

Support Staff in Schools' Collective Agreement

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Contents

[Part 1 Coverage / Term of Agreement / Variations](#)

[Part 2 Terms of Employment](#)

[Part 3 Remuneration](#)

[Part 3A Teacher Aide Remuneration](#)

[Part 3B Administration Support Staff Remuneration](#)

[Part 4 Training and Professional Development](#)

[Part 5 Expenses and Allowances](#)

[Part 6 Holidays](#)

[Part 7 Other Working Conditions](#)

[Part 8 Complaints and Discipline](#)

[Part 9 Termination and Abandonment of Employment and Record of Service](#)

[Part 10 Employment Protection, Surplus Staffing and School Merger Provisions](#)

[Part 11 Union Related Rights](#)

[Part 12 Employment Relationship Problems](#)

[Part 13 Terms of Settlement](#)

[Signatories](#)

Collective agreement

- [Support Staff in Schools' Collective Agreement 2022-2024\[PDF, 851 KB\]](#)

Related downloads

- [\[PDF, 1.2 MB\]List of Recognised Qualifications \(SSSCA 2009-2011 Appendix A\)\[PDF, 96 KB\]](#)

Part 1 Coverage / Term of Agreement / Variations

Support Staff in Schools' Collective Agreement Effective 20 June 2022 to 19 February 2024

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1.1 Parties to the agreement

1.1.1 The parties to this agreement shall be NZEI Te Riu Roa, E Tū and the Secretary for Education acting under delegation from the Public Service Commissioner made pursuant to clause 6 of Schedule 3 of the Public Service Act 2020 and in accordance with s 586(5) of the Education and Training Act 2020.

1.2 Term of the agreement

1.2.1 The term of this agreement is 20 June 2022 to 19 February 2024.

1.3 Coverage

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

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

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

- Principal
- Teacher
- Adviser to teachers
- Speech language therapist
- Occupational therapist
- Physiotherapist
- Community worker
- Pre-school worker
- Cleaner
- Caretaker
- Ground-staff worker
- Building maintenance worker
- School transport driver
- After school carer
- Study centre worker
- Hostel worker
- Residential or domestic services employee in a special school (excluding Blind and Low Vision Education Network NZ employees)
- Residential social worker
- Audiologist
- Careers advisor
- Guidance counsellor
- Community education/learning centre tutor

Community education personnel who are funded by Ministry of Education allocated tutor hours
Tuck shop or canteen employee (other than a manager responsible for other staff appointed after 1 January 2008).

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

1.4 Variation of agreement

1.4.1 The parties agree that the terms and conditions in this agreement may be varied at any time by written agreement between NZEI and E tū and the Secretary for Education acting under delegation from the Public Service Commissioner made pursuant to clause 6 of Schedule 3 of the Public Service Act 2020.

1.5 Savings

1.5.1 Employees who at 30 August 1992 had conditions in excess of those provided for in this agreement in respect of:

Long Service Leave;
Retirement Leave;
Resigning Leave; and
Maternity Grant

in accordance with the previous applicable contract agreement, NZ Support Staff in Schools Composite (DOC 2646), will continue to be eligible for these entitlements. These provisions are available at <http://www.education.govt.nz/school/working-in-a-school/other-staff/support-staff/> [PDF, 56 KB].

1.6 Interpretation and definitions

1.6.1 Unless otherwise specified, terms in this agreement will have the same meaning as the Employment Relations Act 2000 and other relevant legislation.

1.6.2 "Employee" means a person to whom this agreement is applicable under clauses 1.3.2, 1.3.3 and 1.3.4.

1.6.3 "Employer" means the board (or Commissioner if applicable) of a state or integrated primary, intermediate, secondary or composite school, as defined in the Education and Training Act 2020. It does not include the board of Te Aho o Te Kura Pounamu.

1.6.4 "Actual weekly hours" means the hours per week an employee is normally employed for.

1.6.5 "Earnings to be annualised" means the employee's hourly rate multiplied by the employee's actual weekly hours multiplied by the number of weeks in the ensuing annualisation year for which the employee shall be employed; plus

the annual leave to which the employee is entitled; plus
payment of relevant daily pay for the public holidays and additional paid holidays during the ensuing calendar year which are observed on days of the week on which the employee normally works.

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

The employee and employer may agree to include the first aid allowance (clause 5.3) and/or qualifications

allowance (clause 3.10), where the employee has an entitlement, in an annualisation calculation.

The following allowances must not be included in an annualisation calculation and shall be paid only as prescribed by the collective agreement:

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

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

1.6.7 “Weekly earnings” in relation to:

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

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

Part 2 Terms of Employment

Support Staff in Schools’ Collective Agreement
Effective 20 June 2022 to 19 February 2024

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

2.1.1 Attention is drawn to s 597 of the Education and Training Act 2020 which outlines the responsibilities of the employer with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

2.1.2 Pay and Employment Equity -The Ministry of Education and Union parties bound by this collective agreement agree that remuneration, job choice, and job opportunities in the state education sector should not be affected by gender.

2.2 Appointments

2.2.1 Where an employer intends to fill a position that is vacant in the school (other than with a fixed term employee) the employer shall wherever practicable, notify or advertise the vacancy in a manner sufficient to enable suitably qualified persons to apply for the position.

2.2.2 Attention is drawn to s 603 of the Education and Training Act 2020 insofar as it provides that the person best

suited to the position shall be appointed. In applying that provision the employer will have regard to the experience, qualifications and abilities relevant to the position and such other relevant matters as it determines.

2.2.3 Every appointee to a vacancy shall be notified in writing of:

- the appointment; and
- the grade, step and pay rate/salary to be paid for the position; and
- the hours and weeks to be worked; and
- whether the appointment is fixed term (see clause 2.3.3 below) or permanent.

2.2.4 Permanent Positions

All appointments shall be permanent unless identified as being for a fixed term.

2.3 Categories of employment

2.3.1 Full-time

A full-time employee is an employee who is employed for 37.5 or 40 hours per week.

2.3.2 Part-time

A part-time employee is an employee who is regularly employed for less than the full-time hours as specified in clause 2.3.1.

2.3.3 Fixed term appointment

An employee and an employer may agree that the employment of the employee will end:

- at the close of a specified date or period; or
- on the occurrence of a specified event; or
- at the conclusion of a specified project.

Before an employee and employer agree that the employment of the employee will end in a way specified in (a) above, the employer must:

- have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
- advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

The following reasons are not genuine reasons for the purposes of (b)(i) above:

- to exclude or limit the rights of the employee under the Employment Relations Act 2000;
- to establish the suitability of the employee for permanent employment.

2.4 Hours of work and weeks per year

2.4.1 All hours of required work shall be paid at the appropriate rate.

2.4.2 The hours of work and the weeks of work per year of employees will be set by the employer in accordance with the requirements of the school and where applicable will include consideration of the following:

- Time spent on school business, trips, camps, meetings, preparation for classroom and individual learning support;
- Attendance at Individual Education Plan (IEP) meetings and regular consultation time with the teacher-in-charge

of teacher aides for students with special needs.

2.4.3 The hours of work of employees will not exceed 40 hours per week or 37.5 hours per week and will be worked between 8 am and 5 pm daily from Monday to Friday inclusive, unless otherwise agreed by the employer and employee.

2.4.4 Except as provided under clause 2.4.5, where an employee is required to work additional hours to those set in accordance with clauses 2.4.2 and 2.4.3, the employee may be required temporarily to start and/or finish outside of those hours. These additional hours shall be paid at the ordinary rate of pay unless they are deemed to be overtime according to clause 2.7.

2.4.5 For every day or part day when an employee is away from home overnight on a school camp or trip they shall be paid at ordinary time for hours required between 8 am and 6 pm and clause 2.7 shall not apply. Additional overnight provisions apply as per clause 5.5.

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

2.5.1 Except as provided for in clause 2.6, each time the hours of work and the weeks worked per year for employees are fixed by the employer, they shall be fixed by written advice to the employee for a minimum of twelve months. The hours of work and / or the weeks to be worked may be varied during the twelve-month period:

where the employer and employee agree;

where the employer and employee do not agree, only after following the process in clauses 2.5.2 and 2.5.3 below.

2.5.1A Subject to clause 2.4.2 and notwithstanding clause 2.5.1(b) above, for employees who routinely undertake work set out in the Teacher Aide Work Matrix Table in clause 3A.3.3, whether designated as a Teacher Aide or not, from 17 October 2022 the employer's ability to vary the employee's hours of work and / or weeks worked per year will be restricted to a maximum variation of 20% of the hours and / or weeks the employee is currently employed to work in any 12 month period. For any variation in excess of 20%, the provisions of clause 10.2 will apply. The employer and employee may agree to vary the employee's hours of work and / or weeks worked per year over and above the 20% maximum. Where this is by agreement, clause 10.2 will not apply.

2.5.2 Consultation

Where the employer and employee do not agree to a variation to the hours of work and/or the weeks to be worked during the 12-month period, the employer will consult with the employee for a minimum of one month. The period of consultation between employee and employer will include discussions about the following:

Reasons for the variation including any changes to the matters in 2.4.2(a) and (b)

Whether the variation can be avoided or lessened

In the case of reduction of hours, whether that reduction can be absorbed by attrition

In the case of increase in hours and/or weeks per year, whether that increase will create any difficulties for the employee

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

In the case of reduction in hours of work, consultation on any amendments to the job description which will take into account the reduction in hours applicable to the employee

Any discussions during the period may involve others in the employee's team or a support person from outside the employee's team; provided that:

making arrangements for the support person to participate in discussions does not delay the start of the process unreasonably (e.g. by more than 72 hours), or the continuation of the process unreasonably (e.g. by more than 24 hours on any given occasion); and
both parties should be informed of who will be attending or any changes to who will be attending at least 24 hours ahead of any discussion.

Note: Support is available to both the employee and employer to provide advice and guidance if required. [NZEI Te Riu Roa and New Zealand School Trustees Assn]

2.5.3 If, following consultation detailed in 2.5.2 above, the employer decides to vary the employee's hours of work and/or the weeks to be worked during the 12-month period, the employer shall give the employee not less than one month's written notice of the variation, prior to it coming into effect. The consultation period and notice period are separate, consecutive periods and must not overlap.

2.5.4 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. Any part of the notice period that falls during a period the school is closed for instruction for a term break will not count towards the one month's notice.

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

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

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

2.7 Overtime

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

2.8 Rest and meal breaks

2.8.1 Meal Breaks

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

2.8.2 Rest Breaks

Employees shall be entitled to paid breaks in accordance with clauses 2.8.2(b) and 2.8.2(c) below.

Employees working 5 hours or more per day may, on any such day, take either:

one 20 minute break in the morning; or

one 10 minute break in the morning and one 10 minute break in the afternoon.

The timing of the break(s) shall be such that it takes into account:

that the operational needs of the school are not compromised; and

that the employee concerned is afforded a genuine break.

