



# **Campus Creche Trust Collective Agreement**

**31.10.2022 – 31.10.2024**

# Contents

## **PART ONE – Parties and Application**

1.	Parties .....	4
2.	Coverage.....	4
3.	Pandemics .....	4
4.	Variations .....	5
5.	Letter of appointment .....	5

## **PART TWO - Definitions**

6.	Full-time employee .....	5
7.	Permanent positions .....	5
8.	Fixed-term employment.....	5
9.	Casual employment.....	6
10.	Early childhood teachers .....	6
11.	Permanent part-time early childhood teachers .....	6
12.	Part-year early childhood teachers.....	7
13.	Short-term relievers.....	7
14.	Long-term relievers.....	7
15.	Management Team .....	7
16.	Meeting licensing requirements.....	7
17.	Administrative/Clerical employees .....	7
18.	Positions of leadership .....	7
19.	Overtime .....	7

## **PART THREE - Salary and Wages**

20.	Salary on appointment .....	8
21.	Classification of employees.....	8
22.	Operation of the salary scale for Early Childhood Kaiako .....	10
23.	Salary and wages schedule .....	11
24.	Rates of pay.....	12
25.	Reduction of wages and conditions .....	15
26.	Payment of wages and salary .....	15
27.	Recovery of overpayment of wages and salary .....	15
28.	Pay slip.....	15

## **PART FOUR - Reimbursing Allowances**

29.	Motor vehicle running expenses .....	16
30.	Professional development expenses .....	16
31.	Meal allowance .....	16
32.	First aid certificate.....	16
33.	Teacher registration .....	16

## **PART FIVE - Hours of Work**

34.	Positions of leadership .....	16
35.	Qualified Kaiako.....	17
36.	Other employees .....	17
37.	Non-contact time .....	17
38.	Rest and meal breaks.....	18
39.	Additional agreed hours .....	18
40.	Call-backs .....	18

## **PART SIX - Holidays and Leave**

41.	Holidays and leave for casual employees .....	18
42.	Public holidays.....	19
43.	Annual holidays.....	19
44.	Long service leave.....	20
45.	Sick leave .....	21
46.	Bereavement/tangihanga leave .....	21
47.	Family violence leave.....	23

48.	Parental leave .....	23
49.	Infectious diseases leave .....	25
50.	Long term sick leave.....	25
51.	Leave on accident compensation .....	25
52.	Professional development leave .....	26
53.	Examination leave .....	26
54.	Employment relations education leave.....	26
55.	Court leave.....	26
56.	Centre representatives' leave .....	27
57.	Leave without pay.....	27
<b>PART SEVEN - Ending Employment</b>		
58.	Ending of fixed term employment .....	27
59.	Ending of casual employment .....	27
60.	Termination .....	27
61.	Termination on medical grounds .....	28
62.	Redundancy.....	28
63.	Instant dismissal .....	29
64.	Wages and salary on termination.....	29
65.	Record of service .....	29
<b>PART EIGHT - General Terms of Employment</b>		
66.	Policies and procedures .....	29
67.	Health and safety .....	30
68.	Medical examination .....	30
69.	Stand-down period.....	31
70.	Working facilities.....	31
71.	Time and salary / wages record .....	32
72.	Employee protection provision .....	32
<b>PART NINE - Complaints, Competency and Discipline</b>		
73.	General principles.....	33
74.	Discussions in a Māori context .....	33
75.	Competency .....	34
76.	Disciplinary procedures .....	34
77.	Suspension .....	35
<b>PART TEN - Resolving Problems</b>		
78.	Employment relationship problems .....	35
79.	Personal grievances .....	36
80.	Services available .....	36
<b>PART ELEVEN - Union Matters</b>		
81.	Union membership .....	37
82.	Union subscription fee .....	38
83.	New employees .....	38
84.	Centre representatives.....	38
85.	Union notice board.....	38
86.	Union meetings.....	39
87.	Right of entry .....	39
88.	Term of agreement.....	39
<b>Appendix One – Examples of Misconduct and Serious Misconduct.....</b>		<b>40</b>

## ***PART ONE – Parties and Application***

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### **1. Parties**

1.1 This collective agreement is made pursuant to Part 5 of the Employment Relations Act 2000, and is made between, and is binding on:

- (a) **CAMPUS CRECHE TRUST**, who shall be referred to in this agreement as "the employer" or "Campus Creche"; and
- (b) **NZEI TE RIU ROA**, who shall be referred to in this agreement as "NZEI Te Riu Roa" or "the union".

### **2. Coverage**

2.1 The following employees shall be covered by this agreement:

- (a) All employees employed by the employer in any capacity relating to the operational management of Campus Creche;
- (b) All employees employed by the employer in any capacity in relation to supervision, care, and education of children at Campus Creche;
- (c) All employees employed by the employer to undertake clerical, administration and/or ancillary duties at Campus Creche;
- (d) Employees whose work is within the coverage clause of this agreement shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this collective agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this collective agreement.

### **3. Pandemics**

3.1 From time-to-time employment with Campus Creche may be conditional upon the employee being fully vaccinated against COVID-19 or any other pandemic virus, in accordance with any Government vaccination mandate.

3.2 In accepting employment, employees will agree to comply with any future government directives and law changes applicable to the workplace or the position held as well as any policies, rules or requirements introduced by the employer in response to the COVID-19 or any other pandemic. This includes, but will not be limited to, any directive relating to receiving any vaccine booster shots, the mandatory use of facemasks and other personal protective equipment and undergoing testing (in the form of swabs or other samples being taken) and temperature checks.

- 3.3 Employees shall disclose and provide proof of their vaccination status and the results of any COVID-19 or other pandemic related tests and checks to the employer immediately upon request.
- 3.4 Failure to comply with any government or employer directive or requirement relating to the COVID-19, or any other pandemic response may constitute serious misconduct and/or a serious breach of this agreement (depending on the circumstances) and may result in employment being terminated immediately.

#### 4. **Variations**

- 4.1 The terms and conditions contained in this agreement may be varied during its term by written agreement between NZEI Te Riu Roa, acting on behalf of its members, and the employer as the parties to this agreement.

#### 5. **Letter of appointment**

- 5.1 Every appointee to a vacancy shall be notified in writing of:
- (a) The appointment; and
  - (b) The position and the key duties of the position; and
  - (c) The salary to be paid; and
  - (d) The hours and weeks (where applicable) to be worked; and
  - (e) If the appointment is for a fixed-term, when or how the employment will end and the reasons for the employment ending in that way; and
  - (f) Where the employment is casual, a statement that the employment is casual.

## ***PART TWO – Definitions***

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#### 6. **Full-time employee**

Means any employee of the employer, who works a minimum of thirty-five (35) hours per week including a person who comes within the definition of a long-term reliever.

#### 7. **Permanent positions**

All part-time, part-year and full-time positions shall be permanent unless identified in the letter of offer as being fixed-term or casual.

#### 8. **Fixed-term employment**

- 8.1 Means an employee who is employed for a predetermined period of time. An employee and the employer may agree that the employment of the employee will end:
- (a) At the close of a specified date or period; or
  - (b) On the occurrence of a specified event; or

(c) At the conclusion of a specified project.

8.2 In order for an employee and employer to agree that the employment of the employee will end in a way specified in clause 8.1 the employer must:

- (a) Have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
- (b) Advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

8.3 The following reasons are not genuine reasons for the purpose of clause 8.2(a):

- (a) To exclude or limit the rights of the employee under the Employment Relations Act 2000;
- (b) To establish the suitability of the employee for permanent employment.

## 9. **Casual employment**

9.1 Means an employee who is employed on a casual basis with no guaranteed hours of work.

9.2 The employer may offer casual work to the employee as and when it becomes available, and the employee may accept or decline any period of casual work offered. The employer has no expectation of the employee continuing to accept any offer of casual work and the employee has no expectation of any further or ongoing offers of casual work.

9.3 The terms of this agreement will apply during the times that the employee is engaged to carry out casual work and will automatically expire upon the end of the work period and recommence upon the start of the next period of casual work (if any).

9.4 The holidays and leave provisions set out at clause 41 will apply.

## 10. **Early childhood teachers**

Shall include persons employed in any capacity in relation to supervision, care, and education of children in centres or organisations licensed under the Education (Early Childhood Services) Regulations 2008 (or any subsequent regulations or other legislation replacing them).

## 11. **Permanent part-time early childhood teachers**

11.1 Shall include persons employed as specified in clause 8 for less than 35 hours per week, on one or more days in any week for a period longer than 2 weeks.

11.2 For the purpose of this agreement, permanent part-time early childhood teachers are deemed to be permanent employees working on a part time basis. Employment is continuous and they are entitled to all service entitlements under this agreement, provided that sick leave under clause 45, infectious diseases leave under clause 49, professional development leave under clause

52, court leave under clause 55 and redundancy compensation under clause 62 shall be calculated on a pro-rata basis.

