

CITY CHILDREN

PORT AHURIRI

EARLY CHILDHOOD TEACHERS

COLLECTIVE

EMPLOYMENT

AGREEMENT

2014/2015

**Negotiated between Napier Community Childcare Centre
(Incorporated) and
New Zealand Educational Institute (NZEI Te Riu Roa)**

CITY CHILDREN/PORT AHURIRI

EARLY CHILDHOOD TEACHERS COLLECTIVE AGREEMENT

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1. **PARTIES – NGA ROOPU**

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

(i) Napier Community Childcare Centre Incorporated, who shall be referred to in this agreement as "the employer"

AND

(b) all early childhood teachers who have authorised NZEI Te Riu Roa to bargain on their behalf, and who: -

(i) are employed by Napier Community Childcare Centre Incorporated at the time at which this agreement comes into force; or

(ii) become employed by Napier Community Childcare Centre Incorporated during the currency of its term and who agree to become party to it;

who shall be referred to as "teachers" or "employees"

AND

(c) the New Zealand Educational Institute authorised representative of employees.

2. **COVERAGE & NEW EMPLOYEES – NGA KAIMAHI HOU**

(a) The following employees shall be covered by this agreement:

(i) All employees employed by the employer party to this agreement in any capacity in relation to supervision, care, and education of children in an education and care centre.

(b) Employees whose work is within the coverage 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 agreement.

(c) The parties agree that, consistent with the principles of the Employment Relations Act 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 the employees not covered by this agreement.

3. **VARIATIONS**

The parties agree that the terms and conditions contained in this agreement may be varied at any time by written agreement between NZEI Te Riu Roa, acting on behalf of the employee parties, and the employer, Napier Community Childcare Centre Incorporated.

4. DEFINITIONS – NGA WHAKAMARAMATANGA

(a) 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).

(b) Part-time teacher

- (i) A permanent part-time teacher is one regularly employed on one or more days per week for less than 30 hours per week. A part-time teacher may be employed regularly on one or more days in any week for a period longer than two weeks.
- (ii) Part-time teachers shall be paid pro-rata at the appropriate scale rate.
- (iii) A part-time teacher, part of whose ordinary hours of work fall on a day prescribed by this agreement as a holiday, shall be allowed such holiday and paid for the number of hours usually worked by her/him on that day of the week.
- (iv) For the purpose of this agreement, part-time teachers are deemed to be permanent and employment is continuous and they are entitled to all service entitlements under this agreement

(c) Part-year teacher

- (i) A part-year teacher is one whose annual engagement is less than 52 weeks or more than 30 weeks.
- (ii) For the purpose of this agreement, part-year teachers are deemed to be permanent, employment is continuous and they are entitled to all service entitlements under this agreement. Annual, sick and domestic leave shall be calculated on a pro rata basis in relation to the number of weeks actually worked in the calendar year as a percentage of 52.
- (iv) Part-year teachers whose normal work period includes a statutory holiday shall be paid for the usual number of hours worked on that holiday.
- (v) Part-year teachers 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 specified under clause 9 which falls outside their normal work period but on a day usually worked.

(d) Short-term relievers

A short-term reliever is a person employed by the employer to relieve in an existing position for 2 weeks or less.

Short-term relievers shall be entitled to all the provisions of this agreement except:

- 8(b) Annual holidays
- 9(a) Sick Leave
- 9(b) Domestic Leave
- 9(c) Leave on accident compensation

Short-term relievers shall be paid 10% of their ordinary rate on completion of their term of employment.

10% represents 8% proportionate annual holidays as per Holidays Act 2003 (Sec. 23.2) and 2% in lieu of sick and domestic leave.

(e) Long-term relievers

A long-term reliever is a person employed to relieve in an existing position for more than 2 weeks.

Long-term relievers shall be entitled to all the provisions of this agreement for the term of their employment on a pro-rata basis.

5. WAGES – NGA UTU

(a) Classification of employees

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

- i. **Supervisor**: is a teacher/kaiako whose duties include administration work and/or the care and education of children in the centre, supervision of staff and children and who has responsibility for the programme and daily routines of the centre.
- ii. **Assistant supervisor/senior early childhood teacher/kaiako**: is a teacher/kaiako whose duties include substantial responsibility for significant aspects of the normal duties of the supervisor as well as the care and education of children in the centre and who carries out the supervisor's duties in her/his absence.
- iii. **Early childhood teacher/kaiako**: is a teacher/kaiako engaged in the care and education of the children in the centre.
- iv. **Q3+** From 1 July 2007, Q3+ means an early childhood teacher holding a bachelors degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelors degree of teaching, or an honours degree of teaching, or an advanced diploma of teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelors degree of teaching together with a level 7, 120 credit relevant specialist qualification.

