



**Early Learning  
Counties Manukau**

**CENTRE MANAGERS COLLECTIVE EMPLOYMENT  
AGREEMENT BETWEEN EARLY LEARNING COUNTIES  
MANUKAU & NZEI TE RIU ROA**

27 September 2021 – 27 September 2023

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# 1 PART ONE: OPERATION OF AGREEMENT

## 1.1 PARTIES TO THE AGREEMENT

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:

- Early Learning Counties Manukau (“ELCM”); and
- NZEI Te Riu Roa (“NZEI”) and employees as defined in clause 1.3 who are members of NZEI.

## 1.2 COVERAGE

Employees are covered by this agreement when employed by ELCM and who are members of NZEI in an early childhood centre in the following capacities:

- Centre Manager

## 1.3 DEFINITIONS

Centre Manager means an employee primarily employed in the Centre Manager role, who has completed a recognised ECE teaching qualification and recognised by the Teachers Council of Aotearoa for registration or certification, and who is in addition to the usual duties as a qualified teacher, is employed as a Centre Manager according to the relevant job description.

## 1.4 TERM OF AGREEMENT

This agreement shall come into force on 27 September 2021 and be in place for a term of two years, expiring on 27 September 2023.

## 1.5 VARIATIONS

- a) The terms and conditions contained in this agreement may be varied during its term by written agreement between the parties to this agreement.
- b) **Government Funding Increases for Staff Remuneration – Collective Bargaining:** In the event the Government provides further increases to funding for staff remuneration for those who are employed under this CEA, then parties agree to reconvene collective bargaining one year after the date of ratification to negotiate salaries only. For the avoidance of doubt, the ability to initiate bargaining under this provision is conditional on the Government increasing funding targeted or otherwise specifically intended for staff remuneration and should no increases in funding for this purpose be made by the Government then the parties cannot enter into bargaining under this provision. Further, should the Government increase funding for this purpose and the parties enter into bargaining under this provision, then that bargaining process and any associated claims are to be strictly limited to staff remuneration only.

## 1.6 APPOINTMENTS

- a) All part-time and full-time positions shall be permanent unless identified as fixed-term, or casual positions.
- b) Offers of employment will be confirmed in writing including:
  - i. the proposed position;
  - ii. whether the appointment is permanent, fixed-term or for casual employment;
  - iii. salary or rate of pay; and
  - iv. except in the case of casual employees, the hours of work, the contact hours and non-contact time.
- c) Fixed-term or temporary employees may be employed where operational circumstances so require and shall be given a written letter of appointment setting out the reason for the fixed-term/temporary nature of their employment, and the circumstances, which will bring the employment to an end.
- d) Casual employees may be employed as operational circumstances so require. Casual employees work only as-and-when-required and there is no expectation of ongoing work. Casual employees can accept or reject any offer of casual work. Each engagement undertaken by the casual employee is a standalone employment arrangement and the employment shall be at an end at the completion of the work required.

## **2 PART TWO: HOURS OF WORK AND TYPE OF EMPLOYMENT**

### **2.1 CENTRE MANAGER**

#### **2.1.1 HOURS OF WORK**

- a) A salary is offered which includes recognition of the fact that the employee will work additional hours from time to time and said salary is full compensation of any additional hours, unless otherwise agreed between ELCM and an employee. A monthly staff meeting of no more than 4 hours is included in this salary. There may, however, be occasions when salaried Centre Managers are required to work outside ordinary hours or their contracted hours to fulfil the duties and responsibilities of their position or for other purposes connected with their employment. *Refer to clause 3.6 Additional Hours and Time in Lieu* for additional entitlements in this regard.
- b) 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 who works three or more hours that day, and a rostered unpaid one-hour lunch break daily for each employee who works five or more hours that day.
- c) The lunch break may be reduced to 30 minutes by mutual agreement between employee and employer.

#### **2.1.2 PROFESSIONAL TIME**

- a) Full-time Centre Managers are entitled to fifteen hours of the total ordinary hours for which they are employed each week to be worked as professional time. Part-time employees are entitled to the pro-rated number of hours (rounded to the nearest half hour).
- b) Professional time is time spent undertaking responsibilities other than child contact within a teacher/educator normal hours of work and may include but is not limited to such work as required to fulfil the duties of a Centre Manager.
- c) Availability to the children in cases of accident or emergency will not be diminished during this period.
- d) No children will be left unattended.

