

School Caretakers, Cleaners and Canteen Staff

Collective Agreement

10 July 2025 to 9 March 2027

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PART 1 – APPLICATION/TERM OF AGREEMENT

1.1 Parties to the Agreement

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

1.2 Coverage

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

1.2.2 The Agreement is also binding on each school caretaker, cleaner, or canteen staff who is employed by an employer listed in 1.2.1 above and who is, or becomes and notifies their employer of this, a member of E tū.

1.2.3 This Agreement is not applicable to a support staff administrator responsible for property maintenance administration.

1.3 Term of the Agreement

The term of this Agreement will be from 10 July 2025 until 9 March 2027.

1.4 Variations to the Agreement

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

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

1.5 Transitional Arrangements

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

1.6 Definitions

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

- 1.6.1 “**Employer**” means the School Board or Commissioner.
- 1.6.2 “**Union**” means E tū.
- 1.6.3 A “**Cleaner**” is a worker who is employed for the sole purpose of doing cleaning of any kind.
- 1.6.4 A “**Canteen Staff**” member is a worker employed in a school lunch programme, the kitchen, canteen or tuck shop or as a tea person in the school staffroom.
- 1.6.5 A “**Caretaker**” means an Assistant Caretaker, Grade One Caretaker or Grade Two Caretaker.
 - 1.6.5.1 An “**Assistant Caretaker**” is a worker employed to assist the caretaker in the carrying out of their duties.
 - 1.6.5.2 A “**Grade One Caretaker**” is a worker who is substantially employed to have the responsibility for the safety and good order of the grounds and buildings, and/or sports fields, gardens and other outdoor facilities, and to lock and unlock doors; and who may be required to perform and supervise duties of cleaning, attending to fires, heating plant and swimming pools, and to do minor maintenance but not work required to be undertaken by a registered or qualified tradesperson.
 - 1.6.5.3 A “**Grade Two Caretaker**” is a worker who carries out the duties of a Grade One caretaker outlined in clause 1.6.5.1, and in addition to the duties above, undertakes (and will be available and have the necessary skills and expertise to undertake) school maintenance work (in addition to minor maintenance work) which they are legally able to undertake and which would normally be undertaken by a registered or qualified tradesperson.
 - 1.6.5.7 A “**caretaker’s duties**” do not include locking up after evening classes, except where this is specifically required in the caretaker’s terms of employment.
- 1.6.6 “**NZQF**” means the New Zealand Qualifications Framework.
- 1.6.7 “**Agreement**” means the School Caretakers, Cleaners and Canteen Staff Collective Agreement 2025 – 2027.
- 1.6.8 A “**full-time employee**” is employed for 40 hours per week.
- 1.6.9 A “**part-time employee**” is regularly employed for less than 40 hours per week.

Note: Under clause 2.2.2, if the number of hours required for the care and cleaning of the school exceeds 35 hours per week, a full-time caretaker must be employed.

- 1.6.10 A “**fixed term employee**” is employed for a fixed period ending either 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 this way, 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 the employment will end and the reasons for ending their employment in that way. The following reasons are not genuine reasons for fixed-term employment:
- (i) To exclude or limit the rights of the employee under the Employment Relations Act 2000; or
 - (ii) To establish the suitability of the employee for permanent employment.
- 1.6.11 A “**casual employee**” is employed occasionally on an “as required/as available” basis to suit the employer’s needs. The employer has no express or implied obligations to provide ongoing work and does not guarantee any amount of work. The employee does not have to accept every offer of work.
- 1.6.12 A “**term time only employee**” is an employee whose employment includes periods of time when the employee does not have paid work available with the employer (i.e. they may not work some or all of the periods when the school is not open for instruction). This does not prevent the employee and employer agreeing that the employee will carry out some work during term breaks. Where a public holiday falls on a day that would otherwise be a working day it will be paid in accordance with the Holidays Act 2003.

1.7 Service

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

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

- 1.7.7 **Debited leave** - Any sick or long service leave taken during the credited previous employment periods is to be debited against current entitlements.
- 1.7.8 **Part-time employment** - Previous part-time employment can qualify on the same basis as full-time employment provided the other criteria are met, i.e. it is not reduced to full-time equivalence.

1.8 New Employees

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

PART 2 – HOURS OF WORK, OVERTIME AND CALLBACKS

2.1 Cleaners and Canteen Staff

- 2.1.1 Ordinary hours of work will not exceed:
- (a) Forty hours per week, to be worked on five days of the week (which wherever possible will be consecutive), Monday to Sunday inclusive (“weekly ordinary hours of work”), and
 - (b) Eight hours per day, which are, as far as possible, to be worked continuously from the time of starting work save for the intervals for meals (“daily ordinary hours of work”).
- 2.1.2 Intervals for meals will not be more than one hour or less than 30 minutes.
- 2.1.3 Overtime – Cleaners and Canteen Staff
- 2.1.3.1 Overtime is paid at a rate of time and one half.
- 2.1.3.2 All time worked in excess of the daily and/or weekly ordinary hours of work will be paid as overtime, subject to clause 3.2.12, in accordance with clause 2.1.3.1. In particular:
- (a) If a cleaner or canteen staff is required to work more than eight hours in any one day, they will be paid overtime.
 - (b) If a cleaner or canteen staff is required to work on a sixth or seventh day in any one week, they will be paid overtime.

2.2 Caretakers

- 2.2.1 Ordinary hours of work will not exceed:
- (a) Forty hours per week, Monday to Saturday inclusive. This can be worked as five consecutive days between Monday to Saturday or over six days where an employee has a half day off during the week and works on Saturday morning; and
 - (b) Eight hours per day, which are, as far as possible, to be worked continuously from the time of starting work save for the intervals for meals.
- 2.2.2 Where the number of hours determined by the employer for the proper care and cleaning of the school (as per clause 6.4) is 35 hours per week or more, the school will employ a full-time caretaker for 40 hours per week, unless otherwise mutually agreed between the worker and employer.
- 2.2.3 Intervals for meals will not be more than one hour or less than 30 minutes.
- 2.2.4 Where a caretaker is residing on the premises where they are employed, the time during which they are engaged on actual work coming within the scope of their duties as caretaker in connection with the building will be considered as working time.
- 2.2.5 By agreement between the employer and the employee they may work Monday to Friday inclusive up to two additional hours per day at ordinary pay, in substitution for any other ordinary day, or part thereof, provided adjustment is made in the same pay week.
- 2.2.6 Overtime - Caretakers
- 2.2.6.1 Overtime is paid at the rate of time and one half.

- 2.2.6.2 Subject to clause 3.2.12, all time worked in excess or outside of the hours of work prescribed in clause 2.2.1 will be regarded as overtime.
- 2.2.6.3 Overtime will only be worked where mutually agreed by the employer and caretaker.
- 2.2.6.4 Where previously agreed overtime is cancelled by the employer with less than 24 hours' notice, the caretaker will be paid one hour's pay at the overtime rate.
- 2.2.7 Callbacks - Caretakers
- 2.2.7.1 When a caretaker is asked and agrees to be called back (i.e. return to their place of employment) after having completed work and left the place of employment, they will be paid a minimum of two hours at their usual hourly rate.
- 2.2.7.2 Clause 2.2.7.1 above will not apply to a residential caretaker unless the callback results from an emergency and is of at least 30 minutes duration.
- 2.2.7.3 When a caretaker is contacted by phone for a work-related matter but is not required to return to the place of employment, they may be provided with equivalent time off in lieu, which will be no less than 30 minutes.

2.3 Rest and Meal Breaks – All Employees

- 2.3.1 Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000, as follows:
- If an employee's work period is more than 2 hours but not more than 4 hours, the employee is entitled to one 10-minute paid rest break.
 - If the employee's work period is over 4 hours, they are also entitled to a 30-minute unpaid meal break and if it is over 6 hours, they are also entitled to a second 10-minute paid rest break.
- 2.3.2 Coffee, tea, sugar and milk will be supplied at all meal intervals and rest periods.

