
**SPECIAL RESIDENTIAL SCHOOLS'
COLLECTIVE AGREEMENT**

2013-2015

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SECTION 1: INFORMATION

1.1 Parties

The parties to this Agreement shall be:

- (a) The Secretary for Education acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1998 and acting in accordance with section 74(5) of the State Sector Act 1988; and
- (b) The New Zealand Public Service Association Inc (NZPSA).

1.2 Application

1.2.1 The Agreement shall be binding on:

- (a) Each employee who comes within the coverage clause and who is or becomes a member of the NZPSA.
- (b) Each employer, as defined in 1.4 below.

1.3 Coverage

1.3.1 Except as provided under 1.3.2 below this agreement shall apply to residential, professional and administrative non-teaching employees at van Asch Deaf Education Centre, Kelston Deaf Education Centre, Halswell Residential College, and Salisbury School

1.3.2 The employer shall not be required to offer this Agreement to a casual day to day reliever employed for no more than two weeks in any one engagement. This will apply to a short term casual employee relieving for a staff member absent due to sickness, bereavement or staff training; or in emergency situations.

1.3.3 The employer agrees that any casual employees will be paid no less than the minimum salary rate they would receive if appointed under this Agreement.

1.4 Definitions

"Award Document 246" - means the Teachers Registration Board, Parent Advocacy council, Special Residential Schools and the Correspondence School - Award, Registered 29/7/91.

"Day" - means the period from midnight to the next succeeding midnight, as prescribed in Scales A, B or C (see 3.1).

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

"Employer" - means the Board of Trustees or Commissioner of van Asch Deaf Education Centre, Kelston Deaf Education Centre, Halswell Residential College, Salisbury School.

"PSA or NZPSA" - New Zealand Public Service Association Inc.

"School" - means van Asch Deaf Education Centre, Kelston Deaf Education Centre, Halswell Residential College, Salisbury School.

"Service" - is service with the employer, together with any other service which had been recognised as at 1 May 1996 in terms of Award Document 246. Service relates to annual, cessation and retiring leave.

"Continuous service" - is unbroken service with a particular School, together with any other service which had been recognised as at 1 May 1996 in terms of Award Document 246. Continuous service relates to redundancy compensation (but not cessation leave).

Note: *in relation to service and continuous service, each existing employee will be provided with and have recorded on their personal file, details of service recognised under Document 246. Relevant provisions are set out under Schedules A and B.*

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

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

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

1.5 Variations

- 1.5.1 The parties agree that any or all of the provisions of this Agreement may be varied at any time by written agreement between the PSA and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to section 23 of the State Sector Act 1988, in accordance with section 74 of the State Sector Act 1988
- 1.5.2 Any such variation agreed will be binding on employees and the employer or employers of those employees covered by this Agreement in accordance with section 74(6) of the State Sector Act 1988 (as amended by the Employment Relations Act 2000).
- 1.5.3 Such agreement shall be recorded in writing and attached to this Agreement.
- 1.5.4 The PSA will advise at the commencement of negotiations for a variation, the ratification process that will be used.
- 1.5.5 The variation will be put for ratification to those PSA members directly affected by the variation.

SECTION 2: TERMS OF EMPLOYMENT

2.1 Categories of Employment

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

- (a) The employer may engage **part-time** salaried employees where the work is as follows:
 - (i) ongoing (that is, not temporary, seasonal or fluctuating in nature); and
 - (ii) of a type which would be performed by full-time employees if it were full time; and
 - (iii) it involves a regular work pattern which should normally be at least 15 hours per week; and is
 - (iv) capable of being performed efficiently on a part-time basis.
- (b) Fixed term employment
 - (i) The employer may engage **temporary or fixed-term** employees where the work is temporary, seasonal or fluctuating in nature, including acting in a relieving capacity.
 - (ii) An employee and an employer may agree that the employment of the employee will end:
 - (a) at the close of a specified date or period; or
 - (b) on the occurrence of a specified event; or
 - (c) at the conclusion of a specified project.
 - (iii) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (b)(ii) the employer must:
 - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - (b) advise the employee in writing of when or how his or her employment will end and the reasons for his or her employment ending in that way.
 - (iv) The following reasons are not genuine reasons for the purposes of subsection (b)(iii)(a) -
 - (a) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
 - (b) to establish the suitability of the employee for permanent employment.

2.2 Re-entry After Absence Due To Childcare

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

- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
- (b) The applicant must:
 - (i) produce a birth certificate for the pre-school child;

- (ii) sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.

Note: *Where paid employment has been entered into for substantially more than 15 hours per week, or other income earned is in excess of \$8625 pa, eligibility will be at the discretion of the employer.*

- (c) An applicant seeking to return to a School must give at least 3 month's notice and renew that notice at least one month before the date he/she wishes to return to work or one month before the expiry of the period in (a), whichever is the earliest.

2.2.2 Where the applicant meets all the provisions of Clause 2.6.1 above and at the time of application:

- (a) has the necessary skills to fill competently a vacancy which is available in the School; and
 - (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

2.2.3 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick, annual, or any other leave entitlement.

2.2.4 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning.

2.2.5 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 2.6.1 (a) the benefits of these provisions will lapse.

SECTION 3: HOURS OF WORK AND RELATED PROVISIONS

3.1 Hours of Work

3.1.1 Principles:

Hours of work shall be continuous each day, aside from meal and rest breaks. Ordinary hours of work shall not exceed 8 per day. Days of work will normally be consecutive. All employees shall enjoy regular and/or predictable work patterns. Any changes to working hours for scale A and B employees shall be by mutual agreement, except in emergencies. Rosters for scale C employees may be changed subject to the employer giving at least 5 days notice (except for temporary changes in emergencies) and paying penal and overtime included in the new roster.

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

3.1.2 Scale working hours:

- (a) Scale A: 40 hours each week to be worked between 8.00am and 5.05pm daily from Monday to Friday inclusive, with not more than one hour for lunch each day, provided that those employees engaged before 1 May 1996 will continue to work 37 hours 55 minutes each week. Except where such employees at the date of this agreement coming into force were scale B below, scale A hours apply to employees in the following classifications:

Administration

Technical, (excepting trades who are in scale B)

Special Services.

- (b) Scale B: 40 hours each week to be worked between 7.30am and 5.30pm daily from Monday to Friday inclusive, with not more than one hour for lunch each day. Scale B hours apply to:

Trades staff

All other employees who are not included in scale A and who are not rostered.

Note: *Employees on scale A and B hours will, wherever possible, be granted the opportunity to work flexible hours.*

- (c) Scale C: 40 hours each week (may be averaged over 2 weeks) between 6.30am and 10.00pm for rostered workers and 9.00pm and 7.30am for night attendants, to be worked as part of a regular roster cycle. Scale C hours may apply to staff in the following classifications:

General Services

Residential.

Permanent changes to rosters may be made by the employer after giving at least 5 working days' notice - but refer to principles in 3.1.1 above.

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

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

3.2 Meal and Rest Breaks

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

3.3 Overtime

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

Note: *Although these overtime rates apply to all staff, certain employees on scale C hours may receive an allowance in lieu of rostered overtime.*

- 3.3.3 Equivalent time off may be granted on the basis of one hour off for one hour worked, by mutual agreement between the employer and the employee.
- 3.3.4 An employee in receipt of \$60,000 (including higher duties allowance) or more, is not entitled to overtime payments:

3.4 Call Back

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

3.5 Penal Rates

For ordinary hours worked:

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

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

Note (ii): *Employees first appointed to a School, or appointed to a new position at a School on or after 1 May 1996 will have these penalty rates assessed at their actual salary or step 1 of grade 5 of the residential scale, whichever is less.*

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

3.6 Transitional Arrangements

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

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

SECTION 4: REMUNERATION

4.1 Classification

Every position covered by this Agreement shall be classified within one of the following classifications – Administration, Technical, Special Services, General Services or Residential - which in the opinion of the employer is most appropriate to the nature of the work performed.

