THE EARLY CHILDHOOD EDUCATION COLLECTIVE AGREEMENT OF AOTEAROA NEW ZEALAND

2026-2028

The Early Childhood Education Collective Agreement of Aotearoa New Zealand

Part 1	**Commitment to Te Tiriti o Waitangi**	5
Part 2	**Parties and Coverage**	5
Part 3	**Term of Agreement**	6
Part 4	**Definitions**	6
(a)	Early Childhood Teachers/Kaiako	6
(b)	Permanent Part-Time Early Childhood Teachers/Kaiako	6
(c)	Part-Year Early Childhood Teachers/Kaiako	6
(d)	Short-Term Relievers	7
(e)	Long-Term Relievers	7
(f)	Meeting Licensing Requirements	7
(g)	Clerical	7
(h)	Out-of-School Care Employees/Kaimahi	8
(i)	Position of Leadership	8
Part 5	**Variations**	8
Part 6	**Salaries and Wages**	8
(a)	Classification of Employees - Early Childhood/Clerical	9
(b)	Operation of Salary Scale – Early Childhood	11
(c)	Operation of Salary Scale – Positions of Leadership	11
(d)	Salary and Wages Schedule - Early Childhood	11
(e)	Classification of Employees - Out-of-School Care	17
(f)	Wages Schedule - Out-of-School Care	17
(g)	Classification and Wages Schedule of Administrative employees	18
Part 7	**Hours of Work**	20
(a)	Hours of Work 4– Positions of Leadership	20
(b)	Hours of Work – Qualified and Certificated Teachers	20
(c)	Hours of Work – Other Employees Only	21
(d)	Non-Contact Time	21
(e)	Breaks	21
(f)	Work in Excess of Contracted Hours	21
(g)	On call Provisions – Home Based Early Childhood Employees	21
Part 8	**Overtime – Waged Employees Only**	22
Part 9	**Call-Backs**	22
Part 10	**Terms of Employment**	22
(a)	Termination	22
(b)	Wages and Salary on Termination	22
(c)	Payment of Wages and Salary	22
(d)	Overpayments of and Deductions from Wages or Salary	23
(e)	Payslip	23
(f)	Record of Service	23
(g)	Abandonment of Employment	23
(h)	Trial Period	23

Part 11	**Holidays**	24
(a)	Public Holidays	24
(b)	Annual Holidays	24
(c)	Long Service Leave	25
Part 12	**Sick and Related Leave**	26
(a)	Sick Leave	26
(b)	Infectious Diseases	26
(c)	Family / Whanau Leave	26
(d)	Leave on Accident Compensation	26
(e)	Health and Safety	27
(f)	Long-Term Sick Leave	27
Part 13	**Special Leave**	27
(a)	Bereavement/Tangihanga	27
(b)	Parental Leave	28
(c)	Partner's Leave	29
(d)	Professional Development Leave	29
(e)	Leave Without Pay	30
(f)	Employment Relations Education Leave	30
(g)	Training Provisions for Out-of-School Care Employees/Kaimahi	30
(h)	Court Leave	30
Part 14	**Reimbursing Allowances**	30
(a)	Motor Vehicle Running Expenses	30
(b)	Clothing Reimbursement	30
(c)	Professional Development Expenses	30
(d)	Meal Allowance	31
(e)	First Aid Certificate	31
Part 15	**Teacher Certification**	31
Part 16	**Staff Meetings**	31
Part 17	**Union Rights**	32
(a)	Workplace Representatives	32
(b)	Right of Entry	32
(c)	Union Noticeboard	32
(d)	Union Meetings	32
(e)	Union Membership	33
Part 18	**Professional Development Plans**	33
Part 19	**Change, Consultation and Redundancy**	33
(a)	Principles of Change	33
(b)	Consultation	34
(c)	Redeployment	34
(d)	Redundancy Notice and Compensation	35
(e)	Assistance	35
(f)	Sale, Transfer or Contracting Out	35
Part 20	**Working Facilities**	36
Part 21	**Time and Wages Record**	36

Part 22	**Complaints, Competency and Discipline**	37
(a)	General Principles	37
(b)	Discussion in a Māori Context	37
(c)	Competency	37
(d)	Disciplinary Procedures	38
(e)	Suspension	39
(f)	Instant Dismissal	39
Part 23	**Employment Relationship Problems**	39
Part 24	**Reduction of Salaries, Wages and Conditions**	41
Part 25	**Domestic/Family Violence Support**	41
Schedule A	**All employers party to the Early Childhood Education Collective Agreement**	43
Appendix A	**Employment Relations Education Leave**	45
Appendix B	**Grand-parented Provisions**	48
	Signatories	49

Part 1

Te Tiriti O Waitangi

The parties acknowledge the principles of Te Tiriti O Waitangi, and the bicultural foundations of Aotearoa New Zealand and are committed to honouring Te Tiriti O Waitangi.

Part 2

Parties and Coverage

Parties

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) Employers as listed in Schedule A;

(ii) Employers who by agreement with the union become party to this agreement during its term; who shall be referred to in this agreement as "the employer"; and

(iii) NZEI Te Riu Roa.

In the case of employers who subsequently become parties, NZEI Te Riu Roa shall maintain a list of subsequent party employers and shall share the list with Te Rito Maioha each time it changes.

Coverage

(a) The following employees who are NZEI Te Riu Roa members shall be covered by this agreement:

(i) All employees employed by the employer parties to this agreement in any capacity in relation to supervision, care, and education of children in an early childhood education centre or out-of-school care and recreation programme or scheme.

(ii) Employees employed by employer parties to this agreement to undertake clerical and/or administration duties in an early childhood education centre as defined in clause 6(g).

(iii) Employees employed by employer parties to this agreement as a coordinator of a home-based early childhood education service.

(b) New employees will be provided with a copy of this agreement and the details of how to contact NZEI Te Riu Roa (union) and will be advised that where a new employee joins the union, they will be covered by the terms and conditions of this agreement. Where the new employee has authorised the employer to pass on their contact details, the employer will advise the union that they have been employed.

(c) NZEI Te Riu Roa shall forward to each employer party to this agreement a list of the NZEI Te Riu Roa members employed by that employer prior to the commencement of this agreement and thereafter on an annual basis. The purpose of these provisions is to ensure that NZEI Te Riu Roa members covered by the coverage of this agreement are provided with the terms and conditions of this agreement.

(d) This agreement reflects both a process of constructive engagement and a significant investment by NZEI Te Riu Roa and its members and employers and their representatives.

Part 3

Term of Agreement

This agreement shall come into force on 30 October 2026 and shall continue in force until 30 June 2028.

Part 4

Definitions

(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 Services) Regulations 2008 (or any subsequent regulations or other legislation replacing them).

(ii) By or through any organisation as a coordinator of a home-based early childhood education service

(iii) 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 on a permanent ongoing basis.

(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, for a portion/portions of the year, operate with a reduced number of enrolled children, or are closed.

