



EARLY CHILDHOOD EDUCATORS COLLECTIVE AGREEMENT

10 October 2020 – 9 October 2023

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10 October 2020 – 9 October 2023

SECTION A: GENERAL

A1 TERM

This agreement is made pursuant to the Employment Relations Act 2000. The term of this agreement is from 10 October 2020 to 9 October 2023.

SECTION B: COVERAGE OF THE AGREEMENT

B1 COVERAGE

B1.1 The parties to this agreement are the Vice Chancellor of The University of Auckland (the "Employer") and the New Zealand Education Institute: Te Riu Roa (NZEI).

B1.2 a) The agreement shall apply to:

- (i) an employee engaged in the care and education of children in a childcare centre (Early Childhood Educator/Kaiako)
- (ii) an employee responsible for assisting the centre leader in the day to day running of a childcare centre (Assistant Centre Leader)

b) new and other employees who join the NZEI: Te Riu Roa during the term of the agreement and who are covered by a), above.

B1.3 The employer shall offer to current employees not covered by this agreement at its date of commencement and new employees who are appointed during the term of this agreement to any of the occupations listed in section C the opportunity to be covered by this agreement when they join the NZEI: Te Riu Roa.

B1.4 Nothing in this agreement shall restrict the employer from providing more favourable term(s) and condition(s) than those prescribed in this agreement.

B2 VARIATIONS

The parties to this agreement may agree to vary any or all of its provisions by negotiation during the term of this agreement subject to the NZEI: Te Riu Roa ratification processes. Any agreed variation will be recorded in writing and signed by the University and the NZEI: Te Riu Roa.

SECTION C: TERMS OF EMPLOYMENT

C1 CATEGORIES OF EMPLOYEE

All full-time and part-time Early Childhood Educators and others employed under this Agreement are permanent employees, or where specified, shall be engaged on a fixed term contract subject to the provisions of Section 66 of the Employment Relations Act 2000.

C1.1 Fulltime Employees

All employees working in a continuing basis for the ordinary full- time hours defined in this agreement.

C1.2 Part-time Employees

An permanent employee working for less than the full hours provided in clause D1.1 (hours of work). Part-time employees receive the entitlements of this agreement on a pro-rata basis..

C1.3 Fixed Term Employees

An employee engaged on a full-time or part-time basis for a specific term.

At appointment an employee and an employer may agree that the employment of the employee will end:

- a. At the close of a specified date or period; or

- b. On the occurrence of a specified event; or
- c. At the conclusion of a specified project.

C1.4 **Casual Employees**
All employees hired on an "as and when required" basis of short periods of work that is not regular. Each engagement will be treated as a separate employment relationship. There is no commitment or expectation of on-going employment.

C2 ABANDONMENT OF EMPLOYMENT

When an employee is absent from work for a continuous period of three working days without notification to the employer, the employee shall be deemed to have abandoned employment. Where an employee was unable through no fault of that employee to notify the employer, employment shall not be deemed to have been abandoned.

C3 TERMINATION OF EMPLOYMENT

C3.1 Written notice of one month is required for termination of employment (including resignation) but may be reduced by agreement between the parties.

For casual and fixed term employees the termination date is agreed when the parties enter into an employment agreement. However, employees engaged on fixed-term, or temporary or casual employment agreements may agree with the employer to a lesser period of notice. Nothing in this clause shall prevent the employer from summarily dismissing an employee for misconduct.

C3.2 Each employee upon termination shall on request be provided with a certificate of service within a reasonable period.

C3.3 Where redundancy is proposed, the provisions of Appendix C shall apply.

C4 SUPERANNUATION/KIWISAVER

C4.1 University employees may belong to Unisaver in accordance with the provisions of that scheme.

C4.2 The University is an exempt employer and, although the employee can choose to join Kiwisaver, the employee will not be automatically enrolled in Kiwisaver. If the employee is already a member of Kiwisaver, when they are appointed to the University, they will need to inform the payroll office so that the requisite deductions can be made.

C5 TRANSFERS

The employees may be required to work at any other centre on temporary or permanent basis as required by the employer. The employer will consult with any staff who may be considered for transfer and reach mutual agreement before the change occurs. Such agreement will not be unreasonably withheld. The employer will take into account the specific circumstances of the employee and the needs of the University and centres involved before reaching agreement.

SECTION D: HOURS OF WORK

D1 HOURS OF WORK

- D1.1 40 hours shall constitute an ordinary full time week's work to be worked between 7 am and 6.30 pm, normally on five consecutive eight hour days.
- D1.2 By mutual agreement of the employer and the individual employee the hours may be varied within a 40 hour week and worked on not more than five days.
- D1.3 As far as possible the hours of work shall be continuous except that no employee shall be required to work longer than 5 hours without a meal break of not more than one hour or less than 30 minutes each day.
- D1.4 In addition, employees shall be granted a rest period of 10 minutes in each period of three hours worked. Normally that rest period shall be allowed after not less than two hours work.
- D1.5 Except for casual employees all employees shall have regular hours, however these may be varied by mutual agreement following discussion between the employer and any employee(s) directly affected by the variation. Any such variation shall be recorded in writing.
- D1.6 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.

D2 OVERTIME

- D2.1 These provisions apply to all employees who, with the prior authorisation of the employer, work in excess of his/her ordinary full-time hours a week.
- D2.2 Employees shall be compensated for authorised overtime by one of the following options to be agreed between the employer and employee when the overtime is authorised:
- D2.1.1 Time off in lieu of one hour off for one hour worked; or
- D2.1.2 The payment of all overtime hours at time and a half of the employee's hourly rate of pay; or
- D2.1.3 The payment of an allowance to be agreed between the employer and the employee where the employee is regularly required to work hours in excess of 40 hours per week.
- D2.2.4 Agreed time in lieu, which has not been able to be taken within 20 working days of being accrued, will be paid out at the rate it was earned or if the employee agrees carried over to be used with the calendar year.
- D2.3 For the purpose of this clause, the employee's hourly rate of pay shall be the employee's annual salary divided by 2085.71.
- D2.4 An employee who has been directed to work not less than 2 hours overtime with less after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought, shall be paid a meal allowance of \$14.15 effective from date of ratification.

D3 SATURDAY/SUNDAY ALLOWANCE

- D3.1 Full time and part time employees working on a Sunday and after midday on a Saturday shall be paid an allowance as follows:
- | | | |
|-------|---------------|---------|
| (i) | up to 2 hours | \$10.82 |
| (ii) | up to 4 hours | \$21.64 |
| (iii) | up to 6 hours | \$32.46 |
| (iv) | over 6 hours | \$43.28 |
- D3.2 Where an employee is eligible for overtime payment on a Saturday and or a Sunday the above allowance is to be paid in addition to overtime.

