

**Kawerau Pre-School Learning Centre  
Incorporated**

**Collective Agreement**

**1st April 2020 to**

**31 March 2022**

# Kawerau Pre-School Learning Centre Incorporated

## Collective Agreement

1st April 2020 – 31 March 2022

### Contents

<b>Part 1</b>	<b>Parties - Nga Roopu</b> .....	<b>5</b>
<b>Part 2</b>	<b>Coverage</b> .....	<b>5</b>
<b>Part 3</b>	<b>Definitions -Nga whakamaramatanga</b> .....	<b>5</b>
	(a) Full-time employee.....	5
	(b) Permanent positions .....	5
	(c) Early childhood Teachers/kaiako shall include persons employed.....	5
	(d) Part-time early childhood teachers/kaiako .....	5
	(e) Administrative/Clerical/Ancillary employees.....	6
	(f) Team Leader .....	6
<b>Part 4</b>	<b>Variations</b> .....	<b>6</b>
<b>Part 5</b>	<b>Salaries and Wages-Nga utu</b> .....	<b>6</b>
	(a) Salary on Appointment.....	6
	(b) Letter of appointment .....	6
	(d) Operation of the salary scale - Early Childhood Teacher/Kaiako .....	8
	(e) Salary and Wages Schedule:.....	9
	(f) Rates of Pay: .....	9
<b>Part 6</b>	<b>Hours of Work-Nga haora mahi</b> .....	<b>11</b>
<b>Part 7</b>	<b>Temporary Change of Hours/Overtime/Time in Lieu - Haora tuwhene</b> .....	<b>11</b>
<b>Part 8</b>	<b>Call-backs - Nga karanga o muri</b> .....	<b>12</b>
<b>Part 9</b>	<b>Terms of Employment - Nga whakataunga mote mahi</b> .....	<b>12</b>
	(a) The employment and notice of termination .....	12
	(b) On termination of employment .....	12
	(c) Salary/Wages.....	12
	(d) A pay slip.....	12
	(e) Record of service .....	12
	(f) Abandonment of employment.....	12
	(g) Dismissal.....	12
	(h) Redundancy.....	12

<b>Part 10</b>	<b>Holidays - Nga hararei .....</b>	<b>13</b>
(a)	Statutory holidays .....	13
(b)	Annual holidays .....	14
(c)	Long Service Leave .....	14
<b>Part 11</b>	<b>Sick and Related Leave - Whakaaetanga turoro me etahi atu e orite ana .....</b>	<b>15</b>
(a)	Sick leave .....	15
(b)	Infectious diseases .....	15
(c)	Domestic leave .....	15
(d)	Leave on accident compensation .....	15
(e)	Health and safety .....	16
(f)	Long term sick leave: .....	16
<b>Part 12</b>	<b>Special Leave - Whakaaetanga motuhake .....</b>	<b>17</b>
(a)	Bereavement/tangihanga leave .....	17
(b)	Parental leave .....	17
(c)	Parenting leave .....	18
(d)	Professional development leave: .....	18
(e)	Leave without pay .....	19
(f)	Employment Relations Education Leave .....	19
(g)	Court leave .....	19
(h)	Domestic Violence Leave .....	19
<b>Part 13</b>	<b>Reimbursing Allowances - Nga tapenga utu mote whakahoki atu .....</b>	<b>20</b>
(a)	Motor vehicle running expenses .....	20
(b)	Clothing allowance .....	20
(c)	Professional development expenses .....	20
(d)	First Aid certificate .....	20
(e)	General Expenses .....	20
<b>Part 14</b>	<b>Teacher Registration - Kairehita kaiako .....</b>	<b>20</b>
<b>Part 15</b>	<b>Centre Representatives - Nga mangai o i a wahi .....</b>	<b>21</b>
<b>Part 16</b>	<b>Right of Entry-Ara whakaae .....</b>	<b>21</b>
<b>Part 17</b>	<b>Working Facilities - Nga whakaurunga mahi .....</b>	<b>21</b>
<b>Part 18</b>	<b>Time and Salary/ Wages Record- Nga utu mete puka wa mahi .....</b>	<b>22</b>
<b>Part 19</b>	<b>Union Notice Board - Te papa panui a purongo ate uniana .....</b>	<b>23</b>
<b>Part 20</b>	<b>Union Meetings - Nga hui uniana .....</b>	<b>23</b>
<b>Part 21</b>	<b>Dealing with Complaints, Competency and Discipline .....</b>	<b>23</b>

(a)	General principles.....	23
(b)	Discussions in a Maori context.....	23
<b>Part 22</b>	<b>Competency- Nga matatautanga .....</b>	<b>24</b>
<b>Part 23</b>	<b>Disciplinary Procedures - Nga hatepe whakahau .....</b>	<b>25</b>
<b>Part 24</b>	<b>Suspension .....</b>	<b>25</b>
<b>Part 25</b>	<b>Instant Dismissal.....</b>	<b>25</b>
<b>Part 26</b>	<b>Employment Relationship Problems .....</b>	<b>26</b>
	Services Available.....	27
	An Information Service .....	27
	Mediation Service .....	27
	The Employment Relations Authority.....	27
<b>Part 27</b>	<b>Reduction of Wages and Conditions - Nga hekenga utu me nga whakaritenga .....</b>	<b>28</b>
<b>Part 28</b>	<b>Union Membership - Mematanga o te uniana .....</b>	<b>28</b>
<b>Part 29</b>	<b>New Employees .....</b>	<b>28</b>
<b>Part 30</b>	<b>Changes to Operating Model .....</b>	<b>29</b>
<b>Part 31</b>	<b>Term of Agreement - Te whakataunga o te kirimana .....</b>	<b>30</b>
<b>APPENDIX A</b>	<b>EMPLOYMENT RELATIONS EDUCATION LEAVE.....</b>	<b>31</b>
<b>APPENDIX B</b>	<b>MEMORANDUM OF UNDERSTANDING .....</b>	<b>35</b>
<b>APPENDIX C</b>	<b>TERMS OF SETTLEMENT .....</b>	<b>38</b>

