

**School Caretakers' and Cleaners'**  
**(including Canteen Workers)**  
**Collective Agreement**

**1 April 2015 to 1 December 2016**

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(Note: Part 1 and Parts 4-7 apply to all workers)

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## **PART 1 – APPLICATION/TERM OF AGREEMENT**

### **1.1 Parties to the Agreement**

The parties to this agreement shall be the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to s23 of the State Sector Act 1988 and acting in accordance with s74(5) of that Act, and the Service and Food Workers' Union Nga Ringa Tota.

### **1.2 Coverage**

1.2.1 This agreement is binding on each board of trustees, or commissioner as appropriate, of every state or integrated primary, secondary or composite school, or attached community learning centre.

1.2.2 The agreement is also binding on each school caretaker or cleaner or canteen worker who is employed by an employer listed in 1.2.1 above and who is, or becomes and notifies their employer of this, a member of the Service and Food Workers' Union.

### **1.3 Term of the Agreement**

The term of this agreement shall be from 1 April 2015 until 1 December 2016.

### **1.4 Variations to the Agreement**

1.4.1 **National** - The parties agree that the terms and conditions contained in this agreement may be varied at any time by agreement between the Service and Food Workers' Union and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988.

1.4.2 **School level** - Nothing shall prevent agreement being reached in writing between a worker, his/her employer and a representative of the union to pay a remuneration package which incorporates allowances and/or overtime and/or call back. Such an agreement will be in writing and signed by the worker, the employer and the union representative and will clearly specify the individual elements of the remuneration package. This provision is intended to provide a mechanism to simplify the administration and operation of this collective agreement for schools and not to disadvantage the worker in terms of his/her broad entitlements under this agreement.

### **1.5 Transitional Arrangements**

Where any worker 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 worker, his/her employer and a representative of the union. Where various allowances have been incorporated into the salary package it is not the intention of the parties that the worker shall be paid in addition any allowances which have been already incorporated into the salary package. Any worker bound by this agreement shall have the benefit of all other minimum provisions in the agreement.

## 1.6 Definitions

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

- 1.6.1 “**Employer**” shall mean the Board of Trustees or Commissioner.
- 1.6.2 “**Union**” or “**SFWU**” shall mean the Service and Food Workers’ Union Nga Ringa Tota.
- 1.6.3 A “**Cleaner**” is a worker who is employed for the sole purpose of doing cleaning of any kind.
- 1.6.4 A “**Canteen Worker**” is a worker employed in the school canteen or tuck shop or as a teaperson in the school staffroom.
- 1.6.5 A “**Caretaker**” shall mean a caretaker, assistant caretaker or part-time caretaker as provided for under Part 3 of this agreement.
- 1.6.6 “**Spouse**” means the husband or wife of the worker.
- 1.6.7 “**Husband**” includes a man with whom a person has entered into a relationship in the nature of marriage although not legally married to him.
- 1.6.8 “**Wife**” has a corresponding meaning to husband.

## 1.7 Service

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

- 1.7.1 **Continuous service** - Refers to service within the State Education Service.
- 1.7.2 **Unbroken service** - Service is not considered to be broken if the worker takes up a position as a caretaker, cleaner or canteen worker within one month of having lost a position in the state education service.
- 1.7.3 **Crediting of service for salary purposes** - The credited service must be for employment as a caretaker, cleaner or canteen worker. It must also be unbroken service as defined above.
- 1.7.4 **Breaks in service** - Previous service may be credited towards present leave entitlements. The previous service must have been continuous for at least 12 months in the state education service. The period since previous employment in the state education service must be no more than five years ago.
- 1.7.5 Minimum period of continuous employment which can be credited:
  - (i) For crediting for sick leave, long service leave and service holidays, the worker must have had at least six months' previous continuous service.
  - (ii) For long service leave and service holidays the breaks between each period of credited employment cannot exceed three months.

- 1.7.6 **Service which ended with redundancy** - No service which ended with the worker accepting a redundancy or severance payment shall be counted as service for the purposes of this agreement.
- 1.7.7 **Debited leave** - Any sick or long service leave taken during the credited previous employment periods is to be debited against current entitlements.
- 1.7.8 **Part-time employment** - Previous part-time employment can qualify on the same basis as full-time employment provided the other criteria are met, ie, it is not reduced to full-time equivalence.

## **PART 2 – CLEANERS**

### **2.1 Application**

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

### **2.2 Wages**

Minimum wages shall be:

Date Effective	Hourly Rate	Weekly Rate
31 July 2014	\$15.60	\$623.83
1 April 2015	\$15.83	\$633.19

### **2.3 In-Charge Allowance**

A cleaner placed in charge of other cleaners, or a canteen worker placed in charge of other canteen workers, shall receive the following additional payment.

- **3 - 9 other workers - 34 cents an hour**
- **10 - 19 other workers - 54 cents an hour**
- **more than 19 other workers - 78 cents an hour**

### **2.4 Fire lighting Allowance**

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

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

### **2.5 Hours of Work**

2.5.1 Forty hours shall constitute a week's work to be worked on five days of the week (which wherever possible will be consecutive), Monday to Sunday inclusive. Not more than eight hours shall be worked in any one day without payment of overtime. Should a worker be required to work on a sixth or seventh day in any one week, he/she shall be paid overtime in accordance with clause 2.6.

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

2.5.3 A rest period of ten minutes in each period of four hours' work shall be granted.

## **2.6 Overtime**

All time worked in excess of the daily and/or weekly ordinary time hours of work provided for in 2.5 above shall be regarded as overtime and paid for at ordinary time rate and one quarter.

## **2.7 Grandparented Cleaners' Retiring Leave**

2.7.1 Except as provided by 2.7.2 below, a full time cleaner who had either completed ten or more years service or was 50 years of age or more, as at 15 February 1993, is entitled to qualify for Retiring Leave as outlined in clause 3.10.

2.7.2 A permanent part-time cleaner who met either criteria outlined in 2.7.1 above, and was a full-time cleaner as at 15 February 1993 but subsequently had his/her hours reduced as a result of clause 6.1 of this agreement, shall also remain entitled to qualify for the Retiring Leave based upon his/her average weekly hours set over the five years immediately preceding the date of retirement.