4.2 Grading

4.2.1 The wording associated with the classification scales is designed to inform the parties where basic, advanced and higher level and/or senior positions are graded within the classifications. Every position shall be graded as prescribed in its classification or by taking into account:

- scale of the school operation;
- internal relativity;
- external relativity (market, industry);
- recruitment;
- retention;
- responsibility/autonomy of the role;
- supervision of others;
- experience required; and
- relevant educational or other qualifications required.

4.2.2 Employees may, upon appointment, be placed at any point within the appropriate salary scale in the grade applicable to the position. Criteria to be considered in deciding the actual starting rate of pay include:

- (a) previous work or relevant experience in relation to the position;
- (b) level of skill and responsibility which in the opinion of the employer is required to be exercised in the position;
- (c) the relevant educational or other qualifications required;
- (d) the level of te reo Māori and understanding of nga tikanga Māori required for the position (where relevant);
- (e) the level of knowledge of deaf culture and NZSL required for the position (where relevant); and
- (f) the ease or difficulty in retaining or recruiting the specific skills and/or experience required for the position.

4.2.3 Unless otherwise specified movement between the grades shall occur:

- (a) by appointment or promotion; or
- (b) by re-grading of the position where the requirements of the position have altered substantially. The employer shall consider the factors in clause 4.2.1 as the criteria for movement between the grades.

4.3 Progression

Unless otherwise specified, progression within each grade shall be by annual increment, subject to satisfactory performance as measured in the latest performance appraisal.

4.4 Classification Scales

4.4.1 Administration Scale

- (a) Includes positions such as:
- | | |
|---|-------------------------------|
| Administration Support | Clerk/Word-processor Operator |
| Archivist | Senior Clerk |
| Assistant Library Resource Co-ordinator | Finance Assistant |
| Library Assistant | Illustrator/Graphic Design |
| Library Resource Coordinator | Senior Illustrator |
| Librarian | Language Assistant |
| Media Resource Coordinator | Telephonist |
| Personal Assistant | Typist/Receptionist |
| | Secretary/Typist |

(b) **Scale**

Grade/Step	Rates from 06/09/13	Rates from 06/09/14
4.4	\$53,172	\$53,704
4.3	\$51,460	\$51,974
4.2	\$49,745	\$50,242
4.1	\$48,266	\$48,749
3.5	\$47,626	\$48,102
3.4	\$46,442	\$46,906
3.3	\$45,267	\$45,720
3.2	\$44,097	\$44,538
3.1	\$43,678	\$44,115
2.5	\$43,252	\$43,685
2.4	\$41,845	\$42,293
2.3	\$40,496	\$40,901
2.2	\$39,119	\$39,511
2.1	\$37,972	\$38,352
1.5	\$37,666	\$38,043
1.4	\$35,897	\$36,256
1.3	\$34,130	\$34,471
1.2	\$32,363	\$32,687
1.1	\$30,596	\$30,902

(c) **Grading**

Grade 1 shall be used for “Basic” grade positions. These positions involve duties and tasks, which are specified and clear and are carried out in accordance with well-defined procedures. This grade could include Basic Clerical, Office Assistant, Telephonist, Typist, Clerk, Library Assistant, Word Processing Officer, Language Assistant.

Grade 2 shall be used for “Advanced” grade positions where advanced knowledge, skills and experience are required. The position is likely to involve periods without supervision or may be sole charge. This grade could include Assistant Library Coordinator, Financial Assistant, Illustrator/Graphic Designer, Language Assistant, Clerk, Librarian, Word Processor Operator, Secretary/Typist, Archivist.

Grade 3 shall be used for “Higher Level” grade positions. The position requires high levels of specialist knowledge and skills. The position could involve the supervision and appraisal of staff, and/or the delivery of specialist services. This grade could include Media Resource Coordinator, Library Resource Coordinator, Illustrator/Graphic Designer, Receptionist, Secretary, Typist, Administrative Support, and Senior Clerk.

Grade 4 shall be reserved for “Senior” grade positions that have high levels of administrative skills. Their duties may include responsibility for systems, participation in management processes, supervision of staff, and administration.

4.4.2 Technical Scale

- (a) Includes positions such as:

Audiologist	Senior audiologist
Technician – Computers	Technician – Hearing Aids

(b) **Scale**

Grade/Step	Rates from 06/09/13	Rates from 06/09/14
6.3	\$92,522	\$93,447
6.2	\$89,402	\$90,296
6.1	\$86,441	\$87,305
5.6	\$84,529	\$85,374
5.5	\$81,096	\$81,907
5.4	\$77,663	\$78,440
5.3	\$73,963	\$74,703
5.2	\$69,897	\$70,596
5.1	\$66,951	\$67,620
4.3	\$54,076	\$54,617
4.2	\$52,460	\$52,985
4.1	\$50,593	\$51,099
3.6	\$50,538	\$51,044
3.5	\$48,153	\$48,634
3.4	\$45,756	\$46,214
3.3	\$43,827	\$44,265
3.2	\$41,937	\$42,357
3.1	\$40,214	\$40,616
2.3	\$37,880	\$38,259
2.2	\$36,717	\$37,084
2.1	\$34,196	\$34,538
1.2	\$32,837	\$33,165
1.1	\$31,463	\$31,777

(c) **Grading**

Grade 1 shall be used for "**Basic**" grade positions. These positions involve duties and tasks, which are specified and clear and are carried out in accordance with well-defined procedures.

Grade 2 shall be used for "**Advanced**" grade positions whose duties include working with minimal supervision.

Grade 3 shall be used for "**Higher level**" grade positions whose duties may include the supervision of other staff, purchasing and ordering of services. This grade would include Technicians. It may also be used for "**Senior**" grade positions that have an administrative management component to their position. Duties may include delegated responsibility for an area of the school operation, appraisal of staff, participation in management processes.

Grade 4 shall be reserved for technicians on appointment to an established position or, subject to the employer's approval, for job content and special merit.

Grades 5 and 6 shall be reserved for "Audiology" positions.

Audiologist: Grade 5

- applies a broad range and develops specialised audiological skills;
- demonstrates flexibility in applying current practices and in introducing new developments;
- performs consistently to a high standard, including having consistently accurate assessments, good problem solving skills and an ability to manage difficult cases.

