
ARA INSTITUTE OF CANTERBURY LIMITED

**CHILDCARE CENTRE
EDUCATORS/KAIAKO**

**COLLECTIVE EMPLOYMENT
AGREEMENT**

Effective: 1 July 2021
Expires: 31 December 2022

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1. PARTIES & COVERAGE

- 1.1 This Collective Employment 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) Employer - the Chief Executive, Ara Institute of Canterbury Limited (hereinafter referred to as the employer); and,
 - (ii) NZEI Te Riu Roa
- 1.2 The parties agree that the terms and conditions of this Collective Agreement cover all staff employed by the employer as Head Teachers, Assistant Supervisors, or Early Childhood Teachers / Kaiako who undertake early childhood teaching or supervisory duties, and who are members of NZEI Te Riu Roa.
- 1.3 Pass On - the terms and conditions of this agreement can be passed on to other Early Learning Centre staff covered by the coverage clause after nine months from the start of this Collective Agreement.
- 1.4 New 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.

2. TERMS OF AGREEMENT

- 2.1 This Agreement shall be deemed to have come into force on the 1st day of July 2021 and shall continue in force until the 31st day of December 2022.
- 2.2 Variation
The parties have agreed that this Collective Agreement may be varied during its term by agreement between NZEI Te Riu Roa acting on behalf of its members and Ara, the employer party to this Agreement.

3. DEFINITIONS

3.1 Early childhood teacher/kaiako shall include persons employed:

In any capacity in relation to supervision, care, and education of children in centres or organisations licensed under the Education (Early Childhood Centres) Regulations 1990 (or any subsequent regulations or other legislation replacing them).

3.2 Permanent part-time Teacher/kaiako

- (i) Permanent part-time teacher/kaiako shall include persons employed as specified in 3.1 in a permanent capacity for less than 40 hours per week, on one or more days in any week or less than 52 weeks in any one year.

- (ii) Annual holidays, sick leave and related leave, study leave provisions shall apply to a permanent part-time teacher/kaiako on a pro-rata basis.
- (iii) For the purpose of this Agreement, part-time teachers/kaiako who are deemed to be permanent with continuous employment are entitled to all service entitlements under this Agreement.

3.3 Fixed Term Relievers

A fixed-term reliever is a person contracted by the employer to relieve in an existing position for a temporary period.

Where employment is for a period of less than six months, these relievers shall be entitled to all the provisions of this Agreement except:

Clause 9 Sick leave and related leave

Clause 10 Special leave

Under the provisions of the Holidays Act 2003 employees, after six months employment with one employer, are entitled to five days Sick Leave on pay during a twelve-month period. Sick-leave can be taken if the employee, her/his partner, dependent child or parent is sick. Sick leave will be granted to a short-term reliever who is thus unable to work on a day she/he is contracted to work.

Bereavement/tangihanga leave for short-term and casual relievers will be in accordance with the Holidays Act 2003 and subsequent amendments.

Where the employer reviews the tenure of a Fixed-Term Reliever position and considers the position has become permanent, the position will be advertised in accordance with the State Sector Act 1988 (both internally and externally). The person occupying the role may apply for the permanent vacancy, however the employer is required by law to appoint the best candidate based on merit.

3.4 Casual Relievers

A Casual Reliever is a person employed on an intermittent and irregular “as and when required” basis. Casual Relievers shall be paid holiday pay (8% of their total hours worked each pay period) together with their salary/wage payment in accordance with the Holidays Act 2003 and subsequent amendments.

4. SALARIES

4.1 Classification of employees

For the purposes of payment for the minimum rates of pay set out in Schedule One, the following classifications shall apply:

- (i) **Head Teacher /Assistant supervisor/senior early childhood teacher/kaiako:** is a qualified early childhood teacher/kaiako whose duties include substantial responsibility for significant

aspects of the normal duties of the manager as well as the care and education of children in the centre and who carries out the manager's duties in her/his absence.

