

# Variation to Terms & Conditions of Employment for Support Staff in Schools

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## 1 The Parties

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**Note:** *This VTE may be offered only to current employees. There is a separate IEA for new employees.*

### **BETWEEN**

the School Board of

[name of school]

(“the Employer”)

### **AND**

[the Employee]

## 2 General

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Except as expressly modified in this Variation to Terms and Conditions of Employment (VTE), the Employee’s terms and conditions of employment continue to be those in their existing employment agreement, which is based on the expired Support Staff in Schools’ Collective Agreement 2022-2024 (SSSCA).

A copy of the SSSCA is attached ([available on the Ministry of Education website](#)).

For the avoidance of doubt, if the employee is a union member, their union-related rights continue to apply.

## 3 Days and Hours of Work

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*Clauses 2.3, 2.4 and 2.5 of the SSSCA are replaced with the text in Appendix One.*

The Employee is employed [tick the appropriate box in both lines below]:

→ full time                      part time                      as a casual employee

→ full-year                      term-time only

**Note** *the new definitions of full time, part time, term time only and casual in 2.3.1 – 2.3.5 of Appendix One, and that clause 2.5 in Appendix One contains changes from the text in the SSSCA relating to decreasing hours/weeks of work.*

The Employee’s days, hours (and weeks if term-time only) of work are normally:

If the Employee is term-time only, they will normally work                      weeks per year.

[leave blank if the Employee is employed full-year or casual].



### **Motor Vehicle Allowance**

*Clause 5.1.1 of the SSSCA is replaced with*

- 5.1.1 Employees required by their employer to use their own vehicles for school business shall be paid an allowance of \$0.83 per kilometre.

### **Tiaki Allowance**

*Clause 5.4.1 of the SSSCA is replaced with*

- 5.4.1 Where an employee, other than an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is required to clean up a student or the student's environment that is soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds) in the course of their duties, they shall be paid an allowance of \$4.95 per day or part thereof.

*Clause 5.4.4 of the SSSCA is replaced with*

- 5.4.4 Where an employee who routinely undertakes work set out in the Teacher Aide Work Matrix Table, whether designated as a Teacher Aide or not, is required to provide personal care by cleaning up a student or the student's environment that is soiled with vomit, excreta, urine or blood (other than blood associated with minor cuts and abrasions and minor nose bleeds), the employee shall be paid one of the following two allowances:
- (a) where the personal care is required as part of the employee's ongoing responsibilities and occurs at least once per day or five times in any week, the employee shall be paid an hourly allowance at the rate of 10% of step 5 of Grade B-C.
  - (b) where the personal care is required in the course of the employee's duties on an occasional or one-off basis, the employee shall be paid an allowance of \$4.95 per incident to a maximum payable of once per day.

*Clause 1.7 of the SSSCA*

Clause 1.7 of the SSSCA has expired and no longer applies.

## **5 Performance and Conduct**

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Part 8 of the SSSCA is replaced with the text in Appendix Three of this VTE.

**Note** that the *Complaints and Discipline* clauses have been updated from the text in the SSSCA and a new performance management clause has been added.

## 6 Resolving Employment Relationship Problems and Information about Holidays Act entitlements

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Part 12 of the SSSCA includes a plain language explanation for the services available for resolving employment relationship problems, but you should note that you have 12 months to raise a personal grievance in respect of sexual harassment, rather than the 90 days referred to in the SSSCA. Further information can also be found at <https://www.employment.govt.nz/resolving-problems/how-to-resolve-problems>.

Information about an employee's entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment, including at [www.employment.govt.nz](http://www.employment.govt.nz).

## 7 Pay Equity

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If the Employee is employed as Administration Support Staff, a Teacher Aide, a Librarian, Library Assistant, or Science Technician, then their work is covered by a pay equity claim settlement.

The pay equity claim settlement for:

- Administration Support Staff can be found here:  
[Administration Support Staff in Schools' Pay Equity Claim - Ministry of Education](#)
- Teacher Aides can be found here:  
[Teacher Aides' Pay Equity Claim - Ministry of Education](#)
- Librarians and Library Assistants can be found here:  
[Librarians and Library Assistants' Pay Equity Claim - Ministry of Education](#)
- Science Technicians can be found here:  
[Science Technicians' Pay Equity Claim - Ministry of Education](#)

**Note** *that the review clause(s) in the above settlements have no effect pursuant to Schedule 1, clause 10 of the Equal Pay Act 1972*

The Employee has been offered the benefit of the relevant settlement, which is incorporated into the SSSCA (noting that the review clauses in the SSSCA have no effect pursuant to Schedule 1, clause 10 of the Equal Pay Act 1972). As the Employee's terms and conditions of employment include the benefits of the relevant pay equity claim settlement, the Employee understands and acknowledges that they are barred from raising their own claim in relation to pay equity in accordance with sections 2B and 13E(6) of the Equal Pay Act 1972.

