EARLY CHILDHOOD EDUCATORS
COLLECTIVE AGREEMENT

10 April 2017 - 9 October 2020
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EARLY CHILDHOOD EDUCATORS COLLECTIVE AGREEMENT

10 April 2017 to 9 October 2020

The parties to this agreement shall be:
(a) The Vice Chancellor, The University of Auckland (The University); and
(b) The New Zealand Educational Institute (NZEI: Te Riu Roa), the union authorised to act on behalf of the employees who are covered by the Coverage Clause and who are members of the union.

SECTION A: GENERAL

This agreement is made pursuant to the Employment Relations Act 2000.

SECTION B: COVERAGE OF THE AGREEMENT

B1 COVERAGE

B1.1 The parties to this agreement are the Vice Chancellor of The University of Auckland and the NZEI: Te Riu Roa.

B1.2 The agreement shall apply to and bind:
   a) the parties, and
   b) those staff who are employed by the employer in the same or similar occupations as listed below and who have authorised the NZEI: Te Riu Roa to negotiate on their behalf, and
   c) new and other employees who join the NZEI: Te Riu Roa during the term of the agreement and who are employed by the employer in the same or similar occupations as listed below.

   Assistant Centre Leader - An employee responsible for assisting the Centre Leader in the day to day running of a childcare centre.

   Early Childhood Educator - An employee engaged in the care and education of children in a childcare centre.

   d) The union members who are employed at the following early childhood centres administered by the University of Auckland,
      • Park Ave, Early Childhood Centre
      • Alten road Early Childhood Centre
      • Symonds Street Early Childhood Centre
      • Epsom Ave Early Childhood Centre
      • Te Puna Kohungahunga Faculty of Education, Epsom
      • Te Kohanga Reo.

B1.3 The employer shall offer to current employees not covered by this agreement at its date of commencement and new employees who are appointed during the term of this agreement to any of the occupations listed in section C the opportunity to be covered by this agreement when they join the NZEI: Te Riu Roa.

B1.4 This agreement shall form the minimum terms and conditions of employment for staff covered by this agreement. Nothing in this agreement shall restrict the employer from providing more favourable term(s) and condition(s) than those prescribed in this agreement.

B2 VARIATIONS

The parties to this agreement may agree to vary any or all of its provisions by negotiation during the term of this agreement subject to the NZEI: Te Riu Roa ratification processes. Any agreed variation will be recorded in writing and signed by the University and the NZEI: Te Riu Roa.
SECTION C: TERMS OF EMPLOYMENT

C1 CATEGORIES OF EMPLOYMENT
All full-time and part-time Early Childhood Educators and others employed under this Agreement for more than 15 hours per week shall be permanent employees, or where specified, shall be engaged on a fixed term contract subject to the provisions of Section 66 of the Employment Relations Act 2000.

C1.1 Fulltime Employees
All employees working in a continuing basis for the ordinary full-time hours defined in this agreement.

C1.2 Fulltime Part Year Permanent
All employees working on a continuing basis for a defined period of the year, for the ordinary full-time hours defined in the agreement. Fulltime work will resume again in the following year, as specified in the defined period. Normally this will be around the commencement of semester one.

C1.3 Part-time Employees
All employees working in a continuing basis for less than the ordinary full-time hours defined in this Agreement. The entitlements of this Agreement are granted on a pro-rata basis.

C1.4 Fixed Term Employees
Those engaged for a specified limited term (either full-time or part-time).

C1.4.1 Fixed Term Appointment
(i) 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.

C1.5 Casual Employees
All employees hired on an "as and when required" basis of short periods of work that is not regular. Each engagement will be treated as a separate employment relationship. There is no commitment or expectation of on-going employment.
C2  ABANDONMENT OF EMPLOYMENT
When an employee is absent from work for a continuous period of three working days without notification to the employer, the employee shall be deemed to have abandoned employment. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned.

C3  TERMINATION OF EMPLOYMENT
C3.1 For employees other than casual employees notice of termination shall be one month and in writing by either party but this may be reduced by mutual agreement. For casual employees notice will be deemed to have been given at the time a finishing date is agreed. This shall not prevent the employer from summarily dismissing an employee for misconduct.
C3.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.
C3.3 Employees to be declared redundant shall receive not less than two months’ notice of termination of their employment. Their union will be notified at the same time that notice of termination of employment is given to the employee. The Redundancy Provisions are attached as Appendix C.

C4  SUPERANNUATION
C4.1 University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that scheme.
C4.2 Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

C5  TRANSFERS
The employees may be required to work at any other centre on temporary or permanent basis as required by the employer. The employer will consult with any staff who may be considered for transfer and reach mutual agreement before the change occurs. Such agreement will not be unreasonably withheld. The employer will take into account the specific circumstances of the employee and the needs of the University and centres involved before reaching agreement.

SECTION D:  HOURS OF WORK

D1  HOURS OF WORK
D1.1 Forty (40) hours shall constitute the employees’ ordinary full-time hours per week to be worked between 7.00 am and 6.30 pm Monday to Friday, normally on five consecutive eight hour days.
D1.2 By mutual agreement of the employer and the individual employee the hours may be varied within a 40 hour week and worked on not more than five days.
D1.3 As far as possible the hours of work shall be continuous except that no employee shall be required to work longer than 5 hours without a meal break of not more than one hour or less than 30 minutes each day.
D1.4 In addition, employees shall be granted a rest period of 10 minutes in each period of three hours worked. Normally that rest period shall be allowed after not less than two hours work.
D1.5 Except for casual employees all employees shall have regular hours, however these may be varied by mutual agreement following discussion between the employer and any employee(s) directly affected by the variation. Any such variation shall be recorded in writing.
D1.6 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.

D2  OVERTIME
D2.1 These provisions apply to all employees who, with the prior authorisation of the employer,
work in excess of his/her ordinary full-time hours a week.

**D2.2** Employees shall be compensated for authorised overtime by one of the following options to be agreed between the employer and employee when the overtime is authorised:

**D2.2.1** Time off in lieu of one hour off for one hour worked; or

**D2.2.2** The payment of all overtime hours at time and a half of the employee's hourly rate of pay; or

**D2.2.3** The payment of an allowance to be agreed between the employer and the employee where the employee is regularly required to work hours in excess of his/her ordinary full-time hours per week.

**D2.2.4** Agreed time in lieu, which has not been able to be taken within 20 working days of being accrued, will be paid out at the rate it was earned or if the employee agrees carried over to be used with the calendar year.