Employees working 2 hours or more but less than 5 hours per day are entitled to either one break of 10 minutes in the morning or one break of 10 minutes in the afternoon. The timing of the break shall be such that it takes into account:

that the operational needs of the school are not compromised; and

that the employee concerned is afforded a genuine break.

Coffee, tea, sugar and milk shall be provided at all meal intervals and rest periods.

Part 3 Remuneration

Support Staff in Schools' Collective Agreement

Effective 20 June 2022 to 19 February 2024

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Minimum wage rate - effective 1 April 2021

The Minimum Wage Rate increased to \$20 from 1 April 2021. Anyone currently paid an hourly rate below the new minimum wage rate will automatically have their pay rate increased to \$20 per hour from 1 April 2021. Printed rates in the collective agreements will not change until the current collective agreements expire and a new collective agreement is agreed.

3.1 Executive Management Group

3.1.1 The minimum salary entry point is \$79,567 per annum.

3.1.2 Subject to clause 3.1.3 below, the employer may assign an individual to this Executive Management Group, by mutual agreement (for existing employees who already meet the criteria) or at the employer's sole discretion (for employees appointed on or after 27 June 2014).

3.1.3 The Executive Management Group is reserved for staff who:

are part of the Senior Management Team (SMT) of the school; and

have whole of school responsibility for functions such as Finance and /or Human Resources and/or Property; and

are employed for their specialist skills.

3.1.4 For the purposes of clause 3.1.3(i) the SMT is by definition the group within the management structure of the school which has whole of school oversight and responsibility to the school board.

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

3.2.1 This agreement specifies minimum rates of pay.

3.2.2 The following pay scale will apply to all support staff except those in the Executive Management Group and:

those who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not; 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	RATE EFFECTIVE 27 NOVEMBER 2020	RATE EFFECTIVE 2 JUNE 2022	STEP	RATE EFFECTIVE 2 JUNE 2023
A-B	1	\$21.78	\$22.75	1	\$23.26
B-C	2	\$21.95	\$22.92		
C	3	\$22.72	\$23.69	2	\$24.05
C	4	\$23.59	\$24.56	3	\$24.93
C	5	\$24.46	\$25.43	4	\$25.81
C	6	\$25.33	\$26.30	5	\$26.69
C-D	7	\$26.20	\$27.17	6	\$27.58
D		Range of Rates			
D	8	\$35.72	\$36.69	7	\$37.24

Notes:

An employee is paid either an hourly rate or an annual salary.

To find the indicative annual salary rate for a 40 hour/week, 52 week/year employee, the hourly rate will be multiplied by 2,080.

To find the indicative annual salary rate for a 37.5 hour/week, 52 week/year employee, the hourly rate will be multiplied by 1,950.

3.2.3 An employee who is placed in Grade A shall be paid on step 1.

3.2.4 The minimum step for an employee who is placed in Grade B shall be step 1. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 2. From 2 June 2023 the minimum and maximum step for an employee placed in Grade B shall be step 1.

3.2.5 The minimum step for an employee who is placed in Grade C shall be step 2. The maximum increment step, as a result of progression pursuant to clause 3.8.1, shall be step 7. From 2 June 2023 the maximum step for an employee placed in Grade C shall be step 6.

3.2.6 The minimum step for an employee who is placed in Grade D shall be step 7. From 2 June 2023 the minimum step for an employee who is placed in Grade D shall be step 6.

3.2.7 The pay rates for employees covered by the Administration Support Staff Pay Equity Claim will continue to be the pay rates effective 27 November 2020 as set out in the table above. If the proposed settlement agreement for the Administration Support Staff Pay Equity Claim dated 1 June 2022 is endorsed by covered employees, the pay rates for employees covered by that settlement will increase in accordance with the terms of that settlement. On 2 June 2023, these pay rates will further increase by 1.5%.

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

3.3.1 From 2 June 2022 employees paid on a printed hourly salary rate shall be paid on the applicable rate based on their grade and step as outlined in clause 3.2.2.

3.3.2 From 2 June 2023 employees paid on a printed hourly rate shall be paid on the applicable rate based on their grade and step as outlined in clause 3.2.2.

3.3.3 Employees whose pay rate, upon settlement or during the term of this collective agreement, exceeds the grade maximum shall retain that rate.

3.3.4 These increases are additional to, not a replacement for, increases granted pursuant to clause 3.8.1.

3.4 Position elements table

Elements of the position:	Level 1	Level 2	Level 3	Level 4
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.

3.5 Job descriptions

3.5.1 The employer will determine job descriptions and/or other written requirements for all positions.

3.5.2 Where a job description and/or written requirements for an existing position do not exist, the current employee will be consulted in determining a job description.

3.5.3 The job description and/or written requirements for the position will be reviewed as part of the annual appraisal under clause 3.8.1.

3.5.4 The job description and/or written requirements may be updated by the employer as required following consultation with the employee (at the time of annual appraisal or at any other time). Substantial changes to the job description and/or written requirements for the position may not be made until after the employer has consulted the employee and endeavoured to reach agreement.

Notes:

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.

A job description template is available in joint NZSTA/NZEI/Ministry of Education guidance.

Clause 3.5.4 is not applicable when an employer undertakes a process under clauses 2.5 and/or 2.6.

3.6 Grading

3.6.1 Every position will be placed within one of the four grades (A, B, C or D), except for positions in the Executive Management Group and positions concerned by Part 3A below.

3.6.2 The employer will determine the grade for each position after considering the job description and/or any other written requirements of the position against the Position Elements Table in clause 3.4.

3.6.3 A position must be assessed by the employer, as either level 1, 2, 3 or 4 for each of the five position elements.

3.6.4 Descriptors of the levels for each position element are found in clause 3.4

3.6.5 Each position element shall be assessed by the employer at the level which most reflects the requirements of the

position.

3.6.6 If all five of the position elements are assessed by the employer at the same level, then the grade of the position will be as follows:

Level 1 – Grade A

Level 2 – Grade B

Level 3 – Grade C

Level 4 – Grade D

3.6.7 If one or more position elements are assessed by the employer at different levels, then the employer shall decide the grade of the position by assessing what grade most reflects the requirements of the position. The employer should do this using the joint NZSTA/NZEI/Ministry best practice guidance or any other alternative adopted by the employer for this purpose.

3.6.8 Any employee employed for two or more distinct positions, will be placed in the appropriate grade for each position, as outlined in this clause.

3.7 Placement within a grade

3.7.1 Employees may, upon appointment, be placed at any point within the appropriate upper and lower pay rate limits in the grade applicable to the position. Factors to be considered in deciding the actual starting rate include:

Previous relevant paid or unpaid work experience.

The level at which the employer has assessed each of the five position elements in the table in clause 3.4

The level of te reo Maori and understanding of nga tikanga Maori required for the position

The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

3.8 Progression within grades

3.8.1 Progression through steps within grades will be on an annual basis provided that the employee has met or exceeded standards of performance as assessed by the employer against the job description and/or written requirements for the position.

From 17 October 2022 progression through steps within the minimum and maximum rates that apply to each Grade will occur on an 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 in writing no later than two months prior to the progression due date.

3.8.2 Where the employee is paid on the Grade D range of rates, the employer will review the employee's salary annually. This review, which is not required if the employee has reached the top of the range (i.e. the highest rate in the Grade), will be carried out after discussion with the employee.

The employer will take into account whether the employee has met or exceeded standards of performance as assessed by the employer against the job description and/or written requirements of the position in reviewing the salary. Other factors which the employer will take into account are:

particular skills, qualifications, on the job experience and level of responsibility;

the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position;

whether the current salary level is commensurate with the duties required;
salary rates shall not be reduced by reason of the operation of the ranges of rates.

3.8.3 Where an employee wishes to have their salary review reconsidered they shall refer the matter to the school board. The employee shall have the right to representation at any stage.

3.9 Movement between grades

3.9.1 Movement between grades shall occur by appointment to an established position, or by regrading of a position where the requirements of the position have altered substantially. An employer shall consider the factors in clause 3.6 or 3A.3 or 3B.2 as the criteria for movement between grades. Where movement between grades occurs the employee shall be paid on a step at a rate not less than that which the employee was previously paid.

3.10 Recognised Qualifications

3.10.1 Employees holding qualifications on the New Zealand Qualifications Framework that the employer, in discussion with the employee, agrees that the qualification is relevant to the employee's job description and current position shall be paid an allowance as follows:

Group One: level 4-5 qualifications and level 3 teacher aide qualifications - \$0.29 per hour, to a maximum of \$625 per annum.

Group Two: level 6 qualifications - \$0.44 per hour, to a maximum of \$875 per annum.

Group Three: level 7-8 qualifications - \$0.58 per hour, to a maximum of \$1,125 per annum.

Notes:

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

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

3.10.2 Salaried employees shall receive the appropriate allowance of \$625, \$875 or \$1,125 as the case may be in fortnightly instalments, pro-rated for part-time employees.

3.10.3 Only one allowance shall be paid for a qualification that the employer agrees is relevant to the employee's position which shall be for the highest qualification held by the employee. Upon obtaining a higher recognised qualification that the employer agrees is relevant to the employee's position and job description, the employee shall become eligible for the higher payment.

3.10.4 Until 27 January 2012, employees were entitled to be paid a qualifications allowance as per provisions in the Support Staff in Schools Collective Agreement 10 December 2009 – 31 March 2011 as if those provisions were incorporated into this collective agreement.

3.10.5 Anyone eligible for a qualifications allowance under clause 3.10.4 will continue to be eligible for that allowance for as long as they remain employed by that employer in that position.

Note: A copy of the Recognised Qualifications provisions and the qualifications recognised under the provisions of Appendix A Support Staff in Schools Collective Agreement 10 December 2009 to 31 March 2011 can be found on the

[Ministry of Education website.](#)

3.11 Higher duties

3.11.1 An employee who is required by the employer to substantially perform the duties and carry out the responsibilities of a higher graded position for five consecutive working days or more shall be granted a higher duties allowance.

3.11.2 The amount of the higher duties allowance will be an additional 5% on the employee's existing pay rate/salary (excluding allowances) for the period when the employee performs the duties and carries out the responsibilities of the higher graded position.

3.11.3 The allowance shall be paid from the first day of acting up, including the first five days.

3.11.4 The allowance shall be included in the employee's pay rate/salary in order to calculate the appropriate holiday pay for that employee.

3.12 Payment of employees

3.12.1 An employee shall be paid the appropriate hourly or annual rate, according to the hours and/or weeks actually worked, as determined by the employer under clauses 2.4.2 and 2.4.3. An employer shall not be obliged to pay any employee:

During periods when the school is not open for instruction of pupils unless the employee is specifically required to work during those periods; and/or

During periods when the employee is specifically not required to work according to clause 2.5.1.

