VICTORIA UNIVERSITY OF
WELLINGTON
TE HERENGA WAKA

COLLECTIVE AGREEMENT

for

EARLY CHILDHOOD EMPLOYEES

15 August 2021 to 28 February 2023

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TE HERENGA WAKA - VICTORIA UNIVERSITY OF WELLINGTON

COLLECTIVE AGREEMENT FOR EARLY CHILDHOOD EMPLOYEES

PARTIES The Vice-Chancellor and Chief Executive of Te Herenga Waka - Victoria University of Wellington ("the employer"); and

The New Zealand Educational Institute Te Riu Roa ("NZEI").

COVERAGE This agreement shall cover all staff employed by the employer to undertake early childhood teaching, supervisory or cooking duties, and who are members of the NZEI ("the employee").

SECTION A: GENERAL PROVISIONS

A 1 EMPLOYMENT RELATIONS ACT 2000

New employees shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this Agreement and be offered the opportunity to join NZEI and become bound by this Agreement.

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

A 2 EQUAL EMPLOYMENT OPPORTUNITIES

The provisions of section 600 of the Education and Training Act 2020 shall apply.

A 3 PERSONNEL POLICY PRINCIPLES

The provisions of section 597 of the Education and Training Act 2020 shall apply.

A 4 ACCESS TO AGREEMENT

The employer shall supply a copy of this Agreement to all employees covered by it.

A 5 VARIATION CLAUSE

The parties agree that the terms and conditions contained in this Agreement may be varied at any time by written agreement between NZEI, acting on behalf of the employees, and the employer in accordance with section 593 of the Education and Training Act 2020.

A 6 MINIMUM RATES

This Agreement provides for the minimum rates and conditions that are to be paid and provided to employees.

SECTION B: TERM OF THE AGREEMENT

This Collective Agreement shall be deemed to have come into force on 15 August 2021 and shall expire on 28 February 2023.

SECTION C: TERMS OF EMPLOYMENT

C 1 CATEGORIES OF EMPLOYEE

C 1.1 **Full time Employees**
All employees working on a continuing basis for the full hours defined in this Agreement.

C 1.2 **Part-time Employees**
All employees working on a continuing basis for less than full hours defined in this Agreement. The entitlements under this Agreement are granted on a pro-rata basis.

C 1.3 **Casual Employees**
All employees who are hired on an "as and when required" basis for short periods of work that is not regular. Each engagement will be treated as a separate employment relationship. There is no guarantee or expectation of ongoing employment.

C 1.4 **Fixed Term Employees**
Those employees engaged for a specified limited term (either full-time or part-time).

C 1.5 **Head Teacher**
A qualified and registered ECE teacher who has full responsibility for the day to day running of a centre.

C 1.6 **Senior Teacher**
A qualified and registered ECE teacher who has responsibility for managing all aspects of the Centre's day to day curriculum delivery and who acts as a point of contact for the Centre's staff, parents and the Head of Complex.

C 2 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 their employment provided the employer has made all reasonable efforts to contact the employee during this period. Where an employee was unable through no fault of that employee to notify the employer, they shall not be deemed to have abandoned their employment.

C 3 TERMINATION OF EMPLOYMENT

C 3.1 For employees other than casual and fixed term staff, notice of termination shall be one month by either the employer or employee but this may be reduced by mutual agreement. For casual and fixed term employees, notice will be deemed to have been given at the time a finishing date is agreed except where the employee is dismissed for misconduct in which case notice of termination will be one month. This shall not prevent the employer from summarily dismissing an employee for misconduct.

C 3.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.

C 3.3 Employees to be declared redundant shall receive not less than three months' notice of termination of their employment. The NZEI will be notified at the same time that notice of termination of employment is given to the employee.

C 4 DISCIPLINE AND DISMISSAL PROCEDURES

C 4.1 The discipline and dismissal procedures are contained in Schedule 2. The parties are also referred to the provisions of F.7.3.

C 5 SUPERANNUATION

C 5.1 Employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that scheme.

C 5.2 Where the employee is a contributor to the Government Superannuation Fund, the employer will continue to make contributions to the Fund. Members of the fund are bound by the provisions of that scheme.

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SECTION D: HOURS OF WORK

D 1 HOURS OF WORK

D 1.1 Thirty-seven-and-a-half hours shall constitute an ordinary full time week's work to be worked between 7.30 am and 6.15 pm Monday to Friday (normally on five consecutive seven-and-a-half hour days), and a three hour monthly staff meeting at a time nominated by the employer, giving a total of 1986 annual ordinary hours for fulltime employees. Attendance at the monthly staff meetings is built into the (fulltime) annual salary of employees.

D 1.2 By mutual agreement of the employer and the employee the hours may be varied within a 37.5 hour week and worked on not more than five days.

D 1.3 As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes each day.

D 1.4 In addition, employees shall be granted a rest period of ten minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work.

D 1.5 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.

D 1.6 Flexitime may operate by mutual agreement between the employer and the individual employee concerned. In such cases flexible hours may be worked between 7.00 am and 6.15 pm, Monday to Friday.

D 1.7 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.

D 1.8 The Employer is fully committed to ensuring the availability of programme preparation time for ECE teachers. Four and a half hours per week programme preparation time per full-time teacher equivalent shall be provided. The scheduling of allocation of hours for programme preparation time will be at the discretion of the Head Teacher/Head of Complex.

D 1.9 Programme preparation time may include such work as programme planning, observations, evaluations, preparation of activities and parent contact.

D 1.10 Head Teachers will negotiate administration time with their manager on a needs basis.

D 2 OVERTIME

D 2.1 These provisions apply to all employees who are employed on a salary less than $49,562 and with the prior authorisation of the employer work in

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excess of their ordinary hours as provided in clause D.1.1. All time worked on a Saturday, Sunday or whole holiday shall be at overtime rates.

D 2.2 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:

(a) time off in lieu of one hour off for one hour worked; or

(b) the payment of all overtime hours at time and a half of the employee's hourly rate of pay; or

D 2.3 Staff who are above the overtime limit may be granted time off on the basis of one hour for each hour worked at the discretion of the employer.

D 2.4 For the purpose of this clause, the employee's hourly rate of pay shall be the employee's annual salary divided by 1986.

D 3 SATURDAY/SUNDAY ALLOWANCE

D 3.1 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	$10.63
(ii)	up to 4 hours	$21.26
(iii)	up to 6 hours	$31.89
(iv)	over 6 hours	$42.53

D 3.2 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.

D 4 CALL BACKS

D 4.1 Where an employee is required by the employer to attend the University after the employee has completed her/his 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 either be paid overtime or shall receive time off in lieu thereof.

D 4.2 For the purposes of D 4.1, any overtime paid to the employee or any time received as time off in lieu shall be calculated as a minimum of three hours.