## **PART 1 PARTIES - NGA ROOPU**

- (a) This collective agreement is made pursuant to Part 5 of the Employment Relations Act 2000, and is made between, and is binding on

### **KAWERAU PRE-SCHOOL LEARNING CENTRE INCORPORATED**

who shall be referred to in this agreement as "the employer"; and

- (b) **New Zealand Educational Institute (NZEI Te Riu Roa)**

## **PART 2 COVERAGE**

The following employees shall be covered by this agreement:

- (a) all employees employed by the employer party to this agreement in any capacity in relation to supervision, care, and education of children at KAWERAU PRE- SCHOOL LEARNING CENTRE INCORPORATED.
- (b) employees employed by the employer party to this agreement to undertake clerical, administration and/or ancillary duties at KAWERAU PRE-SCHOOL LEARNING CENTRE INCORPORATED
- (c) employees, whose work is within the coverage clause of this agreement, shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this collective agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this collective agreement.

## **PART 3 DEFINITIONS -NGA WHAKAMARAMATANGA**

### **(a) Full-time employee**

Means any employee of the employer, who works a minimum of forty (40) hours per week including a person who comes within the definition of a long-term reliever.

### **(b) Permanent positions**

All part-time, part-year and full-time positions shall be permanent unless identified as being fixed term in accordance with clause 3(c)

### **(c) Early childhood Teachers/kaiako shall include persons employed**

In any capacity in relation to supervision, care, and education of children in centres or organisations licensed under the Education (Early Childhood Centres) Regulations 1998 (or any subsequent regulations or other legislation replacing them).

### **(d) Part-time early childhood teachers/kaiako**

Permanent part-time early childhood teachers/kaiako shall include persons employed as specified in 3 (d) for less than 30 hours per week, on one or more days, in any week for a period longer than 2 weeks.

**(e) Administrative/Clerical/Ancillary employees**

Any employee employed to undertake clerical and/or administrative duties.

**(f) Team Leader**

Is an ECE Registered employee paid the Team Leader premium to undertake the responsibilities of a determined curriculum area and/or child group. No more than two (2) staff can be receiving the Team Leader premium per room area. A Team Leader is expected to undertake the duties outlined in the Team Leader Extra Duties Job Description. Team Leaders will be appointed in consultation between the Centre Manager and a Committee representative

**PART 4 VARIATIONS**

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

**PART 5 SALARIES AND WAGES-NGA UTU****(a) Salary on Appointment**

Employees may upon appointment be placed at any point within the appropriate upper and lower salary limits applicable to the position. Factors to be considered in deciding the actual starting rate include:

- i) Previous relevant paid or unpaid work or experience as a qualified early childhood teacher;
- ii) Relevant qualifications for the position as a qualified early childhood teacher;
- iii) Level of responsibility required for the position;
- iv) Level of skill required for the position;
- v) The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

**(b) Letter of appointment**

Every appointee to a vacancy shall be notified in writing of:

- (i) The appointment; and
- (ii) The salary to be paid; and
- (iii) The hours and weeks to be worked; and
- (iv) If the appointment is for a fixed term, when or how the employment will end and the reasons for the employment ending in that way.

**(c) Classification of employees - early childhood/clerical**

For the purposes of payment for the minimum rates of pay set out in the schedule under sub-clause (c), (d) and (e) of this clause, the following classifications shall apply from 1 July 2007:

- (i) **Centre Manager/Senior Teacher:** is an ECE teacher who is the professional leader and has overall responsibility for the day-to-day operation of a centre or centres.
- (ii) **Team Leader/Kaiako:** is an ECE teacher who undertakes the responsibility for a Centre area as outlined in the Team Leader Job Description.
- (iii) **Early childhood teacher/kaiako:** is an early childhood teacher/kaiako engaged in the care and education of the children in the centre with a qualification as detailed below.
  - 1 **Q3+:** from 1 July 2007, Q3+ means an early childhood teacher/kaiako holding a bachelor's degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelor's degree of teaching, or an honours degree of teaching, or an advanced diploma of teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelor's degree of teaching together with a level 7, 120 credit relevant specialist diploma.
  - 2 **Q3:** means an early childhood teacher/kaiako holding an ECE Teacher Education Degree, for example a B Ed Tchg, B Tchg Lng, B Ed Tchg Early Years; or the Diploma of Teaching ECE or its equivalent and a Bachelors Degree in Education or Arts with a major in Maori Studies, Psychology or Education; or an Advanced Diploma of Teaching; or the Diploma of Teaching ECE or its equivalent and attested as fluent in te reo Maori with a knowledge and understanding of tikanga Maori; or a degree qualification relevant to teaching, for example Bachelors degrees in language teaching, education technology, or educational management and leadership, in addition to a Diploma of Teaching or its equivalent.
  - 3 **Q2:** means an early childhood teacher/kaiako holding the Diploma of Teaching ECE or its equivalent and two-thirds of a degree as defined in clause 5 (a) (except a three-year pre-service teaching degree); or a Higher Diploma of Teaching ECE.
  - 4 **Q1:** means an early childhood teacher/kaiako holding the Diploma of Teaching (ECE) or its equivalent.
  - 5 **Registered:** means an early childhood teacher/kaiako holding a Diploma of Teaching ECE (or its equivalent) who has been granted provisional; subject to confirmation; or full registration status and issued with a current practicing certificate by the NZ Teachers Council.