- (ii) **Early childhood teacher/kaiako:** is an early childhood teacher/kaiako engaged in the care and education of the children in the centre
- (iv) **Q3+** means an early childhood teacher/kaiako holding:
- a bachelor degree together with a recognised early childhood teaching qualification or;
 - a four year bachelor of education degree or;
 - a four year honours degree of teaching or;
 - a degree completed conjointly with a bachelor degree of teaching or;
 - a bachelor degree of teaching together with a relevant 120 credit specialist graduate or post-graduate qualification assessed at level 7 (or higher) on the National Qualifications Framework or equivalent or;
 - a diploma of teaching (ECE) plus an advanced diploma of teaching together with a relevant 120 credit specialist graduate or postgraduate qualification assessed at level 7 (or higher) on the National Qualifications Framework or;
 - a Bachelor degree of teaching, together with a relevant level 7, 120 credit graduate or post graduate diploma.
- (v) **Q3** means an early childhood teacher/kaiako holding:
- a recognised three year early childhood teaching degree or;
 - advanced diploma teaching ECE or;
 - the diploma of teaching ECE or its equivalent and attested as fluent in te reo Maori with a knowledge and understanding of tikanga Maori.
- For avoidance of doubt a three year Diploma ECE plus an upgrade to a Bachelor of Teaching is classified as Q3 and not Q3+.
- (vi) **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 Q3 subclause (v) (except a three-year pre-service teaching degree); or a Higher Diploma of Teaching ECE.
- (vii) **Q1:** means an early childhood teacher/kaiako holding the Diploma of Teaching ECE or its equivalent.
- (viii) **Registered:** means an early childhood teacher/kaiako holding a Diploma of Teaching ECE (or its equivalent) who has been granted provisional, subject to confirmation, or full registration status and issued with a current practising certificate by the Education Council of Aotearoa New Zealand.
- (ix) **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 an early childhood teacher/kaiako who is in-training and is attested as fluent in te reo Māori with a knowledge and understanding of tikanga Māori shall be paid on the Q1 scale. 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.

- (x) **Unqualified:** means an early childhood teacher/kaiako who holds no recognised early childhood teaching training qualifications specified under sub-clause (viii) above.

Note: New staff employed from 1 November 2002 who hold a single qualification worth 80 licensing points or more recognised by NZQA, or a qualification grand-parented 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.

4.2 Salaries schedule

- (i) The minimum rates of salaries payable to employees covered by this Agreement are set out in Schedule One.
- (ii) Years of service under Schedule One, are years of employment as an early childhood teacher/kaiako, provided further that one year's service shall be calculated for part-time teacher/kaiako on a year of 1,440 working hours provided that progression on the wage scale will not occur prior to 12 calendar months.
- (iii) **Improved Qualifications**
Upon obtaining the appropriate qualifications for Q2, Q3, (Q3+ from 1 July 2007), a teacher/kaiako shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher/kaiako 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 the earlier of:

- a) where qualifications are improved at the end of the academic year - the commencing date of the following academic year,
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.

- (iv) Higher duties
 - a) Where an employee in a position of leadership is required to act in a higher position for five or more consecutive days she/he shall be paid on the higher scale as determined by the centre roll and staffing responsibilities."
 - b) Where an early childhood teacher/kaiako is required to act in a higher position for one or more days she/he shall be paid a higher duties allowance of \$25 per day. When she/he is required to act in a higher position for more than five consecutive days she/he shall be paid on a higher scale as determined by the centre roll and staffing responsibility.

4.3 **Recognition of previous service for setting of salaries**

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Application shall be made by the teacher as soon as practicable following appointment, but in any event within 3 months of her/his 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.
- (v) 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.

- (vi) No qualified teacher covered by this agreement on 1 July 2005 shall have her/his 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 she/he is to be paid as qualified teachers (on the unified teaching pay scale) having completed an ECE teacher education qualification and become registered.

4.4 A teacher who takes a position in a lower salary scale shall receive credit in the scale for service in any higher scale.

5. HOURS OF WORK

5.1 (i) Hours of Work – positions of leadership

(a) The ordinary hours of work for managers and 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; see clause 12.1.

(b) 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. Overtime does not apply to employees in positions of leadership. Where excessive additional hours of work are required the Employer and Employee may agree to time in lieu to be taken at a mutually agreed time.