**D2.3** For the purpose of this clause, the employee's hourly rate of pay shall be the employee's annual salary divided by 2085.71.

**D3 SATURDAY/SUNDAY ALLOWANCE**

**D3.1** Full time and part time employees working on a Sunday and after midday on a Saturday shall be paid an allowance as follows:

- (i) up to 2 hours $10.61
- (ii) up to 4 hours $21.22
- (iii) up to 6 hours $31.82
- (iv) over 6 hours $42.43

**D3.2** Where an employee is eligible for overtime payment on a Saturday and or a Sunday the above allowance is to be paid in addition to overtime.

**D4 FIRST AID AND MINISTRY REQUIRED TRAINING**

Notwithstanding clauses D2 and D3 where staff are required to attend First Aid training or Ministry of Education required training courses on a weekend, then a day in lieu shall be provided for each day or part day of training, rather than overtime or Saturday/Sunday allowances.

**D4 CALL BACKS**

**D4.1** Where an employee is required by the employer to attend the University after the employee has completed his/her ordinary hours of work or is called back before their normal time of starting work and does not continue working until such normal starting time (hereinafter referred to as a “call back”). The employee shall be paid overtime or shall receive time off in lieu thereof as agreed between the employer and the employee.

**D4.2** For the purposes of D4.1, any overtime paid to the employee or any time received as time off in lieu shall be calculated as a minimum of three hours.

**D4.3** Where an employee is subsequently called back to the University after an earlier call back and the cumulative period of these call backs is less than or equal to three hours, then the employee shall only receive the minimum payment specified in D4.2.

**D4.4** Where the employee receives a call back pursuant to this clause, and the employee uses his/her own vehicle, then a transport allowance shall be paid in accordance with clause F6. If the call back is scheduled, the employee shall only receive the transport allowance if there is no public transport available to the employee and the employee is required to use his/her own vehicle.

**D5 NON-CONTACT TIME**

**D5.1** In this agreement, 'non-contact time' means any period of time during the employee's hours of work when s/he is not working in direct contact with children.

**D5.2** 'Non-contact time’ includes any time spent on planning, assessment, professional development, parent/whanau contact, setting up, tidying up, food preparation, shopping, housekeeping, administration duties, preparation of activities, portfolios and displays.

**D5.3** An employee may be required to undertake non-contact duties at any time as part of the normal working day. However 135 hours of non-contact time per year will be provided specifically as follows:
(a) At least three (3) specified days per year will be designated by the Employer as non-contact time, including one day at around the start of semester one, Easter Tuesday and one day at around the end of semester two;
(b) At least two (2) hours per week apportioned to the planning, assessment and documentation of children’s learning, also referred to as ‘professional time’; and
(c) Up to 16 hours per year for professional development.

D5.4 Without limiting D5.1 and D5.2, the timing and allocation of non-contact time will be determined by the Employer at its discretion. It is expected that any portion of non-contact time may be allocated during periods when there is less child contact required, such as the breaks between University semesters and the mid-semester breaks.

D5.5 During any non-contact time, the employee may be directed to carry out any duties associated with the care and education of children, such as those outlined in D5.2.

D5.6 During any non-contact time the employee is required to be available to the children as the need arises such as in cases of accident or emergency.

D5.7 The amount of non-contact time per year and per week for each employee will be pro-rated cumulatively for any employee employed to work part of the year, and also for any part-time employee.

Examples:
(a) If a permanent employee normally works 30 hours per week, s/he will be provided a total of 5 hours non-contact time per year, which includes at least 90 minutes per week.
(b) If an employee is employed to work 30 hours per week for 9 months during the year, s/he will be provided a total of 76 hours non-contact time per year, which includes at least 90 minutes per week.

D5.8 Non-contact time is not transferable and will not be accrued or carried forward to any subsequent year. If employment ends or under any other circumstances whatsoever, the employee will not be paid out for any non-contact time that has not been allocated to him/her at that time.

D5.9 This clause D5 is not applicable to any casual employees.
SECTION E: REMUNERATION

E1 SALARIES AND WAGES

E1.1 Salaries are effective from 10 April 2017.

<table>
<thead>
<tr>
<th>Assistant Centre Leader Salary Range</th>
<th>From 10 April 2018</th>
<th>From 10 April 2019</th>
<th>From 10 April 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum - maximum</td>
<td>$67,169 - $73,706</td>
<td>$67,847 - $74,451</td>
<td>$69,204 - $75,940</td>
</tr>
</tbody>
</table>

This range of rates applies to all employees in the position of Assistant Centre Leader.

<table>
<thead>
<tr>
<th>Certificated Kaiako/ ECE Educator Scale</th>
<th>From 10 April 2018</th>
<th>From 10 April 2019</th>
<th>From 10 April 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per annum</td>
<td>$45,007</td>
<td>$45,461</td>
<td>$46,370</td>
</tr>
<tr>
<td>Per hour</td>
<td>$21.59</td>
<td>$21.80</td>
<td>$22.23</td>
</tr>
<tr>
<td>Per annum</td>
<td>$48,111</td>
<td>$48,597</td>
<td>$49,569</td>
</tr>
<tr>
<td>Per hour</td>
<td>$23.07</td>
<td>$23.30</td>
<td>$23.77</td>
</tr>
<tr>
<td>Per annum</td>
<td>$51,215</td>
<td>$51,732</td>
<td>$52,767</td>
</tr>
<tr>
<td>Per hour</td>
<td>$24.56</td>
<td>$24.81</td>
<td>$25.30</td>
</tr>
<tr>
<td>Per annum</td>
<td>$54,318</td>
<td>$54,867</td>
<td>$55,964</td>
</tr>
<tr>
<td>Per hour</td>
<td>$26.04</td>
<td>$26.30</td>
<td>$26.83</td>
</tr>
<tr>
<td>Per annum</td>
<td>$57,422</td>
<td>$58,002</td>
<td>$59,162</td>
</tr>
<tr>
<td>Per hour</td>
<td>$27.53</td>
<td>$27.81</td>
<td>$28.37</td>
</tr>
<tr>
<td>Per annum</td>
<td>$60,527</td>
<td>$61,139</td>
<td>$62,362</td>
</tr>
<tr>
<td>Per hour</td>
<td>$29.02</td>
<td>$29.32</td>
<td>$29.90</td>
</tr>
<tr>
<td>Per annum</td>
<td>$63,631</td>
<td>$64,274</td>
<td>$65,559</td>
</tr>
<tr>
<td>Per hour</td>
<td>$30.51</td>
<td>$30.82</td>
<td>$31.43</td>
</tr>
<tr>
<td>Per annum</td>
<td>$66,735</td>
<td>$67,409</td>
<td>$68,757</td>
</tr>
<tr>
<td>Per hour</td>
<td>$32.00</td>
<td>$32.32</td>
<td>$32.97</td>
</tr>
</tbody>
</table>

This range of rates applies to all certificated employees in the position of Kaiako/ ECE Educator.