## 8 Effective Date

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Notwithstanding anything to the contrary in the SSSCA, the terms and conditions in this VTE are effective from the date on which it has been signed by both parties.

**Note:** *this date cannot be sooner than the date this Agreement was promulgated.*

**The Employer and Employee agree that this VTE updates the Employee's existing terms and conditions of employment as described above.**

The Employee acknowledges that they understand they are entitled to seek independent advice about this VTE (including from their union if they are a member) and that they have had a reasonable opportunity to seek independent advice.

**SIGNED** by the Employee

[date]

**SIGNED** for and on behalf of the above-named  
School Board by

[date]

[print name] and

[position]

[school number]

# Appendix One:

## Categories of Employment and Hours of work/weeks per year

### 2.3 Categories of Employment

#### 2.3.1 Full-time

A full-time employee is an employee who is employed for 40 hours per week, 52 weeks per year. Existing employees who have been employed for 37.5 hours per week as a full-time salaried employee will have their hours of work arrangements grand-parented while they remain in their current role.

#### 2.3.2 Part-time

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

#### 2.3.3 Term-time only

- (a) A term-time only employee is an employee who works less than 52 weeks per year. Their 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
- (b) A term-time only employee may seek to have their earnings annualised as provided in clause 3.10.

#### 2.3.4 Fixed term employment

- (a) An employee and an employer may agree that the employment of the employee will end:
  - (i) at the close of a specified date or period; or
  - (ii) on the occurrence of a specified event; or
  - (iii) at the conclusion of a specified project.
- (b) Before an employee and employer agree that the employment of the employee will end in a way specified in (a) above, the employer must:
  - (i) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
  - (ii) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way (see clause 2.2.4)
- (c) The following reasons are not genuine reasons for the purposes of (b)(i) above:
  - (i) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
  - (ii) to establish the suitability of the employee for permanent employment.

### 2.3.5 **Casual employment**

- (a) An employer and employee may agree that the employment is on a casual basis, under which:
  - (i) the employee works only “as available/as required” to suit the employer’s needs;
  - (ii) the employer has no express or implied obligation to provide ongoing work and does not guarantee any amount of work; and
  - (iii) the employee does not have to accept every offer of work.

## **2.4 Hours of work and weeks per year**

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

2.4.2 Hours of Work are set by the employer in accordance with the requirements of the school, and where applicable, will have taken into consideration the following:

- (a) time spent on school business, trips, camps, meetings, preparation for classroom and individual learning support; and/or
- (b) attendance at Individual Education Plan (IEP) meetings and regular consultation time with the teacher-in-charge of teacher aides for students with special needs.

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

2.4.4 Except as provided under clause 2.4.5, where an employee works additional hours to those set under 2.4.2 these additional hours will be paid at the ordinary rate of pay unless they are deemed to be overtime according to clause 2.7

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

## **2.5 Decreasing hours per week and/or weeks per year**

2.5.1 The employee’s hours of work and the weeks per year can be decreased in the following circumstances:

- (a) at any time where the employer and employee agree;
- (b) in accordance with clause 2.5.2 and 2.5.3

2.5.2 For teacher aides:

- (a) The process to decrease hours in clause 2.5.3 will only apply if the variation is an 20% decrease or less.
- (b) Clause 10.2 will apply to any proposal to decrease hours in excess of 20% or within 12 months of a previous change in hours.
- (c) The employer and employee may agree to decrease the employee’s hours of work and / or weeks worked per year over and above the 20% maximum. Where this is by agreement, clause 10.2 will not apply.

### 2.5.3 Procedure for decreasing hours

- (a) The employer may only decrease the hours/weeks of work under this clause if:
  - (i) The employee's current hours/weeks of work have been in place for at least 12 months before the decrease would take effect;
  - (ii) The employee's IEA indicates their hours can be varied under this clause (see the tick boxes on page 2 of this IEA).
- (b) 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.
- (c) 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.
- (d) The employer must consult with the employee on the proposal and genuinely consider and discuss the employee's feedback over at least a one month period ("the consultation period"). During consultation the parties may discuss the following:
  - (i) Whether the variation can be avoided or lessened;
  - (ii) Whether that reduction can be absorbed by attrition;
  - (iii) Whether there are alternative hours/weeks of work available in the school, with terms and conditions no less favourable. This may involve retraining;
  - (iv) 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.
- (e) Any discussions during the consultation period may involve others in the employee's team or a support person from outside the employee's team; provided that:
  - (i) making arrangements for the support person to participate in discussions does not delay the start of the process unreasonably (e.g. by more than 72 hours), or the continuation of the process unreasonably (e.g. by more than 24 hours on any given occasion); and
  - (ii) both parties should be informed of who will be attending or any changes to who will be attending at least 24 hours ahead of any discussion.
- (f) After the consultation period has ended the employer must confirm in writing whether the variation will occur and provide at least one month notice of when any change will take effect. The hours will be fixed for 12 months from the date any decrease takes effect.

