

Melody Childcare Centre
Collective Employment Agreement
2015 - 2016



1.0 GENERAL

1.1 PARTIES

This collective agreement is made pursuant to the Employment Relations Act 2000, and is made between, and is binding on, the following parties:

- 1.1.1 **Melody Childcare Centre**, the "Employer"; and
- 1.2.1 **the New Zealand Educational Institute Te Riu Roa** ("NZEI Te Riu Roa" or "the union").

1.2 COVERAGE

- 1.2.1 The following employees who are NZEI members shall be covered by this agreement:
- 1.2.2 All employees employed by Melody Childcare Centre in any capacity in relation to supervision, care, and education of children.
- 1.2.3 The parties agree that the terms and conditions agreed at the date of settlement of this agreement will not be passed on to the employees not covered by this Agreement.
- 1.2.4 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.

1.3 DEFINITIONS

The following definitions apply for the purposes of this agreement unless specified otherwise.

- 1.3.1 **Full Time Employee** means any employee employed for 40 hours per week.
- 1.3.2 **Permanent part-time** means any employee member rostered for less than 40 hours per week, on one or more days, in any week for a period longer than two weeks. Permanent/part-time early childhood teachers are deemed to be permanent and employment is continuous. All service entitlements (sick leave, professional development leave shall be calculated on a pro rata basis).
- 1.3.3 **Job Description** means a description of an employment position. Melody Childcare Centre will provide a job description for each employment position administered by this Agreement.

1.4 TERM OF AGREEMENT

- 1.4.1 This Agreement shall come into force on 1st January 2015 and continue in force until and including 31st December 2016.

2.0 OBLIGATIONS

2.1 EMPLOYER

The Employer shall:

- 2.1.1 Act as a good Employer in all dealings with the Employee
- 2.1.2 Deal with the Employee and any representative of the Employee in good faith in all aspects of the employment relationship, and
- 2.1.3 Take all practicable steps to provide the Employee with a safe and healthy work environment

2.2 EMPLOYEE

The Employee shall:

- 2.2.1 Comply with all reasonable and lawful instructions provided to them by the Employer
- 2.2.2 Perform their duties with all reasonable skill and diligence
- 2.2.3 Conduct their duties in the best interests of the Employer and the employment relationship
- 2.2.4 Deal with the Employer in good faith in all aspects of the employment relationship
- 2.2.5 Comply with all policies and procedures (including any Codes of Conduct) implemented by the Employer from time to time, and
- 2.2.6 Take all practicable steps to perform the job in a way that is safe and healthy for themselves and their fellow employees.

3.0 TERMS OF EMPLOYMENT

3.1 FIXED PLACE OF WORK

- 3.1.1 The parties agree that the Employee shall perform their duties at **Melody Childcare Centre, Ruakura Research Centre, Hamilton.**

3.2 HOURS OF WORK

- 3.2.1 The Employee's normal hours of work shall be 40 hours per week, between the hours of 7.00am and 6.00pm on weekdays. The Employee is also required for one additional hour per week for staff meeting attendance held outside the Centre opening hours. The Employee may also be required to perform such overtime as may be reasonably required by the Employer in order for the Employee to properly perform their duties. The Employee's salary compensates them for all hours worked.
- 3.2.2 The Employee shall be entitled to a lunch break on each working day of employment, of 30 minutes (unpaid) between the hours of 11.00am -- 2.00pm, to be taken at a time that meets the operational needs of the centre or such other time as the parties agree from time to time.
- 3.2.3 All hours of work shall be continuous from the time of starting each day without any breaks other than a rostered paid ten minute morning and afternoon refreshment break daily.
- 3.2.4 No employee shall be required to work other than her/his contracted hours unless she/he is willing. Under no circumstances will a child be left unattended.
- 3.2.5 Employees shall be entitled to non-contact time to meet the requirements of duties such as assessment, planning, parent contact, preparation of activities, administration etc. Non-contact time hours may vary from week to week due to operational requirements of the Centre.
- 3.2.6 An Employee's availability to the children in cases of accident or emergency will not be diminished during this period.

4.0 CLASSIFICATION AND DEFINITIONS

4.1 CLASSIFICATION OF EMPLOYEES

4.1.1 For the purposes of this Agreement the following classifications shall apply:

- Assistant Manager
- Early Childhood Head Teacher
- Early Childhood Teacher
- Unqualified Teacher
- In-training Teacher

4.2 DEFINITIONS

4.2.1 **Assistant Manager:** is responsible for supporting the Centre Manager on a daily basis and carries out additional responsibilities in the Centre Manager's absence.

4.2.2 **Early Childhood Head Teacher:** is a qualified early childhood teacher/kaiako who is responsible for staff and leads the team within a designated area.

4.2.3 **Early Childhood Teacher/kaiako:** is an early childhood teacher engaged in the education and care of the children in the centre.