(ii) Hours of Work – qualified teachers

(a) The ordinary hours of work for qualified teachers shall not exceed 40 per week or 8 per day to be worked from Monday to Friday inclusive between the hours of 7.00am and 6.00pm, plus additional time for staff meetings; see clause 12.1.

(b) There may, however, be occasions from time to time when qualified 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 15 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 (b) 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.

(iii) Hours of Work – other employees only
The ordinary hours of work shall not exceed 8 per day nor be less than 2 per day from Monday to Friday, to be worked between the hours of 7.00am and 6.00pm.

(iv) When eligible for overtime it becomes payable for hours worked above 8 on any day.

5.2 (i) Permanent qualified early childhood teachers/kaiako and qualified long term relievers 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 5 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 (rounded 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, planning, parent contact, preparation of activities, administration etc.

(iii) A teacher's/kaiako's availability to the children in cases of accident or emergency will not be diminished during this period.

(iv) Where a teacher/kaiako is required in an emergency to work in excess of eight child contact hours per day or 40 per week, overtime shall apply as in 5.1 (ii).

5.3 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 teacher/kaiako and a rostered one hour lunch break daily between the hours of 10:45am and 2.30pm for each teacher/kaiako. No teacher/kaiako shall be required to work longer than three hours without a refreshment break or five hours with 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.

5.4 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.

5.5 The hours of work and weeks worked per year are fixed by the employer. They shall be fixed by written advice to an employee for a minimum of 12 months. The employer shall give an employee not less than 1 (one) month notice in writing of any variation in hours of work and/or weeks to be worked prior to this variation coming into effect. Where the employer and employee agree the hours of work may be varied within the 12 month period.

6. CALL-BACKS

- 6.1 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. The minimum payment shall be equivalent to two hours ordinary time. Work refers to contact with children and therefore staff meetings are excluded from this provision.

7. TERMS OF EMPLOYMENT

- 7.1 The employment and notice of termination shall be fortnightly or monthly as may be agreed at the time of employment. In the absence of agreement, the notice period shall be one fortnight for Fixed-term Long-term Relievers and one month for permanent staff including Permanent Part-time Teachers.
- 7.2 Salaries shall be paid fortnightly by way of direct credit.
- 7.3 A pay slip will be available whenever the take-home pay of the employee changes or at the request of the individual employee.
- 7.4 **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.
- 7.5 **Abandonment of employment** - Where an employee is absent from work for more than five working days without notification to the employer, she/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.
- 7.6 In instances other than serious misconduct no employee shall be dismissed other than in accordance with internal policies and the procedures set down in Schedule Two.

8. HOLIDAYS

8.1 Public holidays

The employee shall be entitled to the following paid statutory holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Provincial Anniversary, and Waitangi Day, Anzac Day and Matariki when they fall on a Monday-Friday working day.

8.2 Institute holiday

The employee shall be entitled to take Easter Tuesday as an Institute holiday if it is a day that would normally be worked.

8.3 Annual holidays

- (i) On completion of 12 months service an employee shall be entitled to annual paid leave of 20 working days. Leave for employees with less than 12 months service shall be calculated on a pro-rata basis.
- (ii) Annual leave may be anticipated or deferred by agreement with the employer, however annual leave should be taken in the year in which it accrues.
- (iii) Annual holidays shall be taken at a time agreed to by the employer and the employee except where the centre is closed for the Christmas/New Year holiday period.
- (iv) On completion of three years' current continuous 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 25 working days instead of 20 working days.
- (v) Payment for annual leave shall occur in the normal pay period in which the leave is taken.

8.4 Long Service Leave

On completion of ten (10) years' 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 her/his 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.

9. SICK AND RELATED LEAVE

9.1 Sick leave

- (i) After two weeks' continuous service, employees shall be entitled to sick leave of 12 working days per year provided that permanent part-time employees shall be entitled to leave calculated on a pro-rata basis to a minimum of ten (10) working days according to the time worked per week.
- (ii) Sick leave shall accumulate up to 62 days.
- (iii) When an employee is sick on a statutory holiday this day shall not be deducted from her/his sick leave entitlement.
- (iv) If the period of absence on sick leave exceeds three days, the employee may be required to produce a medical certificate signed by a medical practitioner.