D 4.3 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 D 4.2.

D 4.4 Where the employee receives a call back pursuant to this clause, and the employee uses her/his own vehicle, then a transport allowance shall be

paid in accordance with clause F5. 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 her/his own vehicle.

SECTION E: REMUNERATION

E 1 SALARY AND WAGES (effective from 2 May 2022):

Head Teacher

	Staffing Responsibility	Salary	Hourly Rate (1986 hours)
5.01	7 - 10	$84,177	$42.39

Senior Teacher

	Salary	Hourly Rate (1986 hours)
4.01	$79,506	$40.03

Qualified and Certified ECE Teacher

Step		Salary	Hourly Rate (1986 hours)
3.01	Q1 Entry	$49,862	$25.11
3.02	Q2 Entry	$49,862	$25.11
3.03 (KTCA Step 2)	Q3 Entry	$51,124	$25.74
3.04 (KTCA Step 3)	Q3+ Entry	$53,420	$26.90
3.05 (KTCA Step 4)	Q4 Entry	$55,506	$27.95
3.06 (KTCA Step 5)	Q5 Entry	$59,001	$29.71
3.07	Max Q1	$61,644	$31.04
3.08	Max Q2	$64,922	$32.69
3.09		$68,141	$34.31
3.10	Max Q3	$70,393	$35.44
3.11	Max Q3+	$73,815	$37.17
3.12	Max Q4, Q5	$76,419	$38.48

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Enrolled in Teacher Education Programme/Unqualified or Un-Certified Permanent or Fixed Term Employee

Step	Salary	Hourly Rate
1 New to Early Childhood Education	$44,685	$22.50
2 More than 24 months Early Childhood Education Experience	$45,678	$$23.00
3 Uncertified Early Childhood Teacher	$46,671	$23.50

NOTES:

1. Hourly rates are annual rates divided by1986.
2. In determining, on initial appointment, placement on the salary scale, previous years of relevant employment in a licensed Early Childhood Centre etc. (see clause G 11) shall be taken into account provided that one year's service shall be calculated for part-time workers on a year of 1,440 working hours.
3. No employee progressing from one grade to another shall lose salary by reason of their progression.

E 1.1 Definitions

E 1.1.1 "Qualified and Registered ECE Teacher" means a teacher who is certificated by the Teaching Council of Aotearoa New Zealand ("the Teaching Council") and who holds a recognised early childhood or primary teaching qualification. Any teacher being paid as "trained" as at 15 August 2003 shall continue to be paid on the qualified and registered ECE teacher scale (This includes teachers with a single qualification worth 100 licensing points or more or a qualification grandparented by the NZ Qualifications Authority);

E 1.1.2 "Enrolled in Teacher Education Programme" means an early childhood teacher who is working toward a recognised early childhood teaching qualification leading to a Diploma of Teaching (ECE) or a Teaching degree (ECE) provided that:

(i) Such teacher may not move from one step to another without providing at the completion of each training year evidence of continued training.

(ii) Where a teacher dis-enrols from a recognised early childhood qualification programme, or where he or she fails to complete his or her qualification, then the employer and teacher may discuss the teacher's on-going commitment toward achieving his or her qualification and may agree to a reduction in salary step by mutual agreement. Prior to these discussions taking place, the employer shall advise the teacher of their right to seek advice and representation from NZEI and provide reasonable time for the teacher to do so.

E 1.1.3 "Non-Qualified" means an employee who holds no relevant training qualifications specified above.

E 1.2 Progression

E 1.2.1 For the purposes of determining annual progression from one step to the next, each teacher's performance will be assessed annually against the appropriate professional standards.

E 1.2.2 When setting performance expectations and development objective(s) with individual teachers for the coming year, the appropriate professional standards against which the teacher is to be assessed should be confirmed between the teacher and the employer.

E 1.2.3 For each teacher to progress annually to their next salary step they will need to demonstrate that they meet the required appropriate professional standards
Provided however, where management have concerns that an individual teacher may not reach the required professional standards and any other negotiated expectations to progress to their next salary step, management will raise this in advance giving sufficient time and direction for the individual teacher to improve to allow their progression to occur.

E 1.2.4 Notwithstanding clauses E.1.2.1- E.1.2.3 above, a teacher who is on step 3.01 and who becomes eligible to progress one step, will be able to progress straight to step 3.03 (KTCA step 2) of the salary scale.
Similarly, where salary credits are applied in line with clause G 11 of the Agreement, steps 3.01 and 3.02 shall be treated as a singular step.

E 1.3 Casual Employees

E 1.3.1 Casual employees will be paid as follows:

From 2 May 2022

a) **Non-Qualified (Includes those Enrolled in Teacher Education Programmes)**

Step 1
New to Early Childhood Education $22.50 per hour

Step 2
More than 24 months Early Childhood Education experience $23.00 per hour

Step 3
Uncertified Early Childhood Teacher $23.50 per hour

b) **Provisionally Certified Early Childhood Teacher** will be paid the higher of the following two hourly pay rates:
   i) the teachers appropriate hourly pay rate up to step 3.0.6 (KTCA Step 5) and
   ii) $25.74 per hour

c) **Qualified and Certified Early Childhood Teacher** will be paid the higher of the following two hourly pay rates:
   i) the teachers appropriate hourly pay rate up to step 3.0.6 (KTCA Step 5) and
   ii) ii) $25.74 per hour

d) **Qualified and Certified Primary Teacher** will be paid the teacher's appropriate hourly pay rate up to step 3.0.6 (KTCA Step 5)
Casual employees will receive an additional 8% of the above hourly rates as holiday pay.

E 2 RECOGNITION OF QUALIFICATIONS

The parties agree to apply the relevant qualification groups as detailed in the Early Childhood Funding Handbook Teachers must always be paid at a step that is at least the entry step for their respective qualification group.
Where an assessment against the qualification groups outlined in the Early Childhood Funding Handbook leads to a higher qualification group than an assessment against the qualification groups in E.2.1. the assessment against the qualification groups in the Early Childhood Funding Handbook shall be used.

E 2.1 **Q1** means an employee holding the Diploma of Teaching (ECE) or its equivalent as assessed by the New Zealand Qualifications Authority.

Q2 means an employee holding a Higher Diploma of Teaching or Tohu Matauranga Diploma.

Q3 means an employee holding an Advanced Diploma of Teaching or a Degree. The Degree may be either a Bachelor Degree in Education (B.Ed.) or a Bachelor Degree in Arts (BA) with either an Education, Psychology or Maori major.