Audiologist expert/clinician/manager, Grade 6

- demonstrates professional leadership;
- is a recognised resource person for colleagues and other health professionals;
- contributes to audiology nationally/internationally;
- generally supervises other audiological staff;
- has responsibility and accountability for supervision, planning, budgets, equipment purchase and maintenance, and co-ordination of staff

Note: *Appointment to Grade 6 is at the discretion of the employer.*

4.4.3 Special Services Scale

- (a) Includes positions such as:
- | | |
|----------------------------|---------------------|
| Administration Support | Executive Officer |
| Administrator/manager | Language Assistant |
| Communicator | Interpreter |
| Deaf Mentor | Sign Language Tutor |
| Deaf Resources Coordinator | |
| Deaf Resources Worker | |

(b) **Scale**

Grade/Step	Rates From 06/09/13	Rates From 06/09/14
5.4	\$67,027	\$67,697
5.3	\$65,219	\$65,871
5.2	\$63,408	\$64,042
5.1	\$61,597	\$62,213
4.4	\$59,785	\$60,383
4.3	\$57,973	\$58,553
4.2	\$56,162	\$56,724
4.1	\$54,479	\$55,024
3.5	\$53,172	\$53,704
3.4	\$52,029	\$52,549
3.3	\$50,888	\$51,397
3.2	\$49,745	\$50,242
3.1	\$48,266	\$48,749
2.5	\$47,615	\$48,092
2.4	\$46,442	\$46,906
2.3	\$45,267	\$45,720
2.2	\$44,097	\$44,538
2.1	\$43,678	\$44,115
1.5	\$43,252	\$43,685
1.4	\$41,875	\$42,293
1.3	\$40,496	\$40,901
1.2	\$39,119	\$39,511
1.1	\$37,972	\$38,352

(c) **Grading**

Grade 1 shall be used for “**Basic**” grade positions. These positions involve duties and tasks, which are specified and clear and are carried out in accordance with well-defined procedures. This grade could include Language Assistant, Deaf Resource Worker, Interpreter, Assistant Interpreter, Deaf Mentor.

Grade 2 shall be used for “**Advanced**” grade positions where advanced knowledge, skills and experience are required. The position is likely to involve periods without supervision or may be sole charge, and contribute to the delivery of teaching programmes and services. This grade could include Communicator, Interpreter, Deaf Mentor, NZSL Tutor.

Grades 3, 4 and 5 shall be reserved for “**Higher level**” grade positions that have high levels of administrative skills. Their duties may include responsibility for financial systems, supervision of other non-teaching staff, administrative innovation and systems development, responsibility for maintenance and property administration, and participation in management processes. These grades would include Director of School Services, Director of Finance, Executive Officer, Deaf Resource Coordinator, Administrator/Manager.

4.4.4 General Services

(a) Includes positions such as the following:

Assistant Supervisor	Gardener/Property Maintenance
Caretaker	Groundsman/person
Chief Cook	General hand
Chief Instructor	Instructor
Cleaner	Kitchen hand
Clothing Worker	Laundry Instructor
Cook	Laundry Worker
Domestic	Residential Assistant
Domestic Coordinator	Senior Instructor
Domestic Supervisor/Assistant	Supervisor/Domestic Supervisor
Gardening Instructor	Tradesperson

(b) **Scale**

Grade/Step	Rates from 06/09/13	Rates from 06/09/14
9.3	\$49,011	\$49,501
9.2	\$47,988	\$48,468
9.1	\$46,986	\$47,456
8.3	\$46,006	\$46,466
8.2	\$45,044	\$45,494
8.1	\$44,111	\$44,552
7.3	\$44,105	\$44,546
7.2	\$43,184	\$43,615
7.1	\$42,283	\$42,705
6.3	\$40,536	\$40,942
6.2	\$39,690	\$40,087
6.1	\$38,882	\$39,271
5.4	\$38,861	\$39,249
5.3	\$38,049	\$38,429
5.2	\$37,256	\$37,628
5.1	\$36,476	\$36,841
4.3	\$35,716	\$36,073
4.2	\$34,969	\$35,319
4.1	\$34,240	\$34,582

3.3	\$33,525	\$33,860
3.2	\$32,825	\$33,153
3.1	\$32,140	\$32,462
2.3	\$31,468	\$31,782
2.2	\$30,812	\$31,120
2.1	\$30,233	\$30,536
1.1	\$30,233	\$30,536

(c) **Grading**

Grades 1 and 2 shall be used for “**Basic**” grade positions. These positions involve duties and tasks which are specified and clear and are carried out in accordance with well-defined procedures, and duties include working with minimal supervision. These grades could include Cleaner, Residential Assistant (non-childcare), Domestic assistant, Laundry Worker, Clothing worker, Kitchen Hand, Caretaker and Cook.

Grade 3 shall be used for “**Advanced**” grade positions whose duties may include the supervision of other staff, purchasing and ordering of services. This grade could include Head Cook, Ground staff, Caretaker, Domestic Supervisor/Coordinator, Laundry instructor, and Instructor.

Grade 4, 5 and 6 shall be reserved for “**Higher Level**” grade positions that have an administrative management component to their position. These duties may include delegated responsibility for an area of the school operation, appraisal of staff, participation in management processes. These grades could include Domestic Supervisor/Coordinator, and Caretaker/Property Manager.

Grades 7, 8 and 9 shall be reserved for “**Senior**” grade positions.

4.4.5 **Residential**

(a) Includes positions such as:

Assistant Programme Coordinator	Residential Support Worker
Assistant Residential Social Worker	Residential Social Worker
Counsellor/Senior Counsellor	RSW Team Leader
Domestic Support Worker	House Manager/Villa Manager
Night Attendant	Support Programme Coordinator
Programme Coordinator	Senior Programme Coordinator
Programme Support Worker	Senior Residential Social Worker
Residential Assistant (Halswell)	Transitional Residential Support

(b) **Scale**

Grade/Step	Rates From 06/09/13	Rates From 06/09/14
7	\$58,895	\$59,484
6	\$56,090	\$56,651
5.7	\$53,105*	\$53,636

5.6	\$50,481+	\$50,986
5.5	\$48,238	\$48,720
5.4	\$45,994	\$46,454
5.3	\$43,750	\$44,188
5.2	\$41,507	\$41,922
5.1	\$39,267	\$39,659
4.3	\$39,264	\$39,656
4.2	\$37,580	\$37,956
4.1	\$35,897	\$36,256
3	\$35,337	\$35,690
2	\$33,654	\$33,991
1.2	\$31,972	\$32,291
1.1	\$30,289	\$30,592

* Maximum with agreed qualifications

+Maximum without agreed qualifications

(c) **Anniversary Date**

4 January is the anniversary date for the purpose of vertical pay progression under 4.3.

(d) **Qualification Step (5.7)**

The qualification step 5.7 is the salary maximum for employees who hold a level 7, 120 credit (or above) qualification which is determined by the employer to be relevant to the role the employee performs and from the fields on the National Qualifications Framework of social work, counselling, nursing, teaching and psychology. Other fields may be added by agreement with the Ministry of Education.

(e) **Grading**

Grade 1 shall be used for “**Basic**” grade positions with domestic as well as childcare duties. These positions involve duties and tasks, which are specified and clear and are carried out in accordance with well-defined procedures. This grade could include Domestic Support Worker, Residential Assistant and Assistant Residential Social Worker. Night Attendants are normally paid in Grade 1. Progression from grade 1 to grade 2 is on appointment to an established position or after 12 months on the maximum of grade 1 and excellent performance.

Grade 2 normally includes Assistant Residential Social Workers, Residential Support Workers, and Programme Support Workers. Progression from Grade 2 to Grade 3 is on appointment to an established position or at the discretion of the employer.

Grade 3 and 4 shall be used for “**Advanced**” grade positions. Grade 4 shall include the Assistant Residential Social Workers at Halswell.

Grade 5 shall be used for “Higher Level” grade positions where duties may involve the supervision of groups of students, supervision of other staff, caseload responsibility, design and implementation of programs. Grade 5 would include Residential Social Worker, Villa Manager, House Manager, Senior Programme Coordinator, Programme Coordinator, Assistant Programme Coordinator and Counsellor.