### 3 PART THREE: REMUNERATION

#### 3.1 PAY SCALES

Refer to Appendix 1.

#### 3.2 OPERATION OF THE PAY SCALE FOR CENTRE MANAGER

The following shall apply:

**Daily Maximum Centre Roll:** The centre roll is determined by the actual number of children enrolled (per day) in a centre 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 in *Appendix 1* shall apply on the following 1 December.

**Staffing Responsibility:** Staffing responsibility shall be determined as the number of permanent full-time employees, including the full-time equivalent (FTE) hours of part-time, part-year employees and job share positions. 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 in *Appendix 1* shall apply six months after the increase or decrease in staffing FTE numbers.

#### 3.3 PROGRESSION ON A SCALE

Where progression on a pay scale is applicable, an employee's progression on the relevant pay scale shall be on an annual basis on the employee's anniversary date, subject to competent performance.

#### 3.4 PROVISION OF MEALS

The employer shall provide reimbursement for costs for meals up to a maximum of \$20.00 per meal incurred by the employee where the employer requires an employee's attendance at a meeting that prevents the employee returning home for the evening meal.

#### 3.5 PAYMENT OF SALARIES

- a) A salary is offered which includes recognition of the fact that the employee will work additional hours from time-to-time.
- b) A monthly staff meeting of no more than four hours is included in this salary.
- c) There may, however, be occasions when salaried centre managers are reasonably required to work outside ordinary hours or their contracted hours to fulfil the duties and responsibilities of the position or for other purposes connected with their employment and the discharge of their duties.
- d) Salaries shall be paid fortnightly by direct credit to the employee's nominated bank account.

#### 3.6 ADDITIONAL HOURS AND TIME IN LIEU

- a) By agreement between the employer and employee, where an employee is required to work additional hours that are deemed to be in excess of reasonable expectation to fulfil the responsibilities of their employment and to complete the discharge of duties (*refer Part 3*) time in lieu will be taken instead of payment for the additional hours.
- b) Approved time in lieu shall be on an hour-off-for-an-hour-worked basis.



### **3.7 CALCULATION OF PERMANENT FULL-TIME AND PERMANENT PART-TIME SALARY**

- a) The fortnightly rate payable shall be equivalent to the annual salary divided by 26.
- b) The daily rate payable shall be equivalent to 1/10 of the fortnightly rate.
- c) A part-time employee's salary shall be paid at 1/40th of the applicable full-time weekly salary for each hour of work.
- d) On completion of 2080 hours of work, (the same numbers of hours as are worked by a full-time teacher in a year), a part-time employee shall be eligible to progress to the next step of the relevant salary scale.

### **3.8 DEDUCTIONS FROM SALARIES**

Deductions may be made from an employee's salary for time lost due to sickness, accident, default, leave without pay or other reason agreed to by the parties. Deductions may be made from an employee's final wages for any debt owing by the employee to the employer or for any property of the employer that the employee has not returned.

### **3.9 OVERPAYMENTS**

- a) It is the responsibility of both the employer and the employee to ensure that payments are correct.
- b) Where an overpayment does occur the employer is entitled to recover the overpayment, provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and a full explanation of the reasons for the overpayment. The employee shall be consulted about the method of recovery, which must be reasonable and shall be spread over more than one pay week if the deduction of one lump sum would be too onerous for the employee.

### **3.10 MOTOR VEHICLE RUNNING EXPENSES**

Any employee who has the employer's prior approval to use her/his car for centre purposes, or is required to relieve in another centre owned by their employer, shall be reimbursed according to the applicable IRD rate.

### **3.11 EXPENSES INCURRED WHILE ATTENDING COURSES**

- a) Where an employee attends a retraining course or any other course related to that employee's employment, the employer shall reimburse actual and reasonable expenses incurred by the employee, subject to the conditions of any current policies or procedures in place, and prior approval of these expenses by the employer, and provision of receipts.
- b) Where attendance at courses is required by the employer, actual and reasonable expenses shall be met by the employer including travel costs and course fees. For the purposes of this clause:
  - i. travel costs are set out in 3.11(a);
  - ii. employees will 'car pool' where practicable; and
  - iii. where the employer arranges a course and employees choose to attend the course in a different location and/or at a higher cost, employees shall receive those expenses that would have been incurred in attending the course arranged by the employer.