## PART 3 – CARETAKERS

### 3.1 Application/Definition

- 3.1.1 Except as otherwise provided Part 3 shall apply to caretakers as defined below only.
- 3.1.2 A **Grade One caretaker** (and/or a custodian) is a worker who is substantially employed to have the responsibility for the safety and good order of the grounds and buildings and to lock and unlock doors; and who may be required to perform and supervise duties of cleaning, attending to fires, heating plant and swimming pools, and to do minor maintenance but not work required to be undertaken by a registered or qualified tradesperson.
- 3.1.3 A **Grade Two caretaker** is a worker appointed by the employer who may be employed to have the responsibility for the safety and good order of the grounds and buildings and to lock and unlock doors; and who may be required to perform and supervise duties of cleaning, attending to fires, heating plant, and swimming pools. In addition to the duties above, the Grade 2 caretaker shall undertake (and shall be available and have the necessary skills to undertake) school maintenance work (in addition to minor maintenance work) which he/she is legally able to undertake and which would normally be undertaken by a registered or qualified tradesperson.
- 3.1.4 An **assistant caretaker** is a worker employed to assist the caretaker in the carrying out of his/her duties.
- 3.1.5 A **part-time caretaker** is a worker who is substantially employed in the duties outlined in 3.1.2 above but where the total amount of the employer's assessment (subclause 6.5.6) is less than 35 hours per week.
- 3.1.6 A caretaker in a primary school shall be responsible for the care of the grounds.
- 3.1.7 In all schools where the number of hours determined by the employer for the proper care and cleaning of the school (see 6.5.6) is 35 hours per week or more, for the purposes of this agreement a full-time caretaker shall be employed, unless otherwise mutually agreed between the affected workers and employer.
- 3.1.8 A caretaker's duties do not include locking up after evening classes, except where this is specifically required in the caretaker's terms of employment.

### 3.2 Wages

Minimum weekly or hourly rates for caretakers:	From 31/7/14		From 1/4/15	
Grade	G1	G2	G1	G2
Caretaker in charge of 20+ workers	\$720.93	\$776.15	\$731.74	\$787.79
Caretaker in charge of 15-19 workers	\$708.79	\$763.99	\$719.42	\$775.45
Caretaker in charge of 10-14 workers	\$696.64	\$751.82	\$707.09	\$763.10
Caretaker in charge of 5-9 workers	\$675.84	\$730.97	\$685.98	\$741.93
Caretaker in charge of 3-4 workers	\$665.31	\$720.51	\$675.29	\$731.32
Caretaker	\$654.76	\$709.95	\$664.58	\$720.60
Part-time caretaker	\$16.37	\$17.75	\$16.62	\$18.02
Assistant caretaker	\$643.47		\$653.12	
Part-time assistant caretaker	\$16.10		\$16.34	

### 3.3 Meal Allowance

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

- **meal allowance - \$10.00**

### 3.4 Boiler Allowance

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

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

This payment is not in lieu of the Unusually Dirty Work Allowance as provided for in clause 4.6. A worker may qualify for both the boiler operating allowance and the dirty work payment on the same day if he/she performs unusually dirty work.

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

### **3.5 Swimming Pool Allowance**

- 3.5.1 A caretaker required to undertake the operation, chlorination and maintenance of filtered or draw and fill school swimming pools for the purposes of providing and maintaining an adequate standard of hygiene, during periods when the pool is open for official school use shall be paid the allowance specified below for each day he/she undertakes these duties during the period of the year when the school is open.
- 3.5.2 Only a caretaker who is solely responsible for the complete operation and maintenance of school swimming pools, as detailed in subclause 3.5.1 qualifies for the allowance.
- 3.5.3 The allowance, in addition to wages for such time worked, will also be paid where the employer authorises the opening of the pool for public use during weekends, school vacations, or other periods when the school is not officially open and where the caretaker has agreed to undertake these additional duties.

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

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

### **3.6 Provision of Tools**

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

### **3.7 Callback**

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

### **3.8 Hours of Work**

- 3.8.1 Forty hours shall constitute a weeks work to be worked on 5 consecutive days of the week, Monday to Saturday inclusive. Not more than 8 hours shall be worked in any one day without payment of overtime. Provided that a caretaker may be given one half day off during the week and work on Saturday morning as part of the ordinary 40 hour week.
- 3.8.2 As far as possible the hours of work shall be continuous from the time of starting work save for the intervals for meals which shall not be more than one hour or less than 30 minutes. No caretaker shall be required to work for more than four and a half hours without a meal.

3.8.3 Where a caretaker is residing on the premises where he/she is employed, the time during which he/she is engaged on actual work coming within the scope of his/her duties as caretaker in connection with the building shall be considered as working time.

3.8.4 A caretaker shall be granted a rest period of ten minutes in each period of four hours' work.

### **3.9 Overtime**

3.9.1 All time worked in excess or outside of the hours of work prescribed in clause 3.8 shall be worked solely at the employer's discretion and providing it is specifically required, shall be considered overtime and shall be paid for at the following rate: Time and one half.

3.9.2 When a caretaker has been requested on the previous day to work overtime and such overtime is cancelled on the day on which it is to be worked, the caretaker shall be paid one hour's pay at the overtime rate.

### **3.10 Retiring Leave**

3.10.1 Except as provided by 3.10.2 below, a full-time caretaker on completion of 40 years' service, or on completion of 10 or more years service at age 60 or over, is entitled to qualify for retiring leave. The entitlement in working days ranges from 22 days after 10 years' eligible service to 131 days after 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.

3.10.2 A permanent part-time caretaker who meets either criteria set out in 3.10.1 above and who was previously full-time but had his/her hours reduced as a result of clause 6.1 of this agreement, shall also remain entitled to qualify for the Retiring Leave based upon his/her average weekly hours set over the five years immediately preceding the date of retirement (eg, a full-time caretaker whose set hours are reduced to 30 exactly two years six months before retirement and who would have been entitled to 100 days, is entitled to 87.5 days ie, the midpoint between 0.75 and 1).