Q3+ means an employee holding a:

- bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching (ECE));
- a four year bachelor of education degree;
- a four year honours degree of teaching;
- a degree completed conjointly with a bachelor degree of teaching;
- a bachelor degree of teaching together with a relevant 120 credit specialist graduate or post-graduate qualification assessed at level 7 (or higher) on the National Qualifications Framework or equivalent;
- a Diploma of Teaching (ECE) plus an Advanced Diploma of Teaching together with a relevant 120 credit specialist graduate or post-graduate qualification assessed at level 7 (or higher) on the National Qualifications Framework; or
- a Bachelor degree of teaching together with a level 7, 120 credit

graduate or post graduate diploma of teaching (ECE).

Q4 means an employee holding a current practising certificate issued by the Teaching Council and-

- a level 8 qualification which can be an honours degree (excluding a four-year honours degree of teaching) or a postgraduate diploma, or
- two subject or specialist level 7 qualifications, or
- a Masters degree of teaching, or
- an overseas equivalent qualification that is recognised by the NZQA.

Q5 means an employee holding a current practicing certificate issued by the Teaching Council and a subject or specialist level 9 qualification on the New Zealand Qualification Framework – masters or doctorate, or equivalent overseas qualifications recognised by the NZQA.
The Q5 entry will be Step 6 of the Employer's salary scale.

E 2.2 **Te Reo Maori Allowance**

A full-time or part-time employee who is required to use te reo maori as the language of communication and instruction shall be paid an annual allowance upon successful completion of the agreed attestation process. For part-time employees the allowance will be payable on a pro-rated basis.

E 2.3 The attestation process will be based on the levels of fluency detailed in Schedule 3. The minimum payment will be $287.25 with $287.25 added at each subsequent level up to a maximum of $1436.23.

SECTION F: ALLOWANCES

F 1 HIGHER DUTIES ALLOWANCE

F 1.1 The employer shall approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate shall be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position.

F 1.2 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. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities competently performed, bear to the whole of the higher duties and responsibilities.

F 1.3 The minimum qualifying period is five consecutive working days actually

undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.

F 1.4 When an employee is promoted to a position that s/he has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

F 2 MORNING, LUNCH AND AFTERNOON TEA

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

F 3 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND

F 3.1 Where an employee leaves and returns to their place of work on the same day, the employer may approve payment of actual and reasonable expenses above the day to day work related expenses. The incidentals allowance is not payable nor are the travelling expenses payable.

Where the period is less than 24 hours but is overnight actual and reasonable expenses plus incidentals allowance are payable but not the travelling expenses.

F 3.2 The following expenses may be paid when travelling in New Zealand on university business, for periods in excess of 24 hours:

F 3.2.1 **Accommodation** - Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of receipts.

F 3.2.2 **Meals** - Reimbursement of costs of meals up to the following rates:

(i) for each 24 hour period $66.15;
(ii) for any additional period of less than 24 hours:
  (a) $27.91 for periods of up to 10 hours;
  (b) $66.15 for periods over 10 hours.

F 3.2.3 **Employees staying privately** - Employees staying privately may claim up to the following rates for meals and accommodation:

(i) $71.75 for each 24 hour period;
(ii) $33.10 for any additional period of less than 24 hours;

The Incidentals allowance is also payable.

F 3.2.4 **Incidentals allowance** – An incidentals allowance of $ 8 . 2 7 per 24 hour period or part thereof is payable for incidental expenses not otherwise recoverable. The period of payment is calculated from time of departure from the University or from the employee's residence whichever is the earliest to the time of return to the University or employee's residence whichever is the earlier.

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F 4 TRANSPORT ALLOWANCE

F 4.1 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.

F 4.2 **Shift and Rostered Employees**

Transport allowance at the rates specified below is payable to shift and rostered employees, subject to the following conditions:

- an allowance is payable only to employees who are required to travel more than two kilometres 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.

F 4.3 **Rates**

Shortest distance between an employee's home and place of employment (one way)	Allowance payable for each return trip $
Up to and including 2 km	Nil
2 km – 4 km	1.54
4 km – 6 km	2.22
6 km – 8 km	3.00
8 km – 10 km	3.68
10 km – 12 km	4.48
12 km – 14 km	5.15
14 km – 16 km	5.92
16 km and over	6.30

F 5 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 of 6 3 cents per kilometre.

F 6 APPOINTMENT EXPENSES

A new employee who has previously been employed by another university in New Zealand shall be entitled to appointment expenses as provided by the employer.

F 7 TEACHER REGISTRATION

F 7.1 The employer shall pay the cost of teacher registration and the renewal of practising certificates for employees who are registered teachers.

F 7.2 The employer is committed to having a fully registered workforce and to assisting new graduates into the profession. The employer shall ensure that an advice and guidance programme is available to each provisionally registered teacher. Within the network of ECE services, the Tutor Teacher shall meet with their Head Teacher or Head of Complex to develop a registration (advice and guidance) programme for the provisionally registered teacher. At the discretion of the employer, the provisionally registered teacher and the Tutor Teacher shall receive paid release time for the purposes of the programme

F.7.3 Staff who are appointed as a Certified Early Childhood teacher have a personal responsibility to ensure they maintain their certification and are expected to work actively to maintain their practicing certificate.

Where a teacher fails to achieve re-certification, and this failure cannot be attributed to the actions, inactions or oversights of the Teaching Council, they will meet with the manager in charge of the Early Childhood centres and the employee's immediate manager to discuss the actions and anticipated time needed to remedy any impediment to achieving re-certification. The employee is entitled to bring an advocate or support person to this meeting.

At this meeting the employee will be expected to outline strategies and time frames to ensure re-certification will be achieved. The Employer will work with the employee, providing advice, guidance and support to assist the teacher to achieve re-certification.

Where re-certification is not achieved within a further two (2) months of this intitial meeting the employee will meet again with management to further review the actions that are needed to achieve re-certification. As the employee is no longer a certified teacher they will have their remuneration reduced by two (2) steps on the certified teacher remuneration scale.

Where an employee whose remuneration has been reduced does subsequently achieve re-certification their remuneration will be restored to their original position in the remuneration scale.

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Where an employee does not achieve re-certification within a further period of two (2) months, i.e. four (4) months from when their certification lapsed, and this failure cannot be attributed to the actions or inactions or oversight of the TeachingCouncil the Employer may to give consideration to further actions up to and including termination of the employment of the employee.

Any decision to end the employees employment will only occur after the employee has had an opportunity to respond to the Employers concerns. Should a decision to dismiss then be made the employee will receive one months' notice of termination of their employment.

Where re-certification is achieved within this one (1) month period the notice of termination will be withdrawn and the employee's will be restored to their original position in the remuneration scale. Where re-certification is not achieved within this month, and notice has been given, the employment of the employee will cease at the end of the notice period.

F 8 TUITION FEES

The employer may meet the costs of tuition for any employee enrolled for a course of study at the University, which is relevant to the employee's work and has been approved by the employer. The employer may approve attendance at courses in other cases without meeting the cost of tuition. The employer may approve attendance at courses in other cases, including meeting the cost of tuition.

