



COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

09 November 2021 – 08 November 2023

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1. APPLICATION AND COVERAGE OF THE COLLECTIVE AGREEMENT

This Agreement is made pursuant to the Employment Relations Act 2000 and shall be binding on the parties to it.

1.1 Parties

The respective parties to this Agreement are:

- a) Te Rito Maioha Early Childhood New Zealand (hereinafter referred to as the employer); and
- b) Tertiary Education Union - Te Hautū Kahurangi o Aotearoa (TEU) (hereinafter referred to as the union).

1.2 Coverage

1.2.1 This agreement will cover all permanent and fixed term employees who are members of TEU and who are employed in teaching, assessment, curriculum/programme development, research, teaching related administration, professional development delivery, or programme delivery.

1.3 Application of Agreement

1.3.1 When a person is appointed to a position where the work to be done comes within the coverage clause of this Agreement the employer will:

- (a) inform the employee that this Agreement exists and covers the work to be done by the employee; and
- (b) give the employee a copy of the Agreement; and
- (c) inform the employee that they may join TEU, which is a party to this Agreement. Give to the employee an application form to join TEU; and
- (d) inform the employee how to contact TEU; and
- (e) Provide information to TEU about the new employee in accordance with s.62A of the Employment Relations act unless the new employee objects to the employer doing so.

1.3.2 If required by law during the first 30 days of employment, the terms and conditions will be the terms and conditions in this Agreement,



and any additional terms and conditions mutually agreed which are not inconsistent with this Agreement.

- 1.3.3 If the employee agrees, the employer will inform TEU within five working days that the employee has accepted employment with the employer.

1.4 Variation of Agreement

- 1.4.1 The parties agree that the terms and conditions contained within this Agreement may be varied at any time by written agreement between the employer and the union.
- 1.4.2 The union shall only agree in writing to any variation which has the support of the majority of employees who:
- (a) are present at the meetings which the union shall call for the purposes of voting on that variation; or
 - (b) take part in a ballot held by the union on that variation.

1.5 Recognition of Union Authority

The Employer recognises TEU as the union for all employees who are covered by this Agreement. The employer recognises that the union is a legitimate and important stakeholder which represents union members and has rights and interests in decisions affecting members' work and employment.

1.6 Inadvertent Omission

Should there be any inadvertent omissions in this Agreement, the parties agree that the parties covered will not be disadvantaged by such omissions.



2. CLASSIFICATION OF EMPLOYEES

2.1 Fulltime

A fulltime employee is one who is employed on an ongoing basis for 37.5 hours per week.

2.2 Part-time

A part-time employee is one who is employed on an ongoing basis for less than 37.5 hours per week.

- (b) Part-time employees are entitled to the same terms of employment as fulltime employees on a pro rata basis.

2.3 Programme Delivery

Programme delivery encompasses all modes of teaching delivery, including kanohi ki te kanohi and online delivery, lecturing and facilitation and is carried out by academic staff who have teaching responsibilities as their substantive role.



3. SALARIES

3.1 Salary Ranges

3.1.1 Lecturer I Pouako Salary Range with effect 1 January 2022:

Minimum 70,265

Bar 84,990

Maximum 87,550

Lecturer I Pouako Salary Range with effect 1 January 2023:

Minimum 72,020

Bar 87,115

Maximum 89,740

Movement beyond the bar requires the employee to hold a postgraduate diploma or equivalent qualification.

3.1.2 Senior Lecturer I Pouako Salary Range with effect 1 January 2022:

Minimum 84,990

Bar 93,950

Maximum 97,792

Senior Lecturer I Pouako Salary Range with effect 1 January 2023:

Minimum 87,115

Bar 96,300

Maximum 100,237

Movement beyond the bar is subject to the following criteria:

- Substantive progress in a programme of Doctoral study
- Teaching and research
- Professional standing
- Academic and professional leadership

The salaries quoted are paid per annum and pro-rata for proportional positions.

3.1.3 Regional Education Leader I Kaiārahi Maturanga ā-Rohe Salary Range with effect 1 January 2022:

Minimum 88,477

Maximum 100,765

Regional Education Leader I Kaiārahi Maturanga ā-Rohe Salary Range with effect 1 January 2023:

Minimum 90,690

Maximum 103,285



- 3.1.4 Programme Leader I Kaiarahi Hōtaka salary range with effect 1 January 2022.

Appointment to these roles will be at the following salary range:

Minimum 87,170

Maximum 99,277

Programme Leader I Kaiarahi Hōtaka salary range with effect 1 January 2023.

Appointment to these roles will be at the following salary range:

Minimum 89,350

Maximum 101,760

- 3.1.5 All employees' base salaries will increase by 3% with effect from 1 January 2022 and

All employees' base salaries will increase by 2.5% with effect from 1 January 2023.

3.2 Criteria for Placement on Salary Range

- 3.2.1 When initially appointed the employee will be placed in the salary range at the discretion of the employer after taking into account the following factors:

- (a) Relevant qualifications in the following order:
 - i. Initial degree
 - ii. Post Graduate qualifications (including degree with honours)
 - iii. Masters qualification or above
- (b) Mātauranga Māori me te reo Māori
- (c) Relevant previous experience
- (d) Fluency in Te Reo Māori
- (e) Recruitment Issues
- (f) Equity with other staff with similar qualifications and experience
- (g) The Organisation's ability to pay.

- 3.2.2 Each employee has the right to apply for a review of their position on the salary range.



3.3 Salary Reviews

Subject to sub clause 3.3.5 the following salary reviews shall apply:

- 3.3.1 Salary increases of 2.0% per annum shall be applied annually on the anniversary of appointment, up to the bar.
- 3.3.2 For employees who have reached the bar, once the requirements to move beyond the bar are met the employee shall move 2.0%, and thereafter move 2.0% on the anniversary of the movement beyond the bar, subject to 3.3.5.
- 3.3.3 Salary increases for higher qualifications relevant to the employee's position may be granted on application after sighting of the appropriate documentation, subject to clause 3.3.5 This salary increment will be:
 - (a) 1.0% upon completion of a postgraduate diploma or equivalent qualification;
 - (b) a further 2.0% upon completion of the Masters qualification; and
 - (c) 3.0% on completion of a PhD.
- 3.3.4 Upon promotion to Senior Lecturer I Pouako the employee shall move to the minimum of the Senior Lecturer I Pouako scale or receive a 2.0% increase to their personal salary, whichever is greater.
- 3.3.5 The parties agree that once the employee reaches the top of the range, no further increases will apply.

3.4 Regional Education Leaders I Kaiārahi Matauranga ā-Rohe

- 3.4.1 Regional Education Leaders have a professional management role at Regional Education Centres and are responsible for the leadership of staff and Regional Education Centre operations to ensure a high quality learning experience for students.
- 3.4.2 Employees appointed as Regional Education Leader will receive a workload allocation according to the employer's workload framework policy.