(d) Short-term relievers

A short-term reliever is a person contracted by the employer to relieve in an existing position for 4 consecutive weeks or less. Short term relievers shall be entitled to all the provisions of this agreement except:

11 (b) Annual holidays
12 (a) Sick leave*
12 (d) Leave on accident compensation.
19 Change, Consultation and Redundancy

Short-term relievers shall be paid 12% of their ordinary rate on completion of their term of employment. 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 one hour 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. If an employee qualifies for sick leave, the 12% shall reduce to 8% at the same time the employee is granted their entitlement of sick leave.

(e) Long-term relievers

A long-term reliever is a person contracted to relieve in an existing position for more than 4 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 except for the provisions of Part 19 (Change, Consultation and Redundancy).

(f) Meeting licensing requirements

Employees who are not normally required to work with children but who may be required to take on responsibilities to meet the staff to child ratios for licensing purposes, shall be paid no less than an unqualified kaiako for the period of time they are taking on such responsibilities.

Where an employee employed as at 25 August 2026 has been receiving a greater payment than that prescribed in 4(f) when taking on responsibilities to meet the staff to child ratios, that greater payment shall continue to apply.

(g) Clerical employees

Any employee primarily employed to undertake clerical and/or administrative duties. A permanent full time clerical employee's ordinary hours of work shall not exceed 40 hours per week or 8 hours per day, to be worked Monday to Friday of the week. A permanent part time clerical employee's ordinary hours of work shall be less than 40 hours per week subject to pro rata entitlement to leave. A part time employee shall be provided at the time of their engagement with written notification of the terms and conditions of their employment.

(h) Out-of-school care employees/kaimahi

An out-of-school care employee is a person employed in an out-of-school care and recreation programme or scheme, except where part of that employee's employment, with the same employer, is in a licensed early childhood education centre.

(i) Position of Leadership includes:

- Senior Teacher/Tumuaki;
- Head Teacher/Kaiako Kaiarahi;
- Assistant Head Teacher/Kaiako Tuatahi;
- Home-based early childhood Team Leader; and
- Home-based early childhood Visiting Teacher

as defined in 6 (a) (i), (ii), (iii), (v) and (vi).

Part 5
Variations

(a) 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 parties to this agreement.

(b) This agreement may be varied by agreement between an employer and NZEI Te Riu Roa, where the employer is having serious financial difficulty complying with the terms of this agreement. In this case, the variation shall only apply to the employer (and its employees) with whom NZEI Te Riu Roa has agreed the variation. Such variation shall have no effect on any other employer party or their employees.

In any negotiation for a variation the provisions of section 34 (2)–(9) of the Employment Relations Act 2000, relating to the provision of information, shall apply.

Part 6
Salaries and Wages

This agreement is a minimum rate document.

Pay parity: The parties to the ECECA are committed to achieving pay parity with qualified and certificated teachers in kindergarten and in the primary and secondary education sectors for qualified and certificated teachers covered by this agreement.

The parties acknowledge that adequate government funding is fundamental to achieving this vision and shall continue during the term of this agreement to discuss how pay parity might be fully achieved.

Some positions covered by this agreement are salaried positions, while others are waged.

A salaried employee is paid an annual salary which includes the employee's normal hours of work, attendance at staff meetings, and some additional hours (see Part 7(a) and (b) of this agreement for further details).

A waged employee is paid an hourly wage for all hours worked. When overtime is worked, a waged employee is entitled to the overtime rates in Part 8 of this agreement (except in the case of positions of leadership and qualified and certificated teachers/kaiako).

Passing on of pay increases to non-union members:

The parties have agreed that the increases in this agreement may be passed on to non-union members but shall take effect for non-members three months after the commencement date of this agreement **except** in the case of increases resulting from attestation to extended or full parity, which take effect on the date on which the employer has attested and received the funding.

(a) Classification of employees - early childhood

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 and certificated early childhood teacher who is the most senior early childhood teacher in the centre or service who is the professional and pedagogical leader and has substantive responsibility for the day to day operation of the centre/s or service. Every employer will employ in a permanent role a senior teacher who is an ECE qualified and certificated teacher per centre/service.

Where a centre / service and its teachers wish to use a collaborative leadership model, following robust consultation with staff, the senior teacher role may be shared between two or three teachers. Because each teacher will be doing a portion of the senior teacher role rather than the full role, such teachers will not be paid on this scale but will receive an allowance. This allowance will be equivalent to one half (where the job is shared between two) or one third (where the job is shared between three) of the difference between the teacher's current salary and the appropriate senior teacher salary for the service.

(ii) **Head Teacher/Kaiako Kaiarahi** is a qualified and certificated early childhood 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. Not all centres/services will employ a Head Teacher/Kaiako Kaiarahi.

(iii) **Assistant Head Teacher/Kaiako Tuatahi** is a qualified and certificated early childhood teacher who supports and has delegated responsibilities from their Senior Teacher/Tumuaki or Head Teacher/Kaiako Kaiarahi. Not all centres/services will employ an Assistant Head Teacher/Kaiako Tuatahi.

(iv) **Early childhood teacher/Kaiako:** is an early childhood teacher/kaiako engaged in the education and care of the children in the centre or service.

(v) **Home-based Team Leader** is a qualified and certificated early childhood teacher who is directly responsible for staff, and who has responsibility for managing the effective delivery of the home-based service. Not all home-based networks will employ a home-based team leader.

(vi) **Home-based Visiting Teacher** is a qualified and certificated early childhood teacher whose duties include the selection, monitoring and support of carers/educators within a home-based network.

(vii) **Qualified** means the holding of a recognised ECE teaching qualification recognised by the Teaching Council of Aotearoa New Zealand. An early childhood teacher shall only be classified as qualified where the teacher is certificated and holds a current practicing certificate in accordance with sub clause (xii).

(viii) **P5** means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 9 qualification on the NZQF – Masters or Doctorate, or equivalent overseas qualifications assessed by the NZQA.

(ix) **P4** means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or two subject or specialist level 7 qualifications on the NZQF as listed for P3+; or a Masters degree in teaching; or equivalent overseas qualifications assessed by the NZQA.

(x) **P3+** means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or an honours degree of teaching; or equivalent overseas qualifications assessed by the NZQA or an overseas qualification where NZQA has assessed that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any study which is not initial teacher education.

(xi) **P1,P2, P3** means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above; or equivalent overseas qualifications assessed by the NZQA. This group includes teachers who have obtained their practicing certificate via the Teaching Council's discretionary pathway process, provided they have received an ECE or Primary endorsement from the Council.

(xii) **Certificated:** 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 certification status and issued with a current practising certificate by the Teaching Council of Aotearoa New Zealand.

(xiii) **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 P1 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.

(xiv) **Unqualified:** means an early childhood teacher / kaiako who holds no recognised early childhood teaching qualifications.

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 grandparented 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

(iv) **Improved Qualifications**

Upon obtaining the appropriate qualifications for P3+, P4 or P5 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.

In all cases, where an employee progresses to a new salary step or scale as a result of attaining improved qualifications, the date of this progress becomes the employee's anniversary date for salary progression purposes in the future.