**12. Part-year early childhood teachers**

- 12.1 Permanent part-year early childhood teachers shall include persons employed as specified in clause 8 for less than 52 weeks in the year. Holidays and leave provisions in this agreement may apply to part-year early childhood teachers on a pro-rata basis in relation to the number of weeks worked in a calendar year.
- 12.2 A part-year position may only exist in centres which operate on a reduced scale and/or are closed for a portion of the year, after consultation with the union.

**13. Short-term relievers**

A short-term reliever is a person contracted by the employer on either a fixed term or casual basis to relieve in an existing position for two consecutive weeks or less.

**14. Long-term relievers**

A long-term reliever is a person contracted to relieve in an existing position for a fixed term of more than two consecutive weeks.

**15. Management Team**

A team of senior teachers in leadership positions (the Manager and Head Kaiako of each centre) appointed to the role by the Director, and who usually carries out portfolio responsibilities given to them by the Director. The Director leads this team.

**16. Meeting licensing requirements**

Employees who are not normally required to work with children but who may be required to take on the role as early childhood teacher to meet the staff:child ratios for licensing purposes, shall be employed as early childhood teacher and be entitled to the terms and conditions of this agreement as an early childhood teacher for the period of time they are employed as such.

**17. Administrative/Clerical employees**

Any employee employed to undertake clerical and/or administrative duties.

**18. Positions of leadership**

Include Director, Manager (Fraser) and Head Kaiako (Hillcrest).

**19. Overtime**

Means work outside or in addition to the employee's ordinary hours of work either before their ordinary commencement time or after their ordinary finish time. It does not include additional hours worked by agreement on days or at times which the employee would not ordinarily work.

## **PART THREE – Salaries and Wages**

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### **20. Salary on appointment**

20.1 Employees may upon appointment be placed at any point within the appropriate upper and lower salary limits applicable to the position. Factors to be considered in deciding the actual starting rate include:

- (a) Previous relevant paid or unpaid work or experience;
- (b) Relevant qualifications for the position;
- (c) Level of responsibility required for the position;
- (d) Level of skill required for the position;
- (e) The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

### **21. Classification of employees**

21.1 For the purposes of payment for the minimum rates of pay set out under this Part, the following classifications shall apply:

- (a) **Director:** is a qualified early childhood teacher, who is the most senior early childhood teacher at the service, and who is the professional leader and has substantive responsibility for the day-to-day operation of the centres / service. From 1 July 2008 all centres/services will employ an early childhood teacher who is paid on this scale.
- (a) **Manager:** (Fraser Site) is an experienced qualified early childhood teacher who is directly responsible for the day-to-day operations of the Fraser centre including the staff.
- (b) **Team Leader:** (Fraser Site) is an experience qualified early childhood teacher who leads a team of teachers and works closely with the Manager.
- (c) **Head Kaiako:** is an experienced qualified early childhood teacher who is directly responsible for staff, whether within a single location or a location separate from their Senior Teacher/Tumuaki, and who has delegated responsibilities from their Senior Teacher/Tumuaki.
- (d) **Early Childhood Kaiako:** is an early childhood teacher engaged in the care and education of the children in the centre, including:
  - (i) **Experienced Kaiako:** "Experienced teachers are highly skilled teachers. They have a well-developed understanding of teaching and learning and provide support and assistance to teaching colleagues. They have been teaching for a minimum of five years since graduating with a recognised early childhood qualification. Experienced teachers are fully registered and would be eligible to be a second person responsible."



- (ii) **Fully Registered Kaiako:** "Fully registered teachers have taught for at least two years since graduation with a recognised early childhood qualification, attained full registration and display a high level of competence in the performance of the day-to-day teaching responsibilities. Fully registered teachers would be eligible to be a second or third person responsible."
  - (iii) **Provisionally Registered Kaiako:** "Teachers who have recently graduated with an early childhood qualification and are working on a provisional registration mentoring programme following the Teaching Council's guidelines and expectations."
- (e) **Q3+:** from 1 July 2007, Q3+ means an Early Childhood Kaiako holding a bachelor's degree together with a recognised teaching qualification (e.g. Diploma of Teaching), or a degree conjointly completed with a bachelor's degree of teaching, or an honours degree of teaching, or an advanced diploma of teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelors degree of teaching together with a level 7, 120 credit relevant specialist diploma.
- (f) **Q3:** means an Early Childhood Kaiako holding an ECE Teacher Education Degree, for example a B Ed Tchg, B Tchg Lng, B Ed Tchg Early Years; or the Diploma of Teaching ECE or its equivalent and a Bachelor's Degree in Education or Arts with a major in Māori Studies, Psychology or Education; or an Advanced Diploma of Teaching; or the Diploma of Teaching ECE or its equivalent and attested as fluent in te reo Māori with a knowledge and understanding of tikanga Māori; or a degree qualification relevant to teaching, for example Bachelor's degrees in language teaching, education technology, or educational management and leadership, in addition to a Diploma of Teaching or its equivalent.
- (g) **Q1:** means an Early Childhood Kaiako holding the Diploma of Teaching (ECE) or its equivalent and issued with a current practicing certificate by the Teaching Council of New Zealand.
- (h) **Registered:** means an Early Childhood Kaiako holding a Diploma of Teaching ECE (or its equivalent) who has been granted provisional; subject to confirmation; or full registration status and issued with a current practicing certificate by the NZ Teachers Council.
- (i) **In-training:** means an Early Childhood Kaiako, who is enrolled and participating in a teacher education programme leading to a teaching degree (ECE). Provided that an Early Childhood Kaiako who is in-training and is attested as fluent in Te reo Māori with a knowledge and understanding of tikanga Māori shall be paid on the Q1 scale. Provided that any Early Childhood Kaiako currently is being paid as in training shall continue to be paid on the in-training scale. Provided that an Early Childhood Kaiako in-training may not move from one in-training step to another without providing at the completion of each training-year evidence of continued training.

- (j) **Unqualified:** means an Early Childhood Kaiako, who holds no relevant training qualifications specified under sub-clause (h) above.
- (k) **Administrative/Clerical/Ancillary employee:** means an employee whose position involves a general range of clerical duties. The position may include centre finance, dealing with correspondence, data entry, and secretarial duties. This position does not include managerial tasks.
  - (l) **Support Person / Kaiawhina / Cleaner:** means an employee whose position involves carrying out a general range domestic duties including cleaning, preparing food and other tasks.
  - (m) **Cook:** means an employee whose role is to prepare and provide food for the tamariki at a service.

21.2 New staff employed from 1 November 2002 who hold a single qualification worth 80 licensing points or more recognised by NZQA, or a qualification grand-parented by NZQA to 100 licensing points or more, but who do not hold an early childhood teacher education qualification will be classified as unqualified unless they are in-training.

## 22. Operation of the salary scale for Early Childhood Kaiako

- 22.1 **Salary on appointment:** Kaiako with previous teaching experience and/or previous relevant work experience shall be paid at the relevant service step of the relevant qualifications group.
- 22.2 **Service recognition:** Service as a qualified Kaiako within the early childhood sector or as a qualified registered Kaiako employed in a teaching position in a state or integrated primary, special, area or secondary school shall count for salary purposes, provided that a teacher holds the benchmark qualification for ECE teaching.
- 22.3 Application shall be made by the Kaiako as soon as practicable following appointment, but in any event within 3 months of their appointment. The Kaiako shall, at the time of application, provide evidence to the satisfaction of the employer of previous relevant paid work experience before such service will be considered for recognition under this clause. Previous relevant paid work experience in a less than full-time position shall be credited, where recognised, as a proportion of full-time employment based on a 40-hour week.
- 22.4 Where service recognition is claimed for previous relevant paid work experience undertaken on a part-time basis, the evidence of such service must include the details of the hours worked. No qualified teacher covered by this agreement on 1 November 2004 shall have their service prior to this date recalculated as a result of the operation of this clause. However, these provisions will apply to unqualified and in-training teachers employed prior to this date, once they are to be paid as qualified teachers (on the unified teaching pay scale) having completed an ECE teacher education qualification and become registered.

