



31 October 2022

Attention: George Hollinsworth
Tēnā koe George

Offer for the settlement of the School Caretakers', Cleaners' and Canteen Staff Collective Agreement under the Public Sector Pay Adjustment (PSPA) process

I am pleased to make the following offer to settle the School Caretakers', Cleaners' and Canteen Staff Collective Agreement.

Remuneration

We have heard how remuneration is a key concern for your members to ensure that they feel valued and earn a liveable wage to enjoy a good standard of living in Aotearoa New Zealand.

The Public Sector Pay Adjustment (PSPA) is an offer which provides significant increases to the printed rates. This adjustment provides a \$6,000 increase over a twenty-four-month term for all staff with an increase of \$4,000 from the commencement of the collective agreement arising from this offer, and a further increase of \$2,000 after 12 months. The new rates and percentage increases are below:

Roles	Step	Current printed rates	Rates on signing the CA		% on signing	Rate 12 Months After Signing	% 12 months after signing	Total percentage increase over the term
Assistant Caretakers,	1	\$21.78	\$23.70		8.8%	\$24.66	4.1%	13.2%
Cleaners and canteen staff	1	\$21.78	\$23.70		8.8%	\$24.66	4.1%	13.2%
Supervisor Cleaners and Canteen staff	1	\$21.78	\$23.70		8.8%	\$24.66	4.1%	13.2%
Caretakers G1 and G2	1	\$21.78	\$23.70		8.8%	\$24.66	4.1%	13.2%
Supervisor Caretakers	1	\$21.78	Step 1	\$23.70	8.8%	\$24.66	4.1%	13.2%
	Range of rates	\$21.79-\$22.53	Step 2	\$24.45	8.6%-12.2%	\$25.41	3.9%	12.8%-16.6%
	Range of rates	\$22.54-\$23.26	Step 3	\$25.19	8.3% - 11.8%	\$26.15	3.8%	12.7%-16%
	2	\$23.27						

The Government and the Ministry of Education truly value the work of caretakers, cleaners and canteen staff, and acknowledge the vital role that they perform in schools and kura throughout New Zealand.

Substantial additional funding is being provided to school boards to enable this increase to the printed rates.

Discussions around caretaker role descriptions and possible pay structures

We have heard your concerns in this bargaining about whether caretaker role descriptions and pay structures are fit for purpose.

We would like to work together to meet during the term of the collective agreement to discuss and consider approaches for future caretaker role descriptions and pay structures following the increases provided for in this settlement.

Clarification of clause wording around hours of work, overtime and call backs

You have raised in this bargaining that some caretakers are being required to be available for work outside of their usual hours, without receiving compensation for it.

We propose amending the overtime (3.9), call back (3.7) and hours of work (3.8) clauses to state that call backs and overtime are to be worked only where mutually agreed by the employer and caretaker. This clarifies that caretakers are not required to be available for work outside of their standard hours of work.

Disregarded Sick Leave

We heard from you that members had concerns about their sick leave entitlements due to COVID-19. Therefore, we have introduced the ability for employees to apply to have their sick leave credited back, for the period of exclusion from school due to a notifiable infectious disease, such as COVID-19.

Family Violence Leave, Bereavement Leave and other technical claims

You emphasised the importance of employees understanding their rights and entitlements under legislation. We have proposed wording to clarify these matters.

The Ministry's Claim: Variation to extend SCCCA coverage to secondary and area groundstaff

It was agreed in the 2019 Terms of Settlement that the parties bargain for a variation to extend coverage to groundstaff during the term of the 2019-2022 SCCCA. We now propose that this be completed during the term of this SCCCA, commencing within twelve months of signing.

Nāku noa, nā

Nicole Williams
Principal Advisor, Employment Relations

Appendix A: Terms of Settlement

This section sets out the components of the settlement of the School Caretakers', Cleaners' and Canteen Staff Collective Agreement (SCCCA) 2022–2024.

This agreement has been settled between the Secretary for Education and E tū. It shall be subject to ratification by E tū members pursuant to section 52 of the Employment Relations Act 2000.

The terms outlined in this document are valid for ratification by E tū provided ratification is confirmed and the new collective agreement is signed no later than 5pm on 9 December 2022.

1. Term

The **School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2022–24** shall be effective for twenty-four months from the date it is signed, provided the agreement is signed by 9 December 2022.

2. Remuneration

The existing rates are replaced by the rates detailed at **Annexe 1**, which will come into effect from the date the collective agreement is signed.

The parties also agree to the consequential clause changes detailed at **Annexe 1**.

3. Caretaker role descriptions and possible pay structures from 2024 onwards

The parties agree to meet as required within seven months of settlement, to discuss and consider approaches for future caretaker role descriptions, pay structures and the range of work, following the increases and changes provided for in this settlement, and to inform future bargaining. As part of the discussions the parties may need to examine previous pay scales and consider their effectiveness.

4. Clarification to wording around hours of work, call backs and overtime

The parties have agreed to make changes to the hours of work, call back and overtime clauses for caretakers to ensure there is a common understanding and application. These changes are included at **Annexe 2**.

