



UNIVERSITY OF
AUCKLAND
Waipapa Taumata Rau
NEW ZEALAND

Early Childhood Educators Individual Employment Agreement

February 2024



EARLY CHILDHOOD EDUCATORS INDIVIDUAL EMPLOYMENT AGREEMENT

JANUARY 2024

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EARLY CHILDHOOD EDUCATORS INDIVIDUAL EMPLOYMENT AGREEMENT

JANUARY 2024

SECTION A: PARTIES

A1 PARTIES

A1.1 The parties to this agreement are the Vice Chancellor of Waipapa Taumata Rau | The University of Auckland (the "Employer"), and the Employee ("You" or "the Employee").

The agreement shall apply to:

- (i) an Employee engaged in the care and education of tamariki | children in a childcare centre or kōhanga reo (Kaiako/Early Childhood Educator)
- (ii) an Employee responsible for assisting the Centre Leader / Kaiwhakahaere in the day to day running of a kōhanga reo or childcare centre (Assistant Centre Leader)

A1.2 The terms and conditions (including pay rates) set out in this document may differ from those in the collective agreement. You acknowledge that if, at any time in the future, you choose to be covered by any applicable collective agreement, your terms and conditions will be those set out in the collective agreement. This means you will be paid in accordance with the pay rates set out in the collective agreement and be eligible for service-related entitlements which may differ from the pay rate and service-related entitlements provided to you under your individual agreement.

SECTION B: TERMS OF EMPLOYMENT & SUPERANNUATION

B1 CATEGORIES OF EMPLOYEE

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

B1.1 Full-time Employees

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

B1.2 Part-time Employees

A permanent Employee working for less than the full hours provided in clause C1.1 (hours of work). Part-time Employees receive the entitlements of this agreement on a pro-rata basis.

B1.3 Fixed Term Employees

An Employee engaged on a full-time or part-time basis for a specific term (see Fixed-term agreements B2 below).

B1.4 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.

B2 FIXED TERM AGREEMENTS

B2.1 At the time of appointment to a fixed term position, the Employer will give the reason for the fixed term nature of the position. Reasons for fixed terms may include:

- the replacement of staff who are on leave;
- temporary cover while a position is recruited for;
- the undertaking of a defined task for a short period;
- other similar requirements.

B2.2 In order to reduce the uncertainty felt by Employees on fixed terms about the future of their employment, the Employer will, where possible, at least four weeks prior to the expiry of the fixed term, inform such Employees about the employment circumstances which will arise at the end of

their agreements, including whether:

- the Employee is to be offered further employment; or
- the Employee's employment will cease at the end of the fixed term.

B3 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.

B4 TERMINATION OF EMPLOYMENT

B4.1 Written notice of one month is required for termination of employment (including resignation) but may be reduced by agreement between the parties. The Employee will work out their notice period unless the Employer determines it is not practicable for the Employee to work out their notice period. Where the Employer determines it is not practicable for notice to be worked, payment in lieu of notice will be made.

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.

B4.2 Each Employee upon termination shall on request be provided with a certificate of service within a reasonable period.

B4.3 Where redundancy is proposed, the provisions of Appendix B shall apply. These do not apply to casual employees.

B5 SUPERANNUATION/KIWISAVER

B5.1 University Employees may belong to Unisaver in accordance with the provisions of that scheme.

B5.2 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.

B6 TRANSFERS

The Employee may be required to work at any other centre on a 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. These requirements do not apply to casual Employees who have no usual place of work.