**NOTE:** From 1 July 2006 all qualified/certificated Centre Leaders, Assistant Centre Leaders and ECE teachers are paid annual salaries. These salaries are based on forty (40) hours per week x 365 days per year/ 7 days per week plus 72 hours for staff meetings, plus a clothing allowance of $476 per annum, and paid on a pro-rata basis for permanent part time qualified/certificated teachers. All salaries in clause E1.1 apply to employees whose ordinary full-time hours are 40 hours per week.

Upon appointment Certificated Kaiako/ECE Educators may be placed at any step within the Certificated Kaiako/ECE Educator scale, with consideration applied to the below factors:
- Previous work experience
- Specific skills required for the position/centre
- Parity within the University's ECE centres
- Ease/difficulty of recruitment

Advancement to the next step in the Certificated Kaiako/ ECE Educator Scale (to step 8) shall occur on 1 December each year, subject to satisfactory performance. For the purpose of advancement, satisfactory performance is defined as receiving an EVOLVE rating of 'proficient' or higher during the latest EVOLVE review.

A staff member can appeal the outcome of their EVOLVE review process where a case can be made that there has been a significant failure of process which has affected the outcome, or where the decision is clearly at odds with the evidence provided. All appeals must be submitted to the Manager University ECE Centres within one month of the completion of the review process. All submissions must provide the grounds on which the appeal is sought alongside supporting evidence.

**E1.2**

**E1.2**

All Assistant Centre Leaders and Certificated Kaiako/ECE Educators must currently hold:
(a) An early childhood teaching qualification recognised by the New Zealand Education Council (NZEC) for certification purposes; and
(b) A current practising certificate issued by the NZEC, including 'full', 'provisional' and 'subject to
confirmation' certification.

All Assistant Centre Leader and Certificated Kaiako/ECE Educator employees are paid annual salaries based on forty (40) hours per week x 365 days per year / 7 days per week plus 72 hours for staff meeting, plus a clothing allowance of $476 per annum. Salaries are paid on a pro-rata basis for permanent part time employees. All salaries in clause E1.1 apply to employee who's ordinary full time hours are 40 hours per week.

**E1.3 Uncertified Teaching Assistant Wage**

<table>
<thead>
<tr>
<th>Uncertified Teaching Assistant Wage</th>
<th>Wage per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$20</td>
</tr>
</tbody>
</table>

This wage applies to all uncertified teaching assistants.

An uncertified teaching assistant is an employee primarily employed in teaching duties who does not hold a current early childhood teaching certification issued by the NZ Education Council. Uncertified teaching assistants may be in-training towards an early childhood teaching qualification recognised by the NZEC for teacher certification.

**NOTES:**

1. Hourly rates are annual rates divided by 2085.71 (i.e. 365 x 5/7 x 8).
2. In determining initial placement on the salary scale, previous years of relevant employment as a trained early childhood educator shall be taken into account.
3. No employee progressing from one grade to another shall lose salary by reason of their progression.
4. Progression within grades shall be by annual increment on date of appointment.

**E2 CASUAL EMPLOYEES**

Casual Employees shall be paid on an hourly rate calculated pro-rata on the appropriate salary scale and shall be entitled to holiday pay of 8%, in accordance with the requirements of the Holidays Act and amendments.

**E3 SALARY REVIEWS FOR ASSISTANT CENTRE LEADERS**

All Assistant Centre Leaders whose salary is below the maximum of a grade shall be reviewed annually.

**SECTION F: ALLOWANCES**

**F1 HIGHER DUTIES ALLOWANCE**

**F1.1** An employee required by the employer to undertake a period of higher duties being more than four consecutive days, shall be reimbursed by the employer at the step on the higher salary scale applicable if the employee were to be appointed to the higher position. The agreed allowance shall apply from the day the agreed higher duties commence.

**F1.2** The rate of the allowance will be calculated by taking the difference between the salary of the employee acting in the position and the salary that the employee would receive if appointed to the higher position.

**F2 MEAL ALLOWANCE**

An employee who has been directed to work not less than two hours overtime after a break of at least half an hour, and who has to buy a meal which would not otherwise have been bought, shall be paid a meal allowance of $14.06.

**F3 CLOTHING ALLOWANCE**

This clause only applies to those early childhood educators who are on the unqualified and in-training pay scales. A clothing allowance of $7.85 per week shall be paid to employees who work 15 hours per week or more and $3.91 per week for employees who work less than 15 hours per week.
F4 MORNING, LUNCH AND AFTERNOON TEA
All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

F5 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND
F5.1 Employees travelling on approved University business within New Zealand will be reimbursed actual and reasonable expenses upon presentation of receipts. It is customary for the University to pay in advance for transport, accommodation and some meals.
F5.2 Claims for expenses will be based on presentation of receipts for the travel costs and will be reimbursed when approved by the employer.

F6 TRANSPORT ALLOWANCE
F6.1 Where an employee is required to travel to or from work during hours of darkness and/or the employer considers the safety of the employee is at risk the employer may provide free transport.
F6.2 Shift and Rostered Staff
Transport allowance at the rates specified below is payable to shift and rostered staff, subject to the following conditions:
- An allowance is payable only to employees who are required to travel more than two kilometers from their residence to the place in which they are employed.
- An allowance is payable only to employees who are required to travel to and from work during the times when public transport which is available to staff working normal daily hours has not begun, or has ceased to operate.
- No allowance is payable when public transport would enable the employee to arrive at work within 30 minutes before the time they are required to commence duty and when public transport is safely available within 30 minutes after the time they cease duty or when free transport is provided by the University.
- Where the allowance is approved, it is for a return trip although public transport may be available when the employee is required to commence duty but not when they cease; or vice versa.