## **4 PART FOUR: HOLIDAYS AND LEAVE PROVISIONS**

### **4.1 PUBLIC HOLIDAYS**

The employee shall be entitled to the following public holidays, on pay, where they fall on days that would otherwise be working days for the employee: 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 the Matariki public holiday set to be introduced in 2022.

### **4.2 ANNUAL LEAVE**

- a) On completion of 12 months' service, an employee shall be entitled to five (5) weeks annual leave, to be taken and paid in accordance with the Holidays Act.
- b) Employees shall take their annual leave when centres are closed except where otherwise agreed.

### **4.3 SICK LEAVE**

- a) Sick leave provision shall be inclusive of and not in addition to the provision of the Holidays Act 2003 or any amendments.
- b) Employees are entitled to ten days sick leave per annum, with five days provided after two weeks of continuous service, and a further five days after six months of continuous service. Thereafter, each year on their anniversary date, employees are entitled to ten days sick year per annum.
- c) Employees in part-week positions are entitled to sick leave on a proportionally reduced basis provided the entitlement is not less than five days per annum.
- d) Sick leave can be used when an employee is sick or injured, or when the employee's spouse or partner or a person who depends on the employee for care is sick or injured. For the avoidance of doubt, the employee's family / whanau shall include the employee's spouse or partner, a dependent child or dependent parent of the employee or of the employee's spouse or partner or any relative or person who is demonstrated to have a dependency on the employee.
- e) Unused sick leave shall accumulate up to a maximum of 20 days.
- f) If the period of absence on sick leave exceeds three consecutive calendar days, the employee may be required to provide proof of the injury or illness.
- g) Sick leave can be used for attendance at doctor, dentist and hospital appointments.
- h) Where an employee changes the number of days they work per week, the sick leave entitlement shall change to the appropriate entitlement for the new number of days worked per week from the next entitlement to sick leave.

### **4.4 BEREAVEMENT LEAVE / TANGIHANGA LEAVE**

Bereavement leave shall be provided in accordance with the provisions of the Holidays Act (2003). Provision shall be inclusive of and not in addition to the provision of the Holidays Act (2003) or any amendments.

- a) An employee shall be entitled to up to four days leave on pay on the death of a person with whom they have had a close association, due to blood or family ties or cultural obligations including significant responsibility for the arrangements for the ceremonies resulting from the death.
- b) One day's bereavement leave shall be allowed on the death of any other person where the employer accepts that the employee has suffered a bereavement at the time of the death.
- c) Additional leave, with or without pay, may be granted at the employer's sole discretion.

## 4.5 FAMILY VIOLENCE LEAVE AND FLEXIBLE (SHORT-TERM) WORKING ARRANGEMENTS

- a) After six months of continuous employment with the Employer (or alternatively in accordance with section 72D(1)(b) of the Holidays Act 2003), the Employee will be entitled to up to ten days paid family violence leave, subject to the Employee's eligibility under the Holidays Act 2003 (or subsequent amendments thereto). The Employee may take family violence leave if he/she is affected by family violence (regardless of when the abuse has occurred). The Employee must notify the Employer if he/she needs to take family violence leave as soon as possible before his/her usual start time, and the Employer may request proof of the occurrence of family violence. The family violence leave entitlement renews every 12 months but cannot be carried forward.
- b) The Employee will be entitled to request flexible work arrangements for a period of up to two months in accordance with the Employment Relations Act 2000, subject to the Employee's eligibility under that Act.

## 4.6 PARENTAL LEAVE

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act.

## 4.7 SPECIAL LEAVE

Special leave, with or without pay, may be granted at the employer's sole discretion to cover special circumstances not otherwise recognised.