- 6 **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 Maori with a knowledge and understanding of tikanga Maori shall be paid on the QI scale. Provided that any early childhood teacher/kaiako currently is 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 **and required achievement.**
- 7 **Where the required achievement is not attained then the employee may be deemed to be unqualified and the relevant Unqualified Pay Scale will apply.**
- 8 **Unqualified:** means an early childhood worker/kaiako, who holds no relevant training qualifications specified under sub-clause (iii)-5 above.
- (iv) Administrative/Clerical/Ancillary employee: a clerical employee is an employee whose position involves a general range of clerical duties. The position may include centre finance, dealing with correspondence, data entry, and secretarial duties. This position does not include managerial tasks.

**Note:** New staff employed from 1 November 2002 who hold a single qualification worth 80 licensing points or more recognised by NZQA, or a qualification grand-parented by NZQA to 100 licensing points or more, but who do not hold an early childhood teacher education qualification will be classified as unqualified unless they are in-training.

**(d) Operation of the salary scale - Early Childhood Teacher/Kaiako**

(i) Improved Qualifications

Upon obtaining the appropriate qualifications for Q2, Q3, (Q3+ from 1 July 2007), a teacher shall be entitled to progress annually to the appropriate qualifications maximum, providing the teacher meets the requirements for progression. Teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is:

- Where qualifications are improved at the end of the academic year - the commencing date of the following calendar year, that is 1 January; or
- 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.

- (ii) The minimum rates: payable to employees covered by this agreement are set out in the schedule paragraph (e) below.
  - (iii) Unqualified and In-training: early childhood teachers/kaiako, who moves from one classification (as defined in clause 5 (c)) to another shall be paid on the same step of the new wages schedule as they were on in their previous position or classification and continue to move through the steps as defined in 5(f).
- (e) Salary and Wages Schedule:**
- (i) The minimum rates of pay are set out as annual salaries (qualified staff only) or dollars per hour;
  - (ii) 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).
- (f) Rates of Pay:**
- (i) Employees who are NZEI members will be paid arrears if the Collective Agreement is settled after the expiry date of the current Collective Agreement
  - (ii) Non NZEI-members will not receive union negotiated increases.

That rates of pay are as follows:

The following rates shall apply from 1 April 2020:

**Centre Manager/Senior Teacher/Kaiako Kaiarahi**

	Salary 01.04.2019	Salary 01.04.2020	Salary 01.07.2020	Salary 01.04.21
1 <sup>st</sup> Year	73,939	63,000	64,260	65,223
2 <sup>nd</sup> Year	-	68,000	69,360	70,400
3 <sup>rd</sup> Year	-	75,000	76,500	77,648

**Team Leader Premium**

Hourly 01.04.2019	Hourly 01.04.2020	Hourly 01.07.2020	Hourly 01.04.21
2.58	\$2.58	\$2.63	2.67

**Early Childhood Teacher/Kaiako - Qualified**

Step	Hourly 1.04.2019	Hourly 1.04.2020	Notation
1	21.87	22.19	Q1 Entry
2	22.19	21.74	Q2 Entry
3	22.52	22.05	
4	22.85	23.19	Q3 Entry
5	23.19	23.53	Q3+ Entry
6	25.39	25.77	Q1 Maximum
7	26.63	26.71	Q2 Maximum
8	27.25	27.65	Q3 Maximum
9	27.85	28.26	Q3+ Maximum

Step	Hourly 1.07.2020	Hourly 1.04.2021	Notation
1	23.97	24.33	Q3 Entry
2	24.03	24.39	Q3+ Entry
3	26.27	26.66	Q1 Maximum
4	28.15	28.57	Q3 Maximum
5	28.76	29.19	Q3+ Maximum

**Early Childhood Teacher/Kaiako – Qualifying**

A flat rate of \$22.50 will be paid per hour to Qualifying Early Childhood Teachers/  
Kaiako.

**Early Childhood Worker/Kaiako - Unqualified**

Step	Hourly 01.04.2019	Hourly 01.04.2020	Hourly 01.07.2020	Hourly 01.04.21
Year 1	17.96	21.15	19.80	21.15
Year 2	18.22	21.15	20.50	21.15
Year 3	18.94	21.15	21.15	21.15
Year 4	19.22	21.15	21.15	21.15

**Office Administrator**

Hourly 1.04.2019	Hourly 1.04.2020
18.63	21.50

## **PART 6 HOURS OF WORK-NGA HAORA MAHI**

- (a) The ordinary hours of work: shall not exceed eight hours per day nor be less than two per day from Monday to Friday, to be worked between the hours of 7:15 a.m. and 5:15 p.m.
- (b) Non-child contact:
  - (i) Where an early childhood teacher/kaiako works four hours per day or more or 20 hours per week or more, s/he shall be entitled to work one half hour a day as non-child contact time. Such time may accumulate up to a maximum of two and half hours.
  - (ii) Where an early childhood teacher/kaiako works six hours per day or more or 30 hours per week or more s/he shall be entitled to work one hour a day as non-child contact time. Such time may accumulate up to a maximum of three hours.
  - (iii) Non-child contact duties may include such work as preparation of food, administration, planning, shopping, parent contact, preparation of activities etc.
  - (iv) An early childhood teacher's/kaiako availability to the children in cases of accident or emergency will not be diminished during this period.
  - (v) Where an early childhood teacher/kaiako is required in an emergency to work in excess of eight child contact hours per day or 40 per week, overtime shall apply as in clause 7.
- (c) Breaks: 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 30-minute non paid 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.
- (d) Work in excess of the ordinary hours of work: No employee shall be required to work other than her/his ordinary hours of work unless s/he is willing. It is expected that no child will be left unattended.

