



EARLY CHILDHOOD EDUCATORS COLLECTIVE AGREEMENT

10 October 2024 – 9 October 2027

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TABLE OF CONTENTS

SECTION A:	GENERAL	4
A1	TERM	4
SECTION B:	COVERAGE OF THE AGREEMENT	4
B1	COVERAGE	4
B2	VARIATIONS	4
SECTION C:	TERMS OF EMPLOYMENT	4
C1	CATEGORIES OF EMPLOYEE	4
C2	FIXED TERM AGREEMENTS	5
C3	ABANDONMENT OF EMPLOYMENT	5
C4	TERMINATION OF EMPLOYMENT	5
C5	SUPERANNUATION/KIWISAVER	5
C6	TRANSFERS	5
SECTION D:	HOURS OF WORK	6
D1	HOURS OF WORK	6
D2	OVERTIME	6
D3	SATURDAY/SUNDAY ALLOWANCE	7
D4	REQUIRED TRAINING	7
D5	CALL BACKS	7
D6	KAIAKO RELEASE TIME	8
SECTION E:	REMUNERATION	10
E1	SALARIES AND WAGES	10
SECTION F:	ALLOWANCES	13
F1	HIGHER DUTIES ALLOWANCE	13
F2	TE REO ALLOWANCE	13
F3	CLOTHING ALLOWANCE	13
F4	MORNING, LUNCH AND AFTERNOON TEA	13
F5	TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND	13
F6	TRANSPORT	13
SECTION G:	HOLIDAYS AND LEAVE	14
G1	PUBLIC HOLIDAYS	14
G2	ANNUAL LEAVE ENTITLEMENT	14
G3	HOLIDAYS FALLING DURING LEAVE OR TIME OFF	15
G4	SICK LEAVE	15
G5	RETIREMENT	16
G6	RETIREMENT LEAVE	16
G7	PARENTAL LEAVE	17
G8	LONG SERVICE LEAVE	19
G9	CREDITING OF PREVIOUS SERVICE	19
G10	JURY SERVICE LEAVE	19
G11	BEREAVEMENT/TANGIHANGA LEAVE	19
G12	STUDY LEAVE	20
G13	TUITION FEES	20
G15	ACCIDENT LEAVE	20
G16	FAMILY VIOLENCE LEAVE	22
SECTION H:	GENERAL PROVISIONS	22

H1	HEALTH, SAFETY AND WELLBEING	22
H2	RELEASE OF INFORMATION	22
H3	PAYMENT OF SALARIES.....	22
H4	DEDUCTIONS.....	22
H5	DISCIPLINARY PRINCIPLES.....	23
H6	EMPLOYMENT RELATIONSHIP PROBLEMS	24
H7	UNION MEETINGS	24
H8	RIGHT OF ACCESS	24
H9	REPRESENTATIVES EDUCATION LEAVE	24
H10	POLICIES.....	24
H11	CONFIDENTIALITY	24
H12	INDEMNIFICATION.....	24
SCHEDULE A: SCHEDULE OF SIGNATORIES.....		25
APPENDIX A: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS		26
APPENDIX B: DISCIPLINE PROCEDURES		27
APPENDIX C: REDUNDANCY PROVISIONS		30

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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 2024 to 9 October 2027.

SECTION B: COVERAGE OF THE AGREEMENT

B1 COVERAGE

B1.1 The parties to this agreement are the Vice Chancellor of Waipapa Taumata Rau | 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 tamariki | children in a childcare centre or kōhanga reo (Certified Kaiako/Early Childhood Educator and Uncertified and/or In-training Kaiako)
- (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)

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 Certified Kaiako / Early Childhood Educators and others employed covered 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 Full-time Employees

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

C1.2 Part-time Employees

A 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 (see Fixed-term agreements C2 below).

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 FIXED TERM AGREEMENTS

C2.1 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; or
- other similar requirements.

C2.2 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.

C3 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.

C4 TERMINATION OF EMPLOYMENT

C4.1 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.