## 4.8 JURY SERVICE/ COURT LEAVE

- a) Where an employee is legally required to attend court for jury service or work related purposes, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's basic daily pay shall be made up by the employer, provided that:
  - i. Upon receipt of notification of the requirement to attend court the employee shall advise the employer, and
  - ii. The employee produces the Court expenses voucher to the employer, and
  - iii. The employee returns to work immediately on any day that they are no longer required by the Court.
- b) Payments for court leave shall be made for up to a maximum of five days in respect of each separate period of jury service/court attendance.
- c) Where the employee has been paid their usual payment by the employer in anticipation of the employee reimbursing the employer for the fees paid by the court, the employee may:
  - i. provide evidence of the payment received for jury service to the employer so that the employer can deduct this amount from the employee's next pay; or
  - ii. reimburse the employer no later than one month after the employee receives the court payment.
- d) If the employee fails to either reimburse the employer or provide details to the employer for deduction in accordance with 4.8(c)(i) or 4.8(c)(ii), the employer shall be entitled to deduct the payment the employer made to the employee for the jury service attendance from wages due to the employee.
- e) If in exceptional circumstances the employee is physically unable to organise the payment (for example, in the case of extended sick leave) the employer and employee may agree on an alternative timeframe.

#### 4.9 PROFESSIONAL DEVELOPMENT LEAVE

- a) Full-time permanent Centre Managers are entitled to a minimum of seven paid working days per year professional development relevant to their role.
- b) Permanent part-time employees shall be entitled to professional development as above calculated on a pro rata basis.
- c) Unused entitlement is not carried into the next year.
- d) Professional development may include:
  - i. Learning and development which the employer requires the employee to participate in; and/or
  - ii. Learning and development opportunities relevant to the employee's role identified by the employee or employer and agreed by both parties.
- e) Where an employee is required by the employer to attend a meeting, hui, conference or course, the employee may be granted time off in lieu when;
  - a) the meeting, hui, conference or course falls on a day of the week not normally worked by the employee, provided that:
    - i. The employee has prior approval to attend
    - ii. The hours of attendance have been approved prior to attendance
    - iii. The meeting, hui, conference or course could not be otherwise provided during usual working days
    - iv. The meeting, hui, conference or course is not part of usual and expected attendance at a staff meeting (*refer Part 3*)
  - b) attendance at the meeting, hui, conference or course results in the employee working longer than their usual hours of work on a day of the week normally worked by the employee, provided that:
    - i. The employee has prior approval to attend
    - ii. The hours of attendance have been approved prior to
    - iii. The meeting, hui, conference or course could not be otherwise provided during usual working hours
    - iv. The meeting, hui, conference or course is not part of usual and expected attendance at a staff meeting (*refer Part 3*)

## **5 PART FIVE: ALLOWANCES**

### **5.1 TUTOR TEACHER ALLOWANCE**

- a) A tutor teacher is a fully certificated teacher who holds a current practicing certificate and is designated as being responsible for providing an advice and guidance programme to a provisionally certificated teacher working towards full certification. The responsibilities of the tutor teacher include assisting the provisionally certificated teacher to meet the certification requirements.
- b) A tutor teacher allowance of \$300 per annum is payable to a designated tutor teacher while they are responsible for a provisionally certificated teacher, or teachers, who are permanently employed or employed to fixed-term positions of at least ten consecutive weeks provided that the total combined hours of the provisionally certificated teachers are at least 0.8.
- c) A tutor teacher may be responsible for tutoring more than one provisionally certificated teacher concurrently, but shall only receive one payment of the allowance.
- d) Only one teacher may be designated as being responsible for tutoring any provisionally certificated teacher at any one time.
- e) The designation of tutor teacher shall be for no more than one calendar year on each occasion.
- f) Where the provisionally certificated teacher is employed for part of a year, the allowance shall be paid to the tutor teacher for that part of the year only.
- g) The tutor teacher allowance will be paid fortnightly in arrears to the tutor teacher's bank account for the period that tutor teacher duties are undertaken.

### **5.2 SECONDMENT ALLOWANCE**

A permanent employee who is seconded to relieve in a position in another service under the control of the employer shall be paid for the period concerned an allowance at the rate of \$2500 per annum on such terms as the employer may prescribe.

The allowance will be provided under the following conditions:

- a) The secondment agreement is in writing.
- b) The seconded place of work is located more than 10 kilometres from the usual place of employment.
- c) The secondment is for a minimum period of more than ten consecutive days and for a maximum period of up to 52 consecutive weeks in duration.
- d) The allowance is pro-rated and paid in arrears fortnightly into the employee's bank account.
- e) No other reimbursements for travel may be claimed.
- f) Should the secondment require the employee to undertake higher duties and a higher duties allowance is paid, no secondment allowance may be claimed.