## **PART 7 TEMPORARY CHANGE OF HOURS/OVERTIME/TIME IN LIEU - HAORA TUWHENE**

An employee who is requested by the employer to work outside the normal hours of work, on any day, shall be compensated by either an additional payment of the hours worked at the hourly rate appropriate to the employee, or time off in lieu of one hour off for one hour worked. This payment/time in lieu arrangement shall be by mutual agreement. The employer shall act reasonably in requesting employees to work outside the normal hours of work and shall take into account the employee's personal circumstances and commitments.

## **PART 8 CALL-BACKS - NGA KARANGA O MURI**

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

## **PART 9 TERMS OF EMPLOYMENT - NGA WHAKATAUNGA MOTE MAHI**

### **(a) The employment and notice of termination**

Shall be fortnightly or monthly as may be agreed at the time of employment.

### **(b) 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.

### **(c) Salary/Wages**

Shall be paid weekly or fortnightly: by way of direct credit or by cheque no later than Thursday or the working day immediately preceding a holiday.

### **(d) A pay slip**

Shall be supplied whenever the take-home pay of the employee changes or at the request of the individual employee. If an employee is overpaid, the employer will advise the employee in writing of any deductions and the reason for the overpayment.

### **(e) Record of service**

Each employee on leaving or being discharged from her/his employment shall, on request, be given within seven days a certificate in writing signed by the employer and stating the position held and the length of service.

### **(f) Abandonment of employment**

Where an employee is absent from work for more than three working days without notification to the employer, s/he shall be deemed to have terminated her/his employment provided that the employer has made all reasonable efforts to contact the employee during this period and provided that the employee through no fault of her/his own was unable to contact the employer.

### **(g) Dismissal**

In instances other than serious misconduct no employee shall be dismissed other than in accordance with the procedures set down in clause 24.

### **(h) Redundancy**

There are no redundancy provisions.

## **PART 10 HOLIDAYS - NGA HARAREI**

### **(a) Statutory holidays**

- (i) The employee shall be entitled to the following paid statutory holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Provincial Anniversary, Waitangi Day and Anzac Day when they fall on a Monday-Friday working day.
- (ii) The employer shall pay salary/wages for the above holidays to all permanent employees performing work coming within the scope of this agreement who have been employed by her/him at any time during the fortnight ending on the day on which the holiday occurs. Except that where a permanent employee is employed part-time they shall not be paid for any such holidays, which fall on a day of the week on which they are not normally employed.
- (iii) If an employee is required to work on any part of 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 addition an alternative holiday will be granted in lieu of the holiday and will be paid at the employee's relevant daily pay.
- (iv) A part-time early childhood teacher/kaiako, whose ordinary hours of work fall on a holiday, as prescribed in this agreement, shall be paid for the number of hours usually worked on that day.
- (v) A part year early childhood teacher/kaiako whose ordinary hours of work fall on a statutory 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 statutory holidays.
- (vi) Where any permanent employee has been employed in work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, s/he shall be entitled to receive proportional payment for the holidays assessed on the basis of one-tenth of an ordinary day's pay for each holiday for each day employed during that fortnight.
- (vii) Permanent employees who have not been employed elsewhere during that fortnight in work coming within the scope of this agreement or who terminate their employment and are not taking up other employment during that fortnight shall, if required by the employer, declare such facts in writing and shall then be paid the full holiday payment.

**(b) Annual holidays**

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

**(c) Long Service Leave**

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

## **PART 11 SICK AND RELATED LEAVE - WHAKAAETANGA TURORO ME ETAHI ATU E ORITE ANA**

### **(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 employees shall be entitled to sick leave calculated on a pro-rate basis according to the number of days worked per week to a minimum of five (5) working days.
- (ii) Sick leave shall accumulate up to 62 days.
- (iii) When an employee is sick on a statutory holiday this day shall not be deducted from their sick leave entitlement.
- (iv) If the period of absence on sick leave exceeds three days, the employee may be required to produce a medical certificate signed by a medical practitioner.
- (v) Sick leave includes attendance at doctor, dentist and hospital appointments.

### **(b) Infectious diseases**

When an early childhood teacher/kaiako contracts an infectious disease, as defined in the first schedule of the Health Amendment Act 1982, or has been in contact with a sufferer from an infectious disease and is prevented by direction of the Education (Early Childcare Centres) Regulations 1990 (or any subsequent legislation in place thereof) from attending work, special paid leave of up to five (5) days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any entitlement under sub clause (a) or (c) of this clause.

### **(c) Domestic leave**

After two weeks continuous service employees shall be entitled to five days paid leave each year. Such leave is not cumulative. Further domestic leave over and above this entitlement to attend to the medical needs of a partner or dependent shall be offset against the employee's sick leave entitlement at the discretion of the employer.

### **(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 employer's worker's accident insurance policy and/or the Accident Insurance Act 1998 subject to:

- (i) A maximum of 12 months in cases of a work related personal injury;
- (ii) A maximum of 3 months in other cases.

The employer, the employee and their union representative and/or nominated support person shall explore options available to the employee prior to the expiry of the leave without pay granted under (i) or (ii) of this clause. The parties will reach agreement on the appropriate option for the employee, which may be additional leave without pay granted at the employer's discretion.

**(e) Health and safety**

- (i) The parties to the agreement are subject to the provisions of the Health and Safety in Employment Act 1992 and the Health and Safety in Employment Regulations 1995 as applicable.
- (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 s/he becomes aware as soon as practicable.
- (iv) Where an employee's health and safety are shown to be at risk through the course of their duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as necessary to provide protection for the employee.
- (v) In situations where employees may be at increased risk of acquiring Hepatitis B because of the nature of their job, the situation shall be assessed by the Medical Officer of Health on an individual basis to decide if immunisation would be appropriate.