SECTION C: HOURS OF WORK

C1 HOURS OF WORK

- C1.1 The University recognises the importance of maintaining a work-life balance.
- a. For a full-time teacher the normal hours of work to properly fulfil the duties and responsibilities connected with their employment will be 40 hours per week to be worked from Monday to Friday inclusive and between the hours of 7am and 6.30pm.
 - b. For a part-time teacher the normal hours of work to properly fulfil the duties and responsibilities connected with their employment will be less than 40 hours per week, and as far as practicable, not exceed the total hours of work set out in their letter of offer, to be worked from Monday to Friday inclusive and between the hours of 7am and 6.30pm.
- C1.2 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.
- C1.3 Each centre or kōhanga reo will display a templated shift schedule (showing any week-by-week rotations) in the staff area. This will be updated as any new Kaiako are appointed. The University will publish a shift schedule showing Employees' shift start and finish times 2-weeks in advance (published shift schedule). The Employer may request amendments to the published shift schedule as required to accommodate unplanned staff absences and to ensure effective utilisation of resources. Employees will consider all requests in good faith.
- C1.4 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.
- C1.5 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.
- C1.6 In special circumstances an Employee may be required temporarily to vary starting and/or finishing times.
- C1.7 For all casual Employees:
- a. If for any reason the Employer believes it is necessary to cancel a shift that a casual Employee has been rostered to work in advance, the following will apply:
 - In the case of a shift which has been rostered at least 2 weeks in advance, the Employer will give at least 48 hours' notice of cancellation.
 - In the case of a shift which has been rostered less than 2 weeks in advance, the Employer will give at least 24 hours' notice of cancellation.
 - b. If the Employer is unable to give the required notice, the Employee will work the rostered shift as planned unless:
 - The Employer decides to pay the Employee for the shift, without requiring them to work.
 - Where the Employee turns down work, they will not be paid.
 - c. When advising the Employee that a shift is to be cancelled, the Employer will identify if alternative work is available at another centre or kōhanga reo and, if so, the Employee will be re-directed to that centre or kōhanga reo where work is available.
 - d. If the Employee cannot work a shift they have been rostered to work, they must advise the Employer as soon as possible and at the latest with 2 hours' notice unless clause F4.9 applies.

C2 OVERTIME

- C2.1 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.
- C2.2 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:

- C2.1.1 Time off in lieu of one hour off for one hour worked; or
- C2.1.2 The payment of all overtime hours at time and a half of the Employee's hourly rate of pay; or
- C2.1.3 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.
- C2.1.4 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.

C2.3 For the purpose of this clause, the Employee's hourly rate of pay shall be the Employee's annual salary divided by 2080.

C2.4 An Employee who has been directed to work not less than 2 hours overtime 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.

C3 SATURDAY/SUNDAY ALLOWANCE

C3.1 Weekend work will not be undertaken unless it is required to support University ECE operations and has been approved by the General Manager, ECE in advance. The allowances provided for in C3.2 below will only apply where such approval has been given.

C3.2 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

C3.3 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.

C4 REQUIRED TRAINING

Notwithstanding clauses C2 and C3, where an Employee is required to attend First Aid training, Ministry of Education required training courses or any required training for licensing purposes the following will apply:

- a. The University will allow certified Kaiako (except casual Employees) paid time off work at ordinary rates if they are required to attend training where this training is required for licensing purposes. To qualify for paid attendance at required training during working time:
 - Kaiako must agree in advance with their Centre Leader / Kaiwhakahaere on the timing of the course (to limit disruption to centre operations); and
 - The General Manager, ECE must confirm that course attendance is required.
- b. If required to attend a First Aid training course or other approved professional development training outside contracted hours (including on weekends), Employees will be paid at their ordinary rate of pay for the hours spent in training. Neither overtime rates, nor the allowances set out in clause D3 (Saturday/Sunday Allowance) above, will apply. Alternatively, if requested by the Employee, a day in lieu shall be provided for each day or part day of training. The day off in lieu will be taken on an agreed date within 60 days of the training. If it is not taken within 60 days, the day in lieu will be forfeited unless it has not been possible operationally to allow the Employee to take the day off, in which case an alternative date on which the day in lieu will be taken will be agreed with the Centre Leader / Kaiwhakahaere.