SECTION G: HOLIDAYS AND LEAVE

G 1 UNIVERSITY HOLIDAYS

G 1.1 The last working day before Christmas Day, three working days between Christmas and New Year, and Easter Tuesday are university holidays. Employees are entitled to university holidays if they fall on days on which they would normally work.

G 1.2 If the employee works on a University holiday and that day would otherwise be a normal working day, they shall be paid at the ordinary rate for all hours actually worked and receive one day off in lieu.

G 1.3 If the employee works on a University holiday and that day is not a normal working day, they shall be paid at the overtime rate for all hours actually worked and receive time off in lieu on the basis of one hour off for one hour worked.

G 2 PUBLIC HOLIDAYS

G 2.1 The parties are bound by the Holidays Act 2003 and all days identified as public holidays in the Holidays Act shall be observed as public holidays. That Act requires that:

a) If the employee does not work on a public holiday and the day would

otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day; and

b) If the employee works on any part of a public holiday, the employer must pay the employee at least the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. If the public holiday falls on a day that would otherwise be a working day for the employee, the employee will also receive an alternative holiday. If the public holiday falls on a day that would **not** otherwise be a working day for the employee, the employee will receive, in addition to the entitlements under the Act, time off in lieu on the basis of one hour off for one hour worked.

G 2.2 An employee is required to obtain the prior written approval of the employer to work on a public holiday.

G 2.3 An employee who in terms of D2 is not entitled to overtime rates shall be granted equivalent time off duty for authorised work performed on a public or university holiday.

G 3 ANNUAL LEAVE ENTITLEMENT

The parties acknowledge the importance of adequate rest and recreation and the need for all employees to have appropriate periods of annual leave to achieve this.

The key principle is all employees are given the opportunity, and should aim to use their full annual leave entitlement each year.

Where required, employees will provide their manager with an annual leave plan and managers may, after consultation, direct an employee to use any unused annual leave entitlement in accordance with the Holidays Act.

G 3.1 All employees will be entitled to four weeks annual leave in accordance with the Holidays Act 2003.

G 3.2 The employee's wishes concerning the timing of leave will be met as far as possible.

G 3.3 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.

G 3.4 Any annual leave taken will be paid in the pay that relates to the period during which the leave is taken, unless otherwise agreed as outlined in section 27 of the Act.

G 4 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

G 4.1 Leave on pay

Where a recognised holiday falls during a period of annual leave, sick leave on pay or special 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, unless the employee has worked at any time during the fortnight prior to the day on which the holiday is observed.

G 4.2 Leave without pay

An employee shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight prior to the day the holiday is observed.

G 5 SICK LEAVE

G 5.1 The purpose of sick leave is to enable staff to continue to be paid when by reason of injury or illness, they are prevented from attending to their normal duties. It is to be administered fairly by management and utilised responsibly by staff.

G 5.2 These sick leave provisions apply equally where the employee is required to attend to their child, partner or family member who is a member of their household and who through illness or injury becomes dependent on the employee.

G 5.3 With the exception of fixed term employees employed for a term of less than one year, employees are entitled to sick leave on pay on an "as and when required" basis.

G 5.4 Fixed term employees are entitled to ten days paid sick leave each year from the date of employment. The employer may at its discretion grant an employee more than the ten day entitlement.

G 5.5 Where it is considered that the employee's performance may be impaired by a possible medical condition, the employer may require an employee to undergo an examination by a registered medical practitioner. The employer reserves the right to require a specialist medical practitioner's examination and report in specific cases. In these circumstances, the employee agrees to provide written authorisation to the medical practitioner to provide an assessment to the employer to assist the employer to determine whether the employee's performance is impaired by a medical condition. Should the employee be found unfit to perform their full duties they may be placed on sick leave until cleared to return to full duties. The cost of the medical examinations will be met by the employer.

G 5.6 The employee shall notify absence due to illness to their controlling officer whenever possible at least thirty minutes before normal starting

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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.

G 5 .7 Where a staff member is in receipt of earnings related compensation (as defined in the Accident Compensation Act 2001) sick leave on pay shall be based on the difference between the compensation received and the normal salary of the staff member.

G 5.8 Where:

(a) long term absence due to illness or injury is involved, or

(b) an employee has had regular short term absence due to illness or injury

and it seems unlikely that the employee concerned will be able to resume duties within a reasonable period, the employer may, after consultation with the appropriate HR staff and the employee and/or their representative, give consideration to the retirement of the employee concerned on medical grounds, or an extended period of leave on reduced pay or without pay. Each case must be dealt with on its merits.

When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be recorded as sick leave provided a medical certificate is produced.

G 5 .9 An abuse of the trust upon which these sick provisions are based, will be treated seriously by the employer and may lead to disciplinary action, including dismissal.

G 6 RETIREMENT

G 6.1 Employees who wish to retire are required to give one months' notice except for retirement for medical reasons.

G 6.2 **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.

G 7 RETIREMENT LEAVE

G 7.1 Retiring employees shall be entitled to retiring leave as set out in tables A and B of this clause.

G 7 .2 Service for the purposes of retirement 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.

G 7 .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.

G 7 .4 In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.

Table A

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

Months	0	2	4	6	8	10
Years						
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65					

Table B

Months	0	2	4	6	8	10
Years						
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99

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33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

G 7 .5 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.

G 7.6 **Grant in Lieu of Retiring Leave**:

G 7.6.1 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.

G 7.6.2 If the effective date of a salary increase falls during any period of annual or long service leave taken after cessation of duties, the amount of the lump sum in lieu of retiring leave should be increased in accordance with the new salary rates on the written application of the employee.

G 7 .6.3 The employer shall notify any employee who has left the service of the employer within the 12 months preceding such salary increase, provided the employee has left a contact address with the employer.

G 7.6.4 If the salary increase falls due from a date after the completion of the period of annual or long service leave taken after cessation, no adjustment is to be made to the lump sum.

G 7.6.5 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 dependant.

G 8 PARENTAL LEAVE

G.8.1 Except where stated to the contrary, parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987 and any amending or substituting Acts ('the Parental Leave Act').

G.8.2 The employer may at its discretion grant parental leave to employees who are not eligible for parental leave under the Parental Leave Act.

G.8.3 In this section, the use of the term 'adoption' includes formal adoption, whāngai, tama fai, and other situations where the employee or their partner is taking on

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permanent primary responsibility for the care, development, and upbringing of a child who is under the age of 6 years.