**(f) Long term sick leave:**

- (i) An employee with 12 months or more service with the same employer, who has no sick leave entitlement left, shall be granted unpaid sick leave up to three consecutive months on production of a medical certificate from a registered medical practitioner.
- (ii) The employer and the employee and their union representative and/or nominated support person shall explore the options available to the employee on completion of the unpaid sick leave entitlement granted under this clause. The parties will reach agreement on the appropriate option for the employee which may be an additional sick leave entitlement granted at the employer's discretion.
- (iii) An employee who has been on long-term sick leave shall be entitled to return to the same position and rate of pay they were employed in when long term sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced.



## **PART 12 SPECIAL LEAVE - WHAKAAETANGA MOTUHAKE**

### **(a) Bereavement/tangihanga leave**

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

### **(b) Parental leave**

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

- (i) Parental leave shall be granted to the employee as leave without pay.
- (ii) An application for parental leave must be made at least one month before the employee intends to commence parental leave. Whenever practicable a longer notice period is desirable.
- (iii) The employee concerned must specify the length of time required for leave. It is the employer's responsibility to ensure that existing staff/child ratios in the center remain the same during the period of parental leave by employing a reliever or relievers where necessary.
- (iv) If an employee on parental leave decides to resign, notice of that decision must be given at least one month before the leave period expires.
- (v) If an employee returns to her/his employment after a break in service for parental purposes, s/he shall maintain any service entitlements to sick leave and service pay accrued before her/his service was broken, or any other service entitlement under this agreement including service entitlement under clause 5.
- (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 less than 12 months of age for whom the employee is not a natural or adoptive parent.

- (ix) Parental leave shall apply also to employees male and female, on adopting a child under the age of five years.

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

**(c) Parenting leave**

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

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

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

**(d) Professional development leave:**

- (i) Employees shall be granted up to seven working days per year paid professional development leave to enable them to fulfil requirements to become a registered teacher, to attend in-service courses, training courses, hui, meetings, seminars, or conferences (other than union meetings, seminars, training courses and/or conferences) directly related to their work and to fulfil course requirements for study directly related to their work. Part-time employees shall be entitled to professional development leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of 2 days in each year.
- (ii) Employees shall be granted a maximum of 3 days per year over and above the entitlement in clause 12(d) (i) to attend courses where the training provider pays the cost of relievers.
- (iii) Employees granted professional development leave shall not be entitled to upgrading training leave.
- (iv) **Time off in lieu:** Where an employee is required by the employer to attend a meeting, hui, conference or course, the employee shall be granted time off in lieu for the hours of attendance when the course falls on a day of the week not normally worked by the employee. The timing of time off in lieu shall be by agreement between the employer and the employee.
- (v) **Examination leave:** An employee shall be entitled to paid leave to sit examinations for a course or courses which the employer has agreed is/are directly related to her/his work, provided that an employee's right to professional development leave shall not be affected.
- (vi) **Unpaid examination leave:** may be granted to an employee to sit examinations not directly related to her/his work.

**(e) Leave without pay**

An employer may grant leave without pay for up to one year upon application by an employee. Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements. Leave without Pay is granted at the employer's discretion and is not an automatic 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 following: provided that the operational requirements of the centre can be reasonably met the employer shall grant up to 3 days paid leave in any calendar year to authorised union representatives to attend a union education course that has been officially endorsed by

NZEI Te Riu Roa, who shall give the employer two weeks notice of the date of the endorsed union education course and the name of the authorised union representative.

**(g) Court leave**

An employer shall grant up to five days paid leave on normal pay when an employee is required for jury/witness service, provided that the employer receives evidence of summons and evidence of hours attended, and provided any fees received are remitted to the employer.

**(h) Domestic Violence Leave**

- (i) An employee affected by domestic violence will be granted up to 10 days paid domestic violence leave per year for the purpose of assisting the employee to deal with the effects on them of the domestic violence. This leave is in addition to other leave entitlements contained in this agreement. Domestic violence leave does not require prior approval but the employee's manager must be notified of the absence as soon as possible.

The above provisions are inclusive of any entitlement under the Domestic Violence – Victim's Protection Act 2018.

- (ii) Staff who support a person affected by domestic violence may be granted special leave to accompany the affected person to court proceedings or hospital or to provide childcare for dependent children.

## **PART 13 REIMBURSING ALLOWANCES - NGA TAPENGA UTU MOTE WHAKAHOKI ATU**

### **(a) Motor vehicle running expenses**

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

### **(b) Clothing allowance**

The employer will supply a uniform consisting of 3 shirts, 2 polar fleece jackets, 2 rugby jerseys and 1 puffer jacket on a pro-rata basis.

On termination of employment the employee will deliver to the employer any property or materials that is in their possession that belongs to the employer.

### **(c) Professional development expenses**

Employers shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences for which professional development leave is granted pursuant to sub-clause 12(d) provided that travel and accommodation expenses are at the discretion of the employer.

### **(d) First Aid certificate**

Where early childhood teachers/kaiako complete or renew First Aid certificates, the employer shall meet any costs incurred.

### **(e) General Expenses**

Employees will be reimbursed for any actual and reasonable expenses incurred in the course of their employment if these have been authorised.

## **PART 14 TEACHER REGISTRATION - KAIREHITA KAIAKO**

- (a) The Centre will pay 50% of the cost of Provisional Registration, Full Registration and for the 3 yearly renewal of Full Registration. This is depending on what happens with the increase in costs with the Teachers Council.