4.2.4 **Qualified:** Means the holder of a recognised ECE teaching qualification recognised by the New Zealand Teachers Council.

4.2.5 **Unqualified Teacher:** Means a teacher who holds no recognised early childhood teaching qualification.

4.2.6 **In training Teacher:** Means an early childhood teacher who is enrolled and participating in a teacher education programme leading to a Diploma of Teacher (ECE) or a teaching degree (ECE).

4.2.7 **Registered:** Means an early childhood teacher 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 New Zealand Teachers Council.

4.2.8 **Fully Registered:** Means an early childhood teacher who has met the criteria for full registration and has been issued with a current practicing certificate by the New Zealand Teachers Council.

4.2.9 **Provisionally Registered Teacher (PRT):** Means a qualified teacher, who has not yet met the Registered Teacher Criteria for the first time and gained full registration in New Zealand. A PRT has up to six years to gain full registration. Current information on obtaining full registration can be obtained from New Zealand Teachers Council www.teacherscouncil.govt.nz

4.2.10 **Relievers:** A reliever is a teacher contracted by the employer to relieve in an existing position. Relievers shall be entitled to all the provisions of this agreement for the term of their employment.

4.2.11 **Fixed term employment:**

- (a) An employee and an employer may agree that the employment of the employee will

end:

- (i) at the close of a specified date or period; or
- (ii) on the occurrence of a specified event; or
- (iii) at the conclusion of a specified project.

(b) Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (a) the employer must:

- (i) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
- (ii) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

(c) The following reasons are not genuine reasons:

- (i) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
- (ii) to establish the suitability of the employee for permanent employment.

4.2.12 **Clerical employees:** Any employee primarily employed to undertake clerical and/or administrative duties.

5.0 SALARIES AND WAGES

5.1 PAY SCALE

- 5.1.1 The below salary ranges are effective from 25th May 2015 and are applicable for the duration of this Agreement.
- 5.1.2 The Employee shall be entitled to a pay increase of 1.5% of their current salary as at 31st December 2014 effective from 25th May 2015.
- 5.1.3 The Employee shall transition to the new salary table in 5.1.7 on 25th May 2015
- 5.1.4 The Employee shall receive a 1% salary increase on 1st January 2016.
- 5.1.5 Salary movement within the range will be based on performance.
- 5.1.6 The minimum rates of pay applicable to all qualified early childhood teachers are set out as Full time equivalent (FTE) annual salaries.
- 5.1.7 Early Childhood Teacher - Effective 1 January 2015

Step	Comment	Base Salary
1	PRT 1	\$34,112.12
2	PRT Max	\$36,597.86
3	Full Reg Entry	\$39,160.73
4		\$41,775.37
5		\$44,588.95
6		\$47,874.51
7	Exp Teacher Attest	\$50,489.15
8		\$54,435.47

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Early Childhood Teacher - Effective 1 January 2016
(Note the table below includes the 1% increase for 2016 mentioned in 5.1.4)

Step	Comment	Base Salary
1	PRT 1	\$34,453.24
2	PRT Max	\$36,963.83
3	Full Reg Entry	\$39,552.34
4		\$42,193.12
5		\$45,034.84
6		\$48,353.25
7	Exp Teacher Attest	\$50,994.04
8		\$54,979.82

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Full time Equivalent Salary (FTE) is calculated as follows:

Base Salary + Qualifications + Expertise + Mentoring + Responsibility = FTE Total

5.1.8 In-training and unqualified teachers hourly rates - Effective 25th May 2015

Steps	Unqualified	In Training
1	\$14.75	\$15.38
2	\$15.38	\$16.16
3	\$16.16	\$16.99
4	\$16.99	\$17.15
5	\$17.15	\$17.81

In-training and unqualified teachers hourly rates - Effective 1 January 2016

(Note the table below includes the 1% increase for 2016 mentioned in 5.1.4

Steps	Unqualified	In Training
1	\$14.90	\$15.53
2	\$15.53	\$16.32
3	\$16.32	\$17.16
4	\$17.16	\$17.33
5	\$17.33	\$17.99

5.1.9 **Responsibility:**

Taking on additional responsibilities and leadership shall be rewarded with higher allowances. A unit of responsibility is \$3,000.00 per annum. Multiple responsibilities may be held simultaneously and the pay units for those responsibilities will be added together.

Responsibility	Units	Payment
Head Teacher	1	\$3,000.00
Assistant Manager	2	\$6,000.00
Manager	4	\$12,000.00

5.1.10 **Expertise:**

During the term of this agreement the Employer will develop and implement a process to recognise 'additionally skilled employees' and pay them an allowance above the base pay scale. Employees are paid on the basis of the skills, knowledge and professional learning they can evidence and demonstrate in their teaching.