(viii) **Higher duties**

Where an employee in a position of leadership is required to act in a higher position for five or more consecutive days they shall be paid on the higher scale as determined by centre / network roll and staffing responsibility. Where an employee in a position of leadership is required to act in a higher position for at least five days of a fortnight and is carrying out the substantive duties of the role while so acting, due to the permanent leader undertaking a gradual return to work, the employee shall be paid on the higher scale for those days they are so acting.

Where an early childhood teacher / kaiako agrees to a request to act in a higher position for one or more days they shall be paid on the higher scale as determined by centre/network roll and staffing responsibility.

(c) Operation of the salary scales for Positions of Leadership

The following shall apply:

(i) **Centre/Network Roll:** The centre/network roll is determined by the actual number of children enrolled in a centre or Home-based early childhood network, as at 30 June 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 review. If there is no agreement on a revised salary the appropriate rate set out below in (d) 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 an effected employee or employer can request that a salary review be undertaken. The member and the employer may be represented at such review. If there is no agreement on a revised salary the appropriate rate set out below in (d) 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) In the case of employees and salaried positions who work part time, the annual full-time salary applicable is divided by 2080 (52 weeks x 40 hours) to provide an hourly rate. To calculate what the annual base would be for the part-time employee, that rate is multiplied by the part-time employee's weekly hours and then multiplied by 52 weeks.

Leadership and kaiako rates differ depending on whether the employer has attested to Extended Parity or to Full Parity (see next sections). If an employer changes their attestation, they must advise both their employees and NZEI Te Riu Roa National Office (nzei@nzei.org.nz).

If the extended or full parity rates payable are increased, the parties agree that this document shall be automatically varied to include the new rates applicable.

SENIOR TEACHER / TUMUAKI

Extended parity rates (applies in cases of employers who have attested to Extended Parity)

Staffing responsibility	Commencement of agreement				
	Centre roll				
	0–25	26–50	51–100	101–150	151+
0 – 3	$85,457	$85,457	$86,160	$92,209	$100,411
4 – 6	$85,457	$86,160	$92,209	$100,411	$100,411
7 – 10	$86,160	$92,209	$100,411	$100,411	$104,516
11 – 15	$92,209	$100,411	$100,411	$104,516	$104,516
16 +	$100,411	$100,411	$104,516	$104,516	$104,516

Staffing responsibility	1 November 2026					1 November 2027				
	Centre roll					Centre roll				
	0–25	26–50	51–100	101–150	151+	0–25	26–50	51–100	101–150	151+
0 – 3	$86,739	$86,739	$87,452	$93,592	$101,917	$88,040	$88,040	$88,764	$94,996	$103,446
4 – 6	$86,739	$87,452	$93,592	$101,917	$101,917	$88,040	$88,764	$94,996	$103,446	$103,446
7 – 10	$87,452	$93,592	$101,917	$101,917	$106,084	$88,764	$94,996	$103,446	$103,446	$107,675
11 – 15	$93,592	$101,917	$101,917	$106,084	$106,084	$94,996	$103,446	$103,446	$107,675	$107,675
16 +	$101,917	$101,917	$106,084	$106,084	$106,084	$103,446	$103,446	$107,675	$107,675	$107,675

Full parity rates (applies in cases of employers who have attested to Full Parity)

Level	Commencement of agreement	1 November 2026	1 November 2027
K2	$101,120	$102,637	$104,177
Specified Criteria K2	$104,516	$106,084	$107,675
K3	$106,427	$108,023	$109,643
K4	$115,123	$116,850	$118,603

Full parity note: A senior teacher shall, unless they meet the criteria for K3, be paid at least the K2 rate. The proposed Specified Criteria K2 rate applies where one of the following criteria are met:

- Manage 7-10 staff and have a centre roll of 151 or more; or
- Manage 11-15 staff and have a centre roll of 101 or more; or
- Manage 16 or more staff and have a centre roll of 51 or more.

Definitions and minimum rates for K2, K3 and K4:

K2 means - employed to be in charge of a service, and who is not a K3 or K4 employee.

K3 means - employed to carry out professional support, guidance, and administrative roles, and responsible for the management of K2 employees, under delegation from their employer.

K4 means - employed to be responsible for the management of K3 employees.

HEAD TEACHER / KAIAKO KAIĀRAHI AND HOME-BASED TEAM LEADER

These rates are the same under Extended and Full Parity.

Staffing responsibility	Commencement of agreement	1 November 2026	1 November 2027
0 – 3	$81,797	$83,024	$84,269
4 – 6	$83,000	$84,245	$85,509
7 – 10	$84,200	$85,463	$86,745
11 +	$85,400	$86,681	$87,981

Head Teachers/Kaiako Kaiārahi and Home-based Team Leaders will be paid the applicable step above or the applicable step on the kaiako scale, whichever is the higher.

ASSISTANT HEAD TEACHER / KAIAKO TUATAHI AND HOME-BASED VISITING TEACHER

These rates are the same under Extended and Full Parity.

Centre roll	Commencement of agreement	1 November 2026	1 November 2027
0 – 25	$79,797	$80,994	$82,209
26 – 50	$80,797	$82,009	$83,239
51 +	$81,797	$83,024	$84,269

Assistant Head Teachers/Kaiako Tuatahi and Home-based Visiting Teachers will be paid the applicable step above or the applicable step on the kaiako scale, whichever is the higher.

EARLY CHILDHOOD TEACHER / KAIAKO

Minimum annual salary

Step	Qualification	Commencement of agreement		1 November 2026		1 November 2027	
		Extended parity	Full parity	Extended parity	Full parity	Extended parity	Full parity
1	P1, P2 and P3 entry	$57,358	$57,358	$58,218	$58,218	$59,091	$59,091
2		$59,544	$59,544	$60,437	$60,437	$61,344	$61,344
3	P3+ entry	$61,948	$61,948	$62,877	$62,877	$63,820	$63,820
4	P4 entry	$64,133	$64,133	$65,095	$65,095	$66,071	$66,071
5	P5 entry	$67,794	$67,794	$68,811	$68,811	$69,843	$69,843
6		$71,869	$71,869	$72,947	$72,947	$74,041	$74,041
7		$74,152	$76,261	$75,264	$77,405	$76,393	$78,566
8		$76,403	$81,566	$77,549	$82,789	$78,712	$84,031
9		$78,715	$85,915	$79,896	$87,204	$81,094	$88,512
10	P1-3 maximum	$81,112	$92,175	$82,329	$93,558	$83,564	$94,961
11	P3+, P4, P5 maximum	$85,457	$96,820	$86,739	$98,272	$88,040	$99,746

Extended and Full Parity rates are shown side-by-side for each effective date. Steps 1–6 are identical; the scales diverge from Step 7.