D4 FIRST AID AND MINISTRY REQUIRED TRAINING

Notwithstanding clauses D2 and D3 where staff are required to attend First Aid training or Ministry of Education required training courses on a weekend, then a day in lieu shall be provided for each day or part day of training, rather than overtime or Saturday/Sunday allowances.

D5 CALL BACKS

- D5.1 Where an employee is required by the employer to attend the University after the employee has completed his/her ordinary hours of work or is called back before their normal time of starting work and does not continue working until such normal starting time (hereinafter referred to as a "call back"). The employee shall be paid overtime or shall receive time off in lieu thereof as agreed between the employer and the employee.
- a. Where an employee is required by the employer to attend the University before or after the employee has completed his/her ordinary hours of work, the employee shall be paid overtime or shall receive time off in lieu thereof as agreed between the employer and the employee. Call back is over and above regular worked hours of the employee, which includes the 143 hours per year of non-contact for staff meetings, professional development, and administration time.
 - b. any overtime paid to the employee or any time received as time off in lieu shall be calculated as a minimum of three hours.
 - c. Where the employee receives a call back pursuant to this clause, and the employee uses his/her own vehicle, then a transport allowance shall be paid in accordance with clause F6. If the call back is scheduled, the employee shall only receive the transport allowance if there is no public transport available to the employee and the employee is required to use his/her own vehicle.

D6 NON-CONTACT TIME

- D6.1 In this agreement, 'non-contact time' means any period of time during the employee's hours of work when kaiako are working in direct contact with tamariki. 'Non-contact time' includes any time spent on planning, assessment, professional development, parent/whanau contact, setting up, tidying up, food preparation, shopping, housekeeping, administration duties, preparation of activities, portfolios and displays plus 'professional time'. Professional time is defined as time given to support kaiako in achieving and maintaining full teacher certification, clarified further under clause D6.5. An employee may be required to undertake non-contact duties at any time as part of the normal working day. However, a maximum of 157.50 hours of non-contact time per year will be provided specifically as follows:
- a. At least two (2) specified days (16 hours) per year will be designated by the Employer as non-contact time, including one day at around the start of semester one and one day at around the end of semester two.
 - b. At least two and a half (2.5) hours per week apportioned to the planning, assessment, and documentation of children's learning, also referred to as 'professional time'.
 - c. Up to 24 hours per year for professional development.
- D6.2 The timing and allocation of non-contact time will be determined by the Employer at its discretion. It is expected that any portion of non-contact time may be allocated during periods when there is less child contact required, such as the breaks between University semesters and the mid-semester breaks.
- D6.3 During any non-contact time, the employee may be directed to carry out any duties associated with the care and education of children should this be required, therefore non-contact is to be carried out on-site.
- D6.4 During any non-contact time the employee is required to be available to the children as the need arises such as in cases of accident or emergency. Therefore, as specified in D6.3 non-contact will in most cases be carried out on-site unless an agreement has been made with the employer.
- D6.5 Professional time is given to qualified and registered kaiako to support them in achieving/maintaining full teacher certification. The amount of non-contact time per year for each employee will be pro-rated cumulatively for any qualified and registered kaiako employed to work part of the year, and also for any part-time employee that is qualified and registered. Each Kaiako working 40 hours per week should receive 16 hours of "professional time" to be carried out on site unless an agreement is made directly with the employer. This professional time can be used for documenting, mentoring meetings and anything related to achieving/maintaining full teacher certification.

Calculations of entitlement of professional time for part-time employees are outlined below:

4 days (32 hours) = 12.8 hours

3 days (24 hours) = 9.6 hours

2 days (16 hours) = 6.4 hours

1 day (8 hours) = 3.2 hours

D6.6 Non-contact time is not transferable and will not be accrued or carried forward to any subsequent year. If employment ends or under any other circumstances whatsoever, the employee will not be paid out for any non-contact time that has not been allocated to them at that time.

SECTION E: REMUNERATION

E1 SALARIES AND WAGES

E1.1 Salaries are effective from 10 April 2021

Assistant Centre Leader Salary Range	From 10 April 2021	From 10 April 2022	From 10 April 2023
Minimum - maximum	\$70,588 - \$77,459	\$72,000 - \$79,008	To be negotiated prior to 10 April 2023

This range of rates applies to all employees in the position of Assistant Centre Leader.

Certificated Kaiako/ ECE Educator Scale	From 10 April 2021		From 10 April 2022		From 10 April 2023 – to be negotiated prior to this date		
	Per annum	Per hour	Per annum	Per hour	Per annum	Per hours	
Step 1	\$47,297	\$22.67	\$48,243	\$23.13			In training rate
Step 2	\$50,560	\$24.24	\$51,571	\$24.72			In training rate
Step 3	\$53,822	\$25.80	\$54,898	\$26.32			In training rate
Step 4	\$57,083	\$27.37	\$58,225	\$27.91			
Step 5	\$60,345	\$28.93	\$61,552	\$29.51			
Step 6	\$63,609	\$30.49	\$64,881	\$31.10			
Step 7	\$66,870	\$32.06	\$68,207	\$32.70			
Step 8	\$70,132	\$33.62	\$71,535	\$34.29			
Step 9	\$71,132	\$34.10	\$72,555	\$34.78			
Step 10	\$72,132	\$34.58	\$73,575	\$35.27			
Step 11	\$ 73,132	\$35.06	\$74,595	\$35.76			

The first three steps are in-training rates and apply to any Kaiako/ ECE Educators working towards becoming registered and would through these steps as they work through their studies. The range of rates for step 4 to 11 applies to all certificated employees in the position of Kaiako/ ECE Educator

NOTE: All Assistant Centre Leader and Certificated Kaiako/ECE Educator employees are paid annual salaries. The salaries are based on forty (40) hours per week x 365 days per year/ 7 days per week plus 72 hours for staff meetings, plus a clothing allowance of \$485.52 per annum, and paid on a pro-rata basis for permanent part time qualified/certificated teachers. All salaries in clause E1.1 apply to employees whose ordinary full-time hours are 40 hours per week.

Upon appointment Certificated Kaiako/ECE Educators may be placed at any step within the Certificated Kaiako/ECE Educator scale, with consideration applied to the below factors:

- Previous work experience
- Specific skills required for the position/ centre
- Parity within the University's ECE centres
- Ease/difficulty of recruitment

Advancement to the next step in the Certificated Kaiako/ ECE Educator Scale (to step 11) shall occur on 1 December each year, subject to satisfactory performance. For the purpose of advancement, satisfactory performance is defined as receiving an performance rating of 'proficient' or higher during the latest performance review.