PART 3 – REMUNERATION AND ALLOWANCES

3.1 Remuneration

3.1.1 The following provision sets out minimum remuneration for cleaners, canteen staff, assistant caretakers and Grade One caretakers (excluding Grade Two caretakers and supervisors):

Step	Rate effective 14/11/2023 or 1/12/2023 for Groundstaff	Hourly rate effective 10 July 2025
1	\$24.66	\$25.28

3.1.2 The following provision sets out minimum remuneration for Grade Two caretakers (excluding supervisors):

Step	Rate effective 14/11/2023	Hourly rate effective 10 July 2025
1	\$24.66	\$25.38

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

Supervisors' Remuneration (except Grade Two caretakers)

Step	Rate effective 14/11/2023	Hourly rate effective 10 July 2025
1	\$24.66	\$26.38
2	\$25.41	
3	\$26.15	

Supervisors' Remuneration (Grade Two caretakers only)

Step	Rate effective 4/11/2023	Hourly rate effective 10 July 2025
1	\$24.66	\$26.48
2	\$25.41	
3	\$26.15	

3.2 Allowances

3.2.1 Fire Lighting Allowance - Cleaners

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

- Cleaner's fire lighting allowance - \$1.36 per day

3.2.2 Boiler Allowance - Caretakers

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

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

This payment is not in lieu of the Unusually Dirty Work Allowance as provided for in clause 3.3.9. A worker may qualify for both the boiler operating allowance and the dirty work payment on the same day if they perform unusually dirty work.

- Boiler allowance - \$3.09 per day or part thereof

3.2.3 Designated First Aider Allowance

An employee who holds a current first aid certificate and is a designated first aider at the school will be paid an allowance of 35 cents 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.

3.2.4 Swimming Pool Allowance

3.2.4.1 A caretaker required to undertake the operation, chlorination and maintenance of filtered or draw and fill school swimming pools for the purposes of providing and maintaining an adequate standard of hygiene, during periods when the pool is open for official school use will be paid the allowance specified below for each day they undertake these duties during the period of the year when the school is open.

3.2.4.2 Only a caretaker who is solely responsible for the complete operation and maintenance of school swimming pools, as detailed in subclause 3.3.3.1 qualifies for the allowance.

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

- Swimming pool allowance - \$4.50 per day

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

3.2.5 Meal Allowance

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

- Meal allowance - \$10.00

3.2.5 Clothing and Footwear Allowance

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

- Clothing/footwear allowance – 15 cents/hour (taxable)

3.2.6 Higher Duties Allowance

3.2.6.1 Any cleaner or caretaker directed to perform work for which a higher rate is prescribed will be paid the higher rate for the period of such work; provided that a cleaner can only be directed to perform higher duties in the absence of the caretaker.

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

3.2.7 Transport Allowance

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

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

- Transport allowance – 83 cents per kilometre

3.2.8 Height Allowance

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

- Height allowance - \$1.74 per day or portion of a day

3.2.9 Unusually Dirty Work Allowance

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

- Unusually dirty work allowance - \$3.85 per day

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

3.2.10 Bicycle Allowance

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

- Bicycle allowance - \$2.47 per week

3.2.11 Broken Time Allowance

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

- Broken time allowance - \$3.71 per day

3.2.12 Work during school trips and school camps

For any school camp or school trip where the employee is required to be in attendance and is rostered to work overnight, the employee is not entitled to overtime under clauses 2.1.3 and 2.2.6 but will be paid at the minimum adult wage for any rostered work between 6pm and 8am.

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

3.3 Retirement Savings

3.3.1 Employees are eligible to join a KiwiSaver scheme in accordance with the terms of those schemes.

3.3.2 Employer contributions to retirement or superannuation schemes which are closed to new members shall continue in accordance with the term of those schemes.

- 3.3.3 Where employer contributions are made to another retirement or superannuation scheme of which an employee is a member, then that employee is only eligible to receive employer contributions to a KiwiSaver scheme to the extent that those combined contributions equal the minimum KiwiSaver employer contributions. If the employer contributions made to another retirement or superannuation scheme of which an employee is a member equal or exceed the full minimum KiwiSaver employer contributions, then that employee is not eligible to receive employer contributions to a KiwiSaver scheme.

PART 4 – LEAVE PROVISIONS

4.1 Sick Leave

- 4.1.1 An employee is entitled to 10 days' sick leave for each year of service. Sick leave can be taken when the employee is absent because they are sick or injured or where their spouse, partner, or someone dependent on the employee for care is sick or injured.
- 4.1.2 Sick leave is to be paid in respect of the actual working days but excluding any public holiday.
- 4.1.3 Unused sick leave will be accumulated. It may not be anticipated except where the employer and employee agree.
- 4.1.4 An employee will produce a medical certificate or other evidence of illness if required to do so by the employer for absences of three or more consecutive calendar days.
- 4.1.5 The employee must inform the employer of the intention to take sick leave as early as possible before they are due to start work or, if not practical, as early as this is possible after that time.

4.2 Bereavement Leave

- 4.2.1 An employee will be granted bereavement/tangihanga leave on pay to allow a reasonable opportunity for the employee to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any members of the employee's family, or person who, because of particular cultural requirements on the employee, they are obliged to attend to as a part of a tangihanga or its equivalent.
- 4.2.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:
 - (a) The closeness of the association between the employee and the deceased
 - (b) The responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death
 - (c) The amount of time needed properly to discharge any responsibilities or obligations by an employee
 - (d) Reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas. However, any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by s70 Holidays Act 2003.

Notes:

- (a) *The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse or partner, parent, child (including miscarriage or stillbirth), sibling grandparent, grandchild or spouse's or partner's parent is three days' paid leave.*
- (b) *The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in clause 4.2.1 or 4.2.2 exist is one day.*

- 4.2.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay will be granted, but as a last resort.
- 4.2.4 Bereavement while absent on leave
- (a) Where an employee is absent on annual leave and a bereavement occurs, the employer will be notified and will determine the number of days of bereavement leave to be granted in accordance with clause 4.2.2 above. The days will replace the annual leave.
 - (b) If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
 - (c) The above provisions will not apply if the employee is on leave without pay.
- 4.2.5 Payment of bereavement leave will be an amount that is equivalent to the employee's relevant daily pay for each day of bereavement taken by the employee that would otherwise be a working day for the employee.

4.3 Public Holidays

- 4.3.1 The Holidays Act 2003 and its subsequent amendments will apply except where otherwise provided.
- 4.3.2 The following days will be observed as public holidays and paid in accordance with the provisions of the Holidays Act 2003: New Year's Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Anniversary Day (or another day in lieu thereof), the birthday of the reigning Sovereign, Matariki, Labour Day, Christmas Day, and Boxing Day.
- 4.3.3 Subject to clause 4.4.6(a) below, employees will also be entitled to a paid day off on Easter Tuesday (if it is an otherwise working day for that employee) and the day will be treated as if it were a public holiday.
- 4.3.4 If the employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.
- 4.3.5 An employee who is required to work on a public holiday will be paid at the rate of time and one half of their relevant daily pay for all time worked and will be entitled to a paid day in lieu to be taken at a subsequent mutually agreed date.
- 4.3.6 Should any of the public holidays mentioned in subclause 4.3.2 fall on a Saturday or a Sunday, such holidays will be observed as provided for under Section 45 and 45A of the Holidays Act 2003.