9.2 **Communicable / Infectious Diseases**

Where an employee in the Early Learning Centre contracts an infectious disease, as defined in the first schedule of the Health Amendment Act 1982

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<http://www.legislation.govt.nz/act/public/1956/0065/latest/contents.html>

- or has been in contact with a sufferer from an infectious disease and is prevented by direction of the Education (Early Childcare Centres) Regulations 1990 (or other regulation or relevant legislation) from attending work, special paid leave of up to five days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any entitlement under 9.1 or 9.3 of this clause. A medical certificate may be required for any period off work under this clause.

9.3 **Family / Whanau leave**

After two weeks continuous service an employee 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 family/whanau leave over and above this entitlement shall be offset against the employee's sick leave entitlement.

9.4 **Leave on accident compensation**

Where an employee is on accident compensation, the employer shall grant leave without pay for the period of Accident Insurance Act 1998 and its Amendments payments up to three months, except that in the case of a work-related accident such leave shall be extended for the duration of the ACC payment in lieu of salaries to a maximum of 12 months.

9.5 **Health and Safety**

- (i) The parties to this Agreement are subject to the provisions of the Health and Safety Act 2015 and the Health and Safety in Employment Regulations 2016 as applicable.
- (ii) The parties to this Agreement are committed to the observation of safe working practices and to the good health and safety of all employees and those under their care.
- (iii) Where an employee's health and safety are shown to be at risk through the course of her/his duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as necessary to provide protection for the employee.
- (iv) In situations where employees may be at increased risk of acquiring Hepatitis B because of the nature of their job, the situation shall be assessed by the Medical Officer of Health on an individual basis to decide if immunisation would be appropriate.

9.6 **Long term sick leave**

- (i) An employee with 12 months or more service with the same employer, who has no unused 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. Additional sick leave may be granted at the employer's discretion.

- (ii) An employee who has been on long term sick leave shall be entitled to return to the same position and rate of pay she/he was employed in when long term sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced.

10. SPECIAL LEAVE

10.1 Bereavement/tangihanga leave

The employer shall approve special bereavement leave with pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.

10.2 Parental leave

The provisions of the Parental Leave and Employment Protection Act 1987 and subsequent amendments apply to this agreement.

10.3 Parenting 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.

10.4 Professional development time

- (i) Permanent staff shall be allocated seven working days of professional development time in each full year they are employed reduced on a pro-rata basis for part-time staff and on a pro-rata basis for periods of employment less than a full year subject to the following:
 - a. The submission by the staff member of proposed activities which account for the time or its equivalent by 31 March each year.

- b. The content and timing of professional development must be agreed to by the manager.
 - c. The seven days include any Institute required training days, e.g. post Easter.
 - d. The employer will work with employees to put in place professional development plans for employees which give priority to any identified skill or performance development relating to the staff member's position. The employer will take into consideration career progression and identified appraisal goals in the context of the employer's objectives, resources and strategic plan.
 - e. Professional development time may not be carried forward into another year.
- (ii) 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.
 - (iii) Unpaid examination leave may be granted to an employee to sit examinations not directly related to her/his work.

10.5 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 totalling more than 20 working days in any one year shall not count towards service entitlements.

10.6 Long term leave for upgrading training

Should an employee enrol in a recognised course for the purpose of upgrading her/his qualification to reach equivalence with the three year early childhood diploma, that requires her/him to take leave from the centre of more than 10 consecutive days and up to 12 months, the employer may grant her/him unpaid leave for the duration of that course.

10.7 Employment relations education leave

In accordance with legislation, the employer shall grant paid leave to employees to attend employment related education courses. If the Employment Relations Act 2000 is repealed, this clause will no longer apply.

10.8 Domestic Violence Leave

Ara recognises the seriousness of the issue of domestic violence and the impacts it may have in the workplace. Ara is committed to reducing barriers to maintaining stable paid employment for people affected by domestic violence and assisting any staff in finding pathways out of violence and rebuilding their lives.

Therefore, Ara acknowledges and honours the intent of the Domestic – Victims Protection Act 2018 and any amendments.