Attendance at Staff Meetings (including for professional development purposes) is not covered by the above. Refer to Staff Meetings clause – C8.

C5 CALL BACKS

C5.1 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 Kaiako release time, staff meetings, professional development, and administration time. For the avoidance of doubt, if an Employee remains at work to attend a staff meeting, the provisions of the Staff Meetings clause (C8) will apply, and this will not be considered a call-back.
- 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 E6. 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.

C6 KAIAKO RELEASE TIME

- C6.1 In this agreement, 'Kaiako release time' applies to Kaiako who hold planning and assessment responsibilities for tamariki and means any period of time during the Employee's hours of work when Kaiako are not working in direct contact with tamariki. 'Kaiako release time' includes any time spent on planning, assessment, parent/whānau contact, setting up, tidying up, food preparation, shopping, housekeeping, administration duties, preparation of activities, portfolios and displays. An Employee may be required to undertake these duties at any time as part of the normal working day.
- C6.2 The allocation of Kaiako release time will be determined by the Employer and based on the number of tamariki a Kaiako is completing assessment for. For each tamaiti who is being assessed the Kaiako will be allocated 1.5 hours per month. Where Kaiako are required to complete additional tasks or responsibilities outside planning and assessment for tamariki, the leadership team may agree to additional Kaiako release time to complete these duties.
- C6.3 Where the Employer determines that the 1.5 hour allocation per tamaiti should be enhanced for any particular Kaiako (whether on an on-going basis or temporarily), this will be done in consultation with the Kaiako. It is expected that any portion of Kaiako release time may be allocated during periods when there is less tamaiti contact required, such as the breaks between University semesters and the mid-semester breaks.
- C6.4 During any Kaiako release time, the Employee may be directed to carry out any duties associated with the care and education of tamariki should this be required. Kaiako are also required to be available to tamariki as the need arises such as in cases of accident or emergency. Therefore Kaiako release time is to be carried out on-site unless agreement has been made with the Employer.
- C6.5 Kaiako who are employed as Assistant Centre Leader (or in another role which has the same or similar leadership requirements as an Assistant Centre Leader will be provided with an additional 2 hours of release time each week. Where Kaiako who are not formally employed in leadership positions but are delegated responsibility for leadership activities by the Centre Leader / Kaiwhakahaere or Assistant Centre Leader, they will be provided with additional release time as appropriate and by agreement with the Centre Leader / Kaiwhakahaere and Assistant Centre Leader.
- C6.6 Kaiako release time is not transferable and will not be accrued. If employment ends or under any other circumstances whatsoever, the Employee will not be paid out for any Kaiako release time that has not been allocated to them at that time.

C7 PROFESSIONAL TIME

- C7.1 Kaiako (except casual Employees) who hold a current practicing certificate with the Teaching Council will have observations and feedback meetings throughout the year reflective of their goals, as required by Teaching Council. These will be completed by their mentor or a peer and form part of their Professional Growth Cycle. Professional time will be planned for Kaiako to attend feedback meetings. Kaiako holding Tiwhikete Whakaakoranga Tūturu | Full Practising Certificate (Category One) will have time planned for completing peer observations and both preparing and holding feedback meetings, with or without the direct mentor present.

- C7.2 In addition to D7.1 above, professional time is given to qualified and registered Kaiako (except casual Employees) to support them in achieving/maintaining full teacher certification. Each Kaiako working 40 hours per week should receive 16 hours of 'professional time' per year to be carried out on site unless an agreement is made directly with the Employer and to be taken at a time(s) that is agreed with the Employer. This professional time can be used for documentation and professional development required to achieve or maintain full teacher certification. For part-time Kaiako professional time allocations will be pro-rated.
- C7.3 Two teacher-only days per year (16 hours) will be designated by the Employer.
- C7.4 Professional 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 professional time that has not been allocated to them at that time.