3.13 Method of payment

3.13.1 Employees shall be paid fortnightly by direct credit to the employee's nominated bank account.

3.14 Salarisation

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

3.15 Annualisation

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

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

3.15.3 The following employees whose employment includes periods of time when that employee does not have paid

work available with the employer may seek the agreement of their employer to have their annual earnings annualised:

Permanent employees; or

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

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

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

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

An annualisation agreement must be in writing, be signed by the employer and employee and clearly detail the individual elements of that agreement.

An annualisation agreement must be recorded on the Employer/Employee Annualisation Agreement form, which requires the signature of the employee and the authorised representative of the employer, and must be submitted with the applicable Payroll Start of Year forms (due to Payroll centres by approximately 1 December each year).

Each annualisation agreement must commence from the start of the “annualisation year” or **31 January** and continue for the full twelve month period unless there is agreement to discontinue the arrangement.

If the employee’s regular hours of work changes and/or the employee’s pay rate changes a new Employer/Employee Annualisation Agreement form must be completed, signed by the employer and employee and forwarded to Payroll.

At the beginning of term two, or if the employee believes there is a discrepancy in the calculation, the employer and employee shall meet to review the agreement to ensure that both parties are satisfied that the annualisation calculation is accurate and to ensure that any variations have been addressed.

The employer and employee will meet to discuss whether they agree to continue the annualisation agreement for the following year, prior to any renewal of the arrangements.

A new annualisation agreement between the employer and employee, as per clause 3.15.6 (a) to (c) above must be completed to renew the arrangement.

If the process as per clause 3.15.6 (a) to (c) is not followed the employee’s pay will not be annualised for the following year.

3.15.7 Calculation and payment of annualised fortnightly rate

The annualised fortnightly rate shall be calculated by dividing the total weeks the employee shall be employed inclusive of annual leave, public holidays and additional paid leave as described in clause 1.6.5 by 52.1428 (365 days) weeks, or 52.2857 (366 days) weeks in a leap year, and multiplying by the resulting value by the “Actual Weekly Hours” as described in clause 1.6.4 when paying each fortnightly pay.

Payment shall be made for each day of the fortnight that falls within the annualised year defined in 3.15.6(c) or the next available pay day for any part fortnight at the commencement or end of the annualised year defined in 3.15.6(c).

3.15.8 Maintenance of records and recorded rates

The employer must ensure that they record the employee's actual daily hours as well as the annualised hours per week (see Employer/Employee Annualisation Agreement form).

At the start of the annualisation year, or when annualisation is recalculated as per clause 3.15.6(d), the employee shall be provided with a written record of the calculation by which those earnings have been annualised. The record must specify how any allowances have been incorporated in the annualised fortnightly rate.

3.15.9 Where an employee is absent on sick leave or domestic leave, he/she shall be paid for those days at the annualised fortnightly rate, provided that he/she has an entitlement to payment for those days under clause 6.5 or 6.6 of this collective agreement.

3.15.10 Where an employee works hours over and above the hours that have been included in the annualisation calculation, those additional hours shall be paid as per clause 3.12.1, in addition to the employee's annualised weekly pay, in the next available pay period.

3.15.11 Where the employee works overtime as per clause 2.7, those hours shall be paid at the overtime rate calculated on the basis of the actual hourly rate (unless the employer and employee have mutually agreed that the time in lieu provision shall apply).

3.15.12 Any time worked on a public holiday shall be paid in accordance with clause 6.1.7 and shall be calculated on the basis of the actual hours normally worked on that public holiday, and shall be paid in the next available pay period.

3.15.13 An employee will continue to be paid at the annualised fortnightly rate for up to two consecutive weeks of authorised leave without pay provided that:

where an employee has continued to be paid for a period of up to two consecutive weeks of authorised leave without pay, the employer will deduct the resulting monies owed to the employer from the employee in the next available pay.

where an employee's period of leave without pay is either unauthorised or is authorised but for a period greater than two weeks the employer will notify the employee that annualisation agreement will be discontinued.

where the annualisation agreement is discontinued a reconciliation payment of any monies owed will be calculated and this will be paid on the next succeeding regularly pay day. If and when the employee returns to work, he/she shall be paid at his/her actual hourly rate for the remainder of the annualisation year. The employer and employee may mutually agree to return to an annualisation agreement from the commencement of the next annualisation year.

3.15.14 Where an employee's employment terminates during a period of annualisation (as per clause 9.1), the employer shall provide the employee with two weeks written notice of any monies owed/owing as follows:

The final pay shall either:

include payment to the employee of all remuneration to which he/she was entitled for the period worked from the commencement of the annualisation year until the final day of work; or

enable the employer to recover any amount owed to the employer as a result of the annualisation process during the period worked from the commencement of the annualisation year.

The notice outlining the sum of monies owed/owing shall include a transparent description of the calculation used to establish that sum.

Part 3A Teacher Aide Remuneration

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

We are making improvements to our Download to Print functionality, so if you want a printed copy of this agreement please download the PDF version of the Support Staff in Schools' Collective Agreement at the top of this page.

3A.1 Application

3A 1.1 This Part 3A applies to employees who routinely undertake work described in the Teacher Aide Work Matrix Table set out in clause 3A.3.3 whether designated as a Teacher Aide or not.

3A 1.2 The following clauses from Part 3 do NOT apply to employees to whom Part 3A applies: clause 3.2; clause 3.3; clause 3.4; clause 3.5; clause 3.6; clause 3.7; clause 3.8.

3A.2 Teacher Aide pay equity

3A.2.1 The work of employees who routinely undertake work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is covered by a pay equity claim settlement.

3A.2.2 The pay equity claim settlement agreed between the parties to resolve the pay equity claim was recorded in a Settlement Agreement which is incorporated as Part 14 to this Collective Agreement and forms part of the terms of this Collective Agreement.

3A.2.3 The parties agree that the process undertaken and the information collated to assess and resolve the pay equity claim was suitable and sufficient for the parties to reach agreement on the claim.

3A.2.4 The parties agree that this Agreement is in full and final resolution of the Claim. The agreement reached reflects the parties view that it achieves pay equity and that there is no differentiation between male and female employees in the manner set out in section 2AAC of the Equal Pay Act 1972. Nor will any claim be made by either NZEI Te Riu Roa nor any employee covered by this agreement that any remuneration paid to any teacher aide is subject to any differentiation or undervaluation based on sex.

3A.2.5 No claim will be brought by any teacher aide covered by this agreement against either the Public Service Commissioner or the Secretary or a school board seeking back pay for any period prior to 12 February 2020.

3A.3 Teacher Aide Work Matrix Table

3A.3.1 The parties have agreed on a Teacher Aide Work Matrix Table for employees who, however designated or described, routinely undertake the work described in that table. The Work Matrix Table sets out the most common skills, responsibilities and demands that apply to teacher aides working within Grade A, Grade B, Grade C or Grade D. The Work Matrix Table will apply from 12 February 2020.

3A.3.2 The employer will need to assess the regular and ongoing skills/demands/responsibilities of each teacher aide role so that the grade recognises the highest level skills/demands/responsibilities that are required for competent performance of the role. An employer will need to consider what makes up the majority of the role, and not things that are a one-off or isolated event. Teacher Aides do not have to do every activity in a grade in order to be placed in a

particular grade.

3A.3.3 Teacher Aide Work Matrix Table

	General support	Additional support	Te Ao Māori
Grade A	<p>Follows structured programmes, lesson plans and activities</p> <p>Works with students under teacher supervision on a set variety of standardised and specified tasks e.g. Early Words, SRA reading programme.</p> <p>Assists students to stay on task.</p> <p>Monitors and observes students and acts to build trusting relationships with students and colleagues.</p> <p>Responsible for own work under regular supervision although may show others how to perform tasks as part of their orientation.</p> <p>Collaborates with others in their team.</p> <p>Prepares resources required by the class e.g. photocopying, laminating, paint preparation.</p> <p>Respects and accommodates language, heritage and cultures in a multi-cultural environment.</p>	<p>Supports learner's well-being, health and safety</p> <p>Primary responsibility of the role is the health and safety of a student/s and may perform simple tasks related to feeding, personal hygiene and/or monitoring and observing these students inside or outside the classroom.</p>	<p>Developing</p> <p>Requires some familiarity and ability to function on an informal basis in a Māori cultural context AND/OR</p> <p>Respects, accommodates and has some basic knowledge of Māori language/pronunciation, culture, beliefs, values and heritage and an interest and commitment to further develop their reo.</p>

Core skills will include: listening, patience, empathy, encouraging and resilience.

General support	Additional support	Te Ao Māori
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	General support	Additional support	Te Ao Māori
Grade B	<p>Follows structured programmes but can make minor adaption and creates activities</p> <p>Works with individual students and small groups delivering a range of subjects and topics OR works more in depth in a single or limited range of subjects.</p> <p>Will make minor adaptations to lesson plans and resources to ensure learning objectives are achieved and in response to individual student needs. Designs activities to supplement programmes.</p> <p>Supports inclusion in school and amongst peers and takes appropriate action to support students' wellbeing. Has more day to day independence although will have regular conversations with colleagues.</p> <p>Has occasional supervisory responsibility for other employees, parent help or volunteers.</p> <p>Uses a language other than English in daily conversations to provide assistance or respond to needs.</p> <p>Uses multi-cultural knowledge to guide students and colleagues or develop rapport.</p>	<p>Directly supports students with specific health, behavioural and/or other needs</p> <p>Provides direct support for specific health, behavioural and/or other needs of student/s in order to enhance the student's ability to integrate, improve, be independent and participate more fully in the school</p> <p>Implements behavioural, physiotherapy, and/or occupational therapy programmes as prescribed by specialists.</p> <p>Responsible for a range of physical care and will be required to ensure the students' dignity is maintained.</p> <p>Precision in providing care and safe handling is required.</p> <p>If responsible for behavioural needs students, must be constantly monitoring for escalating behaviours and diffuse these situations.</p>	<p>Supporting, guiding reo and tikanga</p> <p>Adapts and prepares te reo Māori resources and activities to support programmes.</p> <p>Uses te reo Māori in daily conversations to provide assistance or respond to needs.</p> <p>Supports teachers by guiding students and colleagues in tikanga on marae and during pōwhiri</p> <p>Participates in activities that encourage kaitiakitanga.</p> <p>Supports and encourages the use of te reo in the classroom.</p>

Additional skills at this level may include: active listening, calmness, tact.