11. REIMBURSING ALLOWANCES

11.1 Motor vehicle running expenses

A motor vehicle allowance or equivalent fares must be paid to an employee requested by the employer to use her/his own vehicle in connection with official business. The allowance shall be paid in accordance with the Inland Revenue Department's Motor Vehicle Mileage Reimbursement Rates.

11.2 Professional development expenses

Employers shall reimburse agreed fees, subscriptions and expenses relating to attendance at courses, meetings or conferences which have been approved by the employer. Travel and accommodation expenses will be at the discretion of the employer.

11.3 Meal allowance

An employee who is required to work on overtime after 6.00pm or after 1.5 hours overtime on any Monday to Friday, or after 1.00pm 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.

11.4 Teacher registration

It is understood that fully registered teachers have an obligation as outlined in their professional Code of Ethics to mentor and support beginning teachers.

- (i) The employer shall reimburse the cost of initial teacher registration and of renewal of the practising certificate for all registered teachers in their employ.
- (ii) The employer shall ensure that an induction and mentoring programme, including paid release time, is available to each tutor teacher and each teacher working towards full registration in their employ.

An allowance is payable to each tutor teacher responsible for overseeing the advice and towards full registration in their employ on the understanding that teachers actively maintain their practicing certificates.

An allowance is payable to each tutor teacher for overseeing the advice and guidance programme:

- (a) From 1 July 2012 the allowance shall be paid at a rate of \$200 per annum; and where a tutor teacher is responsible for tutoring more than one provisionally registered teacher

in the same service the employer shall only be required to pay one allowance to that tutor teacher.

11.5 First Aid certificate

Where an early childhood teacher/kaiako completes or renews First Aid certificates, the employer shall meet the cost of certification or re-certification.

12. STAFF MEETINGS

- 12.1 With the exception of salaried teachers/kaiako, where staff meetings are held outside or in excess of the hours of work set down in clause 5.1(iii), overtime rates shall apply.
- 12.2 There shall be an entitlement of at least four hours per month per employee to use for staff meeting time. Provided, that further entitlement shall be granted, if the employer is satisfied that the needs of the centre and employees make further meetings desirable.
- 12.3 In addition to the entitlement in 12.2 above, every employee shall be entitled to paid time on at least one half day three 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 employees and employer and the appropriate overtime rates shall be paid.

13. UNION RIGHTS

13.1 Worksite Representatives

- (i) 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 and acknowledges the worksite representative's role in providing information and support for members.
- (ii) 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. This is not in addition to the leave under clause 10.7.
- (iii) The NZEI Te Riu Roa members may meet to elect a worksite representative; the timing of the meeting shall be agreed with the employer, shall not impact on the operations of the Centre and shall not exceed half an hour.

13.2 Right of Entry

In accordance with the Employment Relations Act 2000, agreement will not be unreasonably withheld for a representative of the union to enter a workplace at a reasonable time 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 procedures and requirements relating to health and safety or security.

13.3 **Union Noticeboard**

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

13.4 **Union Meetings**

In accordance with the Employment Relations Act 2000, NZEI Te Riu Roa may hold up to two meetings for union members during working hours per calendar year. 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.

Members of NZEI Te Riu Roa in all worksites shall be allowed to meet once annually to elect office representatives. The timing of the meeting shall be agreed with management and shall not last more than half an hour.

13.5 **Union Membership**

The union shall notify the employer in writing of the names of union members at the time of the Agreement coming into force, and when an employee joins or leaves the union.

If the union requests from the employer a list of staff covered by the Agreement this will not be unreasonably withheld.

14. **REDUNDANCY**

14.1 For the purpose of these provisions salary is defined as taxable salary, exclusive of allowances. Service is defined as employment as a permanent employee at Ara. Payment will be made in accordance with the following:

- (i) If notice is not worked payment will be made in lieu.
- (ii) 12 per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service: and,
- (iii) 4 per cent of salary for the preceding twelve months multiplied by the number of years of service minus one up to a maximum of 19: and,
- (iv) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding twelve months multiplied by the number of completed months in addition to completed years of service;
- (v) the total amount paid to employees under this provision will not exceed the basic salary the employee would have received between the date of her/his severance and reaching the age of retirement as per the institution policy or the age of entitlement for

superannuation benefits provided by the State whichever is the earlier.