EARLY CHILDHOOD TEACHER / KAIAKO

Minimum hourly rate (for kaiako who are part-time or short-term relievers only)

Step	Qualification	Commencement of agreement		1 November 2026		1 November 2027	
		Extended parity	Full parity	Extended parity	Full parity	Extended parity	Full parity
1	P1, P2 and P3 entry	$27.58	$27.58	$27.99	$27.99	$28.41	$28.41
2		$28.63	$28.63	$29.06	$29.06	$29.49	$29.49
3	P3+ entry	$29.78	$29.78	$30.23	$30.23	$30.68	$30.68
4	P4 entry	$30.83	$30.83	$31.30	$31.30	$31.76	$31.76
5	P5 entry	$32.59	$32.59	$33.08	$33.08	$33.58	$33.58
6		$34.55	$34.55	$35.07	$35.07	$35.60	$35.60
7		$35.65	$36.66	$36.18	$37.21	$36.73	$37.77
8		$36.73	$39.21	$37.28	$39.80	$37.84	$40.40
9		$37.84	$41.31	$38.41	$41.93	$38.99	$42.55
10	P1-3 maximum	$39.00	$44.31	$39.58	$44.98	$40.18	$45.65
11	P3+, P4, P5 maximum	$41.09	$46.55	$41.70	$47.25	$42.33	$47.95

Part-time employees and short-term relievers are paid the hourly rate calculated by dividing the appropriate step's annual salary by 2080.

Translation to and placement on new Early Childhood Teacher / Kaiako scale:

A new scale applied from 2024. This scale applied from the date the employer has attested to and has received funding for full parity.

Current and new kaiako were placed on the step of the scale which reflected:

(a) What their qualifications require as to their entry point to the new scale;

(b) Each 2080 hours of recognised service working as a certificated teacher in New Zealand (licenced ECE centre, kindergarten or non-secondary school) counts as one step;

(c) Other previous relevant work experience within the last 10 years (untrained teacher, teacher aide/kaiawhina, family daycare coordinator in licenced home-based education and care services, overseas teaching experience if agreed between the employer and employee); each 4160 hours counts as one step.

Progression

Kaiako shall progress to the next step in the scale where they have completed 2080 hours of work on that step and are assessed as having met the Teaching Council Standards/ Ngā Paerawa for certification.

Where a teacher has been assessed as not meeting the Teaching Council standards, salary progression may be deferred. A kaiako/teacher must demonstrate they meet the standards to progress through the salary scale, and may seek advice and support from NZEI Te Riu Roa.

Part Time Employees and Short Term Relievers

Part-time employees and short-term relievers are paid at the hourly rate calculated by dividing the appropriate step's annual salary by 2080. Part-time employees and short-term relievers are appointed to and progress through the scale as set out above.

RATES APPLICABLE FOR ALL EMPLOYERS:

Unqualified Early Childhood Teacher/Kaiako

Minimum rate effective from commencement of agreement: $ per hour	**From 1 November 2026**	**From 1 November 2027**
$24.32	$24.68	$25.05

At all times the rates in this scale shall maintain a margin of 25 cents above the current minimum wage. Thus if the 2027 minimum wage is more than $24.43, the wage rate shall increase to maintain a margin of 25 cents above the minimum wage, and/or if the 2028 minimum wage is more than $24.80, the wage rate shall increase to maintain a margin of 25 cents above the current minimum wage.

In Training Early Childhood Teacher/Kaiako

Years of Service	Minimum rate effective from commencement of agreement $ per hour	From 1 November 2026	From 1 November 2027
1	$24.79	$25.16	$25.54
2	$24.99	$25.36	$25.74
3	$25.19	$25.57	$25.95
4	$25.40	$25.78	$26.17

At all times, the first step in this scale shall maintain a margin of 47 cents above the current unqualified kaiako rate payable (see above). This means in practice that the first step in this scale will always be a margin of at least 72 cents above the current minimum wage.

Where this means the first step in the scale is adjusted from the step shown above, the remaining steps in the scale will be adjusted to maintain the same relativity between the steps.

(e) Classification of employees - out-of-school care

(i) **Supervisor:** is an employee whose normal duties include administration work, the care of children in the programme, the supervision of the staff, and who has responsibility for the coordination and the daily routines of the programme.

(ii) **Qualified:** is an employee employed as a supervisor who has relevant experience and a teaching qualification (a Diploma of Teaching or its equivalent) or a relevant tertiary qualification, for example in Physical Education, Social Work, Fine Arts, Science, Music, Māori.

(iii) **Assistant supervisor:** is an employee whose duties include substantial responsibility for significant aspects of the normal duties of the supervisor, as well as the care of children in the programme, and who carries out the supervisor's duties in their absence.

(iv) **Out-of-school care employee:** is an employee engaged in the care of children in the programme.

(v) **Unqualified:** is an employee who has no relevant experience or qualifications recognised by the employer.

(vi) **Experienced:** is an employee holding previous relevant experience, recognised by the employer, or a qualification requiring a knowledge of child development (0-14 years), recognised by the employer.

(f) Wages schedule - Out-of-School Care

(i) The minimum wages payable to employees covered by this agreement are set out in the schedule sub-paragraph (iv) below.

(ii) **Progression:** An out-of-school care employee shall be paid on the appropriate scale and 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. It should be noted that progression on the scale was frozen during the term of the 28 October 2015 collective agreement and thus progression for employees who were covered by that agreement will not correlate to the number of steps that their service would otherwise suggest.

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

Out of School Care Supervisor - Qualified

Years of Service	Minimum rate effective from commencement of agreement: $ per hour	From 1 November 2026	From 1 November 2027
1	$25.50	$25.88	$26.27
2	$26.05	$26.44	$26.84
3	$26.60	$27.00	$27.41
4	$27.15	$27.56	$27.97
5	$27.70	$28.12	$28.54
6	$28.25	$28.67	$29.10
7	$28.79	$29.22	$29.66

If the minimum wage increases to a level beyond $25.88 on 1 April 2027, and/or if the minimum wage increases to a level beyond $26.27 on 1 April 2028, the above scales shall be adjusted by using the new minimum wage as step 1 and adjusting the remaining steps in each scale to maintain the same relativity between the steps.

Out of School Care Supervisor - Experienced

Years of Service	Minimum rate effective from commencement of agreement: $ per hour	From 1 November 2026	From 1 November 2027
1	$24.79	$25.16	$25.54
2	$24.99	$25.36	$25.74
3	$25.19	$25.57	$25.95
4	$25.40	$25.78	$26.17
5	$25.60	$25.98	$26.37
6	$25.81	$26.20	$26.59
7	$26.01	$26.40	$26.80

If the minimum wage increases to a level beyond $25.16 on 1 April 2027, and/or if the minimum wage increases to a level beyond $25.54 on 1 April 2028, the above scales shall be adjusted by using the new minimum wage as step 1 and adjusting the remaining steps in each scale to maintain the same relativity between the steps.

Out of School Care Assistant Supervisor

Years of Service	Minimum rate effective from commencement of agreement: $ per hour	From 1 November 2026	From 1 November 2027
1	$24.48	$24.85	$25.22
2	$24.58	$24.95	$25.32
3	$24.68	$25.05	$25.43
4	$24.79	$25.16	$25.54

If the minimum wage increases to a level beyond $24.85 on 1 April 2027, and/or if the minimum wage increases to a level beyond $25.22 on 1 April 2028, the above scales shall be adjusted by using the new minimum wage as step 1 and adjusting the remaining steps in each scale to maintain the same relativity between the steps.

