



CAMBRIDGE CHILDCARE CENTRE TRUST / NZEI TE RIU ROA

COLLECTIVE AGREEMENT

JUNE 2022 – MAY 2023

Cambridge Early Learning Centre

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1 June 2022 – 31 May 2023

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Part 1

Parties - Ngā Roopu

This collective agreement is made pursuant to Part 5 of the Employment Relations Act 2000, and is made between, and is binding on, the following parties:

- (i) Cambridge Childcare Centre Trust, who shall be referred to in this agreement as "the employer" and
- (ii) NZEI Te Riu Roa..

Part 2

Coverage

The following employees shall be covered by this agreement:

- (a) All employees employed by the employer in any capacity in relation to supervision, care, and education of children in an early childhood education centre.
- (b) Employees employed to undertake administration duties in an early childhood education centre as defined in clause 4(g)
- (c) Employees whose work is within the coverage clause of this agreement, shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this collective agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this collective agreement.
- (d) This agreement reflects both a process of constructive engagement and a significant investment by NZEI Te Riu Roa and its members and the Cambridge Childcare Centre Trust. The parties agree that, consistent with the principles of the Employment Relations Act and except as provided by section 63 of the ACT, the terms and conditions agreed at the date of settlement of this agreement will not be automatically passed on to the employees not covered by this Agreement.

Part 3

Term of Agreement – Te whakataunga o te kirimana

- (i) This agreement shall come into force on 1 June 2022 and shall continue in force until 31 May 2023

Part 4

Definitions - Ngā whakamāramatanga

- (a) **Early childhood teachers/kaiako shall include persons employed:**
 - (i) In any capacity in relation to supervision, care, and education of children in centres or organisations licensed under the Education (Early Childhood Centres) Regulations 1998 (or any subsequent regulations or other legislation replacing them).
 - (ii) To provide supervision and care for children in out-of-school hours in an early childhood education centre or in an out-of-school care and recreation programme or scheme.
- (b) **Permanent part-time early childhood teachers/kaiako:**
 - (i) Permanent part-time early childhood teachers/kaiako shall include persons employed as specified in 4(a) (i) for less than 40 hours per week, on one or more days, in any week for a period longer than 2 weeks.
 - (ii) For the purpose of this agreement, permanent/part-time early childhood teachers/kaiako are deemed to be permanent and employment is continuous and they are entitled to all service entitlements under this agreement, provided that sick leave, professional development leave and redundancy compensation shall be calculated on a pro-rata basis as specified in clause 12(a) (i) and 13(d) (i) and 19(d) of this agreement.
- (c) **Part-year early childhood teachers/kaiako:**
 - (i) Permanent part-year early childhood teachers/kaiako shall include persons employed as specified in clause 4(a) (i), (ii), and (iii) for less than 52 weeks in any one year. Annual holidays, and sick and related leave provisions in this agreement shall apply to part-year early childhood teachers/kaiako on a pro-rata basis in relation to the number of weeks worked in a calendar year.
 - (ii) A part-year position may only exist in centres which operate on a reduced scale and/or are closed for a portion of the year, after consultation with the union.
- (d) **Short-term relievers:**

A short-term reliever is a person contracted by the employer to relieve in an existing position for 2 consecutive weeks or less. Short term relievers shall be entitled to all the provisions of this agreement except:

 - 6 (c) inclusive hourly rates (instead short-term relievers shall be paid hourly rates as outlined in Appendix C)
 - 11 (b) Annual holidays
 - 12 (a) Sick leave*
 - 12 (c) Domestic leave
 - 12 (d) Leave on accident compensation.

Short-term relievers shall be paid 12%, of their ordinary rate on the pay period that the work relates to. 12% represents 8% proportionate annual holidays as per Holidays Act 2003 and 4% in lieu of sick and domestic leave.

*Except, where a short-term reliever has, over a period of 6 months, worked for an employer for:

at least an average of 10 hours per week during that period **and**
no less than two hours in every week during that period **or**
no less than 40 hours in every month during that period,

they shall qualify for sick and related leave under Part 12.

(e) **Long-term relievers:**

A long-term reliever is a person contracted to relieve in an existing position for more than 2 consecutive weeks. Long term relievers shall be entitled to all the provisions of this agreement for the term of their employment on a pro-rata basis.

(f) **Meeting licensing requirements:**

Employees who are not normally required to work with children but who may be required to take on the role as early childhood teacher/kaiako to meet the staff: child ratios for licensing purposes, shall be employed as early childhood teacher/kaiako and be entitled to the terms and conditions of this agreement as an early childhood teacher/kaiako for the period of time they are employed as such.

(g) **Administrative employees:**

Any employee employed to undertake administrative duties.

(h) **Permanent positions**

All part-time, part year and full-time positions shall be permanent unless identified as being fixed term in accordance with clause 4(j)

(i) **Fixed term employment**

- (1) 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
- (2) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1) the employer must:
 - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - (b) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way
- (3) The following reasons are not genuine reasons for the purpose of subsection (2)(a):
 - (c) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
 - (d) to establish the suitability of the employee for permanent employment.
- (4) Fixed-term employees are referred to as Temporary Employees for the purpose of this Agreement.
- (5) Temporary employees shall be paid on the same basis as short-term relievers or long-term relievers depending on the duration of their employment

(J) **Positions of Leadership include:**

- Senior Teacher/Tumuaki;
- Head teacher/Kaiako Kaiarahi;
- Assistant Head Teacher/Kaiako Tuatahi

Part 5 Variations

The terms and conditions contained in this agreement may be varied during its term by written agreement between NZEI Te Riu Roa acting on behalf of its members and the employer party to this agreement.

Part 6

Salaries and Wages - Ngā utu

(a) Classification of employees - early childhood/Administrative

For the purposes of payment for the minimum rates of pay set out in the schedule under sub-clause (d), (e) and (f) of this clause, the following classifications shall apply:

- (i) **Senior Teacher/Tumuaki** is a qualified ECE teacher who is the most senior Early Childhood teacher in the centre or service, who is the professional leader and has substantive responsibility for the day-to-day operation of a centre/s or service.
- (ii) **Head Teacher/Kaiako Kaiarahi** is a qualified ECE teacher who is directly responsible for staff, whether within a single location or a location separate from their Senior Teacher/Tumuaki, and who has delegated responsibilities from their Senior Teacher/Tumuaki.
- (iii) **Assistant Head Teacher/Assistant Supervisor** is a qualified ECE teacher who supports and has delegated responsibilities from their Senior Teacher/Tumuaki or Head Teacher/Kaiarahi.
- (iv) **Early childhood teacher/kaiako:** is an early childhood teacher/kaiako engaged in the care and education of the children in the centre.
- (v) **Q3+:** from 1 April 2007, Q3+ means an early childhood teacher/kaiako holding a bachelors degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelors degree of teaching, or an honours degree of teaching, or an advanced diploma of teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelors degree of teaching together with a level 7, 120 credit relevant specialist diploma.
- (vi) **Q3:** means an early childhood teacher/kaiako holding an ECE Teacher Education Degree, for example a B Ed Tchg, B Tchg Lng, B Ed Tchg Early Years; or the Diploma of Teaching ECE or its equivalent and a Bachelors Degree in Education or Arts with a major in Māori Studies, Psychology or Education; or an Advanced Diploma of Teaching; or a degree qualification relevant to teaching, for example Bachelors degrees in language teaching, education technology, or educational management and leadership, in addition to a Diploma of Teaching or its equivalent.
- (vii) **Q2:** means an early childhood teacher/kaiako holding the Diploma of Teaching ECE or its equivalent and two-thirds of a degree as defined in clause 6a(vii) (except a three-year pre-service teaching degree); or a Higher Diploma of Teaching ECE.
- (viii) **Q1:** means an early childhood teacher/kaiako holding the Diploma of Teaching (ECE) or its equivalent.
- (ix) **Certificated:** means an early childhood teaching holding a Diploma of Teaching ECE (or its equivalent) who has been granted provisional; subject to confirmation; or full certification status and issued with a current practising certificate by the NZ Teachers Council.
- (x) **In-training:** means an early childhood teacher/kaiako who is enrolled and participating in a teacher education programme leading to a Diploma of Teaching (ECE) or a teaching degree (ECE).
Provided that any early childhood teacher/kaiako currently being paid as in-training shall continue to be paid on the in-training scale.
Provided that an early childhood teacher/kaiako in-training may not move from one in-training step to another without providing at the completion of each training year evidence of continued training.
- (xi) **Unqualified:** means an early childhood teacher/kaiako who holds no relevant training qualifications specified under clause 6a(ix) above.
- (xii) **Administrative employee:** an administrative employee is an employee whose position involves a general range of administrative duties. The position may include centre finance, dealing with correspondence, data entry, and secretarial duties. This position does not include managerial tasks.
Note: New staff employed from 1 April 2003 who hold a single qualification worth 80 licensing points or more recognised by NZQA, or a qualification grandfathered by NZQA to 100 licensing points or more, but who do not hold an early childhood teacher education qualification will be classified as unqualified unless they are in-training.

(b) Operation of salary scale - Early Childhood

(i) Previous relevant work experience

In addition to years of service recognised under 6(b)(iii) the employer shall recognise previous paid work experience that is directly relevant to the teacher's duties and responsibilities and which has occurred within 10 years of the application for credit, subject to the provisions of this clause.