3.5 Pouako



- 3.5.1 Consistent with its commitment to Te Tiriti o Waitangi the Organisation actively recruits teaching staff with the ability to teach and provide leadership in mātauranga Māori me te reo Māori at teaching Regional Education Centre's I Te takiwā ako. Such staff will be identified as Pouako.
- 3.5.2 Pouako will receive an annual allowance in recognition of their cultural leadership of \$1,660.
- 3.5.3 Workload to support Regional Education Centre's I Te takiwā ako cultural leadership will be allocated according to the employer's workload framework policy.

3.6 Roles with special responsibilities

Where the employer creates roles in the Organisation which are in addition to a substantive position of employment, they shall notify TEU of such roles, and consult on the nature of the role, any effects on the role for other employees, and the requisite time and monetary allowances tagged to any roles. Such roles will subsequently be internally notified to all staff, and a transparent process of secondment shall take place, having due regard to the principles of equal employment opportunities.

An employee who is seconded to a role with special responsibilities which is in addition to their substantive position of employment will receive a time (within the workload framework policy) and monetary allowance. Such allowances may be pro-rated where two employees job share the role.

Should the incumbents in these roles no longer carry out the roles and responsibilities of the position, they will revert to their normal substantive role and salary, taking into account any negotiated annual salary increases that have occurred through negotiation during that tenure period.

3.7 Curriculum Advisors | Kaitohutohu Marautanga

- 3.7.1 Curriculum Advisors are cultural or subject specialists who provide advice and support to Academic staff across the Organisation's programmes.
- 3.7.2 Academic staff appointed to the non-substantive role of Curriculum Advisor will receive an allowance of \$1,760 per annum in recognition of the additional duties undertaken for the three years of the fixed term appointment.
- 3.7.3 The workload framework will take into account the additional responsibilities of those academic staff members seconded to the role of curriculum advisor.



3.8 Course Leader | Kaiārahi Marautanga

- 3.8.1 Course Leader | Kaiārahi Marautanga assist the Programme Leaders | Kaiārahi Hōtaka and Academic Leaders | Kaitiaki Hōtaka to maintain the currency, relevance, and bicultural kaupapa of the degree courses and support to staff delivering the programme.
- 3.8.2 Appointment to these roles will be within the employee's substantive salary range, plus an allowance of up to \$2,010.00 per annum for the three years of the fixed term appointment.
- 3.8.3 The workload framework will take into account the additional responsibilities of those academic staff members seconded to the role of Course Leader | Kaiārahi Marautanga.
- 3.8.4 These roles are for a fixed term period of three years. Should the incumbents in these roles no longer carry out the roles and responsibilities of the position, they will revert to their normal substantive role and salary, taking into account any negotiated annual salary increases that have occurred through negotiation during that tenure period.

3.9 Payment of Salaries

- 3.9.1 Salaries shall be paid every two weeks retrospectively by direct credit to a bank account nominated by the employee. Employees shall be notified if there are any changes to the amount being paid.
- 3.9.2 Employees can print a pay slip at any time from the Jadedstar self-service module.

3.10 Higher Duties Allowance

When acting up the employer recognises that academic staff have an opportunity to build their own professional capability and competence.

An academic staff member who acts in a higher position will be paid a higher duties allowance, should they perform the extra duties and undertake the responsibilities and activities of the higher position. The higher duties allowance will recognise the agreed extent of the responsibilities and activities being performed by the employee and the rate will be negotiated between the employer and the academic staff member.

Refer to the HDA policy.



3.11 Promotions

- 3.11.1 Employees may apply to become a Senior Lecturer I Pouako at least one month prior to the annual meeting of the Staff Promotions Committee. A Senior Lecturer I Pouako will demonstrate a higher level of teaching performance, make a greater contribution to the advancement of the discipline through scholarship and research and will actively contribute to the academic and professional leadership of the Organisation. To be eligible for a promotion a lecturer or pouako will need to provide evidence that they meet the criteria under each of the following categories noted below, and in addition, will need to include a recommendation from a manager or a colleague who is able to attest to the academic contributions which the applicant makes to the Organisation.

Senior Lecturers I Pouako may be appointed at the time of recruitment. They will be required to demonstrate the criteria under each of the categories as noted below.

- 3.11.2 Applications for promotion including the provision of all supporting material are the absolute responsibility of applicants. Academic staff must ensure they have read all requirements under the promotions policy, application form and guidelines for promotion.

Ngā Whakaakoranga Hiringa Whakaakoranga, tikanga aromatawai, te whanaketanga o te marau: Tertiary Teaching

All Lecturers and Pouako are expected to show commitment to Te Tiriti o Waitangi and to be competent tertiary teachers who use a range of teaching methods to support student achievement.

Lecturers and Pouako seeking promotion will need to provide relevant evidence of all the following criteria:

- a) Critical, thoughtful and reflective teaching practice which enhances the learning experience and outcomes for students.
- b) Innovative and creative practice which provides exemplars for others. Examples could include but are not limited to:
 - Use voice files, video and text
 - Share own ideas and ensure that own expertise/identities as Lecturer I Pouako is recognised and valued.

Te Rangahau me te Mōhiotanga: Research, Publications and Scholarship

All teaching staff are expected to undertake research, publications and scholarship.

Senior Pouako and Senior Lecturers will have a minimum of a Masters qualification in their discipline and will be active knowledge producers in a way that enhances the work and reputation of the Organisation, strengthens their professional identity and contributes to their community and/or whānau, hapū, iwi.

Lecturers and Pouako seeking promotion will provide evidence of all of the following criteria:

- a) Active and on-going research investigation in relevant area or discipline and;
- b) Recent and on-going peer reviewed research outputs/findings disseminated and,
- c) Recent and on-going publications in relevant discipline or based on research completed.

Te Whakaritenga Mahi me te Āwhinatanga: Service and Contribution

All teaching staff are expected to follow the Organisation's To Tātou Oati Pūmanawa Tangata Values and Behaviours and to take full part in its corporate and community activities.

Senior Pouako and Senior Lecturers are expected to make a higher level of contribution within and/or beyond the organisation, reflecting their greater professional knowledge and experience. Lecturers and Pouako seeking promotions will need to provide evidence of at least three of the following criteria:

- a) Recent and sustained mentoring of colleagues and/or contribution to colleagues' professional learning through frameworks such as tuakana/teina and ako;
- b) Professional or academic oversight of courses, papers or curriculum strands;
- c) Significant contribution to programme development and review;
- d) Significant contribution to committees and working groups;
- e) Significant external advisory work including whānau, hapū, iwi development related to educational professional expertise;
- f) Active and sustained contribution to professional and/or iwi networks.

3.11.3 The Promotions Committee will include two academic staff observers to be endorsed through TEU processes. Their role is purely to



observe and not to take part in any discussions. These staff members will also be bound by the terms of reference of the Promotions Committee.