A staff member can appeal the outcome of their performance review process where a case can be made that there has been a significant failure of process which has affected the outcome, or where the decision is clearly at odds with the evidence provided. All appeals must be submitted to the General Manager University ECE Centers within one month of the completion of the review process. All submissions must provide the grounds on which the appeal is sought alongside supporting evidence.

E1.2 All Assistant Centre Leaders and Certificated Kaiako/ECE Educators must currently hold:

- (a) An early childhood teaching qualification recognised by the Teaching Council of Aotearoa New Zealand (NZ) for certification purposes; and

- (b) A current practicing certificate issued by the Teaching Council of Aotearoa NZ, including 'full', 'provisional' and 'subject to confirmation' certification.

Uncertified Teaching Assistant Wage	Wage per hour	Wage per hour from 10 April 2022
	\$22	\$22.44

This wage applies to all uncertified teaching assistants.

An uncertified teaching assistant is an employee primarily employed in teaching duties who does not hold a current early childhood teaching certification issued by the Teaching Council of Aotearoa NZ.

NOTES:

1. Hourly rates are annual rates divided by 2085.71 (i.e. $365 \times 5/7 \times 8$).
2. No employee progressing from one grade to another shall lose salary by reason of their progression.

E2 CASUAL EMPLOYEES

Casual Employees shall be paid on an hourly rate calculated pro-rata on the appropriate salary scale and shall be entitled to holiday pay of 8%, in accordance with the requirements of the Holidays Act and amendments.

E3 SALARY REVIEWS FOR ASSISTANT CENTRE LEADERS

All Assistant Centre Leaders whose salary is below the maximum of a grade shall be reviewed annually.

SECTION F: ALLOWANCES

F1 HIGHER DUTIES ALLOWANCE

- F1.1 An employee required by the employer to undertake a period of higher duties being more than four consecutive days, shall be reimbursed by the employer at the step on the higher salary scale applicable if the employee were to be appointed to the higher position. The agreed allowance shall apply from the day the agreed higher duties commence.
- F1.2 The rate of the allowance will be calculated by taking the difference between the salary of the employee acting in the position and the salary that the employee would receive if appointed to the higher position.

F2 TE REO ALLOWANCE

The employer will provide an allowance to Reo speaking Kaiako that meet the criteria outlined in the supporting guidelines ([link](#)). This recognises, supports and values the uniqueness of Te Reo and the importance it plays in the development of an inclusive Kaupapa in our centres and Kohanga Reo.

The allowance will be available to eligible staff from 1 January 2022.

F3 CLOTHING ALLOWANCE

This clause only applies to those early childhood educators who are on the unqualified and in-training pay scales. A clothing allowance of \$8 per week shall be paid to employees who work 15 hours per week or more and \$3.99 per week for employees who work less than 15 hours per week.

F4 MORNING, LUNCH AND AFTERNOON TEA

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

F5 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND

- F5.1 Where an employee is required to travel on approved University business within New Zealand, the University [Travel Policy](#) will apply for associated costs.
- F5.2 Employees travelling on University business which has been approved by the employer will be reimbursed actual and reasonable expenses upon presentation of receipts.

F6 TRANSPORT

- F6.1 Where an employee is required to travel to or from work outside regular hours and the employer considers the safety of the employee is at risk the employer may provide free transport.
- F6.2 For further information on transport and travel, please refer to the [Travel Policy](#).

SECTION G: HOLIDAYS AND LEAVE

G1 PUBLIC HOLIDAYS

G1.1 The following days shall be observed as public holidays:

- New Year's Day
- The Day after New Year's Day
- Waitangi Day
- Anzac Day
- Good Friday
- Easter Monday
- Sovereign's Birthday
- Labour Day
- Auckland Anniversary Day
- Christmas Day
- Boxing Day

G1.2 In the event of a public holiday falling on a Saturday or a Sunday, such holiday shall be observed in accordance with the Holidays Act and the Holidays (Full Recognition of Waitangi Day and ANZAC Day) Amendment Act 2013. For further information, please visit the [staff intranet](#).

G1.3 Where an employee is required by the Employer to work on a Public Holiday:

- (a) they will be paid at time and a half for any hours worked on a Public Holiday; and
- (b) if that Public Holiday would otherwise be a working day for the employee, they will be entitled to an alternative holiday to be taken on a day to be agreed between the Employer and employee.

If an employee required to work on a public holiday, confirmation will be provided in writing by the Employer.

When a public holiday is Monday-ised, and results in a long weekend there is a tradition that Kaiako, Tamariki and Whanau from Hineteiwaiwai Te Kohanga Reo and Te Puna Kohungahunga, may visit Noho Marae. The parties agree that any attendance at the Marae is strictly voluntary and is not considered to amount to work. However, in acknowledgement of the benefits to the centre/s of relationship building with whanau, as a gesture of good will, the Employer agrees to provide a day off in lieu (one day in each calendar year) for those staff who choose to participate.

G2 ANNUAL LEAVE ENTITLEMENT

G2.1.1 The employees (except casual employees) will be entitled to five (5) weeks annual leave (inclusive of Easter Tuesday and the last weekday before Christmas) per year of continuous service.

G2.1.2 The employees will take annual leave on Easter Tuesday, last weekday before Christmas and the working days between Christmas and New Year, unless otherwise instructed by the Employer.

G2.1.3 Annual Leave for casual employees shall be 8% per annum under the terms of the Holidays Act 2003 on a 'pay as you go' basis.

G2.2 The employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the employer may decline to grant leave or may direct an employee to take leave at a certain time. (Decisions regarding timing of leave will be made in discussion with the employee and have regard to the University's workload requirements and the relevant University policies and practices.)

G2.3 Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. An employee may be permitted to carry forward from one leave year to the next up to half of his/her annual leave entitlement. With the written approval of the employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

G2.4 The University will provide at least one block of annual leave of more than two weeks in each year, in accordance with the Holidays Act. Staff and managers are encouraged to discuss annual leave plans for the forthcoming year.

G3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

G3.1 Leave on pay

Where a public holiday falls during a period of annual leave, sick leave on pay, bereavement leave on

pay or special leave on pay (including special University paid parental leave under clause G8.5), an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight prior to the day on which the holiday is observed.

- G3.2 Leave without pay
An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight prior to the day the holiday is observed.