4.4 Annual Leave

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

- 4.4.2 All employees are entitled, based on their current continuous service as defined in clause 1.7 and the commencement dates contained in the clauses' titles, to the leave provisions contained in 4.4.4, 4.4.5 or 4.4.6. No employee will be covered by more than one of these three clauses at any point in time.
- 4.4.3 For the purposes of annual leave, a 'week' of leave for an employee is based on their ordinary working week.
- 4.4.4 **For all employees**
- (a) All employees will be entitled to four weeks annual leave in addition to public holidays and additional paid holidays provided for in clause 4.3.
 - (b) Where the employee commences employment with an employer after the beginning of the school year, the employer will, in that first year, pay to the employee, when they take leave at the end of the school year, an amount equal to 8 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made in advance by that employer.
 - (c) Where an employee's employment terminates before the end of the school year, annual leave will be paid in accordance with the Holidays Act 2003.
- 4.4.5 **For all employees who have completed five years current continuous service as defined in clause 1.7**
- (a) Employees will, for their 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 4.3.
 - (b) Where the employee commences employment with an employer after the beginning of the school year the employer will pay to the employee an amount equal to 9.2 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made by that employer.
 - (c) Where an employee's employment is terminated before the end of the school year, annual leave will be paid in accordance with the Holidays Act 2003, except that holiday pay will be calculated on the basis of annual leave entitlements provided for in 4.4.5 (a) and (b).
- 4.4.6 **For all employees who have completed ten years current continuous service as defined in clause 1.7**
- (a) Employees will, for their eleventh and subsequent years, be entitled from to accrue five weeks annual leave. Employees entitled to five weeks annual leave under this clause, will no longer be entitled to Easter Tuesday as an additional paid holiday (as outlined in clause 4.4.3). Notwithstanding clause 4.4.1, employees agree to take Easter Tuesday as paid annual leave.
 - (b) Where the employee commences employment with an employer after the beginning of the school year the employer will pay an amount equal to 10 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made by that employer.
 - (c) Where an employee's employment is terminated before the end of the school year annual leave will be paid in accordance with the Holidays Act 2003, except that the holiday pay will be calculated on the basis of annual leave entitlements provided for in clause 4.4.6(a) and (b).

4.5 Special Holidays for Long Service

4.5.1 A worker will be entitled to special holidays as follows:

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

Note: Continuous service is defined in clause 1.7 of this Agreement,

4.5.2 Should a worker have completed 25 years of continuous service within the state education service prior to the date of this Agreement, they will not be entitled to the special holiday provided for in paragraph (a) of subclause 4.5.1. Should a worker have completed 35 years of continuous service within the state education service prior to the effective date of this Agreement, they will not be entitled to the special holiday provided for in paragraphs (a) and (b) of subclause 4.5.1.

4.5.3 All such special holidays provided for in subclause 4.5.1 will be on ordinary weekly pay as defined by the Holidays Act 2003 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

4.5.4 If a worker, having become entitled to a special holiday, leaves their employment before such holiday has been taken, they will be paid in lieu thereof.

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

4.6 Retiring Leave

4.6.1 Caretakers' Retiring Leave

4.6.1.1 Except as provided by clause 4.6.1.2 below, a full-time caretaker who was employed as a caretaker prior to 10 July 2025 or who commenced employment with the employer on or after that date, on completion of 40 years' service, or on completion of 10 or more years' service at age 60 or over, is entitled to qualify for retiring leave. The entitlement in working days ranges from 22 days after 10 years' eligible service to 131 days after 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.

4.6.1.2 A permanent part-time caretaker who meets either criteria set out in 4.6.1.1 above and who was previously full-time but had their hours reduced as a result of clause 6.3 of this Agreement, will also remain entitled to qualify for the Retiring Leave based upon their average weekly hours set over the five years immediately preceding the date of retirement (e.g., a full-time caretaker whose set hours are reduced to 30 exactly two years six months before retirement and who would have been entitled to 100 days, is entitled to 87.5 days i.e., the midpoint between 0.75 and 1).

4.6.1.3 Retiring leave entitlement is set out in working days below:

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

4.6.2 Grandparented Cleaners' Retiring Leave

4.6.2.1 Except as provided by clause 4.6.2.2 below, a full-time cleaner who had either completed ten or more years' service or was 50 years of age or more, as at 15 February 1993, is entitled to qualify for Retiring Leave as outlined in clause 4.6.1.

4.6.2.2 A permanent part-time cleaner who met either criterion outlined in 4.6.2.2 above, and was a full-time cleaner as at 15 February 1993 but subsequently had their hours reduced as a result of clause 6.3 of this Agreement, will also remain entitled to qualify for the Retiring Leave based upon their average weekly hours set over the five years immediately preceding the date of retirement.

4.6.3 Grandparented Ground Staff Retiring Leave

An employee who was a ground staff employee prior to 10 July 2025 and was entitled to retirement leave as pursuant in Part 2 ("Transition to Collective Agreement") of the Secondary and Area Groundstaff Collective Agreement 2002-2003, will continue to maintain that entitlement, as set out in Appendix C.

4.7 Jury Service

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

4.8 Parental Leave

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

4.9 Family Violence Leave

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

Notes:

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

4.10 Disregarded Sick Leave

4.10.1 Disregarded sick leave will be granted where the employer is satisfied that the employee has contracted a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956, and is either:

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

4.10.2 The employee will produce:

- (a) a medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days; and
- (b) evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.

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

- (a) The period specified by the Medical Officer of Health or the relevant Public Health Order; or
- (b) The number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.

4.10.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 4.10.1 above, the sick leave will be reinstated.

PART 5 – HEALTH AND SAFETY, EQUIPMENT

5.1 Health and Safety Principles

- 5.1.1 The parties recognise the importance of ensuring good and safe working conditions through Health and Safety in the workplace, and that it is a mutual obligation of school boards and employees to achieve this through a participative approach.
- 5.1.2 Accordingly, the parties recognise that School Boards and employees are committed to attaining a safe working environment and acknowledge the requirements of the Health & Safety at Work Act 2015, in particular the mutual obligation of boards and employees to assess risks and identify and manage all hazards associated with the employer's business. school boards will recognise Health & Safety workplace representatives as provided for in the Health & Safety at Work Act 2015.

5.2 General Safety Provisions

5.2.1 Men's Toilets

No female cleaner will be required to undertake the cleaning of men's toilets while they are in use.

5.2.2 Machine Maintenance

All electric polishing and scrubbing machines and vacuum cleaners with their leads will be checked by a registered electrician at intervals not exceeding three months.

5.2.3 Working at Heights

Safety devices will be provided for workers required to work more than 3 metres from the ground, floor, or verandah. The employer will insist upon safety devices being used for all work performed more than 3 metres from the ground, floor or verandah. Should a worker fail to utilise the safety devices so provided, it will be deemed to constitute serious misconduct. The employer will ensure that all employees required to work at heights have completed a recognised working at heights training course.

5.2.4 Swimming Pools

The employer will ensure that all caretakers who are responsible for swimming pools have completed a recognised pool operators' certificate prior to them undertaking these duties. Appendix A sets out the procedures to be followed with handling swimming pool chemicals.

5.3 Protective Clothing

5.3.1 Obligation to Provide and Use Safety Clothing and Equipment

When a worker is engaged in any work which might involve a hazard to the health or safety of the worker, the employer will provide clothing or equipment appropriate for the protection of the worker from such hazard (including an environmental hazard). Should a worker fail to utilise the safety devices so provided, it may be deemed to constitute misconduct or serious misconduct as appropriate.

5.3.2 Safety and Protective Items

Safety and protective items to be supplied to workers, which remain the property of the employer, will include the following:

- (i) rubber gloves where a worker is employed in cleaning toilets or needs their hands protected for medical reasons;
- (ii) gumboots where a worker is required to wear them in the course of their employment. Where gumboots are issued to a worker the employer will ensure that they are in a clean and hygienic condition;
- (iii) raincoats and leggings will be made available where these are required by a worker in the course of their employment;
- (iv) overalls specifically where they are required for a worker attending to the operation of boilers;
- (v) overalls (in addition to those supplied under (iv) above) where a worker is required to attend to the operation of swimming pools;
- (vi) effective ear protectors where a worker operates, or works near, noisy motorised equipment;
- (vii) transformers will be supplied at all times where a worker is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet- shampooing and spray buffing.