Grades 6 and 7 shall be reserved for “Senior” grade positions that have an administrative management component to their position. Their duties may include delegated responsibility for the school site, appraisal of staff, participation in management processes. Grade 6 would include Senior Residential Social Worker, RSW Team Leader, Senior Counsellor, Assistant Principal, and Senior Programme Coordinator. Progression to grade 7 shall be at the discretion of the employer or by review of grading as per 4.2.3.

4.5 Part-Time Salaried Employees

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

$$\frac{\text{Hours worked per week} \times 100}{\text{38 or 40 hours}} = \% \text{ of salary payable}$$

4.6 Payment of Salaries

4.6.1 Salaries shall be paid fortnightly in arrears by direct credit to a bank account on receipt of the appropriate written authority from an employee. In the event of a direct credit not being able to be actioned, the amount of salary due to the employee shall be paid direct to the employee by cheque.

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

4.7 Deductions from Salary

The employer shall be entitled to make a deduction from the salary of an employee:

- (a) pursuant to the Wages Protection Act 1983 with the required notice being given to the employee; or
- (b) where required to by legislation or by court direction; or
- (c) at the employee's written request or consent.

4.8 Extra Payment Based On Average Weekly Earnings

4.8.1 A ‘top up’ extra payment based on average weekly earnings, will be made to employees who qualify, once a year before the Christmas/New Year close down. The following process will be used to calculate the extra payment:

- 4.8.2 Average weekly earnings will be calculated over a 52 consecutive week calculation year (normally December to November) by dividing gross earnings (as defined in S14 of the Holidays Act 2003) by 52. Absences on sick leave for a complete week are to be excluded from both the gross taxable earnings and the divisor.
- 4.8.3 Where average weekly earnings are less than ordinary pay at the end of the calculation year, no payment is due.
- 4.8.4 Where average weekly earnings exceeds ordinary weekly pay, then a payment will be made based on the difference, multiplied by the annual leave entitlement.

Note: *Clause 4.8 is not applicable to scale C employees receiving a specific regular allowance incorporating penal rates (3.5) and overtime (3.3). For those eligible a calculation is to be made as to whether an extra payment is due. In the case of eligible open school / closed school employees it is envisaged the calculation would be based upon either 5 weeks (up to 7 years service) or 6 weeks annual leave, except where otherwise agreed. Any such payment is in lieu of any annual leave payment under the Holidays Act.*

4.9 Savings

Unless specifically varied by negotiation as part of the settlement, nothing in this Agreement shall operate to reduce the wages and conditions of employment applying to any employee at 27 January 2010.

SECTION 5: HOLIDAY AND LEAVE PROVISIONS

[Note: The parties acknowledge that the leave provisions of this Agreement (and their administration) operate to provide entitlements equal to, or in excess of, those provided under the Holidays Act 2003. To this extent, and except as provided via changes within this Agreement, the parties agree that current administrative practices will continue to operate. As with 4.8.4 above, where inconsistencies with the Holidays Act 2003 exist the parties will continue to work on compliance solutions.]

5.1 Statutory Holidays

- 5.1.1 The following days shall be observed as statutory holidays in accordance with the Holidays Act 2003: Christmas Day, Boxing Day, New Year's Day, the day after New Year's Day, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Sovereign's Birthday, Labour Day, Anniversary Day.
- 5.1.2 Designated Holiday - the day after Boxing Day or the first weekday in lieu shall be observed as a designated holiday.
- 5.1.3 Entitlement to a statutory holiday exists where it falls on a day which would otherwise be a working day for the employee.

5.2 Payment and Time Off for Working on a Statutory or Designated Holiday

- 5.2.1 An employee who works on a statutory holiday is entitled to an alternative holiday on another agreed working day, which shall be one on which the school is closed for instruction, unless otherwise agreed. This shall also apply to an employee on call where the nature of the restriction of the on-call condition on the employee's freedom of action is such that for all practical purposes, the employee has not had a holiday. The additional day shall not apply to any employee only employed to work on statutory holidays.
- 5.2.2 Work on statutory holidays, except Waitangi Day and Anzac Day, shall be paid at the portion of the employee's relevant daily pay (less any penal rates) that related to the ordinary hours actually worked on the day, plus that amount again. Any additional hours will be paid at the appropriate overtime rate only.
- 5.2.3 Work on Anzac Day and Waitangi Day shall be paid in accordance with s50 of the Holidays Act 2003 i.e., the greater of:
 - (a) the portion of the employee's relevant daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again; or
 - (b) the portion of the employee's relevant daily pay that relates to the time actually worked on the day.
- 5.2.4 An employee required to work on a designated holiday (see 5.1.2) will be granted equivalent time off in lieu. They will receive no payment in addition to 8 hours ordinary pay until after 8 hours have been worked, when the appropriate overtime rate will be paid.

5.3 Holidays Falling During Leave or Time Off

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

5.4 Annual Leave (non rostered employees)

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

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

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

* refer clause 5.9

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

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

5.4.4 For example, an employee with 5 weeks leave entitlement who has had 55 days special leave will have his/her annual leave entitlement reduced by $55/365 \times 25 = 4$ days.

5.4.5 Annual leave is to be taken during the year in which it is due, however, up to 5 days may be accumulated from one year to the next. Accumulation in excess of 5 days is subject to the employer's approval.

5.4.6 Employees with over 20 years continuous service may anticipate 1 years' annual leave entitlement for the purpose of taking an overseas trip.

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

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

5.4.9 Holiday pay shall be calculated in accordance with the provisions of the Holidays Act 2003 except as provided under 4.8 above.

5.5 Scale C Open School / Closed School Employees

5.5.1 These provisions will only apply to employees with scale C hours of work (refer 3.1.2(c.) in the following occupations:

- Residential Assistant;
- Assistant Residential Social Worker;
- Residential Social Worker;
- Senior Residential Social Worker;
- Night Attendant;
- Counsellor;
- Senior Counsellor;
- Residential Supervisor;
- Domestic Support Worker;
- Programme Support Worker;
- Assistant Programme Coordinator;
- Programme Coordinator;
- Residential Support Worker (van Asch).

5.5.2 Annual leave no longer applies, as employees in the above occupations will be on paid time off when their school is closed (unless they are on approved leave without pay or planning, preparation or professional development).

5.5.3 It is acknowledged that employees are required to undertake such duties as preparation, evaluation and assessment time generated by student contact, in addition to their normal contact time, and that these factors have been taken into consideration in determining the employee’s hours of work and leave entitlements.

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

Table 2:	
Application	Planning, Preparation and Professional Development Provision
Employees with 0-6 years service	Up to 15 days per annum
Night attendants/DSWs	Up to 15 days per annum
Employees with 7 years service	Up to 10 days per annum

5.5.5 The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable. By prior arrangement the employee’s own initiatives in undertaking work for the above purposes may be counted when applying this clause.

5.5.6 It is agreed that days when the school is not open for instruction shall constitute ‘working days’ for the purposes of 5.2.1 above.