G.8.4 This agreement provides for the following types of parental leave:

Extended Parental Leave.
Where the employee meets the eligibility requirements in the Parental Leave Act extended parental leave of up to 52 weeks is available to an employee. This leave shall include the ten weeks University paid parental leave as provided for below. If the employee is entitled to extended parental leave under the Parental Leave Act the maximum period of extended parental leave may be either taken by the employee exclusively or shared between the employee and their partner under the sharing provisions as described in the Parental Leave Act.

Government Parental Leave Payment
If an employee is the primary carer, they may be entitled to the Government parental leave payment if they meet the eligibility criteria under the Parental Leave Act. They may transfer some or all of their entitlement to their partner (if they meet the relevant criteria under the Parental Leave Act). The employee is responsible for applying for Government parental leave payments separately (in addition to applying for parental leave from the University.)

Special Leave
An employee who is pregnant may, before taking primary carer leave, take up to 10 days special leave without pay for reasons connected with the pregnancy.

Parental Partner Leave
An employee who is a parental partner may take a continuous unpaid 2 week period of parental partner leave. 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.

University Paid Parental leave
The employee is entitled to 10 weeks of their parental leave to be University paid parental leave if they qualify for parental leave in accordance with 1 or 2 above. However, if the term of the employee's employment agreement is for less than 12 months then the employee shall only be entitled to three weeks University paid parental leave (the employee must still qualify for parental leave in accordance with 1 or 2 above). University paid parental leave may be taken in up to four periods during the 12 months following the birth or adoption of a child/children. By mutual agreement, paid parental leave may be taken in a greater number of periods.
If both parents are currently employed by the University, a total of 10 weeks, (or 3 weeks where relevant), University paid parental leave shall be provided, which may be shared between them. University paid parental leave may be taken by any eligible employee following the birth or adoption of a child.

G.8.5 If the employee is entitled to a salary increment in the period of parental leave, then it will be awarded in accordance with this Agreement.

G.8.6 Job Protection

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. The employee may request to work reduced hours for a period and wherever practicable the employer will accommodate this.

In respect to this provision a similar position means a position:

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

When an employee goes on parental leave the employer must, as first preference, hold the employee's position open (Note - This includes filling it temporarily); but 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) a further period of leave (without pay) for up to 12 months until the employee's previous position or a similar position becomes available; or
(b) where the extended period of further 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.

G.8.7 Redeployment

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 redeployment provisions that would apply to other staff members who are part of the same surplus will apply.

G9 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

G 9.1 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, 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.

G 9.1.2 The applicant must:

(i) produce a birth certificate for the under school age child;

(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.

G 9.2 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.

G 9.3 An applicant seeking to return to the University should give at least three

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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 G 9.1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.

G 9.4 Where an applicant meets the conditions in G 9.1 to G 9.3, and at the time of the application:

a) they have the necessary skills to fill competently a vacancy which is available in the University; and

b) the position is substantially the same in character and at the same or lower salary as the position previously held,

that applicant is to be appointed in preference to any other applicant for the position.

G 9 .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.

G 9.6 If an applicant is not appointed to any position within three months after the expiry of the period in G 9.1, the benefits of these provisions will lapse.

G 10 LONG SERVICE LEAVE

G 1 0 .1 In addition to holidays and annual holidays specified elsewhere in this Agreement, an employee shall be entitled to a special holiday of

a) One week upon completion of 10 years" continuous university service
b) One week upon completion of 15 years" continuous university service
c) Two weeks upon completion of 20 years" continuous university service.

(Note: service is deemed to be continuous where it is broken to care for pre-school or school age children).

The employee may elect to „accrue" the special holidays but they all must be taken within 5 years from the date of the employee's 20th anniversary, or be forfeited.

G 1 0 .2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G 1 0 .3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this Agreement.

G 11 CREDITING OF PREVIOUS SERVICE

G 1 1 .1.1 For the purposes of crediting service, recognition shall be given to relevant service with a New Zealand University or licensed Early Childhood Centre.

G 11.1.2 When determining, on an employee's initial appointment, where the employee should be placed on the salary scale, the following service shall be recognised in addition to the service acknowledged in G 11.1.1 above:

(i) Service as a qualified and certificated teacher employed in a teaching position in a New Zealand state or state integrated school (including Kaupapa Māori education)

(ii) Service as a trained early childhood teacher in the Early Childhood Service of Te Aho o Te Kura Pounamu

(iii) Service as a Head Teacher or Senior Teacher in a kindergarten.

G 11.1.3 For the avoidance of doubt, any service that is recognised in reliance on Clause 11.1.2 of this Agreement (and that falls outside the scope of clause G11.1.1 of this Agreement) shall be recognised for pay purposes only unless the employer agrees otherwise. When determining the crediting of service for leave purposes, clauses G 11.1.1 and G 11.2- G 11.4 of this Agreement shall be determinative.

G 1 1 .2 The employer may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, long service and retiring leave) with the exception of service for which the employee has received a redundancy payment.

G 11.3 Decisions shall have regard to:

(i) the relevance of the service;

(ii) recruitment and retention experiences.

G 11.4 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 provided, that the period which elapses between any change of employment is not longer than one calendar month.

G 11.5 Nothing in clause G 11 shall be interpreted as an attempt to override the service recognition requirements in the Early Childhood Funding Handbook for services that opt into the Parity Funding Rates.

G 12 JURY SERVICE LEAVE

An employee called on for jury service will be entitled to special leave with pay. The employee must 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.

G 13 WITNESS LEAVE

Where an employee is called as a witness in a private capacity for a Criminal or Traffic case, up to three days' paid leave may be granted. If fees and expenses are recovered by the employee from the party calling the witness then the employee shall repay the fees to the University.

G 14 BEREAVEMENT/TANGIHANGA LEAVE

G 14.1 An employee shall be granted bereavement leave on full pay to discharge obligations and/or to pay respects to a deceased person with whom he/she has 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). This may include leave to attend memorial services including unveilings/hura kohatu and re-enactment of tangihanga/kawe mate.
In accordance with the Holidays Act 2003, special bereavement leave on full pay is also available in relation to miscarriages and still births.

G 14.2 In conjunction with the provisions of the Holidays Act 2003, in granting time off, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

(i) the closeness of the association between the employee and the deceased, which association need not be a blood relationship;

(ii) whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;

(iii) the amount of time needed to discharge properly any responsibilities or obligations;

(iv) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;

(v) 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.

G 14.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

G 14.4 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.

G 15 STUDY LEAVE

G 15.1 The employer may at its discretion grant employees 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. The employer will take into consideration the changing educational standards for early childhood workers and any needs that arise for retraining courses.

G 15.2 Employees who are Provisionally Certified Teachers may be granted study leave and release time that is actual and reasonable to enable them to fulfil the requirements for full registration.

G 15.3 Registration supervisors will be given release time that is actual and reasonable to enable them to fulfil the requirements of the registration process.