Out of School Care Employee/Kaimahi

Minimum rate effective from commencement of agreement: $ per hour	From 1 November 2026	From 1 November 2027
$24.32	$24.68	$25.05

If the minimum wage increases to a level beyond $24.68 on 1 April 2027, and/or if the minimum wage increases to a level beyond $25.05 on 1 April 2028, the rate above shall be adjusted to use the new minimum wage.

(g) Classification and Wages Schedule of Administrative employees

(i) The minimum wages payable to administrative employees covered by this agreement are set out below.

(ii) **Administrative employee:** An administrative employee is an employee whose position involves a general range of administrative duties. The position may include centre finance, centre roll management, dealing with correspondence, data entry, and secretarial duties.

(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. It should be noted that progression on the scale was frozen during the term of the 28 October 2015 collective agreement and thus progression for employees who were covered by that agreement will not correlate to the number of steps that their service would otherwise suggest.

Administrative employee ($ per hour)
From 1 March 2010 clerical positions will be graded by the employer according to the level of skill, experience and responsibility which are required by the classifications in 6(g)(v)

- Any employee performing a mix of similar duties across two or more grades within one class shall be placed in the grade which reflects the substantive part of the job.

Any employee employed for two or more distinct positions shall be placed in the appropriate grade for each position.

(iii) Classification (from 1 March 2010)

Grade A: The position is closely supervised. It involves duties and tasks which are specified and clear and are carried out in accordance with well-defined procedures. The duties must be defined in detail, be free from ambiguity and give relatively little scope for discretion.

Note: Close supervision is not just about physical proximity. It is about little or no scope for any discretion about what the person is to do or how they do it.

Grade B: The position involves a range of duties for which additional knowledge, skills and experience are required to meet the needs of the centre. The position allows some scope for discretion on how and when the tasks are completed and is likely to involve periods without supervision.

Grade C: The position involves a range of duties for which a high level of skill, responsibility and specialist knowledge is required. It may include supervision of other non-teaching staff, centre roll management including enrolments and financial responsibility, in particular payroll. Where the position does not involve supervision of staff, it may involve management of specialist equipment or programmes which make a significant contribution to the running of the centre.

(iv) Movement between grades shall occur by appointment to an established position, or by re-grading of a position where the requirements of the position have altered substantially.

Administrative employee

Step	Minimum rate effective from commencement of agreement: $ per hour	From 1 November 2026	From 1 November 2027	
1	$24.32	$24.68	$25.05	**Entry Grade A**
2	$24.87	$25.24	$25.62	
3	$25.42	$25.80	$26.19	
4	$25.97	$26.36	$26.76	**Entry Grade B**
5	$26.52	$26.92	$27.32	
6	$27.07	$27.48	$27.89	**Top of Grade A**
7	$27.62	$28.03	$28.45	
8	$28.17	$28.59	$29.02	**Entry Grade C**
9	$28.72	$29.15	$29.59	**Top of Grade B**
10	$29.27	$29.71	$30.16	
11	$29.82	$30.27	$30.72	
12	$30.39	$30.85	$31.31	**Top of Grade C**

If the minimum wage increases to a level beyond $24.68 on 1 April 2027, and/or if the minimum wage increases to a level beyond $25.05 on 1 April 2028, the above scales

shall be adjusted by using the new minimum wage as step 1 and adjusting the remaining steps in each scale to maintain the same relativity between the steps.

Part 7
Hours of Work

(a) Hours of work – positions of leadership

(i) The ordinary hours of work for senior teachers, head teachers, assistant head teachers, home based team leaders, and home based visiting teachers shall not exceed 40 per week or 8 per day, to be worked from Monday to Friday inclusive.

(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 positions of leadership.

(iii) In the case of part time employees, the employee shall be paid an hourly rate calculated by dividing the salary for a full time employee by 2080.

(iv) The specific provisions relating to staff meetings are set out in Part 16.

(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, to be worked from Monday to Friday inclusive between the hours of 7am and 6pm.

(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.

(iii) In the case of part time employees, the employee shall be paid an hourly rate calculated by dividing the salary for a full time employee by 2080.

(iv) The specific provisions relating to staff meetings are set out in Part 16.

(c) Hours of work – other employees only

The ordinary hours of work shall not exceed eight per day nor be less than two 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 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, they may pay the employee to work additional hours to complete their non-contact work.

(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 a.m. and 2.30 p.m. 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 their contracted hours unless they are willing. It is expected that no child will be left unattended.

(g) On-Call Provisions – Home-based early childhood employees

On-call means that an employee is required to be available to respond to emergencies outside the employee's normal hours of work.

Any Home-based early childhood Team Leader or Visiting Teacher shall be paid the equivalent of two hours at the applicable rate of pay, or 2/2080ths of the applicable annual salary, for being on-call for a full week, or a fifth thereof for every day of being on-call.

(h) Short term reliever cancellation

This clause applies to short term relievers only.

Employers will give as much notice as reasonably possible if a shift needs to be cancelled.

If an employer cancels a shift, efforts will be made to roster the employee on an alternative shift of the same duration (unless the employee agrees to a shift of a different duration); however, this may not always be practicable. No compensation applies where the employer and employee agree on an alternative shift.

If the shift is cancelled with 48 hours' notice or more, no compensation will apply, whether the employer and employee are able to agree on an alternative shift or not.

The employer and employee are encouraged to agree to alternative shifts wherever possible. If the shift is cancelled with less than 48 hours' notice before the start of the shift, the employee will be paid compensation of no less than 50% of what they would otherwise have earned on the shift which was cancelled.

If the shift is cancelled or curtailed after the commencement of the shift, the employee will be paid what they would otherwise have earned on the shift which was cancelled or curtailed.

Part 8

Overtime – Waged employees only

Where waged employees work time in excess of the hours of work specified in 7(c), the additional time shall be deemed overtime and paid as follows:

(a) first three hours - time and a half;

(b) over three hours - double time after 9.00 p.m. and before 7.00 a.m.; or after midday Saturday and before 7.00 a.m. Monday; or on a public holiday.

The amount of time calculated as overtime shall be rounded up to the quarter hour.

Except in the case of an emergency situation/unforeseen circumstances such as a child not being collected at the end of the day, all overtime must be authorised in advance by the employer.

These provisions do not apply to positions of leadership or qualified and certificated teachers, who are covered by the provisions outlined in Part 7.

Part 9

Call-backs

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. Attendance at a staff meeting or other meeting planned in advance does not constitute a call-back.

Part 10
Terms of Employment

(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 and salary

Wages and salary shall be paid weekly or fortnightly by way of direct credit no later than Thursday.

(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 their 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 three working days without notification to the employer, they shall be deemed to have terminated their employment provided that the employer has made all reasonable efforts to contact the employee during this period.

(h) Trial period

No employment agreement applicable to employees covered by this Collective Employment Agreement will contain trial periods pursuant to sections 67A and 67B of the Employment Relations Act 2000, and any transaction pursuant to those provisions will have no effect with respect to persons covered by this agreement.

Part 11
Holidays

(a) Public holidays

(i) The employee shall be entitled to the following paid public holidays in accordance with the Holidays Act: Christmas Day, Boxing Day, New Year's 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, January 2, 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 January 2 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 number 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 continuous service an employee shall be entitled to annual paid leave of 4 working weeks.