### 3.10.3 Retiring leave entitlement is set out in working days below:

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

## 3.11 Accommodation

3.11.1 Accommodation may be provided as a condition of employment. The level of rental paid for accommodation for a caretaker is set to compensate the caretaker for minor disturbances, inconveniences, and as recognition of the role they play in the security of the school.

3.11.2 Where an employer requires a caretaker to occupy accommodation provided by the employer as a condition of employment, the rent to be deducted shall be negotiated between the employer, the employee, and the union representative. If an agreement is not needed the matter shall be determined in accordance with Part 7.

3.11.3 Subject to the provisions of 3.11.2 above, the deductions of rent by the employer from the wages of a caretaker shall be subject to his/her agreement in writing.

## **PART 4 – ALLOWANCES: GENERAL**

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

### **4.1 Service Pay**

Service pay shall be paid at the appropriate rate specified below for all hours worked, except where the worker is eligible for a higher payment under clause 4.9 (National Certificate Payments) below. No worker is eligible to receive payments under both clauses at the same time.

Continuity of service shall not be deemed to be affected where availability of work is interrupted by school holidays.

- **at the completion of three years continuous employment – 15 cents/hour;**  
**or**
- **at the completion of five years continuous employment – 26 cents/hour**

### **4.2 Clothing and Footwear Allowance**

A clothing and footwear allowance at the rate specified below shall be paid after the first week's employment, except where the employer supplies suitable clothing.

- **clothing/footwear allowance – 10 cents/hour**

### **4.3 Higher Duties Allowance**

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

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

### **4.4 Transport Allowance**

4.4.1 Where a worker is directed by his/her employer to use his/her own car, and providing such worker is willing, he/she shall be paid at the rate specified below.

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

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

#### **4.5 Height Allowance**

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

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

#### **4.6 Unusually Dirty Work Allowance**

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

- **unusually dirty work allowance - \$3.85 per day or part thereof**

#### **4.7 Bicycle Allowance**

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

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

#### **4.8 Broken Time Allowance**

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

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

#### **4.9 National Certificate in Cleaning and Caretaking Industry Training Organisation (ITO) Qualification Payment**

An ITO payment shall be paid at the appropriate rate specified below for all hours worked, except where the worker is eligible for a higher payment under clause 4.1 above, from the date the qualification is received. No worker is eligible to receive payments under both clauses at the same time.

- **ITO qualification Stage 1 (achieve pass in over 50% of credits) – 15 cents per hour; or**
- **ITO qualification Stage 2 (achieve pass in over 100% of credits) – 30 cents per hour**

## **PART 5 – LEAVE PROVISIONS: GENERAL**

### **5.1 Sick Leave**

- 5.1.1 An employee is entitled to 7 days' sick leave for each year of service, except that an employee working less than 5 days per week is entitled to only 5 days sick leave per year.
- 5.1.2 Sick leave is to be paid in respect of the actual working days but excluding any public holiday.
- 5.1.3 Unused sick leave shall be accumulated. It may not be anticipated except where the employer and employee agree.
- 5.1.4 An employee shall produce a medical certificate or other evidence of illness if required to do so by the employer for absences exceeding two days.
- 5.1.5 The employee must inform the employer of the intention to take sick leave as early as possible before they are due to start work or, if not practical, as early as this is possible after that time.

### **5.2 Domestic Leave**

- 5.2.1 Where an employee has an unused sick leave entitlement paid leave of up to five working days in any one year may be granted to an employee who finds it essential to remain at home where the employee's spouse, or a person who depends on the employee for care, is sick or injured.
- 5.2.2 Domestic leave is to be treated as though it were due to the employee's own sickness and set off against the employee's own sick leave entitlement. Its application in relation to notice and evidence of illness shall be consistent with 5.1.4 and 5.1.5 above.

### **5.3 Bereavement Leave**

- 5.3.1 An employee may take paid bereavement leave of up to three days on the death of the employee's parent, spouse, child, brother, sister, spouse's parent, grandparent or grandchild.
- 5.3.2 An employer may in addition to the above entitlement, approve leave for an employee to discharge any obligations and/or to pay respects to a deceased person with whom the worker has had a close association. Such obligations may exist because of blood or family ties or because of a particular cultural and/or religious requirement that the employee seeks to be involved in for the whole or part of the ceremonies to be undertaken. The length of time off and the payment or non-payment for the time off shall be at the discretion of the employer.



## **5.4 Public Holidays**

- 5.4.1 The Holidays Act 2003 and its subsequent amendments shall apply except where otherwise provided.
- 5.4.2 The following days shall be observed as public holidays and paid in accordance with the provisions of the Holidays Act 2003: New Years Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Anniversary Day (or another day in lieu thereof), the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- 5.4.3 Subject to clause 5.5.6(a) below, employees shall also be entitled to a paid day off on Easter Tuesday (if it is an otherwise working day for that employee) and the day will be treated as if it were a public holiday.
- 5.4.4 If the employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.
- 5.4.5 An employee who is required to work on a public holiday shall be paid at the rate of time and one half of their relevant daily pay for all time worked and shall be entitled to a paid day in lieu to be taken at a subsequent mutually agreed date.
- 5.4.6 Should any of the statutory holidays mentioned in subclause 5.4.2 fall on a Saturday or a Sunday, such holidays shall be observed as provided for under Section 45 of the Holidays Act 2003.

## **5.5 Annual leave**

- 5.5.1 All annual leave shall be taken at a time in which the school is officially closed for instruction (unless there is, or has been, agreement to do otherwise). A school must allow an employee to take annual leave in the year it falls due. Employees with unused annual leave carried over from a previous year or years will discuss a leave plan with their employer.
- 5.5.2 All employees are entitled, based on their current continuous service in the state or integrated education service and the commencement dates contained in the clauses' titles, to the leave provisions contained in 5.5.4, 5.5.5 or 5.5.6. No employee shall be covered by more than one of these three clauses at any point in time.
- 5.5.3 For the purposes of annual leave, a 'week' of leave for an employee is based on his/her ordinary working week.
- 5.5.4 **For all employees**
  - (a) All employees shall be entitled to four weeks annual leave in addition to public holidays and additional paid holidays provided for in clause 5.4

- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall, in that first year, pay to the employee, when they take leave at the end of the school year, an amount equal to 8 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made in advance by that employer.
- (c) Where an employee's employment terminates before the end of the school year annual leave shall be paid in accordance with the Holidays Act 2003.