- 22.5 Kaiako who, in accordance with clause 24 below, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes. The effective date for the improvement of qualification(s) to a higher salary group is the date of official notification from the relevant tertiary provider of achievement of qualification.
- 22.6 **Progression:** An employee's progression on the relevant pay scale will be subject to the employee applying to the Director for an increment. An employee's application will be based on the employee:
- (a) Demonstrating they have met the appropriate professional standards.
  - (b) Completing a successful appraisal with evidence of them meeting their previous year's appraisal goals.
  - (c) Documentation will be provided by the employee that gives concrete and specific evidence of their achievements and increased knowledge/skills that have become integrated into their teaching practice.
  - (d) A consistently high standard of work and the development of collaborative leadership skills will also need to be evidenced as part of this documentation.
- 22.7 Approval of pay increments will be at the Director's discretion which will not be unreasonably withheld. If an employee's pay increment is not approved an appeal may be initiated.
- 22.8 Years of service are years of employment, in the early childhood sector, as an early childhood teacher, provided further that one year's service for part-time and relieving early childhood teacher shall be calculated on a year of 1,440 working hours provided that progression on the wage scale will not occur prior to 12 calendar months.
- 22.9 **Unqualified and in-training:** Early Childhood Kaiako who move from one classification (as defined in clause 21.1 (d) to another shall be paid on the same step of the new wages schedule as they were on in their previous position or classification and continue to move through the steps as defined in clause 24.
- 22.10 **Higher duties:** Where an Early Childhood Kaiako agrees to a request to act in a higher position for one or more days s/he shall be paid on the higher scale for that distinct period. A "day" for the purposes of this clause, shall mean the period of time in one day that the Early Childhood Kaiako normally works.

### 23. **Salary and wages schedule**

- 23.1 The minimum rates of pay are set out as annual salaries (qualified staff only) or dollars per hour.

- 23.2 Short-term relievers shall be paid 8% of their ordinary rate on completion of their term of employment as their entitlement to annual holidays as per Holidays Act 2003.
- 23.3 Part-time salaries, except those for short-term relievers, shall be calculated as follows: Full-time salary ÷ 52 (weeks) ÷ 35 (hours) = part-time hourly rate (this hourly rate is inclusive of 15 hours staff meeting time per annum).

**24. Rates of pay**

- 24.1 The following rates shall apply from 31 October 2022 to 31 October 2024.
- 24.2 All salaries are based on 35 hours per week and will be pro-rated accordingly for part-time employees.
- 24.3 Employees will be paid to attend staff meetings and other events on a claim basis, up to 15 hours annually (January to December). This will be paid at each employee's ordinary hourly rate of pay. It is expected that those who are required to attend must attend unless they are sick or on leave. This includes attendance at the Creche Annual General Meeting and the annual End of Year Celebration.

**DIRECTOR**

Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
90,000	43.27	43.70	44.35

**MANAGER – FRASER**

Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
72,472	39.82	40.22	40.81

**HEAD KAIAKO**

Staffing Responsibility	Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1-4.9	62,679	34.44	34.78	35.30
5-9.9	64,343	35.35	35.70	36.23
10+	66,008	36.27	36.63	37.18

**TEAM LEADER – FRASER**

Step	Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	55,550	30.52	30.82	31.28
2	57,330	31.50	31.81	32.29

**QUALIFIED EARLY CHILDHOOD KAIAKO**

Step	Salary	Hourly	Scale	1 July – 31 Dec 1%	1 January 2023 1.5%
1	44,938	24.69		24.94	25.31
2	47,591	26.15	Q1 Maximum	26.41	26.80
3	50,244	27.61	Q2 Maximum	27.89	28.30
4	52,897	29.06	Q3 Maximum	29.35	29.79
5	55,550	30.52	Q3 + Maximum	30.83	31.28

*Note: July 2021 – Step 1 is the Ministry of Education's Attestation Rate to receive the higher funding bulk funding rate*

**IN-TRAINING - EARLY CHILDHOOD KAIAKO**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
Year 1 - In-training	\$22.50	22.73	23.06
Year 2 - In-training	\$23.25	23.48	23.83
Year 3 - In-training	\$24.00	24.24	24.60

**Minimum wage increase: 1 April 2022**

**UNQUALIFIED KAIAKO**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$22.75	22.98	23.31
2	\$23.75	23.99	24.34

**KAIAWHINA ROLE – UNQUALIFIED**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$22.50	22.73	23.06

**COOK ROLE AT FRASER - UNQUALIFIED**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$23.50	23.74	24.09

**CLEANING ROLE – UNQUALIFIED**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$21.50	21.72	22.04

**SHORT-TERM RELIEVER – EARLY CHILDHOOD KAIAKO**

*(The rates of pay are exclusive of holiday pay and sick pay)*

Scale	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
Unqualified	\$22.00	22.22	22.55
Qualified – (ECE Teacher Attested rate)	\$24.69	24.94	25.31

**ADMINISTRATION / CLERICAL EMPLOYEES**

**FINANCE ADMINISTRATOR**

Step	Salary	Hourly	1 July – 31 Dec 1%	1 January 1.5%
1	54,600	30.00	30.30	30.75
2	59,150	32.50	32.83	33.31
3	63,700	35.00	35.35	35.88

**RECEPTIONIST – ADMINISTRATIVE ASSISTANT**

<b>Step</b>	<b>Salary</b>	<b>Hourly</b>	<b>1 July – 31 Dec 1%</b>	<b>1 January 1.5%</b>
1	41,416	22.75	22.98	23.32
2	42,279	23.23	23.46	23.81
3	43,680	24.00	24.24	24.60

**25. Reduction of wages and conditions**

- 25.1 The employer shall be entitled to temporarily reduce employees' ordinary hours of work (and therefore their usual earnings) by up to 20% if Campus Creche is not able to operate at its usual capacity due to extreme circumstances, for the duration of the period that those extreme circumstances prevail.
- 25.2 "Extreme circumstances" include, but are not limited to, circumstances where Campus Creche is subject to or implements capacity restrictions, a government directive that early learning centres close as part of a pandemic response e.g. COVID lockdowns.
- 25.3 The nature, extent and duration of the reduction will be confirmed following consultation between the employer and the employee. At no stage will the employee's hourly rate of pay be reduced, only their ordinary hours (which will result in a reduction in usual earnings).

**26. Payment of wages and salary**

- 26.1 Wages and salary shall be paid weekly or fortnightly by way of direct credit to a bank account standing in the name or joint name of the employee no later than Thursday or, if the Thursday is a public holiday, the working day immediately preceding a holiday.

**27. Recovery of overpayment of wages and salary**

- 27.1 It is the responsibility of both the employer and the employee to ensure that payments are correct.
- 27.2 Where an overpayment does occur, the recovery of the overpayment shall be in a manner agreed between the employer and the employee.
- 27.3 Nothing in this clause shall prevent the employer from pursuing any other remedies available in law to recover overpayments. The employer should, however, endeavour to ensure that the employee is not caused undue hardship as a result of any such recovery.

**28. Pay slip**

- 28.1 Employees are sent an electronic pay slip each pay period.

## ***PART FOUR – Reimbursing Allowances***

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### **29. Motor vehicle running expenses**

- 29.1 Any employee who has the approval to use her/his privately owned vehicle for employment purposes or is required to relieve in another centre owned by the employer, shall be reimbursed at 79 cents per kilometre for work related travel.

### **30. Professional development expenses**

- 30.1 The employer shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences for which professional development leave is granted pursuant to clause 52 provided that travel and accommodation expenses are at the discretion of the employer.

### **31. Meal allowance**

- 31.1 An employee, who is required to work on overtime after 6.00 pm or after 1.5 hours' overtime on any Monday to Friday, or after 1.00 pm on Saturday, Sunday or a statutory holiday, shall be provided with a suitable meal by the employer or shall be given a meal allowance of \$8.50.

### **32. First aid certificate**

- 32.1 Where employees complete or renew First Aid certificates, the employer shall meet any costs reasonably incurred.

### **33. Teacher registration**

- 33.1 The employer shall reimburse the cost of initial teacher registration and of the renewal of practising certificates for all registered teachers in their employment.

## ***PART FIVE – Hours of Work***

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### **34. Positions of leadership**

- 34.1 The ordinary hours of work for the Director shall not exceed 40 per week or 8 hours per day, to be worked from Monday to Friday inclusive, plus additional time for staff meetings.
- 34.2 The ordinary hours of work for Head Kaiako shall not exceed 35 hours per week or 7 hours per day.
- 34.3 There may, however, be occasions from time to time when employees in positions of leadership are required to work overtime to fulfil the requirements of their position. As salaried employees, there is an expectation that some overtime will be necessary from time to time without additional payment for up



to 15 minutes of overtime on any one day, provided that the employee is not included in the staff:child ratio during that time.

- 34.4 Where overtime in excess of 15 minutes is required on any one day, or where the employee is required for the staff:child ratio during the overtime, an additional payment at the ordinary rate of pay will apply, as agreed between the employer and employee.
- 34.5 The salary rates set in this agreement take this expectation of occasional overtime into account and also include compensation for the employee's availability to work occasional overtime.