(ii) Annual leave will continue to accrue while an employee is on

- ACC
- Parental leave
- Leave for military service
- Paid sick or bereavement leave
- Periods of leave without pay of less than four weeks

(iii) Annual holidays shall be taken at a time agreed by the employer and the employee except where the employer gives notice to an employee to take leave in accordance with the Holidays Act or 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.

(iv) 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.

(v) An employee who has completed three years' continuous service with the same employer 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.

For example:

An employee who commenced employment on 1 February 2015 becomes entitled to five weeks' holiday on 1 February 2018 and on each subsequent anniversary date.

(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) 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 a bereavement while on annual leave the employer shall agree that the employee can take a 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.

This entitlement must be taken within the year it falls due. This leave can by mutual agreement be deferred to the next calendar year. If it is not taken within this timeframe, the leave will be forfeited.

Part 12
Sick and Related Leave

(a) Sick leave

(i) After two week's continuous service employees shall be entitled to sick leave of 12 working days per year, provided that part-time and fixed term 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, from their next anniversary on or after 24 July 2021.

(ii) Sick leave can be used when an employee is sick or injured, or when the employee's spouse/partner 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, 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 Schedule 1 of the Health Act 1956, or where a teacher/kaiako is excluded from the workplace under the Education (Early Childhood Services) Regulations 2008 (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

Employees may utilise their sick leave entitlement to attend to the medical needs of a partner or dependant.

(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 employer may request the employee to provide information relevant to the employee's medical prognosis. The options available or proposed next steps could include additional leave without pay granted at the employer's discretion.

(e) 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 employer may request the employee to provide information relevant to the employee's medical prognosis. The parties will reach agreement on the appropriate option or proposed next steps 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.

(f) 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 they become 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 situation shall be assessed by the Medical Officer of Health on an individual basis to decide if immunisation would be appropriate.

Part 13

Special Leave

(a) Bereavement/tangihanga leave

An employee shall be entitled to five days' leave without loss of pay on each occasion on the death of the employee's partner, child (including step and whangai), father, mother, brother, sister, mother-in-law, father-in-law, grandparent or grandchild. Bereavement leave may also be taken in the case of an employee, or their partner, suffering a miscarriage or stillbirth, as set out in the Holidays Act.

An employee shall be entitled to one day's leave without loss of pay on each occasion on the death of any other person where the employer accepts, having regard to relevant factors such as those set out below, that the employee has suffered a bereavement. Relevant factors include:

- The closeness of the association between the employee and the deceased person
- whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death
- any cultural responsibilities of the employee in relation to the death.

Additional bereavement leave with or without pay, may be granted at the employer's discretion.

(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 (an employee with six months service is entitled to up to six months leave). 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 three months 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 their employment after a break in service for parental leave, they shall maintain any service entitlements to sick leave and service pay accrued before their 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 six 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 their partner's child;

(ii) to provide support for their 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 a minimum of two working days and a maximum of seven working days per year as negotiated between the employer and employee paid professional development leave to enable them to:

- Attend courses or carry out coursework which enable the employee to gain or maintain requirements of being a certificated teacher and enhance their teaching practice

- Attend in-service courses, training courses, hui, meetings, seminars, or conferences (other than union meetings/seminars/ training courses/conferences) directly related to their work

- Fulfil 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.

Professional development leave cannot be accumulated and must be taken in the leave year in which the employee becomes entitled to it.

(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.

(iv) **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 their work, provided that an employee's right to professional development leave shall not be affected.

(v) Unpaid examination leave may be granted to an employee to sit examinations not directly related to their 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 totalling more than four weeks 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) Training provisions for out of school care employees/kaimahi

(i) An out-of-school care employee/kaimahi will be encouraged to enrol 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.

(h) 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 as soon as practicable. The employee will provide evidence of hours attended and will be available for work as soon as they are not required by the Court. Any Court fees received whilst on paid leave are remitted to the employer.

Part 14
Reimbursing Allowances

(a) Motor vehicle running expenses

Any employee who has the approval to use their car for centre purposes, or is required to relieve in another centre owned by their employer, shall be reimbursed in accordance with Inland Revenue Department mileage rates.

(b) Clothing reimbursement

Employees, with the exception of salaried teachers/kaiako, shall receive $1.50 ($1.54 from 1 November 2026) per day as reimbursement for clothing purchased except where a uniform is provided by the employer.

(c) Professional development expenses

Employers shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences which are agreed between the employer and employee pursuant to sub-clause (d) of part 13. Travel and accommodation expenses will be at the discretion of the employer.

(d) Meal allowance

Subject to clause 8, an employee who is required to work 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 ($10.30 from 1 November 2026).

(e) First Aid certificate

Where permanent early childhood teachers/kaiako complete or renew First Aid certificates, the employer shall meet any costs incurred. Where an employee has allowed their first aid certification to lapse, the employee shall be responsible for the difference in cost between the first aid refresher and full comprehensive course costs of becoming certified again. This shall not apply if the employee was unable to maintain their certification through no fault of the employee's own (e.g. lack of available maintenance training).

Part 15
Teacher Certification

(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 their certification mentor by mutual agreement, with the approval of the employer.

An allowance is payable to each tutor teacher responsible for overseeing the advice and guidance programme of $200 ($206 from 1 November 2026) per annum. Where a tutor teacher is responsible for tutoring more than one provisionally certificated teacher in the same service the employer shall only be required to pay one allowance to that tutor teacher.

(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.

Part 16

Staff Meetings

Staff meetings may be held within opening hours or outside of opening hours, and will be within employees' agreed hours of work.

In the case of salaried employees, attendance at regular staff meetings will either be included in the employee's usual hours of work, or the employee will be entitled to time off in lieu if the staff meeting is in addition to the employee's usual hours of work.

In the case of waged employees, if staff meetings are held outside or in excess of the hours of work specified in Part 7(c), additional payment/overtime will apply as applicable.

Part 17

Union Rights

(a) Worksite representatives

(i) The NZEI Te Riu Roa members may meet to elect a worksite representative; the timing of the meeting shall be as agreed with the employer and shall not exceed half an hour.

(ii) The employer will provide an opportunity for the worksite representative to contact new staff as part of an orientation process to discuss NZEI Te Riu Roa membership.

(iii) The employer recognises that the worksite representative may from time to time undertake their responsibilities at work, such as assisting a fellow employee in a disciplinary meeting or participating in collective bargaining. Arrangements will be agreed between the worksite representative and their employer and both parties will balance the workplace representative's primary responsibility as an employee with their responsibilities as a worksite representative.

(iv) 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.

(b) Right of Entry

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.

(c) Union Noticeboard

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

(d) Union Meetings

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.

(e) Union Membership

(i) An employer shall provide information to NZEI Te Riu Roa about new employees where the new employee agrees to the employer doing so.

(iii) 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.

(iv) The employer shall deduct union subscriptions from the wages payable to existing union members as authorised by the union member and the union.

The union may make alternative subscription arrangements with new members.