- (a) Criteria for 'Additionally Skilled employees' and for assessment of an 'Additionally skilled teacher' shall be developed by the Employer. The primary fundamental criteria used for defining the required expertise over and above that required to perform a Teacher role (as defined by the relevant position descriptions), will be provided by the Melody Board when, in specific identified areas, it would be desirable to have specific expertise within Melody Childcare Centre.
- (b) Employees shall be assessed against the criteria by the Manager who will make recommendation to the Melody Board for elevation of Employee with identified expertise. If such expertise is later found to no longer be required in the provision of services to Melody the employee will lose any allowance attributed to the delivery of such expertise, this will be done in full consultation with the employee.
- (c) Further, to continue to receive an expertise allowance, an employee must demonstrate continuous improvement and up skilling within the relevant area of expertise (against agreed criteria), including the ability to mentor peers and develop self-sustaining programmes or integrate the expertise into the fabric of Melody Childcare Centre.
- (d) Up to \$2000 per annum

5.1.11 Mentoring:

An allowance is payable to each Tutor Teacher responsible for overseeing the advice and guidance programme of \$200 per annum. Where a Tutor Teacher is responsible for tutoring more than one Provisionally Registered Teacher in the same service the Employer shall only be required to pay one allowance to that Tutor Teacher.

5.1.12 Advanced Qualifications:

An allowance of \$11,250 per annum for a qualified and registered early childhood teacher holding:

- A recognised NZQF Level 7 three year early childhood teaching degree or
- A recognised NZQF Level 7 graduate (advanced) early childhood teaching diploma, gained in addition to a qualification that meets the New Zealand Teachers Council criteria for registration.

An allowance of a further \$4,000 per annum in addition to the allowance of \$11,250 for a qualified early childhood teacher holding:

- A recognised NZQF Level 9 or higher qualification in ECE

Types and levels

Level descriptors and qualification types on the NZQF

Level	Qualifications Type
10	Doctorate
9	Masters Degrees
8	Postgraduate diplomas and certificates, Bachelors degrees with Honours
7	Bachelors Degree, Graduate diplomas and certificates
6	Diplomas
5	
4	Certificates
3	
2	
1	

5.1.13 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. Progression has two key steps where employee will be attested against, that of Fully Registered and Experienced Teacher criteria before progressing to step 3 and step 7.

Years of service are years of full time employment, in the early childhood sector, as an early childhood teacher. One year's service for part-time and relieving early childhood teacher shall be calculated on a year of 1,440 working hours provided that progression on the wage scale will not occur prior to 12 calendar months.

Where a staff member withdraws or is withdrawn from training and a suitable unqualified position is available, they will revert back to the unqualified scale, no member will be disadvantaged financially and will translate onto a rate equivalent or higher.

- 5.1.14 **Salary on appointment:**
Employees with previous teaching experience and/or previous relevant work experience shall be paid at the relevant service step including any relevant qualifications additions and responsibility levels (if applicable). In cases for employees moving from an individual employment agreement to this collective agreement, salary step will be determined by what salary step the employee would have started on upon their employment with the employer, with the addition of years experience with the employer and including relevant qualifications additions and responsibility levels (if applicable).
- 5.1.15 **Previous relevant work experience:**
In addition to years of service, the Employer shall recognise previous paid work experience that is directly relevant to the Employees' duties and responsibilities. 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. 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.
- (a) 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.
- (b) Previous relevant paid work experience includes the following work:
- Kaiarahi i te Reo
 - Teacher Aides / Kaiawhina
 - Special Education
 - Unqualified Employees in teaching positions in state or integrated primary, special, area or secondary schools, including Kaupapa Māori education
 - Unqualified or In-training Employees in early childhood education centres or home-based early childhood education services including Kindergartens and Ngā Kohanga Reo.
- 5.1.16 **Higher duties:**
Where an Employee in a position of leadership is requested to act in a higher position for more than five consecutive days they shall be paid the base salary provided by this agreement for the position they are requested to act into.
- 5.1.17 **Grandparenting:**
In respect of those employees who had conditions in excess of those provided for in this agreement as at 1st January 2013 in relation to PRT pay steps shall be grandparented as detailed in Appendix 1.

5.2 ALLOWANCES & REIMBURSEMENTS

- 5.2.1 **Motor vehicle running expenses:**
Any Employee who has the approval to use their own car for centre purposes, shall be reimbursed in accordance with Inland Revenue department mileage rates as published and updated on the website (www.ird.govt.nz) from time to time.
- 5.2.2 **Meal allowance:**
Employees will be provided with a reasonable meal by the Employer if they are required to work after 6.15pm on a weekday or after 1.5 hours overtime on any Monday to Friday, or after 4 hours of continuous work on Saturday, Sunday or a public holiday.
- 5.2.3 **First Aid Certificate:**

Where Early Childhood Teachers complete their First Aid or First Aid Refresher Certificate, the Employer shall meet the cost of the course. If the Employee has let their First Aid certificate lapse, the Employer will meet the cost of the renewal course, however the Employee will be responsible for any additional costs incurred.