It will be the responsibility of all registered teachers to actively maintain their practicing certificate by ensuring they pay the additional 50% costs of re-registration. If a Teachers Registration is supported by the Centre and they leave the Centre within 3 months of renewing of their Practicing Certificate, the amount paid by the Centre will be deducted from your final pay.

- (b) The employer shall ensure that an advice and guidance programme including paid release time of up to 4 days a year, is available to each tutor teacher and each teacher working towards full registration in their employ.
- If staff work a 30+ hour week, they would be entitled to 6 hours per term totalling 4, 6 hour days per year

- If staff work a 20-29 hour week, they would be entitled to 5 hours per term totalling 4, 5 hour days per year
- If staff work a 0-19 hour week, they would be entitled to 4 hours per term, totalling 4, 4 hour days per year

## **PART 15 CENTRE REPRESENTATIVES - NGA MANGAI O I A WAHI**

- (a) A Centre representative, 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 centre representative may apply for such leave to be paid.
- (b) Centre representative/s shall be granted leave with pay to attend to matters, at work, that relate to the working conditions or employment of staff members or any such matters as may be agreed between the parties.
- (c) The employer shall make provision for a process of genuine consultation with employees and/or their centre representative/s in the development or review of any employer policy or procedure arising out of the administration or interpretation of this collective agreement, up to a maximum of a two (2) hour meeting on three (3) occasions in each year.
- (d) The employer shall be advised annually of the names of the centre representative/s, as and when, duly elected.

## **PART 16 RIGHT OF ENTRY-ARA WHAKAAE**

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

## **PART 17 WORKING FACILITIES - NGA WHAKAURUNGA MAHI**

- (a) No employer shall require any employee to lift, carry or move any load so heavy that its lifting, carriage or movement would be likely to injure her/him.
- (b) The employer shall provide a private and adult-sized toilet for use by employees employed in each centre.
- (c) The employer shall provide and maintain for the use of employees, adequate, suitable and conveniently accessible facilities for washing (including soap and clean towels, or

other suitable means of cleaning and drying), and shall keep those facilities in a clean and orderly condition.

- (d) The employer shall provide and maintain, for the use of employees, adequate and suitable accommodation for clothing not worn during working hours; and shall also provide such arrangements as are reasonably practicable for the drying of such clothing.
- (e) The employer shall provide and maintain for the use of employees whose work is done standing, suitable facilities for sitting, sufficient to enable them to take advantage of any opportunity for resting that may occur in the course of their employment.
- (f) Where a centre employs an employee for five hours or more per day the employer shall provide, maintain and keep clean a suitable place for the use of employees to rest when indisposed, during breaks and/or for eating meals.

## **PART 18 TIME AND SALARY/ WAGES RECORD- NGA UTU METE PUKA WA MAHI**

- (a) The employer shall keep a personal file for each employee covered by this agreement that shall include:
  - (i) The name of the employee;
  - (ii) The employee's age, if under 20 years of age;
  - (iii) The employee's postal address;
  - (iv) The kind of work on which the employee is usually employed;
  - (v) The agreement under which the employee is employed;
  - (vi) The classification or designation of the employee under the agreement according to which the employee is paid;
  - (vii) The hours between which the employee is employed on each day, and the days of the employee's employment during each week;
  - (viii) The wages paid to the employee each week and the method of calculation.
- (b) The salary/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 19 UNION NOTICE BOARD - TE PAPA PANUI A PURONGO ATE UNIANA**

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

## **PART 20 UNION MEETINGS - NGA HUI UNIANA**

NZEI Te Riu Roa may hold up to two meetings for union members during working hours per calendar year in which case payment for the first two hours of such meetings shall be made at ordinary hourly rates.

Provided, that the employer and the union may agree to hold the meeting outside normal working hours.

## **PART 21 DEALING WITH COMPLAINTS, COMPETENCY AND DISCIPLINE**

### **(a) General principles**

The following principles shall be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can, in the interests of the parties, be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer and the employee concerned without the need to take the matter any further.

Employers should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner, which as far as possible protects the mana and dignity of the employee concerned. Employees may seek whanau, family, professional and/or NZEI support in relation to such matters.

### **(b) Discussions in a Maori 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 Maori context and manner.
- (ii) A Maori context and manner relates to the following:
  - Meetings can be held on marae;
  - There is face-to-face engagement;
  - There can be whanau support for all involved; and
  - Guidance and advice is often provided by kaumatua and kuia for all involved.
- (iii) Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and

signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.

- (iv) This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clause 24 or clause 25 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in clause 23 or clause 24 will be notified in writing to the other party.

## **PART 22      COMPETENCY- NGA MATATAUTANGA**

- (a) Where there are matters of competency, which are causing concern in respect of any employee, the employer shall advise the employee in writing of the concern(s) and shall put in place appropriate assistance and personal guidance to assist that employee.
- (b) When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:
- (i) The employee is 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
  - Her or his right to seek representation at any stage.
- (ii) The timeframe in (i) above should be determined by the employer, or delegated person, and be relevant to the matter(s) causing concern. In setting this timeframe the employer may take into account previous opportunities given to the employee to address the competency matter(s) causing concern;
- (iii) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee;
- (iv) A copy of any written report to the employer or to the Teachers Council made by any person or persons undertaking the evaluation shall be given to the employee;
- (v) No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both);
- (vi) If the above steps (i-v) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee without the need to follow the disciplinary procedures outlined in clause 24.



## **PART 23      DISCIPLINARY PROCEDURES - NGA HATEPE WHAKAHAU**

- (a) The employee must be advised of the right to request representation at any stage.
- (b) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- (c) The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (d) The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.