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

- (a) Upon completion of five years current continuous service in a state or integrated school, employees shall, for the sixth and subsequent years, be entitled to accrue 4.6 weeks of annual leave in addition to public holidays and the additional paid holidays described in clause 5.4.
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall pay to the employee an amount equal to 9.2 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made by that employer.
- (c) Where an employee's employment is terminated before the end of the school year, annual leave shall be paid in accordance with the Holidays Act 2003, except that holiday pay shall be calculated on the basis of annual leave entitlements provided for in 5.5.5(a) and (b).

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

- (a) Upon completion of ten years current continuous service in a state or integrated school, each employee bound by this collective agreement shall, for the eleventh and subsequent years, be entitled from to accrue five weeks annual leave. Employees entitled to five weeks annual leave under this clause, shall no longer be entitled to Easter Tuesday as an additional paid holiday (as outlined in clause 5.4.3). Notwithstanding clause 5.5.1, employees agree to take Easter Tuesday as paid annual leave.
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall pay an amount equal to 10 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made by that employer.
- (c) Where an employee's employment is terminated before the end of the school year annual leave shall be paid in accordance with the Holidays Act 2003, except that the holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 5.5.6(a) and (b).

## **5.6 Special Holidays for Long Service**

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

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

5.6.2 Should a worker have completed 25 years of continuous service within the state education service prior to the date of this agreement, he/she shall not be entitled to the special holiday provided for in paragraph (i) of subclause 5.6.1. Should a worker have completed 35 years of continuous service within the state education service prior to the effective date of this agreement, he/she shall not be entitled to the special holiday provided for in paragraphs (i) and (ii) of subclause 5.6.1.

5.6.3 All such special holidays provided for in 5.6.1 shall be on ordinary weekly pay as defined by the Holidays Act 2003, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

5.6.4 If a worker, having become entitled to a special holiday, leaves his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof.

5.6.5 The provisions of this clause shall not apply where an employer has in operation, or brings into operation, an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing.

## **5.7 Jury Service**

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

## **5.8 Parental Leave**

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

## **PART 6 – OTHER MATTERS**

### **6.1 Variation of Hours Per Week and/or Weeks Per Year**

#### **6.1.1**

- (a) Each time the hours of work and the weeks worked per year for employees are fixed by the employer, they shall be fixed by written advice to the employee for a minimum of twelve months and shall remain in force until varied as below.  
After consideration of the requirements of the school and following expiry of the minimum 12 month period, the employer shall give the employee not less than two month's written notice of any variation in hours of work and/or weeks to be worked, prior to this variation coming into effect.
- (b) Except in exceptional circumstances (e.g. where an employee is absent on long term sick leave) this notice shall be given at such a time as to ensure it covers a period during which the employee is paid and at work.
- (c) Provided that any worker who commences employment within the 12 month period following the employers last assessment will be subject to the provisions of subclause 6.1.2 at any point following the expiry of the said 12 month period.
- (d) Where the employer, employee, and union agree, the hours of work and/or the weeks to be worked may be varied during the twelve month period.

6.1.2 The regular working period as defined in 6.1.1 above may be varied by the employer to take effect at any time following the expiry of the 12 month period specified in subclause 6.1.1.

6.1.3 Where the variation referred to in 6.1.1 above involves either a reduction or an increase in hours per week and/or weeks per year, the notice period is to allow time for discussions between the employer and employee about the following:

- (a) Reasons for the variation;
- (b) Whether the variation can be avoided or lessened;
- (c) In the case of a reduction in hours, whether that reduction can be absorbed by attrition;
- (d) In the case of an increase in hours and/or weeks per year, whether that increase will create any difficulties for the employee;
- (e) Whether in a reduction of hours there are alternative hours of work available in the school, with terms and conditions no less favourable. This may involve retraining;

- (f) In the case of a reduction in hours of work, consultation on any amendments to the job description which will take into account the reduction in hours applicable to the employee. This could mean an adjustment to duties or the frequency with which certain duties are performed.

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

- 6.1.4 Where the proposed variation referred to in 6.1.2 will require an increase in the worker's hours, his/her agreement must be obtained.
- 6.1.5 There may be occasions when, to meet a temporary demand or due to special circumstances, staff may be required to work additional hours. In these cases, 6.1.1- 6.1.4 shall not apply, provided that the employer will take into account the personal circumstances of the employee(s). Such extra hours shall only apply for so long as the temporary demand or the special circumstances exist.
- 6.1.6 Subclauses 6.1.1 to 6.1.5 inclusive of this clause shall not apply to additional hours which are required to meet special or temporary circumstances. Such extra hours shall only apply for the duration of the special or temporary circumstances.