Any previous relevant paid work experience recognised under this clause shall be credited as half service up to a maximum of 2 steps. Half credit shall mean that each year (or part thereof) will count as six months (or part thereof) of service for salary purposes.

A special case may be made by a teacher to the employer to have crediting of relevant paid work experience in excess of this maximum considered.

Previous relevant paid work experience means professional employment using knowledge of the education service, and/or teaching skills including:

- Voluntary Service Abroad - providing service was in a teaching position while the teacher held a teaching certificate
- Teacher education lecturers and community education tutors - providing service was in a teaching position while the teacher held a teaching certificate
- Kaiarahi i te Reo
- Teacher Aides / Kaiawhina

- Public sector employment with education focus, e.g., Ministry of Education, Early Childhood Development or other Crown Education Agencies
- Education officer in Government and non-Government organisations
- Special Education
- Social worker employed by DSW or Board of Trustees
- Professional officer of NZEI /PPTA /TTANZ
- Librarian
- Unqualified employees in teaching positions in state or integrated primary, special, area or secondary schools, including Kaupapa Māori education
- Museum, Art Gallery, Zoo education officers (except for those previously employed in such positions by state or integrated schools)
- Unqualified or in-training employees in teaching positions in licensed early childhood education centres including kindergartens and Ngā Kohanga Reo
- Unqualified coordinators in home-based early childhood education services.

Application shall be made by the teacher as soon as practicable following appointment, but in any event within 3 months of their appointment. The teacher shall, at the time of application, provide evidence to the satisfaction of the employer of previous relevant paid work experience before such service will be considered for recognition under this clause.

Previous relevant paid work experience in a less than full-time position shall be credited, where recognised, as a proportion of full-time employment based on a 40-hour week. Where service recognition is claimed for previous relevant paid work experience undertaken on a part-time basis, the evidence of such service must include the details of the hours worked.

No qualified teacher covered by this agreement on 1 November 2004 shall have their service prior to this date recalculated as a result of the operation of this clause. However, these provisions will apply to unqualified and in-training teachers employed prior to this date, once they are to be paid as qualified teachers (on the unified teaching pay scale) having completed an ECE teacher education qualification and become registered.

Where a teacher who has previous relevant paid work experience recognised by one employer to this agreement commences employment with another employer to this agreement, that teacher shall be entitled to retain that service credit but shall not have any further service recognised under this clause.

(ii) **Salary on appointment**

Teachers with previous teaching experience and/or previous relevant work experience shall be paid at the relevant service step of the relevant qualifications group.

(iii) **Service recognition**

Service as a qualified teacher within the early childhood sector or as a qualified certificated teacher employed in a teaching position in a state or integrated primary, special, area or secondary school shall count for salary purposes, provided that a teacher holds the benchmark qualification for ECE teaching.

(iv) **Improved Qualifications**

Upon obtaining the appropriate qualifications for Q2, Q3, (Q3+ from 1 April 2007), a teacher shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher meets the requirements for progression.

Teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is:

- (a) Where qualifications are improved at the end of the academic year - the commencing date of the following calendar year, that is 1 January; or
- (b) Where qualifications are improved during an academic year – the date of the official notification from the relevant tertiary provider of achievement of qualification.

Teachers who, in accordance with (a) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes.

The effective date for the improvement of qualification(s) to a higher salary group is the date of official notification from the relevant tertiary provider of achievement of qualification.

- (v) The minimum rates payable to employees covered by this agreement are set out in the schedule paragraph (d) below.

- (vi) **Progression:** Full time employees will progress through their pay scale annually on the anniversary of their commencement of employment, provided their performance has been competent.

Part time and relieving employees will progress through their pay scale when they have worked 1440 hours since the anniversary of their commencement of employment, provided that at least 12 months has elapsed since the anniversary of the commencement of their employment.

- (vii) **Unqualified and In-training:** early childhood teachers/kaiako who move from one classification (as defined in clause 6(a)) to another shall be paid on the same step of the new wages schedule as they were on in their previous position or classification and continue to move through the pay steps.

- (viii) **Higher duties:** where an employee is required to act in a higher position for one or more days in any one week, she/he shall be paid on the higher scale as determined by their years of service.

- (c) **Operation of the salary scales for Positions of Leadership**
- (i) **Centre Roll:** The centre roll is determined by the actual roll of children enrolled in the center or centres as at 1 June in each year. Should the roll increase or decrease by 20% or more at 1 June in any subsequent year an effected employee or employer can request that a salary review be undertaken. The member and the employer may be represented at such a review. If there is no agreement on a revised salary the appropriate rate as determined by the centre or centres roll shall apply on the following 1 December.
 - (ii) **Staffing Responsibility:** Staffing responsibility shall be determined as the number of permanent employees, including part timers, part year employees and job shares. Should a teachers' staff responsibility increase or decrease, the effected employee or employer may request that a salary review be undertaken. The member and the employer may be represented at such a review. If there is no agreement on a revised salary the appropriate rate as determined by the staffing responsibility shall apply six months after the increase or decrease.
- (d) **Salary and Wages Schedule – Early Childhood.**
- (i) The minimum rates of pay applicable to all qualified early childhood teachers/kaiako are set out as annual salaries
 - (ii) Part time salaries, except those for short term relievers, shall be calculated as follows:
$$\text{Full time salary} \div \text{by } 52 \text{ (weeks)} \div 40 \text{ (hours)} \times \text{part time employee's weekly hours} = \text{part time employee's weekly salary} \times 52 \text{ weeks} = \text{annual salary.}$$

Early Childhood – Effective as at 1 June 2022

Senior Teachers/Tumuaki

Staffing Responsibility	Centre Roll					
		U1A 0-25	U1B 26-50	U2 51-100	U3 101-150	U4 151+
	0-3	79,175	81,800	86,055	93,201	100,504
	4-6	81,800	86,055	93,201	100,504	100,504
	7-10	86,055	93,201	100,504	100,504	104,667
	11-15	93,201	100,504	100,504	104,667	104,667
	16 +	100,504	100,504	104,667	104,667	104,667

Head Teacher/Kaiako Kaiarahi

Staffing Responsibility	Salary
0-3	78,984
4-6	81,083
7-10	83,183
11 +	85,284

Assistant Head Teacher/Kaiako Tuatahi

Centre Roll	Salary
0-25	75,781
26-50	76,884
51 +	78,984

Early Childhood Teacher/Kaiako

From 1 June 2022: The Employer party to this agreement has opted into “parity funding rates” applicable from 1 January 2022 where they pay all certificated teachers according to the first five steps of the Kindergarten Teachers Head Teachers and Senior Teachers Agreement. The parties acknowledge that the additional funding does not cover the additional costs incurred. Note: In the case of the first five steps of this scale, employees shall progress to the next step in the scale when they have worked 2080 hours since the anniversary of their commencement of employment, provided that at least 12 months has elapsed since the anniversary of the commencement of their employment.

Step	Salary	Qualification
1	52,355	Q1 Entry
2	52,355	Q2 Entry
3	52,355	
4	52,355	Q3 Entry
5	52,355	Q3+ Entry
6	52,355	
7	54,615	
8	58,871	Q1 Maximum
9	63,127	Q2 Maximum
10	68,989	
11	71,353	Q3 Maximum
12	75,020	Q3+ Maximum

In-training and unqualified teachers

Steps	Pay \$ per hour	
1	17.32	Unqualified entry
2	18.19	In-training entry
3	21.20	
4	21.20	
5	22.26	Unqualified maximum
6	22.26	In-training maximum

(e) **Wages schedule - Administrative**

- (i) The minimum wages payable to employees covered by this agreement are set out in the schedule sub-clause (iii) below.
- (ii) **Progression:** an Administrative employee shall be paid on the appropriate step having regard to their previous experience and qualifications held and shall progress through the wage scale after each 12 months continuous service provided that an employee is employed for more than 10 hours per week. Where an employee is employed for 10 hours or less per week, they shall progress through the wage scale after each 18 months continuous service.
- (iii) Administrative Employees - Effective as at 1 June 2022

Step	1 June 2022
1	21.20
2	22.54
3	23.56
4	24.62
5	25.73
6	26.88
7	28.09

(f) **Gift of Appreciation**

- (i) A gift of appreciation, based on pro-rata before tax earnings of at least 5% of the actual combined profit with an add back of Depreciation, as stated in the audited year to date accounts, will be distributed to all staff who have been continuously employed at the centre for the 12 months or more immediately preceding 31 March of that year and who are employed on that day. This gift of appreciation and the direction it is allocated will be at the sole discretion of the Trustees, in consultation with staff. Any payment of staff appreciation will be made at the end of the calendar year.
- (ii) Permanent staff who are employed at the Centre over and above their contracted hours, have those additional hours worked during the term of this contract, counted (as part of their gross earnings) for the calculation for the gift of appreciation.

(g) **Valued Service Payment (VSP)**

Opportunities exist for staff, on application to the employer, to receive a payment for centre work performed as directed by the employer (usually) outside normal working hours.

(h) **Corporate Life of the Centre payment**

This payment is to recognise staff who contribute to the corporate life of the centre, by attending defined occasions as determined by management.