C4.2 Each Employee upon termination shall on request be provided with a certificate of service within a reasonable period.

C4.3 Where redundancy is proposed, the provisions of Appendix C shall apply.

C5 SUPERANNUATION/KIWISAVER

C5.1 University Employees may belong to Unisaver in accordance with the provisions of that scheme.

C5.2 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.

C6 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/kōhanga reo involved before reaching agreement. These requirements do not apply to casual Employees who have no usual place of work.

SECTION D: HOURS OF WORK

D1 HOURS OF WORK

- D1.1 The University recognises the importance of maintaining a work-life balance.
- a. For a full-time Employee 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 Employee 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.
- 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 Each centre/ 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 Employee 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 Employee absences and to ensure effective utilisation of resources. Employees will consider all requests in good faith.
- D1.4 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.
- D1.5 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.
- D1.6 In special circumstances an Employee may be required temporarily to vary starting and/or finishing times.
- D1.7 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 /kōhanga reo and, if so, the Employee will be re- directed to that centre /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 G4.9 applies.

D2 OVERTIME

- D2.1 These provisions apply to all Employees who, with the prior authorisation of the Employer, work in excess of their 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 2080.

D3 SATURDAY/SUNDAY ALLOWANCE

D3.1 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 D3.2 below will only apply where such approval has been given.

D3.2 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

D3.3 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.

D4 REQUIRED TRAINING

Notwithstanding clauses D2 and D3, 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/kōhanga reo 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.

Attendance at Staff Meetings (including for professional development purposes) is not covered by the above. Refer to Staff Meetings clause – D8.

D5 CALL BACKS

D5.1 Where an Employee is required by the Employer to attend the University after the Employee has completed their 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 their 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 (D8) 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 their 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 their own vehicle.

D6 KAIAKO RELEASE TIME

- D6.1 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.
- D6.2 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.
- D6.3 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.
- D6.4 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.
- D6.5 Kaiako who are employed as Assistant Centre leaders (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 or Assistant Centre Leader, they will be provided with additional release time as appropriate and by agreement with the Centre Leader and Assistant Centre Leader.
- D6.6 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.

D7 PROFESSIONAL TIME

- D7.1 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.
- D7.2 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.
- D7.3 Two Kaiako-only days per year (16 hours) will be designated by the Employer.
- D7.4 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.
- D7.5 Where staff are required to attend professional development activities which run for 2 hours or more and are held outside of ordinary weekday operating hours, a light meal will be provided for all staff in attendance. Where any required professional development activities occur in the weekend a light meal will be provided where they run over a usual meal time.

D8 STAFF MEETINGS

- D.8.1 At the start of each year a schedule of no less than ten staff meetings will be set at each Centre/Kohanga. This will be visible for Kaiako and recorded on the annual management plan or calendar for that Centre/Kōhanga Reo.

- D8.2 Uncertified or in training Employees 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.
- D8.3 Assistant Centre Leaders and 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.
- D8.4 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.
- D8.5 A light meal will be provided for all Employees in attendance at the staff meeting.

SECTION E: REMUNERATION

E1 SALARIES AND WAGES

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

- (a) An early childhood or primary teaching qualification recognised by the Teaching Council of Aotearoa New Zealand for certification purposes; and
- (b) A current practicing certificate issued by the Teaching Council of Aotearoa New Zealand including 'full', 'provisional' and 'subject to confirmation' certification.

E1.1 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.

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

E1.2 Certified Permanent Kaiako rates

The scale at **Table 1** will apply for certified Kaiako/ECE Educators.