## **6.2 Payment of Wages**

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

### **6.3 Safety and Protective Clothing**

- 6.3.1 When a worker is engaged in any work which might involve a hazard to the health or safety of the worker, the employer shall provide clothing or equipment appropriate for the protection of the worker from such hazard. Should a worker fail to utilise the safety devices so provided, it shall be deemed to constitute "good cause" as in the meaning of subclause 6.11.1.
- 6.3.2 No female cleaner shall be required to undertake the cleaning of mens' toilets while they are in use.
- 6.3.3 Safety devices shall be provided for workers required to work more than 3 metres from the ground, floor, or verandah. The employer shall insist upon safety devices being used for all work performed more than 3 metres from the ground, floor or verandah. Should a worker fail to utilise the safety devices so provided it shall be deemed to constitute "good cause" as in the meaning of subclause 6.11.1.
- 6.3.4 Safety and protective items to be supplied to workers, which remain the property of the employer, shall include the following:
- (i) rubber gloves where a worker is employed in cleaning toilets or needs his/her hands protected for medical reasons;
  - (ii) gumboots where a worker is required to wear them in the course of his/her employment. Where gumboots are issued to a worker the employer shall ensure that they are in a clean and hygienic condition;
  - (iii) raincoats and leggings shall be made available where these are required by a worker in the course of his/her employment;
  - (iv) overalls specifically where they are required for a worker attending to the operation of boilers;
  - (v) overalls (in addition to those supplied under (iv) above) where a worker is required to attend to the operation of swimming pools;
  - (vi) effective ear protectors where a worker operates, or works near, noisy motorised equipment;
  - (vii) transformers shall be supplied at all times where a worker is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet-shampooing and spray buffing.
- 6.3.5 All electric polishing and scrubbing machines and vacuum cleaners with their leads shall be checked by a registered electrician at intervals not exceeding three months.
- 6.3.6 The employer shall have the right in accordance with the provisions of 6.11.2 to deduct from wages and all other monies due to the worker at the date of termination of employment the reasonable cost, after allowing for fair wear and tear, of any articles of clothing supplied or paid for by the employer and not returned by the worker.

## **6.4 Immunisation**

- 6.4.1 The parties agree in principle that responsibility for pre-exposure immunisation of workers rests with employers who should accept responsibility for safety in the workplace, advised as necessary by health officials.
- 6.4.2 In situations where workers may be at significantly increased risk of acquiring hepatitis B or similar diseases because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. Immunisation will be provided by the employer if appropriate.
- 6.4.3 In all situations where there is a risk of infection of the kind envisaged in 6.4.2 above, it shall be the duty of the employer to require safe working practices on the part of the worker and to ensure appropriate hygiene practices to reduce such risk to a minimum, whether or not immunisation is considered advisable.

## **6.5 General Conditions**

- 6.5.1 A worker may not delegate all or any part of his/her work without the written approval of the employer.
- 6.5.2 The employer shall provide facilities for the storing of implements and materials, and facilities for the workers to change their clothes, and, if necessary to have a meal.
- 6.5.3 Tea, sugar and milk shall be supplied at all meal intervals and rest periods.
- 6.5.4 The employer shall provide all implements and materials including mops and wringer buckets, where necessary, for the purpose of carrying out the work covered by this agreement.
- 6.5.5 Where practicable, hot water shall be supplied at all times where scrubbing is to be done.
- 6.5.6 The time necessary for the proper cleaning and care of school properties will be assessed by the employer concerned and, subject to the provisions of clause 6.1, this assessment shall form the basis of an agreement with the workers. Where the employer has reason to believe the assessment may result in the reduction of hours to any worker employed under this agreement, the union shall be invited to be involved in the assessment process, although the employer retains the right to make the final decision.
- 6.5.7 Nothing in this agreement shall be construed as prohibiting workers from doing relieving duty of not more than two hours per day at other than their usual occupation without alteration in their usual weekly wages; provided that not more than the weekly hours fixed in clauses 2.5 and 3.8 of this agreement are worked.

## **6.6 Stop Work Meetings**

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

## **6.7 Right of Entry**

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

## **6.8 Discipline and Dismissal**

- 6.8.1 The following principles are to be followed when dealing with disciplinary matters:
- (a) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable time and opportunity to provide an explanation. Before making a final decision the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
  - (b) The employee must be advised of the right to request representation at any stage.
  - (c) Where relevant the employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
  - (d) If the alleged offence is sufficiently serious an employee may be placed on suspension pending further inquiry under (a). In most situations the suspension will be on pay. In exceptional cases where the circumstances warrant, following discussion with the employee and their representative, leave without pay may be considered.
  - (e) The disciplinary findings and any disciplinary action will be recorded in writing and a copy provided to the employee, and placed on their personal file.
  - (f) The provisions in Part 7 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.
- 6.8.2 Nothing in 6.8.1 prevents summary dismissal without notice in the case of serious misconduct.



## 6.9 Redundancy

*[Attention is drawn to Part 6A (Subpart 1) and Schedule A of the Employment Relations Act 2000 which provides certain rights to employees bound by this agreement in a restructuring situation. Clause 6.9 needs to be read in the context of Part 6A of the Employment Relations Act 2000.]*

- 6.9.1 The following provisions including Appendix B shall not apply to any fixed term employee. The provision in relation to staff affected by a school reorganisation process are set out under Appendix B and any provisions in clause 6.9 (Redundancy) will only apply where they are specifically provided for in that Appendix.
- 6.9.2 A surplus staffing situation may arise when the work undertaken by the worker ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:
- the reorganisation or review of work;
  - a change in plant (or like cause) relevant to the individual worker's employment;
  - change of status or closure of the school; or
  - contracting out of the worker's work.
- 6.9.3 The employer shall, at least six weeks prior to issuing notice of termination, advise any affected worker(s), and the union where any affected worker(s) are members of the union, of the possibility of a surplus staffing situation within an occupational classification in the school.
- 6.9.4 The period of notice is to allow time for discussion between the employer and the worker(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. The employer shall consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining.
- 6.9.5 If the required number of positions cannot be achieved through attrition (refer 6.9.4 above) and a surplus staffing situation still exists any worker(s) who is identified as surplus shall be given a minimum of one month's written notice of termination of employment.
- 6.9.6 During the notice of termination period both the employer and the worker shall make reasonable efforts to locate alternative employment for the worker. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- 6.9.7 In the event that a reasonable offer of employment is made the employer's responsibilities under these provisions shall be fulfilled. A reasonable offer of employment shall constitute an offer of employment that:
- is in the same location or in another state or integrated school within reasonable commuting distance providing that school is the employer; and
  - has comparable duties and responsibilities; and
  - has terms and conditions that are no less favourable

providing the employment being offered is available to be taken up by the worker prior to or at the conclusion of the notice of termination period.