5.2.4 Professional development expenses:

The Employer shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences which have been agreed with the Employer prior to the professional development being undertaken.

5.2.5 Teacher Registration:

The Employer shall reimburse the cost of initial teacher registration and of the renewal of practicing certificates for all registered teachers in their employment on the understanding that teachers actively maintain their practicing certificates.

5.3 DEDUCTIONS FROM SALARY/WAGES

5.3.1 Where requested by the Employee, the Employer shall deduct from their salary/wages any agreed amount for matters such as superannuation, a staff social club, union fees and pay the amount to the organisation specified by the employee. The Employer shall also be entitled to deduct from any salary payment payable upon termination of employment any overpayments or advances made to the Employee.

6.0 LEAVE

6.1 ANNUAL LEAVE

6.1.1 The Employee shall be entitled to paid annual leave on the following basis:

- (a) The Employee shall be entitled to four weeks annual leave for each 12 months of service.
- (b) The Employee's entitlement shall accrue on a pro-rata basis during each month of their employment from the first day of their employment.
- (c) Annual leave will continue to accrue while an Employee is on ACC, parental leave, paid or unpaid sick or bereavement leave or periods of unpaid leave up to 20 days in any one year.
- (d) Annual leave may, with the agreement of the Employer, be taken in advance; (clause 6.1.2 below will apply).
- (e) The Employee shall, if they so elect, be provided with an opportunity to take at least two weeks of their annual leave entitlement in an uninterrupted break.
- (f) The time for taking annual leave may be agreed between the Employer and Employee, but failing agreement the Employer may, after consultation with the Employee, provide at least 14 days notice to the Employee directing them to take annual leave commencing on a particular date.
- (g) An Employee who has completed three years service with Melody Childcare Centre shall be entitled to five weeks annual leave from the end of the third year and for subsequent years.

6.1.2 If the Employee leaves their employment before becoming entitled to enough annual holidays to cover the amount of annual holidays they took in advance then the Employer is entitled to recover the amount paid to the Employee for holidays taken in advance that is not covered by the Employees annual holiday entitlement.

6.1.3 The above clause 6.1.2 is subject to the Wages Protection Act 1983. The Employee's signature on this employment agreement will satisfy the written consent requirement of Section 5 of the Wages Protection Act 1983.

6.2 LONG SERVICE LEAVE

6.2.1 On completion of each ten years' service with Melody Childcare Centre, 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 12 months of the entitlement falling due.

6.3 PUBLIC HOLIDAYS

6.3.1 The Employee shall be entitled to 11 public holidays per year, in addition to annual leave. These days shall be those specified in the Holidays Act 2003. Where the day in question would otherwise be a working day for the Employee, the Employee shall be entitled to pay on that holiday.

6.4 SICK LEAVE

- 6.4.1 The Employee shall be entitled to sick leave as set out in this clause. This clause is in substitution for and not in addition to the entitlements set out in the Holidays Act 2003.
- 6.4.2 The employee shall be entitled to 12 days sick leave per year, provided that Part-Time Employees shall be entitled to sick leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of five days.
- 6.4.3 The Employee's entitlement to sick leave shall commence after two weeks continuous employment.
- 6.4.4 The Employee may accumulate up to 62 days sick leave. From 1 January 2012 new members to this agreement may accumulate up to 30 days sick leave.
- 6.4.5 Sick leave includes attendance at doctor, dentist and hospital appointments.
- 6.4.6 Sick leave can be used when an Employee is sick or injured, or when the Employee's spouse or a person depending on the Employee for care is sick or injured.

6.5 MEDICAL CERTIFICATE REQUIRED FOR SICK LEAVE

- 6.5.1 Where the Employee has taken sick and has been absent from work for at least three consecutive calendar days, the Employer shall be entitled to require the Employee to provide proof of entitlement to sick leave, by way of a General Practitioner Medical Certificate, at the employee's cost.
- 6.5.2 In exceptional circumstances the Employer shall also be entitled to require the Employee to provide proof of sickness or injury within the three consecutive days. The Employer will inform the Employee as early as possible that such proof will be required and agree to meet any reasonable expenses in obtaining proof. This will be at the Employer's nominated medical professional and at the Employer's cost.