G 16 LEAVE FOR MAORI LAND COURT AND WAITANGI TRIBUNAL HEARINGS

Where an employee is required as a witness, or in a specific role on behalf of their iwi, to attend the Maori Land Court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, then they shall be entitled to paid leave up to 10 days per year. An application outlining the basis on which this leave is sought is required.

In addition, an employee shall be granted special leave on pay to support the lodgement of a claim made by their iwi.

G 17 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.

G 18 ACCIDENT LEAVE

Accident leave is granted in terms of the Accident Compensation Act 2001, and any amendments or replacements.

G 19 FAMILY VIOLENCE LEAVE

G.19.1 In this clause, family violence has the same meaning as that term is defined in the Family Violence Act 2018. The Employer recognises that Employees sometimes experience family violence in their personal life that may affect their attendance, performance and/or safety at work. The Employer is committed to supporting Employees who experience family violence.

G.19.2 The Employer will, on request, grant an Employee experiencing family violence up to 10 days paid leave each year on such terms and conditions as are appropriate. Examples of reasons for requesting such leave include the employee attending medical appointments, legal proceedings and counselling sessions.

G19.3 The Employee will, if requested, provide the Employer with relevant documents that support any claim for leave under this provision. Such documents may include a document issued by the Police, a Court, a doctor or other medical professional, a family violence support service or

a lawyer. This documentation may be provided retrospectively. The Employer will maintain strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resources staff.

G.19.4 Leave and any other support specified under the relevant provisions of the Employment Relations Act 2000, the Holidays Act 2003 and the Human Rights Act 1993 and is inclusive of the leave entitlements provided under that legislation and any other legislative provisions dealing with leave for family violence.

SECTION H: GENERAL PROVISIONS

H 1 HEALTH AND SAFETY

H.1 The employer shall encourage safe work practices and comply with health and safety legislation.

The employee must:

- take all practical steps to ensure the workplace is safe; and
- be familiar with, follow and encourage compliance with all University health and safety policies and procedures.

H 1.2 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.

H 1.3 Hepatitis B

Where an employee may be at risk of contracting Hepatitis B because of the nature of their job, the situation shall be assessed by the employer's Occupational Health Nurse (OHN) and Manager, and if it is deemed necessary, vaccination will be offered to the employee.

H 1.4 Hearing and eye tests

H 1.4.1 Employees working in areas where regular loud noise is a frequent factor in their work shall be provided with regular hearing tests.

H 1.4.2 Any employee who is appointed to a position where they are engaged for at least 50% of their normal working day in VDU duties or the use of magnifying devices or optical equipment, is entitled to vision screening testing provided by the University's Occupational Health Nurse. Where any dispute arises in respect of the results of the vision screening test, the Director HR may approve a further test with another relevant professional at the employer's expense.

If:

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a) The test discloses that the staff member's vision is not adequate for the normal viewing of a VDU or operation of a magnifying device or optical equipment; and
b) The employee has been employed by the University for three continuous months;

then the cost of a further eye test with an approved registered optometrist will be met by the employer. If that test discloses that prescription glasses are required for the normal viewing of a VDU, operation of a magnifying device or optical equipment, then the employer will contribute up to the following amounts:
Lenses $162.40
Frames $162.40

This subsidy will not apply to the loss or breakage of frames and/or lenses

H 2 PAYMENT OF SALARIES

Payment of all salaried employees shall be by direct credit to a bank account in fortnightly payments.

H 3 DEDUCTIONS

H 3.1 Notwithstanding anything contained elsewhere in this Agreement, the employee gives their consent pursuant to section 5 of the Wages Protection Act 1983 for the employer to deduct from wages payable to the employee any monies that the employee agrees is owed to the employer.

H 3.2 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, and shall remit such deductions to the NZEI in a manner agreed upon between the employer and the NZEI.

H 4 RE-DEPLOYMENT

Where a permanent staff member is required to be re-deployed between sites for an extended period of time, or permanently, every effort will be made by the employer to give not less than four (4) weeks notification.

Provided however where an immediate transfer arises as a consequence of an emergency situation the Head of Complex/Head Teachers will develop a transition plan that enables the staff member to transfer as seamlessly as possible.

H 5 CHANGE MANAGEMENT

H 5.1 When the University has decided to restructure or reorganise all or part of its business operations or services or is, in whole or in part, the subject of, or party to, any merger the University shall at the earliest practicable time notify those employees affected by the event or decision and their bargaining agents and shall afford full and timely consultation before any

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final decisions are taken.

H5.2 A redundancy may occur when a position an employee holds is subject to significant change (including when the employee's position wholly disappears) because it has become wholly or in part superfluous to the needs of the University due to:

(i) an amalgamation of the University with another institution, or the contracting out, transfer or sale of a discipline or area of study or area of work to another university, institution or employer; or

(ii) financial difficulties which threaten the University's ability to continue its current level of research and/or teaching; or

(iii) the implementation of a review of the structure, staffing, function or location of a discipline, or area of study, or area of work.

H5.3 When a surplus staffing situation exists, the following options will apply unless otherwise agreed:

a) Confirmation

An employee's position is confirmed where it has not changed or is substantially similar to that employee's existing position.

If the employee does not wish to be confirmed in their position, the only option available to them is resignation.

b) Selection Pool

A Selection Pool occurs whenever a position has not changed significantly but there are more employees than positions in the new structure. In a Selection Pool situation, all relevant employees will be required to participate in a selection process. The positions of those employees who are unsuccessful in the selection process will be disestablished.

c) Disestablished Positions

A position is disestablished where it is ceased or ended because it is either significantly changed or is no longer needed in any form.

Employees whose positions are disestablished

H5.4 Before a position is disestablished, the employer shall give the employee and their union at least three months' notice of that fact.

H5.5 The employer shall meet its obligation to act as a good employer, including, on a case by case basis, making reasonable arrangements for supporting the employee in seeking new employment, allowing the employee necessary time off on full pay as is consistent with that objective, and meeting reasonable costs. These may include, for example, help in the

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preparation of a CV, job training, counselling, financial management, or attendance at job interviews.

H5.6 The employer shall make all attempts to find suitable alternative work within the University for any employee affected.

H5.7 By agreement, employees may be redeployed to a position at the same, higher or lower salary. Such agreement will not be unreasonably withheld by either party. If the employee unreasonably declines to be redeployed into alternative employment with the University, the only option available to the employee is resignation.

H5.8 Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee in the old position at the time of redeployment for a period of two years.

If the FTE of a new position is less than the FTE of the old position, the equalisation allowance will be pro-rated accordingly. In this case, redundancy compensation will be based on the difference between the FTE of the old position and the FTE of the new position.

H5.9 Subject to clause H.5.8, the salary will be preserved in the following ways:

a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increase); or

b) An ongoing allowance equivalent to the difference between the present salary (including superannuation) and the new salary for a period of two years (this is abated by any subsequent salary increase).