C8 STAFF MEETINGS

- C8.1 At the commencement of each year the General Manager, ECE will in consultation with the Centre Leader / Kaiwhakahaeres determine and approve a schedule of staff meetings for the year, which will be no less than 10 meetings per year.
- C8.2 Uncertified 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 for the duration of the staff meeting.
- C8.3 From 1 February 2024 forward, Assistant Centre Leader and qualified/certified Kaiako who have completed their normal hours of duty, and who attend the meeting, will be paid at ordinary rates for the duration of the staff meeting.
- C8.4 Where any staff complete their shift before the commencement of a scheduled staff meeting, they may request two weeks in advance of the staff meeting to work these hours (**Gap hours**). The following will apply:
- They will take a 30-minute unpaid break after the completion of their shift; and
 - They will complete paid work onsite as allocated by the Centre Leader / Kaiwhakahaere at ordinary rates for Gap hours.
- C8.5 A light meal will be provided for all staff in attendance at the staff meeting.

SECTION D: REMUNERATION

D1 SALARIES AND WAGES

All Assistant Centre Leader and Certified Kaiako/ECE Educators must hold:

- (a) An early childhood or primary 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.

D1.1 Salary rates for certified and in-training Kaiako

Salaries are effective from the dates specified in this clause. **NOTE:** All Assistant Centre Leader and Certified Kaiako/ECE Educator Employees are paid annual salaries. Salaries are pro-rated for part-time qualified/certified Kaiako/ECE Educators.

Table 1:

- a. Table 1 below shows salary rates that will apply from 10 April 2023 to 31 January 2024 – this is a 5% increase (see Table 2 for rates effective from 1 February 2024).

Certified Kaiako/ ECE Educator Scale	From 10 April 2022		From 10 April 2023		
	Per annum	Per hour	Per annum	Per hour	
Step 1	\$48,243	\$23.13	\$50,655	\$24.29	In training rate
Step 2	\$51,571	\$24.72	\$54,150	\$25.96	In training rate
Step 3	\$54,898	\$26.32	\$57,643	\$27.64	In training rate
Step 4	\$58,225	\$27.91	\$61,136	\$29.31	
Step 5	\$61,552	\$29.51	\$64,630	\$30.99	
Step 6	\$64,881	\$31.10	\$68,125	\$32.66	
Step 7	\$68,207	\$32.70	\$71,617	\$34.34	
Step 8	\$71,535	\$34.29	\$75,112	\$36.01	
Step 9	\$72,555	\$34.78	\$76,183	\$36.53	
Step 10	\$73,575	\$35.27	\$77,254	\$37.04	
Step 11	\$74,595	\$35.76	\$78,325	\$37.55	

- b. For Table 1, the first three steps are in training rates and apply to any Kaiako/ECE Educators working towards becoming registered/certified. The range of rates for step 4 to step 11 applies to all certified Employees in the position of Kaiako / ECE Educator.

D1.2 Certified Kaiako rates from 1 February 2024

- a. From 1 February 2024 the new scale at Table 2 will apply for certified Kaiako/ECE Educators. This does not apply to Employees in-training who will be covered by the scale at Table 3.

Table 2:

Certified Kaiako/ ECE Educator Pay Parity Steps	Qualification Group Notations	From 1 February 2024	
		Per annum	Per hour
Step 1	P1E, P2E, P3E	\$57,358	\$27.58
Step 2		\$59,544	\$28.63
Step 3	P3+E	\$61,948	\$29.78
Step 4	P4E	\$64,133	\$30.83
Step 5	P5E	\$67,794	\$32.59
Step 6		\$71,869	\$34.55
Step 7		\$76,261	\$36.66
Step 8		\$81,566	\$39.21
Step 9		\$85,915	\$41.31
Step 10	P1M, P2M, P3M	\$92,175	\$44.31
Step 11	P3+M, P4M, P5M	\$96,820	\$46.56

- b. Transition of Employees from Table 1 rates to Table 2 rates on 1 February 2024:

- Transition to the Table 2 rates will be based on the Employee's Pay Parity Assessment.
- From 1 February 2024, the Employee will move to the salary and Pay Parity Step that is aligned to their Pay Parity Assessment.
- Where they are already on a salary that is higher than the salary which aligns to their Pay Parity Assessment, their salary will be maintained at the 10 April 2023 rate until such time as they are eligible to progress to the next Pay Parity Step (see below) which exceeds their 10 April 2023 salary rate.