6.6 SPECIAL LEAVE

- 6.6.1 **Bereavement Leave:**
The Employee is entitled to paid leave of five days on the death of the Employee's partner, mother, brother, sister, child, mother or father in law, grandparent or grandchild. Additional 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. In the event of the loss of a close friend or relative, the Employer will consider what paid leave may be given to the Employee in order for them to dispel their obligation to the deceased.
- 6.6.2 **Parental Leave:**
The Employee shall be entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987.
- 6.6.3 **Professional Development Leave:**
- a) Employees shall be granted up to seven days per year paid professional development leave at the Employer's discretion (including one day Employment Related Education) in

fulfilment of Part 7 Employment Education Leave, as provided in the Employment Act 2000. The timing of Employment Related Education Leave shall be by mutual agreement between the Employee and Employer in consideration of the operational requirements of the Centre.

- b) Permanent part-time Employees shall, likewise at the Employer's discretion, be entitled to up to seven days per year professional development leave calculated on a pro-rata basis according to the number of days and hours usually worked per week to a minimum of two days in each year.
- c) Professional development leave cannot be accumulated and must be taken in the leave year in which the Employee becomes entitled to it.
- d) This clause does not limit leave for professional development that is funded from the support grant for Provisionally Registered Teachers.
- e) 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 mutual agreement by the Employee and the Employer in regard to the operational requirements of the Centre and taken within a reasonable timeframe of within one month.

6.5.4 Unpaid Leave / Leave without pay

Applications for unpaid leave will be given reasonable consideration by the Employer, but shall be granted only at the Employer's sole discretion having regard to the requirements of the Employer's business and operations. Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements.

6.5.5 Family / whanau leave

After two weeks continuous service Employees shall be entitled to four days paid leave each year to attend to the needs of a partner or dependant. Such leave is not cumulative. Further Family/Whanau leave over and above this entitlement to attend to the medical needs of a partner or dependent shall be offset against the Employee's sick leave entitlement.

6.5.6 Infectious diseases

When an early childhood teacher/kaiako contracts an infectious disease, as defined in the second schedule of the Health Amendment Act 1982, or where a teacher/kaiako is excluded from the workplace under the Education (Early Childhood Centre) Regulations 1998 (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. This is in addition to any other leave entitlements held by the Employee.

6.7 ANNUAL CLOSEDOWN

- 6.7.1 The Employer may closedown all or part of its operations regularly once a year and require the Employee to take leave during the period of the close down, even where this requires the Employee to take leave for which they are not fully reimbursed. The Employer shall provide the Employee with at least 14 days advance notice of the closedown.

6.8 JURY DUTY

- 6.8.1 Where the Employee is called for Jury Duty or is called to act as a witness in court, the Employer shall grant up to five days paid leave on normal pay, provided that the Employer receives evidence of summons and evidence of hours attended, and provided any fees received are remitted to the Employer. The Employee must report to work, any hours usually worked, where not required at court during this time.

7.0 HEALTH AND SAFETY

7.1 GENERAL OBLIGATIONS

7.1 Both the Employer and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

7.2 HEALTH AND SAFETY POLICIES

7.2 The Employee shall ensure they are familiar with the Employer's health and safety policies, and any modifications to those policies that may be introduced from time to time.

7.3 DRUG TESTING

7.3.1 Melody Childcare Centre is committed to a safe and healthy working environment; and therefore has a drug and alcohol free policy.

7.3.2 Where the Employer has reasonable grounds for suspecting that the Employee is under the influence of illegal drugs while at work, the Employer may require the Employee to undergo a non-intrusive drug test (a urine test) which will be conducted by a registered medical professional. The testing process followed will be such as to ensure a safe and accurate test.

7.3.3 In deciding whether to conduct a test the Employer shall have regard for any comment by the Employee. On receipt of a positive test the Employer shall discuss the results with the Employee and take into consideration any explanation received before any outcome is decided upon.

7.3.4 The outcomes may include, but are not limited to, forced leave (paid or unpaid), referral to appropriate agencies (including the New Zealand Police), disciplinary action, including dismissal.

7.4 ALCOHOL TESTING

7.4.1 Melody Childcare Centre is committed to a safe and healthy working environment; and therefore has a drug and alcohol free policy.

7.4.2 Where the Employer has reasonable grounds for suspecting that the Employee is under the influence of alcohol while at work, the Employer will require the Employee to undergo a non-intrusive breath test. The testing will be by an independent agency, the process followed will be such as to ensure a safe and accurate test.

7.4.3 On receipt of a positive test (defined as, a level of alcohol in an Employee's system greater than that specified from time to time in Section 11 (a) of the Land Transport Act 1998, this

figure is currently 400µg/L (breath) or 0.080g/100mL (blood) for over 20 year olds and 150 µg/L or 0.032g/100mL for under 20 year olds) the Employee shall be removed from the centre to a location nominated by them. Further, at the next opportunity, the Employer shall discuss the results with the Employee and take into consideration any explanation received before any final outcome is decided upon.

7.4.4 The outcomes may include, but are not limited to, forced leave (paid or unpaid), referral to appropriate agencies, including the New Zealand Police, disciplinary action, including dismissal.