	General support	Additional support	Te Ao Māori
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	General support	Additional support	Te Ao Māori
Grade C	<p>Independently delivers ongoing programmes with ability to adapt as required</p> <p>Has a high level of day to day independence which includes planning tasks and activities and clear accountability for delivering specific programmes to agreed standards.</p> <p>Will involve tailoring, testing, adapting and creating individual plans and resources within the programme.</p> <p>Provides regular provision of coaching and mentoring, guidance and training to other employees.</p> <p>Will identify and take action to understand the causes of students' emotional states and provide appropriate support or alert others where escalation is required.</p> <p>Provides cultural leadership which requires specific language skills, knowledge and expertise. Translates resources and materials into languages other than English</p> <p>Provides translation support for students.</p>	<p>Supports students with complex health, behavioural and/or other needs</p> <p>Specific expertise requiring active intervention to support students with additional needs. These needs include some or all of medical, behavioural, academic, pastoral and personal care. Skills may include learned physiotherapy techniques, proficiency in braille, sign, Makaton, and medical support e.g. mic-key.</p> <p>If responsible for behavioural needs students, must be constantly vigilant for escalating behaviours and defuses difficult situations which may pose risks to themselves or others e.g.: deescalating to avoid the need for restraint.</p> <p>Supports a student's wellbeing by engaging with family to address identified pastoral issues and enhance the student's ability to attend school and/or participate. This would include assisting new migrants with their transition into Aotearoa New Zealand culture and environment.</p>	<p>Speaks and role models te reo</p> <p>Delivers te reo Māori programmes including adapting and preparing resources and activities.</p> <p>Translates resources and learning materials into te reo Māori.</p> <p>Speaks te reo Māori when representing the school in the community.</p> <p>Coordinates and delivers kapa haka and/or other Māori arts programmes.</p> <p>Uses knowledge of students' background and whānau in order to make connections and provide appropriate support.</p> <p>Works with whānau and kaiako to support and encourage students' learning.</p> <p>Provides leadership at cultural events.</p>

Additional skills may include: ongoing mentoring, emotional engagement, de-escalating difficult situations, negotiation and/or persuasion.

	General support	Additional support	Te Ao Māori
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	General support	Additional support	Te Ao Māori
Grade D	<p>Creates, plans and delivers ongoing programmes requiring strong technical proficiency and skills</p> <p>Develops programmes, lesson plans and associated resources.</p> <p>Develops and organises or has a major collaboration role in a number of complex activities or programmes requiring the development and approval of longer term plans.</p> <p>The role de-escalates emotionally charged situations and overcomes significant barriers to learning by employing a wide range of techniques and competencies over time.</p> <p>The role has permanent supervision of other Teacher Aides or support staff.</p> <p>Requires immersion in at least two cultures and provides leadership across cultural boundaries.</p>	<p>Provides highly specialised support for students with complex health, behavioural and/or other needs</p> <p>Highly specialised skills are required to provide services to students with highly complex needs.</p> <p>In-depth understanding of the students' conditions and capabilities involves the independent or shared responsibility to amend, adjust or modify the level and type of support in response to progress or change.</p> <p>Formulates programmes for student/s.</p> <p>Leads crisis management interventions.</p> <p>The role de-escalates extreme emotionally charged situations and overcomes significant barriers to learning by employing a wide range of techniques and competencies over time.</p> <p>If working with behavioural students will need to be aware and respond to unpredictable behaviours where there are significant risks of harm to the student or others.</p> <p>Provides pastoral support, services or cultural liaison to student families on the school's behalf, to enable them to engage with education, integrate into the community and/or access appropriate community assistance.</p>	<p>A strong leader and advocate for te reo Māori in the kura and community</p> <p>Plans, coordinates develops and delivers learning programmes to support students' achievement in Te Marautanga o Aotearoa.</p> <p>Teaches subjects from Marau ā-kura in the national or local curriculum.</p> <p>Provides expert advice and guidance to teachers on te reo Māori, tikanga and/or how best to work with Māori students.</p> <p>Supports Kaiako and works with whānau to address serious issues of physical, emotional and/or mental wellbeing of students.</p> <p>The role requires a high level of fluency and good tikanga to apply a broad application of te reo Māori skills, customary concepts and traditions together with the ability to function effectively in Māori culture.</p> <p>Provides leadership in the school and/or community.</p>

Additional skills at this level may include: de-escalating extreme emotionally charged situations, complex planning, leadership.

3A.4 Teacher Aide Pay Rates

3A.4.1 The following pay rates will apply to all employees who routinely undertake work described in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not. The new pay rates will apply from 12 February 2020.

3A.4.2 Employers may treat the stated rates as minimum rates of pay and can agree a pay rate above the maximum of the rate for each Grade specified in this table.

3A.4.3 Teacher Aide Pay Rates

GRADE & STEP	RATE EFFECTIVE 27 NOVEMBER 2020	RATE EFFECTIVE 2 JUNE 2022	GRADE & STEP	RATE EFFECTIVE 2 JUNE 2023
A1	\$21.84	\$22.75	A1	\$23.56
A2	\$22.30	\$23.21	A2	\$24.03
A3	\$22.76	\$23.67		

GRADE & STEP	RATE EFFECTIVE 27 NOVEMBER 2020	RATE EFFECTIVE 2 JUNE 2022	GRADE & STEP	RATE EFFECTIVE 2 JUNE 2023
B-C 1	\$23.71	\$24.62	B-C 1	\$24.99
B-C 2	\$24.46	\$25.37	B-C 2	\$25.75
B-C 3	\$25.22	\$26.13	B-C 3	\$26.52
B-C 4	\$25.97	\$26.88	B-C 4	\$27.28
B-C 5	\$26.72	\$27.63	B-C 5	\$28.04
B-C 6	\$27.34	\$28.25	B-C 6	\$28.67
B-C 7	\$28.09	\$29.00	B-C 7	\$29.44
B-C 8	\$28.84	\$29.75	B-C 8	\$30.20
B-C 9	\$29.59	\$30.50	B-C 9	\$30.96
B-C 10	\$30.34	\$31.25	B-C 10	\$31.72
D1	\$30.34	\$31.25	D1	\$31.72
D2	\$31.42	\$32.33	D2	\$32.81
D3	\$32.49	\$33.40	D3	\$33.90
D4	\$33.57	\$34.48	D4	\$35.00
D5	\$34.14	\$35.05	D5	\$35.58
D6	\$35.72	\$36.63	D6	\$37.18

Notes:

- i. An employee is paid either an hourly rate or an annual salary.
- ii. To find the indicative annual salary rate for a 40 hour/week, 52 week/year employee, the hourly rate will be multiplied by 2,080.
- iii. To find the indicative annual salary rate for a 37.5 hour/week 52 week/year employee, the hourly rate will be multiplied by 1,950.
- iv. The minimum step for a teacher aide who is placed in Work Matrix A is step A1.
- v. The minimum step for a teacher aide who is placed in Work Matrix B is step B-C1.
- vi. The minimum step for a teacher aide who is placed in Work Matrix C is step B-C6.
- vii. The minimum step for a teacher aide who is placed in Work matrix D is step D1.

3A.5 Job Descriptions

3A.5.1 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.

3A.5.2 The job description and/or written requirements for the role may be reviewed by the employer and teacher aide and may be updated as required by the employer following consultation with the teacher aide.

3A.5.3 Substantial changes to the job description and / or written requirements for the position may not be made until after the employer has consulted the teacher aide and endeavoured to reach agreement.

3A.6 Placement on Appointment for Teacher Aides

3A.6.1 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.

3A.6.2 Upon appointment, each teacher aide role must be placed in a Work Matrix Grade (A, B, C, or D) using the Work Matrix Table set out in clause 3A.3.3.

3A.6.3 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 Work Matrix Table in clause 3A.3.3, 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.

3A.6.4 A teacher aide employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

3A.6.5 A teacher aide's pay rate can be at any point within the minimum and maximum rates of the applicable Work Matrix Grade as set out in the Teacher Aide Work Matrix Table in clause 3A.3.3. In determining the applicable pay rate the employer should also consider any particular skills and qualifications held by the teacher aide as well as any previous relevant paid or unpaid work experience.

3A.6.6 Where a teacher aide has previously been employed as a teacher aide under a Support Staff in Schools' Collective Agreement, and the break in employment (including between employers) has been less than 12 months, based on information about their previous employment provided to the employer by the teacher aide, placement on appointment must take account of 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 teacher aide since they were last employed.

3A.7 Progression within the Work Matrix Grades for Teacher Aides

3A.7.1 Progression through steps within the minimum and maximum rates that apply to each Work Matrix Grade will occur on a teacher aide's anniversary date each year, unless the employer considers that the teacher aide 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 teacher aide of this in writing no later than two months prior to the progression becoming due.

3A.7.2 Notwithstanding clause 3A.7.1 above, from 17 October 2022 teacher aides who on their anniversary date have been on the maximum step of Work Matrix Grade B-C step 5 for at least 12 months, will progress to step 6, unless the

employer considers the teacher aide's role remains solely within Work Matrix Grade B, and has informed the teacher aide of this decision in writing no later than two months prior to the progression becoming due, together with the reasons for that decision.

3A.7.3 A teacher aide, who has the right to representation at any stage, may request their employer reconsider their salary progression.

Part 3B Administration Support Staff Remuneration

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

We are making improvements to our Download to Print functionality, so if you want a printed copy of this agreement please download the PDF version of the Support Staff in Schools' Collective Agreement at the top of this page.

3B.1 Application

3B.1.1 This Part 3B applies to employees who routinely undertake work described in the Administration Support Staff Work Matrix Table set out in clause 3B.2.1 whether designated as an administrator or not.

3B.1.2 The following clauses from Part 3 do NOT apply to employees to whom Part 3B applies: clause 3.1; clause 3.2; clause 3.3; clause 3.4; clause 3.6; clause 3.7 and clause 3.8.

3B.2 Work Matrix Table

3B.2.1 The parties have agreed on the following Administration Support Staff Work Matrix Table for 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 required to perform work assignments which have substantial routine elements.	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 on for guidance. Communicating with others includes cooperation with colleagues, the ability to request and provide information.

WORK MATRIX GRADE	GENERAL DESCRIPTION	ELEMENTS
2	Skills and knowledge required to carry out general office work, involving varied routine and non-routine procedures.	<p>Develops the experience to consider the most appropriate process or procedure to follow to take account of changing work circumstances.</p> <p>Responsible for own work under limited supervision.</p> <p>Applies interpretation and judgement to solve problems within established policies and procedures.</p> <p>The role has frequent interactions with others inside and outside the school.</p> <p>Active listening, patience, discretion and tact will be required and persuasion may be necessary from time to time.</p> <p>Difficult situations are generally referred up.</p> <p>Provides occasional mentoring or short-term supervision.</p>
3	Specialised skills and in-depth knowledge of more complex methods and processes to provide multi-faceted or confidential services.	<p>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.</p> <p>Receives or provides complex or sensitive information and may have to utilise a range of different approaches to ensure understanding.</p> <p>Persuasion, influencing and negotiation may be required to diffuse difficult situations.</p> <p>Mentors or trains colleagues.</p> <p>Supervises junior staff.</p>
4	Provides advanced specialised technical services which are complex in nature within their area of expertise.	<p>Analyses a wide range of problems before selecting the most appropriate solution/s and have the freedom to resolve these within established policy frameworks.</p> <p>Involves supervision of staff which may include contractors.</p> <p>Provides confidential executive secretarial services.</p> <p>Provides translation from one language to another.</p> <p>Communication skills are a critical element in determining success.</p> <p>Achieves outcomes through logical and reasoned arguments, negotiations or building on-going empathetic relationships.</p>

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> <p>Subject matter experts within a particular field. Operates independently and applies established principles in area particular field. The role requires either extensive practical experience or a tertiary level qualification plus experience.</p> <p>The first level of "management" where planning, controlling, implementing plans and/or projects are required.</p> <p>Staff supervision including the ability to develop, motivate and appraise performance is usually required.</p> <p>Holds clear accountability for results.</p> <p>Influences medium-term decisions either through direct control or expert advice.</p>
6	<p>Positions at this grade manage functions within the school.</p> <p>Responsible for short- and long-term planning and the resulting outcomes for their function as well as a contribution to wider results.</p> <p>Responsible for policy and business development for their function within the school's overall business plans and objectives.</p> <p>Strong collaboration with other areas is essential to align priorities and achieve successful results.</p>

WORK MATRIX GRADE	GENERAL DESCRIPTION	ELEMENTS
7	<p>Positions at this grade are senior management roles with multifunctional responsibilities.</p> <p>Integrates several business functions and resolve internal conflicts.</p> <p>Assigns resources to optimise results rather than focusing on a single function and their outlook is typically on the medium- to long-term.</p>	

3B.3 Administration Support Staff Rates

3B.3.1 The following pay rates will apply to all employees who routinely undertake work described in the Administration Support Staff Work Matrix Table, whether designated as an Administrator or not. The new pay rates will apply from 20 August 2021.