5. Disregarded sick leave

The parties have agreed to include a new clause providing for disregarded sick leave where an employee contracts a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956 and is requested or directed to be excluded from school for a period determined by a Medical Officer of Health or is otherwise prevented from attending work by a relevant Public Health Order, as outlined in **Annexe 3**.

6. Family violence leave

The parties have agreed to make changes to the Family Violence leave clause to ensure employees understand their rights and entitlements under legislation. The parties have agreed to add a second note under clause 5.9.2 that reads:

“Note II: At the date of settlement, the Holidays Act 2003 entitles employees to up to 10 days of paid leave per year, in order to deal with the effects of family violence. The employee must tell their manager if they are going to take leave as soon as they can (before their usual start time, if possible). The employee can also ask for flexible work arrangements for up to two months to deal with the effects of family violence.”

7. Variation to extend SCCCA coverage to secondary and area groundstaff

The parties have agreed to commence bargaining for a variation to extend coverage to groundstaff within twelve months of ratification of the new SCCCA.

8. Related matters

We note that this settlement will be implemented by the Education Payroll by 30 April 2023, providing it is signed by 9 December 2022.

An Individual Employment Agreement (IEA) will be promulgated by the Secretary for Education on the date the collective agreement is signed.

9. Technical amendments

The parties have agreed on technical amendments to bring the collective agreement into conformity with relevant legislation. These are detailed in **Annexe 4**.

Signed in Wellington on ____ _____ 2022 by:

George Hollinsworth
Advocate for E tū

Nicole Williams
**Advocate for the Secretary for
Education**

Witnessed:
Maynard Scott
for New Zealand School Trustees Association

The parties agree to amend the collective agreement as follows:

2.2 Remuneration

2.2.1 The following provision sets out minimum remuneration for cleaners and canteen staff (excluding supervisor cleaners and canteen staff).

Step	Rate effective 11/12/2020	Rate at signing	Rate 12 months after signing
1	\$21.78	\$23.70	\$24.66

3.2 Remuneration

3.2.1 The following provisions set out minimum remuneration rates for assistant caretakers and caretakers (excluding supervisor caretakers).

Assistant caretakers:

Step	Rate effective 11/12/2020	Rate at signing	Rate 12 months after signing
1	\$21.78	\$23.70	\$24.66

Caretakers (excluding supervisor caretakers):

Step	Rate effective 11/12/2020	Rate at signing	Rate 12 months after signing
1	\$21.78	\$23.70	\$24.66

PART 4 – REMUNERATION AND ALLOWANCES: GENERAL

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

4.1 Supervisors' Remuneration

4.1A Supervisors' Remuneration (Cleaners and Canteen Staff)

4.1A.1 The following provisions set out minimum remuneration rates for Cleaner and Canteen Staff Supervisors:

Step	Rate effective 11/12/2020	Rate at signing	Rate 12 months after signing
1	\$21.78	\$23.70	\$24.66

4.1B Supervisors' Remuneration (Caretakers)

4.1B.1 The following provisions set out minimum remuneration rates for Caretaker Supervisors:

Step	Rate effective 11/12/2020	New Step	Rate at signing	Rate 12 months after signing
1	\$21.78	Step 1	\$23.70	\$24.66
Range of rates	\$21.79-\$22.53	Step 2	\$24.45	\$25.41
Range of rates	\$22.54-\$23.26	Step 3	\$25.19	\$26.15
2	\$23.27			

4.1B.2 On appointment or upon obtaining a qualification, a caretaker supervisor who holds a Level 3 or 4 ITO/NZQF qualification in caretaking or other qualification deemed relevant by the employer, or a trade qualification will be placed at step 2 of the scale.

4.2 Pay scale progression for supervisor caretakers

4.2.1 All supervisor caretakers who have worked for at least 12 months will become eligible for annual incremental progression, on 1 April each year, unless the employer considers that the employee has failed to meet standards of performance as assessed by the employer against the job description or written requirements for the position and has informed the employee of this no later than 15 February.

Clarifying clauses regarding hours of work, call backs and overtime:

3.7 Callback

3.7.1 When a caretaker is asked and agrees to be called back to work after having completed work and left the place of employment, they shall be paid a minimum of two hours.

3.7.2 Paragraph 3.7.1 above shall not apply to a residential caretaker unless the callback results from an emergency and is of at least 30 minutes duration.

3.8.1 Hours of work

Ordinary hours of work shall not exceed 40 per week or 8 per day to be worked, Monday to Saturday inclusive. This can be worked as five consecutive days between Monday to Saturday or over six days where an employee has a half day off during the week and works on Saturday morning.

3.9 Overtime

3.9.1 All time worked in excess or outside of the hours of work prescribed in clause 3.8 shall be regarded as overtime.

3.9.2 Overtime will only be worked where mutually agreed by the employer and caretaker.

3.9.3 Overtime is paid at the rate of time and one half.

3.9.4 Where previously agreed overtime is cancelled by the employer with less than 24 hours' notice, the caretaker shall be paid one hour's pay at the overtime rate.