**Note:** *Support may be available to both the employee and employer to provide advice and guidance if required. Union members can contact their union, and employers can contact the New Zealand School Boards Association.*

- ### 2.5.4
- Except in exceptional circumstances (e.g., where an employee is absent on long term sick leave) the written notice of a variation in hours under clause 2.5.3(f) must only be given at such a time as to ensure it cover periods during which the employee is paid and at work i.e. any part of the notice period that falls during a period the school is closed for instruction for a term break will not count towards the one month's notice.

## Appendix Two: Minimum Pay Rates

### Pay rates for Teacher Aides

The minimum pay rates for teacher aides are as shown below:

Work Matrix Grade	Step	Current rates	Hourly rates effective 24 February 2026
<b>A</b>	1	\$ 25.18	\$25.76
	2	\$ 25.64	\$26.23
<b>B-C</b>	1	\$ 26.59	\$27.20
	2	\$ 27.34	\$27.97
	3	\$ 28.10	\$28.75
	4	\$ 28.85	\$29.51
	5	\$ 29.60	\$30.28
	6	\$ 30.22	\$30.92
	7	\$ 30.97	\$31.68
	8	\$ 31.72	\$32.45
	9	\$ 32.47	\$33.22
	10	\$ 33.23	\$33.99
<b>D</b>	1	\$ 33.23	\$33.99
	2	\$ 34.34	\$35.13
	3	\$ 35.45	\$36.27
	4	\$ 36.56	\$37.40
	5	\$ 37.14	\$37.99
	6	\$ 38.77	\$39.66

### Pay rates for Administration Support Staff

The minimum pay rates for administration support staff are as shown below:

Grade	Step	Current rates	Hourly rates effective 24 February 2026
1	1	\$ 25.63	\$26.22
	1	\$ 26.45	\$27.06
	2	\$ 27.26	\$27.89
2	3	\$ 28.08	\$28.73
	4	\$ 28.89	\$29.55
	5	\$ 29.52	\$30.20
3	6	\$ 30.15	\$30.84
	7	\$ 30.78	\$31.49
	8	\$ 31.41	\$32.13
4	9	\$ 32.27	\$33.01
	10	\$ 33.15	\$33.91
	11	\$ 34.03	\$34.81
5	12	\$ 34.93	\$35.73
	13	\$ 35.85	\$36.67
	1	\$ 37.13	\$37.98
6	2	\$ 38.43	\$39.31
	3	\$ 39.72	\$40.63
	4	\$ 41.01	\$41.95
7	5	\$ 42.29	\$43.26
	6	\$ 43.58	\$44.58
	7	\$ 44.87	\$45.90
8	1	\$ 45.87	\$46.93
	2	\$ 46.87	\$47.95
	3	\$ 47.86	\$48.96
9	4	\$ 48.86	\$49.98
	1	\$ 50.59	\$51.75
	2	\$ 52.33	\$53.53
10	3	\$ 54.06	\$55.30
	4	\$ 55.80	\$57.08
	5	\$ 57.53	\$58.85
11	6	\$ 59.27	\$60.63

### Pay rates for Librarians and Library Assistants

The minimum pay rates for librarians and library assistants are as shown below:

Grade	Step	Current rates	Hourly rates effective 24 February 2026
<b>A</b>	1	\$ 27.87	\$28.51
	2	\$ 29.18	\$29.85
	3	\$ 30.57	\$31.27
<b>B</b>	1	\$ 30.96	\$31.67
	2	\$ 31.82	\$32.55
	3	\$ 32.72	\$33.47
	4	\$ 33.66	\$34.43
	5	\$ 34.64	\$35.44
	6	\$ 35.66	\$36.48
	7	\$ 36.67	\$37.51
<b>C</b>	1	\$ 39.17	\$40.07
	2	\$ 40.52	\$41.45
	3	\$ 41.92	\$42.88
	4	\$ 43.37	\$44.37
	5	\$ 44.87	\$45.90
<b>D</b>	1	\$ 47.54	\$48.63
	2	\$ 48.95	\$50.08
	3	\$ 50.40	\$51.56
	4	\$ 51.89	\$53.08

### Pay rates for Science Technicians

The minimum pay rates for science technicians are as shown below:

Grade	Step	Current rates	Hourly rates effective 24 February 2026
<b>1</b>	1	\$ 27.87	\$28.51
	2	\$ 29.18	\$29.85
	3	\$ 30.57	\$31.27
<b>2</b>	1	\$ 31.47	\$32.19
	2	\$ 32.36	\$33.10
	3	\$ 33.28	\$34.05
	4	\$ 34.25	\$35.04
	5	\$ 35.25	\$36.06
	6	\$ 36.28	\$37.11
	7	\$ 37.34	\$38.20
	8	\$ 38.39	\$39.27
<b>3</b>	1	\$ 40.20	\$41.12
	2	\$ 41.35	\$42.30
	3	\$ 42.52	\$43.50
	4	\$ 43.73	\$44.74
	5	\$ 44.97	\$46.00
	6	\$ 46.26	\$47.32
	7	\$ 47.58	\$48.67
	8	\$ 48.95	\$50.08

### Pay rates for Other School Support Staff

The minimum pay rates for all school support staff that are not covered by a pay equity claim settlement in the agreement (i.e. excluding teacher aides, administration staff, librarian and library assistants and science technicians), are as shown below:

Grade	Step	Current rates	Hourly rates effective 24 February 2026
<b>A-B</b>	1	\$ 24.83	\$25.40
	2	\$ 25.60	\$26.19
<b>C</b>	3	\$ 26.47	\$27.08
	4	\$ 27.34	\$27.97
	5	\$ 28.21	\$28.86
<b>C-D</b>	6	\$ 29.08	\$29.75
<b>D</b>	RoR		
	7	\$ 38.77	\$39.66

## Appendix Three: Conduct and Performance

### 8.1 Conduct

8.1.1 The following principles will be followed when dealing with conduct concerns:

- (a) Many conduct concerns will be able to be resolved by discussion between the principal or other delegated employer representative and the employee concerned without the need to take the matter any further. Boards should, wherever appropriate, seek to resolve concerns in this manner in the first instance.
- (b) Questions of conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the employee concerned.
- (c) Employees may seek whanau, family, professional and/or NZEI Te Riu Roa or E tū Union support in relation to such matters at any stage. Employees will be advised of this at the time the employer raises their concerns with the employee.
- (d) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation along with any supporting evidence. The employer must provide the employee with relevant information in accordance with their obligations of good faith. 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.
- (e) Except where clause 8.1.3 applies, the employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (f) If a concern is sufficiently serious, an employee may be suspended until those concerns have been addressed. In most situations the suspension will be on pay. Before any suspension, the employee will be consulted so that they may give their views on this proposed course of action.
- (g) In exceptional cases where the circumstances warrant, following discussion with the employee and their representative, leave without pay may be considered.
- (h) The conduct process findings and any resulting action will be recorded in writing and a copy provided to the employee and placed on their personal file.

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

8.1.3 The employer may dismiss without notice in the case of serious misconduct (subject to following the steps set out in clause 8.1.1 (d) above). Serious misconduct is behaviour that fundamentally compromises the employer's trust and confidence in the employee.

## 8.2 Ngā Kōrero Me Ngā Tikanga/ Discussions in a Māori context

8.2.1 Me tuku reta atu ki te kaimahi hei whakamā rama 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.

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

8.2.2 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.

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.

8.2.3 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 kaihautu rānei e haina ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae *whaiaro* o te kaimahi.

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

8.2.4 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 8.1.1 me 8.3 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 8.1 me 8.3 i raro nei, me tuhituhi hei whakamārama ki tērā atu taha.

This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clauses 8.1 and/or 8.3. 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 8.1 and/or 8.3 will be notified in writing to the other party.

### **8.3 Performance**

8.3.1 Employers play an important role in supporting employees to succeed in their role and profession. Both employees and employers are encouraged to be proactive in seeking and offering support. Where performance concerns exist the employer will alert the employee to these concerns and may put in place informal solutions to support the employee to address the concerns. This could include training, mentoring, professional development or a change in report frequency.

8.3.2 Where informal measures have not addressed performance concerns, the following provisions will apply:

- (a) The employee must be advised in writing 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 NZEI Te Riu Roa or E tū support in relation to these processes. Employees will be advised of this at the time the employer raises their concerns with the employee.
- (c) If after hearing the employee's response the employer determines that corrective action is required, the employer may implement a performance improvement plan. The employer may collaborate with the employee on the development of the plan.
- (d) At the commencement of performance improvement process, the employee must be advised the continued poor performance may result in termination of employment.
- (e) The performance improvement plan must set out what expectations the employee must meet, provide for regular assessment and reporting on how the employee is performing against those expectations, and set out what support the employee will be given to meet those expectations.
- (e) The employee must be provided a reasonable amount of time to meet the expectations.
- (e) 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 the provision of clauses 9.1.

**Note 1:** *Employers are encouraged to seek advice from NZSBA before engaging in a formal performance management process.*

**Note 2:** *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.*

**Note 3:** *Employers and employees are encouraged to have regular conversations about performance including as part of their annual appraisal processes.*