- v. Q3 means a teacher/kaiako holding a Bachelors Degree in Education or Bachelors Degree in Arts with a major in Maori Studies, Psychology or Education, or an Advanced Diploma of Teaching, or an teacher/kaiako 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 degree in language teaching, education technology, or educational management and leadership, in addition to a Diploma of Teaching or its equivalent. (*The attestation process is determined by Maori and recognised by the parties of this agreement.)
- vi. Q2 means an early childhood teacher/kaiako holding a Diploma of Teaching ECE or its equivalent and two-thirds of a degree as defined in (iv) (except a three-year pre-service teaching degree); or Higher Diploma of Teaching ECE.
- vii. Q1 means a teacher/kaiako holding the Diploma of Teaching (ECE) or its equivalent.
- viii. Registered means an early childhood teacher/kaiako holding the 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.
- ix. In training: means an early childhood teacher/kaiako who is enrolled and participating in a teacher education programme leading to a Diploma of Teaching (ECE) or a teaching degree (ECE). Provided that an early childhood teacher/kaiako who is in-training and is attested as fluent in te reo Maori shall be paid on the Q1 scale. Provided that any early childhood teacher/kaiako currently being paid as in-training shall continue to be paid on the in-training scale. Provided that an early childhood teacher/kaiako in training may not move from one in-training step to another without providing at the completion of each training year evidence of continued training.
- x. Unqualified: means a teacher/kaiako who holds no relevant training qualifications specified under sub-clause (vi) above.

(b) Wage Rates

Supervisor (Incl clothing reimbursement) 1st July 2014										
Centre Roll										
Staffing Responsibility	U1A 0 - 25		U1B 26 - 50		U2 51 - 100		U3 101 - 150		U4 151 +	
0 - 3	\$34.67	\$72,121	\$35.82	\$74,513	\$37.69	\$78,388	\$40.82	\$84,898	\$44.01	\$91,549
4 - 6	\$35.82	\$74,513	\$37.69	\$78,388	\$40.82	\$84,898	\$44.01	\$91,549	\$44.01	\$91,549
7 - 10	\$37.69	\$78,388	\$40.82	\$84,898	\$44.01	\$91,549	\$44.01	\$91,549	\$45.84	\$95,342
11 - 15	\$40.82	\$84,898	\$44.01	\$91,549	\$44.01	\$91,549	\$45.84	\$95,342	\$45.84	\$95,342
16 +	\$44.01	\$91,549	\$44.01	\$91,549	\$45.84	\$95,342	\$45.84	\$95,342	\$45.84	\$95,342

Supervisor (Incl clothing reimbursement) 1st July 2015										
Centre Roll										
Staffing Responsibility	U1A		U1B		U2		U3		U4	
	0 - 25		26 - 50		51 - 100		101 - 150		151 +	
0 - 3	\$35.02	\$72,842	\$36.18	\$75,258	\$38.06	\$79,172	\$41.22	\$85,747	\$44.45	\$92,465
4 - 6	\$36.18	\$75,258	\$38.06	\$79,172	\$41.22	\$85,747	\$44.45	\$92,465	\$44.45	\$92,465
7 - 10	\$38.06	\$79,172	\$41.22	\$85,747	\$44.45	\$92,465	\$44.45	\$92,465	\$46.30	\$96,295
11 - 15	\$41.22	\$85,747	\$44.45	\$92,465	\$44.45	\$92,465	\$46.30	\$96,295	\$46.30	\$96,295
16 +	\$44.45	\$92,465	\$44.45	\$92,465	\$46.30	\$96,295	\$46.30	\$96,295	\$46.30	\$96,295

Head Teacher (Incl clothing reimbursement)					Assistant Supervisor (Incl clothing reimb'snt)				
Staffing Responsibility	1st July 2014		1st July 2015		Centre Roll	1st July 2014		1st July 2015	
0 - 3	\$34.59	\$71,948	\$34.94	\$72,668	0 - 25	\$33.19	\$69,030	\$33.52	\$69,721
4 - 6	\$35.51	\$73,860	\$35.86	\$74,599	26 - 50	\$33.67	\$70,034	\$34.01	\$70,735
7 - 10	\$36.43	\$75,773	\$36.79	\$76,531	51+	\$34.59	\$71,948	\$34.94	\$72,668
11 +	\$37.35	\$77,686	\$37.72	\$78,463					