## 6 PART SIX: TERMINATION

### 6.1 TERMINATION

- a) For all employees a minimum of **four weeks' notice** of termination of employment shall be given by either the employer or the employee unless a shorter period is agreed.
- b) The employer may elect to pay in lieu of notice.
- c) If the employee fails to give the required notice, the employee shall forfeit the amount of the notice not given through a deduction from final pay (including holiday pay).
- d) Nothing in this clause shall prevent dismissal without notice for serious misconduct.

### 6.2 ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for more than three working days without notification to the employer, the employer will make enquires of the employee, before s/he shall be deemed to have terminated her/his employment.

### 6.3 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:

- a) 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.
- b) 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.
- c) 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 (b) above, no redundancy situation will arise, whether or not the employee chooses to accept the offer of employment.
- d) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of sub clause (b) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive notice of termination in accordance with this agreement.

### 6.4 REDUNDANCY

- a) Where a potential redundancy situation could occur, the employer shall consult potentially affected employees, where practicable, prior to making final decisions.
- b) Employees made redundant are entitled to four weeks' notice of termination. The employer and employee may agree to pay in lieu of some or all of the notice period.
- c) No redundancy compensation is payable.
- d) During the notice period, both the employer and the employee shall make reasonable efforts to locate suitable alternative employment for the employee. In the event that a reasonable offer of employment is made, the employer's responsibilities under these provisions shall be fulfilled.
- e) The employer shall provide reasonable paid leave to attend job interviews.
- f) The employer and any affected employee may agree in writing to an alternative arrangement to the provisions contained in this clause.
- g) Employees shall be entitled to all holiday pay and salary/wages owing.

## **7 PART SEVEN: TERMS OF EMPLOYMENT AND HEALTH AND SAFETY**

### **7.1 OBLIGATIONS OF THE RELATIONSHIP**

#### **The employer shall:**

- a) At all times, treat you with respect and dignity.
- b) Meet any regular and lawful obligations required of an employer.
- c) Act in good faith in all aspects of the employment relationship.

#### **The employee shall:**

- a) Regard your employment with respect and discretion and adhere at all times to the organisation's Code of Conduct, policies and procedures implemented by your employer.
- b) Perform your duties with all reasonable skill and diligence.
- c) Conduct your duties in the best interests of the employer, and act in good faith in all aspects of the employment relationship.

### **7.2 CONFIDENTIALITY**

Employees must not disclose any information or knowledge which they may acquire or have acquired during their employment with the employer concerning the business affairs or practices, trade secrets, business opportunities, property, customers, clients or staff of the organisation or children attending the service or their whanau.

This requirement of confidentiality applies at all times while an employee works for the employer and continues after the employment has ended.

### **7.3 CONFLICT OF INTEREST**

Whilst employed by the employer employees must not own, operate or otherwise be involved in any business that may compete in any material respect with the business of the employer except with the written consent of the employer.

### **7.4 EMPLOYER PROPERTY**

Employees may not remove any property owned by the employer, including intellectual property (including intellectual property created by the employee because of their employment with the employer) from the premises without the prior consent of the employer. On termination of employment, employees are to return all of the employer's property in their possession including copies of the same.

### **7.5 HEALTH AND SAFETY AT WORK**

- a) When an employee's health and safety are shown to be significantly at risk through the course of their duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as are necessary to provide protection for the employee.
- b) The employer shall ensure safe working practices and appropriate hygiene measures are in place to reduce the risk of infection by contagious disease. Where there is significantly increased risk, the situation shall be assessed on an individual bases and pre exposure immunization made available as advised by the Ministry of Health.
- c) Employers shall take all practical steps to ensure a safe working environment for employees. Employees also have a role in ensuring their own health and safety and that of people around them as described in the Health and Safety at Work Act 2015.

## **7.6 CONSULTATION**

### **7.6.1 PRINCIPLES OF CHANGE**

- a) The parties recognise and agree that the process of change is ongoing and that effective and successful change requires the involvement of staff. The change may relate to the:
  - i. hours of operation; and/or
  - ii. establishment of a new centre; and/or
  - iii. closure of a centre; and/or
  - iv. weekly child-contact hours; and/or
  - v. identification of hard-to-staff centre(s), and/or
  - vi. establishment of roles that support professional leadership.
- b) There are positive ways in which the process of change can be undertaken to the benefit of all; this includes timely and appropriate consultation. Without limiting the extent of consultation, issues for consideration shall include whether proposed changes:
  - i. promote quality education for children;
  - ii. are fair and reasonable for full-time and part-time staff;
  - iii. meet the needs of families, whānau and community; and
  - iv. meet the needs of the organisation; and
  - v. impact on teachers' work.