- 3.11.4 The parties agree that promotion to senior lecturer I pouako is recognition of the skills and experience which a lecturer I pouako brings to the Organisation. The variety of work undertaken by a senior lecturer I pouako may be broader however the amount of work to be undertaken will not exceed workload policy parameters.
- 3.11.5 In the event that an applicant is unsuccessful for promotion, they may appeal that decision. Appeals are made directly to the Chief Executive in writing within two weeks' from when the applicant is advised their application for promotion has been unsuccessful. The Chief Executive and Pouhere Kaupapa Māori will meet kanohi ki te kanohi with the appellant and any support people the appellant chooses to have at a hui held for the purposes of hearing evidence and reconsidering the application. After thorough consideration, the Chief Executive and Pouhere Kaupapa Māori will make a decision, which will be final.



4. PAYMENT AND REIMBURSEMENT OF EXPENSES

4.1 Mileage

Employees using their own car for travel relating to their work shall be reimbursed in accordance with the IRD mileage rates, which shall be published by the employer from time to time.

4.2 Travel between home and work

Travel between home and usual place of work is the responsibility of the employee. When visiting a Centre or other location relating to work e.g airport, the employee will be reimbursed mileage at the rate above for the distance between the Centre, or other location as above, and their usual place of work or for the actual kilometres travelled where these are greater than the distance between the centre and employee's usual place of work. This work related mileage should be claimed in the online expense system. Any personal travel will not be reimbursed.

4.3 Accommodation, Meals and Incidentals

4.3.1 Employees shall be entitled to claim reimbursement of actual and reasonable costs from the Organisation on supply of receipts for costs which they incur when required to travel away from home in the course of carrying out their employment responsibilities and where the Organisation has not already met the costs. This will include travel and expenses associated within and outside of New Zealand.

4.3.2 These costs are likely to include:

- Meals
- Incidentals
- Travel and Accommodation
- Parking meter fees
- Toll charges

4.3.3 Employees using a private residence for an overnight stay shall be entitled to an \$85.00 per night reimbursement. Actual and reasonable expense receipts are required where applicable as per clause 4.3.2. Claims will be paid through the payroll system retrospectively.

Use of a private residence for an overnight stay must be pre-approved by the Manager. Details of the private accommodation must be shared with the Manager on the approved form so that the employer can fulfil their responsibilities with respect to health safety,



duty of care and fiscal requirements. Alcohol cannot be included or claimed.

4.3.4 Reimbursement of Childcare Expenses

Care for children under 14 or for any person who is totally dependent on the employee concerned, shall be paid at the actual and reasonable rates when an employee is:

- (a) required to work outside their usual contracted hours by the Chief Executive;
- (b) through misadventure is delayed from returning home at the usual time, e.g. breakdown of rental car, accident, bad weather conditions.

NOTE:

With regard to sub clause (a) employees must state their intention to claim and receive prior approval for such expenses, when work is required to be completed outside of their usual contracted hours of work, in advance of accepting the extra workload.

4.3.5 Overnight Allowance

Where a Pouako and one other employee are required to be away from home overnight at noho marae, or to remain with students on student related overnight learning experience to meet Health and Safety and supervision requirements, they will each be paid an allowance of \$110 per night.

4.3.6 Reimbursement of Expenses

Reimbursements of reasonable expenses are made via the JadeStar self-service portal. Requests which have been approved by the Monday night of pay week will be included in that fortnightly pay cycle.

- 4.3.7 Where academic staff are present at hui arranged by the organisation or other external business related hui that provides meals and refreshments academic staff cannot claim nor be reimbursed for any other incidentals related to these expenses.

5. TERMS OF EMPLOYMENT

5.1 First Appointment

At first appointment, all employees will ordinarily be engaged:

- a) In sufficient time to ensure the individual's induction training requirements are met; and
- b) with a workload to reflect whatever training is required to undertake the position; and
- c) in addition, in the case of a limited tenure appointment, allowing reasonable and sufficient time for all functions to be discharged at the conclusion of the limited tenure.

5.2 Termination

5.2.1 Notice

Two months' notice of termination of employment in writing is required by either party. Where notice is not given, the notice period shall be paid in lieu by the employer or forfeited by the employee. This provision shall not prevent the immediate termination of employment by the employer in the case of serious misconduct.

5.2.2 Incapacity

If, as a result of physical or mental incapacity or prolonged illness the employee is unable to perform the normal duties of their position, the employer may seek a review of that employee's ongoing employment for reasons of incapacity. The Organisation undertakes to follow a process of natural justice in any action that follows from this review and will look at all options available including reduced proportions and leave without pay. In any such review the employer will:

- (a) Consult with the employee and their union on behalf of the employee.
- (b) Require the employee to undergo a medical examination at the employer's expense, by a registered medical practitioner nominated by the employer. Should the employer wish to receive two registered examinations, then the employee can nominate one and the employer nominate the other at the employer's expense.



- (c) Take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations that are provided by the employee before making any final decision's.

Where employment is to be terminated due to incapacity under this clause, the employee will be entitled to remain in employment until their sick leave is used or to end their employment immediately and be paid all remaining sick leave. This is in addition to entitlements under the notice period.

5.2.3 Abandonment of employment

When an employee is absent from work for a continuous period of 3 working days or more, without notification to or consent from the employer, the employee shall be deemed to have abandoned employment provided that the employer takes all reasonable steps to contact the employee. Where an employee was unable, through no fault of the employee, to notify the employer, employment shall not be deemed to have been abandoned.

5.3 Complaints and Discipline Procedures

- 5.3.1 The parties acknowledge that the employer has a responsibility and a right to address complaints in a responsible and fair manner as quickly as possible but taking into account any cultural requirements of the Organisation's policies.
- 5.3.2 A distinction shall be drawn between competence concerns and concerns about the conduct of the employee. In any action following a complaint about an employee the principles of natural justice shall apply including advising the employee in writing of the specific problem, giving the employee a reasonable opportunity to respond and informing the employee they are entitled to receive union support.
- 5.3.3 Expectations of employees are outlined in the Policy: Code of Conduct and in Tō Tātou Oati Pūmanawa Tangata – Our Values and Behaviours.
- 5.3.4 In disciplinary action:
 - (a) before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
 - (b) the response of the employee must be considered before a decision is made.

5.3.5 In cases of competence:

The employee shall be advised of any improvement required, given reasonable time, opportunity, advice and guidance to change, and advised of the consequences if the problem continues.

5.3.6 In all cases:

- (a) the notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen. Where an employee refuses to sign, a witnessed note to this effect shall be recorded;
- (b) the employee shall be advised by the employer of their right to request union assistance, and/or representation at any stage;
- (c) If the employer considers that it is necessary to discipline an employee for an offence that does not amount to serious misconduct, the employer will generally apply the following warning procedure:
 - i. A first offence will result in a written warning;
 - ii. A second offence will result in a final written warning;
 - iii. A third offence will result in termination of employment on notice.