G4 SICK LEAVE

- G4.1 Employees are entitled to either Sick Leave on pay as set out in the schedule below, or Sick Leave without pay, on production of a medical certificate. Part-time employees working less than five days a week or reduced hours shall be granted sick leave on a pro-rata basis.
Casual employees will not be entitled to sick leave provisions.

- G4.2 Sick leave can be used when the employee is sick or injured or when the employee must attend to a dependent member of the family, who becomes sick, as set out in the Holidays Act 2003 and its subsequent amendments.

- G4.3 All Sick Leave is to be computed in working days.

- G4.4 Schedule of Entitlement:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (Working Days)
Up to 12 months service	14 days.
Over 12 months service	13 days for each 12 months of service with a maximum accumulation of 260 days.

- G4.5 This leave is inclusive of the provisions of the Holidays Act 2003.

- G4.6 The employer may, at its discretion, decide that sick leave on pay of any special nature should not be included in the aggregate of sick leave taken.

- G4.7 In the event of prolonged illness, suspected incapacity or concerns about the Employee’s attendance at work (including as a result of intermittent absences), the Employer may request that an Employee undergo an examination by a registered medical practitioner for an assessment of the Employee’s fitness for work and/or return to work.

The parties agree that the primary purpose of any medical examinations is to support the

Employee’s wellbeing, recovery and return to work. Accordingly, the selection of the relevant practitioner, (although nominated by the University) is to be by mutual agreement. The cost of the medical examinations will be met by the Employer. A copy of any relevant report provided by the agreed medical practitioner will be available to both parties.

For Employees who are unfit to work but progressing toward recovery and a return to work may be granted leave either with or without pay (where an employee has exhausted their sick leave entitlements).

Where an Employee remains unfit to work after a reasonable timeframe, or prognosis for recovery is poor, provided that reasonable time has been given for recovery and the Employer has taken practicable steps to support the Employee to return to work, termination of employment may be considered.

In cases where termination of employment is necessary, a notice period of 3 months will apply. This period of notice may, either in whole or in part, be paid out in lieu.

- G4.8 Should an employee require time off to attend a Doctor, Dentist or other health professional, during their work time, the Centre Leader will (where possible) approve the paid leave time, which will not be deducted from the employee's sick leave entitlement.

- G4.9 The employee should notify absence due to sickness to the employer whenever possible the night before or minimum of 1 hour before normal starting time. A medical certificate will be required for all

absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.

G4.10 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided that period of sickness is more than five days and a medical certificate is produced.

G4.11 Anticipation of Sick Leave:

In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days' sick leave is retained for each year of service for which sick leave has been anticipated.

All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.

G4.12 Isolation on account of infectious sickness:

Employees who are required to be isolated on account of infectious conditions or notifiable disease in their household or elsewhere may, if they desire, be granted sick leave on pay as a charge against their sick leave entitlement. Such absence is to be supported by a certificate signed by registered medical practitioner or by the District Medical Officer of Health. [Schedule 1 of the Health Act 1956](#) outlines notifiable infectious diseases, and further guidance on actions have been provided by the Ministry of Education [here](#).

Where an employee is suffering from an infectious condition or notifiable disease which can be shown to have been contracted at work for the employer, or where an employee is suffering from a relapse of a notifiable disease shown to have been contracted at work for the employer, a period of up to four weeks' sick leave associated with the illness will be paid and not debited against an individual's sick leave entitlement. Further periods of leave will be considered and may be agreed taking into account individual circumstances. A certificate signed by a registered medical practitioner periods of sick leave

F4.13 Employees employed prior to 1 October 1995 shall carry forward their existing unused sick leave entitlement.

G5 RETIREMENT

G5.1 The Employee shall give to the University not less than 3 months' notice of retirement in writing.

G5.2 An employee who intends to retire may apply for a phased retirement agreement under the terms of University policy. Consideration of any application will be subject to the needs and interests of the University. Any agreement may cover: dates of retirement and any retirement payment; specified and agreed part time and/or fixed term employment; duties; etc. The employee shall provide the University with details of any planned future employment.

G6 RETIREMENT LEAVE

G6.1 Only Employees who elect to retire on or after the date they are eligible to receive government funded superannuation will be entitled to receive the following benefit to supplement their first government superannuation payment:

- (i) after 10 years continuous service - 20 working days
- (ii) after each additional year up to 25 years - 5 working days
- (iii) after each additional year over 25 years - 2 working days

The employer may at its discretion approve early retirement of a staff member within five (5) years of their eligibility for government superannuation without affecting their eligibility for retirement leave.

The employer may also agree to retirement on medical grounds subject to the provisions of Section G4.7. As an exception to G6.1, employees retiring on medical grounds, before they are eligible to receive government funded superannuation, may also be entitled to Retirement Leave.

G6.2 Service for the purpose of retirement leave entitlement and calculation means unbroken employment with the University, either full-time or part-time (on a pro-rata basis) from the University together with any other service which the Employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance.

G6.3 Retirement leave does not count as service. Service for retirement leave purposes is to be reckoned up to and including the last day of work, plus any annual or long-service leave due.

- G6.4 In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.
- G6.5 Retirement leave commences from the working day following the last day of work. Where annual leave or long-service leave is due, the retiring leave commences from the working day following the expiry of such leave.
- G6.6 Grant in Lieu of Retiring Leave
- G6.6.1 All employees eligible for government funded superannuation may accept, instead of any period of retirement leave to which they are entitled (less any retirement leave already taken in anticipation as part of the phased retirement), a lump sum gratuity equivalent in value to that leave. Payment shall be made in one gross sum on the date of retirement. Payment will be pro-rated for part time employees to reflect their hours of work.
- G6.6.2 On the death of an employee, the employer may approve the payment of a cash grant in lieu of retirement leave to the employee's estate.

G7 PARENTAL LEAVE

The provisions below are inclusive of and not in addition to the [Parental Leave and Employment Protection Act 1987](#). The University's parental leave provisions are outlined in the [policy](#) available on the staff intranet.

- G7.1 Leave without pay
Parental leave is leave without pay.
- G7.2 Entitlement and eligibility
- G7.2.1 An employee while they are employed in the University is entitled to parental leave in the following circumstances:
- i) In respect of every child born to them or their partner
 - ii) In respect of every child up to and including five years of age, adopted by them or their partner
 - iii) In respect of every child up to five years of age fostered by them or their partner
- G7.2.2 Leave of up to 52 weeks may be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.
- G7.2.3 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- G7.2.4 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- G7.2.5 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- G7.2.6 In addition to parental leave:
- i) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
 - ii) A male employee may take a continuous 14 day period as leave without pay. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.
- G7.3 Job protection
- G7.3.1 An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.
- G7.3.2 A similar position means a position:
- at the equivalent salary and grading; and
 - involving responsibilities broadly comparable to those exercised in their previous position.
- G7.4 Redeployment
- G7.4.1 When a position that is usually occupied by an employee who is on parental leave, is disestablished, then the same university redeployment provisions that would apply to other staff members who are subject to the same review will apply. Please refer to

Appendix C: Redundancy Provisions.