15. EMPLOYEE PROTECTION/TRANSFER OF UNDERTAKINGS/MERGERS

15.1 Introduction

The following provisions of this subclause apply when the business of Ara is to be restructured and work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.

15.2 Definitions

For the purposes of these provisions “affected employee”, “restructuring” and “new employer” shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004.

15.3 Institutional mergers

Where Ara is considering a merger/amalgamation with another institution, and before formal proposals go to the Minister of Education, the union will be notified, so that a consultation process can be negotiated between the parties.

The employer undertakes to seek the inclusion of the following clause in any memorandum of understanding between themselves and any potential merger/amalgamation partner.

The parties to this agreement agree that in the event that the institution is disestablished under the Education Amendment Act 1989 and incorporated by virtue of merger/amalgamation into another institution that this Agreement shall become a Collective Employment Agreement covering the union parties to this present Agreement together with the new merger/amalgamation partner as the employer party, as from the date the merger/amalgamation takes effect.

15.4 Consultation with union

The employer agrees to consult with the union that is party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practical.

When consulting with the applicable unions, the employer will:

- (i) Provide the unions with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer;
- (ii) Discuss with the union the notification of all affected employees who are covered by this Agreement and supply to the unions a list of employees who are affected by the proposed restructuring;

- (iii) Give the unions reasonable time in which to meet and consult with their members and for the affected employees and their unions to consider the proposal and its implications, and to make comments and suggestions about it;
- (iv) Respond to the submissions (written and/or verbal) of the unions and affected employees.

After receiving proposals from potential purchasers, the employer will provide any relevant and necessary information from the potential purchasers as requested by the applicable unions. This obligation is subject to the potential new employer's rights to impose reasonable conditions on the disclosure and/or circulation of commercially sensitive information.

15.5 **Condition of sale or lease**

The employer shall make every effort to ensure the current business operations remain the same, including the on-going employment of all existing employees on the same terms and conditions of employment, performing the same duties or similar duties that the employee is willing to accept, and including the recognition of each employee's service and contractual entitlements. The employer will advise the union of the success or otherwise of those negotiations.

If the proposed new employer is a party to a Collective Agreement that covers the work to be done by affected employees, the employer undertakes to negotiate with the proposed new employer for affected employees to be offered the more favourable of:

- (i) The terms and conditions of the Agreement which is already in place;
or
- (ii) The terms and conditions of this Agreement.
If the proposed new employer is not a party to a collective agreement that covers the work to be done by affected employees, the employer undertakes to negotiate with the proposed new employer for affected employees to be offered the more favourable of:
- (iii) Any standard terms and conditions of individual employment agreements made between the proposed new employer and other employees performing similar work; or
- (iv) The terms and conditions of this Agreement.

In all cases the employer will negotiate with the proposed new employer for employees' length of service to be recognised for the purposes of service-related entitlements.

Implications for redundancy compensation of election to transfer.

Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer.

Any subsequent redundancy from the new employer would include recognition of service with the employer.

All employees have the right to transfer or not to transfer to the new employer.

Where the employee's employment is being terminated by the employer by reason of the sale, merger, transfer, contracting out or outsourcing of all or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if the employee has received an offer of employment in the same capacity or similar in which the employee was employed, on no less favourable terms and conditions of employment and treating the employee's service as continuous or in a capacity that the employee is willing to accept.

15.6 Options

Where the new employer makes no offer in accordance with the criteria above (i.e. on the same terms and conditions, with the same duties, and with recognition of continuous service), redundancy compensation shall be paid in accordance with clause 15 of this Agreement.

16. WORKING FACILITIES

- 16.1 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.
- 16.2 The employer shall provide a private and adult-sized toilet for use by employees employed in each centre.
- 16.3 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.
- 16.4 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.
- 16.5 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.
- 16.6 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.