Union subscriptions deducted shall be deducted at fortnightly or monthly intervals. Employers may deduct an administration fee of no more than 2.5%.

Part 18

Professional Learning and Development Plans

The parties agree that employers will put in place annual professional development plans with employees.

The purpose of a professional development plan would be to identify and plan to achieve appropriate professional development for the employee, taking into consideration the employee's identified appraisal goals and the employer's objectives, resources, and strategic plan.

Such plans will be developed at the time of the annual appraisal process when objectives are being discussed for the next year, or may take place at a different time as agreed between the employer and employee.

Qualified teachers need to complete their requirements towards their professional growth cycle annually.

Part 19

Change, Consultation and Redundancy

(a) Principles of Change

The parties bound by this agreement recognise and agree that:

(i) Change may be brought about by changes in the operating environment of the Early Childhood Education sector, changing community needs, by the organisation looking for ways by which improvement to quality and delivery of service may be achieved or to ensure the financial sustainability of the organisation;

(ii) In order to achieve quality early childhood education, the needs and interests of employees, children, families/whanau, community and the employer must all be considered.

(iii) There are positive ways in which the process of change can be approached and utilised to the benefit of all. Planning, prior to and during change, is recognised as an important part of any managed approach.

(iv) The employer has the right to plan, manage, organise and finally decide on the operation of the centre/service. However, effective and successful changes to the organisation benefit from the involvement of employees. This includes timely and appropriate consultation.

(b) Consultation

Where the employer wishes to consider changes to the operation of a centre/service, including but not limited to licence type, hours of operation or staffing structure they will provide employees with a genuine opportunity to be involved. The employer will consult with affected and potentially affected employees prior to making any final decision about change. The employees may seek the involvement of NZEI Te Riu Roa.

Where the proposed change will, or is likely to, affect the employee's employment and/ or conditions of employment, the employer must consult with NZEI Te Riu Roa as per the requirements of section 4 (4) (c) of the Employment Relations Act 2000. The employer will advise NZEI Te Riu Roa prior to advising members, to provide an opportunity for NZEI officials to be available to members. Such prior notice will not include sensitive information and the union party understands the need for strict confidentiality.

Where redundancy may be an outcome, consultation shall include the employer providing information about the proposed change and the reasons for it, and inviting feedback from the potentially affected employees and NZEI Te Riu Roa about the proposal, including possible alternatives to redundancy. The employer shall give

consideration to the feedback and to possible alternatives to redundancy before making a final decision.

(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 overall no less favourable terms and conditions of employment; and
(iii) with comparable duties and responsibilities shall constitute a reasonable offer for the purpose of this provision.

However, an offer of suitable alternative employment, that involves reduced earnings, may be acceptable to the employee. In such circumstances the employer shall pay compensation for loss of earnings to the employee as set out in clause 19(d) on a pro-rata basis.

(d) Redundancy notice and compensation

If, following consultation, no alternative to redundancy is arrived at, the employer shall give the affected employee/s in accordance with clause 10(a) four weeks' notice of termination of employment due to redundancy and the employer shall pay redundancy pay calculated as follows:

4 weeks' pay for the first year of service with the same employer and thereafter 2 weeks' pay for every year or part year of service with the same employer to a maximum of 13 weeks. Refer to Appendix B(b).

(e) Assistance

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) Employee Protection Provision

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:

(i) Where practicable, the employee will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.

(ii) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.

(iii) The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of sub clause (ii) above, no redundancy situation will arise, and the employee will not be entitled to receive redundancy compensation, whether or not the employee chooses to accept the offer of employment. The employee will be entitled to one month's notice of termination of employment with the employer (which is not in addition to any other notice period specified within this agreement).

(iv) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of sub clause (ii) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive one month's notice of termination (which is not in addition to any other notice period specified in this agreement) and redundancy compensation under this clause.

Part 20

Working Facilities

(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 them.

(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

(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; and

(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

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 Te Riu Roa 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 sub clause (c) or sub clause (d) 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 sub clause (c) or sub clause (d) will be notified in writing to the other party.

(c) Competency

(i) 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.

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

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

- The timeframe 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;

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

- A copy of any written report to the employer or to the Teaching Council of Aotearoa New Zealand made by any person or persons undertaking the evaluation shall be given to the employee;

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

- If the above steps 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 (d).

(d) Disciplinary Procedures

(i) Where an employer has a complaint/concern(s) regarding an employee's conduct of duties, treatment of a child or any other matter except competency, the employer shall inform the employee of their right, at any stage, to representation, and:

- advise the employee in writing that the disciplinary procedure in the agreement is being followed, and

- without delay advise the employee in writing of the particulars of the complaint(s); and

- investigate the facts of the complaint(s)/concerns(s), including discussing the complaint(s) with the employee concerned;

(ii) After allowing reasonable time for the situation to be resolved, if there are further complaint(s)/concern(s) which have arisen despite taking the steps in (i), the employer shall:

- advise the employee in writing of the particulars of the concern(s);

- allow the employee sufficient time to contact a union representative to discuss the allegations made;

- meet with the employee and their representative to discuss the complaint/concern(s) and give proper consideration to the employee's side of the story and/or any explanation made;

- advise the employee that their employment is at risk, if appropriate.

(iii) After and within a reasonable period, if there are further complaint(s)/concern(s) which have arisen despite taking the steps in (ii), the employee shall be liable to dismissal. Where a dismissal occurs, the employer will advise the union.

(iv) Should there be a period of six to twelve months (depending on severity) or more between or after warnings, a further complaint/concern against an employee shall be deemed to be their first offence under the disciplinary procedure.

(e) Suspension

(i) If an allegation is deemed sufficiently serious an employee may be either suspended with or without pay, or transferred temporarily to other duties.

(ii) The employer shall not suspend an employee without first allowing the employee a reasonable opportunity to make submissions about whether suspension is appropriate in the light of the allegations. However, where the employer is satisfied the welfare and safety of any child or another employee warrants it, immediate suspension may occur.

(iii) 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.

(iv) If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

(f) Instant Dismissal

Nothing in this clause prevents dismissal without notice in the case of serious misconduct.

Part 23

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** (except in the case of allegations of sexual harassment, where the time limit is 12 months) - 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 0800 NZEI HELP 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. In the case of allegations of sexual harassment, the personal grievance must be raised with the employer within 12 months of the personal grievance occurring.

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 either an unjustified action of their employer, or by their employment agreement not complying with section 67C, 67D, 67G or 67H.
- 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.
- Their employer has failed to comply with a requirement of Part 6A or contravened section 67F or 67G(3).
- Their employer has engaged in adverse conduct for a prohibited health and safety reason or contravened section 92 (which prohibits coercion or inducement) of the Health & Safety at Work Act 2015.
- Their employer has retaliated or threatened to retaliate against them in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because they intend to make or have made a protected disclosure).

This link provides the full definitions in the Employment Relations Act 2000

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 https://www.employment.govt.nz/

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 24

Reduction of Salaries, Wages and Conditions

Except as explicitly provided by this agreement, for example in Part 6, no employee coming within the scope of this agreement shall have their wages or salary or conditions (except those in the settlement of this agreement relating to Higher duties, Hours of work, Overtime, Tutor Teacher Allowance) reduced by reason of the operation of this agreement.