Childcare Educator (Incl clothing reimbursement)					
Step	1st July 2014		1st July 2015		
1	\$16.15	\$33,598	\$16.31	\$33,934	Q1 entry
2	\$17.39	\$36,181	\$17.57	\$36,543	Q2 entry
3	\$19.26	\$40,057	\$19.45	\$40,458	
4	\$21.12	\$43,934	\$21.33	\$44,373	Q3 entry
5	\$21.74	\$45,228	\$21.96	\$45,680	Q3+ entry
6	\$22.68	\$47,166	\$22.90	\$47,638	
7	\$23.92	\$49,750	\$24.16	\$50,248	
8	\$25.78	\$53,627	\$26.04	\$54,163	Q1 Max
9	\$27.65	\$57,503	\$27.92	\$58,078	Q2 Max
10	\$30.19	\$62,802	\$30.50	\$63,430	
11	\$31.25	\$64,998	\$31.56	\$65,648	Q3 Max
12	\$32.87	\$68,377	\$33.18	\$69,020	Q3+ Max

Early Childhood Teacher in Training					
Step	1st July 2014		1st July 2015		
1	\$15.15	\$31,512	\$15.30	\$31,824	
2	\$15.92	\$33,114	\$16.08	\$33,446	
3	\$16.74	\$34,819	\$16.91	\$35,173	
4	\$17.55	\$36,504	\$17.73	\$36,878	

Early Childhood Teacher unqualified					
Step	1st July 2014		1st July 2015		
1	\$14.45	\$30,056	\$14.60	\$30,368	
2	\$15.26	\$31,741	\$15.41	\$32,053	
3	\$16.08	\$33,446	\$16.24	\$33,779	
4	\$16.90	\$35,152	\$17.07	\$35,506	

(c) Operation of Wage Scale

- (i) Salary on appointment**
Teachers with previous teaching experience and/or previous relevant work experience shall be paid at the relevant service step of the relevant qualifications group.
- (ii) Service Recognition**
Service as a qualified teacher within the early childhood sector or as a qualified registered teacher employed in a teaching position in a state or integrated primary, special, area or secondary school shall count for wage purposes, provided that a teacher holds the benchmark qualification for ECE teaching.
- (iii) Progression:**
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.
- (iv) Previous Relevant Work Experience**
In addition to years of service recognised under 5 (c)(ii) the employer shall recognise previous paid work experience that is directly relevant to the teacher's duties and responsibilities and which has occurred within 10 years of the application for credit, subject to the provisions of this clause.

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

Any qualified teacher covered by this agreement on 1 July 2005 may have their service prior to date recognised and may be allowed to progress a maximum of two steps because of this service.

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

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

- Voluntary Service Abroad - providing service was in a teaching position while the teacher held a teaching certificate
- Teacher education lecturers and community education tutors - providing service was in a teaching position while the teacher held a teaching certificate
- Kaiarahi i te Reo
- Teacher Aides / Kaiawhina
- Public sector employment with education focus, e.g., Ministry of Education, Early Childhood Development or other Crown Education Agencies
- Education officer in Government and non-Government organisations

- Special Education
- Social worker employed by DSW or Board of Trustees
- Professional officer of NZEI /PPTA /TTANZ
- Librarian
- Unqualified employees in teaching positions in state or integrated primary, special, area or secondary schools, including Kaupapa Māori education
- Museum, Art Gallery, Zoo education officers (except for those previously employed in such positions by state or integrated schools)
- Unqualified or in-training employees in teaching positions in licensed early childhood education centres including kindergartens and Ngā Kohanga Reo
- Unqualified coordinators in home-based early childhood education services.

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

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

These provisions will apply to unqualified and in-training teachers employed prior to this date, once they are to be paid as qualified teachers (on the unified teaching pay scale) having completed an ECE teacher education qualification and become registered.

- (v) Operation of the salary scales for Positions of Leadership
The following shall apply:
 - (a) **Centre/Network Roll:** The centre/network roll is determined by the actual number of children enrolled in a centre or Home-based early childhood network, as at 30 June each year. Should the roll increase or decrease by 20% or more at 1 June in any subsequent year an affected 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 5(b) shall apply on the following 1 December.
 - (b) **Staffing Responsibility:** Staffing responsibility shall be determined as the number of permanent employees, including part-timers, part year employees and job shares. Should a teachers' staff responsibility increase or decrease an effected employee or employer can request that a salary review be undertaken. The member and the employer may be represented at such review. If there is no agreement on a revised salary the appropriate rate set out below in 5(b) shall apply six months after the increase or decrease.