NOTE

- (i). The warning procedure above is not limited to repetitions of the same or a similar offence, but may be applied to offences of different nature.
 - (ii). Where misconduct is considered serious enough, a final warning may be issued without a prior warning being issued.
- 5.3.7 Nothing in this clause prevents the suspension with pay, temporary placement on other duties, and/or dismissal without notice, in the case of serious misconduct. Where an employee has been suspended and the allegation is subsequently found to be without substance, the employee shall be entitled to resume the position from which they were suspended.



5.4 Personal Grievance and Disputes Procedures

- 5.4.1 Resolving Employment Relationship Problems
Procedures for the resolution of employment relationship problems are set out in Schedule A.

- 5.4.2 Discrimination, Sexual Harassment, Racial Harassment and Duress
Such actions will not be tolerated in the workplace. Employees are referred to the Employment Relations Act 2000, and Human Rights Act 1993 for definitions of the above.



6. WORKLOAD

6.1 The Employer recognises the importance of setting equitable, reasonable and safe workloads, both for the effectiveness of the Organisation's operations and services and for the wellbeing of staff.

The workload framework will adhere to the following principles:

6.1.1 The workload is equitable

"Equitable" means that staff with comparable responsibilities should have similar workloads.

6.1.2 Total workload must be reasonable

"Reasonable" means the workload can be managed within the timeframes and deadlines set, and that employees will be able to maintain a balance between professional and personal life, accepting that normal fluctuations will occur as is required in tertiary education provision.

6.1.3 Total workload must be safe

"Safe" means that work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.

6.2 Work allocation shall be through an open and transparent process, based on sound principles and underpinned by our Behaviours and Values – Tō Tātou Oati Pūmanawa Tangata. An annual work plan will be recorded prior to the start of the academic year, except where this is not practicable.

6.3 The quality of the programmes and activities will be enhanced when staff are clear about what is expected of them and have workloads that are realistic and manageable. It is the intention that all staff are:

- Able to plan their annual work commitments
- Responsible and accountable for planning and organising their agreed workload
- Able to complete their assigned responsibilities within a 37.5 hour working week
- Assigned workloads on a fair and transparent basis.

6.4 Decisions about who carries out the teaching duties associated with each course are made by the Academic Leaders | Kaitiaki Hōtaka by programme and utilising the workload framework policy.

6.5 The workload framework will take into account the need for staff to balance their workloads across a year, to have breaks away from teaching, to contribute to ongoing course review and development, to undertake planned professional development, scholarly writing and research, project work and to contribute to the wider corporate and cultural life of the Organisation. Masters or doctoral study staff are exempt from scholarly writing and research requirements.



- 6.6 Planning and organising will include workload allocations within the categories of Teaching, Research and Professional Contribution. Academic staff will use the Workload Framework Policy to inform their planning. The final plan for each academic staff member will be agreed and approved before each semester begins, where practicable.

The plan will include (but not limited to) wherever possible, the activities listed in each category under the Workload Framework Policy. The categories are:
Teaching
Research
Professional contribution

For details of the activities within each category please see the Workload Framework Policy which forms an integral part of this collective agreement.

- 6.7 When amending the annual plan in consultation with the employee, the employer will take account of the planned activities where possible alongside the delivery requirements of the teaching programme, which may change as a result of the factors which cannot be predicted.
- 6.8 When required, a joint workload working party will meet to analyse and evaluate the requirements of the new workload framework. Any changes recommended following this will be incorporated within the workload framework policy. The timing and regularity of these meetings will be by agreement by both parties.



7. PROFESSIONAL SUPERVISION

- 7.1 Employees are entitled to identify a professional supervisor from outside the Organisation for professional mentoring and debriefing relating to their work.

The relevant senior leadership member must approve the professional supervisor. The employee is to provide a fully completed professional supervision form to be signed by the senior leader.

The supervision needs to relate to the academic staff member's work. The academic staff member needs to complete and submit the professional supervision application form to their relevant senior leadership member for approval.

The cost of professional supervision must not exceed \$500.00 (ex GST) per annum per employee, with allocation of any additional funding being at the discretion of the approving manager.

- 7.2 In the event that a professional supervisor is not approved, the reasons for the decision must be communicated to the employee, who has the right to have the decision reviewed by the Chief Executive.

8. PROFESSIONAL DEVELOPMENT

- 8.1 To assist employees to upgrade their qualifications and to engage in approved work-related professional development and research activities (e.g. attending courses or cultural gatherings, presenting at conferences), the Organisation makes available the following:

- Up to the maximum of \$1,000 towards professional development and research activities,
- A contestable research and conference fund for which academic staff undertaking research are eligible to apply.

- 8.2 To support employees the Organisation will make available, a reimbursement of study fees paid by the employee of up to \$1,000 per annum for each permanent employee to be used for the completion of a postgraduate course or thesis, which at a minimum is able to be credited into a relevant Masters degree. This reimbursement does not apply to doctoral candidates (refer to clause 12.5.6 acknowledging doctoral research leave).

This reimbursement will only be made:

- Where the cost has been incurred by the employee; and
- On receipt of a paid invoice; and



- Upon evidence of successful completion of the course or reasonable progress in a thesis which would be evidenced by a supervisor's report.
- 8.3 The relevant senior leadership member may on request by an employee, agree to advance to an employee the following year's professional development course fees. Employees who are granted this money will be unable to apply for further funds until they gain a further allocation i.e. they will not be able, in the year following the advance, to request the subsequent year's fees in advance. Requests must be made and approved by the 30th of September to be included in the following years PLD budget.
- 8.4 If an employee who has been advanced fees under this provision resigns or leaves employment at Te Rito Maioha Early Childhood New Zealand for any other reason, before they would normally have been allocated fees in advance, then the employer shall have the right to a refund of the fees paid in advance. The employer shall have the right to deduct any money owing subject to this clause from the employee's final pay.
- 8.5 Staff shall be given the opportunity to meet together during paid time for up to eight hours for professional development and collegial support.
- 8.6 Attention is drawn to the provisions of this Agreement under:
- clause 7 Professional Supervision;
 - and
 - clause 12.5 Study Leave
- as directly related to the Organisation's support for employees undertaking professional development.
- 8.7 The organisation values professional learning and development (PLD) of employees and invests considerable resources to support this. When employees have PLD fees paid for by the organisation, there is an expectation that they will attend the PLD, except in situations where circumstances arise outside of the employee's control, including sick leave, bereavement leave, and any situation where an employee is required to complete work that would ordinarily be the work of a colleague. Where professional development fees are paid by the organisation, the employee is expected to attain a pass grade for the course or programme. If the employee withdraws from (without a satisfactory reason), or fails to complete a course of study, the organisation will require a refund of the fees paid.