### **35. Qualified Kaiako**

- 35.1 The ordinary hours of work for Qualified Kaiako shall not exceed 35 per week or 7 hours per day, to be worked from Monday to Friday inclusive between the hours of 7am and 6pm, plus additional time for staff meetings.
- 35.2 There may, however, be occasions from time to time when Qualified Kaiako are required to work overtime to fulfil the requirements of their position. As salaried employees, there is an expectation that some overtime will be worked from time to time without additional payment for up to 15 minutes of overtime on any one day, provided that the employee is not included in the staff:child ratio during that time.
- 35.3 Where overtime in excess of 15minutes is required on any one day, or where the employee is required for the staff:child ratio during the overtime, an additional payment at the ordinary rate of pay will apply, as agreed between the employer and employee.
- 35.4 The salary rates set in this agreement take this expectation of occasional overtime into account and also include compensation for the employee's availability to work occasional overtime.

### **36. Other employees**

- 36.1 The ordinary hours of work shall not exceed eight per day nor be less than two per day from Monday to Friday, to be worked between the hours of 7.00 am and 6.00 pm.

### **37. Non-contact time**

- 37.1 All Qualified Kaiako are entitled to 2 hours non-contact time per week, during term to be used for centre planning and staff meetings.
- 37.2 Other non-contact time is allocated by the Head Kaiako / Manager, in consultation with the teaching team. The calculation used to work out non-contact time is:

$$N \text{ (number of enrolled tamariki)} \times 1.5 \text{ (hours per tamariki per month)} \div \text{by } 4 \text{ (weeks per month)} = \text{the monthly non-contact for the centre.}$$

N x 1.5 divided by 4

- 37.3 A Kaiako's availability to the children in cases of accident or emergency will not be diminished during non-contact time.

**38. Rest and meal breaks**

- 38.1 All hours of work shall be continuous from the time of starting each day without any breaks other than a rostered paid ten-minute morning and afternoon refreshment break daily for each employee and a rostered unpaid 30-minute lunch break daily between the hours of 11.00 a.m. and 2.30 p.m. for each employee. No employee shall be required to work longer than three hours without a refreshment break or five hours without a meal break.

**39. Additional agreed hours**

- 39.1 No employee shall be required to work other than her/his contracted hours unless s/he is willing. It is expected that no child will be left unattended.
- 39.2 The employer may offer the employee hours in addition to her/his contracted hours from time to time and will inform the employee of the applicable rate of pay at the time the offer is made.

**40. Call-backs**

- 40.1 An employee who is called back to work after having completed the day's work and having left the place of employment, or is called to work before the normal time of commencing work and does not continue working until such commencing time, shall be paid on a gate-to-gate basis at the rate of time and a half for waged staff with the call-back hours held as time off in lieu ("TOIL") for salaried staff. The minimum payment, or time in lieu, shall be equivalent to two hours ordinary time.
- 40.2 TOIL shall be taken at a time mutually agreed between the employer and employee. Where practical, TOIL should be taken in the same pay-period as the call-back was worked, otherwise as soon as possible after that.
- 40.3 Unused entitlement to TOIL will not be paid out upon termination of employment.

***PART SIX – Holidays and Leave***

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**41. Holidays and leave for casual employees**

- 41.1 The holidays and leave provisions set out under clauses 43, 44 and 49 - 57 will not apply to casual employees.
- 41.2 Casual employees' entitlement to annual holidays shall be met by the payment of annual holiday pay at the end of each period of engagement at the rate of 8% of the employee's gross earnings.

- 41.3 Casual employees will become entitled to paid sick, bereavement and family violence leave (under clauses 45 – 47) only where the employee has worked for the employer for at least an average of ten hours per week and no less than one hour in each week or 40 hours in each month for a period of six months.

#### **42. Public holidays**

- 42.1 The employee shall be entitled to the following paid public holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Easter Tuesday, the birthday of the reigning sovereign, Matariki, Labour Day, Provincial Anniversary, Waitangi Day and Anzac Day when they fall on a Monday-Friday working day.
- 42.2 The employer shall pay the employee's relevant daily pay (or average daily pay where appropriate) for the above holidays to all permanent employees performing work coming within the scope of this agreement who have been employed by the employer at any time during the fortnight ending on the day on which the holiday occurs. Except that where a permanent employee is employed part-time, they shall not be paid for any such holidays, which fall on a day of the week on which they would not otherwise work.
- 42.3 A part year early childhood teacher whose ordinary hours of work fall on a public holiday shall be paid for the number of hours usually worked on that day. For holidays that fall outside their work period but on a day normally worked during their work period, they shall be paid on a pro-rata basis calculated in relation to the number of weeks actually worked, or to be worked, in the relevant calendar year as a percentage of 52 for statutory holidays falling outside their work period on a day that they otherwise would normally have worked.
- 42.4 The provisions of the Holidays Act 2003 shall apply where an employee is required to work on any part of public holiday. Where the employee works on a public holiday, whether or not that day would otherwise be a working day for the employee, s/he will be paid the portion of his/her relevant daily pay (or average daily pay where appropriate) that relates to the time actually worked on that day, plus half that amount again (time and a half). Where the day would otherwise have been a working day for the employee, s/he will also be entitled to an alternative holiday to be paid at his/her relevant daily pay (or average daily pay where appropriate) irrespective of the number of hours that s/he worked on the public holiday.
- 42.5 Any alternative holiday to which the employee becomes entitled shall be taken at a time agreed between the parties. If the parties cannot reach agreement as to when an alternative holiday is to be taken the employer may give the employee 14 days' written notice of the requirement to take the alternative holiday.

#### **43. Annual holidays**

- 43.1 On completion of 12 months service an employee shall be entitled to annual paid leave of four working weeks. Holidays for employees with less than 12

months' service shall be calculated on a pro-rata basis or shall be paid at the rate of 8% in accordance with the provisions of this agreement.

- 43.2 For employees employed before 31 December 2019, on completion of three (3) years' service with the employer, each employee shall at the end of the third (3) year and for subsequent years, be entitled to an annual holiday of five (5) working weeks instead of four (4) working weeks.
- 43.3 For employees employed after 31 December 2019, on completion of five years' service with the employer, each employee shall at the end of the fifth year and for each subsequent year, be entitled to an annual holiday of five working weeks instead of four working weeks.
- 43.4 Time where an employee is away from work on ACC, parental leave, leave for voluntary military service, paid or unpaid sick or bereavement leave, or periods of unpaid leave provided for in this agreement will not break the employee's service for the purposes of determining their entitlement to annual holidays.
- 43.5 Annual holidays shall be taken at a time agreed by the employer and the employee. The employer shall allow employees, at least once in every year, to take at least two uninterrupted weeks of annual leave as per the Holidays Act 2003. If the employer and employee cannot reach agreement on when annual holidays are to be taken, the employer may give the employee 14 days' written notice of the requirement to take annual holidays.
- 43.6 Annual holidays will be paid in the ordinary pay cycle/s during which the holiday is taken.
- 43.7 Where the employee is sick or injured (or their partner or dependant is sick or injured) while on annual holidays, the employer may agree that the employee can take the period of sickness or injury as sick leave rather than annual leave.
- 43.8 Where the employee suffers bereavement while on annual holidays the employer shall agree that the employee can take the period of bereavement/tangihanga leave rather than annual holidays.

#### **44. Long service leave**

- 44.1 On completion of ten years' service with the employer, each employee shall be entitled to a one-off provision of one working week's long service leave in addition to their annual holiday entitlement. Long service leave shall be paid in the same manner as annual holidays.
- 44.2 Time where an employee is away from work on ACC, parental leave, leave for voluntary military service, paid or unpaid sick or bereavement leave, or periods of unpaid leave provided for in this agreement will not break the employee's service for the purposes of determining their entitlement to long service leave.

- 44.3 Employees who work part-year or part-time will be entitled to the long service leave on a pro – rata basis after 10 years of service and this will be based on the hours worked over the previous twelve-month (12) period.
- 44.4 Any employee, who resigns from their employment with the employer or for whom a fixed-term position ends (i.e. a break in service) will not have the intervening period counted towards their service for the purposes of this clause unless they commence in a new position with the employer within 3 months.
- 44.5 The timing of long service leave shall be by agreement between the employer and the employee. However, such leave shall be taken within twelve months of the entitlement falling due.
- 44.6 Untaken long service leave will not be paid out upon termination of employment.