The payment will be at ordinary time rates paid in one quarter of an hour blocks or rounded to the nearest quarter of an hour.

(i) **Staff Childcare**

Staff who have dependents attending Cambridge Early Learning Centre shall be entitled to a 30% reduction in fees, until such time as the 20 hours Early Childhood funding commences on the child's third birthday.

(j) **Wellness Day**

Each staff member will be granted one paid day off, within the term of this contract, in recognition of the staff's health and wellbeing. This day is to be taken, in consultation to meet the operational needs of the centre, around the time of the staff member's birthday, unless requested earlier, it may be prioritised after discussion.

(k) **Festive Leave**

One half day (3.5 hours) to be rostered for all staff from 1st November through until 24th December to assist staff with Christmas based preparations.

Part 7

Hours of Work - Ngā haora mahi

(a) Hours of work – positions of leadership

- (i) The ordinary hours of work for senior teachers, head teachers, and assistant head teachers, shall not exceed 40 per week or 8 per day, to be worked from Monday to Friday inclusive, plus additional time for staff meetings.
- (ii) There may, however, be occasions from time to time when employees in positions of leadership are required to work outside or in addition to the ordinary hours of work to fulfil the requirements of their position. As salaried employees, there is an expectation that some additional hours will be worked from time to time without additional payment. In the case of additional time of one hour or more being required on any one day, either time in lieu, to be taken at a mutually agreed time, or additional payment at the ordinary rate of pay will apply, as agreed between the employer and employee. If agreement is not reached as to which will apply, time in lieu will apply. Overtime does not apply to employees in position of leadership.

(b) Hours of work – qualified and certificated teachers

- (i) The ordinary hours of work for qualified and certificated teachers shall not exceed 40 per week or 8 per day (unless with management approval), to be worked from Monday to Friday inclusive between the hours of 7am and 6pm, plus additional time for staff meetings.
- (ii) There may, however, be occasions from time to time when qualified and certificated teachers are required to work outside or in addition to the ordinary hours of work to fulfil the requirements of their position. As salaried employees, there is an expectation that some additional time will be worked from time to time without additional payment. In the case of additional time of more than 30 minutes being required on any one day, either time in lieu, to be taken at a mutually agreed time, or additional payment will apply, as agreed between the employer and employee. If agreement is not reached as to which will apply, additional payment for hours worked in excess of ordinary hours will apply on the following basis:

Subject to (ii) above:

Time worked in excess of ordinary hours will be paid at the rate of ordinary time per hour worked over 8 per day or 40 per week. Overtime is calculated on a daily basis.

(c) Hours of work – other employees only

The ordinary hours of work shall not exceed 8 per day (unless with management approval) nor be less than 2 per day from Monday to Friday, to be worked between the hours of 7.00 am and 6.00 pm.

(d) Non-contact time

- (i) All early childhood teachers/kaiako are entitled to 12.5% of the total ordinary hours for which they are employed each week to be worked as non-contact time (rounded to the nearest half hour). Such time may be accumulated to a maximum of five hours.

The following examples are provided to assist interpretation:

40 total hours: 12.5% = 5 hours. 35 hours contact and 5 hours non-contact per week.

10 total hours: 12.5% = 1.25 hours (rounds to 1.5 hours). 8.5 hours contact and 1.5 hours non-contact per week.

- (ii) Non-contact time primarily includes such work as assessment, learning portfolios, planning, parent contact, preparation of activities and administration.
- (iii) An early childhood teacher's/kaiako's availability to the children in cases of accident or emergency will not be diminished during this period.
- (iv) Where an early childhood teacher/kaiako is required in an emergency to work in excess of 35 child contact hours per week, the non-contact time not utilised shall be carried forward to be utilised within a month, or, where the employer elects to do so, overtime shall apply as in sub clause (b) of Part 7 or sub clause (a) and (b) of Part 8.

- (e) All hours of work shall be continuous from the time of starting each day without any breaks other than a rostered paid ten minute morning and afternoon refreshment break daily for each employee and a rostered one hour lunch break daily between the hours of 11.00 am and 2.30 pm for each employee. No employee shall be required to work longer than three hours without a refreshment break or five hours without a meal break. The lunch break may be reduced to not less than 30 minutes, by mutual agreement between the employer and the employee, or to meet an emergency at the centre.

- (f) No employee shall be required to work other than her/his contracted hours unless she/he is willing. It is expected that no child will be left unattended.

Part 8

Overtime - Haora tuwhene

Time worked in excess of ordinary hours as per clause 7 (a) and (b) shall be deemed overtime and paid at the normal rate of pay. The amount of time calculated as overtime shall be rounded up to the quarter hour.

Part 9

Call-backs - Ngā karanga o muri

An employee who is called back to work after having completed the day's work and having left the place of employment, or is called to work before the normal time of commencing work and does not continue working until such commencing time, shall be paid on a gate-to-gate basis at time and a half. The minimum payment shall be equivalent to two hours ordinary time.

Part 10

Terms of Employment - Ngā whakataunga mo te mahi

- (a) **Termination**
Employment can be terminated by either party giving four weeks written notice, except where the employer and employee agree to a shorter period of notice. No notice is given in the case of dismissal for serious misconduct.
- (b) **Wages and salary on termination**
On termination of employment the employer shall pay the employee 8% (or 10% if eligible for 5 weeks annual leave) of gross earnings in the period since the employee's last anniversary of commencement, less any pay received during leave taken in advance of entitlement as holiday pay, in accordance with the Holidays Act 2003.
- (c) **Payment of wages**
Wages shall be paid weekly or fortnightly by way of direct credit or by cheque no later than Thursday or the working day immediately preceding a holiday.
- (d) **Overpayment of and deductions from wages or salary**
(i) It is the responsibility of both the employer and the employee to ensure that payments are correct.
(ii) Where an overpayment does occur, the recovery of the overpayment shall be in a manner agreed between the employer and the employee concerned or, where the overpayment arose as a result of a previous period of employment between the former employer and the employee concerned.
(iii) Nothing in this clause shall prevent the employer from pursuing any other remedies available in law to recover overpayments. The employer should, however, endeavour to ensure that the employee is not caused undue hardship as a result of any such recovery.
(iv) The employer may make a deduction from salary/wages for time lost due to sickness, accident, default or leave without pay, or for any other debt owed by the employee to the employer. A deduction in the case of a debt will be discussed between the employer and employee with a view to agreeing a reasonable timeframe for the repayment which does not cause undue hardship for the employee but repays the debt in a timely fashion. A minimum of one pay period's notice of the deduction shall be given by the employer. If the employee's employment terminates before full repayment is made, any balance shall be deducted from the employee's final pay.
- (e) **Pay slip**
A pay slip shall be supplied whenever the take-home pay of the employee changes or at the request of the individual employee.
- (f) **Record of service**
Each employee on leaving or being discharged from her/his employment shall, on request, be given within seven days a certificate in writing signed by the employer and stating the position held and the length of service.
- (g) **Abandonment of employment**
Where an employee is absent from work for more than five working days without notification to the employer, s/he shall be deemed to have terminated her/his employment provided that the employer has made all reasonable efforts to contact the employee during this period and provided that the employee through no fault of her/his own was unable to contact the employer.
- (h) **Dismissal**
In instances other than serious misconduct no employee shall be dismissed other than in accordance with the procedures set down in clause 26.

Part 11

Holidays - Ngā hararei

(a) Public holidays

- (i) The employee shall be entitled to the following paid public holidays: Christmas Day, Boxing Day, New Years Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Provincial Anniversary, Waitangi Day, Anzac Day and Matariki where they fall on a day that would otherwise be a working day for the employee.

In the case of Christmas Day, Boxing Day, New Year's Day, 2nd January, Waitangi Day and Anzac Day:

- If the public holiday falls on a Saturday or Sunday and it would not otherwise be a working day for the employee, the public holiday is transferred to the following Monday (or Tuesday in the case of Boxing Day or 2nd January falling on a Sunday).
- If the public holiday falls on a Saturday or Sunday, and it would otherwise have been a working day for the employee, the holiday is recognised for that employee as falling on the traditional day.
- No employee will have the holiday recognised as falling on more than one day as per section 45A of the Holidays Act.

(The above is a summary of sections 45 and 45A of the Holidays Act).

- (ii) If an employee is required to work on any part of a public holiday the payment shall be the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. Provided that any time worked in excess of three hours on that day will be paid at double time in accordance with the overtime payment set down in clause 8(b) in the case of waged employees. In addition an alternative holiday will be granted in lieu of the holiday and will be paid at the employee's relevant daily pay.
- (iii) A part-time early childhood teacher/kaiako shall be entitled to payment for the holiday where the holiday falls on a day which would otherwise be a working day for that teacher.
- (iv) A part year early childhood teacher/kaiako whose ordinary hours of work fall on a public holiday shall be paid for the number of hours usually worked on that day. For holidays that fall outside their work period but on a day normally worked, they shall be paid on a pro-rata basis calculated in relation to the numbers of weeks actually worked in the calendar year as a percentage of 52 for all public holidays.