3B.3.2 Employers may agree a pay rate above the stated maximum rate for each Grade specified in the pay rate table.

3B.3.3 Administration Support Staff Pay Rates:

GRADE	STEP	HOURLY RATE
1	1	\$22.75
2	1	\$24.57
	2	\$24.38
	3	\$25.20
	4	\$26.01
3	5	\$26.64
	6	\$26.64
	7	\$27.90
	8	\$28.53
4	9	\$29.39
	10	\$30.26
	11	\$31.12
	12	\$31.99
	13	\$32.88
5	1	\$34.13
	2	\$35.39

GRADE	STEP	HOURLY RATE
	3	\$36.64
	4	\$37.89
	5	39.14
	6	40.39
	7	41.64
6	1	\$42.61
	2	\$43.58
	3	\$44.54
	4	\$45.51
7	1	\$47.19
	2	\$48.88
	3	\$50.56
	4	\$52.25
	5	\$53.93
	6	\$55.62

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.
- iii. The minimum step for an employee placed in any of the Work Matrix Grades is the first step of that Grade.

3B.4 Translation to New Administration Support Staff Rates

3B.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:

CURRENT GRADE AND STEP	CURRENT HOURLY RATE	TRANSLATION GRADE	TRANSLATION STEP	TRANSLATION RATE
A1	\$21.78	1	1	\$22.75
B1	\$21.78	2	2	\$26.38

CURRENT GRADE AND STEP	CURRENT HOURLY RATE	TRANSLATION GRADE	TRANSLATION STEP	TRANSLATION RATE
B2	\$21.95	2	4	\$26.01
C2	\$21.95	3	5	\$26.64
C4	\$22.72	3	6	\$27.27
C4	\$23.59	3	7	\$27.90
C5	\$24.46	3	8	\$28.53
C6	\$25.33	4	10	\$30.26
C7	\$26.20	4	12	\$31.99
D7	\$26.20	5	1	\$34.13
D-RR	above \$26.20 up to and including \$28.82	5	2	\$35.39
	\$28.83 up to and including \$29.56	5	3	\$36.64
	\$29.57 up to and including \$30.52	5	4	\$37.89
	\$30.53 up to and including \$31.34	5	5	\$39.14
	\$31.35 up to and including \$32.73	5	6	\$40.39
	\$32.74 up to \$35.72	5	7	\$41.64
D8	\$35.72	5	7	\$41.64

3B.4.2 Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid on the current entry step of \$79,567 will translate to Grade 6, step 4; an annual rate of \$94,661 per annum.

3B.4.3 Executive Managers, who at the date prior to the pay equity rates coming into effect, are paid above \$79,567 and up to \$115,688 per annum will translate to the nearest higher step on the pay scale between Grade 6, step 4 and Grade 7, step 6 as set out in clause 3B.3.3.

3B.4.4 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.

3B.4.5 Administration support staff whose hourly rate upon translation exceeds the applicable Work Matrix maximum hourly rate will retain that higher rate.

3B.4.6 This translation is additional to, not a replacement for, annual progression under 3B.6.

3B.5 Placement on Appointment

3B.5.1 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.

3B.5.2 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 3B.2.1.

3B.5.3 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 3B.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.

3B.5.4 An administrator employed for two or more distinct positions, must be placed in the appropriate Work Matrix Grade for each position.

3B.5.5 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 administrator as well as any previous relevant paid or unpaid work experience.

3B.5.6 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.

3B.6 Progression within the Work Matrix Grades

3B.6.1 Subject to clause 3B.6.2 below, from 20 August 2021, for employees paid in Grades 5, 6 and 7 progression through the steps included **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.

3B.6.2 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.

3B.6.3 Subject to clause 3B.6.4 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.

3B.6.4 Progression under clause 3B.6.3 will occur unless:

- the employee is not meeting or exceeding standards of performance as outlined in 3B.6.2 above; or
- 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
- the employee has progressed to the maximum step of their applicable grade.

3B.6.5 An employee, who has the right to representation at any stage, may request their employer reconsider their salary progression.

3B.6.6 For employees employed prior to 4 July 2022, if progression on the basis of the rules set out in clauses 3B.6.1 to 3B.6.5 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.

3B.7 Pay Equity Review

3B.7.1 The remuneration of employees who routinely undertake work described in the Administration 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.

3B.7.2 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.

3B.8 Parental Payment

3B.8.1 Where an employee, who takes primary carer leave (as defined in section 2 of the Parental Leave and Employment Protection Act 1987) after 4 July 2022, returns to duty before or at the expiration of their parental leave and completes a further 6 months service, they qualify for a payment equivalent to 6 weeks' pay, at the rate applying for the 6 weeks immediately prior to the commencement of parental leave.

3B.8.2 Provided that, if both parents are employed in the school, or the employee's partner is employed in the Education Service or Public Service, 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.

3B.8.3 Any adjustments to the salary scale that are backdated into the period covered will apply.

3B.8.4 An employee who is absent on parental leave for less than 6 weeks will have their payment prorated based on the period of absence on parental leave.

3B.8.5 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than their normal hours for a short period only, prior to their commencing

parental leave, may have their case for full payment considered by the employer.

Part 4 Training and Professional Development

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

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4.1 Training

4.1.1 When new technology is introduced to the workplace for use by the employee, appropriate training should be provided as a matter of course.

4.1.2 Employees are entitled to ongoing training in recognition of the importance of keeping up with changing work patterns and technology. No employee shall be required to undertake training outside of work hours. Where it is agreed that training is both necessary and available only outside of work hours, the employee shall be given full pay or equivalent time off for the period of such training.

4.2 Professional development

4.2.1 The parties agree that ongoing professional development is an important component of the provision of quality support services within schools. Further the parties acknowledge that the provision of quality support services is aided by appropriately qualified staff.

4.2.2 Both the employer and employee are responsible for discussing and identifying appropriate professional development opportunities. This should occur on at least a 12 monthly basis and where possible be linked to the annual appraisal process.

4.2.3 Subject to clause 4.2.6, a Board may require an employee covered by this agreement to attend professional development opportunities for up to five days in each calendar year. The identification of such opportunities is likely to arise from the process referred to in clause 4.2.2.

4.2.4 The most appropriate opportunities may be in term time or during term breaks, and may be during the employee's normal working hours or outside those hours. When considering such opportunities, the employer will give every reasonable regard to the employee's external responsibilities and commitments.

4.2.5 Where an employee considers that they have not being provided with an appropriate professional development opportunity through the process referred to in clause 4.2.2, the employee may apply to the school board to have their attendance at a particular course approved and reimbursed in accordance with this clause. Such approval will be at the discretion of the school board based on the principles expressed in clause 4.2.

4.2.6 Where professional development occurs outside of work hours or on a day not normally worked, the employee shall receive full pay for the time spent at the course, including reasonable travelling time, for a maximum of eight hours per day. In addition the course costs and reasonable expenses shall be met by the Board. A minimum of four

weeks' notice of any such course will be given to the employee.

4.2.7 Where the professional development occurs on a day or days the employee would normally work, the employee will be entitled to have course costs and reasonable expenses paid by the employer in addition to normal wages for the day. Where the course length, including reasonable travelling time, exceeds the hours normally worked on the day, those additional hours shall also be on full pay to a maximum of eight.

4.2.8 Where the employer requires the employee to use their own vehicle, reasonable expenses shall include mileage payments as per clause 5.1.

4.2.9 The overtime provisions in this agreement shall not apply to the time spent on professional development.

Part 5 Expenses and Allowances

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

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5.1 Motor vehicle allowance

5.1.1 Employees required by their employer to use their own vehicles for school business shall be paid an allowance of \$0.62 per kilometre.

5.2 Protective clothing

5.2.1 All employees required by their employer to wear protective clothing shall be provided with appropriate garments. The garments will be laundered at the employer's expense. The clothing shall remain the property of the employer and shall be returned promptly where the employee ceases employment with the employer.

5.2.2 Where employees, in the course of their employment are expected to work in swimming pools assisting children with special needs, the employer shall meet the cost of swimwear up to a maximum of \$75.00 per year upon production of receipts.

5.3 First aid allowance

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

5.4 Tiaki allowance

5.4.1 Where an employee, other than an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is required to clean up a student soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds) in the course of

her/his duties, she/he shall be paid an allowance of \$3.85 per day or part thereof. From 13 July 2022 the allowance will be \$4.95 per day or part thereof.

5.4.2 Where an employee is required to clean up a student soiled with other forms of body fluids, the allowance shall be payable at the employer's discretion.

5.4.3 This allowance shall be payable for no more than one attendance to such duties per day.

5.4.4 Where an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is required to provide personal care by cleaning up a student soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds), the employee shall be paid one of the following two allowances:

where the personal care is required as part of the employee's ongoing responsibilities and occurs at least once per day or five times in any week, the employee shall be paid an hourly allowance at the rate of 10% of step 5 of Grade B-C.

where the personal care is required in the course of the employee's duties on an occasional or one-off basis, the employee shall be paid an allowance of \$4.95 per incident to a maximum payable of once per day.

5.4.5 No employee will receive more than one Tiaki allowance at any point in time.

Note: The hourly allowance in 5.4.4(a) shall be paid for all hours worked, regardless of whether cleaning of bodily fluids is actually required. For example, it is payable when a child requiring personal care is absent so the employee in receipt of the allowance does not have to perform this work.

Note: From 27 November 2020 the Tiaki allowance set out in clause 5.4.4(a) is set at \$2.67 per hour, increasing to \$2.76 per hour from 2 June 2022 and \$2.80 per hour from 3 June 2023.