6. HOURS OF WORK – NGA HAORA MAHI

- (a) The ordinary hours shall be defined as 40 hours per week.
- (b) The ordinary hours of work shall not exceed eight per day nor be less than two per day from Monday to Friday, to be worked between the hours 7.00am and 6.00pm.
- (c)
 - (i) Where a teacher works four hours per day or more or 20 hours per week or more, she/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 one and a half hours.
 - (ii) Where a teacher works six hours per day or more or 30 hours per week or more she/he shall be entitled to work one hour a day 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 assessment, planning, parent contact, preparation of activities, administration etc. Generally non-contact time will be used to complete professional work in support of learning and teaching.
 - (iv) A teacher shall always be available to attend to the children in the case of an accident or an emergency.
 - (v) Where a teacher 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 sub-clause (b) of clause 7.
- (d) All hours of work shall be continuous from time of starting each day without any breaks, other than those prescribed for meals and refreshments.
- (e) Subject to the provisions of sub-clause (d) of this clause, one hour daily shall be allowed for lunch, between the hours of 11:00am and 2:30pm. The hours between which the lunch break shall be taken may be varied by agreement between the employer, the union and the teacher(s).
- (f) A break of 10 minutes morning and afternoon shall be allowed for refreshments. The employer shall supply tea, coffee, milk, sugar and hot water free of charge during meal and refreshment breaks. The employer shall endeavour to ensure that refreshment breaks are uninterrupted.
- (g) No teacher shall be required to work for longer than three hours without a refreshment break or five hours without a meal break.
- (h) By mutual agreement with the employer, and the individual teacher, the lunch hour may be reduced to not less than 30 minutes.

- (i) No teacher shall be required to work other than her/his agreed hours unless she/he is willing.

7. OVERTIME – HAORA TUWHENE

- (a) All overtime worked is to be at the discretion of the employer.
- (b) All time worked on any day in excess of the ordinary hours – as per clause 6(a) and (b) shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and thereafter at double time. Overtime shall be calculated on a daily basis.
- (c) Where a teacher is required to work overtime for more than one hour after completing the usual shift or usual day's work and such overtime extends over the teacher's usual mealtime, the employer shall provide a meal.
- (d) By mutual agreement between the employer and the individual teacher concerned, overtime may be reimbursed by allowing time off in lieu of payment at time for time for the actual overtime hours worked.

8. CALL-BACKS – NGA KARANGA O MURI

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

9. TERMS OF EMPLOYMENT- NGA WHAKATAUNGA MO TE MAHI

- (a) The employment and notice of termination shall be fortnightly or monthly, as may be agreed at the time of employment.
- (b) Wages shall be paid in full weekly or fortnightly, or at any other period as may be agreed between the educator and the employer, not later than the Thursday after the end of the pay period, and within the working hours of the centre. When a pay date falls on a statutory holiday, payment of wages shall be made not later than the working day immediately preceding the holiday. *Educators* shall be paid within ten working days of termination of their agreement.
- (c) A pay slip shall be supplied whenever the take-home pay of the employee changes or at the request of the individual employee.
- (d) (i) No deduction shall be made from the weekly wages without the employee's consent.

(ii) The employer may make deductions from weekly wages for statutory requirements (e.g PAYE) after advising the employee.

- (e) Notice of termination: Two working week's notice of termination of employment shall be given by the employer or teacher, unless a greater or lesser period of time is agreed on in writing by both parties. 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) Serious misconduct: A finding of serious misconduct may result in "instant" or 'summary' dismissal.

This means that the dismissal may occur without notice or without requiring a history of "previous" warnings. An investigative process must still occur.

Serious misconduct may include the following:

Assault

Theft

Fraud

Refusal or failing to obey lawful orders

At work under the influence, or consuming drugs or alcohol

Falsification of documentation

In instances other than serious misconduct no employee shall be dismissed other than in accordance with the procedures set down in clause 11.

- (g) **Abandonment of employment** – Where an employee is absent from work for more than five working days without notification to the employer, s/he shall be deemed to have terminated her/his employment provided that the employer has made all reasonable efforts to contact the employee during this period and provided that the employee through no fault of her/his own was unable to contact the employer.
- (h) For the purposes of this agreement, continuous service with the same employer shall not be deemed to be broken by reason of sale or transfer of a business to a new employer who continues to employ such teachers
- (i) Wages may be paid by lodgement at a bank to the credit of an account standing in the name of the teacher/kaiako with the written consent of the teacher/kaiako.
- (j) **Equal Opportunity:** The parties to this agreement agree with the principles of equal opportunity in employment.