## **PART 24      SUSPENSION**

- (a) If the alleged conduct is deemed sufficiently serious an employee may be either suspended with or without pay or transferred temporarily to other duties.
- (b) The employer shall not, unless there are exceptional circumstances, suspend the employee without first allowing the employee a reasonable opportunity to make submissions to the employer about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The employer shall take into account any submissions made by the employee before determining the matter of suspension. However, where the employer is satisfied the welfare and safety of any child or another employee warrants it, immediate suspension may occur.
- (c) The employer shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations of misconduct are properly investigated and that the employee is treated fairly at all times.
- (d) If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

## **PART 25      INSTANT DISMISSAL**

Nothing in clauses 22, 23, 24 or 25 prevents dismissal without notice in the case of serious misconduct.

## PART 26 EMPLOYMENT RELATIONSHIP PROBLEMS

### What is an Employment Relationship Problem?

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

### Resolving an Employment Relationship Problem

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

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

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

Employers should contact an adviser/representative of choice.

### Personal Grievances

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

An employee may have a personal grievance where:

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

Note: The full meaning of the terms *personal grievance*, *discrimination*, *sexual harassment*, *racial harassment*, and *duress*, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only.

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 Department of Labour provides:

#### **An Information Service**

This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 20 90 20. The Department's Employment Relations Service internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz).

#### **Mediation Service**

The Mediation Service is a free and independent service available through the Department of Labour.

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 nor, 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 27      REDUCTION OF WAGES AND CONDITIONS - NGA HEKENGA UTU ME NGA WHAKARITENGA**

No employee coming within the scope of this agreement shall have her/his wages or salary or conditions reduced by reason of the operation of this agreement **except when the employee fails to meet their obligations under Salaries and Wages Clause 5(c) (iii)- In Training**

## **PART 28      UNION MEMBERSHIP - MEMATANGA O TE UNIANA**

- (a) The employer shall notify the union in writing on the coming into force of this agreement of the name and address of each employee covered by the agreement.
- (b) At the request of the union the employer shall notify the union quarterly in writing of:
  - (i) The name and postal address of each employee covered by this agreement;
  - (ii) A list of the jobs or classifications of each employee covered by this agreement.
- (c) The employer and the union agree that all reasonable steps will be taken to ensure that employees are informed of and given the opportunity to become members of the union.
- (d) The employer shall make available to new employees the form provided by the union to authorise deductions of union subscriptions as a direct debit from their bank account.  
Employers may deduct an administration fee of no more than 2.5% for any employee already set up to pay union fees via payroll deduction.
- (e) 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. The parties agree that consistent with the principles of the ERA and except as provided by s. 63 of that Act, the terms and conditions agreed at the date of settlement of this agreement will not be automatically passed on to employees not covered by this agreement

## **PART 29      NEW EMPLOYEES**

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

## **PART 30 CHANGES TO OPERATING MODEL**

### **Principal 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, or by the organisation looking for ways by which improvement to quality and delivery of service may be achieved.
- (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.

### **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 as per the requirements of section 4 (4) (c) of the Employment Relations Act 2000.

## **PART 31 TERM OF AGREEMENT - TE WHAKATAUNGA O TE KIRIMANA**

This agreement will come into force on 1<sup>st</sup> of April 2020 and shall continue in force until 31<sup>st</sup> March 2022.

**EXECUTED as an agreement.**

**Signed by the Parties to the Collective Agreement**

**For NZEI Te Riu Roa**

---

Liz Bathgate  
NZEI Field Officer

---

Dated

**For the Kawerau Pre-school Learning Centre (the Employer)**

---

Ebony Tipene  
Chairperson  
Kawerau Pre-school Learning Centre Incorporated

---

Dated

## APPENDIX A      EMPLOYMENT RELATIONS EDUCATION LEAVE

### Interpretation

In this Appendix, unless the context otherwise requires:

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

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

**specified date** means 1 April;

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

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

1. The maximum number of days of employment relations education leave that NZEI is entitled to allocate in a year in respect of an employer's eligible employees is the number of days calculated in accordance with 3, unless the employer agrees to the allocation of additional days.
2. The maximum number of days of employment relations education leave that NZEI is entitled to allocate in a year to an eligible employee is 5 days, unless the employee's employer agrees to the allocation of additional days.
3. Employment relations education leave expires if it is not allocated by the end of the year in respect of which it is calculated under 3, unless the employer agrees that the leave may be carried forward to the next year.

(i)      **Calculation of maximum number of days of employment relation's education leave**

The maximum number of days of employment relations education leave that NZEI is entitled to allocate in respect of an employer is based on the number of full-time equivalent eligible employees employed by the employer as at 1 April in that year, and is determined in accordance with the following table:

(ii)     **Calculation of maximum number of days of employment relation's education leave**

1. The maximum number of days of employment relations education leave that NZEI is entitled to allocate in respect of an employer is based on

the number of full-time equivalent eligible employees employed by the employer as at 1 April in that year, and is determined in accordance with the following table:

2. For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer:
  - (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
  - (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

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

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



NZEI may allocate employment relations education leave calculated in respect of an employer to 1 or more eligible employees of another employer only if, and to the extent that, the employers concerned agree, and subject to any terms and conditions agreed with the employers.