5.3.3 Safety Boots - Caretakers

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

5.3.4 Failure to Return Clothing

The employer will have the right in accordance with the provisions of clause 7.6.3 to deduct from wages and all other monies due to the worker at the date of termination of employment the reasonable cost, after allowing for fair wear and tear, of any articles of clothing supplied or paid for by the employer and not returned by the worker.

5.4 Immunisation

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

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

5.4.3 In all situations where there is a risk of infection of the kind envisaged in 5.4.2 above, it will be the duty of the employer to require safe working practices on the part of the worker and to ensure appropriate hygiene practices to reduce such risk to a minimum, whether or not immunisation is considered advisable.

5.5 Equipment and Facilities for Work

- 5.5.1 The employer will provide facilities for the storing of implements and materials, and facilities for the workers to change their clothes, and, if necessary to have a meal.
- 5.5.2 The employer will provide all implements and materials including mops and wringer buckets, where necessary, for the purpose of carrying out the work covered by this Agreement.
- 5.5.3 Where practicable, hot water will be supplied at all times where scrubbing is to be done.
- 5.5.4 A worker required to do maintenance will be supplied with the tools necessary to undertake the work at the employer's expense. Such tools are to remain the property of the employer.

PART 6 – TERMS OF EMPLOYMENT

6.1 Assignment to a Lower Grade

It is not the intention of the parties that any employee covered by this Agreement should be assigned a lower grade or be paid a lower hourly rate because of the coming into force of this agreement.

6.2 Payment of Wages

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

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

Decreasing Hours and/or Weeks of Work

- 6.3.1 The employee's hours of work and the weeks worked per year can be decreased in the following circumstances:
 - (a) at any time where the employer, employee, and union agree;
 - (b) in accordance with clause 6.3.2 below if the variation is a 20% decrease or less.

- 6.3.2 The employer may only decrease the hours/weeks of work if the employee's current hours/weeks of work have been in place for at least 12 months.
- (a) After considering the requirements of the school, where the employer has made a preliminary decision to decrease the employee's hours, the employer must present a written proposal to decrease the employee's hours/weeks of work. The written proposal must provide the reasons for the proposed variation of hours/weeks.
 - (b) The written proposal must state the date on which the variation is proposed to take effect, which must be at least two months after the date of the proposal.
 - (c) The employer must consult with the employee on the proposal and genuinely consider and discuss the employee's feedback over a 2 month period ("the consultation period"). During consultation the parties may discuss the following:
 - Whether the variation can be avoided or lessened;
 - Whether that reduction can be absorbed by attrition;
 - Whether there are alternative hours/weeks of work available in the school, with terms and conditions no less favourable. This may involve retraining;
 - Any amendments required to the job description given the proposed reduction in hours/weeks. This could mean an adjustment to duties or the frequency with which certain duties are performed.
 - (d) The employee's team may be involved in the consultation.
 - (e) After the consultation period has ended the employer must confirm in writing whether the variation will occur and the date on which it will take effect.
- 6.3.3 If the employer proposes to decrease the employee's hours and/or weeks of work by more than 20%, or within 12 months of a previous change in hours, the procedure in clause 7.4 applies.

6.4 Assessment of Time for Work

- 6.4.1 The time necessary for the proper cleaning and care of school properties will be assessed by the employer concerned and, subject to the provisions of clause 6.3, this assessment will form the basis of an agreement with the workers.
- 6.4.2 Where the employer has reason to believe the assessment may result in the reduction of hours to any worker employed under this Agreement, the union will be invited to be involved in the assessment process, although the employer retains the right to make the final decision.

6.5 Delegation of Work

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

6.6 Relieving Duties

- 6.6.1 Nothing in this Agreement will be construed as prohibiting workers from doing relieving duty of not more than two hours per day at other than their usual occupation without alteration in their usual weekly wages; provided that not more than the weekly hours fixed in clauses 2.1 and 2.2 of this Agreement are worked.

6.7 Union Rights

6.7.1 Paid Union Meetings

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

6.7.2 Right of Entry

6.7.2.1 A representative or representatives of the Union will be entitled to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business, or both.

6.7.2.2 The representative(s) will enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements applying in respect of the school.

6.7.3 Union Delegates

6.7.3.1 The employer will recognise elected union delegates on written notification from the Union.

6.7.3.2 Attention is drawn to Section 18A of the Employment Relations Act which entitles union delegates to spend reasonable paid time undertaking union activities in certain circumstances.

6.7.4 Employment Relations Education Leave

6.7.4.1 Attention is drawn to Part 7 of the Employment Relations Act which grants paid leave to a certain number of union members for the purposes of increasing their knowledge about employment relations.

6.8 Accommodation - Caretakers

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

6.8.2 Where an employer requires a caretaker to occupy accommodation provided by the employer as a condition of employment, the rent to be deducted will be negotiated between the employer, the employee, and the union representative. If an agreement is not reached the matter will be determined in accordance with Part 8.

6.8.3 Subject to the provisions of 6.8.2 above, the deductions of rent by the employer from the wages of a caretaker will be subject to their agreement in writing.

Note: As at the date of settlement, IRD has given permission for a maximum rental decrease of 50% before there are PAYE implications.

PART 7 – CONDUCT, PERFORMANCE AND TERMINATION OF EMPLOYMENT

7.1 Conduct

- 7.1.1 Many conduct concerns will be able to be resolved by discussion between the principal or the other delegated employer representative and the employee concerned without the need to take the matter any further. Boards should, where appropriate, seek to resolve concerns in this manner in the first instance.
- 7.1.2 Where the conduct concerns are not resolved by discussion or the Board does not consider it appropriate to do so, the following principles will be followed:
- (a) The employee must be advised of the right to request representation at any stage.
 - (b) Employees may seek whānau, family, professional and/or E tū support in relation to such matters.
 - (c) The employee must be advised in writing of the specific matter(s) causing concern and be given reasonable time and opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
 - (d) Where relevant the employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
 - (e) If the alleged conduct is sufficiently serious an employee may be suspended while an investigation is being performed under clause 7.1.2(c) above. In most situations the suspension will be on pay. Prior to any suspension, the employee will be consulted so that they may give their views on this proposed course of action. In exceptional cases where the circumstances warrant, following discussion with the employee and their representative, leave without pay may be considered.
 - (f) The investigation findings and any resulting action will be recorded in writing and a copy provided to the employee and placed on their personal file.
 - (g) The provisions in Part 8 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.

Note: See also clause 7.2 Ngā Kōrero Me Ngā Tikanga | Discussions in a Māori context.

- 7.1.3 Nothing in 7.1.2 prevents summary dismissal without notice in the case of serious misconduct. The employer may dismiss without notice in the case of serious misconduct (subject to following the steps set out in clause 7.1.2(e) above). Serious misconduct is behaviour that destroys the employer's trust and confidence in the employee. Serious misconduct includes, but is not limited to:
- (a) abuse of a child, whether or not that child is a student at the school
 - (b) negligently disclosing personal information about an individual student or students without the appropriate authority
 - (c) being under the influence of alcohol or illegal drugs while at work
 - (d) being convicted of any offence that may affect your ongoing suitability for employment
 - (e) theft
 - (f) dishonesty
 - (g) harassment or bullying of a colleague or student
 - (h) repeated failure to follow a reasonable instruction
 - (i) deliberate destruction of the employer's property

- (j) actions that seriously damage or have the potential to seriously damage the employer's reputation
- (k) failure to meet the obligation to inform the employer as soon as practicable, that they have been charged with or convicted of an offence that may affect their ongoing suitability for employment.