Table 1:

Certified Kaiako/ ECE Educator Pay Parity Steps	Qualification Group Notations	From 21 February 2025		From 1 February 2026		From 1 February 2027	
		Per annum	Per hour	Per annum	Per hour	Per annum	Per hour
Step 1	P1E, P2E, P3E	\$59,366	\$28.46	\$60,701	\$29.10	\$61,794	\$29.63
Step 2		\$61,628	\$29.55	\$63,015	\$30.21	\$64,149	\$30.76
Step 3	P3+E	\$64,116	\$30.74	\$65,559	\$31.43	\$66,739	\$32.00
Step 4	P4E	\$66,378	\$31.82	\$67,871	\$32.54	\$69,093	\$33.13
Step 5	P5E	\$70,167	\$33.64	\$71,570	\$34.31	\$72,858	\$34.93
Step 6		\$74,025	\$35.49	\$75,506	\$36.20	\$76,865	\$36.85
Step 7		\$78,549	\$37.66	\$80,120	\$38.41	\$81,562	\$39.11
Step 8		\$84,013	\$40.28	\$85,693	\$41.09	\$87,236	\$41.83
Step 9		\$88,492	\$42.43	\$90,262	\$43.28	\$91,887	\$44.06
Step 10	P1M, P2M, P3M	\$94,940	\$45.52	\$96,839	\$46.43	\$98,582	\$47.27
Step 11	P3+M, P4M, P5M	\$99,725	\$47.81	\$101,719	\$48.77	\$103,550	\$49.65

During the term of this agreement, if the Ministry of Education framework pay parity rates are increased, above the rates set out in Table 1, permanent certified employees' pay rates will be increased in line with the University's attested framework.

Progression through the Pay Parity Steps (Table 1):

Advancement to the next step in the Permanent Certified Kaiako/ECE Educator Pay Parity Steps shall occur in line with the Full Pay Parity Framework. 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.

E1.3 Permanent uncertified (including in-training) rates

Table 2:

	From 21 February 2025		From 1 February 2026		From 1 February 2027	
	Per annum	Per hour	Per annum	Per hour	Per annum	Per hour
Step 1	\$52,351	\$25.10	\$53,519	\$25.66	\$54,500	\$26.13
Step 2	\$55,063	\$26.40	\$56,293	\$26.99	\$57,315	\$27.48
Step 3 – Year 1	\$55,793	\$26.75	\$57,044	\$27.35	\$58,066	\$27.84
Step 4 – Year 2	\$56,106	\$26.90	\$57,378	\$27.51	\$58,400	\$28.00
Step 5 – Year 3	\$56,523	\$27.10	\$57,795	\$27.71	\$58,838	\$28.21

Transition to Table 2 scale:

On 21 February 2025, Kaiako in training will move to the relevant step based on their level of study. Employees not in training will move onto their current step i.e. step 1 or 2 on above scale.

Progression through Table 2:

- Employees in training will progress to the next in-training step when they provide evidence of study completed and progression to the next year of study. If an employee is no longer actively engaged in training, they will revert to Step 2 on Table 2.
- Employees who are not in-training can progress no further than Step 2 on Table 2. Where they work over 24 hours per week and 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 Permanent Uncertified Kaiako not in training will be paid as per Step 1.

E1.4 All salaries in Tables 1 and 2 above apply to Employees whose ordinary full-time hours are 40 hours per week. Salaries are pro-rated for part-time Employees.

E1.5 Assistant Centre Leaders

- All Assistant Centre Leaders will be paid in accordance with Table 1 and their step placement will be the step that aligns with their Full Pay Parity Assessment.
- In addition, Assistant Centre Leaders will be paid a leadership allowance per annum as follows:
 - \$5,000 to \$6,000 gross per annum where the Assistant Centre Leaders 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 Leaders is overseeing 6 or more full time equivalent Kaiako (including uncertified Kaiako).

E1.6 Casual and Fixed Term Certified Rates

Certified casual Kaiako employed after 21 February 2025 will enter the table in accordance with the Ministry of Education framework, full pay parity step assessment, capped at Step 8 as follows:

Table 3:

Step	Qualification Group Notations	From 21 February 2025	
		Per Annum	Per Hour
1	P1E, P2E, P3E	\$57,524	\$27.58
2		\$59,714	\$28.63
3	P3+E	\$62,112	\$29.78
4	P4E	\$64,302	\$30.83
5	P5E	\$67,973	\$32.59
6		\$72,061	\$34.55
7		\$76,462	\$36.66
8		\$81,781	\$39.21

During the term of this agreement if Ministry of Education framework pay parity rates are increased, casual or fixed term certified employees' rates will be increased in line with that, capped at Step 8.