7.5 MEDICAL EXAMINATION

7.5.1 The Employer shall be entitled to require the Employee to undergo a medical examination, at the Employer's cost, by a registered medical practitioner nominated by the Employer.

7.5.2 Such requirement should only be used where the Employer has reasonable grounds for concern that the Employee's health is affecting their safety at work, or the safety of others in the workplace.

8.0 OTHER EMPLOYMENT OBLIGATIONS

8.1 CONFIDENTIAL INFORMATION

- 8.1.1 The Employee shall not, whether during the currency of this agreement or after its termination for whatever reason, use, disclose or distribute to any person or entity, otherwise than as necessary for the proper performance of their duties and responsibilities under this agreement, or as required by law, any confidential information, messages, data (including customer records and/or contact information), or trade secrets acquired by the Employee in the course of performing their services under this agreement. This includes, but is not limited to, information about the Employer's business.

8.2 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

- 8.2.1 All work produced for the Employer by the Employee under this agreement or otherwise and the right to the copyright and all other intellectual property in all such work is to be the sole property of the Employer.

8.3 CONFLICTS OF INTEREST

- 8.3.1 The Employee agrees that there are no contracts, restrictions or other matters, which would interfere with their ability to discharge their obligations under this agreement. If, while performing their duties and responsibilities under this agreement, the Employee becomes aware of any potential or actual conflict between their interests and those of the Employer, then the Employee shall immediately inform the Employer. Where the Employer forms the view that such a conflict does or could exist, it may direct the Employee to take action(s) to resolve that conflict, and the Employee shall comply with that instruction. When acting in their capacity as Employee, the Employee shall not, either directly or indirectly, receive or accept for their own benefit or the benefit of any person or entity other than the Employer any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Employer.

8.4 USE OF INTERNET AND EMAIL

- 8.4.1 The Employee will have access to email and the Internet in the course of their employment. The Employee shall ensure that at all times their use of the email and Internet facilities at work meets the ethical and social standards of the workplace. Computers, email and the internet are business resources and are to be used only for business purposes. All other use must be pre-approved by the Employer. Unauthorised and/or inappropriate email and/or internet use is prohibited. The Employee shall also comply with all email and Internet policies issued by the Employer from time to time.

8.5 PRIVACY OBLIGATIONS

- 8.5.1 The Employer and the Employee shall comply with the obligations set out in the Privacy Act 1993. The Employee must not breach the privacy of any customer or client in the course of their employment.

8.6 SECONDARY EMPLOYMENT

- 8.6.1** The Employer agrees that in principle it has no issues with the Employee taking on secondary employment, the Employer reserves the right, as the Primary Employer, to require the Employee to cease such activities if, in its reasonable opinion, such employment is impacting on the ability of the Employee to perform the role specified by the Employees Job Description.

9.0 RESTRUCTURING AND REDUNDANCY

9.1 EMPLOYER TO PROVIDE INFORMATION AND CONSIDER COMMENTS IN RESTRUCTURING SITUATIONS

- 9.1.1 In the event that all or part of the work undertaken by the Employee will be affected by the Employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the Employee, the Employer will meet with the Employee, providing information about the proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

9.2 EMPLOYER TO PROVIDE EMPLOYEE OPPORTUNITY TO DISCUSS OPTIONS WITH NEW EMPLOYER IN RESTRUCTURING SITUATIONS

- 9.2.1 The Employer will negotiate with the new employer, including whether the affected Employees will transfer to the new employer on the same terms and conditions, and will provide the Employee with opportunities to meet and discuss their employment options with a new employer.

9.3 EMPLOYER TO ACTIVATE REDUNDANCY PROVISIONS IF EMPLOYEE NOT TRANSFERRED TO THE NEW EMPLOYER

- 9.3.1 Where the Employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the Employer will activate the redundancy provisions of this agreement.

9.4 DEFINITION OF REDUNDANCY

- 9.4.1 Redundancy is a situation where the position of employment of an Employee is or will become surplus to the requirements of the Employer's business.

9.5 REDUNDANCY PROCESS

- 9.5.1 In the event the Employer considers that the Employee's position of employment could be affected by redundancy or could be made redundant, the Employer shall, except in exceptional circumstances, consult with the Employee regarding the possibility of redundancy and, before a decision to proceed with redundancy is made, whether there are any alternatives to dismissal (such as redeployment to another role). In the course of this consultation the Employer shall provide to the Employee sufficient information to enable understanding and meaningful consultation, and shall consider the views of the Employee with an open mind before making a decision as to whether to make the Employee's position of employment redundant. Nothing in this clause limits the legal rights and obligations of the parties.