5.6 Annual Leave for Other Scale C Employees

5.6.1 The following shall apply in relation to Scale C employees who are not covered by the Open School / Closed School provisions:

Service	Annual Leave Entitlement
0-6 years service	5 weeks annual leave + 3 weeks in lieu of statutory and recreational days per annum
7 years service	6 weeks annual leave + 3 weeks in lieu of statutory and recreational days per annum

5.6.2 These employees will be entitled, where relevant, to up to 5 days shift leave as per schedule C.

5.6.3 The provisions of 5.4.3 and 5.4.9 shall also apply to this group.

5.6.4 It is agreed that the leave referred to in 5.6.1 above shall include alternative holidays as per 5.2.1 above.

5.7 Parental Leave

5.7.1 Parental Leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. The following is a guide to the four types of leave available to employees who qualify:

- (a) Maternity leave for the mother of the child in one continuous period, not exceeding 14 weeks (without pay);
- (b) Special leave totalling up to 10 days (without pay) for reasons connected with the pregnancy;
- (c) Paternity leave up to 14 consecutive days (without pay) for the spouse or partner of the pregnant woman;
- (d) Extended parental leave of up to 52 weeks (without pay) for either the mother or father of the child.

5.7.2 Employees intending to take extended parental leave are required to give at least 3 months notice in writing, supported by a doctor's certificate, confirming the pregnancy and expected date of delivery or in the event of an adoption, provide the employer with notice within 14 days of the employee receiving notice confirming the adoption.

5.7.3 The employer agrees to uphold the presumption in Part V of the Parental Leave and Employment Protection Act 1987 that an employee's position can be kept open during extended parental leave, except in exceptional circumstances.

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

5.7.4 Ex-gratia Payment

- (a) Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of the leave and completes a further 6 months service, they qualify for a payment equivalent to 30 working days leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty.
- (b) Provided that, if both male and female partners are employed in the School, or the employee's partner is employed in the State Sector, and are both eligible for payment, then they are entitled to 1 and only 1 payment, and they may choose (after they have qualified) who will receive it.
- (c) Any adjustments to the salary scale that are backdated into the period covered will apply.
- (d) An employee who is absent on parental leave for less than 6 weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (e) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her commencing parental leave, may have her case for full payment considered by the employer.

5.8 Special Leave With or Without Pay

5.8.1 An employee may be granted special leave with or without pay. Placement on return from special leave without pay of more than 1 month is conditional on a suitable vacancy being available at the School, and grading cannot be guaranteed. An employee who cannot be placed in employment on return will be given 3 months' notice in writing that employment is to be terminated.

5.8.2 Examples of the type of leave that could be taken as special leave with or without pay at the employer's discretion:

- Leave without pay to work for the PSA.
- Leave without pay to accompany a partner on an overseas posting.
- Study Leave - where the course of study is of value to the employer.
- Outward Bound - paid leave and/or payment of fees.
- Conferences and Conventions - paid leave may be granted to attend conferences and conventions of value to the employer.

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

Note: *Leave without pay interrupts but does not break service.*

5.9 Recreation Leave

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

Note: *Scale C employees receive an extra leave entitlement under either 5.5 or 5.6 above which includes the recreation day.*

5.10 Sick Leave

- 5.10.1 The employer shall grant 10 working days sick leave per annum, with the first entitlement falling due on the date of appointment. Unused entitlement accumulates. No deduction from sick leave will be made for absences of less than 2 hours.
- 5.10.2 The employee intending to take sick leave must notify the employer as early as possible before the employee is due to start work or, if this is not practicable, as early as possible after that time.
- 5.10.3 The employer may decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken; but such leave is to be noted on the employee's leave record.
- 5.10.4 Where absence on sick leave, whether with or without pay, extends beyond three consecutive days, employees may be required to produce a medical certificate signed by a registered medical or dental practitioner stating the probable period of absence.
- 5.10.5 Where the employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employee may be directed to submit to medical examination by a registered medical practitioner. The employer shall meet the employee's reasonable expenses in obtaining the medical certificate.
- 5.10.6 When sickness occurs during annual leave, the employer may permit the period of sickness to be debited against sick leave entitlement except where the sickness occurs during leave following termination of employment.
- 5.10.7 Rostered Scale C employees under 5.5 shall not have sick leave debited when the school is closed for instruction except where it occurs on a day specified for planning, preparation and professional development as per Table 2.
- 5.10.8 The employer may permit employees to anticipate their next sick leave entitlement. Provided that the employee agrees the necessary adjustments will be made to final pay should an employee resign before the next entitlement falls due.
- 5.10.9 Accumulated sick leave as at the date of coming into force of this agreement will be retained by employees.

5.11 Sickness at Home

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

5.12 Retirement

5.12.1 Principle

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

5.12.2 Definition

Retirement is:

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

5.12.3 An employee may retire:

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

5.12.4 For those employees appointed before 1 May 1996 refer retiring leave provisions Schedule A.

5.13 Bereavement/Tangihanga Leave

5.13.1 An employee shall be granted special bereavement leave on full pay to discharge their obligations and/or pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent).

5.13.2 In granting time off the employer must administer these provisions in a culturally sensitive manner taking into account:

- (a) The closeness of the association between the employee and the deceased (**Note:** *This association need not be a blood relationship*);
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted.
- (g) The minimum requirements as per S70 of the Holidays Act 2003 (in summary 3 days for a family member; 1 day for a close associate).

5.14 Accident Leave

- 5.14.1 Accident leave is granted pursuant to the Accident Rehabilitation and Compensation Insurance Act 1992.
- 5.14.2 The employer will continue to pay employees who are absent from work due to a work related accident for up to 6 months from the date of the accident. Working days during the first week after the accident will be on special paid accident leave. Thereafter, one day of sick leave shall be deducted for each week of absence (to make up the difference between earnings related compensation and basic salary). Where there is no sick leave entitlement, the employer will grant special paid accident leave.

5.15 Jury Service and Witness Leave

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

5.16 First Aid Training

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

SECTION 6: ALLOWANCES AND REIMBURSEMENT OF EXPENSES

6.1 Higher Duties and Special Duties Allowance

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

6.2 Meal Allowance

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

6.3 Travelling Allowance

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

6.4 Motor Vehicle Allowance

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

6.5 Reimbursement of Expenses Incurred in Caring for Dependents

When an employee is required to work unusual hours in an emergency situation or is required to work away from home to an extent not previously envisaged, the employer may approve the actual and reasonable cost of expenses incurred by employees in caring for dependents where the situation is such that an employee cannot make alternative arrangements for the care of his/her dependents without incurring extra expenses.

6.6 School Swimming Pools

Officers who are responsible for the operation, chlorination and maintenance of swimming pools, shall be paid \$4.50 for each day they undertake these duties:

6.7 Service Allowance

Subject to conditions laid down by the employer service allowances shall be payable to employees (see Award document 246, clause 4.2.19) as follows:

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

Notes:

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

6.8 On Call Allowance

Employees required to be on call when off duty shall be paid an allowance of \$30.00 per day.

6.9 Camp Allowance

Employees attending camps or similar off-school activities will be paid an allowance of \$19.97 per day.

6.10 Grandparented General Industry Allowance

Gardeners will receive a general industry allowance of \$500 p.a. or all hours worked.

Note: *This allowance is not payable during leave and does not increase the hourly rate for the purpose of calculating time related payments. It is only payable to an employee who received it immediately prior to 20 May 2011.*

6.11 Grandparented Clothing Allowance

Residential scale workers and others engaged in sporting activities with pupils shall be paid an annual allowance of \$150 for provision of suitable clothing and footwear,

Note: *Payment of this allowance shall be linked to the production of relevant receipts. The allowance is only payable to an employee who received it immediately prior to 20 May 2011.*

SECTION 7: GENERAL PROVISIONS

7.1 Discipline and Dismissal

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

- (a) The employee must be advised of their right to request union assistance and/or representation at any stage.
- (b) The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
- (c) The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
- (e) Depending upon the seriousness of the misconduct an oral warning should usually precede a written warning.
- (f) The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the employee and placed on their personal file.
- (g) If the offence is sufficiently serious an employee is to be placed on suspension pending an investigation under (d).
- (h) An employee aggrieved by any action taken by an employer must be advised on their right to pursue a grievance in terms of the procedure set out in Section 9.