F6.3 Rates
<table>
<thead>
<tr>
<th>Shortest distance between employee's home and place of employment (one way)</th>
<th>Allowance payable for each return trip $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to and including 2 km</td>
<td>Nil</td>
</tr>
<tr>
<td>More than 2 and up to 5km</td>
<td>2.12</td>
</tr>
<tr>
<td>More than 5 and up to 10km</td>
<td>3.71</td>
</tr>
<tr>
<td>More than 10 and up to 15km</td>
<td>5.30</td>
</tr>
<tr>
<td>More than 15km</td>
<td>6.90</td>
</tr>
</tbody>
</table>
F7  MOTOR VEHICLE EXPENSES
Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance the equivalent of the standard Inland Revenue Department rates for work related kms.

SECTION G:  HOLIDAYS AND LEAVE

G1  Due to the Christmas closedown period and the break between university semesters, the employer may not be able to offer all employees normal work hours between the cessation of examinations in semester two and before the commencement of semester one in the New Year. Each employee will be consulted on the availability of work during this period and employees advised of work and hours available, following consultation between the manager and centre Centre Leaders and according to the needs of each centre. Normal working hours will resume at the commencement of semester one.

G2  PUBLIC HOLIDAYS
G2.1 The following days shall be observed as public holidays:
- New Year’s Day
- the Day after New Year’s
- Day Waitangi Day
- Anzac Day
- Good Friday
- Easter Monday
- Sovereign’s Birthday Labour Day
- Auckland Anniversary Day
- Christmas Day
- Boxing Day

G2.2 In the event of a public holiday falling on a Saturday or a Sunday, such holiday shall be observed in accordance with the Holidays Act and the Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013.

G2.3 Where an employee is required by the Employer to work on a Public Holiday:
(a) s/he will be paid at time and a half for the time actually worked on a Public Holiday; and
(b) if that Public Holiday would otherwise be a working day for the employee, s/he will be entitled to an alternative holiday to be taken on a day to be agreed between the Employer and employee.

G3  ANNUAL LEAVE ENTITLEMENT
G3.1 Annual Leave of five weeks shall be allowed in accordance with the Holidays Act 2003 and amendments.

G3.2 The employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, such leave shall be taken at a time agreed to by the employer and employee.

G3.3 Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. An employee may be permitted to carry forward from one leave year to the next up to half of his/her annual leave entitlement. With the written approval of the employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

G3.4 The Employer may require the employee to take annual leave during periods between the cessation of examinations in semester two and the commencement of semester one in the next year by giving the employee at least 14 days’ notice in writing.

G4  HOLIDAYS FALLING DURING LEAVE OR TIME OFF
G4.1 Leave on pay - Where a public holiday falls during a period of annual leave, sick leave on pay or bereavement leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university.
G4.2 Leave without pay - An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay.

G5 SICK LEAVE

G5.1 Employees are entitled to either Sick Leave on pay as set out in the schedule below, or Sick Leave without pay, on production of a medical certificate. Part-time employees working less than five days a week or reduced hours shall be granted sick leave on a pro-rata basis. Casual employees will not be entitled to sick leave provisions.

G5.2 All Sick Leave is to be computed in working days.

G5.3 Schedule of Entitlement:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Aggregate period for which Sick Leave on pay may be granted during service (working days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 12 months' service</td>
<td>14 days</td>
</tr>
<tr>
<td>Over 12 months' service</td>
<td>13 days for each 12 months of service with a maximum accumulation of 260 days.</td>
</tr>
</tbody>
</table>
G5.4 This leave Is Inclusive of the provisions of the Holidays Act 2003.
G5.5 The employer may, at its discretion, decide that sick leave on pay of any special nature should not be included in the aggregate of sick leave taken.
G5.6 The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform full duties he/she may be placed on sick leave (with or without pay) until cleared to return to full duties, the cost of the medical examinations will be met by the employer.
G5.7 Should an employee require time off to attend a Doctor, Dentist or other health professional, during their work time, the Centre Leader will (where possible) approve the paid leave time, which will not be deducted from the employee's sick leave entitlement.
G5.8 The employee should notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.
G5.9 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided that period of sickness is more than five days and a medical certificate is produced.
G5.10 Anticipation of Sick Leave:
In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days' sick leave is retained for each year of service for which sick leave has been anticipated.
All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.
G5.11 Isolation on account of infectious sickness:
Employees who are required to be isolated on account of infectious conditions or notifiable disease in their household or elsewhere may, if they desire, be granted sick leave on pay as a charge against their sick leave entitlement. Such absence is to be supported by a certificate signed by registered medical practitioner or by the District Medical Officer of Health.
Where an employee is suffering from an infectious condition or notifiable disease which can be shown to have been contracted at work for the employer, or where an employee is suffering from a relapse of a notifiable disease shown to have been contracted at work for the employer, a period of up to four weeks' sick leave associated with the illness will be paid and not debited against an individual's sick leave entitlement. Further periods of leave will be considered and may be agreed taking into account individual circumstances. A certificate signed by a registered medical practitioner periods of sick leave
G5.12 Employees employed prior to 1 October 1995 shall carry forward their existing unused sick leave entitlement.

G6 RETIREMENT

G6.1 The employee shall give the University not less than 3 months notice of retirement in writing. The University and the employee agree that retirement means permanently withdrawing from the paid regular workforce. The employee shall provide the University with details of any planned future employment.

G6.2 Retirement on Medical Grounds:
An employee may be required by the employer to relinquish employment based on the certificates of two medical practitioners nominated by the employer. The employer will normally give the employee not less than three months' notice provided that a lesser period may apply by mutual agreement.

G7 RETIREMENT LEAVE

G7.1 Employees who retire shall be entitled to the following leave:
(i) after 10 years continuous service - 20 working days
(ii) after each additional year up to 25 years - 5 working days
(iii) after each additional year over 25 years - 2 working days

G7.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment, full-time or part-time (on a pro-rata basis), in the University together with any other service which the employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary
severance.

G7.3 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long-service leave due.

G7.4 Retiring leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retiring leave commences from the working day following expiry of such leave.

G7.5 Grant in Lieu of Retiring Leave

G7.5.1 All employees eligible for retiring leave may accept, instead of any period of retiring leave to which they are entitled (less any retiring leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.

G7.5.2 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the surviving partner or if there is no surviving partner to any dependent.

GS PARENTAL LEAVE

GS.1 Parental leave is leave without pay.