Part 25

Domestic/Family Violence Support

Employees who experience domestic/family violence can seek support and assistance from their employer.

Family violence leave

Family violence leave shall be granted in accordance with the provisions of the Holidays Act 2003 and its amendments.

In accordance with the Holidays Act, an employee who is experiencing family violence is eligible for family violence leave after six months current continuous service with their employer; the entitlement is to up to 10 days leave in each subsequent 12 month period. The employer may require evidence that the employee is affected by family violence. This section is added to provide general information about the entitlement provided by the Act and does not replace the provisions of the Act.

Flexible working arrangements

In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

Schedule A

Employer Name	Service
Adelaide Early Childhood Centre	Adelaide Early Childcare Centre
Alexandra Childcare Centre	Kopuwai Early Learning Centre
Andersons Bay Community Kindergarten Incorporated	Andersons Bay Community Kindergarten
Ara Institute of Canterbury	Ara Early Learning Centre
Aranui Wainoni CCCC Association Incorporated	E Tipu E Rea Early Learning Centre
Aro Valley Preschool Cooperative Incorporated	Aro Valley Community Pre-School
Arrowtown Pre-School	Arrowtown Preschool (Cotter Ave)
	Arrowtown Preschool (Durham Street)
Arthur Burns Preschool	Arthur Burns Preschool
Avonside Early Childhood Centre	Avonside Early Childhood Centre
(Gisborne) Awapuni Under Fives Pre-School	Awapuni Under Fives Pre-School
Bernard Goldwater Educational Trust	Kadimah Preschool
Bowen Early Childhood Education Centre	Bowen Childcare Centre
Cambridge Road Kindergarten	Riverlea Kindergarten
Capital Kids Co-Operative Childcare Centre Incorporated	Capital Kids Co-Operative
City Kid Childcare Centre Incorporated	City Kids Childcare Centre
Collectively Kids Limited	Collectively Kids Limited
Community Wellbeing North Canterbury Trust	Karanga Mai Early Learning Centre
Devonport Community Creche	Devonport Community Creche
Dunedin Community Child Care Association Incorporated (Pioneers)	Pioneers Elm Row
	Pioneers Home Central
	Pioneers Koputai
	Pioneers Nursery
	Pioneers Russel Street
Dunedin Hospital Early Childhood Centre Incorporated	Dunedin Hospital Early Childhood Centre
	Wairaki Hospital Early Childhood Centre
East Coast Bays Community Creche Incorporated	East Coast Bays Community Creche
Eastern Institute of Technology	Ōtātara Children's Centre
Family Link Society Incorporated	Family Link Childcare Centre
Finlayson Park Community Education Trust	Finlayson Park Childcare Centre
First Years Pre-School Incorporated	First Years Pre-School Inc
Gracefield Early Childhood Centre Incorporated	Gracefield Early Childhood Centre
Hill Street Early Childhood Centre Incorporated	Hill Street Early Childhood Centre
Karori Childcare Centre Incorporated	Karori Childcare Centre
Karori Kids Inc	Karori Kids Inc
Kelston Early Childhood Centre	Kelston Community Trust
Kidzone Public Servants Newtown Childcare Centre Society Inc	Kidzone Public Service Childcare Centre
Kilbirnie Community Creche Incorporated	Kilbirnie Early Learners
Leigh Community Preschool Inc.	Leigh Community Preschool Inc
Little Pipis Childcare Incorporated	Little Pipis Early Childcare
Lower Hutt Public Service Childcare Centre Incorporated	Nga Tamariki Early Childhood Centre

Lynfield College Community Childcare Centre Incorporated	Lynfield College Community Creche
Mana Montessori Preschool	Mana Montessori Preschool
Marton Junction Community Pre-School	Marton Junction Community Pre-School Management
Methven Creche Association Incorporated	Methven Pre School
Moriah Kindergarten Incorporated	Moriah Kindergarten
Newlands Childcare Incorporated	Newlands Childcare
Newtown Community Creche Incorporated	Newtown Early Learning Centre
Northcote Point Community Preschool Incorporated	Northcote Point Community Creche
Northland Community Preschool Incorporated	Northland Community Preschool
Opunake Communities Kindergarten	Opunake Communities Kindergarten
Otago Polytechnic PolyHigh Community Childcare	Polykids
Otago University Childcare Association	Ropu Tiaki Tamaiti (College Centre)
	Te Pa
Peninsula Community Preschool Incorporated	Peninsula Community Preschool
Picton Community Early Learning Centre (Incorporated)	Picton Community Early Learning Centre
Playhouse Incorporated	Playhouse Childcare Centre
Polyhigh Community Childcare Centre Incorporated	Polyhigh Community Childcare Centre
Rangiora High School Nursery School Trust	Rangiora Nursery
Redhills Community Kindergarten	Redhills Community Kindergarten
Rotorua Girls High Childcare	Rotorua Girls High Childcare
Rutherford Pre-School Incorporated	Rutherford Pre-School
Rutherford Street Kindergarten Incorporated	Rutherford Street Kindergarten
Southern Cross Campus Pre-School	Southern Cross School
St Mary's Preschool Incorporated	St Mary's Preschool
Sydenham Community Preschool Incorporated	Sydenham Community Preschool
Te Kōhanga Reo o Mana Tamariki	Te Kōhanga Reo o Mana Tamariki
Te Reanga Childcare Centre	Te Reanga Childcare Centre
Toi Ohomai Institute of Technology	Toi Ohomai Childcare Centre
Upper Hutt Child Development Trust	Marlborough Street Childcare Centre
Victoria Early Learning Centre Incorporated	Victoria Early Learning Centre
Waiheke Community Childcare Centre	Waiheke Community Childcare Centre
Waimate Childcare Centre Incorporated	Waimate Childcare Centre
Wellington City Rudolf Steiner Kindergarten	Wellington City Rudolf Steiner Kindergarten

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.

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

1 The maximum number of days of employment relations education leave that NZEI Te Riu Roa 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 Te Riu Roa 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 Te Riu Roa 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 Te Riu Roa 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 Te Riu Roa 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 Te Riu Roa has not complied with (1).

(iv) Allocation of employment relations education leave calculated in respect of another employer:

1 NZEI Te Riu Roa 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 Te Riu Roa 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 their 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

Legacy provisions

Employees who were members of NZEI Te Riu Roa as at 26 November 2013 of this agreement shall be entitled to the following redundancy compensation formula instead of the formula provided in clause 19(d), provided they remain members of the union:

4 weeks' pay for the first year of service with the same employer and thereafter 2 weeks' pay for every year or part year of service with the same employer to a maximum of 24 weeks.

This is not available to employees who are not NZEI Te Riu Roa members (see Part 2 (a)).

SIGNED BY THE PARTIES TO THE BARGAINING

For NZEI Te Riu Roa

_____ _____

Jen Natoli Dated

For Te Rito Maioha Early Childhood New Zealand represented employers

_____ _____

Kathy Wolfe Dated