- (v) Allocation of employment relations education leave to eligible employee
  - 1. Employment relations education leave is allocated to an eligible employee by giving a notice to the employee, and a copy of the notice to the employee's employer, that informs the employee:
    - (a) That NZEI has allocated employment relations education leave to the employee; and
    - (b) Of the number of days of employment relations education leave allocated to the employee; and
    - (c) That the employee must take the employment relations education leave by the end of the year in which it is allocated; and
    - (d) Of the terms or effect of 7 and 8.
  - 2. The allocation of employment relations education leave does not, of itself, entitle the employee to take the leave.
- (vi) Eligible employee proposing to take employment relations education leave
  - 1. An eligible employee proposing to take employment relations education leave must tell her or his employer:
    - (a) That the employee proposes to take that leave; and
    - (b) The dates on which the employee proposes to take that leave; and
    - (c) The employment relations education that the employee proposes to undertake during that leave.
  - 2. An eligible employee must not take employment relations education leave unless the employee complies with (1) as soon as possible, but in any event no later than 14 days before the first day of such leave.
  - 3. An employer may refuse to allow an eligible employee to take employment relations education leave if the employer is satisfied, on reasonable grounds, that the employee taking employment relations education leave on the dates notified would unreasonably disrupt the employer's business.
  - 4. In (2) day means a day of the week other than a day in the period beginning with 25 December in any year and ending with 5 January in the following year.

(vii) Eligible employee taking employment relations education leave entitled to ordinary pay

1. An employer must pay to an eligible employee the employee's ordinary pay (as defined in section 4 of the Holidays Act 1981) for every day or part of a day taken by the employee as employment relations education leave.
2. However, an employer is not required to comply with subsection (1) in respect of any day for which the eligible employee is paid weekly compensation under the Accident Insurance Act 1998.

## **APPENDIX B            MEMORANDUM OF UNDERSTANDING**

**This memorandum of understanding sets out the common understanding of the parties with respect to elements of this collective agreement and their application:**

### **5 (f)    Rates of Pay**

- The Rates of Pay are calculated, for the purposes of this Collective Agreement, on ordinary hours of work for a week being forty (40) hours;
- Including fifteen (15) hours of meetings held each year with each meeting being of one (1) hour in duration [this does not include other meetings, which are held during working hours, when staff are released in their building to attend building-staff meetings];
- From time-to-time an employee may be required to work an additional hour and this will be paid at the hourly rate;

### **10 (b)    Annual Leave**

- Annual leave is accrued, in any annual leave year, on a pro rata basis (at 8% of gross earnings, to date, given an annual leave entitlement of four weeks);
- Each employee will receive a new entitlement to annual leave on the date of that employee's anniversary of appointment; and
- A new annual-leave year will begin, at that time, for that employee;
- Annual leave shall be taken within the annual-leave year;
- The granting of annual leave will be considered on the basis of any accrued entitlement;
- The employer may grant annual leave in advance of the accrued entitlement;
- Any request by an employee to take annual leave in advance of accrued entitlement must be in writing;
- The employer may seek repayment for any annual leave granted in advance of accrued entitlement, at a time where an employee leaves their employment with the centre;
- There will be a period of closure for a minimum of two (2) weeks at the end of the each calendar year to allow for employees to take a minimum two (2) weeks uninterrupted weeks of leave.

**10 (c) Long Service Leave**

- Entitlement for long service leave will be affected by a break in service, as detailed below, or by periods of leave without pay totalling more than 20 days in any one year;
- Periods of parental leave are counted as service for Long Service Leave;
- Staff who work part year or part-time will be entitled to the long service leave on a pro - rata basis after 10 years of service and this will be based on the hours worked over the previous twelve-month (12) period;
- Any employee, who resigns from their position at Creche or for whom a fixed-term position ends [i.e. a break in service] will not have the intervening period counted towards their long service leave entitlement; however
- The employee will have the previous service for Long Service Leave counted towards their entitlement should they return to a new position within 3 months, at Creche.

**11 (a) Sick Leave**

- The entitlement to sick leave shall be subject to the conditions for long service leave, as applicable.

**18 Time and Salary/ Wages Record**

- The Time and Salary/Wages record will be by way of time sheets as completed by each employee.

**Job-sharing**

- Teachers may apply to job share in the following situations:
  - Any two teachers may jointly apply for appointment to a position and be assessed as one applicant (on appointment the position would be a shared position);
  - On the joint application of two permanent employees the employer may appoint the two applicants to a shared position without advertising a vacancy.
- If one of the joint holders subsequently resigns or retires, the employer may:
  - Appoint the other holder to the position on a full-time basis without advertising the position;
  - With the agreement of the remaining joint holder, appoint a new sharer to establish a new permanent shared position (the new sharer may be any teacher already permanently appointed to the Centre, or a teacher from outside of the permanent staff); or
  - Offer the remaining employee the right to be permanent part time; or
  - Convert the position back to an individual, full-time permanent position.

- If the remaining joint holder declines to take up the full-time position then the employer may advertise the position for a new appointment.
- A job sharer's salary:
  - is paid on a pro rata basis;
  - Incrementation shall be based on the date of the anniversary of each employee's separate appointment to the position; and
  - Shall increment as for a permanent position.
- Job sharers are entitled to:
  - Leave on the same basis as permanent employees;
  - Sick leave as if a permanent position.

## APPENDIX C            TERMS OF SETTLEMENT

That the current terms and conditions will remain the same and the following terms and conditions of the Kawerau Pre-School Learning Centre Incorporated Collective Agreement have been agreed.

- **Section 31**  
This agreement shall come into force on the 1<sup>st</sup> of April 2020 and continue in force until and including the 31<sup>st</sup> of March 2022.
  
- **Section 5.f**  
That rates of pay be increased to reflect increases in funding and to minimum wage and living wage.
  - Tables in 5.f show rates of pay for the term of the Collective Agreement
  - An increase of 1.5% to be applied from 1<sup>st</sup> of April 2021 for the remainder of the term of the collective agreement.

Signed by the Parties to the Collective Agreement for NZEI Te Riu Roa

---

Liz Bathgate  
NZEI Field Officer

---

Dated

**For the Kawerau Pre-school Learning Centre Incorporated (the Employer)**

---

Ebony Tipene  
Chairperson  
Kawerau Pre-school Learning Centre Incorporated

---

Dated