GS.2 Entitlement and Eligibility

GS.2.1 An employee while they are employed in the University is entitled to parental leave in the following circumstances:

(i) In respect of every child born to them or their partner.
(ii) In respect of every child up to and including five years of age, adopted by them or their partner.
(iii) In respect of every child up to five years of age fostered by them or their partner.

GS.2.2 Leave of up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.

GS.2.3 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.

GS.2.4 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. Special and medical circumstances will be taken into account.

GS.2.5 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

GS.2.6 In addition to parental leave:

(i) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
(ii) A male employee may take a continuous 14 day period as leave without pay. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

GS.3 Job Protection

GS.3.1 An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.

GS.3.2 A similar position means a position:

at the equivalent salary and grading; and on the same campus; and involving responsibilities broadly comparable to those exercised in their previous position.

GS.3.3 Except in cases where the position needs to be filled permanently, when an employee goes on parental leave an employer must as first preference hold the employee's position open (This includes filling it temporarily).

GS.3.4 If the employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of
one of the following (in order of priority);
(i) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
(ii) If this is not possible the employer may approve one of the following options:
   (a) An extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
   (b) The appointment of the employee to a different position in the same location, (a position of a lower grading or one involving different duties, i.e.: not a similar position as defined above); if the appointment is not acceptable to the employee, the employee continues on extended parental leave as provided for in (a) above for up to 12 months; or
   (c) Where extended parental leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working days' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

GS.4 Deployment
GS.4.1 When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same university deployment provisions that would apply to other staff members who are part of the same surplus will apply.

GS.4.2 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

GS.5 Special Paid Parental Leave
GS.5.1 An employee who is entitled to apply for 52 weeks Parental Leave may apply for up to nine weeks of such Parental Leave as Special Paid Parental Leave, providing that the employee genuinely intends to return to duty after such Parental Leave, and providing further that if the employee subsequently does not return to duties, the employee agrees to refund salary and other remuneration paid during Special Paid Parental Leave. This leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

GS.5.2 If both partners are employed in the University and are eligible for Special Paid Parental Leave, then they are entitled to a total of nine weeks Special Paid Parental Leave, between them, and they may choose who will receive it.

GS.5.4 Any adjustments to the salary scale that are backdated into the period covered will apply,
GS.5.5 An employee who is absent on parental leave for less than 9 weeks will receive that proportion of the payment that their absence represents in working days.
GS.5.6 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 confinement, may have her case for full payment considered by the employer.

G8.6 Employees returning from a period of parental leave may wish to work reduced hours for a period or take up a part-time position within the University. The University is encouraged to take a sympathetic view of employees' circumstances and have regard to the University's equal employment opportunities policy when exercising decision-making powers in relation to such applications.

G8.7 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

G9 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE
G9.1 An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:
G9.1.1 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.
G9.1.2 The applicant must:
(i) Produce a birth certificate for the under school age child; and
(ii) Sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.

G9.2 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of $23,000 per annum eligibility will be at the employer's discretion.

G9.3 An applicant seeking to return to the University should give at least three months' notice and renew that notice at least one month before the date s/he wishes to return to work or one month before the expiry of the period in G9.1.1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.

G9.4 Where an applicant meets the conditions in G9.1.1 to G9.3 and at the time of the application; and Has the necessary skills to fill competently a vacancy which is available in the University; and The position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

G9.5 Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements.

G9.6 If an applicant is not appointed to any position within three months after the expiry of the period in G9.1.1 above, the benefits of these provisions will lapse.

G10 LONG SERVICE LEAVE

G10.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled on completion of 20 years continuous university service to a special holiday of four weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement and must be taken as four consecutive weeks leave.

G10.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G10.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

G11 CREDITING OF PREVIOUS SERVICE

G11.1 For the purposes of crediting service, recognition shall be given to relevant service with a New Zealand University.

G11.2 The University may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

G11.3 Decisions shall have regard to:
   (i) the relevance of the service;
   (ii) recruitment and retention experiences.

G11.4 An employee's continuity of service shall not be deemed to be interrupted by a change of employment from one New Zealand University to another. The crediting outlined in this clause is subject to the condition that the period which elapses between any change of employment is not longer than one calendar month.

G11.5 Those employed prior to 1 July 1993 shall retain their existing provisions regarding recognition of service.

G12 JURY SERVICE LEAVE

An employee called on for jury service will be entitled to special leave with pay for up to one week. Where Jury Service is extended during the first week of Jury Service, the employer may provide extended special leave on pay for Jury Service for up to two further weeks. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

Special Leave Without pay will be granted to employees required to be on Jury Service for a period in excess of three weeks.

G13 BEREAVEMENT /TANGIHINGA LEAVE

G13.1 An employee is entitled to up to five (5) days paid bereavement leave where the
bereavement relates to the death of a spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent. Where on any occasion by reason of death of a person other than those above, the employer accepts that the employee has suffered a bereavement, the employee shall be entitled to one days paid bereavement leave. In determining whether or not the employee has suffered a bereavement the employer shall consider relevant factors including those specified in the Holidays Act 2003. Bereavement leave shall be paid at the employee's relevant daily pay as defined in the Holidays Act 2003.

G13.2 In granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account;
(1) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
(2) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
(3) The amount of time needed to discharge properly any responsibilities or obligations;
(4) Reasonable traveling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
(5) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases, the necessary approval will be given immediately, but may be given retrospectively where necessary.

G13.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

G13.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing of office) or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

G14 STUDY LEAVE

G14.1 (i) In-service leave for obtaining or upgrading to the three year Diploma of Teaching ECE or an equivalent qualification.
Should an employee, with the agreement of the employer, enroll in a programme for the purpose of upgrading or gaining a diploma of teaching ECE or an equivalent qualification that is recognised for teacher certification purposes, by the New Zealand Teachers Council, the employer shall:
(a) Grant the employee paid leave to attend to programme requirements when the programme is being held during ordinary working hours. Such leave shall be granted to a maximum of 5 consecutive working days or for 5 working days if not consecutive per employee, per year.
(b) Pay up to 50% of the enrolment fee for the programme per employee per year at the time of enrolment provided that the employer has the right to claim reimbursement of the portion of the fee paid by the employer if the employee does not complete programme requirements.