9. RESOURCES AND EQUIPMENT

- 9.1 Each employee shall be provided with sufficient resources and equipment, which shall be in good working order, to enable them to carry out the duties and responsibilities set out in their job description.
- 9.2 When the academic staff member's employment ends, the staff member will return, as soon as practicable, all ECNZ property that the staff member has in their possession, including any documents, records, materials, keys, access cards and passwords.

Final pay may be withheld until all the above has been returned by the academic staff to the employer and has been accounted for.



10. HOURS OF WORK

- 10.1 a) The ordinary hours of work shall not exceed 37.5 in any one week and shall normally be between the Monday and Friday 8.00am-5.00pm. It is the strong recommendation that no longer than 10 hours be worked in any one day;
- b) Except where impracticable, an employee shall not undertake work on more than five (5) consecutive days 7.5-hour days per week;
- c) Blended and online delivery is teaching work and will be scheduled. It will normally be undertaken in accordance with the hours of work in 10.1 a) above;
- d) Where an employee is required to work at another Regional Education Centre, or alternative location as instructed by the employer, actual and reasonable travel time will be considered as per the Workload Framework Policy. Health and safety considerations will also need to be taken into account.
- e) Any work outside of normal hours either at meetings or other work must be approved by their relevant manager.

10.2 An employee may consent to undertake teaching from time to time on evenings and weekends to meet the needs of the organisation's programmes including but not limited to block courses, workshops and open days. Such consent shall not be unreasonably withheld by the employee when evening and weekend work is reasonably notified and required of the employee by the employer to meet the needs of programme delivery. The employer shall wherever practicable take into account an employee's family and cultural circumstances when scheduling work outside of normal hours in 11.1(a) above.

10.3 Recording of Working Hours

Employees shall ensure that their manager is fully informed of the employee's schedule. Time in lieu will be discussed and agreed in advance with the employee's manager. All leave needs to be recorded into JadeStar self-service accurately and in a timely manner.

10.4 Each employee's workload will be determined by the employer's workload policy. The employer will ensure that adequate administrative support systems are in place to help the employee manage their workload.



11. HOURS WORKED IN EXCESS OF NORMAL HOURS

- 11.1 Time off in lieu or payment of excess hours shall be applied for in accordance with policy through the Academic Leader and shall only be used in exceptional circumstances. The employer shall provide a report every six months to TEU detailing how often time in lieu and payment of excess hours arrangement have been utilised.



12. LEAVE

12.1 Statutory Holidays

12.1.1 The following days shall be observed as holidays and shall be paid accordingly.

- Christmas Day,
- Boxing Day,
- New Year's Day,
- 02 January,
- Waitangi Day,
- Easter Monday,
- Good Friday,
- Anzac Day
- Queen's Birthday,
- Matariki,
- Labour Day,
- Anniversary Day.

12.1.2 Public holidays are only observed where the day falls on an employee's normal working day.

12.1.3 When the employer requests and the employee works on a statutory holiday, the employee will be paid for the actual hours worked at the rate of time and a half and is entitled to a full paid day in lieu.

12.2 Annual Leave

12.2.1 All staff shall be entitled to five weeks' paid annual holiday. Academic staff are required to take annual holiday for the base Christmas close-down period.

12.2.2 In normal circumstances annual leave of academic staff should not be taken at times when a relief teacher is required.

12.2.3 Applications for annual leave shall be submitted three weeks in advance to the employee's manager.

12.2.4 No more than 25 annual leave days shall accumulate at any one time. An employee wishing to accrue in excess of 25 days may apply in writing to the Academic Leader. The request should state a specific reason for the exemption and a time frame in which the additional accrued leave will be used. These requests will be considered on a case by case basis and agreement to such requests shall not be unreasonably withheld.



- 12.2.5 With manager approval, employees may take leave in anticipation, but they may not take more than is owing to them in any one leave year.

12.3 Sick Leave

- 12.3.1 Every employee shall be entitled to paid sick leave of up to 15 days per year from commencement of employment for themselves or dependent calculated at the rate of the employee's ordinary pay.
- 12.3.2 Where a staff member takes sick leave over 3 working days, their urgent teaching responsibilities will be re-distributed to account for time taken on sick leave, where fair and reasonable. If a staff member covers for the sick employee, that cover will be acknowledged and aligned with workload principles.
- 12.3.3 Paid sick leave may accumulate up to 60 days and be carried forward.
- 12.3.4 The employer may require the production of a medical certificate after three consecutive days or more absence on paid sick leave. Such certificate could be from a registered general practitioner, homeopath, naturopath or other recognised medical practitioner.
- 12.3.5 When sickness or injury occurs during annual leave the employer will permit the period of incapacity to be debited against sick leave provided a medical certificate is provided.

12.4 Bereavement/Tangihanga Leave

- 12.4.1 Subject to satisfactory proof being produced, employees shall be allowed bereavement leave of up to five days on any one occasion on ordinary pay on the death of the employee's partner, child, father, mother, mother in law, father in law, brother, sister, grandparent or grandchild, whanau or any other relationship of close association.

Bereavement leave may also be taken in the event of an employee, or their partner, suffering a miscarriage or still birth as set out in the Holidays Act. The relationship to the deceased needs to be recorded into the online payroll system when the staff member is applying for the leave.

- 12.4.2 Where the five days stated above is insufficient to meet the needs of the bereaved and the responsibilities of a particular employee then the employer may grant additional leave on pay to enable the employee to fulfil the requirements and responsibilities relating to bereavement.



- 12.4.3 Part time employees shall not be paid for any day, which falls on a day of the week on which they are not normally employed.
- 12.4.4 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 relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted. This provision shall not apply if the employee is on leave without pay.
- 12.4.5 Bereavement leave without pay may be negotiated where appropriate.
- 12.4.6 Bereavement leave conditions will apply whether the bereavement occurs in New Zealand or overseas.
- 12.4.7 Where a staff member takes bereavement leave over 3 working days, their urgent teaching responsibilities will be re-distributed to account for time taken on bereavement leave, where fair and reasonable. If a staff member covers for the bereaved employee, that cover will be acknowledge and aligned with workload principles.

12.5 Study Leave

- 12.5.1 On application and with manager's approval, employees shall be granted paid study leave as time free from teaching responsibilities to enable them to undertake study, scholarly writing or research activities relevant to their work with a normal maximum of 15 days per year, 10 of which shall be taken where cover is not required, unless otherwise agreed in exceptional circumstances.
- 12.5.2 Up to ten days of an employee's entitlement may be used, with the agreement of the employer, to undertake practicum experience in an early childhood centre.
- 12.5.3 Study leave can be taken each year. An employee may apply to their manager to accumulate a maximum of 10 days study leave. Requests must be submitted and approved by 30th November. Such approval shall not be unreasonably withheld.
- 12.5.4 Study leave without pay may be granted for periods of time to be negotiated with the employee's manager and key stakeholders. Final approval of leave without pay sits with the Chief Executive I Pou Whakahaere.
- 12.5.5 Where the need for training has been identified in the professional review of an employee, that employee may negotiate with the

employer to have reasonable expenses paid to enable them to undertake study.