- c. Following transition to these rates on 1 February 2024, Employees will progress to the next step in Table 2 in accordance with clause E1.6 below.

D1.3 In-training rates from 1 February 2024

Table 3:

Employees in training	From 1 February 2024	
	Per annum (pro-rated for part-time hours)	Per hour
Step 1	\$50,440	\$24.25
Step 2	\$53,040	\$25.50
Step 3	\$55,952	\$26.90

- a. Transition of in-training Employees from Table 1 rates to Table 3 rates on 1 February 2024:

- Where an in-training Employee is employed at a rate that is higher than the applicable rate for their position and experience under Table 3, their current rate will be maintained.
- Employees who are in their first year of training will be placed on Step 1, Table 3. Step 2, Table 3 will apply for the second year of training and Step 3, Table 3 for the third year of training.
- Employees will progress to the next in-training step when they provide evidence of study completed and progression to the next year of study.

D1.4 All salaries in in Tables 1, 2 and 3 above apply to Employees whose ordinary full-time hours are 40 hours per week. Salaries are pro-rated for part-time Employees.

D1.5 Rates upon appointment

Upon appointment Certified Kaiako/ECE Educators will have a pay parity assessment completed as per Ministry of Education guidelines and this will determine their Pay Parity Step.

D1.6 Advancement through the Pay Parity Steps (Table 2) for certified Kaiako after 1 February 2024

- a. Advancement to the next step in the Certificated Kaiako/ECE Educator Pay Parity Steps (to step 11) shall occur when:
 - The Kaiako has completed 2080 hours of work; and
 - They have been assessed as meeting the Teaching Council Standards for certification.
- b. Where a Kaiako has been assessed as not meeting the appropriate Teaching Council Standards, salary progression may be deferred. A Kaiako must demonstrate that they meet the appropriate Professional Standards to progress.

D1.7 Assistant Centre Leader

- a. Effective 10 April 2023, all Assistant Centre Leader will receive a pay increase of 5% on their existing base salary rate.
- b. From 1 February 2024 Assistant Centre Leader will be paid in accordance with Table 2 and their step placement will be the step that aligns with their Pay Parity Assessment.
- c. In addition, from 1 February 2024, Assistant Centre Leader will be paid a leadership allowance per annum as follows:
 - \$5,000 to \$6,000 gross per annum where the Assistant Centre Leader is overseeing up to and including 5 full time equivalent Kaiako (including uncertified Kaiako).
 - \$6,500 to \$8,000 gross per annum where the Assistant Centre Leader is overseeing 6 or more full time equivalent Kaiako (including uncertified Kaiako).
- d. Where, as at 31 January 2024, an Assistant Centre Leader has a salary that is higher than their applicable Pay Parity Step and their leadership allowance combined, they will:
 - Move to their applicable Pay Parity Step in Table 2, have their leadership allowance applied, and receive a top up (a retention allowance) that is equal to the difference between their salary as at 31 January 2024 and their relevant Pay Parity Step and leadership allowance combined.
 - The retention allowance will reduce by the equivalent amount of any Pay Parity Step increase or if any other salary adjustment is received.
 - The retention allowance will cease when the applicable Pay Parity Step and leadership allowance combined exceed the salary that was payable to the Assistant Centre Leader as at 31 January 2024. The arrangement will also cease if the Assistant Centre Leader moves into another role.
- e. This means that anyone whose salary at 31 January 2024 is greater than their 1 February 2024 Pay Parity Step and their leadership allowance combined will not receive a further increase on 1 February 2024.