H5.10 Where employees who are within five years of their retirement are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated, and their salary will be increased in line with any subsequent salary increase. The difference cannot be cashed up.

H5.11 Where an employee is redeployed into a new position, the employee may, within the first six months in the new position, elect to resign from it giving appropriate notice, and will have any severance payment calculated under this agreement paid as if they had not taken up the new position, including service in the new position not counting towards calculation of the severance payment. In the event the employee has received a lump sum equalisation payment under clause H5.9(a), the proportion of service not completed in the two year period because of the operation of this clause will be deducted from any severance payment.

H5.12 In the case of redeployment into a fixed term position which ceases to exist and the employee is not redeployed to a further position, the employee will be paid severance on the following basis:

a) where employment ceases within three years, the full severance

payment will be made;

b) where employment ceases after three years but not exceeding five years, 50% of the severance payment will be made;

c) where employment ceases beyond five years, no severance payment will be made.

H5.13 Subject to clause H5.12 upon leaving the University as a result of redundancy, the employee shall receive:

a) all outstanding holiday pay;

b) such retiring leave as the employee would have received had they been retiring on that date;

c) six weeks' pay for the first (or part) year of current continuous service with the University; and two weeks' pay for each succeeding (or part) year of current continuous service.

H5.14 The maximum payment possible using this formula (exclusive of holiday pay or retiring leave) shall be 52 weeks.

H5.15 Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

H 5.16 Following the application of clause H5.15, in the event that an affected employee does not transfer to the transferee, the relevant provisions in clause H 4 will apply, provided that, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee if:

a) the person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location; and has agreed to treat service with the employer as if it were continuous with that person or agency; and

b) the conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and 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 person or agency acquiring the

business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.

H 6 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

Definitions

An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between the employer and employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement.

Personal Grievance means a formal grievance relating to:

- unjustifiable dismissal
- unjustifiable disadvantage,
- discrimination,
- sexual or racial harassment, or
- duress in relation to membership or non-membership of a union employees" organisation.

A Dispute means a disagreement with the way in which this Agreement has been applied or interpreted.

Resolving Employment Problems

If the employee thinks they have an employment problem then they should talk to their manager about it. If the employee wants support or advocacy assistance in doing this, they should contact the NZEI or other representative. At any stage of the process the employee has an absolute right to representation.

If the employee has tried to resolve the employment problem within the University, but this has not succeeded then the employee or the NZEI can use the formal process that is offered by the Ministry of Business, Innovation and Employment's Mediation Service.

Personal Grievances

The employee has 90 days to raise a grievance formally with the employer from the time the event occurred. The NZEI will act for the employee during the grievance process unless the employee prefers to represent them self or seek other representation.

When the employee raises a grievance with the employer, they or their representative need to state what the grievance is and what the employee wants done about it. This should be done in writing.

Disputes

Where the employee thinks they have a dispute about this Agreement, they need to tell the NZEI and the employer who are parties to the Agreement. This is because what

the employee is disagreeing about may affect other employees who are employed under the Agreement. A dispute may also be taken to the Mediation Service for resolution.

FORMAL PROCESSES

Mediation Service

The Mediation Service may help the employee by giving them information about their rights and obligations. They may also suggest a meeting between the employee and the employer or anything else that they think might help. If there is a formal mediation, then it is up to the employee and the employer to reach an agreement on the outcome. The mediator facilitates the process and helps the employee and the employer come to an agreement. However, the employee and the employer can agree at the start of the mediation for the mediator to decide on the outcome. If the employee and the employer agree to this then the mediator's decision is final. The mediator's decision cannot be appealed to a higher authority.

Employment Relations Authority ("The Authority")

If at the end of the mediation a resolution has not been reached, then either the employee or the employer could take the problem to the Authority. If the problem is about a strike or lockout or injunction then the employee could take the issue to the Employment Court. However, issues that relate to the negotiation of new terms and conditions can only be addressed through mediation. These issues cannot be taken to the Authority or Employment Court.

The authority looks at the whole situation rather than the technicalities of a case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that the employee or the employer do not agree with then either of you can appeal that decision to the Employment Court.

Employment Court

Appeals to the Employment Court must be made within 28 days of the Authority making its decision.

Further information about this process can be obtained from:

- the employee's manager
- the employee's union representative.

Labour Inspectors

The Ministry of Business, Innovation and Employment also employs Labour Inspectors whom the employee can ask to help them with problems about the minimum entitlements under the law, such as the Minimum Wage Act, or the Holidays Act. Labour Inspectors can help the employee enforce their rights in these matters.

H 7 UNION MEETINGS

H7.1 Subject to the following clauses, the employer shall allow every employee to attend on ordinary pay up to two meetings (each of a maximum 2 hour's duration) with NZEI in each year.

H7.2 The NZEI shall give the employer at least 14 days' notice of the date and time of any meeting to which H 6.1 applies.

H7.3 The NZEI 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 employees 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 employee for a period greater than two hours in respect of any meeting.

H7.5 Only those employees who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the NZEI shall supply the employer with a list of those employees who attended and shall advise of the time the meeting finished.

H 8 UNION RIGHTS

H 8.1 Recognition of the Union

The employer recognises that the union is a legitimate and important stakeholder which represents union members and has rights and interests in decisions affecting members' work and employment. The employer has an interest in the union being well organised and effective in the employment relationship.

The employer will allow one of the union worksite representatives at each licence reasonable paid time to carry out their duties as a NZEI worksite representative at Victoria University of Wellington. In making decisions about release for NZEI worksite representatives the employer will observe Te Tiriti o Waitangi principles.

The NZEI will notify the employer who the worksite representatives are at each licence and advise of any subsequent changes to the representatives.

As acknowledgement of the special relationship between the University and the union, the employer shall grant paid leave to eligible employees to attend employment relations training and education in accordance with the entitlements of the Employment Relations Act.

H 8.2 New Employees

When a person is appointed to a position where the work to be done comes within the coverage clause of this Agreement, the employer will inform the employee that he/she may join the union. If the employee agrees, the

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employer will inform the union, as soon as practicable, that the employee has started work at the University.

H 8.3 Right of Access

Any authorised union representative is entitled to enter the employer's workplace to discuss employment related matters with union members and to conduct the union's business which may include recruitment and provision of information. Entry must be at reasonable times and in a reasonable way, having regard to normal business operations in the workplace.

SCHEDULE 1

SIGNATORIES TO THE AGREEMENT

Signed on behalf of the Vice Chancellor and
Chief Executive of Te Herenga Waka - Victoria
University of Wellington.