45. **Sick leave**

- 45.1 After four week's continuous service, employees shall be entitled to sick leave of 15 working days per year, provided that part-time employees shall be entitled to sick leave calculated on a pro-rata basis according to the numbers of days worked per week to a minimum of 10 working days. This leave is inclusive of sick leave under the Holidays Act 2003.
- 45.2 An employee is entitled to use their current sick leave entitlement if the employee is sick or injured, the employee's spouse or partner is sick or injured, or a person who depends on the employee for care is sick or injured.
- 45.3 Employees employed:
- (a) before 31 July 2008 can accumulate a maximum of 62 days' sick leave in any one entitlement year;
  - (b) between 1 August 2018 and 31 December 2019 can accumulate a maximum of 40 days' sick leave in any one entitlement year; and
  - (c) after 31 December 2019 can accumulate 30 days' sick leave in any one entitlement year.
- 45.4 The employee shall produce a medical certificate or other proof of illness or injury if required to do so by the employer.
- 45.5 The employee shall notify the employer as early as possible before the employee is due to start work on a day that is intended to be taken as sick leave (paid or unpaid as the case may be).
- 45.6 Sick leave may be used for planned medical appointments such as attendance at doctor, dentist and hospital appointments.

46. **Bereavement/tangihanga leave**

- 46.1 An employee shall be granted bereavement/tangihanga leave on pay to allow a reasonable opportunity for the employee to discharge his or her

obligations and/or to pay his or her respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any members of the employee's family, or person who, because of the employee's particular cultural requirements, s/he is obliged to attend to as a part of a tangihanga or its equivalent.

This entitlement becomes due upon immediate commencement of employment at Campus Creche.

- 46.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:
- (a) The closeness of the association between the employee and the deceased;
  - (b) The responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death;
  - (c) The amount of time needed properly to discharge any responsibilities or obligations by the employee;
  - (d) Reasonable travelling time provided that the employer need not take into account total travelling time where the employee must attend a funeral overseas;
  - (e) The operational needs of the employer, including availability of a suitable reliever.
- 46.3 Any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by the Holidays Act 2003.
- 46.4 The entitlement for a bereavement on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent is five days' paid leave.
- 46.5 The minimum entitlement prescribed in the Holidays Act 2003 is three days' paid leave for a bereavement on the end of the employee's pregnancy by way of miscarriage or stillbirth or on the end of another person's pregnancy by way of miscarriage or stillbirth where:
- (a) That person is the employee's spouse or partner; or
  - (b) The employee would have been a biological parent to the child to be born; or
  - (c) The employee had undertaken to be the primary carer of the child to be born; or
  - (d) The employee's spouse or partner had undertaken to be the primary carer of the child to be born.
- 46.6 The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in 46.2 exist is one day.
- 46.7 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time

possible to make any arrangements necessary. In most cases the necessary approval will be given immediately but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay shall be granted, but as a last resort.

- 46.8 If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
- 46.9 The above provisions will not apply if the employee is on leave without pay.
- 46.10 Payment of bereavement leave will be an amount that is equivalent to the employee's relevant daily pay for each day of bereavement taken by the employee that would otherwise be a working day for the employee.

#### **47. Family violence leave**

- 47.1 After six months' continuous service, employees shall be entitled to family violence leave of ten working days per year. This leave is inclusive of the family violence leave under the Holidays Act 2003.
- 47.2 Untaken family violence leave will not carry forward and will not be paid out on termination of employment.
- 47.3 An employee may take family violence leave if s/he a person affected by family violence and will provide proof that s/he is a person affected by family violence if required to do so by the employer.

#### **48. Parental leave**

- 48.1 Parental leave will be provided in accordance with the Parental Leave and Employment Protection Act 1987.
- 48.2 Where at the expected date of delivery (due date) or date which the employee expects to assume the care of a child with a view to adoption the employee will have completed 12 months service, the employee will be entitled to:
  - (a) 26 Weeks of primary carer leave if they are the primary carer of the child;
  - (b) Two week's partner's leave if they are the partner of the child's primary carer;
  - (c) 52 weeks of extended leave (less the number of weeks taken as primary carer leave); and
  - (d) Ten days' special leave for use while they are pregnant.
- 48.3 Where at the expected date of delivery (due date) or date which the employee expects to assume the care of a child with a view to adoption the employee will have completed six months service, the employee will be entitled to:
  - (a) 26 Weeks of primary carer leave if they are the primary carer of the child;

- (b) Two week's partner's leave if they are the partner of the child's primary carer; and
  - (c) Ten days' special leave for use while they are pregnant.
- 48.4 Primary carer and extended leave may be shared with an eligible partner up to the maximum entitlement.
- 48.5 Parental leave shall be granted subject to the following conditions:
- (a) All parental leave shall be granted to the employee as leave without pay.
  - (b) An application for parental leave must be made at least one month before the employee intends to commence parental leave. Whenever practicable a longer notice period is desirable.
  - (c) The employee concerned must specify the length of time required for leave. It is the employer's responsibility to ensure that existing staff/child ratios in the centre remain the same during the period of parental leave by employing a reliever or relievers where necessary.
  - (d) If an employee on parental leave decides to resign, notice of that decision must be given at least one month before the leave period expires.
  - (e) If an employee returns to her/his employment after a period of parental leave, s/he shall maintain any service entitlements to holidays and leave as though service was unbroken, including any other service entitlement under this agreement including service entitlements under Part Three.
  - (f) An employee returning to employment after parental leave shall be entitled to return to an equivalent position, unless there is a genuine redundancy situation during the period of parental leave.
  - (g) All the parental leave provisions under this agreement shall also apply to employees employed for less than 10 hours per week, irrespective of the provisions of the Parental Leave and Employment Protection Act 1987.
  - (h) All parental leave provisions under this agreement shall also apply to employees who elect or are required to care in the role of parent or guardian for a child less than 12 months of age for whom the employee is not a natural or adoptive parent.
  - (i) Parental leave shall apply, where entitlement is established, to all employees irrespective of the employee's gender, marital status or sexual orientation and in relation to a child to be born or, on adopting a child five years or younger.



**49. Infectious diseases leave**

- 49.1 When an early childhood teacher contracts an infectious disease, as defined in the first schedule of the Health Act 1956, or has been in contact with a sufferer from an infectious disease and is prevented by direction of the Education (Early Childcare Centres) Regulations 2008 (or any subsequent legislation in place thereof) from attending work, special paid leave of up to five days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any entitlement under clauses 45 or 50.

**50. Long term sick leave**

- 50.1 An employee with 12 months or more service with the same employer, who has no sick leave entitlement left, shall be granted unpaid sick leave up to three consecutive months on production of a medical certificate from a registered medical practitioner.
- 50.2 The employer and the employee and their union representative and/or nominated support person shall explore the options available to the employee on completion of the unpaid sick leave entitlement granted under this clause. The parties will reach agreement on the appropriate option for the employee which may be an additional sick leave entitlement granted at the employer's discretion. When considering whether to grant discretionary sick leave, the employer will take into account the:
- (a) employee's length of service;
  - (b) employee's previous use of sick leave; and
  - (c) reasons for the sick leave.
- 50.3 An employee who has been on long-term sick leave shall be entitled to return to the same position and rate of pay they were employed in when long term sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced.

**51. Leave on accident compensation**

- 51.1 Any employee suffering a personal injury shall be granted leave without pay in respect of any period in which they are eligible to receive compensation for lost earnings pursuant to the provisions of the employer's worker's accident insurance policy and/or the Accident Insurance Act 1998 (on ACC) subject to:
- (a) A maximum of 12 months in cases of a work-related personal injury;
  - (b) A maximum of 3 months in other cases.
- 51.2 The employer, the employee and their union representative and/or nominated support person shall explore options available to the employee prior to the expiry of the leave without pay granted under this clause. The parties will reach agreement on the appropriate option for the employee, which may be additional leave without pay granted at the employer's discretion.

**52. Professional development leave**

- 52.1 Employees shall be granted up to seven working days per year paid professional development leave to enable them to fulfil requirements to become a registered teacher, to attend in-service courses, training courses, hui, meetings, seminars, or conferences (other than union meetings) directly related to their work and to fulfil course requirements for study directly related to their work. Permanent part-time employees shall be entitled to professional development leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of 2 days in each year.
- 52.2 Employees shall be granted a maximum of 3 days per year over and above the entitlement in clause 52.1 to attend courses where the training provider pays the cost of relievers.
- 52.3 Where an employee and the employer agree an employee may attend a meeting, conference or course, which falls on a day of the week not normally worked by the employee, the employer shall pay for the hours of attendance as agreed between the employee and the employer.

**53. Examination leave**

- 53.1 An employee shall be entitled to paid leave to sit examinations for a course or courses which the employer has agreed is/are directly related to her/his work, provided that an employee's right to professional development leave shall not be affected.
- 53.2 Unpaid examination leave may be granted to an employee to sit examinations not directly related to her/his work.