10. COMPETENCY – NGA MATATAUTANGA

- (i) Where there are matters of competency, which are causing concern in respect of any employee, the employer shall advise the employee in writing of the concern(s) and shall put in place appropriate assistance and personal guidance to assist that employee.

- (ii) Where this assistance and guidance has not remedied the situation, the disciplinary procedures in accordance with clause 11(i), (ii), (iii), (iv) shall apply.

11. DISCIPLINARY PROCEDURES – NGA HATEPE WHAKAHAU

Where an employer has a complaint(s) regarding an employee's conduct of duties, treatment of a child or any other matter the employer shall:

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

12. HEALTH AND SAFETY

- (i) The parties to this 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) 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.

- (iii) 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.

13. HOLIDAYS – NGA HARAREI

(a) Public Holidays

- (i) The following shall be the recognised holidays, which shall be paid for at ordinary rates, except when a holiday falls on a day other than an ordinary working day: New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary Day or a day in lieu thereof.
- (ii) The employer shall pay wages for the above holidays to all teachers/kaiako performing work coming within the scope of this agreement who have been employed by them at the time during the fortnight ending on the day on which the holiday occurs.
- (iii) Where any teacher/kaiako has been employed upon 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, she/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.

Permanent teachers/kaiako who have not been employed elsewhere during that fortnight on work coming within the scope of this award 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 be paid the full holiday payment.

- (iv) In the event of a holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- (v) Any work done on the above holidays shall be paid at double time rates. In addition an alternative holiday will be granted and will be paid at the employee's relevant daily pay.

(b) Annual holidays

- (i) Annual holidays shall be allowed in accordance with the provisions of the Holidays Act 2003 of four weeks upon completion of 12 months service.

- (ii) Leave for employees with less than 12 months service shall be calculated on a pro-rata basis.
- (iii) On completion of three years' current continuous service with the same employer or in the same establishment, each teacher/kaiako shall at the end of the third year and for subsequent years be entitled to an annual holiday of five weeks instead of four weeks as prescribed in the agreement. The additional week may be taken in conjunction with or separately from the four weeks, as may be mutually arranged between employer and the teacher.
- (iv) Anticipated leave may be approved by the Employer. Staff may accrue six weeks leave per year. Staff may make individual requests of the Employer to accrue additional leave under special circumstances.
- (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.
- (v) Annual leave will continue to accrue while an employee is on ACC, parental leave, leave for voluntary military service, and paid or unpaid sick or bereavement leave.
- (vi) Where an employee 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.

(c) Long Service Leave

On completion of ten years' service with the same employer, each employee shall be entitled to a one-off provision of one week's long service leave in addition to their annual leave entitlement. The timing of this leave shall be by agreement between the employer and employee. However, such leave shall be applied for but not necessarily taken within twelve months of the entitlement falling due.

Any staff member with ten years current service as of 1 July 2008 will be granted the above provision retrospectively.

14. SICK AND RELATED LEAVE – WHAKAAETANGA TURORE ME ETAHI ATU E ORITE ANA

- (a) Full-time teachers and part-time teachers shall be entitled to sick leave on the following basis:-
 - (i) After two weeks' current continuous service with the same employer, a teacher shall be entitled to 3 days' sick leave.
 - (ii) After 3 months service with the same employer, a teacher shall be entitled to a further 9 days sick leave for that year. The

annual entitlement is 12 days. Part-time employees will be entitled to sick leave calculated on a pro-rata basis according to the number of days worked per week provided it not be less than five (5) days per annum.

- (iii) Sick pay for a day shall be calculated according to the number of hours normally worked on the day of absence, but not exceeding eight hours per day.
 - (iv) Payment shall be at ordinary rates which apply or would apply to the teacher.
 - (v) Unused sick leave shall accumulate to a teacher's credit up to a maximum of 62 days, limited as prescribed by paragraph (ii) above.
- (b) Domestic leave: After three months continuous service employee shall be entitled to four days paid leave each year to attend to the medical needs of a partner or dependant. Such leave is not cumulative. Further domestic leave over and above this entitlement shall be offset against the employee's sick leave entitlement.
 - (c) In respect of absence of three consecutive days or more due to sickness, the employer may at her/his discretion require the production of a medical certificate as a proof of illness.
 - (d) The teacher shall ensure that notice is given directly to the person designated by the employer on the first day of absence due to illness, no later than half an hour before normal starting time.
 - (e) Absent teachers shall notify the employer the day before returning to work of their intention to do so.
 - (f) Sick pay shall not be paid for any special holidays or annual holiday for which a payment has already been made in accordance with other provisions of this award.
 - (g) Sick leave includes attendance at doctor, dentist and hospital appointments.
 - (h) Existing sick leave entitlements may be taken by a teacher as domestic leave in the case of illness or emergency, to attend a spouse or dependent.
 - (i) **Long Term Sick Leave:**
 - (i) An employee with twelve months or more service with the same employer, who has no unused sick leave entitlement left, shall be granted unpaid sick leave up to three consecutive months on production of a medical certificate from a registered medical practitioner. Additional sick leave may be granted at the employer's discretion.