Progression through the steps will be based on 2080 hours worked with the University of Auckland ECE Centres.

From 6 March 2025, where a fixed term agreement with a certified employee is entered into for a period of 8 weeks or more, the employee will be entitled to receive an allowance of \$2,000 gross per annum in addition to their hourly rate, provided that they are not already paid at a rate that is higher than the applicable rate in Table 3. This allowance will be pro-rated for the length of the fixed term contract and for part-time hours, where applicable.

E1.7 Casual and Fixed Term Uncertified Rates

Casual and Fixed Term Uncertified employees will be paid at the below 2025 rate from the 21st of February 2025 and progress as per the table below on the 1st of February each subsequent year.

Table 4:

From 21 February 2025		From 1 February 2026		From 1 February 2027	
Per annum	Per hour	Per annum	Per hour	Per annum	Per hour
\$51,100	\$24.50	\$52,122	\$24.99	\$53,060	\$25.44

E1.8 Casual Employees and Holiday Pay

Casual Employees shall be entitled to holiday pay of 8%, in accordance with the requirements of the Holidays Act 2003 and amendments.

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 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.

F3 CLOTHING ALLOWANCE

This clause only applies to those Employees who are on the permanent uncertified and in-training pay scales. A clothing allowance of \$8.00 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
Matariki
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 2003 as amended from time to time. 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.
- (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 Hineteiwaiwa Te Kōhanga Reo, 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 kōhangaof 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.

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 their 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 allow employees to take blocks of at least two weeks annual leave (if requested) in line with the Holidays Act 2003. Staff and managers are encouraged to discuss annual leave plan 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 Permanent and fixed-term Employees are entitled to either sick leave on pay, or sick leave without pay as set out in this clause G4.

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

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 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.
- G4.12 **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.
- G4.13 **An 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.
- G4.14 For the purposes of clauses G4.12 and G4.13 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](#).

G5 RETIREMENT

- G5.1 The Employee shall give to the University not less than 3 months' notice of retirement in writing.
- G5.2 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.
- G5.3 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.

G6 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 G6.1 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.

G6.1 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 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 surviving partner or if there is no surviving partner to any dependant.

G7 PARENTAL LEAVE

G7.1.1 The University recognises and affirms the importance of whānau by providing an inclusive parental leave policy to support parents.

G7.1.2 University Paid Parental Leave is administered in accordance with the University's Parental Leave Policy and Procedures and the Parental Leave and Employment Protection Act 1987.

G7.1.3 Staff members may apply for up to nine weeks of University Paid Parental leave if they meet the criteria in the Parental Leave Policy and Procedures.

G7.1.4 Where both parents or carers are employed at the University, either one person can take the nine weeks of University paid parental leave, or the leave can be shared between the two parents or carers.

G7.1.5 University Paid Parental Leave can be taken in blocks of one week or more to allow more flexibility for eligible parents.

G7.1.6 If both parents or carers are employed at the University, the secondary carer or partner will be eligible for two additional weeks of University paid parental leave, provided they meet the criteria in the Parental Leave Policy and Procedures.

G7.1.7 Any payment is to be based on the percentage rate of employment (FTE) prior to absence on parental leave. However, an Employee who works less than full normal hours for a short period only, prior to parental leave may have their case for full payment considered by the Employer.

G7.1.8 If an Employee intends to go back to work after their parental leave, at least one month's notice in writing is required before returning to work. Note - Usually, an Employee can only go back to work early

if their manager agrees.

G7.1.9 The parental leave application form must be submitted to an Employee's manager at least three months before the date on which they wish to commence parental leave and must be accompanied by documentation confirming the expected delivery date, adoption, or formal care arrangement, signed by an appropriate healthcare or social services provider. Special and medical circumstances will be taken into account.