(b) Annual holidays

- (i) On completion of 12 months service an employee shall be entitled to annual paid leave of 4 working weeks. Leave for employees with less than 12 months service shall be calculated on a pro-rata basis.
- (ii) Annual leave will continue to accrue while an employee is on ACC, parental leave, leave for voluntary military service, paid or unpaid sick or bereavement leave or periods of unpaid leave provided in clause 13(e) of up to 20 working days in any one year.
- (iii) Annual leave may be anticipated or deferred by agreement between the employer and the employee. Where no agreement has been reached to defer annual leave, the employer may give two weeks notice that annual leave is to be taken.
- (iv) Annual holidays shall be taken at a time agreed by the employer and the employee except where the centre is closed for the Christmas/New Year holiday period. When an employee is required to take their annual holidays during this close down time, five days annual holidays shall remain to be taken at a time/s mutually agreed.
Employees with less than one year's service at the date the centre closes shall be paid holiday pay as provided in the Holidays Act 2003. The employment anniversary date for the purpose of determining future holiday entitlements will then be deemed to be the date the centre closed for the initial close down.
- (v) On completion of three years' service with the same employer or in the same establishment, each employee shall, at the end of the third year and for subsequent years be entitled to an annual holiday of five (5) working weeks instead of four (4) working weeks.
- (vi) The employer shall allow employees, at least once in every year, to take at least two uninterrupted weeks of annual leave as per the Holidays Act 2003.
- (vii) Where an employee is sick or injured (or their partner or dependant is sick or injured) on a public holiday or while on annual leave, the employer may agree that the employee can take the period of sickness or injury as sick leave rather than annual leave.
- (viii) Where an employee suffers bereavement while on annual leave the employer shall agree that the employee can take the period of bereavement/tangihanga leave rather than annual leave.

(c) Long service leave

On completion of ten years' continuous service with the same employer, each employee shall be entitled to a one-off provision of one week's long service leave in addition to their annual leave entitlement. The timing of this leave shall be by agreement between the employer and the employee. However, such leave shall be taken within twelve months of the entitlement falling due.

Part 12

Sick and Related Leave - Whakaaetanga turoro me etahi atu e orite ana

- (a) **Sick leave**
- (i) After three months continuous service employees shall be entitled to sick leave of 15 working days per year, provided that part-time employees shall be entitled to sick leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of ten (10) working days.
 - (ii) Sick leave can be used when an employee is sick or injured, or when the employee's spouse or a person depending on the employee for care is sick or injured.
 - (iii) Sick leave shall accumulate up to 62 days.
 - (iv) If the period of absence on sick leave exceeds three days, or at the Centre Manager's request, the employee may be required to provide proof of the injury or illness.
 - (v) Sick leave includes attendance at doctor, dentist and hospital appointments.
- (b) **Infectious diseases**
- When an early childhood teacher/kaiako contracts an infectious disease, as defined in the first schedule of the Health Amendment Act 1982, or has been in contact with a sufferer from an infectious disease and is prevented by direction of the Education (Early Childhood Centres) Regulations 1990 (or any subsequent legislation in place thereof) from attending work, special paid leave of up to five (5) days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any entitlement under sub clause (a) or (c) of this clause.
- (c) **Family/Whanau Leave**
- After three months continuous service employees shall be entitled to four days paid leave each year to attend to the needs of a partner or dependant. Such leave is not cumulative. Further domestic leave over and above this entitlement to attend to the medical needs of a partner or dependent shall be offset against the employee's sick leave entitlement.
- (d) **Leave on accident compensation**
- Any employee suffering a personal injury shall be granted leave without pay in respect of any period in which they are eligible to receive compensation for lost earnings pursuant to the provisions of the employers worker's accident insurance policy and/or the Accident Insurance Act 1998 (or any subsequent legislation in place thereof) subject to:
- (i) a maximum of 12 months in cases of a work related personal injury;
 - (ii) a maximum of 3 months in other cases.
- The employer, the employee and their union representative and/or nominated support person shall explore options available to the employee prior to the expiry of the leave without pay granted under (i) or (ii) of this clause. The parties will reach agreement on the appropriate option for the employee which may be additional leave without pay granted at the employer's discretion.
- (e) **Health and safety**
- (i) The parties to the agreement are subject to the provisions of the Health and Safety at Work Act 2015.
 - (ii) The parties to the agreement are committed to the observance of safe working practices and to the good health and safety of all employees and those under their care.
 - (iii) The employer has the responsibility to ensure work premises are safe. The employee has the responsibility to notify the employer of any hazard on the work premises of which she/he becomes aware as soon as practicable.
 - (iv) Where an employee's health and safety are shown to be at risk through the course of their duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as necessary to provide protection for the employee.
 - (v) In situations where employees may be at increased risk of acquiring Hepatitis B because of the nature of their job, the immunisation cost will be met by the employer on application. Similarly, educators will be informed of the Trust's offer to be immunised against influenza, in which case the immunisation cost will be met by the employer on application.
- (f) **Long term sick leave**
- (i) An employee with 12 months or more service with the same employer, who has no sick leave entitlement left, shall be granted unpaid sick leave up to three consecutive months on production of a medical certificate from a registered medical practitioner.
 - (ii) The employer and the employee and their union representative and/or nominated support person shall explore the options available to the employee on completion of the unpaid sick leave entitlement granted under this clause. The parties will reach agreement on the appropriate option for the employee which may be an additional sick leave entitlement granted at the employer's discretion.
 - (iii) An employee who has been on long term sick leave shall be entitled to return to the same position and rate of pay they were employed in when long term sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced.

Part 13

Special Leave - Whakaaetanga motuhake

(a) **Bereavement/tangihanga leave**

An employee shall be entitled to up to five days leave without loss of pay and up to 20 days unpaid leave on each occasion of the death of the employee's partner, father, mother, brother, sister, child, mother or father-in-law, grandparent, grandchild, or where an employee needs to discharge an obligation and/or pay her/his respects to a deceased person with whom they had a close association. Such obligations may exist because of blood or family ties or because of particular cultural needs such as attendance at all or part of a tangihanga (or its equivalent). Leave may be extended at the discretion of the employer and leave may be applied in the case of a relative or close friend not specified herein, provided that the various family relationship terms used above include step, de facto and homosexual relationships.

(b) **Parental leave**

An employee with 12 months service at the time of commencing leave is to be granted parental leave up to 12 months as the employee requires. Parental leave shall be granted subject to the following conditions:

- (i) Parental leave shall be granted to the employee as leave without pay.
- (ii) An application for parental leave must be made at least one month before the employee intends to commence parental leave. Whenever practicable a longer notice period is desirable.
- (iii) The employee concerned must specify the length of time required for leave. It is the employer's responsibility to ensure that existing staff/child ratios in the centre remain the same during the period of parental leave by employing a reliever or relievers where necessary.
- (iv) If an employee on parental leave decides to resign, notice of that decision must be given at least one month before the leave period expires.
- (v) If an employee returns to her/his employment after a break in service for parental purposes, she/he shall maintain any service entitlements to sick leave and service pay accrued before her/his service was broken, or any other service entitlement under this agreement including service entitlement under clause 6.
- (vi) An employee returning to employment after parental leave shall be entitled to return to an equivalent position in the same centre.
- (vii) All the parental leave provisions under sub-clause (b) of this clause shall also apply to employees employed for less than 15 hours per week.
- (viii) All parental leave provisions under sub-clause (b) of this clause shall also apply to employees who elect or are required to care in the role of parent or guardian for a child under 12 months of age for whom the employee is not a natural or adoptive parent.
- (ix) Parental leave shall apply also to employees male and female, on adopting a child under the age of five years.

Note: This clause must be read in light of the Parental Leave and Employment Protection Act 1987.

(c) **Partner's leave**

Two weeks unpaid leave shall be provided where an employee wishes to remain at home for the purposes of any of the following:

- (i) being present at the birth of her/his partner's child;
- (ii) to provide support for her/his partner and/or child in the immediate post-natal period.

Provided that the provisions in this clause shall also apply in the case of adoption from the date the child is under the care of the employee's partner.

(d) **Professional development leave**

- (i) Employees shall be granted up to seven working days per year paid professional development leave to enable them to fulfill requirements to become a certificated teacher, to attend in-service courses, training courses, hui, meetings, seminars, or conferences (other than union meetings, seminars, training courses and/or conferences) directly related to their work and to fulfill course requirements for study directly related to their work. Permanent part-time employees shall be entitled to professional development leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of 2 days in each year.
- (ii) Employees shall be granted a maximum of 3 days per year over and above the entitlement in clause 13(d) (i) to attend courses where the cost of relievers is paid by the training provider.
- (iii) **Time off in lieu**

Where an employee is required by the employer to attend a meeting, hui, conference or course, the employee shall be granted time off in lieu for the hours of attendance when the course falls on a day of the week not normally worked by the employee. The timing of time off in lieu shall be by agreement between the employer and the employee.