(ii) Long term leave for obtaining upgrading qualification to a three year Diploma of Teaching ECE or an equivalent qualification
Should an employee enroll in a recognised programme for the purpose of upgrading or gaining a Diploma of Teaching ECE or an equivalent qualification, that requires them to take leave from the Centre of more than 5 consecutive days and up to 12 months, the employer may grant them unpaid leave for the duration of the programme.

G14.2 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by the employer to be relevant to their employment.

G14.3 Provisions for this and other forms of study leave are at the discretion of the employer. The employer will take into consideration the changing educational standards for early childhood educators and any needs that arise for retraining courses.

G14.4 The employer may reimburse any fees and reasonable expenses relating to courses and seminars for which study leave has been granted.
G15 TEACHER CERTIFICATION
G15.1 During the term of employment, the Employer may require employees to:
   (a) apply for teacher certification and a practising certificate; and
   (b) ensure that the practising certificate is renewed.

G15.2 The employer shall reimburse the cost of initial teacher certification and of the renewal of practicing certificates for all certificated teachers in their employ.

G15.3 Teacher certification Centre Leaders shall be paid a minimum of one (1) hour per teacher per month at ordinary rates by the employer of the certificated teacher.

G15.4 Payment will be made twice per year on application from the Centre Leader who will indicate those staff being supervised.

G16 TUITION FEES
The University may contribute to some or all of the costs of tuition for any employee enrolled for a course of study in the University which is relevant to the employee's work and has been approved by the employer. The University may approve attendance at courses in other cases without meeting the cost of tuition.

G17 OTHER LEAVE
The employer may grant an employee Other Leave with or without pay on such terms and conditions as the employer may deem fit.

G18 ACCIDENT LEAVE
Accident leave is granted in terms of the Accident Rehabilitation and Compensation Insurance Act 1992.

The University is committed to paying the first week's loss of earnings in the case of all injuries sustained in the course of employment, even if such injuries are classified otherwise according to the Accident Insurance Act.

The University will pay loss of earnings for up to 28 days following the start of incapacity until the claim is identified as work related or not. In the case of non work related accidents, the employee shall immediately reimburse to the employer compensation received from ACC in respect of that period.

Where employees are compensated for loss of earnings, Sick Leave may be used to maintain their full salary entitlement.

SECTION H: GENERAL PROVISIONS

H1 HEALTH AND SAFETY
H1.1 Safe Work Practices
The parties are committed to achieving excellence in the management of health and safety in the workplace. Both the employer and the employees shall comply with their obligations under the Health and Safety in Employment Act 1992 and associated legislation. This includes the employer and the employee taking all practicable steps to ensure a safe and healthy workplace.

H1.2 New Technology
When new technology is introduced into a workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

H1.3 Eye Tests
An employee shall be entitled to an eye test as provided in the Policy "Eye Tests for Staff."

H2 RELEASE OF INFORMATION
Employees of the University shall ensure that at all times personal information held by the University, or which becomes known to the employee is handled in accordance with the provisions of the Privacy Act 1993.
H3  PAYMENT OF SALARIES

H3.1 Payment of all salaried employees shall be by way of direct credit to a bank account, fortnightly. Overtime payments earned in one period shall be paid in the subsequent fortnightly pay period.

H3.2 Final Pay - Regardless of whether the termination is on notice or without notice, the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

H4  DEDUCTIONS

H4.1 Notwithstanding anything contained elsewhere in this agreement the employer shall be entitled to make a ratable deduction from the salary of an employee for time lost through sickness (other than as provided in this agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

H4.2 At the written request of any employee, the employer shall deduct union fees from the employee's pay at a rate advised from time to time by NZEI: Te Riu Roa, and shall remit such deductions to the NZEI: Te Riu Roa in a manner agreed upon between the employer and the NZEI: Te Riu Roa.

H5  DISCIPLINARY PROCEDURES

See Appendix

D. Suspension

HS.1 The Employer may suspend the employee where the Employer considers it is reasonably necessary to do so. The reasons for suspension may include but are not limited to:

(a) minimising the possibility of an investigation being hindered; or
(b) protecting the Employer's Interest and reputation, or the welfare of other staff or children; or
(c) managing or diffusing a potentially emotional, dysfunctional, unsafe or acrimonious situation.

HS.2 Unless exceptional circumstances exist, the employee will be informed of the proposal to suspend and be given an opportunity to comment.

HS.3 While suspension is usually on pay, the University reserves the right to suspend or continue to suspend the employee without pay where exceptional circumstances exist (such as a criminal investigation or prosecution of an employee's conduct).

H6  EMPLOYMENT RELATIONSHIP PROBLEMS

The provisions of Appendix A will be followed in the case of employment relationship problems.

H7  UNION MEETINGS

H7.1 Subject to the following clauses, the employer shall allow every employee covered by this agreement who has nominated NZEI: Te Riu Roa as their authorised representative to attend on ordinary pay, up to two meetings (each of a maximum 2 hours' duration) with NZEI: Te Riu Roa in each year.

H7.2 The NZEI: Te Riu Roa shall give the employer at least 14 days' notice of the date and time of any meeting to which H8.1 applies.

H7.3 The NZEI: Te Riu Roa 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.

H7.4 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 two hours in respect of any meeting.

H7.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the NZEI: Te Riu Roa shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.
HS  RIGHT OF ACCESS
Subject to the Employment Relations Act 2000 and its amendments, the authorised officer
of the NZEI: Te Riu Roa shall be entitled to enter at all reasonable times upon the
premises for purposes related to

ECE CA 10 April 2017 to 9 April 2020
the employment of its members, or for purposes related to the union's business, or both
including access to wages, holiday and time records etc, but not so as to interfere
unreasonably with the employer's business.

H9  REPRESENTATIVES EDUCATION LEAVE
Employment Related Education Leave shall be granted pursuant to the Employment
Relations Act 2000 and its amendments.

H10  STAFF MEETINGS
At the commencement of each year the Manager, University ECE Centres will consult with
the Centre Leaders, and will then determine the number of staff meetings per year, but not
less than five meetings.

Untrained or in training staff members who have completed their normal hours of duty,
and who attend the meeting, will be paid at time and a half of the employee's hourly rate
of pay and a light meal will be provided for all staff. Centre Leaders, Assistant Centre
Leaders and qualified/certificated ECE Teachers have staff meeting payments built into
their annual salary.

H11  TERM OF THE COLLECTIVE AGREEMENT
This collective agreement comes into force on 10 April 2016 and expires on 9 October 2020.
SCHEDULE A  SCHEDULE OF SIGNATORIES

The following are parties to the University of Auckland Early Childhood Educators Collective Agreement: Signed on behalf of The University of Auckland.