G7.2 **Government Parental Leave**

G7.2.1 An Employee is also entitled to government parental leave when they meet one of the following primary carer or co-carer criteria:

- (i) Are pregnant;
- (ii) Are a parent of a child under one; or
- (iii) Have new permanent primary responsibility for a child under six and be any of the following:
 - a parent or adoptive parent.
 - a Home for Life parent.
 - a matua whāngai (whāngai carer).
 - a grandparent with full-time care.
 - a permanent guardian.

G7.2.2 Government paid parental leave of 26 continuous weeks is available for primary carers. This is paid by the Inland Revenue Department. Employees need to have worked an average of 10 hours a week in at least 26 of the weeks in the year before the due date or the date the child comes into the Employees' care. Government paid parental leave can be started up to six weeks before the expected date of the child's arrival, or earlier in certain cases.

G7.2.3 If an Employee has completed one year's continuous service prior to the expected date of a child's arrival, they are entitled to a further 26 weeks unpaid leave (for a total of up to 52 weeks primary carers leave).

G7.2.4 If more than one parent or carer is employed by the University, either Employee can take government leave or the leave can be shared between them.

G7.2.5 This length of primary carers leave shall be the same whether one or more children are born or enter primary care at the same time.

G7.2.6 An Employee is also entitled, before taking parental leave, to take a total of up to ten days special leave without pay for reasons connected with the anticipated arrival or adoption of a child.

G7.2.7 Partners and co-carers may also be eligible for two weeks of Government unpaid partner's leave, in addition to University Paid Parental Leave.

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 they had at the time of commencing parental leave. If the Employee's position is one that needs to be permanently filled ("key position"), or a redundancy occurs while they are on parental leave, G7.3.3 will apply.

G7.3.2 A similar position means a position:

- at the equivalent salary and grading; and
- on the same campus; and
- involving responsibilities broadly comparable to those exercised in their previous position.

G7.3.3 If the role is a key position or in the case of a redundancy, the Employee will be entitled to a 26 week "period of preference" at the end of the parental leave. During the period of preference when the Employee indicates their intention to return to work, the Employer shall provide a written offer for either;

- (ii) the same position (if it is vacant at that time) or for a similar position to the one they occupied before commencing parental leave subject to availability; or
- (iii) an extension of unpaid parental leave up to 12 months to provide additional opportunities for either the Employee's previous position or a similar position becoming available.

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 Employees returning from a period of parental leave

G7.5.1 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.

G7.5.2 For entitlements available to Employees, refer to the Flexible Work policy and procedures and the Equity policies, procedures and guidelines.

G8 LONG SERVICE LEAVE

G8.1 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.

G8.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G8.3 Entitlement to long service leave shall not affect any retirement leave eligibility, or retirement grant payable under this agreement.

G9 CREDITING OF PREVIOUS SERVICE

G9.1 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).

G9.2 Decisions shall have regard to:
(i) the relevance of the service;
(ii) recruitment and retention experiences.

G10 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.

G11 BEREAVEMENT/TANGIHANGA LEAVE

G11.1 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.

G11.2 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.

G11.3 If paid bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

G11.4 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.

G12 STUDY LEAVE

G12.1 Provision of Study Leave is at the discretion of the Employer.

G12.2 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.

G12.3 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 Waipapa Taumata Rau | University of Auckland). Other fees and purchase of notes, books and instruments will remain the responsibility of the Employee.

G12.4 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.

G12.5 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.

G12.6 The granting of study leave each year shall be subject to the Employee's satisfactory progress in their work and studies.

G12.7 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.

G13 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.

G14 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.

G15 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.

G16 FAMILY VIOLENCE LEAVE

G16.1 The University supports staff who are affected by family violence. Family violence is defined in the Family Violence Act 2018.

- G16.2 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.
- G16.3 A member affected by family violence may choose to disclose this to their manager/team leader, union delegate, HR or others. The Employer and union representatives will maintain strict confidentiality over any relevant information.
- G16.4 Affected staff are encouraged where needed to access a tailored safety plan. For more information see the Campus Personal Safety Planning guide [[link](#)].