- (v) **Examination leave**
An employee shall be entitled to paid leave to sit examinations for a course or courses which the employer has agreed is/are directly related to her/his work, provided that an employee's right to professional development leave shall not be affected.
- (vi) Unpaid examination leave may be granted to an employee to sit examinations not directly related to her/his work.
- (e) **Leave without pay**
An employer may grant leave without pay for up to one year upon application by an employee. Periods of leave without pay totaling more than 20 working days in any one year shall not count towards service entitlements. Leave without pay is granted at the employer's discretion and is not an entitlement.
- (f) **Employment Relations Education Leave**
The employer shall grant paid leave to employees to attend employment related education courses in accordance with the provisions of Appendix A of this agreement. If the Employment Relations Act is repealed, these clauses will no longer apply and will revert to the clause 10(f) – Paid Education Leave – arrangements as per the Consenting Parties Early Childhood Collective Employment Contract 1999-2001.
- (g) **Upgrading training leave**
 - (i) **In-service leave for upgrading a qualification to the three year Diploma of Teaching or equivalent qualification**
Should an employee, with the agreement of the employer, enroll in (or already be enrolled on appointment in) a programme for the purpose of upgrading their qualification to a three-year Diploma of Teaching or an equivalent qualification that is recognised for teacher registration purposes, by the Teacher Registration Board/New Zealand Teachers Council, the employer shall:
 - (a) Subject to satisfactory progress being maintained, grant the employee paid leave to attend the programme when the programme is being held during ordinary working hours. Such leave shall be granted to a maximum of 10 consecutive working days or for 12 working days if not consecutive, per employee, per year. This paid leave may be pro-rated if the employee works less than full-time or is a long term reliever with less than 12 months continuous service at the Centre. The CELC 'Policy on Staff Applying for Study Leave' provisions will apply (refer Appendix B).
 - (b) Pay 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. These fees may be pro-rated if the employee works less than full-time or is a long term reliever with less than 12 months continuous service at the Centre. The CELC 'Policy on Staff Applying for Study Leave' provisions will apply (refer Appendix B).
 - (ii) **Long term leave for upgrading qualification to a three year Diploma of Teaching or an equivalent qualification**
Should an employee enroll in a recognised programme for the purpose of upgrading their qualification to a three year Diploma of Teaching or an equivalent qualification, that requires them to take leave from the centre of more than 10 consecutive days and up to 12 months, the employer may grant them unpaid leave for the duration of the programme.
Should an employee who has received Training Leave when completing their studies or practicum resign from the Centre within 6 months, the amount of Training Leave paid to that employee must be repaid to the Cambridge Childcare Centre Trust.
- (h) **Training provisions for out of school care employees/kaimahi**
 - (i) An out-of-school care employee/kaimahi will be encouraged to enroll in training courses recognised by the employer as appropriate to out-of-school care programmes.
Where the course is approved by the employer, the employer shall pay 50% of the course fee for one course per employee per year, at the time of enrolment.
 - (ii) Employers will ensure that all out-of-school care employees/kaimahi hold a current First Aid certificate. Any costs incurred in completing the training for this certificate shall be met by the employer.
- (i) **Court leave**
An employer shall grant up to five days paid leave on normal pay when an employee is required for jury/witness service, provided that the employer receives evidence of summons and evidence of hours attended, and provided any fees received are remitted to the employer.
- (j) **Time-Out leave**
This clause is intended to provide an opportunity for staff working with children to have time-out away from the Centre if they choose to.
All early childhood educators working 40 hours per week or more, for 4 consecutive weeks, will be entitled to 4 hours paid leave in recognition of the intensity of their paid work. The leave will be allocated by the employer on completion of the 40 hour, 4-week period, and will be lost if not taken when allocated. This entitlement does not include time spent at meetings or on other after-hours activities or absence on all other types of leave within this contract.

Part 14

Reimbursing Allowances - Ngā tāpenga utu mo te whakahoki atu

- (a) **Motor vehicle running expenses**
Any employee who has the approval to use her/his car for centre purposes, or is required to relieve in another centre owned by their employer, shall be reimbursed in line with the current Inland Revenue rate.
- (b) **Professional development expenses**
Employers shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences for which professional development leave is granted pursuant to sub-clause (d) of clause 13 provided that travel and accommodation expenses are at the discretion of the employer.
- (c) **Meal allowance**
Subject to clause 8, an employee who is required to work on overtime after 6.00 pm or after 1.5 hours overtime on any Monday to Friday, or after 1.00 pm on Saturday, Sunday or a holiday, shall be provided with a suitable meal by the employer or shall be given a meal allowance of \$10.00.
- (d) **First Aid certificate**
Where early childhood teachers/kaiako complete or renew First Aid certificates, the employer shall meet any costs incurred.

Part 15

Teacher Certification - Kairēhita kaiako

- (a) It is understood that fully certificated teachers have an obligation as outlined in their professional Code of Ethics to mentor and support beginning teachers.

The employer shall ensure that an induction and mentoring programme is available to each teacher working towards full certification in their employ, including the equivalent of 4 days paid release per annum for 2 years for each teacher working towards full certification to be utilised by the provisionally certificated teacher and / or his/her certification mentor by mutual agreement, with the approval of the employer.
- (b) The employer shall reimburse the cost of initial teacher certification and of the renewal of practicing certificates for all certificated teachers in their employ on the understanding that teachers actively maintain their practicing certificates. Should an employee leave within one year of the employer covering the cost of initial teacher certification or renewal of practicing certificates, the remaining portion of the cost will be required to be reimbursed to the employer on a pro-rata basis.

Part 16

Staff Meetings - Ngā hui a ngā kaimahi

- (a) There shall be an entitlement of at least four hours per month per staff member for use for staff meeting time. Provided, that further entitlement shall be granted, if the employer is satisfied that the needs of the centre and staff make further meetings desirable.
- (b) In addition to the entitlement in sub clause (a) above, every employee shall be entitled to paid time on at least one half day four times a year for the purposes of approved planning and preparation, provided that on such days, the centre shall not be forced to close. Should such meetings need to be held outside normal working hours, the time of such meetings shall be decided by mutual agreement of the staff and employer and the appropriate overtime rates shall be paid.

Part 17

Worksite Representatives - Ngā mangai o i a wahi

An employee elected by the centre employees and endorsed by NZEI Te Riu Roa as a worksite representative shall be granted up to five days leave per year to attend to authorised union business. The worksite representative may apply for such leave to be paid.

Part 18

Right of Entry - Āra whakaae

In accordance with the Employment Relations Act 2000, a representative of the union shall be entitled to enter a workplace at all reasonable times for purposes related to the employment of its members and to the union's business. The representative will exercise this right in a reasonable way, having regard to the normal operations of the workplace and will comply with any reasonable procedures and requirements relating to health and safety or security.

Part 19

Redundancy - Utu whakamutu mahi

- (a) Where the services of an employee/s are no longer required on grounds of redundancy whether by a reduction in child numbers; by closure of the centre; or by any other reason, the employer shall notify the union prior to giving the employee/s not less than one months notice of redundancy.
- (b) The period of notice is to allow time for discussion between the employer and the employee/s of the reasons for the possible redundancy and to determine whether there is any alternative to redundancy.
- (c) **Redeployment**
As an alternative to redundancy, the employer may offer redeployment to a suitable alternative position within their employ. In the event that a reasonable offer of employment is made, the employer's responsibilities under these provisions shall be fulfilled and no redundancy payment shall be payable.
The offer of a position:
 - (i) in the same location or within reasonable commuting distance; and
 - (ii) with substantially similar terms and conditions of employment; and
 - (iii) with comparable duties and responsibilitiesshall constitute a reasonable offer for the purpose this provision.
- (d) **Preparation for Redundancy**
If no alternative to redundancy is arrived at, the CELC 'Preparation for Redundancy' provisions will apply (refer Appendix B)
- (e) During the period of notice the employer will give assistance in the preparation of curriculum vitae if requested and allow the affected employee/s reasonable paid time to attend interviews.
- (f) **Sale, transfer or contracting out**
The provisions of this clause shall apply in the event of the contracting out of any work of the employees covered by this agreement or in the event of the sale or transfer of ownership of all or part of the business, except where the incoming employer is a party to this agreement and/or the employee is offered employment on terms and conditions no less favorable, then the employee shall be deemed not to have been made redundant and shall not be entitled to any redundancy compensation on termination of employment.

Part 20

Working Facilities - Ngā whakaurunga mahi

- (a) No employer shall require any employee to lift, carry or move any load so heavy that its lifting, carriage or movement would be likely to injure her/him.
- (b) The employer shall provide a private and adult-sized toilet for use by employees employed in each centre.
- (c) The employer shall provide and maintain for the use of employees, adequate, suitable and conveniently accessible facilities for washing (including soap and clean towels, or other suitable means of cleaning and drying), and shall keep those facilities in a clean and orderly condition.
- (d) The employer shall provide and maintain, for the use of employees, adequate and suitable accommodation for clothing not worn during working hours; and shall also provide such arrangements as are reasonably practicable for the drying of such clothing.
- (e) The employer shall provide and maintain for the use of employees whose work is done standing, suitable facilities for sitting, sufficient to enable them to take advantage of any opportunity for resting that may occur in the course of their employment.
- (f) Where a centre employs an employee for five hours or more per day the employer shall provide, maintain and keep clean a suitable place for the use of employees to rest when indisposed, during breaks and/or for eating meals.