9.5.2

Redeployment

As an alternative to redundancy, the Employer may offer redeployment to a suitable alternative position within their employ. In the event that a reasonable offer of employment is made, the Employer's responsibilities under these provisions shall be fulfilled and no redundancy payment shall be payable. The offer of a suitable alternative position must be:

- (a) in the same location or within reasonable commuting distance; and
- (b) with substantially similar terms and conditions of employment; and
- (c) with comparable duties and responsibilities shall constitute a reasonable offer for the purpose this provision.
- (d) However, an offer of suitable alternative employment, that involves reduced earnings, may be acceptable to the Employee. In such circumstances the Employer shall pay compensation for loss of earnings to the Employee as set out in clause 9.6.1 on a pro-rata basis.
- (e) If no alternative to redundancy is arrived at, the Employer shall give notice to the affected Employee/s in accordance with clause 10.1. and the Employer shall pay redundancy pay calculated as follows:
 - Four (4) weeks pay for the first year of service with the same Employer and thereafter two (2) weeks pay for every year or part year of service with the same Employer to a maximum of twenty four (24) weeks.

9.6

NOTICE OF TERMINATION DUE TO REDUNDANCY

9.6.1

In the event the Employee's employment is to be terminated by reason of redundancy, the Employee shall be provided with four weeks notice in writing. This notice is in substitution for and not in addition to the notice set out in the general termination clause.

10.0 TERMINATION OF EMPLOYMENT

10.1 GENERAL TERMINATION

10.1.1 The Employer may terminate and Employees employment for cause, by providing four weeks notice in writing to the Employee. Likewise the Employee is required to give four weeks notice of resignation. The Employer may, at its discretion, pay remuneration in lieu of some or all of this notice period.

Calculation of Leave Entitlement:

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 Employees last anniversary of commencement, less any pay received during leave taken in advance of entitlement.

10.1.2 If the Employee terminates employment without having given the required amount of notice the Employer has the discretion to deduct wages from the Employee's final pay in lieu of notice owed.

10.1.3 This clause is subject to the Wages Protection Act 1983. The Employee's signature will satisfy the written consent requirement of section 5 of the Wages Protection Act 1983.

10.2 TERMINATION FOR SERIOUS MISCONDUCT

10.2.1 Notwithstanding any other provision in this agreement, in the case of serious misconduct the Employer may terminate this agreement without notice Serious misconduct includes, but is not limited to:

- (i) theft;
- (ii) dishonesty;
- (iii) harassment of a work colleague or customer;
- (iv) serious or repeated failure to follow a reasonable instruction;
- (v) deliberate destruction of any property belonging to the Employer;
- (vi) actions which seriously damage the Employer's reputation.

10.3 SUSPENSION

10.3.1 In the event the Employer wishes to investigate any alleged misconduct, it may, after discussing the proposal of suspension with the Employee, and considering the Employee's views, suspend the Employee on pay whilst the investigation is carried out, unless the period becomes protracted as a result of undue delay caused by you.

10.4 TERMINATION ON MEDICAL GROUNDS

10.4.1 In the event the Employee has been absent from work for twelve (12) weeks which should represent an extended break from employment because of illness, the Employer shall be entitled to require the Employee to undergo a medical examination by a registered medical practitioner nominated by the Employer, at the Employer's cost. In assessing the Employee's

fitness for work, the Employer shall take into account any report provided as a result of that examination, and any other medical report provided by the Employee within a reasonable time-frame. If, in the reasonable opinion of the Employer, the Employee is incapable of the proper performance of their duties by reason of illness, the Employer may terminate the employment of the Employee with the provision of at least four weeks notice.

10.5 ABANDONMENT OF EMPLOYMENT

10.5.1 In the event the Employee has been absent from work for three consecutive working days without any notification to the Employer, and the Employer has made reasonable efforts to contact the Employee, the Employees employment shall automatically terminate on the expiry of the third day without the need for notice of termination of employment.

10.6 OBLIGATIONS OF EMPLOYEE ON TERMINATION

10.6.1 Upon the termination of an Employees employment for whatever reason, or at any other time if so requested by the Employer, the Employee shall immediately return to the Employer all information, material or property (including but not limited to computer data, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to or the responsibility of the Employer and all copies of that material, which are in the Employee's possession or under their control.