- G7.4.2 Any employee on parental leave must be notified if their position is to be disestablished as a result of a review.
- G7.5 University Special Paid Parental Leave
- G7.5.1 An employee who is entitled to apply for 52 weeks Parental Leave may apply for up to 9 (nine) weeks of such Parental Leave as University Special Paid Parental Leave, providing that the employee genuinely intends to return to duty after such Parental Leave, and providing further that if the employee subsequently does not return to duties, the employee agrees to refund salary and other remuneration paid during Special Paid Parental Leave or agrees to alternative arrangements with the University. This leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.
- G7.5.2 If both partners are employed in the University and are eligible for Special Paid Parental Leave, then they are entitled to a total of nine weeks Special Paid Parental Leave, between them, and they may choose who will receive it.
- G7.5.3 Any adjustments to the salary scale that are backdated into the period covered will apply.
- G7.5.4 An employee who is absent on parental leave for less than nine weeks will receive that proportion of the payment that their absence represents in working days.
- G7.5.5 Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the employer.
- G7.6 Employees returning from a period of parental leave may wish to work reduced hours for a period or take up a part-time position within the University. The University is encouraged to take a sympathetic view of employees' circumstances and have regard to the University's equal employment opportunities policy when exercising decision-making powers in relation to such applications.
- G7.7 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

G8 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

- G8.1 An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:
- G8.1.1 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.
- G8.1.2 The applicant must:
- (i) produce a birth certificate for the under school age child; and
 - (ii) sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- G8.2 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum eligibility will be at the employer's discretion.
- G8.3 An applicant seeking to return to the University should give at least three months' notice and renew that notice at least one month before the date s/he wishes to return to work or one month before the expiry of the period in G8.1.1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.
- G8.4 Where an applicant meets the conditions in G8.1.1 to G8.3 and at the time of the application:
- G8.4.1 Has the necessary skills to fill competently a vacancy which is available in the University; and
- G8.4.2 The position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- G8.5 Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements.
- G8.6 If an applicant is not appointed to any position within three months after the expiry of the period in G8.1.1 above, the benefits of these provisions will lapse.

G9 LONG SERVICE LEAVE

G9.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled on completion of 20 years continuous university service to a special holiday of four weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement and must be taken as four consecutive weeks leave.

G9.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G9.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

G10 CREDITING OF PREVIOUS SERVICE

G10.1 The University may give credit for other previous relevant service for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

G10.2 Decisions shall have regard to:

- (i) the relevance of the service;
- (ii) recruitment and retention experiences.

G11 JURY SERVICE LEAVE

An employee called upon for Jury Service must request to be excused where the operational needs of the employer require attendance at work. The employer will support that request in writing. If the request is refused by the Courts, then the employee called on for Jury Service will be entitled to special leave on pay. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

G12 BEREAVEMENT/TANGIHANGA LEAVE

G12.1 An employee is entitled to up to five (5) days paid bereavement leave where the bereavement relates to the death of a spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.

Where on any occasion by reason of death of a person other than those above, the employer accepts that the employee has suffered a bereavement, the employee shall be entitled to one days paid bereavement leave. In determining whether or not the employee has suffered a bereavement the employer shall consider relevant factors including those specified in the Holidays Act 2003.

Bereavement leave shall be paid at the employee's relevant daily pay as defined in the Holidays Act 2003.

G12.2 In granting time off, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- (i) the closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- (ii) whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (iii) the amount of time needed to discharge properly any responsibilities or obligations;
- (iv) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (v) a decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

G12.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

G12.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishing of office) or other discretionary leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

G13 STUDY LEAVE

G13.1 Provision of Study Leave is at the discretion of the employer.

G13.2 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment.

Such study leave may entitle them to the benefits set out in G13.3 and G13.4.

- G13.3 An employee who has been granted study leave under the provisions of G13.2, may have their cost of tuition paid, either in whole or in part, by the University directly at commencement of each paper or papers (where such a course is offered by the University of Auckland). Other fees and purchase of notes, books and instruments will remain the responsibility of the employee.
- G13.4 Where the University has paid the employee's fees and/or other related expenses, and the employee fails to successfully complete the paper or papers, (in the absence exceptional circumstances) the employee agrees that they may be required to repay the fees as a debt that is owed to the University.
- G13.5 Where, as a course requirement, the employee who has been granted study leave under these provisions is required to travel to another centre, the employer may pay transport costs and expenses in accordance with University policy.
- G13.6 The granting of study leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.
- G13.7 Where a full time employee is required by the employer to study towards a recognized qualification, the employee shall be granted leave on pay up to a maximum of one day in a week, or such other times as may be required by the employer, for the purpose of attending such a course or study.

G14 TUITION FEES

The University may meet the costs of tuition for any employee enrolled for a course of study in the University which is relevant to the employee's work and has been approved by the employer. The University may approve attendance at courses in other cases without meeting the cost of tuition.

G15 OTHER LEAVE

The employer may grant an employee Other Leave with or without pay on such terms and conditions as the employer may deem fit.

G16 ACCIDENT LEAVE

Accident leave is granted in terms of Accident Compensation Act 2001.

The University is committed to paying the first week's compensation in the case of all injuries sustained in the course of employment, even if such injuries are classified otherwise according to the Act.

The University will pay compensation for up to 28 days following the start of incapacity until the claim is identified as work related or not. In the case of non-work related accidents, the employee shall immediately reimburse the full amount to the employer as soon as they receive compensation from ACC in respect of that period.