### **7.6.2 CONSULTATION**

Where the decision to consider change is made, the employer will provide staff with a genuine opportunity to be involved, recognising the right of the employer to plan, manage, organise and finally decide on the operations and management of the organisation.

The employer will initiate consultation in writing to staff potentially impacted by the change no less than six weeks prior to the proposed implementation date. A copy will be provided to the NZEI Te Riu Roa National Office.

In the course of the consultation with the teachers, the key components the change will impact on will be discussed, including change management support for the individual, team, organisation and community.

### **7.6.3 CONFIRMATION OF CHANGE**

Once the employer has determined the final outcome, the staff shall be notified in writing of the change to be implemented, including the date of implementation, and relevant details of changes to the organisation of their work.

## **7.7 STATUTORY UNION RIGHTS**

Union rights shall be in accordance with the Employment Relations Act (2000).

### **7.7.1 ACCESS**

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.



### 7.7.2 UNION MEETINGS

- a) Every teacher covered by this Agreement will be allowed to attend at least two union meetings (each of a maximum of two hours' duration) each year on ordinary pay. Such meetings shall occur, as far as practicable, during non-contact hours.
- b) The union shall give the employer at least 14 days' notice of the date and time of any meeting to which 7.7.2(a) refers.
- c) The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operations to continue.
- d) Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- e) Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end, the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

### 7.7.3 EMPLOYMENT RELATIONS EDUCATION LEAVE

Employment relations education leave of up to five days per year shall be available to union members, according to the provisions under the Employment Relations Act (2000):

The maximum number of days of employment relations education leave that a union 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 the 30th day before the specified date in a year, and is determined in accordance with the following table:

Full-time equivalent eligible employees as at the 30th day before 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

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.

#### **7.7.4 NOTIFYING THE EMPLOYER OF MAXIMUM NUMBER OF DAYS OF EMPLOYMENT RELATIONS EDUCATION LEAVE CALCULATED**

- a) After calculating the maximum number of days of employment relations education leave, a union must give the employer concerned a notice containing:
  - i. the maximum number of days calculated in respect of the employer; and
  - ii. the details of the calculation.
- b) The union must comply with these conditions within 1 month after the specified date in each year.
- c) Until a union complies with this section, the union must not allocate employment relations education leave.
- d) If a union fails to comply with the conditions of this section, the union forfeits one-twelfth of the employment relations education leave for each complete month that the failure continues.

#### **7.8 COMPLETENESS CLAUSE**

For the avoidance of doubt, in the event that an Employee moves from an Individual Employment Agreement (“IEA”) to this agreement then the employment relationship will be governed exclusively by the terms of this agreement, irrespective of whether or not their terms and conditions are more favourable under their IEA, unless otherwise agreed between the Employer and the Employee in writing.

## **8 PART EIGHT: EMPLOYMENT RELATIONSHIP PROBLEMS**

### **8.1 SERVICES AVAILABLE FOR THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **8.1.1 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.

#### **8.1.2 RESOLVING AN EMPLOYMENT RELATIONSHIP PROBLEM**

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

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

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

Employers should contact an adviser/representative of choice.

#### **8.1.3 PERSONAL GRIEVANCES**

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

An employee may have a personal grievance where:

- a) They have been dismissed without good reason, or the dismissal was not carried out properly.
- b) They have been treated unfairly.
- c) Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- d) 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.
- e) They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

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

- As 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 Department of Labour 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 MBIE provides:

### **An Information Service**

This is free. It is available by contacting MBIE or by phoning toll free 0800 20 90 20. MBIE'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 MBIE.
- 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 cannot 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.

## **9 PART NINE: TRANSITION ARRANGEMENTS**

### **9.1 TRANSITION ARRANGEMENTS**

#### **9.1.1 ELIGIBILITY FOR TRANSITION TO ENTITLEMENTS UNDER THE COLLECTIVE EMPLOYMENT AGREEMENT**

The parties agree to the following:

- a) Eligibility for transition to any enhanced entitlements, i.e. pay rates under the collective employment agreement only apply to employees who, on the date of ratification, are members of NZEI.
- b) All transition arrangements under *Part 9* will automatically expire upon completion of transition to this agreement for employees who meet the employment conditions in *clause 9.1.1*. Thereafter, *clause 7.8* shall apply to all employees, unless there are specific exemptions otherwise provided for under this agreement.