Part 21

Time and Wages Record - Ngā utu me te puka wā mahi

- (a) The employer shall at all times keep a record showing in the case of each employee covered by this agreement:
 - (i) the name of the employee;
 - (ii) the employee's age, if under 20 years of age;
 - (iii) the employee's postal address;
 - (iv) the kind of work on which the employee is usually employed;
 - (v) the agreement under which the employee is employed;
 - (vi) the classification or designation of the employee under the agreement according to which the employee is paid;
 - (vii) the hours between which the employee is employed on each day, and the days of the employee's employment during each week;
 - (viii) the wages paid to the employee each week and the method of calculation.
- (b) The wages and time record in use for the time being, or similar document that at any time during the preceding six years was in use, shall at all times be open for inspection by an authorised representative of the union.

Part 22

Union Notice Board - Te papa panui a purongo a te uniana

The employer shall make available notice board space in an agreed place for the display of official union notices.

Part 23

Union Meetings - Ngā hui uniana

NZEI Te Riu Roa may hold up to two meetings for union members during working hours per calendar year in which case payment for the first two hours of such meetings shall be made at ordinary hourly rates. Provided, that the employer and the union may agree to hold the meeting outside normal working hours.

Part 24

Dealing with Complaints, Competency and Discipline

(a) **General principles**

The following principles shall be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can, in the interests of the parties, be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer and the employee concerned without the need to take the matter any further. Employers should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the employee concerned. Employees may seek whanau, family, professional and/or NZEI support in relation to such matters.

(b) **Discussions in a Māori context**

- (i) The employee must be advised of the specific matter(s) causing concern. The employee and the employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- (ii) A Māori context and manner relates to the following:
 - meetings can be held on marae;
 - there is face to face engagement;
 - there can be whanau support for all involved; and
 - guidance and advice is often provided by kaumatua and kuia for all involved.
- (iii) Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.
- (iv) This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clause 25 or clause 26 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clause 25 or clause 26 will be notified in writing to the other party.

Part 25

Competency - Ngā mātautanga

- (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 shall 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 in 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 clause 26.

Part 26

Disciplinary Procedures - Ngā hātepe whakahau

Also Refer to the CELC Code of Conduct (Appendix B)

- (a) Where an employer has a complaint(s) regarding an employee's conduct of duties, treatment of a child or any other matter except competency, the employer shall:
 - (i) investigate forthwith the facts of the complaint(s), including discussing the complaint(s) with the employee concerned;
 - (ii) immediately advise the employee in writing of the particulars of the complaint(s);
 - (iii) advise the employee in writing that the disciplinary procedure in the agreement is being followed.
- (b) After allowing reasonable time for the situation to be resolved, where the employer has reason to believe there have been further instances of the complaint(s), the employer shall:
 - (i) advise the employee in writing of the particulars of the repeated incident;
 - (ii) allow the employee sufficient time to contact a union representative to discuss the allegations made;
 - (iii) meet with the employee and a union representative to discuss the complaint(s) and give proper consideration to the employee's side of the story and/or any explanation made;
 - (iv) advise the employee that her/his employment is at risk, if appropriate.
- (c) After and within a reasonable period, where the employer has reason to believe there have been further instances of the complaint(s), the employee shall be liable to dismissal. Where a dismissal occurs, the employer will advise the union.
- (d) Should there be a period of six months or more between or after warnings, a further complaint against an employee shall be deemed to be her/his first offence under the disciplinary procedure.

Part 27

Suspension

Also Refer to the CELC Code of Conduct (Appendix B)

- (a) If an allegation is deemed sufficiently serious an employee may be either suspended with or without pay, or transferred temporarily to other duties.
- (b) The employer shall not suspend an employee without first allowing the employee a reasonable opportunity to make submissions about the allegations and whether suspension is appropriate. However, where the employer is satisfied the welfare and safety of any child or another employee warrants it, immediate suspension may occur.
- (c) The employer shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations are properly investigated.
- (d) If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

Part 28

Instant Dismissal

Also Refer to the CELC Code of Conduct (Appendix B)

Nothing in clauses 24, 25, 26 or 27 prevents dismissal without notice in the case of serious misconduct.

Part 29

Employment Relationship Problems

What is an Employment Relationship Problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

Resolving an Employment Relationship Problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it is a personal grievance, it must first be raised with the employer **within 90 days** - Personal Grievances are explained further below.)

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.

Employers should contact an adviser/representative of choice.

Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly.
- They have been treated unfairly.
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this agreement as Appendix D.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business Innovation and Employment for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

Services Available

To help resolve employment relationship problems, the Ministry of Business Innovation and Employment provides:

An Information Service

- This is free. It is available by contacting the Ministry of Business Innovation and Employment or by phoning toll free 0800 20 90 20. The Ministry's Employment Relations Service internet address is <http://employment.govt.nz/er>

Mediation Service

- The Mediation Service is a free and independent service available through the Ministry of Business Innovation and Employment.
- This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
- Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
- If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
- A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
- If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

The Employment Relations Authority

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

Note: All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

Part 30

Reduction of Salaries, Wages and Conditions - Ngā hekenga utu me ngā whakaritenga

No employee coming within the scope of this agreement shall have her/his wages or salary or conditions reduced by reason of the operation of this agreement.

Part 31

Union Membership - Mēmatanga o te uniana

- (a) The employer shall notify the union in writing on the coming into force of this agreement of the name and address of each employee covered by the agreement.
- (b) At the request of the union the employer shall notify the union quarterly in writing of:
 - (i) the name and postal address of each employee covered by this agreement;
 - (ii) a list of the jobs or classifications of each employee covered by this agreement.
- (c) The employer and the union agree that all reasonable steps will be taken to ensure that employees are informed of and given the opportunity to become members of the union.
- (d) When requested by an employee, the employer shall make available to that employee, the forms provided by the union to authorise deductions of union subscriptions from wages payable to union members. On the signing of such authorisations the employer shall deduct union subscriptions from the wages of union members each pay day and remit the subscriptions to the union at monthly intervals. Employers may deduct an administration fee of no more than 2.5%.

Part 32

New Employees - Ngā kaimahi hou

- (a) Every employer bound by this agreement shall give each person joining the employment of that employer the opportunity to be added as an employee party to this agreement under the terms herein.
- (b) The employer shall notify the union quarterly of the names of any employees who have agreed to become party to this agreement during that quarter.

COLLECTIVE EMPLOYMENT AGREEMENT

DATE OF SETTLEMENT

BETWEEN

CAMBRIDGE CHILDCARE CENTRE TRUST
The Employer

AND

NZEI Te Riu Roa

Signed Date

Authorised Representative for Employer

Signed Date.....

Authorised Representative for Employees

APPENDIX A

Employment Relations Education Leave

Interpretation

In this Appendix, unless the context otherwise requires:

eligible employee means an employee who is a member of NZEI Te Riu Roa; and

1. who is employed by an employer that is:
 - (a) bound by this collective agreement; or
 - (b) bargaining for a collective agreement to replace this collective agreement; and
2. who is bound by the collective agreement or would be bound by the collective agreement being bargained for.

specified date means 1 April;

year means a period of 12 months beginning on 1 April and ending on the close of the last day of March in the following year, the first such year being 1 April 2001 to 31 March 2002.

NZEI to allocate employment relations education leave in accordance with this appendix

1. The maximum number of days of employment relations education leave that NZEI is entitled to allocate in a year in respect of an employer's eligible employees is the number of days calculated in accordance with 3, unless the employer agrees to the allocation of additional days.
2. The maximum number of days of employment relations education leave that NZEI is entitled to allocate in a year to an eligible employee is 5 days, unless the employee's employer agrees to the allocation of additional days.
3. Employment relations education leave expires if it is not allocated by the end of the year in respect of which it is calculated under 3, unless the employer agrees that the leave may be carried forward to the next year.
 - (i) **Calculation of maximum number of days of employment relations education leave**
 1. The maximum number of days of employment relations education leave that NZEI is entitled to allocate in respect of an employer is based on the number of full-time equivalent eligible employees employed by the employer as at 1 April in that year, and is determined in accordance with the following table:
 2. For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer:
 - (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
 - (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

Full time equivalent eligible employees as at the specified date in a year	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280

- (iii) **Notification of employment relations education leave calculated**
 1. After calculating the maximum number of days of employment relations education leave NZEI must before 1 May in each year give the employer concerned a notice containing:
 - the maximum number of days calculated in respect of the employer; and
 - the details of the calculation.
 2. The employment relations education leave that NZEI is entitled to allocate in respect of an employer in any one year shall be reduced by one-twelfth for each complete month after 1 May in which NZEI has not complied with (1).