Date: __________

Signed on behalf of the New Zealand Educational Institute (NZEI: Te Riu Roa).

__________________________  

Date             ________________
:                  __________________
The Employment Relations Act 2000 requires that all collective and individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The University and the union have agreed on the following procedure.

1. Employment relationship problems include:
   - a personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
   - a dispute (about the interpretation, application or operation of an employment agreement).
   - any other problem relating to or arising out of the employee's employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.

2. If the employee believes there is a problem with his or her employment relationship with the University, the employee should tell the employee's manager, either personally or through the union or other representative, as soon as possible:
   - that there is a problem; and
   - the nature of the problem; and
   - what action the employee wishes to be taken in relation to the problem.

3. If for any reason the employee feels unable to raise the matter with his or her manager, other suggested contacts are: Dean or Director, Human Resources Manager or Advisor, the EEO Advisor or the University Mediator.

4. In the case of a personal grievance, the employee must raise the matter 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.

5. The employee has the right to seek the support and assistance of his or her union or representative, or information from the Department of Labour Mediation Service at any time.

6. The University will try to resolve the matter through discussion with the employee and/or his or her union or representative.

7. If the problem cannot be resolved through discussion, then either the employee or the University can request assistance from the Department of Labour which may provide mediation services.

8. If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for Investigation and determination.

9. In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.
DISCIPLINE PROCEDURES

THE UNIVERSITY OF AUCKLAND

HUMAN RESOURCES MUST BE CONTACTED IN THE FIRST INSTANCE

Before proceeding with any meeting or correspondence in relation to disciplinary action, the law requires that there be **good grounds** to discipline and/or dismiss and that it is carried out in a **procedurally fair** manner.

The principles of natural justice require the following:

1. Identification of unacceptable conduct/performance and advice of such to the staff member.
2. An opportunity for the staff member to explain the alleged conduct/performance.
3. An opportunity within a specified time frame for the staff member to correct the conduct/performance, with the assistance and support of the employer (except in the case of serious misconduct or after a final written warning).
4. That the employer act fairly towards the employee.

**Informal Meeting and Outcome**

Where there is conduct or performance that is of concern to a manager, the manager is encouraged to raise these concerns in the context of an Informal Meeting wherever that is appropriate. The manager may wish to seek the advice of Human Resources prior to such a meeting. Normally such a meeting is held between the manager and staff member alone, however either or both the manager and staff member may adjourn such a meeting and seek the assistance of Human Resources and/or a union representative respectively.

The outcome of any informal meeting with a staff member may include any justifiable outcome, including one or more of the following according to the circumstances:
- training
- counselling
- an instruction to improve conduct or performance.

An informal meeting does not constitute a "Disciplinary Meeting" under the terms of this appendix, though any important requirements should be provided clearly by the manager to the staff member in writing.

**Disciplinary Meeting Outcome**

Where the conduct/performance is sufficiently serious or is repeated, then a Disciplinary Meeting may be warranted. The outcome of any disciplinary meeting may include any justifiable outcome, including one or more of the following according to the circumstances:
- training
- counselling
- an instruction to improve conduct or performance
- a Formal Warning
- a Final Written Warning
- dismissal.

In certain circumstances, demotion, redeployment or other alternatives may be considered. Where a warning or dismissal is being considered, the following guideline must be taken into account.

**Formal Warning**

A Formal Warning may be warranted in situations of any:
- unsatisfactory performance or
- misconduct (other than serious misconduct).

**Final Written Warning**

A Final Written Warning may be warranted in situations of any:
- misconduct that follows a Formal Warning
- unsatisfactory performance after a Final Written Warning
- serious misconduct that might justify dismissal, but where a "second chance" is warranted.
Dismissal
Dismissal may be warranted in situations of any:
- misconduct that follows a Final Written Warning
- continued unsatisfactory performance following a Final Written Warning
- serious misconduct

As an alternative to dismissal, the employer may consider:
- demotion
- redeployment
- such other action as may be appropriate in the circumstances.

Disciplinary Meetings Procedures
The following principles shall be observed in the case of any meeting that may result in a warning or dismissal for cause.

Prior to any disciplinary meeting:
• The employer must investigate the facts. The procedure for investigating facts may include an "Informal Meeting" in accordance with the procedure above. The employer will then consider the facts.
• Where the employer then considers that there is a need to proceed to a Disciplinary Meeting, those procedures will be initiated.
• The employee will be advised of the brief reason(s) for the meeting, and of the right to seek representation at any disciplinary meeting.

At any disciplinary meeting:
• A Human Resources representative should be present.
• The employee must be advised of the misconduct and/or unsatisfactory performance.
• The employee must be provided with an opportunity to explain the behaviour/performance.
• Time should be given for adjournment(s) so that the employee and representative have time to consider his/her response to the allegations.
• The meeting should be conducted in a non-threatening manner.

After a disciplinary meeting:
• The employer shall fully consider the explanations of the employee before determining what action, if any, is appropriate in the circumstances.
• If the employer considers that a Formal Warning or Final Written Warning is warranted, then this shall be recorded in writing and provided to the employee. There must be a request for an Improvement in conduct and/or performance. The employee must be advised that, if performance or conduct does not improve a further warning and/or termination of employment may be possible.

A copy of any warning should be noted on the employee's file and the employee should be advised of this. Appropriate training and support shall be provided.
• If dismissal is warranted, then the notification of dismissal and the reasons for dismissal shall be provided in writing to the employee.

The Manager who will make any decision in relation to any disciplinary meeting must also be the person who investigates any allegation relating to misconduct or unsatisfactory performance, and who listens to the explanation of the employee.

All warnings must be issued with the approval of an HR practitioner. All dismissals must be approved by the Director of Human Resources.

Review of Any Disciplinary Outcome
The outcome of a disciplinary matter may be reviewed under the following principles:
• The Employee or the University may initiate a review of the outcome of a disciplinary matter through Human Resources.
• A requested review normally would take place between 3 months and 12 months after the disciplinary matter, but may take place at another agreed time.
• The University will take into account any submission of the Employee before making a decision on the review outcome.
• The decision of the University as a result of the review may include:
  - rescinding the warning and remove the documentation from the personal file
  - holding all related material in a confidential envelope on the personal file
  - no further action
  - such other action as may be appropriate in the circumstances.
• While a Formal Warning or Final Written Warning may be removed from the file, if
related misconduct/performance reoccurs, the University may consider whether the conduct/performance warrants a Final Written Warning or Dismissal.