7.2 Ngā Kōrero Me Ngā Tikanga

- 7.2.1 Me tuku reta atu ki te kaimahi hei whakamārama atu i ngā raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tōna tumuaki (hei māngai mō te Poari ā-Kura), e āhei ana ki te whakahaere tonu i ngā whakaritenga i raro i ngā tikanga Māori.
- 7.2.2 Anei rā ētahi momo tikanga hei kōwhiringa mā rātou:
- (a) he huihuinga kei te marae;
 - (b) he whakawhiti kōrero kanohi ki te kanohi;
 - (c) ka hui mai te whānau hei tuarā mō te katoa; ā
 - (d) ka hui mai ngā kaumātua me ngā kuia hei ārahi hei tohutohu i a rātou katoa.
- 7.2.3 Mēnā ka whakaaetia e te kaimahi rāua ko tōna tumuaki (hei māngai mō te Poari ā-Kura) ō rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautū rānei e haina ngā whakaaetanga i tuhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae whaiaro o te kaimahi.
- 7.2.4 He māmā noa iho ēnei whakawhiringa mehemea e hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri kē ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā 7.1 me 7.3 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 7.1 me 7.3 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

7.2 Discussions in a Māori context

- 7.2.1 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.
- 7.2.2 A Māori context and manner relates to the following:
- (a) meetings can be held on marae;
 - (b) there is face to face engagement;
 - (c) there can be whānau support for all involved; and
 - (d) guidance and advice is often provided by kaumātua and kuia for all involved.
- 7.2.3 Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this will 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.
- 7.2.4 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 7.1 and/or 7.3 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 7.1 and/or 7.3 will be notified in writing to the other party.

7.3 Performance

- 7.3.1 Maintaining standards of performance is an ongoing process requiring regular contact between the employer and the employee, clear expectations and regular guidance and assessment. Where performance concerns exist, the employer will alert the employee to these concerns and consider informal solutions to support the employee to address these concerns. This could include training, mentoring or a change in report frequency.
- 7.3.2 Where informal measures have not addressed performance concerns, the following provisions will apply:
- (a) The employee must be advised of the specific performance matter(s) causing concern and provided an opportunity to respond to those concerns.
 - (b) Employees may seek whānau, family, professional and/or E tū support in relation to these processes.
 - (c) If after hearing the employee's response the employer determines that corrective action is required, the employer may implement a performance improvement plan.
 - (d) At the commencement of a performance improvement process, the employee must be advised that the continued poor performance may result in termination of employment.
 - (e) The performance improvement plan must set out what standards the employee is expected to meet, provide for regular assessment and reporting on how the employee is performing against those standards, and set out what support the employee will be given to meet those standards.
 - (f) The employee must be provided a reasonable amount of time to meet the standards.
 - (g) If the above steps fail to resolve the matter of concern, the employer may, where justified, dismiss the employee immediately by providing one month's salary in lieu of notice without the need to follow clause 7.6.1.

Note: Managing a performance issue is different to managing a conduct issue. Performance management – not disciplinary action – is needed to fix most performance issues. Questions of performance should be handled in a manner which, as far as possible, protects the mana and dignity of the employee concerned.

7.4 Redundancy

Attention is drawn to Part 6A (Subpart 1) and Schedule 1A of the Employment Relations Act 2000 which provides certain rights to employees providing cleaning services, food catering services, caretaking, or laundry services for the education sector in a restructuring situation. Clause 7.4 needs to be read in the context of Part 6A of the Employment Relations Act 2000.

- 7.4.1 The following provisions including Appendix B will not apply to any fixed term employee. The provisions in relation to staff affected by a school reorganisation process are set out under Appendix B of this Agreement. The provisions in relation to staff affected by any other surplus staffing situation are set out in clauses 7.4.2 to 7.4.11 of this Agreement.
- 7.4.2 A surplus staffing situation may arise when the work undertaken by the worker ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:

- the reorganisation or review of work;
 - a change in plant (or like cause) relevant to the individual worker's employment;
 - change of status or closure of the school; or
 - contracting out of the worker's work.
- 7.4.3 The employer will, at least six weeks prior to issuing notice of termination, advise any affected worker(s), and the Union where any affected worker(s) are members of the union, of the possibility of a surplus staffing situation.
- 7.4.4 The period of notice is to allow time for discussion between the employer and the worker(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. The employer will consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining.
- 7.4.5 If the required number of positions cannot be achieved through attrition (refer 7.4.4 above) and a surplus staffing situation still exists any worker(s) who is identified as surplus will be given a minimum of one month's written notice of termination of employment.
- 7.4.6 During the notice of termination period both the employer and the worker will make reasonable efforts to locate alternative employment for the worker. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- 7.4.7 In the event that a reasonable offer of employment is made the employer's responsibilities under these provisions will be fulfilled. A reasonable offer of employment will constitute an offer of employment that:
- is in the same location or in a state or integrated school within reasonable commuting distance providing that school is the employer; and
 - has comparable duties and responsibilities; and
 - has terms and conditions that are no less favourable
- providing the employment being offered is available to be taken up by the worker prior to or at the conclusion of the notice of termination period.
- 7.4.8 If the offer of employment referred to in subclause 7.4.7 is not a reasonable offer by reason only that it is not available to be taken up by the worker before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the worker; and under these circumstances the offer will be deemed to be reasonable.
- 7.4.9 (a) In the event of a school closure, the employee may be offered employment prior to the disestablishment of the position at another state or integrated school. If the offer is to a lower graded position to that previously held or to a position with reduced hours the new employer may at their discretion offer an equalisation allowance as provided for in subclause 11.6 of Appendix B. Where the employee accepts an offer which:
- (i) includes an equalisation allowance, they will not be entitled to redundancy pay under clause 7.4.10.

- (ii) is for a position with reduced hours, they will be entitled to a partial redundancy payment from the closing school, calculated on the basis of applying the redundancy pay formula described in clause 7.4.10 below to the total number of reduced ordinary hours per week, as set under clause 6.3 of the collective agreement.
- (b) Where the employee accepts such an offer, the employer of the closing school's responsibilities under 7.4.10 below shall be fulfilled. Where the employee does not accept such an offer, the provisions of 7.4.10 shall apply

7.4.10 Subject to clause 7.4.9 above, where a reasonable offer of employment is not made before the expiry of the notice of termination period the worker will be entitled to redundancy pay calculated as follows:

- (i) Six weeks pay for the first year of service and two weeks pay for each subsequent year or part thereof to a maximum of 30 weeks in total.
Note 1: This is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service whichever is the greater.
Note 2: For the purposes of the redundancy calculation the definition of service is the same as that defined in subclauses 1.7.1 to 1.7.8 provided that no period of service that ended with the worker receiving a redundancy or severance payment will be counted as service.
Note 3: A worker with less than one year's service will receive a pro-rata payment.
- (ii) All holiday pay and wages owing.

7.4.11 A work reference or record of service will be provided on the worker's request.

7.5 Abandonment of Employment

7.5.1 Where a worker (full-time or part-time) is absent from work for a continuous period exceeding three days without the consent of the employer and without good cause, or without notification to the employer, they will be deemed to have terminated their employment.

7.6 Termination of Employment

7.6.1 Unless otherwise agreed between the employer and the employee, termination of employment will be 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. After notice is given, the employer and employee will discuss the kind of duties the employee will be expected to do during the notice period. This may include a change in duties. The employer may decide to pay the employee instead of the employee working out their notice period.

7.6.2 Where an employee is appointed for a fixed term until the occurrence of a specified event, and the date of the specified event is unknown at the time of appointment, the employee will 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 in these circumstances.

- 7.6.3 Where the appropriate notice is given, and subject in all cases to the prior return of keys, clothing, equipment, etc., then the worker will either be paid on completion of their duties, or the employer will pay the worker the known net amount due at the next available full pay period after the completion of duties. If the employer fails to comply with this provision, the employer will be liable to a penalty of 15 percent of the net amount due to be paid to the worker subject to the return to the employer of all keys. The 15 percent penalty will not apply to issues in relation to matters other than base pay and holiday pay where further investigation is required to resolve entitlement.