23 May 2022

Chris Pentecost
Employment Relations

Date

Signed on behalf of the New Zealand
Educational Institute Te Riu Roa

23 May 2022

Joschka Hoffmann

Date

SCHEDULE 2

DISCIPLINE AND DISMISSAL PROCEDURES

Concerns and complaints will be addressed in the first instance through the generic Complaints Policy available in each Centre.

The following procedures do not prevent the Employer from summarily dismissing an employee as covered in C3 of this Agreement.

Where misconduct is suspected, the employer may suspend the employee with pay whilst the allegation is being investigated.

Human Resources and the appropriate manager must be contacted if these procedures are to be implemented.

In addition to observing the principals of natural justice all disciplinary procedures will be conducted in good faith and in accordance with the following conditions:

1. The identification of alleged unacceptable behaviour/performance and the advising of same to the staff member.

2. At each step the employee must be provided with a real opportunity to be heard and offer explanations. Due consideration shall be given to the employee's explanation.

3. The provision of an opportunity within a reasonable, specified time frame for the staff member to correct the behaviour/performance.

4. Warnings/dismissals must not occur until full consideration has been given to an employee's explanation.

5. Employees will be advised at all steps of their right to have representation/support.

6. All steps must be undertaken in a non-threatening manner.

7. The person making the decision at each stage shall be the person to whom the employee makes the explanation (not a third person who has not had the opportunity of questioning the employee or hearing the employee's response).

8. A report of any meeting must be circulated to all attendees at the meeting. If any party disputes this record they may request that an addendum of their objection be attached to the minutes. Any addendum shall be attached to the record.

9. Where appropriate the opportunity shall be provided for the employee to receive additional training.

10. Further warnings can only apply to specific conduct of unsatisfactory

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performance cited in the original warning.

11. All verbal warnings shall be for a reasonable period and specify a date of expiry but that period shall not exceed 12 months. Verbal warnings no longer current shall be removed from the employee's file.

12. These disciplinary procedures shall be implemented in a culturally appropriate way.

13. The employee will be given a copy of these procedures at each step and will have the opportunity to obtain clarification of them from the employer.

14. Any documents arising out of any of these procedures which are placed on the employee's file shall be seen and signed by the employee. The signing will not be taken as an indication that the employee agrees with the content, only that they have viewed it. A statement to this effect adjacent to the employee's signature, shall be included on all material. A copy of the signed material must be given to the employee.

Steps

1 Formal verbal warning
2 Review/formal written warning
3 Review/final written warning
4 Review/dismissal

This procedure can be implemented at any step depending on the seriousness of the behavioural misconduct.

Step 1: Formal Verbal Warning

The employee will be advised of the reason for the meeting and their right to have representation/support at this meeting.

It shall be made clear that this is a formal verbal warning under these procedures

The employee must be informed of the specific misconduct and/or unsatisfactory performance.

Time shall be given for adjournment during the meeting so that both parties have time to consider a response to the allegations and explanations.

This warning shall state the expected level of improvement in performance and/or behaviour and that failure to improve may lead to a formal written warning then a final written warning then possible dismissal.

If the problem(s) persist, the following procedures apply:

Step 2: Review/Formal Written Warning

A further meeting is arranged by the employer between the employee and their representative/support person of their choice, the Head Teacher and a Human Resources representative.

Notification in writing of the intended meeting outlining the issues to be discussed must be forwarded to each attendee prior to the meeting, ie the employee should know the reason for the interview.

Time shall be given for adjustment during the meeting so that both parties have time to consider a response to the allegations and explanations.

If the employee's explanation is not accepted:

Agreement shall be reached by all parties on a course of action over a specified time frame and subsequent follow-up meeting scheduled.
If agreement is not reached or unreasonably withheld the employer has the right to direct the course of action to be taken and the timeframe.

The employee may be issued with a written warning. This warning shall state the expected level of improvement in performance and/or behaviour and that failure to improve may lead to a final written warning then possible dismissal. A written warning shall be issued by the end of the first working day following the meeting.

Another suitable, reasonable time frame to monitor improvement and a subsequent meeting shall be arranged.

If the problems persist, the following procedures apply:

Step Three: Review/Final Written Warning

A further meeting is arranged by the employer, between employee and a representative/support person of their choice, the Head Teacher, and a Human Resources representative.

Notification in writing of the intended meeting outlining the issues to be discussed must be forwarded to each attendee prior to the meeting, ie the employee should know the reasons for the interview.

Time shall be given for adjournment during the meeting so that both parties have time to consider a response to the allegations and explanations.

If the employee's explanation is not accepted:

Agreement shall be reached by all parties on a course of action over a specified time frame and a subsequent follow-up meeting scheduled.

If agreement is not reached or unreasonably withheld the employer has the right to direct the course of action to be taken and the timeframe.

The employee may be issued with a final written warning. This warning shall state the expected level of improvement in performance and that failure to improve may lead to dismissal. A final written warning shall be issued by the end of the first working day following the meeting.

Another suitable reasonable time frame to monitor improvement and a subsequent meeting shall be arranged.

If the problem(s) persist the following procedure applies:

Step 4: Review/Dismissal

A further meeting is arranged by the employer, between the employee and a representative/support person of their choice, the Head Teacher and a Human Resources representative.

Notice prior to the scheduled meeting outlining problem areas shall be circulated to all parties.

Due consideration shall be given to the explanation by the employer displaying genuine intention to consider, i.e. no predetermination of dismissal.

If the explanation is unsatisfactory to the employer, then the employee may be dismissed.

A letter confirming the dismissal together with a record of the meeting is to be forwarded to each attendee at the meeting.

SCHEDULE 3

Maori Language Assessment Process

Candidates are required to undertake a national Maori Language Proficiency Examination developed and administered by the Maori Language Commission, Te Taura Whiri I te Reo Maori.

The Grades

There are five possible grades within the examination system, ranging from A (indicating a very high level of Maori language proficiency) to E (indicating a low level of Maori language proficiency).

Grade	Mark	Overall Level of Language Ability
A		95% or higher Native speaker proficiency. Candidates can take full part in discussion on a range of topics. Colloquial expressions and a variety of other expressions are used naturally and correctly.
B		80% or higher. Candidates can understand and take part in discussion on a range of topics with relative ease. Grammatical and/or lexical error are few and far between. Colloquial language is limited and/or sometimes misused.
C		65% or higher. Candidates can understand and take part in conversations and extended speech on topics within own experience. Time will be taken to respond and a few grammatical and/or lexical errors will occur.
D		50% or higher. Candidates can understand and take part, to a limited extent, in conversation within own experiences. Some time will be taken to respond and the rate of grammatical and/or lexical will be relatively high.
E		35% or higher. Candidates can understand and give common greetings and use a range of set phrases in predicable situations. Candidates can ask for, and give a range of functional information. Grammatical and lexical errors will often occur.