- 12.5.6 In addition to the entitlements in clause 12.5.1 above, an additional 10 days of study leave per annum shall be available for employees undertaking doctoral research, for a maximum of 6 years, except for those who have prior approval. This doctoral study time granted will be applied as per the workload framework policy. This leave is to be taken at mutually agreed times. Progress reports from Institute of learning will be provided to the Research Leader I Kaiarataki Rangahau and Academic Leader I Kaitiaki Hōtaka as set out in the Doctoral Research Leave application form.
- 12.5.7 In addition to the entitlements herein, staff will be granted up to 20 days research time per annum, subject to an approved research plan.
- 12.5.8 Any study leave entitlement will only be work loaded once applied for and approved.
- 12.5.9 Long study leave to support individual academic staff who are completing their Masters or Doctoral qualifications and have met the criteria outlined in the policy, then by mutual agreement staff may apply for long study leave. Eligibility is not an automatic entitlement.

12.6 Parental Leave

The employer will adhere to the provisions set out in the Parental Leave and Employment Protection Act 1987 and subsequent amendments to this Act.

Parental leave may be taken by both women and men following the birth or legal adoption of a child under six years of age. Parental leave is also available to employees intending to adopt a child under six years by whāngai placement or its equivalent. Parental leave shall be granted subject to the following conditions:

- 12.6.1 An employee, male or female, with 12 months service at the time of commencing leave is to be granted parental leave of up to 52 weeks as the employee requires. However, as per the Parental Leave Act, the employee must work an average of 10 hours per week (minimum) in the 12 months immediately preceding the commencement of leave.
- 12.6.2 For an employee with less than 12 months service but more than 26 weeks service parental leave of up to 26 weeks is to be granted. However, as per the Parental Leave Act, the employee must work an

average of 10 hours per week (minimum) in 6 months immediately preceding the commencement of leave.

- 12.6.3 Parental leave shall be granted to the employee as leave without pay except for the first six weeks according to sub clause 12.6.4 below.
- 12.6.4 Where an employee is granted parental leave, they qualify for a payment equivalent to six weeks pay at the beginning of the leave period except that in the case of those with less than 12 months service such paid leave shall be granted on a pro rata basis.
- 12.6.5 An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment provided in sub clause 12.6.4 which their absence represents to 30 working days.
- 12.6.6 Parental leave is not to be granted as sick leave on pay or sick leave without pay. Employees are encouraged to take their outstanding annual leave prior to taking parental leave.
- 12.6.7 a) An employee intending to take parental leave is required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery.
- (b) Except that leave for a pregnant woman may commence at any time during the pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- (c) An employee intending to either legally adopt or whaangai a child (subject to satisfactory evidence) under six years of age is entitled to parental leave during the child's first year with the new family. In the case of adoption or whaangai placement, the requirement of one month's notice does not apply.
- 12.6.8 An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position and in the same location or other location within reasonable commuting distance.
- 12.6.9 Employees shall be required to give 30 working days' notice of return to work.



12.7 Jury Service

- 12.7.1 An employee called for jury service may elect to take annual leave or jury service leave on pay. Where annual leave is granted the employee may retain the juror's fees and expenses.
- 12.7.2 Where the employee elects to take jury service leave on pay, a certificate is to be given to the employee by the employer to the effect that leave on pay has been granted and requesting the Court to complete details of juror's fees and expenses paid. This certificate must be returned to the employer by the employee. The employee must then pay the fees to the employer but may retain the expenses.
- 12.7.3 It shall be the responsibility of the employee to return to work if not called on any day for which jury service leave on pay has been granted.

12.8 Special Leave

Special leave of absence without pay (LWOP) may be granted to permanent fulltime and part time employees on such terms and conditions as the employer may, from time to time, approve.

12.9 Long Service Leave

- 12.9.1 At the completion of seven years' continuous service with the employer, the employee shall be granted a one-off special paid holiday of one week.
- 12.9.2 At the completion of 10 years' continuous service with the employer, the employee shall be granted a one-off special paid holiday of one week.
- 12.9.3 For the purposes of this clause continuous service includes all periods of paid leave and would not be broken by approved leave with or without pay and/or breaks of not more than 3 months between periods of employment.
- 12.9.4 Staff earning long service entitlements as per clauses 12.9.1 and 12.9.2 above must use their entitlement within two years of becoming eligible for it.
- 12.9.5 Employees who have been employed for 10 years or more, shall be granted, on application, unpaid leave for a period of up to 12 months and shall be guaranteed that same position, and service entitlements



on return. The entitlements in this clause shall only apply to employees employed on or before 09 November 2007.

12.10 Leave for Māori Land Court and Waitangi Tribunal Hearings

Where an employee is required as a witness, or is presenting evidence on behalf of their whānau, hapū or iwi at the Māori Land Court, Waitangi Tribunal or other Court hearings/claimant negotiations concerning issues of their iwi, then they shall be entitled to paid leave of to 5 days per year. An application outlining the basis on which this leave is sought and evidence of their requirement to attend is required. In addition, this leave may be used by an employee to support the lodgement of a claim made by their whānau, hapū or iwi.

12.11 Family Violence Leave Cover

12.11.1 In this clause family violence has the same meaning as that term as defined in the family violence – Victims' Protection Act, 2018. The Employer recognises that employees sometimes experience family violence in their personal life that may affect their attendance, performance and/or safety at work. The Employer is committed to supporting Employees who experience family violence.

12.11.2 The Employer may, on request, grant an employee experiencing family violence paid special leave on such terms and conditions as are appropriate. Examples of reasons for requesting such leave include the employee attending medical appointments, legal proceedings and counselling sessions.

12.11.3 The employee will, if requested, provide the employer with relevant documents that support any claim for paid special leave under this provision. Such documents may include a document issued by the Police, a Court, a doctor or other medical professional, a family violence support service or lawyer. The employer will maintain strict confidentiality over any such documents, where access will be limited to the Chief Executive, Pouhere Kaupapa Māori, employee's manager and relevant HR staff.

12.11.4 Leave and other support provided under this provision is inclusive of any subsequent Government legislative or regulatory entitlements introduced dealing with leave for domestic violence.

12.11.5 An employee who supports a person with whom they have a close association, experiencing family violence or sexual violence may take sick leave to accompany them to court, or to hospital or to mind children.



13. ORGANISATIONAL CHANGE

13.1 Intention

The parties to this Agreement recognise the serious consequences that the loss of permanent employment can have on individual employees and seek to minimise those consequences by these provisions.