PART 8 – EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION

What is an employment relationship problem?

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

Resolving an employment relationship problem

The worker and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer and within 90 days - except in the case of a personal grievance for sexual harassment, for which the employee has 12 months - Personal Grievances are explained further below).

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

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

Employers should contact Te Whakarōputanga Kaitiaki Kura o Aotearoa | New Zealand School Boards' Association or other adviser/representative of choice.

Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising. The exception is a personal grievance for sexual harassment, for which the employee has 12 months from the time the problem occurred or became known by the employee, to raise a personal grievance with the employer.

A worker may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other worker organisation, or have suffered duress over membership or non-membership of a union or other worker organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.
- They have been treated adversely in their employment on the ground that they are, or are suspected or assumed or believed to be, a person affected by family violence.
- They have been subject to duress in their employment in relation to membership or non-membership of a union or employees' organisation; or
- their employer has failed to comply with a requirement of Part 6A of the Employment Relations Act; or
- they have been disadvantaged by the employee's employment agreement not being in accordance with section 67C, 67D, 67G, or 67H of the Employment Relations Act; or
- their employer has contravened section 67F or 67G(3) of the Employment Relations Act; or

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

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, will be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. The Employment Relations Act 2000 can be accessed through the following link:
<https://legislation.govt.nz/act/public/2000/0024/latest/whole.html#contents>

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

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

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

Services Available

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

An information service

This is free. It is available at www.employment.govt.nz

Mediation Service

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

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

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

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

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

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

The Employment Relations Authority

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

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

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

SIGNATORIES

Dated

John Ryall
Advocate
E tū

Tanya Duncan
Advocate
for Secretary for Education

Maynard Scott
Witnessed on behalf of
Te Whakarōputanga Kaitiaki Kura o Aotearoa | New Zealand School Boards Association

APPENDIX A: HANDLING OF SWIMMING POOL CHEMICALS

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

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

APPENDIX B: SCHOOL REORGANISATION

1. Purpose/Definitions

The purposes of these provisions are to:

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

- 1.1 “School reorganisation process” means a process which is Ministry of Education | Te Tāhuhu o te Mātauranga initiated and/or approved by the Minister of Education in which the future classification, or designation, or structure of a school is being reviewed in conjunction with the future classification, or designation, or structure of any other school or schools.
- 1.2 “Reorganising schools” will be the schools determined by the Minister of Education in accordance with s605 Education and Training Act 2020.
- 1.3 “Reorganised school” is the continuing school/s from the gazetted commencement date of reorganisation. This includes schools that have also decapitated or recapitated in addition to physically reorganising with another school or schools whether or not there is a change of class or designation.
- 1.4 “Classification” means the school’s status as one of the following types of school: primary, intermediate, secondary, composite as defined in Section 10 of the Education and Training Act 2020.
- 1.5 “Designation” means the school’s status as one of the following types of school: ordinary, designated character, distance contributing or full primary specialist, or kura kaupapa Māori as provided for under the Education and Training Act 2020.
- 1.6 “Decapitated” means where a full primary school is redesignated as a contributing school or a composite school is reclassified as a secondary school or a primary school.
- 1.7 “Recapitated” means where a primary school ceases to be designated as a contributing school or where a primary or secondary school is reclassified as a composite school.
- 1.8 For the purpose of the following clauses ‘employee’ means a permanent employee of a school involved in a school reorganisation process and includes an employee who is subject to any staff surplus process that occurs as a consequence of the school reorganisation process.
- 1.9 For the purpose of the following clauses ‘union’ means E tū Inc. or any other such organisation they choose to represent them.

2. Initiation of a School Reorganisation Process
 - 2.1 The Secretary for Education will notify the union of the initiation of a school reorganisation process, and the schools involved in that process, as follows:
 - 2.1.1 Upon the Minister of Education's announcement of a school reorganisation process; or
 - 2.1.2 At the date the Minister of Education approves an application for two or more schools to enter into a school reorganisation process.
3. Employment Protection
 - 3.1 Actual vacancies that arise at all schools involved in a school reorganisation process following the announcement as described in clause 2 of this appendix will be filled with temporary appointments. However, if operational needs require, the employer may determine, in consultation with the union, that any such position may be made permanent. This moratorium applies until the completion of the reconfirmation/reassignment process and notice period, except as provided elsewhere in this Appendix.
 - 3.2 Throughout the school reorganisation process the employer will attempt to meet any reduction required by the use of attrition.
 - 3.3 Throughout the school reorganisation process no position (as defined under this Agreement) at the reorganised school will be externally advertised until the reconfirmation and reassignment processes described in sub-clauses 10 and 11 below have been finalised.
4. The announcement of the final outcome of a school reorganisation process
 - 4.1 At the conclusion of the school reorganisation process the Secretary for Education will announce the final class, designation or structure for the schools involved in the school reorganisation process.
 - 4.2 The final announcement will identify the schools as follows:
 - (i) Retained unchanged or recapitated
 - (ii) Closed
 - (iii) Decapitated but not reorganised
 - (iv) Reorganised.
 - 4.3 Each identified school will then proceed with a Staffing Needs Analysis in accordance with this appendix.
5. **Staffing Needs Analysis for reorganising schools involved in a school reorganisation process**
 - 5.1 The needs analysis is the process that designs the staffing structure for the reorganised school. This process will be conducted by representatives of all the boards involved in the merger (the joint schools' committee or merger committee).
 - 5.2 This committee will conduct a needs analysis in consultation with employees and the union.

- 5.3 The needs analysis will
- (i) Identify the future support staff structure and needs of the reorganised school; and
 - (ii) Ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade.
- 5.4 As a result of the consultation process, a draft 'staffing plan' will be developed and made available to each employee, and to the nominee(s) of the union, for further consultation.
- 5.5 No less than ten working days will be made available for this consultation to occur before any further step is taken, unless otherwise agreed. (Note: the parties agree that it is desirable to have the same number of days as the teachers in the affected school.)
- 5.6 If, as a result of consultation, there are alterations to this draft, the amended versions will also be made available for a further five working days.
- 5.7 When the final staffing structure is announced, the employer will invite all employees to express a preference (or preferences) in writing, for a position (or positions) at the reorganised school. Where this announcement identifies the possibility of a position or positions being disestablished, any affected employee(s) will be given one month's written notice of a possible surplus staffing situation within her/his occupational category in the school. This period of notice must be allowed before notice of termination, as described in sub-clause 13.1 of this appendix, may be given.
- 5.8 Employees will have at least one calendar weeks' notice of the closing date for expressions of interest in the position(s) at the reorganised school.
6. The Appointments Process
- 6.1 The boards involved in the merger may agree on a Joint Appointments Committee or use the committee referred to in 5.1 of this appendix (hereafter referred to as the Committee). The Committee should be responsible for managing the reconfirmation and reassignment process for all staff. Where applicable this will include representation from the establishment board of a newly created school.
- 6.2 The principal of the reorganised school, once appointed, should be included on the Committee.
7. Expressions of Preference in Positions
- 7.1 When the new staffing structure is announced, the employer will invite all employees of the reorganising schools to express a preference (or preferences) in writing, for a position (or positions) at the reorganised school.
- 7.2 Employees will have at least seven (7) days' notice of the closing date for expressions of preference in the position(s) at the reorganised school.
- 7.3 The employer will acknowledge in writing any expression of interest arising under this clause.

8. Voluntary Option

8.1 Following the publication of the final staffing structure, the employer board will 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 will receive her/his full entitlement to redundancy pay as prescribed by clause 7.4 (Redundancy) of the collective agreement.