D1.8 Permanent Uncertified Kaiako

- a. An uncertified Kaiako is an Employee primarily employed in teaching duties who does not hold a current early childhood or primary teaching qualification, or certification issued by the Teaching Council of Aotearoa NZ and is not in-training.

Permanent, uncertified Kaiako rates

- b. From 10 April 2023 existing rates for uncertified Kaiako will increase by 5%.
- c. From 1 February 2024 the following will apply:

Table 4:

Step	From 1 February 2024	
	Per annum	Per hour
Step 1	\$50,440	\$24.25
Step 2	\$53,040	\$25.50

- From 1 February 2024, uncertified Kaiako who work over 24 hours per week and who complete planning and assessment, maintain routines and compliance, and are assessed as meeting the expectations of their position description, will be eligible to progress to Step 2 after 12 months in their role.
- All other Uncertified Kaiako will be paid as per Step 1.
- If as at 1 February 2024 an Uncertified Kaiako is on a rate which is higher than the applicable rate under Table 4, their current rate will be maintained.

D1.9 Casual Uncertified Rates

Wage per hour from 1 February 2024
\$23.50 per hour

Casual Employees shall be entitled to holiday pay of 8%, in accordance with the requirements of the Holidays Act and amendments.

SECTION E: ALLOWANCES

E1 HIGHER DUTIES ALLOWANCE

- E1.1 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.
- E1.2 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.

E2 TE REO ALLOWANCE

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

E3 CLOTHING ALLOWANCE

This clause only applies to those Employees who are on the permanent 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.

E4 MORNING, LUNCH AND AFTERNOON TEA

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

E5 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND

- E5.1 Where an Employee is required to travel on approved University business within New Zealand, the University [Travel Policy](#) will apply for associated costs.
- E5.2 Employees travelling on University business which has been approved by the Employer will be reimbursed actual and reasonable expenses upon presentation of receipts.

E6 TRANSPORT

- E6.1 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.
- E6.2 For further information on transport and travel, please refer to the [Travel Policy](#).

SECTION F: HOLIDAYS AND LEAVE

F1 PUBLIC HOLIDAYS

F1.1 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
- Matariki
- Labour Day
- Auckland Anniversary Day (or relevant regional holiday, as per the Holiday's Act 2000)
- Christmas Day
- Boxing Day

F1.2 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](#).

F1.3 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.
- c. Casual Employees will be entitled to payments for public holidays and to alternative holidays in accordance with the Holidays Act 2003.

If an Employee is 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 Whānau from Hineteiwaiwai Te Kohanga Reo and Te Puna Kōhungahunga, 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 whānau, 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.

F2 ANNUAL LEAVE ENTITLEMENT

F2.1.1 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.

F2.1.2 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.

F2.1.3 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.

F2.2 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.)

F2.3 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.

F2.4 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.

F3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

F3.1 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 F7), 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.

F3.2 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.

F4 SICK LEAVE

F4.1 Permanent and fixed-term Employees are entitled to either Sick Leave on pay, or Sick Leave without pay as set out in this clause F4.

Casual Employees may qualify for sick leave under the terms of the Holidays Act 2003.

F4.2 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.

F4.3 All Sick Leave is to be computed in working days.

F4.4 **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.

F4.5 This leave is inclusive of the provisions of the Holidays Act 2003.

F4.6 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.

F4.7 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.

- F4.8 Should an Employee require time off to attend a Doctor, Dentist or other health professional, during their work time, the Centre Leader / Kaiwhakahaere will (where possible) approve the paid leave time, which will not be deducted from the Employee's sick leave entitlement.
- F4.9 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.
- F4.10 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.
- F4.11 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 10 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.
- F4.12 Isolation on account of infectious sickness
If due to household or other exposure to an infectious condition or notifiable disease, Employees are required to isolate, they 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 a registered medical practitioner or by the District Medical Officer of Health.
- F4.13 Employee suffering from infectious or notifiable disease contracted at work:
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 may be required to support any period of sick leave.
- F4.14 For the purposes of clauses F4.12 and F4.13 above, [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](#).
- F4.15 Employees employed prior to 1 October 1995 shall carry forward their existing unused sick leave entitlement.