- (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 sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced. The Trust shall make every endeavour to ensure that the person returning to work after a period of long term sick leave will be placed in the same centre s/he was working in previously.

(j) Leave on Accident Compensation:

Any employee suffering a personal injury shall be granted leave without pay in respect of any period in which they are eligible to receive compensation for lost earnings pursuant to the provisions of the employers worker's accident insurance policy and/or the Accident Insurance Act 1998 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.

15. SPECIAL LEAVE – WHAKAAETANGA MOTUHAKE

(a) Parental leave

An employee with 6 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.
- (iii) The employee concerned must specify the length of time required for leave. It is the employer's responsibility to ensure that existing staff/child ratios in the centre remain the same during the period of parental leave by employing a reliever or relievers where necessary.
- (iv) If an employee on parental leave decides to resign, notice of that decision must be given at least one month before the leave period expires.

- (v) If an employee returns to her/his employment after a break in service for parental purposes, she/he shall maintain any service entitlements to sick leave and service pay accrued before her/his service was broken, or any other service entitlement under this agreement including service entitlement under Clause 3 wages.
- (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 employed for less than 15 hours per week.
- (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 the light of the Parental Leave and Employment Protection Act 1987 along with its subsequent amendments.

(b) Parenting Leave

Two weeks' unpaid leave shall be provided where a teacher wishes to remain at home for the purpose of any of the following:

- (i) being present at the birth of her/his partner's child;
- (ii) providing 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 teacher's partner.

(c) Professional Development Leave

- (i) The Trust will provide a list of training providers it is willing to pay fees for.
- (ii) On application to the Trust each employee may be granted up to seventeen days paid leave per year for the purposes of study leave and/or upgrading training leave. Part-time employees may be granted paid leave on a pro-rata basis; provided it not be less than seven (7) days per year.
- (iii) Study leave will be granted to enable employees to attend in-service courses, training courses, hui, meetings, seminars, training courses and/or conferences directly related to their work and to fulfil course requirements for study directly related to their work.

- (iv) Employees shall be granted a maximum of 3 days per year over and above the entitlement in clause 15 (c) (ii) to attend courses where the cost of relievers is paid by the training provider.
- (v) Where an employee has enrolled in a recognised in-service course, after seeking approval from the employer, for the purpose of up-grading her/his qualification to reach equivalence with the three year early childhood education diploma the employer may pay 50% of the fees and registration per employee each year after the successful completion of the course provided that the employer has the right to claim reimbursement of 50% of the fees if the employee does not complete course requirements.
- (vi) Should an employee enrol in a recognised course for the purpose of upgrading her/his qualification to reach equivalence with the three year early childhood diploma, that requires her/him to take leave from the centre for more than 7 days and up to 12 months, the employer may grant her/him unpaid leave for the duration of that course.
- (vii) A case for hardship can be made if someone needs fees to be paid before the course starts.
- (viii) The employer shall reimburse 100% of all course fees for mandatory courses e.g. First Aid.

(d) Bereavement Leave

A teacher shall be entitled to take bereavement leave in accordance with the following:

- (i) A teacher suffers a bereavement on the death of the Employee's:
 - Spouse
 - Parent
 - Child
 - Brother or sister
 - Grandparent
 - Grandchild
 - Spouse's Parent
- (ii) A teacher suffers a bereavement on any other occasion and which the Employer accepts the teacher has suffered a bereavement as a result of the death. The relevant factors in deciding this include:
 - the closeness of the association between the teacher and the deceased person:
 - whether the teacher has to take significant responsibility for all or any of the arrangements for the ceremony relating to the death:

- any cultural responsibilities for the teacher in relation to the death.

The Employer will allow the Employee to take 3 days bereavement leave for each type of bereavement described in clause (i) and 1 day for a bereavement described in clause (ii).

Bereavement leave shall be on pay; each day calculated on the basis of the pay the Employee would have otherwise received had the day not been a leave day (relevant daily pay).

The Employee shall make every effort to notify the Employer before the normal commencing time for work on any day that the Employee intends taking bereavement leave.

(e) 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.