13.2 Definition

A surplus staffing situation exists when, as a result of identified factors, the employer requires a reduction in the number of employees. No existing staff member will be displaced by the appointment of a non-permanent employee.

13.3 Consultation

13.3.1 TEU and affected employees will be notified of any reviews of the organisation's structure or function, which may result in significant changes to either the structure, staffing, or work practices affecting existing employees.

13.3.2 A minimum of 3 weeks will be provided to allow for consultation. The parties may agree to a lesser period.

13.3.3 The employer will provide TEU with the opportunity to be involved in any review.

Should the review confirm a surplus staff situation, individuals who might be affected will be advised in writing and of their right to assistance from TEU.

13.4 Notification

When, as a result of the processes above, specific positions are identified as surplus the employer will advise TEU and the employees affected not less than one month prior to the date by which surplus staff are to be discharged.

13.5 Options

The following are the options to be applied in staff surplus situations:

- a) Attrition
- b) Retraining
- c) Redeployment
- d) Voluntary redundancy
- e) Compulsory severance



Where other options are inappropriate to discharge the surplus the option of compulsory severance will be made available.

13.6 Retraining and/or Redeployment

- 13.6.1 All endeavours will be made to find acceptable alternative employment with Te Rito Maioha Early Childhood New Zealand.
- 13.6.2 When staff are given the option of redeployment to a similar or equal position, they will not be required to apply for positions via advertising or having to compete with any staff who have not been declared surplus.
- 13.6.3 Employees who are offered a position within the organisation (ie offered redeployment) on same or similar terms, and which does not require a change in geographical location, will not be entitled to redundancy compensation if they decline the position.

13.7 Rights of Redundant Employees

Where an employee is made redundant the following provisions shall apply:

- 13.7.1 Redundant employees shall be given a minimum of one month's notice of The termination of their employment, or will be paid one month's pay in lieu of notice, in addition to the redundancy compensation.
- 13.7.2 All redundant employees shall be given the opportunity to seek jobs and to attend interviews for alternative employment without loss of pay.
- 13.7.3 Should an employee find an alternative position outside Te Rito Maioha Early Childhood New Zealand during the notice of termination period, they may terminate their employment prior to the expiry of the period of notice without forfeiting their entitlement to redundancy compensation.
- 13.7.4 Employees who leave during the notice period will not be paid for the unworked notice period.
- 13.7.5 The Employer shall supply a certificate of service to all redundant employees and, where requested, a personal reference.
- 13.7.6 All redundancy compensation payments will be calculated from the date of termination.



- 13.7.7 Compensation payments shall be calculated on the basis of the employee's average gross weekly earnings for the 12 month period prior to termination, or since commencement of employment if less than 12 months, or at the rate of the gross weekly wage at the date of termination, whichever is the greater.
- 13.7.8 An employee on parental leave who is declared redundant shall be entitled to compensation under the terms of this Agreement.
- 13.7.9 Paid time off work for counselling, professional support and curriculum vitae writing may be made available.

13.8 Criteria for Selection

Criteria to select redundant employees where more than one position is to be eliminated will follow the following pattern:

- 13.8.1 Where discussions have taken place between the Employer and the employee, and there is no possibility of attrition, retraining or redeployment, the parties shall call for volunteers for redundancy.
- 13.8.2 Where there are more redundancy volunteers than required, first consideration and acceptance shall be on the basis of first on, first off (based on total service with the employer), except where this will cause staff shortages at a particular geographical location and/or the employer reserves the right to decline an application on the basis of operational needs to meet ECE and student outcomes.
- 13.8.3 If insufficient volunteers for redundancy are available, the Employer may, giving due recognition to its EEO policy, declare employees redundant after the employer takes into account qualifications, skills and experience of the employees required in the organisation.

13.9 Compensation Payment Formula

Redundancy compensation shall be calculated on the following basis:

- 13.9.1 two weeks' pay for the immediate past year or part thereof of employment; plus;
- 13.9.2 one week's pay for each year, or part thereof, of employment prior to that; plus;
- 13.9.3 inclusion of holiday pay owing within the redundancy package;

13.9.4 Notwithstanding the calculations in 13.9.1 and 13.9.2 above, no employee shall receive less than 4 weeks' pay in compensation for redundancy.

13.10 Sale, Transfer or Contracting Out

13.10.1 In the event of the work undertaken by Te Rito Maioha Early Childhood New Zealand being contracted out or the business or part of the Te Rito Maioha Early Childhood New Zealand's business being sold or transferred to another organisation, Te Rito Maioha Early Childhood New Zealand shall endeavour to take all practical steps that are available to protect employees bound by this Agreement from being disadvantaged.

13.10.2 In meeting this obligation Te Rito Maioha Early Childhood New Zealand shall act in good faith at all times and shall consult with union representatives and employees affected.

13.10.3 Options that will be considered are:

- a) Redeployment within the organisation
- b) Transfer to the new employer.
- c) Negotiation with the new employer on future terms of employment.

13.10.4 In the event of sale, transfer or takeover of the whole or part of the Te Rito Maioha Early Childhood New Zealand's business to another organisation and an employee is offered employment on similar terms and conditions by that organisation, then the employee shall be deemed not to have been made redundant and shall not be entitled to any redundancy compensation on termination of employment with Te Rito Maioha Early Childhood New Zealand, provided that any entitlements accrued by way of service with Te Rito Maioha Early Childhood New Zealand are continued with the new employer.



14. HEALTH AND SAFETY

14.1 Within the Organisation employee participation in health, safety and wellbeing will be promoted through:

- (a) The establishment of a Health, Safety and Wellbeing Committee, the primary purpose of which is to contribute to the continuous development and improvement of effective and appropriate systems and policies to promote and enhance the health, safety and wellbeing of staff. The committee will operate in accordance with Organisation policy and procedures.
- (b) The active involvement of all staff in health and safety policies and procedures including the provision of information and education, participation in staff and TEU meetings and participation in the hazard identification process.

14.2 The provisions of the Health and Safety at Work Act 2015 and relevant codes of practice shall apply in all the Organisation's workplaces.

14.3 Where an employee's health and safety are shown to be at risk through the course of their duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as necessary to provide protection for the employee.

14.4 In situations where employees may be at increased risk of acquiring Hepatitis B because of the nature of their job, the situation shall be assessed by the Medical Officer of Health on an individual basis to decide if immunisation would be appropriate.

14.5 Smoke Free Areas

The provisions of The Smoke Free Environment Act 1990 shall apply in all the Organisation's' workplaces.

14.6 Reimbursement of Optical Costs

Permanent staff who have been employed by the Organisation for more than six months are eligible to a reimbursement of optical costs. A staff member can apply for such reimbursement no more frequently than once every two years, and must show that there has been a change in prescription to qualify for the reimbursement. The reimbursement can be towards the costs of an eye examination and corrective eyewear (glasses or contacts) but will not exceed \$400.