F5 RETIREMENT

- F5.1 The Employee shall give to the University not less than 3 months' notice of retirement in writing.
- F5.2 Employees may elect to retire on or after their 60th birthday. The Employer may at its discretion approve retirement of a staff member who is aged between 55 and 59 years.
- F5.3 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.

F6 RETIREMENT LEAVE

Employees who commence employment on or after 1 February 2024 will not be eligible for the retirement leave condition (the Condition) in clauses F6.1 to 6.6.

The Condition is grandparented for staff who were Employees on or before 31 January 2024 as

follows: Employees of the University whose employment has been terminated (by way of resignation, redundancy or the end of a fixed-term contract) between 1 February 2017 to 31 January 2024 will be entitled to the Condition if they re-join the University on or after 1 February 2024 provided that they meet the following criteria (the Criteria):

- The Employee has not previously received the Condition on termination;
- They inform the University that they were previously employed by the University and meet the Criteria.
- For those Employees who are eligible to access the grandparented Condition, continuous service for the calculation of the Condition will start from the date at which they recommenced employment at the University.

F6.1 Only Employees who elect to retire under the provisions of clause G5 will be entitled to receive the following benefit:

- (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 F4.7. As an exception to F6.1, Employees retiring on medical grounds, before they are eligible to receive government funded superannuation, may also be entitled to Retirement Leave.

F6.2 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.

F6.3 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.

F6.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.

F6.5 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.

F6.6 Grant in Lieu of Retiring Leave

F6.6.1 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.

F6.6.2 On the death of an Employee, the Employer may approve the payment of a cash grant in lieu of retirement leave to the surviving partner or if there is no surviving partner to any dependent.

F7 PARENTAL LEAVE

F7.1 The University recognises and affirms the importance of whānau by providing an inclusive parental leave policy to support parents in line with the Parental Leave and Employment Protection Act 1987.

F7.2 University Paid Parental Leave is administered in accordance with the [University's Parental Leave Policy](#).

F7.3 Staff members may apply for up to nine weeks of University Paid Parental leave if they meet the criteria in the Parental Leave Policy.

F7.4 University Paid Parental Leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

F8 LONG SERVICE LEAVE

- F8.1 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.
- F8.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.
- F8.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

F9 CREDITING OF PREVIOUS SERVICE

- F9.1 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).
- F9.2 Decisions shall have regard to:
- (i) the relevance of the service;
 - (ii) recruitment and retention experiences.

F10 JURY SERVICE LEAVE

- F10.1 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.

F11 BEREAVEMENT/TANGIHANGA LEAVE

- F11.1 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.

Bereavement leave is also available where the Employee suffers a miscarriage or stillbirth, or where the Employee's partner or former partner (if the Employee was the biological parent) has a miscarriage or stillbirth, or where the Employee or the Employee's partner would have been the primary carer had it not been for the miscarriage or stillbirth.

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.

- F11.2 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.
- F11.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

F11.4 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.

F12 STUDY LEAVE

F12.1 Provision of Study Leave is at the discretion of the Employer.

F12.2 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 F13.3 and F13.4.

F12.3 An Employee who has been granted study leave under the provisions of F13.2, 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 Waipapa Taumata Rau | University of Auckland). Other fees and purchase of notes, books and instruments will remain the responsibility of the Employee.

F12.4 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.

F12.5 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.

F12.6 The granting of study leave each year shall be subject to the Employee's satisfactory progress in his/her work and studies.

F12.7 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.

F13 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.

F14 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.