17. DEALING WITH COMPLAINTS, COMPETENCY AND DISCIPLINE

17.1 Ara treats its obligations to be a good employer seriously and recognises members' rights to representation by NZEI staff representatives and/or officials on any matter. Ara produces policies and guidelines relating to complaints, competency and discipline matters and welcomes NZEI's assistance in working through any individual issues that may arise.

18. DISPUTES AND PERSONAL GRIEVANCES

18.1 In accordance with the Employment Relations Act 2000, the plain language explanation of the procedure to follow and services available in the event of a personal grievance or a dispute about the interpretation, application or operation of this Agreement are in Schedule Two.

19. REDUCTION OF SALARIES AND CONDITIONS

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

This Agreement was signed by the parties as follows:

.....
For and on behalf of
Ara Institute of Canterbury

Date:

.....
For and on behalf of NZEI Te Riu Roa

Date:

SCHEDULE ONE

The following salaries will apply from **1 July 2021** for
Head Teacher / Supervisor / Kaiako Kaiarahi, Early Childhood Teacher/Kaiako

Head Teacher/Supervisor/ Kaiako Kaiarahi

Staffing Responsibility	Salary (2.85%)
0-3	79,944
4-6	82,055
7-10	84,165
11+	86,278

Early Childhood Teacher/Kaiako

Qualification	Step	Salary (1.85%)
Q1,2 & 3 Entry	1	51,394
	2	54,904
Q1 Maximum	3	59,142
Q2 Maximum	4	63,379
Q1 & 2 Maximum	5	69,170
Q3 Maximum	6	71,570
Q3+ Maximum	7	75,219

Unqualified / in training Early Childhood Teacher / Kaiako

	Unqualified		In Training	
	Per hour	Annual	Per hour	Annual
	20.00	41,714	22.75	47,450

The following salaries will apply from **1 July 2022** for
Head Teacher / Supervisor / Kaiako Kaiarahi, Early Childhood Teacher/Kaiako

Head Teacher/Supervisor/ Kaiako Kaiarahi

Staffing Responsibility	Salary (1.0%)
0-3	77729
4-6	79781
7-10	81833
11+	83887

Early Childhood Teacher/Kaiako

Qualification	Step	Salary (1.0%)
Q1,2 &3 Entry	1	51,908
	2	55,453
	3	59,733
	4	64,013
Q1 &2 Maximum	5	69,862
Q3 Maximum	6	72,286
Q3+ Maximum	7	75,971

Unqualified / in training Early Childhood Teacher / Kaiako

	Unqualified		In Training	
	Per hour	Annual	Per hour	Annual
	20.00	41,714	22.75	47,450

SCHEDULE TWO

PERSONAL GRIEVANCES AND DISPUTES

12.1 Services Available for Resolving Employment Relationship Problems

The Employment Relations Act 2000 requires that all collective agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The Institute and NZEI Te Riu Roa have agreed on the following description and wish to draw it to the attention of all existing staff.

1. An 'employment relationship problem' is any problem relating to or arising out of the employment relationship and includes:
 - a) A personal grievance (a claim of unjustifiable dismissal or constructive dismissal, unjustifiable advantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
 - b) A dispute (about the interpretation, application or operation of an employment agreement).
 - c) Any other problem relating to or arising out of your employment relationship with the Institute except matters relating to the fixing of new terms and conditions of employment.
 - d) You have the right to seek the support and assistance of NZEI Te Riu Roa or to seek information from the Ministry of Business, Innovation and Employment (MBIE) at any time.
2. If you believe there is a problem with your employment relationship with the Institute, you should tell your manager, either personally or through NZEI Te Riu Roa, as soon as possible:
 - a) that there is a problem;
 - b) the nature of the problem;
 - c) what you want done about the problem.
3. If for any reason you feel unable to raise the matter with your manager, other suggested contacts are the:
 - HR Business Advisor
 - Manager People and Development
4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
5. The employer will try to resolve the matter through discussion with you and/or NZEI Te Riu Roa.
6. If the problem cannot be resolved through discussion, then you, NZEI Te Riu Roa or the employer can request assistance from the MBIE, which may provide mediation services.

7. If the problem is not resolved by mediation, you or NZEI Te Riu Roa on your behalf may apply to the Employment Relations Authority for investigation and determination.