(f) Professional Development

Leave without pay: An employer may grant leave without pay for up to one year for the purpose of Professional Development upon application by an employee. Periods of leave without pay totalling more than 20 days in any one year shall not count towards service entitlements.

16. REIMBURSEMENT ALLOWANCES – NGA TAPENGA UTU MO TE WHAKAHOKI ATU

(a) Motor Vehicle Running

Where a teacher is required by her/his employer to use her/his own vehicle in the course of the work, she/he shall be reimbursed at the rate as specified by the IRD in the new Standard Rates of Reimbursement at 62 cents per kilometre.

(b) Additional Travelling Expenses

In the event of a teacher being required by her/his employer to work or relieve in an establishment other than the one in which she/he is usually employed, the employer shall pay such teacher's additional travelling expenses incurred in connection with such employment.

(c) Clothing Reimbursement

Untrained and In-Training employees shall receive \$2.00 per working day as reimbursement for clothing purchased. Payment will be on a pro rata basis for part time employees.

(d) Teacher Registration

The employer shall reimburse 100% of the cost of initial teacher registration and of the renewal of practicing certificates for all registered teachers in their employ.

Qualified teachers shall immediately and no later than one month following becoming qualified make the necessary arrangement to become registered.

17. EMPLOYMENT RELATIONS EDUCATION LEAVE

The employer shall grant paid leave to employees to attend employment related education courses in accordance with the provisions of Part 7 of the Employment Relations ACT 2000. If the Employment Relations Act is repealed, these clauses will no longer apply and will revert to the clause 17 – paid Trade Union Education Leave – arrangements as per the City Children/Port Ahuriri Early Childhood Teachers CEC 1999 – 2001.

18. STAFF MEETINGS – NGA HUI A NGA KAIMAHI

- (i) Each staff member shall attend necessary staff / planning meetings to a maximum of 4 hours per month provided that further entitlement shall be granted, if the employer is satisfied that the needs of the centre and staff make further meetings desirable.
- (ii) Such meetings shall be paid at the normal hourly rate.

19. CENTRE REPRESENTATIVE – NGA MANGAI O I A WAHI

The employer shall give recognition to a teacher who is elected by the teachers and endorsed by *the Union Executive* as a centre representative.

20. REDUNDANCY – UTU WHAKAMUTU MAHI

Where the services of a teacher or teachers are no longer required on the grounds of redundancy whether by closure or by other reasons, the employer shall in the first instance contact the union to arrange to meet and fully discuss the situation. The purpose of such discussions shall be to canvass alternatives to redundancy for affected staff, and to lessen the impact on staff wherever possible. At the least the Employer will consider and arrange the following:

- (a) Redeployment
As an alternative to redundancy, the employer may offer redeployment to a suitable alternative position within their employ and wherever possible, the offer of a position:
 - (i) in the same location or within reasonable commuting distance; and
 - (ii) with substantially similar terms and conditions of employment; and with comparable duties and responsibilities.
- (b) If no alternative to redundancy is arrived at, the employer shall give notice to the affected employee/s of not less than one month.

- (c) During the period of notice the employer will give assistance in the preparation of curriculum vitae if requested and allow the affected employee/s reasonable paid time to attend interviews.
- (d) The employer will meet with the union to discuss redundancy provisions which may include redundancy compensation for affected staff.

a) Sale, transfer or contracting out

The provisions of this clause shall apply in the event of the contracting out of any work of the employees covered by this agreement or in the event of the sale or transfer of ownership of all or part of the business, except where the incoming employer is a party to this agreement and/or the employee is offered employment on terms and conditions no less favourable, then the employee shall be deemed not to have been made redundant.

b) Statutory Employee Protection Provision

If the Employer enters into any contract or arrangement with any person ("the new employer") under which all or part of the Employer's business is contracted out, sold or transferred to the new employer, the Employer will seek to raise for discussion with the new employer prior to such restructuring the extent to which restructuring may affect employees and, where employment may be affected, advise the outcome of this to employees who are potentially affected.

Matters which the Employer will seek to raise in discussions with the new employer will include whether or not the new employer will make offers of employment to the existing employees and if so, whether employees will be offered employment, and if so, whether the offers will be made on terms which are generally no less favourable than employees' existing terms and conditions, including service related conditions.

At the time of any such restructuring, the Employer will review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the new employer, by considering the employment agreement of that employee together with the Employer's employment policies existing at that time and the employee's personnel records. Individual entitlements will be notified by the Employer to any such employee. This clause is intended to conform to the requirements of Employment Relations Amendment Act (No. 2) 2004.