**54. Employment relations education leave**

- 54.1 The employer shall grant paid leave to employees to attend employment related education courses. If the Employment Relations Act is repealed, this clause will no longer apply and will revert to the following:

*Provided that the operational requirements of the centre can be reasonably met the employer shall grant up to 3 days paid leave in any calendar year to authorised union representatives to attend a union education course that has been officially endorsed by NZEI Te Riu Roa, who shall give the employer two weeks' notice of the date of the endorsed union education course and the name of the authorised union representative.*

**55. Court leave**

- 55.1 The employer shall grant up to five days paid leave on normal pay when an employee is required for jury service or to attend Court as a witness, provided that the employer receives evidence of summons and evidence of hours attended, and provided any fees received by the employee for their attendance are remitted to the employer.

**56. Centre representatives' leave**

- 56.1 A Centre representative, elected by the centre employees and endorsed by NZEI Te Riu Roa as a worksite representative, shall be granted up to five days' leave per year to attend to authorised union business. The centre representative may apply for such leave to be paid.
- 56.2 Centre representative/s shall be granted leave with pay to attend to matters, at work, that relate to the working conditions or employment of staff members, or any other such matters as may be agreed between the parties.

**57. Leave without pay**

- 57.1 The employer may grant leave without pay for up to one year upon application by an employee. Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements.

***PART SEVEN – Ending Employment***

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**58. Ending of fixed term employment**

- 58.1 The employment fixed term employees will end automatically upon the:
- (a) close of the specified date or period; or
  - (b) occurrence of the specified event; or
  - (c) conclusion of a specified project,
- as recorded in the employee's letter of appointment.
- 58.2 No notice of termination will be required or payable in these circumstances.
- 58.3 Fixed term employment earlier in accordance with clauses 60 – 63 of this agreement.

**59. Ending of casual employment**

- 59.1 Due to the casual nature of the employment, formal notice of termination of employment is not required and clauses 60 - 65 will not apply.
- 59.2 The employment will automatically terminate at the end of each period of engagement (and will recommence at the start of the next engagement period, if any). The service is not continuous.
- 59.3 Nothing in this agreement shall prevent the employee from being summarily dismissed for serious misconduct.

**60. Termination**

- 60.1 Notice of termination shall be provided in writing by the giving or receiving of one month's notice.

60.2 At any time during the notice period the employer may elect to pay the employee in lieu of notice.

**60.3 Abandonment of employment**

60.4 Where an employee is absent from work for more than three working days without notification to the employer, and the employer has made all reasonable efforts to contact the employee during this period, the employer may conclude that the employee has abandoned her/his employment.

60.5 Where the employer regards the employment as being abandoned, the employment will be deemed to have terminated at the end of the third day of absence by reason of abandonment.

**61. Termination on medical grounds**

61.1 In the event the employee has been absent from work for six weeks, or where the employee is otherwise partially or wholly incapacitated and unable to work as contemplated under this agreement, because of illness or injury the employer shall be entitled to require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer, at the employer's cost. In assessing the employee's fitness for work, the employer shall take into account any report provided as a result of that examination and any other medical report provided by the employee within a reasonable timeframe.

61.2 If, in the reasonable opinion of the employer, the employee is incapable of the proper performance of their duties by reason of illness or injury, the employer may terminate this agreement on medical grounds by the provision of at least two weeks' notice.

**62. Redundancy**

62.1 Redundancy means a situation where an employee's employment becomes mainly or wholly surplus to the needs of the employer, whether by a reduction in child numbers; by closure of the centre; or by any other reason.

62.2 Where the employee is to be terminated by reason of redundancy, the employer shall negotiate with the union mutually agreed redundancy arrangements. The employer shall notify the union prior to giving the employee not less than one month's notice of redundancy.

62.3 Before issuing notice of redundancy, the employer will allow time for discussion between the employer and the employee of the reasons for the possible redundancy and to determine whether there is any alternative to redundancy.

62.4 If no alternative to redundancy is arrived at, the employer shall give notice to the affected employee/s in accordance with clause 60.1 and the employer shall pay redundancy compensation, subject to clause 62.6 below, calculated as follows:

- (a) 4 weeks' pay for the first year of service with the employer; and
- (b) 2 weeks' pay for every year or part year of service with the employer thereafter, to a maximum of 24 weeks.

- 62.5 The employee will not be entitled to redundancy compensation if the employee is offered an alternative position on terms no less favourable and does not accept that offer.
- 62.6 Redundancy compensation will be paid at the employee's ordinary weekly wage or salary at the time the redundancy occurs.
- 62.7 During the period of notice the employer will give assistance in the preparation of curriculum vitae if requested and allow the affected employee reasonable paid time to attend interviews.
- 62.8 The provisions of this clause shall also apply in the event of the sale, transfer contracting out of any work of the employees covered by this agreement or in the event of the sale or transfer of ownership of all or part of the business, except where the incoming employer is a party to this agreement and/or the employee is offered employment with the incoming employer on terms and conditions no less favourable, in which case the employee shall not be entitled to any redundancy compensation on termination of employment.

**63. Instant dismissal**

- 63.1 Nothing in this agreement prevents the employer terminating the employee's employment without notice in the case of serious misconduct. Examples of serious misconduct (and misconduct) are attached at Schedule One to this agreement.

**64. Wages and salary on termination**

- 64.1 In the next usually pay run following termination of employment the employer shall pay the employee their final pay, which shall include 8% (or 10% if eligible for 5 weeks annual leave) of gross earnings in the period since the employee's last anniversary of commencement, less any pay received during leave taken in advance of entitlement.

**65. Record of service**

- 65.1 Each employee on leaving or being discharged from her/his employment shall, on request, be given within seven days a certificate in writing signed by the employer and stating the position held and the length of service.

## ***PART EIGHT – General Terms of Employment***

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**66. Policies and procedures**

- 66.1 Employees will be advised of and, where applicable, provided with a copy of or access to the Employer's policies and procedures, which employees are

expected to adhere to at all times during the employment. Failure to adhere to the employer's policies and procedures may result in disciplinary action, up to and including summary dismissal.

- 66.2 The employer will be entitled to amend, cancel or augment these policies and procedures from time to time. Employees will be advised of any changes.

**67. Health and safety**

- 67.1 The parties to the agreement are subject to the provisions of the Health and Safety at Work Act 2015 and its regulations.

- 67.2 The parties to the agreement are committed to the observance of safe working practices and to the good health and safety of all employees and those under their care and visiting the workplace.

- 67.3 The employer has the responsibility to take all reasonably practicable steps to ensure that employees are safe at work.

- 67.4 The employee has responsibilities to:

- (a) notify the employer of any hazard, incident or accident on the work premises of which s/he becomes aware as soon as practicable;
- (b) take reasonable care for their own safety at work;
- (c) ensure as far as is reasonably practicable that no action or inaction by them at work causes harm to any other person; and
- (d) follow the employer's health and safety rules and procedures at all times and comply with all reasonable instructions given by the employer in respect of health and safety.

- 67.5 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.

- 67.6 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.

**68. Medical examination**

- 68.1 The employer shall be entitled to require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer, at the employer's expense, and shall be entitled to a copy of any medical report furnished by such medical practitioner. The employer may exercise its right for the purposes of:

- (a) Determining whether the employee's employment should be terminated on medical grounds; or

- (b) Assessing the employee's fitness for work or fitness to return to work following a period of sick leave, paid or unpaid as the case may be; or
- (c) Obtaining a second opinion where the employee has provided a medical certificate or report; or
- (d) Determining whether sick leave taken by the employee is genuine.

68.2 Where the employee refuses to undergo the medical examination or allow the employer access to the results of such an examination the employer shall be entitled to act on the information available to it.

68.3 Where it has reasonable grounds to believe that, due to a medical condition, the employee may be unable to safely or effectively perform their duties, the employer reserves the right to require the employee to provide a medical clearance or other evidence of fitness for work before the employee returns to work, or to confirm that the employee is fit to remain at work. Until satisfactory proof is provided the employee shall remain out of work on sick leave, which will be unpaid sick leave where the employee has no entitlement to paid sick leave, or exhausts that entitlement.

#### **69. Stand-down period**

69.1 An employee may also be stood-down on pay in circumstances where the employer has reasonable grounds for temporarily removing the employee from the workplace, such as where there are concerns about health and safety or to allow a cooling-off period.

69.2 The employer shall not, unless there are exceptional circumstances, stand an employee down without first informing the employee about the reason for the stand-down period and allowing the employee a reasonable opportunity to make submissions to the employer about the appropriateness of a stand-down period before determining the matter.

#### **70. Working facilities**

70.1 No employer shall require any employee to lift, carry or move any load so heavy that its lifting, carriage or movement would be likely to injure her/him.

70.2 The employer shall provide a private and adult-sized toilet for use by employees employed in each centre.

70.3 The employer shall provide and maintain for the use of employees, adequate, suitable and conveniently accessible facilities for washing (including soap and clean towels, or other suitable means of cleaning and drying), and shall keep those facilities in a clean and orderly condition.