In certain circumstances the decision of the Employment Relations Authority may be appealed by you, NZEI Te Riu Roa on your behalf, or the Institute to the Employment Court.

- Note:
- 1 Employees are advised to contact NZEI Te Riu Roa or their bargaining agent in the event of any dispute or grievance.
 - 2 A copy of these procedures is available from the employer or NZEI Te Riu Roa.

SCHEDULE THREE

Terms of Settlement- January 2022

Ara Institute of Canterbury Ltd and NZEI Te Riu Roa Childcare Centre Educators/Kaiako Collective Employment Agreement - Bargaining 2021

1. **2.0 Term of Agreement** 1st July 2021 – 31st December 2022 (18 months)

Please note: From 1 January 2023 the legal entity is Te Pūkenga.

2. **5.3 Lunch Breaks**

Clause 5.3 to be updated to now reflect the current practice of 10.45am start time.

New wording:

“.....rostered one hour lunch break daily between the hours of 10:45am and 2:30pm.....”

3. **8.1 Public Holidays**

To be updated to now include Matariki.

New wording:

“The employee shall be entitled to the following paid statutory holidays: Christmas Day, Boxing Day, New Year’s Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Provincial Anniversary and Waitangi Day, ANZAC Day and Matariki when they fall on a Monday-Friday working day.”

4. **9.1 Sick Leave**

Change to 10 days and to reflect new legislation. Clause 9.1 (i)

Remove:

“After two weeks’ continuous service, employees shall be entitled to sick leave of 12 working days per year provided that permanent part time employees shall be entitled to leave calculated on a pro-rata basis to a minimum of five (5) working days according to the time worked per week, and temporary employees to special leave as outlined in clause 3.3.

Replace with:

“After two weeks’ continuous service, employees shall be entitled to sick leave of 12 working days per year provided that permanent part time employees shall be entitled to leave calculated on a pro-rata basis to minimum of ten (10) working days according to the time worked per week.”

5. **9.3 Family/Whanau Leave**

Permanent part time entitlement to comply with sick leave provisions in the Act

Remove (last sentence):

“Family/Whanau leave shall be on a pro-rata basis for permanent part time employees” from clause 9.3.

6. **Pay Parity Equity**

The current Teachers pay table is aligned in principle (noting level changes are different) with the Kindergarten Teachers Collective Agreement and it is agreed to maintain this general alignment, noting to maintain adjustments for steps 1 to 7 would be plus 1.85% (Yr 1, 12 months) and 1.0% (yr 2, 6 months).

The Head Teacher/Supervisor position a cumulative increase of 2.85% (Yr 1, 18 months).

Unqualified – increase to \$20.00

In-training – increase to \$22.75

See item 8: Schedule 1: Salary Rates below.

7. Inclusion of Terms of Settlement in CEA

A copy of the terms of settlement to be added into the collective agreement as Schedule Three.

8. Schedule One: Salary Rates

New salary rates for Unqualified and In Training Teachers effective 01 July 2021:

Head Teacher / Supervisor / Kaiako Kaiarahi		
Staffing Responsibility	Current Salary	Proposed Salary (2.85%) 01.07.21
0 - 3	77,729	79,944
4 - 6	79,781	82,055
7 - 10	81,833	84,165
11+	83,887	86,278

Early Childhood Teacher / Kaiako				
Qualification	Step	Current Salary	Proposed Salary (1.85%) 01.07.21	Proposed Salary (1.00%) 01.07.22
Q1, 2 & 3 Entry	1	50,460	51,394	51,908
	2	53,907	54,904	55,453
	3	58,068	59,142	59,733
	4	62,228	63,379	64,013
Q1 & 2 Maximum	5	67,914	69,170	69,862
Q3 Maximum	6	70,270	71,570	72,286
Q3+ Maximum	7	73,853	75,219	75,971

Unqualified / In-Training Early Childhood Teacher / Kaiako		
	Current	Proposed 01.07.21
Unqualified / hour	18.90	20.00

Unqualified / annum	39,420	41,714
In-Training / hour	18.90	22.75
In-Training / annum	39,420	47,450

(Salary rates are rounded to the nearest whole dollar.)