7.2 Notice of Termination

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

7.3 Abandonment of Employment

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

7.4 Restructuring and Surplus Staffing Provisions

The parties recognise the serious consequences that the loss of permanent employment can have on employees and propose to minimise this as far as possible by using the provisions of this agreement to keep as many employees as possible in suitable employment.

- 7.4.1 Prior to the formal commencement of any review which may affect PSA members in a School, the School will advise the PSA of the review and will provide the PSA with the opportunity to be involved in the review. The aim of this process is to explore all options before any final decisions are made by the School.

7.4.2 When, as a result of the review, the School requires a reduction in the number of employees, or employees can no longer be employed in their current position, the process for managing the change(s) follows:

7.4.3 In consultation with the PSA and affected members, **reconfirmation** may be offered, subject to the following criteria:

- (a) the new job description is the same, or very nearly the same as the employee's current job description;
- (b) the salary for the new position is the same;
- (c) the new position has terms and conditions of employment, including career prospects, which are no less favourable;
- (d) the new position is in the same location, or within reasonable commuting distance.

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

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

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

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

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

7.5 Severance Compensation:

7.5.1 **For those employees appointed on or after 1 May 1996** severance compensation as follows will be paid:

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

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

For those employees appointed before 1 May 1996 refer to Schedule A.

7.5.2 Definitions applying to clauses 7.5.1 above.

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

7.6 Technical Redundancy

7.6.1 Where an employee's employment is being terminated by the employer by reason of the sale or transfer by the employer of the whole or part of its business, nothing will require the employer to pay compensation for redundancy to the employee **if**:

- (a) the person or organisation acquiring the business or part being sold or transferred (“the new employer”):
 - has offered the employee employment; and
 - has agreed to treat the service as if it were continuous service with that service or organisation; and
- (b) the conditions of employment being offered to the employee by the new employer are substantially the same as, or more favourable than, the employee's conditions of employment including:
 - any service related and redundancy conditions; and
 - any conditions relating to superannuation under the employment being terminated; and
- (c) the offer of employment by the new employer is an offer to employ the employee in the business either:
 - in substantially the same, or in a similar capacity as that in which the employee was employed; or
 - in a capacity that the employee is willing to accept; and
 - that the employment remains in the local area, or is within reasonable commuting distance.

7.7 Employment Protection Provision

7.7.1 “Attention is drawn to Part 6A of the Employment Relations Act (inserted 1/12/04 which provides certain protections to certain employee categories where the employer proposes to restructure its business so their work is to be performed by a new employer. Those relevant employees who may be covered by this agreement are those who provide cleaning services, food catering services, caretaking, or laundry services.”

7.7.2 Where work undertaken by an employee (other than a relevant employee as described under (i) above) bound by this Agreement will be, or is likely to be, undertaken by a new employer, the employer will:

- (a) provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
- (b) seek a proposal for the employment of the affected employees by the new employer, including the terms and conditions upon which those employees would be offered employment by the new employer; and

- (c) arrange to meet with the new employer for the purpose of negotiating on the proposal.

7.7.3 The following shall be matters for negotiation with the new employer in relation to employees affected by the restructuring:

- (a) The number and type of positions that will be offered by the new employer to employees affected by the restructuring;
- (b) The terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment);
- (c) The arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;

7.7.4 Employees affected by the restructuring will have any entitlement determined by 7.4 and/or 7.5 of this agreement.

7.8 Sexual Harassment

7.8.1 Sexual Harassment, as defined in s108 of the Employment Relations Act 2000 and s62 of the Human Rights Act 1993, will not be tolerated at the School.

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

Note: *Copies of the Employment Relations Act and Human Rights Act are available via the Ministry of Business, Innovation and Employment via www.dol.govt.nz.*

7.9 Eye Conservation

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

7.10 Keyboard and VDU Provisions

7.10.1 The School will abide by the provisions of the Ministry of Business, Innovation and Employment Approved Code of Practice for the use of Visual Display Units, published in October 1995.

7.10.2 Employees who are engaged on VDU duties for at least 50 percent of their normal working time shall be entitled to an eye test at School expense. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that eyesight problem has been created or worsened by VDU then the cost of single vision spectacles will be met by the School.

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

7.11 Protective Clothing

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

7.12 Hearing Conservation

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

7.13 Access to Personal Files

Employees have access to their personal files in accordance with the provisions of the Privacy Act 1993.

7.14 Certificate of Service

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

7.15 Annual Practising Fees

The employer shall approve reimbursement of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the employee to carry out his/her duties fully.

7.16 Refund of Driving Licence Fee

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

7.17 Employee Assistance

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

7.18 Health and Safety

The employer is committed to the safety, health and welfare of staff in the workplace. The employer will comply with the requirements of the Health and Safety in Employment Act 1992 (and Amendment Act 2002) and any regulations, taking into account approved codes of practice.

7.19 Site and Use of Photocopiers

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

7.20 Superannuation

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

SECTION 8: CONSULTATION

- 8.1** The employer agrees to consult with employees who have authorised the PSA to represent them, collectively through the PSA, on matters which have a bearing on employment at the School. Such matters could include, but are not limited to: health and safety, job evaluation, performance appraisal, career development and restructuring. The parties intend that any consultation will be undertaken in good faith.
- 8.2** Employees and the PSA recognise the right of the employer to plan, manage, organise and finally to decide on the operations and policies of the School.

SECTION 9: EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

9.1 Statement of the Parties

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

9.2 Definitions

- 9.2.1 “Employment Relationship Problem” includes a personal grievance, a dispute and any other problem relating to, or arising out of, an employment relationship, but does not include any problem associated with the fixing of new terms and conditions of employment.
- 9.2.2 “Personal Grievance” - An employee may have a personal grievance where:
- (a) They have been dismissed without good reason, or the dismissal was not carried out properly;
 - (b) They have been treated unfairly;
 - (c) Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer;
 - (d) They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation; or
 - (e) They have been discriminated against.
- 9.2.3 “**Dispute**” means a dispute about the interpretation, application or operation of an employment agreement (refer section 129 Employment Relations Act 2000).

9.3 Resolving Employment Relationship Problems

- 9.3.1 If an employee believes they have an employment problem then they should talk to their supervisor about it. They should tell him/her:
- (a) there is a problem; and
 - (b) the nature of the problem; and
 - (c) what they want done about the problem.
- 9.3.2 If for any reason the employee feels unable to raise the matter with their supervisor the matter should be raised with the Principal. The employee has the right to seek the support and assistance of the PSA at any stage of the process. The employer is entitled to seek advice and assistance from NZSTA or their adviser/representative of choice.

- 9.3.3 As with any employment relationship problem, the parties should always try to resolve a personal grievance through discussion. A personal grievance must be raised with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary. Employees are entitled to have the PSA raise the grievance on their behalf.
- 9.3.4 If an employee believes they have a personal grievance based on discrimination, sexual or racial harassment, they may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. This is an alternative process as an employee cannot refer a personal grievance to both the Human Rights Commission and the Employment Relations Authority ("the Authority"). If in doubt advice should be sought before deciding.
- 9.3.5 If the problem cannot be resolved through discussion, then either party can request assistance from the Ministry of Business, Innovation and Employment, which may provide mediation services.