70.4 The employer shall provide and maintain, for the use of employees, adequate and suitable accommodation for clothing not worn during working hours; and

shall also provide such arrangements as are reasonably practicable for the drying of such clothing.

- 70.5 The employer shall provide and maintain for the use of employees whose work is done standing, suitable facilities for sitting, sufficient to enable them to take advantage of any opportunity for resting that may occur in the course of their employment.
- 70.6 Where a centre employs an employee for five hours or more per day the employer shall provide, maintain and keep clean a suitable place for the use of employees to rest when indisposed, during breaks and/or for eating meals.

**71. Time and salary / wages record**

- 71.1 The employer shall at all times keep a record showing in the case of each employee covered by this agreement:
- (a) The name of the employee;
  - (b) The employee's age, if under 20 years of age;
  - (c) The employee's postal address;
  - (d) The kind of work on which the employee is usually employed;
  - (e) The agreement under which the employee is employed;
  - (f) The classification or designation of the employee under the agreement according to which the employee is paid;
  - (g) The hours between which the employee is employed on each day, and the days of the employee's employment during each week;
  - (h) The wages paid to the employee each week and the method of calculation.
- 71.2 The salary/wages and time record in use for the time being, or similar document that at any time during the preceding six years was in use, shall at all times be open for inspection by an authorised representative of the union.

**72. Employee protection provision**

- 72.1 In this clause "restructuring" means either the selling, transferring or contracting out of all or part of the employer's business.
- 72.2 The purpose of this clause is to provide the employee with protection where the employee is affected by a restructuring of the employer's business.
- 72.3 Employees who are employed in one of the categories specified in Schedule 1A of the Employment Relations Act 2000 ("vulnerable employees") will have the right to elect to transfer their employment to the new employer on the same terms and conditions of employment.
- 72.4 For all other employees, the employer will negotiate with the new employer about the restructuring. The employer shall discuss at least the following with the new employer:
- (a) How the restructuring relates to the employee; and



- (b) Whether or not the employee's employment will be transferred to the new employer, and if so whether it will be on the same terms and conditions of employment; and
  - (c) Where the employee's employment is to transfer to a new employer, whether it shall be treated as continuous.
- 72.5 Where an employee is not offered employment with the new employer or does not accept an offer of employment with the new employer, the employer shall determine what entitlements and options the employee has available, if any, by referring to this agreement.

## ***PART NINE- Complaints, Competency and Discipline***

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### **73. General principles**

- 73.1 The following principles shall be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can, in the interests of the parties, be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer and the employee concerned without the need to take the matter any further. Employers and employees should, wherever appropriate, seek to resolve complaints in this manner in the first instance.
- 73.2 Questions of competence, conduct and/or discipline should be handled in a manner, which as far as possible protects the mana and dignity of the employee concerned. Employees may seek whanau, family, professional and/or union support in relation to such matters while also be mindful of any confidentiality requirements.

### **74. Discussions in a Māori context**

- 74.1 The employee must be advised of the specific matter(s) causing concern. The employee and the employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- 74.2 A Māori context and manner relates to the following:
- (a) Meetings can be held on marae;
  - (b) There is face-to-face engagement wherever possible;
  - (c) There can be whanau support for all involved; and
  - (d) Guidance and advice is often provided by kaumatua and kuia for all involved.
- 74.3 Should the employee and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf. A copy of the agreement will be placed on the employee's personal file.

74.4 This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in clause 76 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness.

74.5 The decision to withdraw from this process will be notified in writing to the other party.

## 75. **Competency**

75.1 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.

75.2 When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

- (a) The employee is advised in writing of the:
  - (i) Specific matter(s) causing concern;
  - (ii) The corrective action(s) required to address the matter(s);
  - (iii) The timeframe within which this action(s) must be undertaken, and the competency matter(s) addressed; and
  - (iv) The employees right to seek representation at any stage.
- (b) The timeframe in clause 75.2(a)(iii) 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;
- (c) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee;
- (d) A copy of any written report to the employer or to the Teachers Council made by any person or persons undertaking the evaluation shall be given to the employee;
- (e) No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both);
- (f) If the above steps (a) – (e) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee.

## 76. **Disciplinary procedures**

76.1 The employee must be advised of the right to request representation at any stage during the disciplinary process.

- 76.2 The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- 76.3 Where corrective action is required, the employee must be advised of such corrective action required to amend their conduct and given a reasonable opportunity to do so.
- 76.4 The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.

**77. Suspension**

- 77.1 If the alleged conduct is deemed sufficiently serious an employee may be either suspended with or without pay or transferred temporarily to other duties.
- 77.2 The employer shall not, unless there are exceptional circumstances, suspend the employee without first informing the employee about the nature of conduct causing concern and allowing the employee a reasonable opportunity to make submissions to the employer about the appropriateness of suspension in all of the circumstances. The employer shall take into account any submissions made by the employee before determining the matter of suspension.
- 77.3 The employer shall use its best endeavours to ensure that the period of suspension is kept to the minimum possible time consistent with ensuring that the allegations of misconduct are properly investigated, and that the employee is treated fairly at all times.
- 77.4 If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

***PART TEN– Resolving Problems***

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**78. Employment relationship problems**

- 78.1 An “Employment Relationship Problem” is a problem between employee and employer. It might be a personal grievance or a dispute about a provision in an employment agreement.
- 78.2 The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement.
- 78.3 An employee (or employer) has the right to be represented at any stage. When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation. Employers should contact an adviser/representative of choice.

## 79. **Personal grievances**

- 79.1 A personal grievance is a particular type of employment relationship problem that must be raised with the employer within 90 days of the grievance arising or coming to the notice of the employee (whichever is that later) unless the employer consents to it being raised out of time.
- 79.2 An employee may have a personal grievance where:
- (a) They have been dismissed without good reason, or the dismissal was not carried out properly.
  - (b) They have been treated unfairly.
  - (c) Their employment or a condition of their employment has been affected to their disadvantage or by an unjustified action of their employer.
  - (d) They have experienced sexual or racial harassment or have been discriminated against because of their involvement in a union or other employee organisation or have suffered duress over membership or non-membership of a union or other employee organisation.
  - (e) They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only. For ease of access these are attached at the end of this agreement as Appendix C.

- 79.3 As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion in the first instance.
- 79.4 Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.
- 79.5 If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take the matter to the Employment Relations Authority, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

## 80. **Services available**

- 80.1 To help resolve employment relationship problems, the Ministry of Business, Innovation and Employment provides:
- (a) *An Information Service*
    - (i) This is free. It is available by contacting the Ministry of Business, Innovation and Employment by phoning 0800 20 90 20 or by visiting the website at [www.employment.govt.nz](http://www.employment.govt.nz).
  - (b) *Mediation Service*

- (i) The Mediation Service is a free and independent service available through the Ministry of Innovation and Employment.
  - (ii) This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
  - (iii) Mediation is a mutual problem-solving process, with the aim of reaching an agreement, assisted by an independent third party.
  - (iv) If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
  - (v) A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and either party can be made to comply with the agreed settlement by court order.
  - (vi) If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.
- (c) *The Employment Relations Authority*
- (i) This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
  - (ii) Either the employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
  - (iii) The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation.
  - (iv) If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

80.2 More information about employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, and the resolution of such problems can be found under Parts 9 and 10 of the Employment Relations Act 2000.

## **PART ELEVEN – Union Matters**

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### **81. Union membership**

- 81.1 The employer shall notify the union in writing on the coming into force of this agreement of the name and address of each employee covered by the agreement.
- 81.2 At the request of the union the employer shall notify the union quarterly in writing of:

- (a) The name and postal address of each employee covered by this agreement; and
- (b) A list of the jobs or classifications of each employee covered by this agreement.

81.3 The employer and the union agree that all reasonable steps will be taken to ensure that employees are informed of and given the opportunity to become members of the union.

**82. Union subscription fee**

82.1 When requested by an employee, the employer shall make available to that employee, the forms provided by the union to authorise deductions of union subscriptions from wages payable to union members. On the signing of such authorisations the employer shall deduct union subscriptions from the wages of union members each pay day and remit the subscriptions to the union at monthly intervals. Employers may deduct an administration fee of no more than 2.5%.

**83. New employees**

83.1 The employer shall give each person offered employment with the employer the opportunity to join the union and be covered by the terms of this agreement.

83.2 For the first 30 days of employment, each new employee covered by the coverage clause in this agreement, will be employed on terms and conditions of employment comprising the terms and conditions in this agreement except for the union subscription fee and any additional terms mutually agreed.

83.3 The employer shall notify the union quarterly of the names of any employees who have agreed to become party to this agreement during that quarter.