SECTION H: GENERAL PROVISIONS

H1 HEALTH, SAFETY AND WELLBEING

- H1.1 The parties believe that the health, safety and wellbeing of all members of the University community is among their highest priorities. The University is committed to the highest standards of health, safety and wellbeing through continual improvement whilst ensuring the continued delivery of worldclass education and research. Both the employer and the employee shall comply with their obligations under the Health and Safety at work Act 2015 and associated legislation. This includes the employer and the employee taking all reasonably practicable steps to ensure a safe and healthy workplace in accordance with the University's [Health, Safety and Wellbeing Policy](#).
- H1.2 The University is committed to being safe, inclusive and equitable. Diversity and collegiality are central to the University's values. In accordance with these values, the University is committed to providing an environment in which all members of the University community are valued and treated with respect, and where bullying, harassment and discrimination are unacceptable. For further information refer to the [Addressing Bullying, Harassment and Discrimination Policy and Procedures](#).
- H1.3 OOS
The employer will ensure that all employees are familiar with the risks of OOS when working in situations where any muscle group is stressed over periods of time (including through the extended use of keyboards). The Health and Safety section of HR will provide current information to employees to minimise risks of OOS.
- H1.4 New Technology
When new technology is introduced into a workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

H2 RELEASE OF INFORMATION

Employees of the University shall ensure that at all times personal information held by the University, or which becomes known to the employee is handled in accordance with the provisions of the [Privacy Act 2020](#).

H3 PAYMENT OF SALARIES

- H3.1 Direct Debit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.
- H3.2 Final Pay: Regardless of whether the termination is on notice or without notice, the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

H4 DEDUCTIONS

- H4.1 Notwithstanding anything contained elsewhere in this agreement or in law the parties agree that the Employer is entitled to make a deduction from the salary (including final pay and holiday pay in the case of a termination) of an Employee for a debt lawfully owed to the University.
Deductions may be made, for example, for time lost through sickness or accident not covered by sick leave, unauthorised absence, non-return or damage of University property, default by you, holidays taken in advance, overpayment of salary, outstanding debts or money owed to the University by the Employee.
Employees will be consulted before any deductions are made.
The Employer agrees that in an ongoing employment relationship where regular deductions from an Employees' salary is necessary to discharge the debt, the amount deducted will be fair and reasonable, considering the interests of both parties, including whether the proposed amount is affordable for the Employee.
- H4.2 At the written request of any employee, the employer shall deduct union fees from the employee's pay at a rate advised from time to time by the NZEI : Te Riu Roa, as appropriate, and shall remit such deductions to the NZEI : Te Riu Roa, as appropriate, in a manner agreed upon between the employer and the relevant union party.
- H4.3 (i) The employer, when requested in writing by a union party, shall within one month of receipt of such request, supply to that union party a list of all employees from whom deductions have been made.

(iii) Such requests shall not be made to the employer at intervals of less than six months.

H5 DISCIPLINARY PRINCIPLES

See **Appendix B**.

H5.1 Suspension

Where there is an alleged case of serious misconduct the employee may be suspended on base salary from his or her duties while an investigation is carried out. In addition, there may be other exceptional circumstances in which an employee may be suspended with pay. Suspensions without pay will only occur in very rare and exceptional circumstances, such as a police investigation of serious criminality, and cognisant of the presumption of innocence.

However, no suspension shall be initiated or continued unless it is fair and reasonable for such a step to be taken or continued. Where there is a proposal to suspend an employee, that employee shall wherever practicable have the right to have access to all of the relevant information and an opportunity to be heard before the suspension occurs.

H5.2 Disciplinary processes shall be undertaken in accordance with the Disciplinary Procedures for Professional Staff (appendix B) and the principles of procedural fairness and good faith.

H5.3 Procedural Fairness

The employer must have good grounds to discipline and/or dismiss and any disciplinary process needs to be procedurally fair. Procedural fairness requires that the Employee will:

1. Be fully and fairly informed of the allegation or allegations against him or her;
2. Have an informed, full and fair opportunity to respond to the alleged breaches of conduct/ poor performance, including by being:
 - i. provided with all information generated by the investigation;
 - ii. notified of potential disciplinary outcomes at the outset; and
 - iii. given the opportunity to comment on any proposed penalties and raise any matters relevant to mitigation, prior to a final decision being made.
3. Have his or her responses considered with an open mind;
4. Be provided with an opportunity, within a specified time frame to correct the conduct/performance, with the assistance and support of the employer (except in the case of serious misconduct or after a final written warning);
5. Have the right to representation at all stages of the process.

The Employer also agrees that:

1. Any delegate or investigator appointed to conduct an investigation will investigate fully, fairly and impartially;
2. Any warnings will be issued with the approval of a Human Resources manager or advisor; and
3. In circumstances where disciplinary action is taken, the decision and the reasons for it, will be provided in writing to the employee; and
4. Employees shall be advised of their right to challenge any disciplinary decision.

Good faith

Both the employer and employee will act in good faith during any disciplinary process. Both parties agree to conduct themselves in a manner that is active, constructive, responsive and communicative to ensure that a productive employment relationship is maintained through the process.

H5.4 Definitions

"Misconduct" means

The failure of an employee in their employment to maintain proper standards of integrity, conduct or concern for the public interest or the wellbeing of the students or other employees of the University; or The failure of an employee to comply with policies, procedures or directions of the University, Academic Head or other persons in authority at the University; or The failure to maintain adequate standards of performance.

"Serious Misconduct" means

Misconduct which is so serious that it may warrant summary dismissal and may include but is not limited to, sexual harassment, assault, theft, fraud, misappropriation, deliberate or repeated disregard of health and safety standards, wilful disobedience, deliberate or repeated misconduct, failure to disclose a conflict of interest, breach of the University's policy against harassment, behaviour which leads to significant loss of trust and confidence.

H6 EMPLOYMENT RELATIONSHIP PROBLEMS

The provisions of Appendix A will be followed in the case of employment relationship problems.

H7 UNION MEETINGS

- H7 .1 Subject to the following clauses, the employer shall allow every employee covered by this agreement who has nominated NZEI: Te Riu Roa as their authorised representative to attend on ordinary pay, up to two meetings (each of a maximum 2 hours' duration) with NZEI: Te Riu Roa in each year.
- H7.2 The NZEI: Te Riu Roa shall give the employer at least 14 days' notice of the date and time of any meeting to which H8.1 applies.
- H7 .3 The NZEI : Te Riu Roa shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, Including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- H7 .4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- H7. 5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the NZEI: Te Riu Roa shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

H8 RIGHT OF ACCESS

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of NZEI: Te Riu Roa as the case may be, shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the NZEI: Te Riu Roa, as the case may be, or enforcing this agreement, including access to wages, holiday and time records but not so as to interfere unreasonably with the employer's business.

H9 REPRESENTATIVES EDUCATION LEAVE

Employment Related Education Leave shall be granted pursuant to the Employment Relations Act 2000 and its amendments.

H10 STAFF MEETINGS

At the commencement of each year the Manager, University ECE Centres will consult with the Centre Leaders, and will then determine the number of staff meetings per year, but not less than five meetings.