5.10 Disregarded sick leave

- 5.10.1 Disregarded sick leave will be granted where the employer is satisfied that the employee has contracted a notifiable infectious disease listed in Part 1 of Schedule 1 of the Health Act 1956, and is either:
- a) complying with a written request or direction from a Medical Officer of Health to refrain from attending school for a specified period, or
 - b) is otherwise prevented from attending work by a relevant Public Health Order.
- 5.10.2 The employee shall produce:
- a) a medical certificate or other evidence of illness, as required by their employer, for absences exceeding two days; and
 - b) evidence of the written request or direction from the Medical Officer of Health or a copy of the relevant Public Health Order.
- 5.10.3 The maximum number of days of sick leave that can be disregarded is the lesser of:
- a) The period specified by the Medical Officer of Health or the relevant Public Health Order; or
 - b) The number of days of paid sick leave available to the employee on the day prior to the first day of the period specified by the Medical Officer of Health or Public Health Order.
- 5.10.4 Where paid sick leave has been deducted for any period subsequently granted as disregarded sick leave under clause 5.10.1 above, the sick leave will be reinstated.

Technical Amendments

Under 5.1. Sick Leave, replace the text of 5.1.4 with the following:

5.1.4 An employee shall produce a medical certificate or other evidence of illness if required to do so by the employer for absences of three or more consecutive calendar days.

Under 5.3 Bereavement Leave/Tangihanga Leave, replace Note I with the following:

I. The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse or partner, parent, child (including miscarriage or stillbirth), sibling, grandparent, grandchild or spouse's or partner's parent is three days' paid leave.

Under 5.4 Public Holidays, replace the text of 5.4.2 with the following:

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

Under 6.2 Payment of Wages, replace the text of 6.2.1 and 6.2.4 with the following:

6.2.1 Wages shall be paid fortnightly by direct credit to the worker's nominated bank account. Wages shall be paid within four days of completing the fortnight's work and not later than Thursday. If a holiday falls on a Friday, wages shall be paid not later than Wednesday in that week.

6.2.4 The employer shall deduct union dues from those employees who are bound by this Agreement and who have given the employer written authority to make such a deduction. The employer shall remit such deductions to the union with a list of employees for whom deductions have been made, following the end of each pay run.

Under 5.9 Family Violence Leave, replace the text of 5.9 with the following:

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

Notes:

I. Employees are encouraged to discuss with their employer what is available if they are affected by family violence. Further information is available on the Employment New Zealand website: [https://www.employment.govt.nz/leave-and-holidays/domestic-violence-leave/rights-and-responsibilities/\(external link\)](https://www.employment.govt.nz/leave-and-holidays/domestic-violence-leave/rights-and-responsibilities/(external link)).

II. At the time of settlement, the Holidays Act 2003 entitles employees to up to 10 days of paid leave per year, in order to deal with the effects of family violence. The employee must tell their manager if they are going to take leave as soon as they can (before their usual start time, if possible.) The employee can also ask for flexible work arrangements for up to two months to deal with the effects of family violence.

No.	Reference heading	Clause number	Old reference	Updated reference
1	Parties to the agreement	1.1	Section 23 of the State Sector Act 1988	Clause 6 of Schedule 3 of the Public Service Act 2020
2	Parties to the agreement	1.1	Section 74(5) of the State Sector Act 1988	Section 586 (5) of the Education and Training Act 2020
3	Variations of agreement	1.4.1	Section 23 of the State Sector Act 1988	Clause 6 of Schedule 3 of the Public Service Act 2020
4	Interpretation and definitions	1.6.1	Board of Trustees	School board (and in other places in the SCCCA too, e.g., cl 6.5)
5	Interpretation and definitions	1.6.9	School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2017-19	School Caretakers', Cleaners' and Canteen Staff Collective Agreement 2022-24
6	Grandparented Cleaners' Retiring Leave	2.7.2	The cross reference to clause 2.7.2 should be a reference to clause 2.6.2	Correct cross reference
7	Boiler Allowance	3.4	The cross reference to clause 4.8 should be a reference to clause 4.7	Correct cross reference
8	Sick Leave	5.1.1	7 days' sick leave	10 days' sick leave (and removal of part time work aspect of clause)
14	General conditions	6.5.A.7	The cross reference to the hours of work clauses are incorrect – the reference to clauses “2.5 and 3.8 of this Agreement” should be “2.4 and 3.8 of this Agreement”	Correct cross reference
15	Appendix B (12.2, 12.6)	12.2, 12.6	Refers to s77HA of the State Sector Act	Amend to s605 Education and Training Act 2020.
16	References to “Ministry of Education”	Throughout the document	“Ministry of Education”	“Ministry of Education Te Tāhuhu o te Mātauranga”
17	References to “his/hers” “he/she”	Throughout the document	“his/hers” “he/she”	Replace with “they” “them” “their” where appropriate