11.0 RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

- 11.1** If the employment relationship is to be as successful as possible, it is important that the Employer and Employee deal effectively with any problems that may arise. This procedure sets out information on how problems can be raised and worked through.
- 11.1.2** **What is an employment relationship problem?**
It can be anything that harms or may harm the employment relationship, other than problems relating to setting the terms and conditions of employment.
- 11.1.3** **Clarify the problem**
If either the Employer or Employee feels that there may be a problem in the employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.
- 11.1.4** Either party might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so they should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to the Employer. For example, the Employee could seek information from:
- Friends and family
 - The Department of Labour on 0800 20 90 20 or on its website at www.dol.govt.nz/er/solvingproblems/index.asp
 - Pamphlets/fact sheets from the Department of Labour
 - Their union (if they are a union member), a lawyer, a community law centre or an employment relations consultant.
- 11.1.5** **Discuss the problem**
If either party considers that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the Employee feels comfortable doing so, they should ordinarily raise the problem with their direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The Employee should feel free to bring a support person with them to the meeting if they wish.
- 11.1.6** The parties will then try to establish the facts of the problem and discuss possible solutions.
- 11.1.7** **The Next Steps**
If the parties are not able to resolve the problem by talking to each other, a number of options exist:
- Either party can contact the Department of Labour, who can provide information and/or refer the parties to mediation.
 - Depending on the nature of the problem, the issues involved may also be ones that the Labour Inspectors employed by the Department of Labour can assist with, i.e. minimum statutory entitlements such as holiday, leave or wages provision.
 - Either party can take part in mediation provided by the Department of Labour (or the parties can agree to get an independent mediator).
 - If the parties reach agreement, a mediator provided by the Department of Labour can sign the agreed settlement, which will then be binding on the parties.
 - The parties can both agree to have the mediator provided by the Department of Labour decide the problem, in which case that decision will be binding;

- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- The Employment Relations Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Employment Relations Authority's determination, they can refer the problem to the Employment Court.
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

11.1.8 Personal Grievances

If the problem is a personal grievance, then the Employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to their attention. A personal grievance can only be raised outside this time frame with the agreement of the Employer or in exceptional circumstances.

12.0 COLLECTIVE AGREEMENT ADDITIONAL CONDITIONS

12.1 UNION NOTICE BOARD

- 12.1.1 The Employer shall make available notice board space in an agreed place for the display of official union notices

12.2 UNION MEETINGS

- 12.2.1 NZEI Te Riu Roa may hold up to two (2) meetings, of up to two (2) hours duration each, for union members during working hours per calendar year. Payment will be at ordinary hourly rates.

Provided that:

- (a) The Union and Employer should act in good faith to agree upon a time for the meeting that best suits both parties taking into account the employers operational requirements. The union must give the employer at least (fourteen) 14 days' notice of the date and time of any union meeting.
 - (b) The Union must supply to the Employer a list of members who attended the union meeting as well as advise the Employer of the length of the meeting.
 - (c) The union must make arrangements with the Employer to ensure that the Employer's business is maintained during any union meeting.
- 12.2.2 Work must resume as soon as practicable after the meeting, but the Employer does not have to pay any union member for a period longer than two (2) hours in respect of any meeting.
- 12.2.3 The Union Delegate is entitled to one (1) day per year to attend a union worksite training workshop. Attendance at this meeting will count towards the union delegate's annual professional development entitlement and will be paid at ordinary hourly rates.

12.3 UNION MEMBERSHIP

- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 The Employer and the Union agree that all reasonable steps will be taken to ensure that Employees are informed of and given opportunity to become members of the union.

12.4 REDUCTION OF SALARIES, WAGES AND CONDITIONS

No Employee coming within the scope of this agreement shall have his/her wages or salary or conditions reduced by reason of the operation of this agreement.

13.0 ACKNOWLEDGEMENT OF THE AGREEMENT

13.1 VARIATION OF AGREEMENT

13.1.1 The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

13.2 ENTIRE AGREEMENT

13.2.1 Each party acknowledges that this agreement contains the whole and entire agreement between the parties as to the subject matter of this agreement.

14.0 SIGNATORY PARTIES TO THIS AGREEMENT

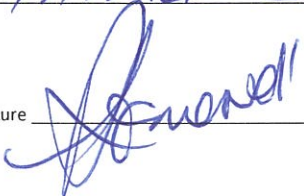
Melody Childcare Centre (Employer Party)
(by their duly authorised representative)

Name: DARRON GRAHAM MCNAE

Signature  Date: 08/06/15

New Zealand Educational Institute Te Riu Roa ('NZEI te Riu Roa' or 'the Union' (Employer Member Parties)

Name PATRICK SOMERVILLE

Signature  Date: 8/6/15

Appendix 1

Grandparenting Clause

In respect of those employees who had conditions in excess of those provided for in this agreement as at 1st January 2013 in relation to PRT pay steps shall be grandparented.

In the transition from the 2009 - 2011 NZEI ECECA to the new 2013 Melody Collective Agreement regarding Provisionally Registered payscale progression, affected employees will remain on step five until becoming fully registered.

Any staff who are affected by the grandparented clause will be advised in writing, and documentation of this filed for employer records.

Appendix 2

NON CONTACT TIME

The parties will use reasonable endeavours to come to a solution regarding non-contact time and tutor teacher allowance by 31 December 2016 (for inclusion in 2018 contract).