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

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

9. Appointment/Selection Process

9.1 For the purpose of the clauses below:

- (i) 'Reconfirmation' will mean the process whereby employees are transferred to suitable positions at the re-organised school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training. The new position will have the same or a higher grading.
- (ii) 'Reassignment' will mean the process that applies to equivalent positions.
- (iii) 'Equivalent position' will mean employment in an equivalent position, in relation to the employee's previous position, that is:
 - generally similar in role, duties and status; and
 - requires similar qualifications, training, skills and experience but may have a different title; and
 - is in the same general locality; and
 - is on terms and conditions of employment that are no less favourable than those that applied to the employee immediately before the offer of employment.
- (iv) Merit means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

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

10. Reconfirmation

10.1 The employer will reconfirm (as defined in clause 9.1(i) of this appendix) employees to suitable positions at the reorganised school.

10.2 An employee may be reconfirmed to their preferred position or, subject to their agreement, to a position for which s/he is appropriately qualified and experienced.

10.3 Where there are two or more employees eligible for re-confirmation to a single position, the employer will reconfirm the most suitable candidate(s) based on merit.

- 10.4 Where a permanent employee is reconfirmed, this must be into a position of at least the same hours. Provided that where an employee accepts redeployment to a position with reduced hours in a situation where a position with at least the same hours is not available, that employee will be entitled to a partial redundancy payment.
- 10.5 Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 7.4 (Redundancy) of this Agreement to the total number of reduced ordinary hours per week as set out under clause 6.3 of the collective agreement. This total will be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.
11. Re-assignment to Equivalent Positions
- 11.1 Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in accordance with clause 10, to a suitable position at the reorganised school.
- 11.2 Subject to the provisions in this section, if an employee expresses a preference for a position that is equivalent (as defined under 9.1(iii) of this appendix) to their current position, and s/he is the only suitably qualified and experienced employee for that position, they will be reassigned to that position.
- 11.3 An employee may be reassigned to their preferred position or, subject to the agreement of the employee, to an equivalent position for which they are appropriately qualified and experienced.
- 11.4 Where there are more employees in positions that are equivalent than there are such positions at the reorganised school, the employer will seek internal applications for the position(s) from those employees and will appoint the most suitable candidate(s) based upon merit.
- 11.5 Subject to 11.6 and 11.7 below, employees who are not appointed to an equivalent position at the reorganised school may, by mutual agreement and consistent with the reassignment process of this appendix, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 11.6 An employee who accepts reassignment to a position assessed as being at a lower grade and/or offering a lower hourly rate/salary rate will be entitled to an equalisation allowance for a period of one year from the date on which the reassignment takes effect. The equalisation allowance will be calculated on the basis of the difference between the hourly rate paid to the employee prior to reassignment and that paid for the position to which they have been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12 month period, the allowance would be reduced accordingly or removed.

- 11.7 An employee who accepts reassignment to a position with reduced hours will be entitled to a partial redundancy payment. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in clause 7.4 (Redundancy) of this Agreement to the total number of reduced ordinary hours per week, as set under clause 6.3 of the collective agreement. This total will be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period it will be reduced or removed accordingly.
- 11.8 An employee who does not wish to accept reassignment to a position with less favourable terms and/or conditions will be deemed to have had her/his position disestablished. The provisions of clause 13 below will apply to any such employee.

12. Unfilled Positions

Purpose

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

Process

- 12.2 At the completion of the reconfirmation and reassignment processes described in clauses 10 and 11 of this appendix, every unfilled position in the reorganised school will, in the first instance, be advertised in all the other schools which are identified as being part of the school reorganisation process in accordance with clause 2.1 of this appendix and section s605 Education and Training Act 2020 and which are being closed as a result of that process.
- 12.3 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process as described in 12.2 and is being closed as a result of that process, may seek appointment to any position advertised at the reorganised school.
- 12.4 Where there are unfilled positions in a reorganised school and where there are applicants from the closing school, the board of the closing school may nominate a parent member of its board to participate in the appointment process except for the decision making process.
- 12.5 Employees whose positions were disestablished at any other school which is identified as being part of the school reorganisation process and is being closed as a result of that process may, by mutual agreement, be appointed to any vacant position for which they could become suitable with reasonable access to retraining.
- 12.6 Where the employer makes an offer of an equivalent position as defined in s. 605(5) of the Education and Training Act 2020 to an applicant from the closed school and that applicant chooses not to accept the offer, s605 Education and Training Act 2020 applies whether or not the employee applied for the position.
- 12.7 If, at the completion of the processes described in clauses 12.1 – 12.6 of this appendix, any position or positions remain unfilled, they may be advertised externally.

13. Staff Surplus Entitlements in Schools Involved in a School Reorganisation Process
- 13.1 Any employee who is not reconfirmed or reassigned as per clause 11 and 12 of this appendix will be deemed to have had their position disestablished and will be given written notice of termination advising of the date that the notice will take effect. This notice period will be a minimum of one month.
- 13.2 If, during the two-month notice period arising from the application of both clause 5.7 and 13.1 of this appendix, a suitable permanent position arises at the reorganised school the employee may seek appointment to that position and, if they are suitably qualified and experienced, they will be appointed to that position.
- 13.3 During the notice period the employer will provide reasonable paid time for the employee to attend interviews.
- 13.4 Subclauses 7.4.6-7.4.8 (Redundancy) of this Agreement will apply in relation to the notice period. These provisions emphasise the responsibilities in relation to securing alternative employment on the employer and employee. Where a reasonable offer of employment, as defined, is made in the education or state service, the employer has no further obligation in relation to redundancy payments. Scope exists to co-ordinate the notice period and availability of the new position.
- 13.5 If at the completion of the notice period alternative employment is not found in accordance with this appendix, or subclauses 7.4.6-7.4.8 (Redundancy) of this Agreement, the employee will receive redundancy and a work reference or record of service in accordance with clauses 7.4.10-7.4.11 of this Agreement.

APPENDIX C: GRANDPARENTED GROUNDSTAFF RETIRING LEAVE

1. Retiring leave may be granted to full-time ground staff employees on completion of 40 years' continuous service or on completion of ten or more years' continuous service at age 60 years or over.
2. The entitlement will be in accordance with clause 4.6.3 and the schedule specified below. Retiring leave may be taken as leave or may be taken as a lump sum grant on retirement.
3. Provided the eligibility criteria specified above are met, retiring leave will be granted on the following basis.

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

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

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

APPENDIX D: GROUNDSTAFF TRANSLATION TABLE

Translation rule	Current role	Current pay rate	New role	New pay rate effective 10 July 2025
Staff employed as an assistant groundskeeper or grounds labourer will translate to assistant caretaker.	Assistant groundskeeper	\$24.66	Assistant caretaker	\$25.28
	Grounds labourer			
Staff employed as groundstaff will translate to a grade one caretaker.	Groundstaff	\$24.66	Grade one caretaker	\$25.28
Staff employed as a senior groundskeeper will translate to a grade one caretaker unless they meet the definition of grade two caretaker (i.e. are legally able to undertake maintenance work which would normally be undertaken by a registered or qualified tradesperson), in which case they will translate to a grade two caretaker.	Senior groundskeeper	\$24.66	Grade one caretaker	\$25.28
			Grade two caretaker	\$25.38
Staff employed to supervise a minimum of 3 other employees, will translate to either a G1 or G2 supervisor caretaker depending on which caretaker definition (as set out above) they meet.	Senior groundskeeper or Groundstaff	\$24.66	Supervisor caretaker Grade 1	\$26.38
			Supervisor caretaker Grade 2	\$26.48

NOTE: The parties agree that this Appendix will be deleted from future agreements.

APPENDIX E: TERMS OF SETTLEMENT

School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2025-2027

Below are the components of the terms for the settlement of the *School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2025-2027*.

This agreement has been settled between the Secretary for Education and E tū. It shall be subject to ratification by E tū members pursuant to section 51 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by E tū provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 11 August 2025.

1. Term of agreement

The *School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2025-2027* shall be effective from 10 July 2025 to 9 March 2027, provided it is ratified, and the new collective agreement is signed no later than 5pm on 11 August 2025.