- (iv) Allocation of employment relations education leave calculated in respect of another employer:
 - 1. NZEI may allocate employment relations education leave calculated in respect of an employer to 1 or more eligible employees of another employer only if, and to the extent that, the employers concerned agree, and subject to any terms and conditions agreed with the employers.
- (v) Allocation of employment relations education leave to eligible employee:
 - 1. Employment relations education leave is allocated to an eligible employee by giving a notice to the employee, and a copy of the notice to the employee's employer, that informs the employee:
 - (a) That NZEI has allocated employment relations education leave to the employee; and
 - (b) Of the number of days of employment relations education leave allocated to the employee; and
 - (c) That the employee must take the employment relations education leave by the end of the year in which it is allocated; and
 - (d) of the terms or effect of 7 and 8.
 - 2. The allocation of employment relations education leave does not, of itself, entitle the employee to take the leave.
- (vi) Eligible employee proposing to take employment relations education leave:
 - 1. An eligible employee proposing to take employment relations education leave must tell her or his employer:
 - (a) That the employee proposes to take that leave; and
 - (b) The dates on which the employee proposes to take that leave; and
 - (c) The employment relations education that the employee proposes to undertake during that leave.
 - 2. An eligible employee must not take employment relations education leave unless the employee complies with (1) as soon as possible, but in any event no later than 14 days before the first day of such leave.
 - 3. An employer may refuse to allow an eligible employee to take employment relations education leave if the employer is satisfied, on reasonable grounds, that the employee taking employment relations education leave on the dates notified would unreasonably disrupt the employer's business.
 - 4. In (2) day means a day of the week other than a day in the period beginning with 25 December in any year and ending with 5 January in the following year.
- (vii) Eligible employee taking employment relations education leave entitled to ordinary pay:
 - 1. An employer must pay to an eligible employee the employee's ordinary pay (as defined in section 4 of the Holidays Act 1981) for every day or part of a day taken by the employee as employment relations education leave.
 - 2. However, an employer is not required to comply with subsection (1) in respect of any day for which the eligible employee is paid weekly compensation under the Accident Insurance Act 1998.

APPENDIX B

Extracts from CELC Human Resources Policy Documents

Code of Conduct

A copy of the Code Of Conduct for the employees of Cambridge Childcare Centre Trust is set out below. Please note, it is the duty of employees to understand it, to ask questions (if unsure) and to adhere to the Code.

Cambridge Childcare Centre Trust may review and amend the code at any time, in consultation with staff, and shall ensure that all employees are given notice of any alterations.

Serious Misconduct

Set out below are offences, which constitute serious misconduct and which may lead to summary dismissal, dismissal without notice.

- Refusal or failure to undertake the duties of a position held, or carry out the lawful instruction (s) of the Coordinator
- Reporting to work or being at work in such a condition of intoxication (alcohol or drugs) that prevents the proper and/or safe performance of duties
- Acting in a manner that threatens safety, health or hygiene in the work place, or in a manner that prevents the safe and proper performance of the duties of other employees.
- Unauthorised possession of property, money or information or intellectual property belonging or under the control of the Centre: or the inappropriate use of said items not authorised by the Centre or taken outside of Centre boundaries.
- Possession or use of the property of the Centre employees or clients without the owners permission
- Sexual, racial or other harassment of clients or Centre employees
- Physical or verbal violence against any person on Centre premises
- Ill treatment of children as described in the Education (Early Childhood) Regulations and amendments

The procedure to be followed by the employer should an employee be suspected of serious misconduct will be as follows;

A panel of three senior staff will meet immediately, investigate the situation and on the decision of the majority, decide whether to suspend the employee from work on full pay so further investigation may take place. Investigation will involve taking written statements from witnesses and gathering any other information that may be relevant to the particular incident.'

If one of the senior staff is suspected of committing any of the above offences, or is absent from the centre, the panel will consist of 2 senior staff and any Trust member

The employee will not return to the Centre to work until the decision to dismiss or not dismiss has been made

Within two working days the employees' suspension, notice will be sent to the employee advising of a meeting to be held at the Centre between the Centre Manager, Trust Chairperson, employee and their nominated representative. The meeting must be held within 2 weeks of the alleged offence taking place. A decision to either dismiss the employee or follow the Centre disciplinary procedure will be made at the meeting

A two-week time frame has been allowed in order to enable the employee the time to organise representation.

Misconduct

Set out below are the acts or omissions which constitute breaches of Cambridge Childcare Centre Trust's standards of behaviour and which may, after warnings, lead to dismissal.

- Bringing or consuming illegal or mind altering substances on Trust premises, consuming alcohol during work hours and/or on Trust premises without management consent
- Unauthorized gambling at the Centre
- Acting in a negligent, careless, indolent manner in the discharge of duties; or consistent inefficiency or incompetence in performance of duties
- The use of abusive, obscene or threatening language to another person whilst in the workplace
- Disrupting the workplace by acts of undesirable behaviour and/or intentional misuse of time or resources; preventing or disrupting another employee from carrying out their duties.
- Failure to comply with the requirements to accurately record and adhere to the hours of work
- 'The inadvertent failure to declare a conflict of interest, which may affect performance or judgment, to the Centre Manager
- Failure to observe safety rules/instructions, non-smoking directives: or failure to make proper use of safety equipment provided: or failure to report a work related accident or use of fire extinguisher or other safety equipment
- Unauthorized absence from duty
- Posting an unauthorized or offensive notice within the workplace

Repeated instances of misconduct, resulting in a formal written warning shall be deemed to be serious misconduct

Where an act is carried out by an employee which is not specifically covered by the misconduct above, but is of a similar nature, the Trust reserves the right to implement the disciplinary procedure as laid down in this document if the panel of three senior staff deem it necessary.

Policy on Staff Applying for Study Leave

Staff at Cambridge Early Learning Centre may apply for up to 7 study days per year which will be granted at the discretion of the employer (or their agent)

All permanent staff requiring study leave must apply in writing (at least five working days before the leave is needed) to the Centre Manager, setting out when they would like to take the leave and what the leave will be used for.

Study leave will be granted only for study related to major assignments or exams.

Study leave will be granted only if staffing arrangements at the Centre are deemed satisfactory by the Centre Manager i.e. even if the five days notice were given the Centre Manager has the right to cancel the leave (in an emergency) if staffing arrangements are not satisfactory to maintain required ratios.

Study leave will be granted to permanent part-time or part year staff on a pro-rata basis

Study leave will be granted to long term relievers in the same proportion as their training fees were, in relation to full-time permanent staff members.

Additional Notes for Applicants to the Training Fund

Applicants to please note:

A copy of the course results must be forwarded to the Trust as soon as possible after the results are available.

Should the applicant not pass the course, funded or partly funded by the Trust, they will be expected to pay back the course fees or to fund their own training to an equivalent amount.

Staff training fees due to be paid back to the Trust, as a result of failing a course, must be paid back, or as a forfeit of future training fees, within three years of the date of the training fees being approved.

The Trust has the right, under normal circumstances, to ask for Trust funded course fees to be repaid to the Centre should a staff member leave the Centre within 3 months of the course completion date or earlier. Where this may cause hardship the Trust may look at this on a case by case basis.

Preparation for Redundancy

The Cambridge Childcare Centre Trust has a proactive attitude towards helping staff who may be facing redundancy. In addition to providing assistance with the preparation of Curriculum Vitae and allowing reasonable paid time to attend interviews; if requested, consideration will be given to helping the employee identify suitable training courses that would improve their future employment prospects and to fund such course(s), subject to the normal Professional Development terms and conditions.

Appendix C

Wages Schedule - Short-term relievers

NOTE: The inclusive hourly rates outlined in Part 6 are not applicable to short-term relievers as defined under Part 4(d). The following rates shall apply to short-term relievers from the effective date.

Effective as at 1 June 2022

Step		\$ per hour	
1		24.70	Q1 Entry
2		24.70	Q2 Entry
3		24.70	Q3 Entry
4		25.17	
5		25.98	
6		26.25	
7		28.31	
8		30.31	Maximum

Appendix D

Extract From Employment Relations Act 2000

103

PERSONAL GRIEVANCE

- (1) For the purposes of this Act, "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim--
 - (a) that the employee has been unjustifiably dismissed; or
 - (b) that the employee's employment, or 1 or more conditions of the employee's employment (including any condition that survives termination of the employment), is or are or was (during employment that has since been terminated) affected to the employee's disadvantage by some unjustifiable action by the employer; or
 - (c) that the employee has been discriminated against in the employee's employment; or
 - (d) that the employee has been sexually harassed in the employee's employment; or
 - (e) that the employee has been racially harassed in the employee's employment; or
 - (f) that the employee has been subject to duress in the employee's employment in relation to membership or non-membership of a union or employees organisation.
- (2) For the purposes of this Part, a "representative", in relation to an employer and in relation to an alleged personal grievance, means a person--
 - (a) who is employed by that employer; and
 - (b) who either--
 - (i) has authority over the employee alleging the grievance; or
 - (ii) is in a position of authority over other employees in the workplace of the employee alleging the grievance.
- (3) In subsection (1)(b), unjustifiable action by the employer does not include an action deriving solely from the interpretation, application, or operation, or disputed interpretation, application, or operation, of any provision of any employment agreement.

104

DISCRIMINATION--

- (1) For the purposes of section 103(1)(c), an employee is discriminated against in that employee's employment if the employee's employer or a representative of that employer, by reason directly or indirectly of any of the prohibited grounds of discrimination specified in section 105, or by reason directly or indirectly of that employee's refusal to do work under section 28A of the Health and Safety at Work Act 2015, or involvement in the activities of a union in terms of section 107,--
 - (a) refuses or omits to offer or afford to that employee the same terms of employment, conditions of work, fringe benefits, or opportunities for training, promotion, and transfer as are made available for other employees of the same or substantially similar qualifications, experience, or skills employed in the same or substantially similar circumstances; or
 - (b) dismisses that employee or subjects that employee to any detriment, in circumstances in which other employees employed by that employer on work of that description are not or would not be dismissed or subjected to such detriment; or
 - (c) retires that employee, or requires or causes that employee to retire or resign.
- (2) For the purposes of this section, "detriment" includes anything that has a detrimental effect on the employee's employment, job performance, or job satisfaction.
- (3) This section is subject to the exceptions set out in section 106.