9.4 Services Available

- 9.4.1 The Ministry of Business, Innovation and Employment (MBIE) Mediation Service is available at any time to help parties solve problems in a balanced and fair way. They may help by giving information about you're the parties rights and obligations or they may suggest a meeting between the parties or anything else that they think might help.
- 9.4.2 To help resolve employment relationship problems, MBIE provides:
- (a) **An information service**
 - (i) This is free. It is available by contacting MBIE by phoning toll free 0800 20 90 20. The Ministry's Employment Relations Service internet address is www.ers.dol.govt.nz and can be contacted by e-mail at info@ers.dol.govt.nz.
 - (b) **Mediation Service**
 - (i) The Mediation Service is a free and independent service available through MBIE.
 - (ii) This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
 - (iii) Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
 - (iv) If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
 - (v) A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
 - (vi) If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

(c) **The Employment Relations Authority**

- (i) This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
- (ii) Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
- (iii) The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

SECTION 10: GENERAL INFORMATION

10.1 Access to Agreement

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

10.2 Equal Employment Opportunities

The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of sections 77A and 77D of the State Sector Act.

10.3 Union Membership

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

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

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

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

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

10.3.5 Recognition of Delegate:

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

10.4 Term of Agreement

From 6 September 2013 until 6 September 2015 except as provided under the Employment Relations Act 2000.

SIGNATORIES TO AGREEMENT

Hayden Saunders
for and on behalf of the SECRETARY FOR EDUCATION
acting under delegated authority from the STATE SERVICES COMMISSIONER
_____ Date

Michael Chaney
for and on behalf of THE NEW ZEALAND PUBLIC SERVICE ASSOCIATION
_____ Date

Wayne Parkinson
Witnessed by the NEW ZEALAND SCHOOL TRUSTEES ASSOCIATION
_____ Date

SCHEDULE A

GRANPARENTED PROVISIONS RELATING TO AWARD DOCUMENT 246

1.1 RECOGNITION OF PREVIOUS SERVICE:

For the purposes of annual leave the employer:

1.1.1 Will recognise previous service with departments of the Public Service and the Parliamentary Service provided that such service is of at least 12 months in duration and ended within five years of the date of current appointment to the agency, or within five years of the start of the latest period of current continuous employment with one or more of the organisations listed in (b) below.

1.1.2 May recognise previous service with organisations listed below provided that such service may be broken by periods of up to one month; and that such service is of at least two years in duration and ended within five years of the date of the latest period of current continuous employment with one or more of the organisations listed below.

Post Office (prior to 1.4.87)

NZ Railways Corporation (prior to 10.11.87)

Regular Force Service in the NZ Armed Forces

Hospital Board Service and Area Health Boards

Teaching Service (except university teaching)

Non-teaching service with Education Boards, secondary schools and tertiary education institutes

Broadcasting Corporation of NZ (prior to 01.12.88)

Fire Service Commission

Parliamentary Counsel Office

National Research Advisory Council Post Graduate

Research Fellowship

Police Force (i.e. attested constables)

Security Intelligence Service

Office of the Ombudsman

New Zealand Foundation for the Blind

Accident Compensation Corporation

Agricultural Pest Destruction Council

Commission for the Future

Consumers Institute (prior to 01.01.89)

Human Rights Commission

Office of the Race Relations Conciliator

Plunket Society (Nursing Service Only)

Prisoners Aid and Rehabilitation Society

Rehabilitation League NZ (Inc)

Veterinary Clubs (veterinary surgeon service only)

Parliamentary Commission for the Environment.

- 1.1.3 May recognise previous service with the following organisations provided that the service is “like for like” and of definite value to the position to which the employee is recruited in the Agency and that the employee is recruited direct and joins the Agency within one month of ceasing previous employment;
- (i) New Zealand Government Corporations and other public bodies including New Zealand Universities other than those listed in (b) above, whose higher salaries are subject to Higher Salaries Commission except for the Reserve Bank of New Zealand, Bank of New Zealand and Trustee Savings Banks.
 - (ii) Territorial local authorities whose higher salaries are determined by the Higher
 - (iii) The Armed Forces Canteen Council
 - (iv) Service with the NZ Public Service Association.

Note: *With the exception of service with the Government or State Government of another country, all service credited for annual leave, must be credited for sick leave in terms of clause 5.10*

2.0 Retiring Leave

- 2.1.1 This clause is applicable only to employees appointed before 1 May 1996.
- 2.1.2 Employees who retire in accordance with clause 2.1.1 are entitled to retiring leave as set out in tables A and B below, provided that for those employees with part-time service, retiring leave will be calculated on a pro rata basis according to their record of service.

Note: *All service is calculated on the basis of a calendar year.*

Entitlements in working days with years and months service specified.

Table A:

Table B:

<u>Mths</u> <u>Years</u>	0	2	4	6	8	10	<u>Mths</u> <u>Years</u>	0	2	4	6	8	10
10	22	23	24	24	25	26	25	65	66	66	67	68	69
11	26	27	28	29	29	30	26	69	70	71	71	72	73
12	31	31	32	33	34	34	27	74	74	75	76	76	77
13	35	36	36	37	38	39	28	78	79	79	80	81	81
14	39	40	41	41	42	43	29	82	83	84	84	85	86
15	44	44	45	46	46	47	30	86	87	88	89	89	90
16	48	49	49	50	51	51	31	91	91	92	93	94	94
17	52	53	54	54	55	56	32	95	96	96	97	98	99
18	56	57	58	59	59	60	33	99	100	101	101	102	103
19	61	61	62	63	64	64	34	104	104	105	106	106	107
20	65						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	131					

- 2.1.3 On the death of an employee, a cash grant in lieu of retiring leave may be paid to the surviving partner, or dependent children of the deceased employee.
- 2.1.4 Retiring leave will be paid in a lump sum.

- 2.1.5 An employee who has more than 20 years continuous service, or is eligible to retire in accordance with clause 7.3 (Abandonment Of Employment) and who was appointed before 1 May 1996, shall be entitled to anticipate retiring leave.

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

“Dependent child” means all children up to the age of 15 years and all children between the ages of 15 and 18 who are not:

- (a) in paid employment; or
- (b) in receipt of a state benefit; or
- (c) in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; and including those for whom employees are paying maintenance in terms of Department of Social Welfare requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependent children. It is the employee's choice as to which one claims

3.1 Severance Compensation

- 3.1.1 **For those employees appointed before 1 May 1996** compensation as follows will be paid:

- (i) For all employees:

29.165 per cent of total ordinary pay for the preceding 12 months;

4.165 per cent of total ordinary pay for the preceding 12 months for one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than the rate specified in clause 2.5.1 (\$22,141) of the award document 246;

8.33 per cent of total ordinary pay for the preceding 12 months for each dependent child of the employee.

- (ii) In addition to (i) above, employees with 12 months or more continuous service will receive:

8 per cent of total ordinary pay for the preceding 12 months; and

4 per cent of total ordinary pay for the preceding 12 months multiplied by the number of years of continuous service minus one, up to a maximum of 19; and

0.333 per cent of total ordinary pay for the preceding 12 months multiplied by the number of completed months in addition to completed years of continuous service, provided total service is less than 20 years.