COMPETENCY

(a) Where there are matters of competency, which are causing concern in respect of any employee, the employer shall advise the employee in writing of the concern(s) and shall put in place appropriate assistance and personal guidance to assist that employee.

(b) When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

(i) The employee be advised in writing of the:
- specific matter(s) causing concern;
- the corrective action(s) required to address the matter(s);
- the timeframe within which this action(s) must be undertaken
- and the competency matter(s) addressed; and
- their right to seek representation at any stage.

(ii) The timeframe in (i) above should be determined by the employer, or delegated person, and be relevant to the matter(s) causing concern. In setting this timeframe the employer may take into account previous opportunities given to the employee to address the competency matter(s) causing concern;

(iii) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee;

(iv) A copy of any written report to the employer or to the NZ Teachers Council made by any person or persons undertaking the evaluation shall be given to the employee;

(v) No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both);

(vi) If the above steps (i-v) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee without the need to follow the disciplinary procedures outlined in this agreement.
APPENDIX C   REDUNDANCY PROVISIONS

(a) Where the employer carries out a review or restructure of any of the positions covered by this agreement, and such a review or restructure has the potential to affect the job security of any employee covered by this agreement, the employer will enter into a process of consultation with the union(s) and the affected employee(s). Such consultation shall commence not less than one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the union(s) concerned. The purpose of such consultation is to allow the parties sufficient opportunity to investigate options in good faith which would prevent any loss of employment.

(b) The University’s approach to surplus situations shall be to explore the possibility of using redeployment, retraining and or alternatively early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.

(c) Employees declared redundant shall receive not less than two months’ notice of the termination of their employment.

(d) Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay to make arrangements to seek new employment. These arrangements may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews. The employer will meet reasonable costs.

(e) Employment Protection Provisions
Note: This clause shall apply in the event of restructuring of the Employer’s business. The provisions outlined in this appendix (Appendix C (a), (b), (c), and (d)) also take effect in this clause.

This clause applies to restructuring (as defined in Section 69L of the Employment Relations Act 2000 and its amendments) and therefore will apply where the Employer intends to enter into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer’s business (or part of it) is to be sold or transferred to another person or business.

In the event a restructuring will affect your position, the Employer shall, as soon as is reasonably practicable, (taking into account the commercial and confidentiality requirements of the business), commence negotiations with the other party involved in the restructuring (the “Other Party”) concerning the impact of the restructuring on every employee.

In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the other Party with all Information about the employees who will be affected by the restructuring, including details of their current terms and conditions of employment. The Employer will encourage the Other Party to offer all affected employees, employment on no less favourable terms and conditions of employment than they currently enjoy with the University.

However, whether the Other Party offers the staff member ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.

Two options may be offered. They are

- The Other Party does offer the staff member employment on terms and conditions which are no less favourable than their existing terms and conditions. The staff member may accept this offer to transfer to the Other Party or the staff member may decline the offer. If the staff member accepts or declines the offer then they will not be entitled to any redundancy compensation from the University.
- If the staff member is not offered employment, by the other Party, then the Employer will consult with the staff member regarding whether there are any substantially similar alternative positions available. If none can be identified or offered to the staff member then they will be entitled to [two months’ notice and redundancy compensation as per Appendix E (k) in this agreement.

Redeployment:

(f) The conditions under which employees may be redeployed to alternative duties within the University are as follows:

(i) Employees may be deployed to a position at the same, higher or lower salary;

(ii) Where the new position is at a lower salary, an equalisation allowance will be paid for
a period of two years to preserve the salary of the employee in the old position at the
time of redeployment.

(g) The equalisation allowance will be paid as an on-going allowance for two years equivalent
to the difference between the present salary and the new salary. The allowance will be
abated by any salary increase for the new position during the two year period.

(h) Employees who are offered a position in the University which by mutual agreement is
comparable to their existing position, such agreement not to be unreasonably withheld, and
who decline appointment, will not be eligible for payments under this clause.

(i) Where an employee agrees to be redeployed into a position that is not comparable to their
existing position, or the employee has accepted a comparable position that is subsequently
found by the employee to be not comparable to their existing position in good faith, the
employee may within the first three months in the new position and after consultation with
the employer to explore other options, elect to resign from it, by giving the appropriate
notice. The employee will receive a severance payment calculated on the salary and service
of the employee immediately prior to the times/he was initially redeployed.

(j) In the case of redeployment into a fixed term position which by mutual agreement is
comparable to their existing position and which then ceases to exist, and the employee is not
further redeployed, the employee’s contract of employment shall terminate and the employee
will be paid severance on the following basis:
(i) Where the position ceases during the first 12 months of redeployment the full
severance payment will be made;
(ii) Where the position ceases after a period in excess of one year but not exceeding
two years of redeployment, 50% of the severance payment will be made;
(iii) Where the position ceases beyond two years of redeployment no severance payment will
be made.

Redundancy:

(k) Upon leaving the University because of redundancy the employee shall be offered a
severance payment as follows based on continuous service with the University.
(a) Six weeks ordinary pay for the first year (or less) of service to the University.
(b) Two weeks ordinary pay for the second and subsequent years or part
thereof. The maximum severance payment under this clause shall be 40
weeks ordinary pay.

(l) Severance payment for a fixed term position that ceases to exist will be calculated on the
basis of salary and service of the employee, and will not be greater than the salary that
would be due over the unexpired portion of the term.

(m) Where the employment of an employee engaged in an activity of the University comes to an
end because that activity is sold or transferred and the person who acquires that activity
offers to employ that employee:
(a) On conditions that are the same as or no Jess favourable than the existing conditions; and
(b) On the basis that service with the University is treated as if it were service with the new
employer and as if it were continuous;

And the employee accepts the offer then the employee shall not be entitled to any
severance payment under clause (k) of this agreement.

Where the employee declines to accept the position, the employee will consult with the
employer over redeployment and other options contained in clauses e) to k), including the
following option.

Where the person acquiring the activity offers a different role or employment on less
favourable terms and conditions, the employee(s) and their union representative(s)
may, at their sole option, negotiate with the University over the terms and conditions
surrounding termination of employment with the University and acceptance of
employment with the new employer.