#### **9.1.2 DATE OF TRANSITION TO PAY SCALES**

The parties agree to the following:

- a) The transition to salary rates for employees who, on the date of ratification, are NZEI Te Riu Roa members, will take effect from 27 September 2021. The effective date is subject to confirmation of ratification and the signing of the new collective agreement by 3.00pm Monday, 27 September 2021.
- b) In the event that ratification is not confirmed and the new collective is not signed by the above date, the transition to salary/rates will take effect eight weeks from the date of ratification.

#### **9.1.3 PROCESS OF TRANSITION TO PAY SCALES**

The parties agree to the following:

- a) An employee who meets the conditions specified in *clause 9.1.1* will transition from the step on their Individual Employment Agreement (IEA) to the equivalent pay step in the relevant Collective Employment Agreement pay scale (CEA) - provided that this does not result in the employee receiving a lower salary/rate than the applicable pay rate in their IEA.
- b) In the event that transition to the equivalent step would result in a lower salary/rate, the employee shall move to the next minimum pay step to ensure they are not financially disadvantaged by moving to the CEA. For completeness, the date of an employee's transition to the CEA/applicable pay step will become the employee's anniversary date for pay progression purposes (if relevant). Thereafter, *clause 3.1* applies.

#### **9.1.4 TRANSITION OF SICK LEAVE ENTITLEMENT**

The parties agree to the following:

- a) Any employee who meets the conditions of *clause 9.1.1* shall continue to have their entitlement to sick leave recognised on their usual anniversary date.
- b) In the event that transition to the CEA results in an increase in sick leave entitlement, an employee shall receive the increased entitlement upon their usual anniversary date, or six months after the ratification date, whichever is the earlier.

#### **9.1.5 TRANSITION OF ANNUAL LEAVE ENTITLEMENTS**

The parties agree to the following:

- a) Any employee who meets the conditions of *clause 9.1.1* and whose IEA provides for a higher annual leave entitlement than is provided in the CEA shall continue to have their entitlement to annual leave recognised.

#### **9.1.6 ANNUAL LEAVE BUY-OUT SCHEME – ONLY FOR EMPLOYEES WHO HAVE 6 WEEKS ANNUAL LEAVE**

- a) The employer may offer employees who wish to participate in its Annual Leave Buy-out Scheme a one-off cash payment of the equivalent of six weeks of the employee's ordinary pay in exchange for the employee giving up their sixth week of annual leave entitlement and varying this particular term of their employment accordingly.
- b) For the avoidance of doubt, should an employee decide to participate in this scheme and be paid in accordance with this provision then they will permanently relinquish their entitlement to their sixth week of annual leave entitlement and receive five weeks annual leave entitlement thereafter under the terms of this agreement.
- c) Due to potential cash-flow reasons, places are limited and the employer has full discretion to decide how many employees will be granted payment under this scheme each year.

#### **9.2 RATIFICATION AND SETTLEMENT DATE**

- a) NZEI shall take all practicable steps to ratify this document prior to the agreed settlement date.
- b) The parties agree that the settlement date for this document shall be 3.00pm Monday, 27 September 2021.

## 10 APPENDIX 1

(Refer 3.1 pay Scales)

### 10.1 CENTRE MANAGER PAY SCALE

SALARY SCALE EFFECTIVE 27 SEPTEMBER 2021			
FTE Staffing Responsibility	Daily Maximum Centre Roll at 30 June Each Year		
	<b>Up to 50</b>	<b>51 - 70</b>	<b>71 -100</b>
<b>Up to 10</b>	\$94,175	\$94,675	\$95,275
<b>11 – 15</b>	\$94,675	\$95,275	\$95,785
<b>16 +</b>	\$94,975	\$95,785	\$96,175

## 11 SIGNATORIES

This agreement has been signed by the parties to the bargaining;

### For NZEI Te Riu Roa

Name	
Signature	
Date	

### For Early Learning Counties Manukau

Name	
Signature	
Date	