Untrained or in training staff members who have completed their normal hours of duty, and who attend the meeting, will be paid at time and a half of the employee's hourly rate of pay and a light meal will be provided for all staff. Assistant Centre Leaders and qualified/certificated ECE Teachers have staff meeting payments built into their annual salary.

H11 CONFIDENTIALITY

Employees shall ensure that they do not comment on behalf of the University on matters outside their particular areas of expertise or responsibility unless they have first obtained the approval of the Registrar through the appropriate Dean, Academic Head or Manager.


H12 INDEMNIFICATION

The employer shall keep the employee indemnified from and against all actions, claims, proceedings, costs and damages incurred or arising out of or any act of omission or statement of the employee in the course of his/her employment, provided that this indemnity shall not be available to an employee who wilfully causes loss or damage or fails to act in good faith.

SCHEDULE A: SCHEDULE OF SIGNATORIES

The following are parties to The University of Auckland Early Childhood Educators Collective Agreement.

Signed on behalf of
Vice Chancellor of The University of Auckland:



.....
Date: 7 September 2021

Signed on behalf of the
New Zealand Educational Institute (NZEI: Te Riu Roa):



Kristen Stevenson

.....
Date: 7 September 2021

APPENDIX A: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 requires that all collective and individual agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The University and the union have agreed on the following procedure.

1. Employment relationship problems include:
 - **a personal grievance** {a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
 - **a dispute** (about the interpretation, application or operation of an employment agreement).
 - **any other problem** relating to or arising out of the employee's employment relationship with the University except matters relating to the fixing of new terms and conditions of employment.
2. If the employee believes there is a problem with his or her employment relationship with the University, the employee should tell the employee's manager, either personally or through the union or other representative, as soon as possible:
 - a) that there is a problem; and
 - b) the nature of the problem; and
 - c) what action the employee wishes to be taken in relation to the problem.
3. If for any reason the employee feels unable to raise the matter with his or her manager, other suggested contacts are: Dean or Director, the Director or other staff member of Human Resources or, the Director Staff Equity.
4. In the case of a personal grievance, the employee must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the later. A written submission is preferable but not necessary.
5. The employee has the right to seek the support and assistance of his or her union or representative, or information from the Ministry of Business Innovation and Employment (MBIE) Mediation Service at any time.
6. The University will try to resolve the matter through discussion with the employee and/or his or her union or representative.
7. If the problem cannot be resolved through discussion, then either the employee or the University can request assistance from the Ministry of Business, Innovation and Employment (MBIE) Mediation Services.
8. If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and determination.
9. In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the University to the Employment Court.

APPENDIX B: DISCIPLINE PROCEDURES

THE UNIVERSITY OF AUCKLAND

DISCIPLINE PROCEDURES

HUMAN RESOURCES MUST BE CONTACTED IN THE FIRST INSTANCE

Before proceeding with any meeting or correspondence in relation to disciplinary action, the law requires that there be **good grounds** to discipline and/or dismiss and that it is carried out in a **procedurally fair manner**.

The principles of natural justice require the following:

1. Identification of unacceptable conduct/performance and advice of such to the staff member.
2. An opportunity for the staff member to explain the alleged conduct/performance.
3. An opportunity within a specified time frame for the staff member to correct the conduct/performance, with the assistance and support of the employer (except in the case of serious misconduct or after a final written warning).
4. That the employer act fairly towards the employee.

Informal Meeting and Outcome

Where there is conduct or performance that is of concern to a manager, the manager is encouraged to raise these concerns in the context of an Informal Meeting wherever that is appropriate. The manager may wish to seek the advice of Human Resources prior to such a meeting. Normally such a meeting is held between the manager and staff member alone, however either or both the manager and staff member may adjourn such a meeting and seek the assistance of Human Resources and/or a union representative respectively.

The outcome of any informal meeting with a staff member may include any justifiable outcome, including one or more of the following according to the circumstances:

- training
- counselling
- an instruction to improve conduct or performance.

An informal meeting does not constitute a "Disciplinary Meeting" under the terms of this appendix, though any important requirements should be provided clearly by the manager to the staff member in writing.

Disciplinary Meeting Outcome

Where the conduct/performance is sufficiently serious or is repeated, then a Disciplinary Meeting may be warranted. The outcome of any disciplinary meeting may include any justifiable outcome, including one or more of the following according to the circumstances:

- training
- counselling
- an instruction to improve conduct or performance
- a Formal Warning
- a Final Written Warning
- dismissal.

In certain circumstances, demotion, redeployment or other alternatives may be considered. Where a warning or dismissal is being considered, the following guideline must be taken into account.

Formal Warning

A Formal Warning may be warranted in situations of any:

- unsatisfactory performance or
- misconduct (other than serious misconduct).

Final Written Warning

A Final Written Warning may be warranted in situations of any:

- misconduct that follows a Formal Warning
- unsatisfactory performance after a Formal Warning
- serious misconduct that might justify dismissal, but where a "second chance" is warranted.

Dismissal

Dismissal may be warranted in situations of any:

- misconduct that follows a Final Written Warning
- continued unsatisfactory performance following a Final Written Warning
- serious misconduct

As an alternative to dismissal, the employer may consider:

- demotion
- redeployment
- such other action as may be appropriate in the circumstances.

Disciplinary Meetings Procedures

The following principles shall be observed in the case of any meeting that may result in a warning or dismissal for cause.

Prior to any disciplinary meeting:

- The employer must investigate the facts. The procedure for investigating facts may include an "Informal Meeting" in accordance with the procedure above. The employer will then consider the facts.
- Where the employer then considers that there is a need to proceed to a Disciplinary Meeting, those procedures will be initiated.
- The employee will be advised of the brief reason(s) for the meeting, and of the right to seek representation at any disciplinary meeting.

At any disciplinary meeting:

- A Human Resources representative should be present.
- The employee must be advised of the misconduct and/or unsatisfactory performance.
- The employee must be provided with an opportunity to explain the behaviour/performance.
- Time should be given for adjournment(s) so that the employee and representative have time to consider his/her response to the allegations.
- The meeting should be conducted in a non-threatening manner.

After a disciplinary meeting:

- The employer shall fully consider the explanations of the employee before determining what action, if any, is appropriate in the circumstances.
- If the employer considers that a Formal Warning or Final Written Warning is warranted, then this shall be recorded in writing and provided to the employee. There must be a request for an Improvement in conduct and/or performance. The employee must be advised that, if performance or conduct does not improve a further warning and/or termination of employment may be possible. A copy of any warning should be noted on the employee's file and the employee should be advised of this. Appropriate training and support shall be provided.
- If dismissal is warranted, then the notification of dismissal and the reasons for dismissal shall be provided in writing to the employee.
- The Manager who will make any decision in relation to any disciplinary meeting will listen to and consider the explanation of the staff member. Before making any such decision, the manager must discuss the matter with an HR practitioner.