105

PROHIBITED GROUNDS OF DISCRIMINATION FOR PURPOSES OF SECTION 104--

- (1) The prohibited grounds of discrimination referred to in section 104 are the prohibited grounds of discrimination set out in section 21(1) of the Human Rights Act 1993, namely--
 - (a) sex;
 - (b) marital status;
 - (c) religious belief;
 - (d) ethical belief;
 - (e) colour;
 - (f) race;
 - (g) ethnic or national origins;
 - (h) disability;
 - (i) age;
 - (j) political opinion;
 - (k) employment status;
 - (l) family status;
 - (m) sexual orientation.
- (2) The items listed in subsection (1) have the meanings (if any) given to them by section 21(1) of the Human Rights Act 1993.

106

EXCEPTIONS IN RELATION TO DISCRIMINATION--

- (1) Section 104 must be read subject to the following provisions of the Human Rights Act 1993 dealing with exceptions in relation to employment matters:
 - (a) section 24 (which provides for an exception in relation to crews of ships and aircraft):

- (b) section 25 (which provides for an exception in relation to work involving national security);
 - (c) section 26 (which provides for an exception in relation to work performed outside New Zealand);
 - (d) section 27 (which provides for exceptions in relation to authenticity and privacy);
 - (e) section 28 (which provides for exceptions for purposes of religion);
 - (f) section 29 (which provides for exceptions in relation to disability);
 - (g) section 30 (which provides for exceptions in relation to age);
 - (h) section 31 (which provides for an exception in relation to employment of a political nature);
 - (i) section 32 (which provides for an exception in relation to family status);
 - (j) section 34 (which relates to regular forces and Police);
 - (k) section 35 (which provides a general qualification on exceptions).
- (2) For the purposes of subsection (1), sections 24 to 35 of the Human Rights Act 1993 must be read as if they referred to section 104 of this Act, rather than to section 22 of that Act. In particular,--
- (a) references in sections 24 to 29, 31, 32, and 33 of that Act to section 22 of that Act must be read as if they were references to section 104(1) of this Act; and
 - (b) references in section 30 or section 34 of that Act--
 - (i) to section 22(1)(a) or 22(1)(b) of that Act must be read as if they were references to section 104(1)(a) of this Act; and
 - (ii) to section 22(1)(c) of that Act must be read as if they were references to section 104(1)(b) of this Act; and
 - (iii) to section 22(1)(d) of that Act must be read as if they were references to section 104(1)(c) of this Act.
- (3) Nothing in section 104 includes as discrimination--
- (a) anything done or omitted for any of the reasons set out in paragraph (a) or paragraph (b) of section 73(1) of the Human Rights Act 1993 (which relate to measures to ensure equality); or
 - (b) preferential treatment granted by reason of any of the reasons set out in paragraph (a) or paragraph (b) of section 74 of the Human Rights Act 1993 (which relate to pregnancy, childbirth, or family responsibilities); or
 - (c) retiring an employee or requiring or causing an employee to retire at a particular age that has effect by virtue of section 149(2) of the Human Rights Act 1993 (which is a savings provision in relation to retirement ages specified in certain employment contracts).

107

DEFINITION OF INVOLVEMENT IN ACTIVITIES OF UNION FOR PURPOSES OF SECTION 104--

- (1) For the purposes of section 104, "involvement in the activities of a union" means that, within 12 months before the action complained of, the employee--
 - (a) was an officer of a union or part of a union, or was a member of the committee of management of a union or part of a union, or was otherwise an official or representative of a union or part of a union; or
 - (b) had acted as a negotiator or representative of employees in collective bargaining; or
 - (c) was involved in the formation or the proposed formation of a union; or
 - (d) had made or caused to be made a claim for some benefit of an employment agreement either for that employee or any other employee, or had supported any such claim, whether by giving evidence or otherwise; or
 - (e) had submitted another personal grievance to that employee's employer; or
 - (f) had been allocated, had applied to take, or had taken any employment relations education leave under this Act; or
 - (g) was a delegate of other employees in dealing with the employer on matters relating to the employment of those employees.
- (2) An employee who is representing employees under the Health and Safety at Work Act 2015, whether as a health and safety representative (as the term is defined in that Act) or otherwise, is to be treated as if he or she were a delegate of other employees for the purposes of subsection (1)(g).

108

SEXUAL HARASSMENT--

- (1) For the purposes of sections 103(1)(d) and 123(d), an employee is sexually harassed in that employee's employment if that employee's employer or a representative of that employer--
 - (a) directly or indirectly makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity that contains--
 - (i) an implied or overt promise of preferential treatment in that employee's employment; or
 - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
 - (iii) an implied or overt threat about the present or future employment status of that employee; or
 - (b) by--
 - (i) the use of language (whether written or spoken) of a sexual nature; or
 - (ii) the use of visual material of a sexual nature; or
 - (iii) physical behaviour of a sexual nature,--
 directly or indirectly subjects the employee to behaviour that is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and that, either by its nature or through repetition, has a detrimental effect on that employee's employment, job performance, or job satisfaction.

- (2) For the purposes of sections 103(1)(d) and 123(d), an employee is also sexually harassed in that employee's employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in section 117 have occurred.

109

RACIAL HARASSMENT--

For the purposes of sections 103(1)(e) and 123(d), an employee is racially harassed in the employee's employment if the employee's employer or a representative of that employer uses language (whether written or spoken), or visual material, or physical behaviour that directly or indirectly--

- (a) expresses hostility against, or brings into contempt or ridicule, the employee on the ground of the race, colour, or ethnic or national origins of the employee; and
- (b) is hurtful or offensive to the employee (whether or not that is conveyed to the employer or representative); and
- (c) has, either by its nature or through repetition, a detrimental effect on the employee's employment, job performance, or job satisfaction.

110

DURESS--

- (1) For the purposes of section 103(1)(f), an employee is subject to duress in that employee's employment in relation to membership or non-membership of a union or employees organisation if that employee's employer or a representative of that employer directly or indirectly--
- (a) makes membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - (b) makes non-membership of a union or employees organisation or of a particular union or employees organisation a condition to be fulfilled if that employee wishes to retain that employee's employment; or
 - (c) exerts undue influence on that employee, or offers, or threatens to withhold or does withhold, any incentive or advantage to or from that employee, or threatens to or does impose any disadvantage on that employee, with intent to induce that employee--
 - (i) to become or remain a member of a union or employees organisation or a particular union or employees organisation; or
 - (ii) to cease to be a member of a union or employees organisation or a particular union or employees organisation; or
 - (iii) not to become a member of a union or employees organisation or a particular union or employees organisation; or
 - (iv) in the case of an employee who is authorised to act on behalf of employees, not to act on their behalf or to cease to act on their behalf; or
 - (v) on account of the fact that the employee is, or, as the case may be, is not, a member of a union or employees organisation or of a particular union or employees organisation, to resign from or leave any employment; or
 - (vi) to participate in the formation of a union or employees organisation; or
 - (vii) not to participate in the formation of a union or employees organisation.
- (2) In this section and in section 103(1)(f), "employees organisation" means any group, society, association, or other collection of employees other than a union, however described and whether incorporated or not, that exists in whole or in part to further the employment interests of the employees belonging to it.

Appendix E

TERMS OF SETTLEMENT

This document sets out agreed changes for settlement for the Cambridge Childcare Centre Trust Collective Agreement 2022 – 2023, between NZEI Te Riu Roa (NZEI TRR) and Cambridge Childcare Centre Trust.

NZEI Te Riu Roa have agreed to put the proposed settlement to a ratification vote of its members.

1. Term

The term will be 12 months from 1st June 2022 to 31st May 2023.

2. Pay and Remuneration

A 5% pay increase was offered, with the intention of opting into full pay parity next year, 2023. Union members only are to be backpaid to 1st June 2022.

3. Sick Leave

Increase sick leave from 12 days to 15 days per annum, with a medical certificate to be provided on the 3rd day or if requested prior by the Centre Manager.

4. Staff Childcare

Staff who have dependents attending Cambridge Early Learning Centre shall be entitled to a 30% reduction in fees, until such time as the 20 hours Early Childhood funding commences on the child's third birthday from date of settlement.

5. Wellness Day

Each staff member will be granted a one paid day off, within the terms of this contract, in recognition of the staff's health and wellbeing. This day is to be taken, in consultation to meet the operational needs of the centre, around the time of the birthday, unless requested earlier, it may be prioritised after discussion.

6. Festive Leave

Employees will be entitled to an annual half day (to a maximum of 3.5 hours) paid "Festive Leave". The half day leave will be rostered for all staff from 1st November to 24th December to assist staff with Christmas based preparations.

7. No other changes

Apart from the changes detailed in this settlement there are no other changes to the existing CA.

DATE OF SETTLEMENT

22nd September 2022

BETWEEN

CAMBRIDGE CHILDCARE CENTRE TRUST
The Employer

AND

NZEI Te Riu Roa

Signed



Date

22/9/2022

Authorised Representative for Employer

Signed



Date

22.9.22

Authorised Representative for Employees