- 6.9.8 If the offer of employment referred to in subclause 6.9.7 is not a reasonable offer by reason only that it is not available to be taken up by the worker before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the worker; and under these circumstances the offer shall be deemed to be reasonable.
- 6.9.9 In the event of a school closure, the employee may be made an offer of employment prior to the disestablishment of the position at another state or integrated school. This offer may be to a lower graded position to that previously held (as described under Appendix B 8.6) or to a position with reduced hours (as described under Appendix B8.7) and may incorporate either the equalisation allowance or the partial redundancy provision as provided for in Appendix B. Where the employee accepts such an offer the employer of the closing school's responsibilities under 6.9.10 below shall be fulfilled. Where the employee does not accept such an offer, the provisions of 6.9.10 shall apply.
- 6.9.10 Except as provided in 6.9.9 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the worker will be entitled to redundancy pay calculated as follows:

- (i) Six weeks pay for the first year of service and two weeks pay for each subsequent year or part thereof to a maximum of 30 weeks in total.

**Note 1:** This is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service whichever is the greater.

**Note 2:** For the purposes of the redundancy calculation the definition of service is the same as that defined in subclauses 1.7.1 to 1.7.8 provided that no period of service that ended with the worker receiving a redundancy or severance payment shall be counted as service.

**Note 3:** A worker with less than one year's service shall receive a pro-rata payment.

- (ii) All holiday pay and wages owing.

- 6.9.11 A work reference or record of service shall be provided on the worker's request.

## **6.10 Abandonment of Employment**

Where a worker (full-time or part-time) is absent from work for a continuous period exceeding three days without the consent of the employer and without good cause, or without notification to the employer, he/she shall be deemed to have terminated his/her employment.

## **6.11 Termination of Employment**

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

## PART 7 – EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION

### What is an employment relationship problem?

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

### Resolving an employment relationship problem

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

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

When a problem arises, union members should contact their local Service and Food Workers' Union organiser for advice and representation.

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

### Personal Grievances

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

A worker may have a personal grievance where:

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

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

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

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

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

## **Services Available**

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

- ***An information service.***

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 20 90 20. The MBIE's Employment Relations Service internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz).

- ***Mediation Service.***

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

This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.

If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.

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

- ***The Employment Relations Authority***

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

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

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

## SIGNATORIES

\_\_\_\_\_  
John Ryall  
Advocate  
For Service and Food Workers' Union Nga Ringa Tota

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Tim Day  
Advocate  
For Secretary for Education

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Robert Hegarty  
Witnessed on behalf of the  
New Zealand School Trustees Association

\_\_\_\_\_  
Dated

## **APPENDIX A: HANDLING OF SWIMMING POOL CHEMICALS**

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

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

## APPENDIX B: SCHOOL REORGANISATION

### 1 Purpose/Definitions

The purposes of these provisions are to:

- (a) Provide, as far as is possible, employment protection for employees involved in a school reorganisation process;
- (b) Provide a school reorganisation process that facilitates a fair and orderly transition;
- (c) Ensure an appropriate structure is in place to enable the reorganised school to function efficiently and effectively;
- (d) Ensure that as many employees as possible currently employed in a reorganising school are re-assigned or re-confirmed to positions in the reorganised school;
- (e) Ensure that employees of the reorganising schools who are not reconfirmed or reassigned to positions in the reorganised school have access to redundancy compensation in a fair and timely manner.

- 1.1 “School reorganisation process” shall mean a process which is Ministry of Education initiated and/or approved by the Minister of Education in which the future class, or designation, or structure of a school is being reviewed in conjunction with the future class, or designation, or structure of any other school or schools.
- 1.2 “Reorganising schools” shall be the schools determined by the Minister of Education in accordance with SSA 77HA (3).
- 1.3 “Reorganised school” is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically reorganising with another school or schools whether or not there is a change of class or designation.
- 1.4 “Class of school” shall mean primary, intermediate, secondary, composite as defined in section 145 of the Education Act.
- 1.5 “Designation” shall mean ‘contributing, area, restricted composite, special character, or kura kaupapa Maori as defined in sections 148, 149, 150, 151, 152, 155 and 156 of the Education Act.
- 1.6 “Decapitation” shall mean where a primary school is redesignated as a contributing school or a composite school is reclassified as a secondary school or a primary school.
- 1.7 For the purpose of the following clauses ‘employee’ shall mean a permanent employee of a school involved in a school reorganisation process and includes an employee who is subject to any staff surplus process that occurs as a consequence of the school reorganisation process.
- 1.8 For the purpose of the following clauses ‘union’ shall mean the Service and Food Workers’ Union Nga Ringa Tota or any other such organisation they choose to represent them.



## **2 Initiation of a School Reorganisation Process**

- 2.1 The Secretary for Education shall notify the union of the initiation of a school reorganisation process, and the schools involved in that process, as follows:
- (a) Upon the Minister of Education's announcement of a school reorganisation process; or
  - (b) At the date the Minister of Education approves an application for two or more schools to enter into a school reorganisation process.

## **3 Employment Protection**

- 3.1 Actual vacancies that arise at all schools involved in a school reorganisation process following the announcement as described in clause 2 above shall be filled with temporary appointments. However, if operational needs require, the employer may determine, in consultation with the union, that any such position may be made permanent. This moratorium applies until the completion of the reconfirmation/reassignment process and notice period, except as provided elsewhere in this Appendix.
- 3.2 Throughout the school reorganisation process the employer shall attempt to meet any reduction required by the use of attrition.
- 3.3 Throughout the school reorganisation process no position (as defined under this agreement) at the reorganised school shall be externally advertised until the reconfirmation and reassignment processes described in sub-clauses 10 and 11 below have been finalised.

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

- 4.1 At the conclusion of the school reorganisation process the Secretary for Education shall announce the final class, designation or structure for the schools involved in the school reorganisation process.
- 4.2 The final announcement shall identify the schools as follows:
- (i) Retained unchanged or recapitated
  - (ii) Closed
  - (iii) Decapitated but not reorganised
  - (iv) Reorganised.
- 4.3 Each identified school shall then proceed with a Staffing Needs Analysis in accordance with this appendix.

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

- 5.1 The needs analysis is the process that designs the staffing structure for the reorganised school. This process will be conducted by representatives of all the boards involved in the merger (the joint schools' committee or merger committee).
- 5.2 This committee shall conduct a needs analysis in consultation with employees and the union.