Review of Any Disciplinary Outcome

The outcome of a disciplinary matter may be reviewed under the following principles:

- The Employee or the University may initiate a review of the outcome of a disciplinary matter through Human Resources.
- A requested review normally would take place between 3 months and 12 months after the disciplinary matter, but may take place at another agreed time.
- The University will take into account any submission of the Employee before making a decision on the review outcome.
- The decision of the University as a result of the review may include:
 - rescinding the warning and remove the documentation from the personal file
 - holding all related material in a confidential envelope on the personal file
 - no further action
 - such other action as may be appropriate in the circumstances.
- While a Formal Warning or Final Written Warning may be removed from the file, if related misconduct/performance reoccurs, the University may consider whether the conduct/performance warrants a Final Written Warning or Dismissal.

COMPETENCY

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

APPENDIX C: REDUNDANCY PROVISIONS

- a) Where the employer carries out a review or restructure of any of the positions covered by this agreement, and such a review or restructure has the potential to affect the job security of any employee covered by this agreement, the employer will enter into a process of consultation with the union(s) and the affected employee(s). Such consultation shall commence not less than one month prior to any final decisions being made provided that in specific instances this period may be reduced by mutual agreement with the union(s) concerned. The purpose of such consultation is to allow the parties sufficient opportunity to investigate options in good faith which would prevent any loss of employment. Nothing in this appendix applies to casual employees, as defined under clause C1.5.
- b) The University's approach to surplus situations shall be to explore the possibility of using redeployment, retraining and or alternatively early retirement. Where reasonable efforts to place surplus staff through these options prove unsuccessful redundancy provisions may be invoked.
- c) Employees declared redundant shall receive not less than two months' notice of the termination of their employment, by reason of redundancy, or such shorter or longer period as may be agreed between the employee and the University. They shall have the option to work out their notice where that is practicable.
- d) Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay to make arrangements to seek new employment. These arrangements may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews. The employer will meet reasonable costs.
- e) Employment Protection Provisions
Note: This clause shall apply in the event of restructuring of the Employer's business. The provisions outlined in this appendix (Appendix C (a), (b), (c), and (d)) also take effect in this clause.

This clause applies to restructuring (as defined in Section 69OI of the Employment Relations Act 2000 and its amendments) and therefore will apply where the Employer intends to enter into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Employer's business (or part of it) is to be sold or transferred to another person or business.

In the event a restructuring will affect your position, the Employer shall, as soon as is reasonably practicable, (taking into account the commercial and confidentiality requirements of the business), commence negotiations with the other party involved in the restructuring {the "Other Party"} concerning the impact of the restructuring on every employee.

In those negotiations, the Employer will, subject to any statutory, commercial confidence or privacy issues, provide the other Party with all Information about the employees who will be affected by the restructuring, including details of their current terms and conditions of employment. The Employer will encourage the Other Party to offer all affected employees, employment on no less favourable terms and conditions of employment than they currently enjoy with the University.

However, whether the Other Party offers the staff member ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.

Two options may be offered. They are

- The Other Party does offer the employee employment on terms and conditions which are no less favourable than their existing terms and conditions. The employee may accept this offer to transfer to the Other Party or the staff member may decline the offer. If the employee accepts or declines the offer then they will not be entitled to any redundancy compensation from the University.
- If the staff member is not offered employment, by the other Party, then the Employer will consult with the staff member regarding whether there are any substantially similar alternative positions available. If none can be identified or offered to the staff member then they will be entitled to [two months' notice and redundancy compensation as per Appendix E (k) in this agreement.

Redeployment:

(f) The conditions under which employees may be redeployed to alternative duties within the University are as follows:

- (i) Employees may be deployed to a position at the same, higher or lower salary;
- (ii) Where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the employee in the old position at the time of redeployment.

(g) The equalisation allowance will be paid as an on-going allowance for two years equivalent to the

difference between the present salary and the new salary. The allowance will be abated by any salary increase for the new position during the two year period.

- (h) Employees who are offered a position in the University which by mutual agreement is comparable to their existing position, such agreement not to be unreasonably withheld, and who decline appointment, will not be eligible for payments under this clause.
- (i) Where an employee agrees to be redeployed into a position that is not comparable to their existing position, or the employee has accepted a comparable position that is subsequently found by the employee to be not comparable to their existing position in good faith, the employee may within the first three months in the new position and after consultation with the employer to explore other options, elect to resign from it, by giving the appropriate notice. The employee will receive a severance payment calculated on the salary and service of the employee immediately prior to the times/he was initially redeployed.
- (j) In the case of redeployment into a fixed term position which by mutual agreement is comparable to their existing position and which then ceases to exist, and the employee is not further redeployed, the employee's contract of employment shall terminate and the employee will be paid severance on the following basis:
 - (i) Where the position ceases during the first 12 months of redeployment the full severance payment will be made;
 - (ii) Where the position ceases after a period in excess of one year but not exceeding two years of redeployment, 50% of the severance payment will be made;
 - (iii) Where the position ceases beyond two years of redeployment no severance payment will be made.

Redundancy:

- (k) Upon leaving the University because of redundancy the employee shall be offered a severance payment as follows based on continuous service with the University.
 - (a) Six weeks ordinary pay for the first year (or less) of service to the University.
 - (b) Two weeks ordinary pay for the second and subsequent years or part thereof.

The maximum severance payment under this clause shall be 40 weeks ordinary pay.

Annual leave and Long Service Leave due shall be paid in addition to the above payment.

- (I) Severance payment for a fixed term position that ceases to exist will be calculated on the basis of salary and service of the employee, and will not be greater than the salary that would be due over the unexpired portion of the term.
- (m) Where the employment of an employee engaged in an activity of the University comes to an end because that activity is sold or transferred and the person who acquires that activity offers to employ that employee:
 - (a) On conditions that are the same as or no less favourable than the existing conditions; and
 - (b) On the basis that service with the University is treated as if it were service with the new employer and as if it were continuous;

And the employee accepts the offer then the employee shall not be entitled to any severance payment under clause (k) of this agreement.

Where the employee declines to accept the position, the employee will consult with the employer over redeployment and other options contained in clauses e) to k), including the following option.

Where the person acquiring the activity offers a different role or employment on less favourable terms and conditions, the employee(s) and their union representative(s) may, at their sole option, negotiate with the University over the terms and conditions surrounding termination of employment with the University and acceptance of employment with the new employer.