21. RIGHT OF ENTRY – ARA WHAKAAE

In accordance with the Employment Relations Act 2000, a representative of the union shall be entitled to enter the 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.

22. TIME AND WAGES RECORD – NGA UTU ME TE PUKA WA MAHI

- (a) The employer shall at all times keep a record showing in the case of each teacher covered by this agreement:-
 - (i) the name of the teacher;
 - (ii) the teacher's age, if under 20 years of age;
 - (iii) the teacher's postal address;
 - (iv) the kind of work in which the teacher is usually employed;
 - (v) the agreement under which the teacher is employed;
 - (vi) the classification or designation of the teacher under the agreement according to which the teacher is paid;
 - (vii) the hours between which the teacher is employed on each day, and the days of the teacher's employment during each week;
 - (viii) the wages paid to the teacher each week and the method of calculation.
- (b) The time and wages 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.

23. WORKING FACILITIES – NGA WHAKAURUNGA MAHI

- (a) No employer shall require any educator 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 teachers employed in each centre.
- (c) The employer shall provide and maintain for the use of teachers, 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 teachers, adequate and suitable accommodation for clothing not worn during working hours, and shall also provide such arrangements as are reasonably practical for the drying of such clothing.
- (e) The employer shall provide and maintain for the use of teachers whose work is done standing, 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 the maximum number of teachers employed at any one time in a centre is usually more than six, the employer shall provide, maintain and keep clean, a suitable space for the use of teachers to rest when indisposed, during breaks and/or eating meals.

24. REDUCTION OF WAGES AND CONDITIONS – NGA HEKENGA UTU ME NGA WHAKARITENGA

No teacher who becomes a party to this agreement shall have her/his wages or salary or conditions reduced by reason of this agreement.

25. PERSONAL GRIEVANCES – NGA WHAKAMAU E PA ANA DISPUTES PROCEDURES – NGA HATEPE WENEWENE

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

- (a) The following is a plain language explanation of the employment relationship problem resolution services.

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.

(b) 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's 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.

(c) 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.

(d) 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 800 863. The Department's Employment Relations Service Internet address is www.ers.dol.govt.nz and can be contacted by e-mail at 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 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.

In the event of a dispute about the interpretation application or operation of this agreement, the dispute procedures outlined in the Second Schedule of the Employment Contracts Act 1991 shall be followed.

26. UNION NOTICE BOARD – TE PAPA PANUI PURONGO A TE UNIANA

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

27. RECORD OF SERVICE

Each teacher 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.

28. UNION MEMBERSHIP – MEMATANGA O TE UNIANA

- (a) At the request of the union the employer shall notify the union quarterly in writing of the name and address of each teacher covered by the agreement.
- (b) The employer and the union agree that reasonable steps will be taken by the employer to ensure that educators are informed of and given the opportunity to become a member of the union.
- (c) The employer will have the option either to deduct union fees from the wages of union members covered by this agreement, or to require teachers to complete automatic payment authorities for the payment of fees to the union, which automatic payment authority shall be forwarded by the employer to the teacher's bank.

Where the employer elects to deduct union subscriptions, the union shall make available to the employer forms to authorise such deductions. On the signing of such authorisations, the employer shall deduct union subscriptions from the wages of union members each pay day and remit the subscriptions to the union at three-monthly intervals.

29. UNION MEETINGS – NGA HUI UNIANA

The Union may hold up to two union 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.

30. EMPLOYER DECLARATION

The Trustees of the Napier Community Childcare Centre Incorporated (the employer) are signing this collective employment agreement as trustees of the Napier Community Childcare Centre Incorporated only and incur no personal liability whatsoever in respect of this agreement.

31. TERM OF AGREEMENT – TE WHAKATAUNGA O TE KIRIMANA

This agreement shall be deemed to have come into operation on the 1st of November 2013 and shall continue in force until the 30th September 2015.

Statement of Commitment to Pay Parity

The parties to this collective agreement are committed in principle to pay parity for qualified, registered Early Childhood teachers with teachers in comparable kindergarten and the primary and secondary education sectors, contingent on government funding being maintained at (increased to) an appropriate level to implement it.

The Parties agree to monitor salary increases/rates in the Early Childhood Education Collective Agreement of Aotearoa New Zealand and to reconsider joining The Early Childhood Education Collective Agreement of Aotearoa New Zealand as a subsequent party during the term of this agreement on or before 31st August 2015, in preparation for the renegotiation of this agreement in September 2015.

Authorised Representative for
the Employer

Authorised Representative for
the Employees, NZEI Te Riu Roa

Date

Date