### 5.3 The needs analysis shall

- (i) Identify the future support staff structure and needs of the reorganised school; and
- (ii) Ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade

5.4 As a result of the consultation process, a draft 'staffing plan' shall be developed and made available to each employee, and to the nominee(s) of the union, for further consultation.

5.5 No less than ten working days shall be made available for this consultation to occur before any further step is taken, unless otherwise agreed. (Note: the parties agree that it is desirable to have the same number of days as the teachers in the affected school.)

5.6 If, as a result of consultation, there are alterations to this draft, the amended versions shall also be made available for a further five working days.

5.7 When the final staffing structure is announced, the employer shall invite all employees to express a preference (or preferences) in writing, for a position (or positions) at the reorganised school. Where this announcement identifies the possibility of a position or positions being disestablished, any affected employee(s) shall be given one month's written notice of a possible surplus staffing situation within her/his occupational category in the school. This period of notice must be allowed before notice of termination, as described in sub-clause 13.1 of this clause, may be given.

5.8 Employees shall have at least one calendar week's notice of the closing date for expressions of interest in the position(s) at the reorganised school.

## 6 The Appointments Process

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

6.2 The principal of the reorganised school, once appointed, should be included on the Committee.

## 7 Expressions of Preference in Positions

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

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

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

## **8 Voluntary Option**

- 8.1 Following the publication of the final staffing structure, the employer board shall invite written expressions of interest in the option of voluntary redundancy. Subject to the employee completing the required period of notice (two months, or less by mutual agreement) an employee whose application for voluntary redundancy is accepted shall receive her/his full entitlement to redundancy pay as prescribed by clause 6.9 (Redundancy) of the collective agreement.
- 8.2 An employee may continue to volunteer for this option without prejudice or withdraw from it at any point in the school reorganisation process, providing the employer has not already accepted the application in writing. No letter of acceptance will be issued without the agreement of the Committee.
- 8.3 The employer shall not be bound to agree to any application for voluntary redundancy.

## **9 Appointment/Selection Process**

- 9.1 For the purpose of the clauses below:
- (i) 'Reconfirmation' shall mean the process whereby employees are transferred to suitable positions at the re-organised school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training. The new position shall have the same or a higher grading.
  - (ii) 'Reassignment' shall mean the process that applies to equivalent positions.
  - (iii) 'Equivalent position' shall mean employment in an equivalent position, in relation to the employee's previous position, that is:
    - generally similar in role, duties and status; and
    - requires similar qualifications, training, skills and experience but may have a different title; and
    - is in the same general locality; and
    - is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment.
  - (iv) Merit means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.
- 9.2 Where any employee directly affected by a school reorganisation declines the offer of reconfirmation or reassignment to an equivalent position in a reorganised school, that employee's employment shall be terminated without further compensation pursuant to SSA s77HA.

## **10 Reconfirmation**

- 10.1 The employer shall reconfirm (as defined in clause 9.1(a) above) employees to suitable positions at the reorganised school.
- 10.2 An employee may be reconfirmed to her/his preferred position or, subject to her/his agreement, to a position for which s/he is appropriately qualified and experienced.
- 10.3 Where there are two or more employees eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based on merit

- 10.4 Where a permanent employee is reconfirmed, this must be into a position of at least the same hours. Provided that where an employee accepts redeployment to a position with reduced hours in a situation where a position with at least the same hours is not available, that employee will be entitled to a partial redundancy payment.
- 10.5 Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 6.9 (Redundancy) of this agreement to the total number of reduced ordinary hours per week as set out under clause 6.1 of the collective agreement. This total shall be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.

## **11 Re-assignment to Equivalent Positions**

- 11.1 Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in accordance with clause 10, to a suitable position at the reorganised school.
- 11.2 Subject to the provisions in this section, if an employee expresses a preference for a position that is equivalent (as defined under 9.1(c) above) to her/his current position, and s/he is the only suitably qualified and experienced employee for that position, s/he shall be reassigned to that position.
- 11.3 An employee may be reassigned to her/his preferred position or, subject to the agreement of the employee, to an equivalent position for which s/he is appropriately qualified and experienced.
- 11.4 Where there are more employees in positions that are equivalent than there are such positions at the reorganised school, the employer shall seek internal applications for the position(s) from those employees and shall appoint the most suitable candidate(s) based upon merit.
- 11.5 Subject to 11.6 and 11.7 below, employees who are not appointed to an equivalent position at the reorganised school may, by mutual agreement and consistent with the reassignment process above, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 11.6 An employee who accepts reassignment to a position assessed as being at a lower grade and/or offering a lower hourly rate/salary rate will be entitled to an equalisation allowance for a period of one year from the date on which the reassignment takes effect. The equalisation allowance will be calculated on the basis of the difference between the hourly rate paid to the employee prior to reassignment and that paid for the position to which s/he has been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12 month period, the allowance would be reduced accordingly or removed.

- 11.7 An employee who accepts reassignment to a position with reduced hours will be entitled to a partial redundancy payment. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 6.9 (Redundancy) of this agreement to the total number of reduced ordinary hours per week, as set under clause 6.1 of the collective agreement. This total shall be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period it will be reduced or removed accordingly.
- 11.8 An employee who does not wish to accept reassignment to a position with less favourable terms and/or conditions will be deemed to have had her/his position disestablished. The provisions of clause 13 below will apply to any such employee.

## **12 Unfilled Positions**

### **Purpose**

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

### **Process**

- 12.2 At the completion of the reconfirmation and reassignment processes described in clauses 10 and 11 above, every unfilled position in the reorganised school shall, in the first instance, be advertised in all the other schools which are identified as being part of the school reorganisation process in accordance with clause 2.1 of this appendix and section 77 HA 3 of the State Sector Act and which are being closed as a result of that process.
- 12.3 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process as described in 12.2 and is being closed as a result of that process, may seek appointment to any position advertised at the reorganised school.
- 12.4 Where there are unfilled positions in a reorganised school and where there are applicants from the closing school, the board of the closing school may nominate a parent member of its board to participate in the appointment process except for the decision making process.
- 12.5 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process and is being closed as a result of that process may, by mutual agreement, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 12.6 Where the employer makes an offer of an equivalent position as defined in s. 77HA (2) of the State Sector Act to an applicant from the closed school and that applicant chooses not to accept the offer, s.77HA of the State Sector Act applies whether or not the employee applied for the position.
- 12.7 If, at the completion of the processes described in clauses 12.1 – 12.6 above, any position or positions remain unfilled, they may be advertised externally.