SECTION 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 Occupational Overuse Syndrome

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](#).

H2.1 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.

H2.2 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.

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 Employee's 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 their 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 Where issues of conduct or competence arise which give rise to mandatory reporting obligations under the Education and Training Act 2020 (or any amended or updated legislation), the Employer will make a report to the Teaching Council in addition to following the disciplinary processes set out in this agreement.

H5.4 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.

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.

- H5.5 **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 H7.1 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 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 NZEI and Employees. Employees must also comply with the Teaching Council Code of Conduct.
- 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 their employment, provided that this indemnity shall not be available to an Employee who willfully causes loss or damage or fails to act in good faith.

SCHEDULE A: SCHEDULE OF SIGNATORIES

The following are parties to Waipapa Taumata Rau | The University of Auckland Early Childhood Educators Collective Agreement.

Signed on behalf of
Vice Chancellor of Waipapa Taumata Rau | The University of Auckland:



.....
Stefanie Boyer, Associate Director, HR Advisory
Date: 19 December 2024

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



.....
Date: 20/12/2024 Kristen Stevenson

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 their 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 their 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 of their 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 their 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

WAIPAPA TAUMATA RAU | 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 acts 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 their 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 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 Teaching Council of Aotearoa New Zealand 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

NOTE: Nothing in this Appendix applies to casual employees as defined in clause C1.4.

1. 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 and the affected Employee(s).
2. 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. 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.
3. 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.
4. Employees shall receive two months' notice of the termination of their employment by reason of redundancy as specified in this agreement, or such shorter or longer period as may be agreed between the Employee and the University. Employees shall have the option to work out their notice where that is practicable.
5. Employees who have been given notice of redundancy will within the period of notice be given reasonable time, on full pay, 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.

Employment Protection Provisions:

6. This clause shall apply in the event of restructuring of the Employer's business (as defined in Section 690I of the Employment Relations Act 2000) 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.
7. In the event a restructuring will affect Employees, 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 affected Employee.
8. 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.
9. 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 an Employee ongoing employment and on what terms and conditions, will ultimately be the decision of that Other Party.
10. Where the Other Party decides to offer affected Employees employment, the following options may be offered:
 - i. The Other Party offers the Employee employment on terms and conditions which are the same as or no less favourable than their existing terms and conditions. The Employee may accept this offer to transfer to the Other Party or they may decline the offer. Whether the employee accepts or declines the offer, they will not be entitled to any redundancy compensation from the University.
 - ii. The Other Party offers the Employee employment, but the offer is on terms and conditions that are less favourable:
 - If the employee accepts the offer, the employee will not be entitled to any redundancy compensation from the University. However, the Employee has the right, with support from their union, to negotiate with the University over the terms and conditions which might apply to the

termination of their employment with the University and acceptance of the offer from the Other Party.

- If the Employee declines the offer and no suitable alternative position exists, they will be entitled to redundancy compensation as set out below.
- iii. If the Employee is not offered employment by the Other Party, then the University will consult with the Employee regarding whether there are any substantially similar alternative positions available. If none can be identified or offered to the employee, then they will be entitled to notice and redundancy compensation as set out in this Appendix.

Redeployment:

11. The conditions under which Employees may be redeployed to alternative duties within the University are as follows:
- i. Employees may be redeployed 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 following the date of their redundancy to preserve the salary of the Employee in the old position at the time of redeployment.
 - iii. The equalisation allowance will be paid as an on-going allowance for two years and at a rate 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.
12. Employees who are offered a position in the University which by mutual agreement is comparable to their existing position, noting that such agreement is not to be unreasonably withheld, and who decline appointment, will not be eligible for redundancy compensation.
13. 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 time they were initially redeployed.
14. 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 employment agreement 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 12 months 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:

15. 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.
 - iii. The maximum severance payment under this clause shall be 40 weeks ordinary pay.
16. Annual leave and Long Service Leave due shall be paid in addition to the above payment.
17. 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.