F15 ACCIDENT LEAVE

F15.1 Accident leave is granted in terms of Accident Compensation Act 2001.

F15.2 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.

F15.3 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.

F16 FAMILY VIOLENCE LEAVE

F16.1 The University supports staff who are affected by family violence. Family violence is defined in the Family Violence Act 2018.

F16.2 From their commencement of employment, all Employees are eligible for 10 days' family violence leave per year as per the Family Violence Policy and Guidelines [[link](#)]. Staff may take family violence leave to:

- a. Attend medical appointments and counselling
- b. Attend legal proceedings
- c. Seek safe housing

- d. Visit legal advisors or support agencies, for re-housing or re-organising childcare or for other relevant appointments
- e. Attend to other matters resulting from family violence.

F16.3 A member affected by family violence may choose to disclose this to their manager/team leader, union delegate, HR or others. The Employer will maintain strict confidentiality over any relevant information.

F16.4 Affected staff are encouraged where needed to access a tailored safety plan. For more information see the Campus Personal Safety Planning guide [[link](#)].

SECTION G: GENERAL PROVISIONS

G1 HEALTH, SAFETY AND WELLBEING

G1.1 The University believes that the health, safety and wellbeing of all members of the University community is one of its highest priorities. The University is committed to the highest standards of health, safety and wellbeing through continual improvement and the control of risk whilst ensuring the continued delivery of world-class 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](#).

G1.2 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](#).

G1.4 OCCUPATIONAL OVERUSE SYNDROME (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 team will provide current information to employees to minimise risks of OOS.

G1.5 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.

G2 RELEASE OF INFORMATION

G2.1 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](#).

G2.2 The Employee shall not disclose or share personal information pertaining to either staff or students or other information covered by the provisions of the Privacy Act 2020 or the Official Information Act 1982.

G2.3 Employees shall ensure that they do not comment on behalf of the University unless it is required as part of their agreed duties, or they have first obtained the approval of the Registrar through the appropriate Dean, Academic Head or Manager. Nothing in this clause overrides the provisions of the Education and Training Act 2020 or the Employment Relations Act 2000.

G3 PAYMENT OF SALARIES

G3.1 Direct Credit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.

G3.2 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.

G5 DEDUCTIONS

G5.1 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 the Employee for a debt lawfully owed to the University.

G5.2 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.

- G5.3 The Employee will be consulted before any deductions are made from pay.
- G5.4 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.

G6 DISCIPLINARY PRINCIPLES

Disciplinary process shall be undertaken in accordance with the [Disciplinary Procedures for Professional Staff](#) and the principles of procedural fairness and good faith.

G6.1 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 their 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.

G6.2 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.

G6.3 Definitions

"Misconduct" means

- a) 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
- b) 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
- c) The failure to maintain adequate standards of performance.

"Serious Misconduct" means

- a) 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.

G6.4 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.

Disciplinary processes shall be undertaken in accordance with the Disciplinary Procedures for Professional Staff and the principles of procedural fairness and good faith.

G6.5 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.

G7 EMPLOYMENT RELATIONSHIP PROBLEMS

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

G8 POLICIES

During their employment, Employees must comply with all the University's statutes, guidelines, policies and procedures, which may be amended by the Employer from time to time following

appropriate consultation with and on reasonable notice to Employees. Employees must also comply with the Teaching Council Code of Conduct.

G9 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.

G10 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.

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.

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. For personal grievances relating to sexual harassment, the timeframe within which the grievance must be raised is 12 months.
5. The Employee has the right to seek the support and assistance (e.g. from a family member, lawyer, advocate or union) , 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 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: 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 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 affected Employee(s). 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 B1.5.
- (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 B (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 B (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.
 - (i) Six weeks ordinary pay for the first year (or less) of service to the University.
 - (ii) 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.
- (l) 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:
 - (i) on conditions that are the same as or no less favourable than the existing conditions; and
 - (ii) 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) 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.