5.5 Work during school trips and school camps

5.5.1 For any school camp or trip, where the employee is required to be in attendance (including staying overnight) the employee is not entitled to overtime under clause 2.7 but will be paid at the minimum adult wage rate for any hours worked between 6pm and 8am.

Note: For avoidance of doubt, these hours must be paid whether or not the employee is required by circumstance to be awake in the night.

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

5.6 Meal allowance

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

Part 6 Holidays

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

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6.1 Public holidays

6.1.1 The Holidays Act 2003 shall apply except where otherwise provided.

The following days shall be observed as public holidays and paid in accordance with the provisions set out below:

Christmas Day

Boxing Day

New Year's Day

The day after New Year's Day

Waitangi Day

Good Friday

Easter Monday

Anzac Day

Sovereign's Birthday

Matariki

Labour Day

Anniversary Day (as observed in the locality concerned).

In addition to the public holidays listed in clause 6.1.1(a) all staff shall be entitled to observe Easter Tuesday as an additional paid holiday. Support staff previously on the Administrative scale, who were on 28 June 2015, entitled to observe the day after Boxing Day as an additional paid holiday, shall continue to have that entitlement, subject to clause 6.1.1(c).

Employees, for whom clause 6.3.7 applies, shall no longer have the entitlements specified in clause 6.1.1(b).

6.1.2 In the event of a public holiday falling on a Saturday or Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on that Monday then the whole holiday shall be observed on the succeeding Tuesday. For clarity this does not apply to the day after Boxing Day.

6.1.3 Other than as provided in clause 6.1.5 below, employees shall be paid for the public holidays listed in clause 6.1.1(a) above on the basis of the hours they would normally work on the day of the week on which the public holiday is observed. For clarity, public holidays which are observed during a term break shall be paid provided that the employee:

During term time normally works on the day of the week on which the public holiday is observed; and
Is in continuous employment which extends beyond that term break.

6.1.4 An employee whose employment is terminated (including expiry of a fixed term agreement) but whose final date of work is notionally extended by any annual leave holiday entitlement (in accordance with s40 of the Holidays Act 2003) to include a public holiday falling on a day normally worked (including during a term break), would receive the relevant daily pay for that day.

6.1.5 With regard to Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day, these shall be

paid public holidays for all employees who are employed within ten working days of the last day the school is open for instruction in an academic year. Provided that this shall also apply where the employee's employment ceases due to termination of the delivery of the curriculum to a particular student or students and this occurs within one month prior to the last day the school is open for instruction in an academic year. Payment for these public holidays will be on the basis that the employee:

During term time normally works on the day of the week on which the public holiday is observed; and
Is in continuous employment which extends beyond the particular period during which the school is not open for instruction.

6.1.6 Except as provided under clauses 6.1.3 and 6.1.4 above, it is not intended that an employee specifically on leave without pay would be eligible for a paid public holiday. Provided that an employee who has applied for and been granted a period of leave without pay which spans a term break shall not be entitled to payment for any public holiday which is observed within that term break.

6.1.7 An employee who is required to work on a public holiday shall be paid at the rate of time and one half of their relevant daily pay for all time worked and shall be entitled to a paid day in lieu to be taken at a subsequent mutually agreed date.

6.1.8 Notwithstanding the above, staff on the previous Administrative scale as at 28 June 2015, shall also be entitled to continue to observe the day after Boxing Day as an additional paid holiday provided that they are not employees to whom clause 6.3.7 applies.

6.2 Service for leave purposes

6.2.1 Except as provided in clause 6.2.5 below, 'continuous service' for leave purposes shall mean the aggregate of the employee's employment with any state or integrated school.

6.2.2 'Continuous service' shall not be broken by

any period of leave with pay; or
any period of approved leave without pay of up to 12 months; or
a break in employment (including between employers) of less than 3 months.

6.2.3 'Continuous service' for a fixed term employee shall not be broken by

a break of 20 consecutive working days or less between engagements; or
any period when the school is closed for instruction; or
absence on approved sick leave.

6.2.4 For the purposes of leave aggregation under clauses 6.2.1 to 6.2.3 above any break between engagements, or any period of leave without pay, in excess of 20 consecutive working days will interrupt but not break (except as provided under clauses 6.2.2 or 6.2.3 above) service. Parental leave will, however, count as service as provided for under s43 of the Parental Leave and Employment Protection Act 1987.

6.2.5 All service or continuous service accumulated after 1 March 1995 shall be calculated on the basis set out in clauses 6.2.1 to 6.2.4 above. Those employees who were party to the Support Staff in Schools Collective Employment Contract which applied prior to 1 March 1995 retain all service or continuous service which they had accumulated prior

to 1 March 1995.

6.3 Annual leave

6.3.1 All annual leave shall be taken at a time in which the school is officially closed for instruction (unless there is, or has been, agreement to do otherwise).

6.3.2 All employees are entitled, based on their current continuous service (as defined in clause 6.2) and to the leave provisions contained in clauses 6.3.5 or 6.3.6 or 6.3.7. No employee shall be covered by more than one of these three clauses at any point in time.

6.3.3 For the purposes of annual leave, a 'week' of leave for an employee is based on her/his ordinary working week.

6.3.4 Holiday pay will be paid in the employee's fortnightly cycle as per clause 3.13.1. An employee can elect the option of having her/his holiday pay paid as a lump sum prior to taking annual leave by giving her/his employer two weeks' notice.

6.3.5 For all employees

All employees shall be entitled to four weeks' annual leave in addition to public holidays and additional paid holidays provided for in clause 6.1.1(a).

Where the employee commences employment with an employer after the beginning of the school year the employer shall, in that first year, pay to the employee, when they take leave at the end of the school year, an amount equal to 8% of gross earnings for the period worked for that employer during that school year, less any annual leave payment made in advance by that employer.

Where an employee's employment terminates before the end of the school year annual leave shall be paid in accordance with the Holidays Act 2003.

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

Upon completion of five years' current continuous service (as defined in clause 6.2) in a state or integrated school employees shall for the sixth and subsequent years be entitled to accrue 4.6 weeks' of annual leave in addition to public holidays and the additional paid holidays described in clause 6.1.1(b).

Where the employee commences employment with an employer after the beginning of the school year, the employer shall pay to the employee an amount equal to 9.2% of gross earnings for the period worked for that employer during that school year, less any annual leave payment made in advance by that employer.

Where an employee's employment is terminated before the end of the school year, annual leave shall be paid in accordance with the Holidays Act 2003, except that holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 6.3.5(b).

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

Upon completion of ten years current continuous service (as defined in clause 6.2) in a state or integrated school employees shall for the eleventh and subsequent years be entitled to accrue five weeks of annual leave in addition to public holidays and the additional paid holidays described in clause 6.1.1(b) subject to clauses 6.3.7(b) and (c) below.

Employees entitled to five weeks' annual leave under this clause, shall no longer be entitled to the day after Boxing Day (where provided for in the collective agreement) and Easter Tuesday as additional paid holidays (as

outlined in clause 6.1.1(b). Notwithstanding clause 6.3.1, employees agree to take the day after Boxing Day and Easter Tuesday as paid annual leave days.

Where the employee commences employment with an employer after the beginning of the school year, the employer shall pay an amount equal to 10% of gross earnings for the period worked during that school year for that employer, less any annual leave payment made in advance by that employer.

Where an employee's employment is terminated before the end of the school year, annual leave shall be paid in accordance with the Holidays Act 2003, except that holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 6.3.6(b).

6.4 Long service leave

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

6.4.2 On the completion of 20 years' service special education assistants shall be granted 4 weeks long service leave with full pay. Such leave is to be taken within 5 years of the completion of 20 years' service.

6.5 Sick leave

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

6.5.2 An employee is entitled to 10 days' sick leave for each 12 months of continuous employment in addition to any sick leave accumulated at the date of this agreement.

6.5.3 The provisions of this clause regulate the application of paid sick leave under clause 6.5:

Sick leave is to be paid in respect of actual working days but excluding any public holiday.

Sick leave shall be accumulated. It may not be anticipated except where the employer and the employee agree.

An employee shall produce a medical certificate or other evidence of their illness of him or her for absences exceeding three days if required to do so by the employer.

The employee must inform the employer of the intention to take sick leave as early as possible before they are due to start work or, if not practical, as early as possible after that time.

6.6 Domestic leave

6.6.1 The employer shall grant the employee leave on pay as a charge against their sick leave entitlement when the employee is absent from work to attend to a person who is dependent on the employee for care. This shall not preclude the employer from granting additional leave in accordance with clause 6.10 below.

6.6.2 The production of a medical certificate or other evidence of illness may be required.

6.7 Bereavement leave/tangihanga leave

6.7.1 An employee shall be granted bereavement/tangihanga leave on pay to allow a reasonable opportunity for the employee to discharge his or her obligations and/or to pay his or her respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any members of the employee's family, or person who, because of particular cultural requirements on the employee, he or she is obliged to attend to as a part of a tangihanga or its equivalent.

6.7.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:

The closeness of the association between the employee and the deceased

The responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death

The amount of time needed properly to discharge any responsibilities or obligations by an employee

Reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas. However, any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by s70 Holidays Act 2003.

Notes:

The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child (including by reason of miscarriage or still birth), brother or sister, grandparent, grandchild or spouse's parent is three days' paid leave.

The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in clause 6.7.1 exist is one day.

6.7.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay shall be granted, but as a last resort.

6.7.4 Bereavement while absent on leave

(Where an employee is absent on annual leave and a bereavement occurs the employer shall be notified and will determine the number of days of bereavement leave to be granted in accordance with clause 6.7.2 above. The days shall replace the annual leave

If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.

The above provisions will not apply if the employee is on leave without pay.

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

6.8 Parental leave

6.8.1 Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987. The following provisions are by way of summary of the Act. Further details are available at [http://www.employment.govt.nz/leave-and-holidays/parental-leave/\(external link\)](http://www.employment.govt.nz/leave-and-holidays/parental-leave/(external link)) or free phone 0800 20 90 20.

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

the employee has worked for the same employer for the immediately preceding 6 months before the expected date of delivery or the date of adoption; and

the employee has worked at least 10 hours per week during that period.

6.8.3 Parental Leave is:

primary carer leave of up to 26 weeks;
special leave of up to 10 days;
paternity leave of up to 2 weeks; and
extended leave of up to 52 weeks.

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

6.8.5 Parental Grant - The following provisions apply to special education assistants:

where an employee who was absent on primary carer leave of 12 months returns to duty before or at the expiration of the leave and completes a further six months service, they qualify for a payment equivalent to 30 working days leave on pay;
an employee who is absent on primary carer leave for less than six weeks (30 working days) will receive that proportion of the payment provided in 6.8.5 (a) which their absence represents to 30 working days; and
an employee who was absent on primary carer leave returns to work on a part-time basis qualifies for the payment provided in 6.8.5 (a) and (b) as appropriate at the end of six months service provided that they were previously employed on a full-time basis.