15. ACCESS TO WORKPLACES

In accordance with clause 20 in the Employment Relations Act 2000, a representative of the TEU is entitled to enter a workplace:

- a) For the purposes related to the employment of its members;
- b) For the purposes related to TEU business, or;
- c) Both.

16. DEDUCTIONS

16.1 In accordance with authorities signed by individual employees, the employer shall arrange for the deduction of union fees for all members covered by this Agreement except in cases agreed to between the employer and the union.

16.2 Deductions may be made from the employee's wages for unauthorised absences and leave without pay. The employer may make authorised deductions from an employee's salary in the event of an overpayment (of salary or any other amount) to the employee.

17. CONSULTATIVE FORUMS

17.1 In accordance with the principles of clause 1.5 of this agreement, the parties commit to meeting at times when they deem it useful to do so. Where meetings take place, the employer shall cover the travel costs of two TEU representatives who are members of TEU's elected Branch Committee.

17.2 Two representatives from each party shall meet during the term of the collective agreement to review and make recommendations on changes to wording of the collective agreement to better reflect partnership and other cultural dimensions (e.g. Pasifika) valued by Te Rito Maioha Early Childhood New Zealand.

18. UNION MEETINGS

18.1 Subject to clauses 18.2 to 18.5 below, the employer shall allow every employee covered by the Agreement, who is a member of TEU, to attend, on paid leave, Union, meetings (each of a maximum of two hours' duration) with TEU in each year.

The meetings provided under clause 20 are inclusive of the minimum entitlement to hold union meetings pursuant to Section 26 of the Employment Relations Act 2000, not in addition to that statutory entitlement.

- 18.2 TEU shall give the employer at least fourteen (14) days' notice of the date and time of any union meeting to which clause 18.1 is to apply.
- 18.3 TEU 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.
- 18.4 Work shall resume as soon as practicable after the meeting.
- 18.5 TEU shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

19. TEU REPRESENTATIVES

- 19.1 The employer will recognise the TEU Branch Committee as the elected representatives of the Te Rito Maioha Early Childhood New Zealand branch of the union. The TEU will advise the employer in writing of the elected representatives upon election at the union's AGM.
- 19.2 Any attendance required for union related business needs to be sent to the General Manager, People and Capability | Kaiwhakahare Pūmanawa Tangata by the end of January of each year. This union related business is seen as Professional Contribution in accordance with clause 6. In addition, any meetings that are over and above these dates will need to be sent to the General Manager, People and Capability | Kaiwhakahare Pūmanawa Tangata for prior approval.
- 19.3 Where a TEU representative is required to attend meetings of the Organisation in their representative capacity, they will be workloaded for that time, as per clause 6.
- 19.4 Actual and reasonable expenses incurred in attending such meetings shall be reimbursed by the employer once prior approval has been sought in accordance with the travel policy and clause 4.3.
- 19.5 The employer also recognises that from time to time TEU representatives require time for union business. On an annual basis the employer and TEU will negotiated a quantum of time allowance which representatives will use for the purpose of union business, including branch committee meetings, communication and advice to members, and attendance at union hui. Approval for union representative time shall not be unreasonably withheld. Such time will be negotiated in advance with as much notice as is practicable and approval for such time shall not be unreasonably withheld.



19.6 The branch president will be allocated 0.1 workload to undertake the duties of this role. This can be shared between co-branch presidents.

20. EMPLOYMENT RELATIONS EDUCATION LEAVE

Employees will be entitled to employment relations' education leave as determined by Part 7 of the Employment Relations Act 2000.

21. POLICIES

Where a new policy is proposed to be introduced or an existing policy is proposed to be significantly amended, (i.e. any impact on employment conditions) then the Employer shall consult with employees and their union. The employer will formally notify the TEU Organiser and Branch Presidents that the policy proposals are open for consultation, so that they may lead a consultation process with their members. New or amended policies will only take effect after one week's notice in writing has been given to the employees. Employees will comply with such policies and procedures as may be set down by the employer from time to time.

Employees covered by this agreement acknowledge the right and responsibility of the employer to develop policies in order to manage their organisation according to organisational strategy as well as ensure the organisation is meeting all government compliance regulations, including quality education provision relating to initial teacher education provision and other tertiary education provision.

22. TERM OF AGREEMENT

The term of this Agreement shall be for a period of two years from 09 November 2021 and expiring on 08 November 2023.

23. ENTIRE AGREEMENT

23.1 The terms and conditions of this Agreement represent the entire agreement between the parties, and replaces any previous agreements or contracts whether written or oral, or product of past practice existing between the employer, employee and/or the union.

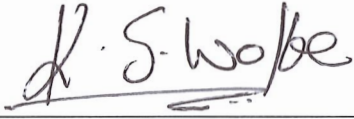
23.2 However, protections for employees employed prior to April 1995 shall be recorded in individual letters, held by the employees and on file by the employer, and will continue for the duration of their employment with the employer.

24. MISCELLANEOUS

24.1 The employer will endeavour to provide a reasonable number of car parks at teaching Regional Education Centre's I Te takiwā ako for lecturers I pouako who are required to travel to early childhood centres on a regular basis, where this provision is desired by staff and proves practicable.

A handwritten signature in black ink, appearing to be 'DW', located in the bottom right corner of the page.

SIGNATORIES



Kathy Wolfe
Chief Executive Officer
Te Rito Maioha Early Childhood New Zealand

DATE: 16 May 2022



Irena Brorens
Assistant National Secretary Industrial
Tertiary Education Union: Te Hautū Kahurangi o Aotearoa

DATE: 23 May 2022

SCHEDULE A

Employment Relationship Problem Resolution Process

Employment Relationship Problems

Employment relationship problems include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

Tell us first!

If you think you have a problem in your employment, then you must let your manager know immediately, so we can try and resolve it with you then and there. If you don't feel you can approach your manager, you can go to another manager you feel comfortable with. In some cases, there is a time limit on when you have to do this see "Personal Grievances".

Mediation Services

If you don't feel happy with our response, then you can contact Mediation Services from Ministry of Business Innovation and Employment for free assistance. The mediator will try to help us resolve the problem, but won't make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

If your problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority for assistance. This is a more formal step to take and you might want to have someone representing you. The Authority member will investigate the problem, and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

Representation

At any stage, you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. We can also choose to have a representative working on our behalf.

Personal Grievances

If you feel that you have grounds for raising a personal grievance with Te Rito Maioha Early Childhood New Zealand (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must do so within 90 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time.

If you raise your grievance out of time, we can choose to accept the later grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

You must raise any grievance with your manager so that we know what the grievance is about. You can tell us, or put your grievance in writing. We can then respond to your claim.