- (iii) Cessation leave in accordance with the scales below will be paid subject to the leave being reduced by the amount of paid anticipated retiring leave already taken. Service for cessation leave shall have the same meaning as service for retiring leave.

For employees under 50 years of age and for employees over 50 years of age with less than 20 years service, cessation leave payable:

Qualification Required	Amount of Cessation Leave
Completion of 15 years service	65 working days
Completion of 10 years service and under 15 years service	44 working days
Completion of 5 years service and under 10 years service	22 working days
Under 5 years service	Nil

For employees over 50 years of age, and with 20 years or more service. as per Table B, clause 2.1.2.

Note: *Retiring leave is not payable in addition to cessation leave*

SCHEDULE B

RECOGNITION OF CONTINUOUS SERVICE: AWARD DOCUMENT 246

Clause 7.3.2.4.3. (Page 9258)

7.3.2.9.1. The Chief Executive shall recognise previous service with Crown agencies established to undertake the functions previously undertaken by departments of state and with the organisations listed below provided that the employee joined an employer bound by the Part of the award within one month of leaving her/his previous employer.

Post Office (prior to 1.4.87)

New Zealand Railways Corporation (prior to 10.11.87)

Regular Force Service of the New Zealand Armed Forces

New Zealand Defence Force Service

Hospital Board Service and Area Health Board Service

Teaching Service (Except university teaching)

Non-teaching service with Education Boards, secondary schools and tertiary education institutions

Broadcasting Corporation of New Zealand

Fire Service Commission

Parliamentary Counsel Office

National Research Advisory Council Post Graduate

Research Fellowships

Police Force (sworn and unsworn staff)

Security Intelligence Service

Office of the Ombudsman

Royal New Zealand Foundation for the Blind

Accident Compensation Corporation

Agricultural Pest Destruction Council

Commission for the Future

Consumers Institute

Human Rights Commission

Office of the Race Relations Conciliator

Plunket Society (nursing service only)

Prisoners' Aid and Rehabilitation Society

Rehabilitation League New Zealand (Inc)

Veterinary Clubs (veterinary surgeon service only)

Parliamentary Commission for the Environment

Government Communications Security Bureau

Transit New Zealand

Note: Crown agency means an entity over which the Crown is able to exercise control as result of:

- (a) Its ownership of a majority of the shares of the entity; or
- (b) Its power to appoint a majority of the members of the governing body of the entity; or
- (c) Significant financial interdependence-
but does not include a State enterprise listed in the First Schedule to the State Owned Enterprises Act 1986.

7.3.2.9.2 The Chief Executive may recognise previous service with the organisations such as those listed below provided that the service is "like for like" and of definite value to the position to which the employee is recruited and that the employee is recruited direct and joins the employer within one month of ceasing previous employment:

- 1 New Zealand Government Corporation and other public bodies, including New Zealand universities.
- 2 Local authorities
- 3 The Armed Forces Canteen Council
- 4 Service with the New Zealand Public Service Association

7.3.2.9.3. For the purpose of cessation leave the Chief Executive:

- (a) Will recognise service with other departments of the Public Service and the Parliamentary Service
- (b) May recognise service with the following organisations: previous permanent (full or part-time) or temporary service in the Public Service, provided such service did not end with the person accepting the severance option of the Permanent Employees Deployment Agreement.

Post Office (prior 1.4.87)

New Zealand Railways Corporation (prior to 10.11.87)

Hospital Board Service and Area Health Boards

Non-Teaching service within Education Boards, secondary schools, tertiary education institutions

Broadcasting Corporation of New Zealand

Fire Service Commission

Parliamentary Counsel Office

Police Force

Security Intelligence Service

Office of the Ombudsman

Royal New Zealand Foundation for the Blind

Accident Compensation Corporation

National Research Advisory Council (NRAC) Post-graduate Fellowships provided that the Fellow is appointed to the Public Service on completion of NRAC service; and

Regular Force Service of New Zealand Armed Forces; and

Service with other instruments of the Crown; and

Those organisations listed in clause 7.3.2.9.1.

Provided that all resigning leave, retiring leave, marriage leave, and "release leave" granted to Regular New Zealand Armed Forces personnel, paid in respect of any period of previous service is to be deducted from the cessation leave due.

- (c) Provided that where an employee has part-time service this will be pro rated for the purpose of calculating cessation leave.

SCHEDULE C

ADDITIONAL LEAVE FOR SHIFT WORKERS

Employees who are shift workers shall be granted one week (five working days) additional annual leave on completion of 12 months employment on shift work in accordance with the provisions outlined below:

- (a) Any shift work performed during a period which is not overtime that meets any of the following criteria qualifies for additional leave:

The shift work performed each day:

- (i) extends over at least 13 hours; and
- (ii) is performed by two or more workers working rostered shifts; and
- (iii) the shift involves at least two hours of work performed outside the hours of 8.00am to 5.00pm.
- (iv) the shift does not extend over at least 13 continuous hours each day, but at least four hours of the shiftwork are performed outside the hours of 8.00am to 5.00pm.

The following additional leave is granted:

No. Of Qualifying Shifts	No. Of Days Extra Annual Leave Per Year
121 or more	5
96 to 120	4
71 to 95	3
46 to 70	2
21 to 45	1

Shift workers employed on rosters which would normally qualify those employees for the full extra week's leave (i.e. the rosters provide that over a year each shift worker will complete at least 121 shifts) are to have their shift worker leave entitlement determined on this scale. They are not able to qualify under subclause (b) below.

- (b) Shift workers who work alternating shifts shall qualify for additional leave according to the number of shift changes occurring during the year providing that employees who only alternate on shifts which fall wholly between the hours of 6.00am and 6.00pm will not qualify for extra leave.

This criterion (and either one of the scales shown below) will apply only to those shift workers employed on rosters which would not normally qualify those employees for the full extra week's leave.

- (i) Where the shift roster requires the shift worker to change as frequently as every week or less frequently (e.g. every two weeks) the following pro rata scale will apply:

Shift Changes Each Year	No. of Days Additional Leave
40 changes and over	5
32 - 39 changes	4
24 - 31 changes	3
16 - 23 changes	2
8 - 15 changes	1

- (ii) Where the shift roster requires the shift worker to change more frequently than every week (i.e. every day or every other day etc.) the following pro rata scale will apply:

No. of Weeks in Leave Year Employed on Such Rosters	No. of Days Additional Leave
40 weeks and over	5
32 – 39 weeks	4
24 – 31 weeks	3
16 – 23 weeks	2
8 – 15 weeks	1

The pro rata scale above will be adjusted to allow for variations in roster cycles, e.g. 2 on, 1 off roster.

- (c) In addition to the criteria set out above other shift workers who work ordinary hours of work which regularly commence up to three hours prior to 6.00am or finish up to three hours later than 6.00pm shall also be considered for additional leave. The amount of leave will take regard of the following pro rata scale:

No. of Weeks On "Early or Late" Duties Each Year	Hours Outside 6.00am Or 6.00pm	Extra Leave Per Annum
15 – 20 weeks	1 hour up to 2 hours	1 day
	2 hours up to 3 hours	2 days
20 – 30 weeks	1 hour up to 2 hours	2 days
	2 hours up to 3 hours	3 days
30 – 40 weeks	1 hour up to 2 hours	3 days
	2 hours up to 3 hours	4 days
40 or more	1 hour up to 2 hours	4 days
	2 hours up to 3 hours	5 days

An employee who is regularly required to work ordinary hours of work which commence after 6.00pm will not qualify for additional leave.