6.9 Jury service

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

6.10 Other leave

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

6.11 Family Violence Leave

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

6.12 Disregarded Sick Leave

6.12.1 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:

complying with a written request or direction from a Medical Officer of Health to refrain from attending school for a specified period, or
is otherwise prevented from attending work by a relevant Public Health Order.

6.12.2 The employee shall produce:

a medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days;
and

evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.

6.12.3 The maximum number of days of sick leave that can be disregarded is the lesser of:

The period specified by the Medical Officer of Health or the relevant Public Health Order; or

The number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.

6.12.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 6.12.1 above, the sick leave will be reinstated.

Part 7 Other Working Conditions

Support Staff in Schools' Collective Agreement

Effective 20 June 2022 to 19 February 2024

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7.1 Sexual Harassment Statement

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

7.2 Health and safety

7.2.1 The employer and employee will meet their obligations under the Health and Safety at Work Act 2015.

7.2.2 The employer's duties include:

providing and maintaining a safe working environment for employees and others in the workplace

providing and maintaining facilities for the welfare of the employee while at work

providing all necessary training and instructions to employees

making sure machinery and equipment is safe

making sure working arrangements are not hazardous

providing procedures to deal with work emergencies

making sure health and safety employee engagement and participation processes are in place

consulting and cooperating with other businesses operating in the same workplace(s) to keep everyone safe and healthy.

7.2.3 The employee will follow the employer's health and safety rules and procedures. The employee will take reasonable care to look after their own health and safety at work, their fitness for work, and the health and safety of others.

7.2.4 Examples of how the employee can take reasonable care include:

following all reasonable health and safety rules and instructions
participating in health and safety discussions
exercising their right to refuse to do unsafe work
taking reasonable care that their actions (or inactions) do not cause harm, or risk of harm, to themselves or others
not reporting for duty under the influence of alcohol or drugs that impair their performance or fitness for work
wearing all necessary personal protective equipment and clothing.

7.2.5 The employee must report any potential risks, incidents and near misses so the employer can investigate, and eliminate or minimise harm or risk of harm.

7.2.6 Failure to follow reasonable health and safety rules may be considered serious misconduct.

7.2.7 Employers are encouraged to establish a health and safety committee. If a health and safety committee exists, employers are encouraged to include support staff in the composition and support staff employees are encouraged to participate in the work of the committee.

7.2.8 Support staff are encouraged to stand in elections for health and safety representatives under the Health and Safety at Work Act.

7.2.9 The employer must allow an elected health and safety representative to take in each year the amount of paid leave that is specified in the Health and Safety at Work Act for the purpose of attending health and safety training (currently two days).

7.2.10 The employer will ensure that any employee who is a health and safety representative or health and safety committee member has reasonable time and resources to undertake their role effectively.

7.3 Security

7.3.1 Boards shall take all practical steps to ensure the safety of employees especially when employees undertake banking duties and work in isolated areas on the school site.

7.3.2 Boards shall ensure that all employees have the opportunity to be fully involved in the development of procedures as specified in clause 7.3.1.

7.4 Immunisation

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

7.4.2 In situations where employees may be at significantly increased risk of acquiring hepatitis B or similar diseases because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. Immunisation will be provided by the employer if appropriate.

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

7.5 Technology

7.5.1 The employer shall recognise its responsibility for the protection of the health and safety of employees operating electronic technology, and shall comply with the latest protective guidelines contained in the Update to WorkSafe - Guide for using computers (2017) or any other relevant visual display units code subsequently introduced and agrees to apply this any time visual display units are used by employees.

7.5.2 When an employer is considering the introduction of new technology the employees likely to be affected will be fully consulted. The employees are entitled to representation of their choice throughout the process.

7.5.3 The minimum requirements for the placement and use of photocopiers and multilith machines are:

- access/ventilation space required on all sides of unit;
- employees shall not be seated within four metres of the machine;
- the machine should not in any circumstances be sited in a room of volume less than 4.5m³;
- large machines are to be located in a separate room specifically for the purpose with adequate mechanical ventilation;
- where photocopiers are located in open plan offices every effort shall be made to minimise excessive heat and noise.

The employer shall comply with any relevant code of practice subsequently introduced.

7.6 Eye tests / visual display units

7.6.1 Any permanent employee whose weekly hours of work set under clause 2.4.2 are not less than 20 per week and who works on a VDU for at least 50% of their normal working time shall be entitled to an eye test biennially or as required at the employer's expense. If the test discloses that prescription lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by a VDU, then the actual and reasonable cost of single vision spectacle lenses will be met by the employer. The employer will also meet the actual and reasonable cost of spectacle frames where the employee requires lenses for the first time.

7.6.2 If the employee chooses contact lenses the employer will meet the costs only up to the level required to be met under clause 7.6.1.

7.6.3 Employees who work continuously at VDU terminals will be provided with relief by variations in work, or by regular breaks of 10 minutes in every hour.

7.6.4 Pregnant VDU operators - while current scientific evidence supports the view that there are no adverse health effects or associated risks for pregnant women, the employer will make every effort to accommodate requests for alternative duties during the period of pregnancy. Employees who are temporarily redeployed for this reason should not be disadvantaged in relation to either pay or conditions of employment.

Part 8 Complaints and Discipline

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

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8.1 General

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

8.2 Ngā Kōrero Me Ngā Tikanga

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

8.2.2 Anei ra ētahi momo tikanga hei kōwhiringa mā rātou:

he huihuinga kei te marae;
he whakawhiti kōrero kanohi ki te kanohi;
ka hui mai te whānau hei tuarā mō te katoa; ā
ka hui mai ngā kaumātua kuia hei arahi hei tohutohu i ā rātou katoa.

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

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

8.3 Discussions in a Māori context

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

8.3.2 A Māori context and manner relates to the following:

meetings can be held on marae;
there is face to face engagement;
there can be whānau support for all involved; and
guidance and advice is often provided by kaumātua and kuia for all involved.

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

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

8.4 Discipline and dismissal

8.4.1 The following principles are to be followed when dealing with disciplinary matters:

The employee must be advised of the right to request representation at any stage.

The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.

The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.

If the offence is sufficiently serious an employee is to be placed on suspension with or without pay pending further inquiry under clause 8.4.1(b) above.

The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.

The provisions in Part 12 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.

8.4.2 Nothing in clause 8.4.1 prevents instant dismissal without notice in the case of serious misconduct.

Part 9 Termination and Abandonment of Employment and Record of Service

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9.1 Termination of employment

9.1.1 Unless otherwise agreed between the employer and the employee and except as provided in clause 9.1.2, termination of employment shall be by one month's notice by either the employee or the employer, to the other party; except in cases of serious misconduct which may warrant instant dismissal.

9.1.2 Where an employee is appointed for a fixed term pursuant to clause 2.3.3(a)(ii), and the date of the specified event is unknown at the time of appointment, the employee shall have their employment terminated on the occurrence

of that specified event. The employer is required to give at least two weeks' notice of termination of employment.

9.2 Abandonment of employment

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

9.3 Record of service

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

Part 10 Employment Protection, Surplus Staffing and School Merger Provisions

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10.1 Employment protection provisions

10.1.1 'Restructuring' is given the same definition as in section 69OI of the Employment Relations Act 2000 and includes:

- Contracting out; or
- Selling or transferring the employer's business (or part of it) to another person;

but excludes mergers (in the case of mergers clause 10.3 will apply).

10.1.2 Where work undertaken by an employee covered by this Agreement will be, or is likely to be, undertaken by a new employer (whether or not the new employer is an "employer" defined in clause 1.6.3) the employer will notify the National Office of the union(s) where one or more of the employees affected by the restructuring is a member of the union(s). In such circumstances the employer will meet with representative(s) of the union(s) to:

- Identify the issues the employee(s) wish to have considered by the new employer;
- Ensure that all current terms and conditions of employment of the employee(s) are accurately recorded; and
- Determine the process by which communications to/from the employee(s) will be conducted.

10.1.3 The employer will encourage the new employer to agree to the involvement of the union(s) in the processes described in clauses 10.1.4 and 10.1.5 below.

10.1.4 Having completed the process described in clause 10.1.2 above, the employer will meet with the new employer to:

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
seek a proposal for the employment of the affected employees by the new employer, including clarification of the terms and conditions upon which those employees would be offered employment by the new employer.

10.1.5 The following shall be matters for clarification under clause 10.1.4(b) and again should be read in conjunction with the surplus staffing provisions of this collective agreement.

the number and type of positions that may be offered by the new employer to employees affected by the restructuring;
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);
the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
the arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance, including whether any offers of employment made by the new employer will be conveyed through the representatives of the union(s).

10.1.6 The notice provisions of the surplus staffing provisions shall apply as described in clauses 10.2.3 and 10.2.4 below.

10.1.7 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in clause 10.2 below. This clause as a whole shall be read in conjunction with those provisions.

10.1.8 Clause 10.1 shall be read in conjunction with clause 10.2.

10.2 Surplus staffing provisions

10.2.1 The following provisions shall not apply to any fixed term employee (see clause 2.3.3). The provision in relation to staff affected by a merger of two or more schools are set out under clause 10.3 and any provisions in clause 10.2 will only apply where they are specifically provided for in clause 10.3.

10.2.2 A surplus staffing situation may arise when the work undertaken by the employee ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:

the reorganisation or review of work;
a change in plant (or like cause) relevant to the individual employee's employment; or
change of status or closure of the school, or the sale or transfer of all or part of the school.

10.2.3 The employer shall, at least one month prior to issuing notice of termination, advise any affected employee(s) of the possibility of a surplus staffing situation within an occupational category in the school.

10.2.4 The period of notice is to allow time for discussion between the employer and the employee(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. The employer shall consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining.

10.2.5 If the required number of positions cannot be achieved through attrition (refer clause 10.2.4) and a surplus staffing situation still exists, all available positions in the occupational category will be internally advertised and appointments made from existing employees in that category. Where there is only one position in the identified occupational category in which the surplus exists identification of the position shall be automatic.

10.2.6 Employees who are not appointed or who are identified as surplus in terms of clause 10.2.5 above shall be given a minimum of one month's written notice of termination of employment provided as for in clause 9.1. Except in exceptional circumstances (e.g. long-term sick leave), or as agreed with the employee, this notice shall be given at such a time as to ensure it covers a period of a full month during which the employee is paid and at work.

10.2.7 During the notice of termination period both the employer and the employee shall make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.

10.2.8 In the event that a reasonable offer of employment in the education or state service is made the employer's responsibilities under these provisions shall be fulfilled.

10.2.9 For the purposes of clause 10.2.8 a reasonable offer of employment shall constitute an offer of employment that:

- is in the same location or within reasonable commuting distance;
- 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 employee prior to or at the conclusion of the notice of termination period.