**84. Centre representatives**

84.1 The employer shall be advised annually of the names of the centre representative/s, as and when, duly elected.

84.2 The employer shall make provision for a process of genuine consultation with employees and/or their centre representative/s in the development or review of any employer policy or procedure arising out of the administration or interpretation of this collective agreement, up to a maximum of a two (2) hour meeting on three (3) occasions in each year.

**85. Union notice board**

85.1 The employer shall make available notice board space in an agreed place for the display of official union notices.

**86. Union meetings**

- 86.1 NZEI Te Riu Roa may hold up to two meetings for union members during working hours per calendar year in which case payment for the first two hours of such meetings shall be made at attendees' ordinary hourly rates with subsequent hours in attendance being unpaid.
- 86.2 The employer and the union may agree to hold the meeting outside normal working hours.

**87. Right of entry**

- 87.1 In accordance with the Employment Relations Act 2000, a representative of the union shall be entitled to enter a workplace, at all reasonable times, for purposes related to the employment of its members and to union business. The representative will exercise this right in a reasonable way, having regard to the normal operations of the workplace and will comply with any reasonable procedures and requirements relating to health and safety or security.

**88. Term of agreement**

- 88.1 The term for this agreement being for two years – 31 October 2022 – 31 October 2024

As agreed by the signatories:

\_\_\_\_\_  
**Campus Creche Trust**  
(for the employer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**NZEI Representative**  
(as the representative of the employees)

\_\_\_\_\_  
Date

## **Appendix One – Examples of Misconduct and Serious Misconduct**

### **Serious Misconduct**

Serious misconduct is conduct which fundamentally compromises the employer's trust and confidence in an employee and for which instant dismissal may be warranted.

Examples of conduct that the employer considers to be serious misconduct are:

- a. Failure to uphold the services policies and procedures.
- b. Not adhering to the Early Childhood Regulations and other legislation that concern Early Childhood.
- c. Not upholding the *Teaching Council Our Code Our standards*.
- d. Handling tamariki inappropriately – putting their safety at risk (specific examples are in the Child Protection Policy).
- e. Bringing and/or consuming intoxicating liquor on the services premises without the express consent of the Director.
- f. Bringing and/or consuming or otherwise using illegal drugs or mind changing chemicals on Creche's premises.
- g. Wilful damage to Creche's property, including maintaining and looking after Creche's equipment and resources.
- h. The unauthorised removal or possession of Creche or another employee's property – theft.
- i. Unexplained absence from work.
- j. Behaving in a deliberately manipulative manner.
- k. Dishonesty or dishonest conduct.
- l. Disrespecting colleagues or the Creche community.
- m. Not acting with integrity.
- n. Failure to comply with safety rules or procedures, including reporting accidents and incidents.
- o. Being in the workplace knowingly unable to perform your duties effectively and/or safely whether because of illness, injury, medication, alcohol, fatigue or any other temporary condition that affects your behaviour.
- p. Bullying or harassment or discriminatory conduct.
- q. Verbal abuse of any person.
- r. Physical violence against any person.
- s. Falsification of records or concealing of such (including *Staff Hour Count & Timesheet*).
- t. Fraud or wilful breach of trust.
- u. Gross or habitual neglect of duties.
- v. Conduct that could damage Campus Creche's reputation.
- w. Unauthorised or careless use or disclosure of confidential information



- x. If a prospective employee or a present employee is convicted of a criminal offence including assault, child molestation, theft, burglary, murder or rape etc. their employment at Creche will be terminated.

### **Misconduct**

Misconduct will usually lead to disciplinary procedures under the collective employment agreement being implemented.

Examples of conduct that the employer considers to be misconduct are:

- a. Smoking within Creche grounds. (Smoking is prohibited inside or outside Creche property and the University of Waikato and Fraser High School grounds at all times).
- b. Failure to complete Creche Staff Counts and / or time sheets.
- c. Careless or indifferent performance of duties.
- d. Being discourteous, impolite or rude to other employees, parents, whanau, tamariki or visitors.
- e. Failure to comply with any housekeeping requirements as stipulated from time to time.
- f. Persistent lateness.
- g. Misuse of work time.
- h. Poor timekeeping.
- i. Offensive language in the workplace.
- j. Disruptive behaviour or being argumentative.
- k. Failure to carry out your job description.
- l. Such other matters as the employer may advise from time to time.

# Campus Creche Terms of Settlement for Campus Creche Collective Agreement

## Term of Contract:

The term of the employment agreement will be for two years, from Monday, 31 October 2022 until 31 October 2024.

## Pay and Renumeration:

- All Campus Creche employees will receive a 2.5% pay increase over the term of the agreement. A 1% pay increase effective from 1 July 2022 and a 1.5% increase from 1 January 2023.
- Pay Rates are outlined in the tables below.

### DIRECTOR

Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
90,000	43.27	43.70	44.35

### MANAGER – FRASER

Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
72,472	39.82	40.22	40.81

### HEAD KAIAKO

Staffing Responsibility	Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1-4.9	62,679	34.44	34.78	35.30
5-9.9	64,343	35.35	35.70	36.23
10+	66,008	36.27	36.63	37.18

**TEAM LEADER – FRASER**

Step	Salary	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	55,550	30.52	30.82	31.28
2	57,330	31.50	31.81	32.29

**QUALIFIED EARLY CHILDHOOD KAIAKO**

Step	Salary	Hourly	Scale	1 July – 31 Dec 1%	1 January 2023 1.5%
1	44,938	24.69		24.94	25.31
2	47,591	26.15	Q1 Maximum	26.41	26.80
3	50,244	27.61	Q2 Maximum	27.89	28.30
4	52,897	29.06	Q3 Maximum	29.35	29.79
5	55,550	30.52	Q3 + Maximum	30.83	31.28

*Note: July 2021 – Step 1 is the Ministry of Education's Attestation Rate to receive the higher funding bulk funding rate*

**IN-TRAINING - EARLY CHILDHOOD KAIAKO**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
Year 1 - In- training	\$22.50	22.73	23.06
Year 2 - In- training	\$23.25	23.48	23.83
Year 3 - In- training	\$24.00	24.24	24.60

**Minimum wage increase: 1 April 2022**

**UNQUALIFIED KAIAKO**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$22.75	22.98	23.31
2	\$23.75	23.99	24.34

**KAIAWHINA ROLE – UNQUALIFIED**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$22.50	22.73	23.06

**COOK ROLE AT FRASER - UNQUALIFIED**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$23.50	23.74	24.09

**CLEANING ROLE – UNQUALIFIED**

Step	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
1	\$21.50	21.72	22.04

**SHORT-TERM RELIEVER – EARLY CHILDHOOD KAIAKO**

*(The rates of pay are exclusive of holiday pay and sick pay)*

Scale	Hourly	1 July – 31 Dec 1%	1 January 2023 1.5%
Unqualified	\$22.00	22.22	22.55
Qualified – (ECE Teacher Attested rate)	\$24.69	24.94	25.31

**ADMINISTRATION / CLERICAL EMPLOYEES**

**FINANCE ADMINISTRATOR**

Step	Salary	Hourly	1 July – 31 Dec 1%	1 January 1.5%
1	54,600	30.00	30.30	30.75
2	59,150	32.50	32.83	33.31
3	63,700	35.00	35.35	35.88

**RECEPTIONIST – ADMINISTRATIVE ASSISTANT**

<b>Step</b>	<b>Salary</b>	<b>Hourly</b>	<b>1 July – 31 Dec 1%</b>	<b>1 January 1.5%</b>
1	41,416	22.75	22.98	23.32
2	42,279	23.23	23.46	23.81
3	43,680	24.00	24.24	24.60

- Paid up NZEI members will receive a one-off payment of \$165.00 which equates to 3 months payment for NZEI membership.
- Employees will be paid to attend staff meetings and other events on a claim basis, up to 15 hours annually (January to December). This will be paid at each employee's ordinary hourly rate of pay. It is expected that those who are required to attend must attend unless they are sick or on leave. This includes attendance at the Creche Annual General Meeting and the annual End of Year Celebration.

**Sick Leave:**

Sick leave has been increased by three (3) extra days per annum. Total entitlement of sick leave for fulltime permanent staff will be fifteen (15) days. All other conditions pertaining to taking domestic leave (which forms part of the sick leave allocation) remains the same.

Individual employees will be allocated the extra three (3) days sick leave at the time of their next anniversary date, after 1 July 2022.

**Bereavement Leave:**

Bereavement Leave is granted to an employee after their first day of service being employed at Campus Creche.

Clause 46.5 to read: that in the circumstance of the death of the employee's spouse, partner, parent, child, brother or sister, grandparent, grandchild or spouse's or partners parent, the entitlement to take bereavement leave is five (5) days.