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

- 13.1 Any employee who is not reconfirmed or reassigned as per clause 11 and 12 above will be deemed to have had their position disestablished and will be given written notice of termination advising of the date that the notice will take effect. This notice period will be a minimum of one month.
- 13.2 If, during the two-month notice period arising from the application of both clause 5.7 and 13.1 above, a suitable permanent position arises at the reorganised school the employee may seek appointment to that position and, if s/he is suitably qualified and experienced, s/he shall be appointed to that position.
- 13.3 During the notice period the employer will provide reasonable paid time for the employee to attend interviews.
- 13.4 Subclauses 6.9.6-6.9.8 (Redundancy) shall apply in relation to the notice period. These provisions emphasise the responsibilities in relation to securing alternative employment on the employer and employee. Where a reasonable offer of employment, as defined, is made in the education or state service, the employer has no further obligation in relation to redundancy payments. Scope exists to co-ordinate the notice period and availability of the new position.
- 13.5 If at the completion of the notice period alternative employment is not found in accordance with this appendix, or subclauses 6.9.6-6.9.8 (Redundancy) of this agreement, the employee will receive redundancy and a work reference or record of service in accordance with clauses 6.9.10-6.9.11 of this agreement.

## **Terms of Settlement**

### **School Caretakers' and Cleaners' (including Canteen Workers) Collective Agreement**

**5 March 2015**

This document sets out agreed components of a settlement for the School Caretakers' and Cleaners' Collective Agreement (SCCA) 2015 – 2016, between the Secretary for Education and the Service and Food Workers Union Nga Ringa Tota (SFWU).

#### **1. Remuneration and Term**

The parties have agreed as follows:

- a. Printed base SCCCA scale rates (Clause 3.2 refers) will increase by **1.5%** on 1 April 2015, subject to the signing of the SCCCA by 31 March 2015;
- b. for a **20 month term** (from date collective agreement is signed).

NB: The parties agree to use best endeavours to begin bargaining in 2016 within a fortnight of initiation.

#### **2. Joint Working Group on wage and allowance structures and related provisions**

- a. The parties agree to meet during the term of the Agreement, beginning in May 2015, to discuss the wage and allowance structures and provisions, and related provisions, in the Agreement to assess whether any agreed recommendations for change can be carried over into the next bargaining. An invitation to participate will be extended to the New Zealand School Trustees Association (NZSTA).  
The matters for discussion include:
  - The grade structure
  - The current allowance structure
  - Linkages between qualifications, contribution to the school, and the grading structure
  - Provisions for the recognition of service.
- b. The parties also agree to discuss the merits of the notice period required by clause 6.9.3 for consultation when the possibility of surplus staffing has arisen at a school.

#### **3. Development of Level 3 ITO Qualification for Caretakers**

The parties commit to active engagement of the NZSTA and the Ministry of Education to support the development of a Level 3 Qualification for caretakers, including a commitment of our organisations to encourage trainees to enrol and complete such a qualification and to participate in monitoring of the qualification with the relevant Industry Training Organisation.

**4. Negotiation of caretaker rent by union representative (3.11.2)**

The parties agree to amend the wording to clause 3.11.2 so that it now reads as follows:

*Where an employer requires a caretaker to occupy accommodation provided by the employer as a condition of employment, the rent to be deducted shall be negotiated between the employer, the employee, and the union representative.*

**5. Annual Leave (5.5.1)**

The parties agree to amend the wording to clause 5.5.1 so that it now reads as follows:

*All annual leave shall be taken at a time when the school is officially closed for instruction (unless there is, or has been, agreement to do otherwise). A school must allow an employee to take annual leave in the year it falls due. Employees with unused annual leave carried over from a previous year or years will discuss a leave plan with their employer.*

**6. Public Holidays (5.4)**

The parties agree to amend clause 5.4.2 and 5.4.6 so that they now read:

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

*5.4.6 Should any of the statutory holidays mentioned in sub-clause 5.4.2 fall on a Saturday or a Sunday, such holidays shall be observed as provided for under Section 45 of the Holidays Act 2003.*

**7. Variation of Hours per Week and/or Weeks Per Year (6.1.3(f))**

The parties agree to amend the wording to include the following new sentence at the end of clause 6.1.3(f):

*This could mean an adjustment to duties or the frequency with which certain duties are performed.*

**8. Abandonment of Employment (6.10)**

The parties agree to replace the wording in clause 6.10.1 to read as follows:

*Where a worker (full-time or part-time) is absent from work for a continuous period exceeding three days without the consent of the employer and without good cause, or without notification to the employer, he/she shall be deemed to have terminated his/her employment.*

As a consequence of the above, the parties agree to delete Clause 6.10.2.

**9. Notice period for termination Clause (6.11.1)**

The parties agree to amend clause 6.11.1 to read as follows:

*Unless otherwise agreed between the employer and the employee, termination of employment shall be by two weeks' notice by either the employee or the employer, to the other party; except in cases of serious misconduct which may warrant instant dismissal.*



## **10. Other Matters**

The parties and NZSTA will agree a joint statement about the implications for employees and Boards of Trustees of the changes to Part 6A of the Employment Relations Act 2000. The parties and NZSTA will use best endeavours to complete this statement in time for the signing of the Collective Agreement by 31 March 2015.

The parties on signing this document acknowledge, subject to any subsequent agreed editorial and technical changes, that this reflects the agreements reached in the settlement of the School Caretakers' and Cleaners' Collective Agreement 2015-2016.

**Signed in Wellington on 5 March 2015**

Jill Ovens  
Advocate  
SFWU Nga Ringa Tota

Tim Day  
Senior Industrial Relations Adviser  
for the Secretary for Education

Witnessed by:

Erin Walter  
NZSTA