10.2.10 If the offer of employment referred to in clause 10.2.9 is not a reasonable offer by reason only that it is not available to be taken up by the employee before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee; and under these circumstances the offer shall be deemed to be reasonable. The employer must first ensure that in granting such extended notice that this complies with any funding arrangement applying to the school.

10.2.11 In the event of a school closure, the employee may be made an offer of employment prior to the disestablishment of the position at another state or integrated school. Where this is an offer of employment to a lower graded position or a position at a lower hourly / salary rate than that previously held, the employee shall be entitled to an equalisation allowance calculated in accordance with clause 10.3.10(f). Where this is an offer of employment to a position with reduced hours to that previously held, the employee shall be entitled to a partial redundancy payment calculated in accordance with clause 10.3.10(g). Where the employee accepts such an offer the employer of the closing school's responsibilities under clause 10.2.12 below shall be fulfilled. Where the employee does not accept such an offer the provisions of clause 10.2.12 shall apply.

10.2.12 Except as provided under clause 10.2.11 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the employee will be entitled to redundancy pay calculated as follows:

- 6 weeks' pay for the first year of service and two weeks' pay for every subsequent year or part thereof to a maximum of 30 weeks' pay in total.

Notes:

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.

An employee with less than one year's service shall receive a pro-rata payment.

For the purposes of the redundancy calculation the definition of service is the same as that for continuous service defined in clauses 6.2.1 to 6.2.4 above provided that no period of service that ended with the employee receiving a redundancy or severance payment shall be counted as service.

All holiday pay and wages owing.

10.2.13 A work reference or record of service shall be provided on the employee's request.

10.3 Staffing merger provisions

10.3.1 The purposes of these provisions are to:

Provide a staffing merger process that facilitates a fair and orderly transition;

Ensure an appropriate structure is in place to enable the merged school to function efficiently and effectively;

Ensure that as many employees as possible currently employed in a merging school are re-assigned or re-confirmed to positions in the merged school;

Ensure that employees of the merging schools who are not reconfirmed or reassigned to positions in the merged school have access to redundancy compensation in a fair and timely manner.

10.3.2 "Merging schools" includes the merging school(s) and the continuing school before the date of merger; and "merged school" is the continuing school from the date of merger.

10.3.3 "Employee" shall mean a permanent employee of one of the merging schools who falls within the coverage clause of this Agreement.

10.3.4 Employment Protection

Actual vacancies that arise at the schools involved in a merger or the merged school, from the earlier of the announcement of a staff review or Gazette notices shall be filled with temporary appointments. However, if operational needs require, the employer may determine, in consultation with the union, that any such position may be made permanent. This moratorium applies until the completion of the reconfirmation/reassignment process and notice period, except as provided elsewhere in clause 10.3.

Throughout the staffing merger process the employer shall attempt to meet any reduction required by the use of attrition.

Throughout the staffing merger process no support staff position at the merged school shall be externally advertised until the reconfirmation and reassignment processes described in clauses 10.3.9 and 10.3.10 respectively have been finalised.

10.3.5 Needs Analysis

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

This committee shall conduct a needs analysis in consultation with employees and the union.

The needs analysis shall:

identify the future support staff structure and needs of the merged school; and

ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade

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

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.)

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

When the final staffing structure is announced, the employer shall invite all employees to express a preference (or preferences) in writing, for a position (or positions) at the merged school. Where this announcement identifies the possibility of a position or positions being disestablished, any affected employee(s) shall be given one month's written notice of a possible surplus staffing situation within her/his occupational category in the school. This period of notice must be allowed before notice of termination, as described in clause 10.3.11(a) of this clause, may be given.

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

10.3.6 Appointments Process

The boards involved in the merger may agree on a Joint Appointments Committee or use the committee referred to in 10.3.5(a) above (hereafter referred to as the Committee). The Committee should be responsible for managing the reconfirmation and reassignment process for all staff.

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

10.3.7 Voluntary Option

Following the publication of the final staffing structure, the employer board shall invite written expressions of interest in the option of voluntary redundancy. Subject to the employee completing the required period of notice (two months, or less by mutual agreement) an employee whose application for voluntary redundancy is accepted shall receive her/his full entitlement to redundancy pay as prescribed by clause 10.2.12 (Surplus Staffing) of the Agreement.

An employee may continue to volunteer for this option without prejudice or withdraw from it at any point in the staffing merger process, providing the employer has not already accepted the application in writing. No letter of acceptance will be issued without the agreement of the Committee.

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

10.3.8 Appointment/Selection Process

For the purpose of clauses 10.3.9, 10.3.10 and 10.3.11 below:

'Reconfirmation' shall mean the process whereby employees are transferred to suitable positions at the reorganised 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.

'Reassignment' shall mean the process that applies to functionally equivalent positions.

'Functionally equivalent' shall mean positions which are generally similar in role, duties and status and which require similar qualifications, training, skills and experience but may have different titles.

'Merit' means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

10.3.9 Reconfirmation

The employer shall reconfirm (as defined in clause 10.3.8(a)(i) above) employees to suitable positions at the merged school.

An employee may be reconfirmed to her/his preferred position or, subject to her/his agreement, to a position for which she/he is appropriately qualified and experienced.

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.

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. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 10.2.12 (Surplus Staffing) of this agreement to the total number of reduced hours as set out under clause 2.4.2 (Hours of Work) of this Agreement. This total shall be paid as an allowance over the number of weeks of entitlement. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.

10.3.10 Re-assignment to Functionally Equivalent Positions

Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in accordance with clause 10.3.9, to a suitable position at the merged school.

Subject to the provisions in this section, if an employee expresses a preference for a position that is functionally equivalent (as defined under 10.3.8(a)(iv) above) to her/his current position, and she/he is the only suitably qualified and experienced employee for that position, she/he shall be reassigned to that position.

An employee may be reassigned to her/his preferred position or, subject to the agreement of the employee, to a position for which she/he is appropriately qualified and experienced.

Where there are more employees in positions that are functionally equivalent than there are such positions at the merged school, the employer shall seek internal applications for the position(s) from those employees and shall appoint the most suitable candidate(s) based upon merit.

An employee who is not appointed to a functionally equivalent position at the merged school may be reassigned to any vacant position for which she/he is suitable, or could become suitable with access to re-training, provided the terms and conditions are no less favourable and the duties and responsibilities are comparable.

An employee who accepts reassignment to a position assessed as being at a lower grade and/or offering a lower hourly rate/salary rate will be entitled to an equalization allowance for a period of one year from the date on which the reassignment takes effect. The equalisation allowance will be calculated on the basis of the difference between the hourly rate/salary rate paid to the employee prior to reassignment and that paid for the position to which she/he has been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12 month period, the allowance would be reduced accordingly or removed.

An employee who accepts reassignment to a position with reduced hours will be entitled to a partial redundancy payment. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in

clause 10.2.12 (Surplus Staffing) of this Agreement to the total number of reduced hours, as set under clause 2.4.2 (Hours of Work) of this Agreement. This total shall be paid as an allowance over the number of weeks of entitlement. Should the employee's hours increase over this period it will be reduced or removed accordingly. An employee who does not wish to accept reassignment to a position with less favourable terms and/or conditions will be deemed to have had her/his position disestablished. The provisions of clause 10.3.11 below will apply to any such employee.

10.3.11 Notice and Disestablishment of Positions

Any employee who is not reconfirmed or reassigned as per clauses 10.3.9 and 10.3.10 above will be deemed to have had their position disestablished and will be given written notice of termination advising of the date that the notice will take effect. This notice period will be a minimum of one month.

If, during the two-month notice period, a suitable permanent position arises at the merged school the employee may seek appointment to that position and, if she/he is suitably qualified and experienced, she/he shall be appointed to that position.

During the notice period the employer will provide reasonable paid time for the employee to attend interviews. Clauses 10.2.7 - 10.2.10 (Surplus Staffing) shall apply in relation to the notice period. These provisions emphasise the responsibilities in relation to securing alternative employment on the employer and employee. Where a reasonable offer of employment, as defined in clauses 10.2.8 and 10.2.9, is made in the education or state service, the employer has no further obligation in relation to redundancy payments. Scope exists to co-ordinate the notice period and availability of the new position.

If at the completion of the notice period alternative employment is not found in accordance with clause 10.3.9 and 10.3.10, or clauses 10.2.7 and 10.2.8 (Surplus Staffing) of this Agreement, the employee will receive redundancy and a work reference or record of service in accordance with clauses 10.2.12 and 10.2.13 (Surplus Staffing) of this Agreement.

Part 11 Union Related Rights

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Effective 20 June 2022 to 19 February 2024

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11.1 Access

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

11.2 Deductions

11.2.1 The employer shall deduct union dues from those employees who are bound by this Agreement and who have given the employer written authority to make such a deduction. The employer shall retain an administration fee of

2.5%. The employer shall remit such deductions to the appropriate union at mutually accepted intervals of not more than three months.

11.3 Paid union meetings

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

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

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

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

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

11.3.6 For the purposes of clause 11.3.5 the union must:

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

Part 12 Employment Relationship Problems

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12.1 What is an employment relationship problem?

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

12.2 Resolving an employment relationship problem

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

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

When a problem arises, union members should contact their local NZEI Te Riu Roa field officer or E tū organiser for advice and representation.

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

12.3 Personal Grievances

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

An employee may have a personal grievance where:

They have been dismissed without good reason, or the dismissal was not carried out properly.

They have been treated unfairly.

Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.

They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.

They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

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

For ease of access these are available at:

[http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM60322.html\(external link\)](http://www.legislation.govt.nz/act/public/2000/0024/latest/DLM60322.html(external link)).

12.4 Services Available

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

An information service

This is free. It is available by contacting MBIE or by phoning toll free 0800 20 90 20. MBIE's Employment Relations Service internet address is [https://www.employment.govt.nz\(external link\)](https://www.employment.govt.nz(external link)) and can be contacted by e-mail at info@ers.dol.govt.nz.

Employment Mediation Service

The Employment Mediation Service is a free and independent service available through MBIE.

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

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

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

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

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

Relations Authority.

The Employment Relations Authority

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

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

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

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

www.legislation.govt.nz(external link)

Part 13 Terms of Settlement

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

We are making improvements to our Download to Print functionality, so if you want a printed copy of this agreement please download the PDF version of the Support Staff in Schools' Collective Agreement at the top of this page.

Terms of Settlement

You can view the [Terms of Settlement here](#)[PDF, 437 KB].

Signatories

Support Staff in Schools' Collective Agreement
Effective 20 June 2022 to 19 February 2024

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Signatories

Dated this 17th day of June 2022:

for and on behalf of [Employer]

Tim Day, Senior Adviser, Employment Relations, Ministry of Education

for and on behalf of [Unions]

Eleanor Hughes, Executive Officer - Industrial, for the New Zealand Educational Institute - Te Riu Roa

on behalf of Advocate for E Tū

Witnessed by:

Kate Lethbridge, Principal Adviser, New Zealand School Trustees Association