2. Remuneration for cleaners and canteen staff

The parties agree that the pay rates for cleaners and canteen staff are as shown below:

Step	Current rate	Hourly rate effective 10 July 2025
1	\$24.66	\$25.28

3. Remuneration for Assistant and Grade One caretakers

The parties agree that the pay rates for Assistant caretakers and Grade One caretakers (excluding supervisor caretakers) are as shown below:

Step	Current rate	Hourly rate effective 10 July 2025
1	\$24.66	\$25.28

4. Remuneration for Grade Two caretakers

The parties agree that the pay rates for Grade Two caretakers (excluding supervisor caretakers) are as shown below:

Step	Current rate	Hourly rate effective 10 July 2025
1	\$24.66	\$25.38

5. Remuneration for supervisors

The parties agree that the pay rates for Supervisor Cleaners, Supervisor Canteen Staff and Supervisor Caretakers (Grade One only) are as shown below:

Step	Current rate	Hourly rate effective 10 July 2025
1	\$24.66	\$26.38
2	\$25.41	
3	\$26.15	

The parties agree that the pay rates for Supervisor Caretakers (Grade Two only) are as shown below:

Step	Current rate	Hourly rate effective 10 July 2025
1	\$24.66	\$26.48
2	\$25.41	
3	\$26.15	

The parties agree to consequential changes at clause 3.1 and 3.2 of the collective agreement to remove pay scale progression for supervisor caretakers.

6. Role definitions

The parties agree that the role definitions for caretaker and groundstaff roles will be amended and merged to **Assistant Caretaker, Grade One Caretaker** and **Grade Two Caretaker** roles, with the effect of removing the **Groundstaff, Grounds Labourer, Assistant Groundskeeper, and Senior Groundskeeper** role definitions. It is not intended that this will result in a change to any employee's duties.

The parties also agree to amend the definition of canteen staff workers to make explicit that this role includes school lunch programme employees.

The amended role definitions are detailed at clause 1.6 in the tracked changes of the Collective Agreement provided. Consequential changes resulting from this proposal are detailed in clauses 4.6.1.1, 4.6.3 and 6.1. Translation will occur as outlined below and as detailed in Appendix 1.

As at the date of ratification:

- All staff employed in assistant groundskeeper or grounds labourer roles will translate to the **Assistant Caretaker** role.
- All staff employed in groundstaff roles will translate to the **Grade One Caretaker** role.

- All staff employed in senior groundskeeper roles will translate to the **Grade One Caretaker** role unless they meet the definition of **Grade Two** (are legally able to undertake maintenance work which would normally be undertaken by a registered or qualified tradesperson), in which case they will translate to the **Grade Two Caretaker** role, or unless they meet the definition of a **Supervisor Caretaker** (supervise a minimum of three other employees), in which case they will translate to the **Supervisor** pay rate.
- Any staff employed in supervisor groundstaff roles will translate to the **Supervisor** pay rate.
- No employee will receive a lower hourly rate by reason of these changes.

7. Increase the overtime rate for cleaners and canteen staff

The parties agree to amend the overtime rate for cleaners and canteen staff from T1.25 (ordinary time and one quarter) to T1.5 (ordinary time and one half). The amended clause 2.1.3 is detailed in the tracked changes of the Collective Agreement provided.

8. Increase the travel allowance rate

The parties agree to increase to the transport allowance rate from 59 cents per kilometre to 83 cents per kilometre. The amended clause 3.2.7.2 is detailed in the tracked changes of the Collective Agreement provided.

9. Introduce provisions for work during school trips and school camps

The parties agree to introduce provisions to cover work during school trips and school camps to ensure employees are paid the minimum adult wage for any rostered work between 6pm and 8am. The proposed clause 3.2.12 is detailed in the tracked changes of the Collective Agreement provided.

10. Extend the Designated First Aider Allowance to all employees

The parties agree to extend the Designated First Aider Allowance currently provided to groundstaff only, to all eligible employees and include provision for payment of up to a maximum of \$160.00 when obtaining and renewing a first aid certificate from a recognised provider. The amended clause 3.2.3 is detailed in the tracked changes of the Collective Agreement provided.

11. Extend the provision of safety boots to caretakers

The parties agree to extend the provision of safety boots currently provided to groundstaff only to caretakers. The amended clause 5.3.3 is detailed in the tracked changes of the Collective Agreement provided.

12. Callbacks

The parties agree to update the callback provisions for caretakers to clarify that equivalent time off in lieu, but no less than 30 minutes, may be provided when a caretaker is contacted by phone for a work-related matter but is not required to return to school.

The amended clause 2.2.7.3 is detailed in the tracked changes of the Collective Agreement provided.

13. Recognition of service for employees transferred to converted (charter) schools who return to state and state-integrated schools

The parties agree to meet over the term of the agreement to progress changes to service provisions. The parties' intention is to simplify drafting and recognise previous service provisions for employees transferred to charter schools under clause 119 of Schedule 1 of the Education and Training Act 2020 if they return to a role under coverage of this collective agreement. Any agreed changes will be incorporated into the collective agreement by the way of a variation.

14. Rest and meal breaks

The parties agree to reflect the current rest and meal break statutory entitlements, described in a note, as a clause. The amended clause 2.3 is detailed in the tracked changes of the Collective Agreement provided.

15. Retirement savings

The parties agree to introduce provisions about retirement savings (KiwiSaver). The proposed clause 3.3 is detailed in the tracked changes of the Collective Agreement provided.

16. Introduce 'categories of employment' definitions

The parties agree to introduce categories of employment definitions to provide clarity to both employers and employees regarding what constitutes full-time and part-time, fixed-term, casual and term time only employment.

The definitions are detailed at clause 1.6 in the tracked changes of the Collective Agreement provided.

17. Reference various legislative entitlements related to union rights

The parties agree to reference legislative entitlements related to union workplace delegates and employment relations education leave to remind employers and employees of these entitlements.

The proposed clauses 6.7.3 and 6.7.4 are detailed in the tracked changes of the Collective Agreement provided.

18. Variation of hours per week and/or weeks per year

The parties agree to amend the variation of hours per week and/or weeks per year worked to provide clarity about the processes for decreasing and increasing an employee's hours and to amend the limit of increase or reduction to an employee's contracted hours to 20%.

The amended clause 6.3 is detailed in the tracked changes of the Collective Agreement provided.

19. Notice period

The parties agree that the notice period will be increased to one month to support school boards to undertake robust recruitment processes for vacancies.

The amended termination of employment clause is detailed at clause 7.6 in the tracked changes of the Collective Agreement provided.

20. Conduct and performance

The parties agree to amend the current Part 7 Discipline and Dismissal clauses and rename as Conduct, Performance and Termination of Employment. This adds greater clarification and guidance to the conduct provisions and introduces a separate process for performance matters.

The amended Part 7 is detailed in the tracked changes of the Collective Agreement provided.

21. Technical changes

The parties agree to a number of technical changes intended to clarify employment settings, provisions, and readability. The technical changes are detailed in the tracked changes of the Collective Agreement provided.

The key technical changes are highlighted below:

- Renaming the collective agreement to the “School Caretakers, Cleaners and Canteen Staff Collective Agreement”.
- Reordering, condensing, and streamlining the hours of work, remuneration, leave, health and safety and terms of employment provisions which have become complex due to the separation of different workforce groups.

22. Related Matters

Provided that the settlement is ratified by 11 August 2025, it will be implemented by Education Payroll Limited on 12 October 2025.

The parties note that following ratification the Secretary for Education will promulgate an individual employment agreement for non-union employees based on the terms and conditions in the collective agreement.

Signed in Wellington on 11 July 2025 by:

John Ryall
Advocate for E tū

Tanya Duncan
Advocate for the Secretary for Education

Witnessed:
Maynard Scott
For Te Whakarōputanga Kaitiaki Kura o Aotearoa