

**SURREY PARK EARLY LEARNING  
CENTRE INCORPORATED  
COLLECTIVE EMPLOYMENT AGREEMENT**

**2 July 2019 – 31 July 2022**

**NZEI TE RIU ROA**  
NEW ZEALAND EDUCATIONAL INSTITUTE

*Te Wai Pounamu*

## **This Collective Employment Agreement:**

- \*\* Applies to teachers/Kaiako/NZEI Te Riu Roa Members employed by Surrey Park Early Learning Centre Inc.
- \*\* Is a legally binding and enforceable Collective Employment Agreement.
- \*\* Specifies minimum pay rates and conditions.

<b>Part Number</b>	<b>Title</b>	<b>Page</b>
1.	Parties	5
2.	Coverage	5
3.	Terms of Agreement	5
4.	Definitions	5
5.	Classification	7
6.	Wages	10
7.	Progression	13
8.	Hours of Work	15
9.	Overtime	17
10.	Call-Backs	18
11.	Terms of Employment	18
12.	Holidays	19
13.	Sick and Related Leave	21
14.	Special Leave	25
15.	Reimbursing Allowances	29
16.	Tutor Teacher Allowance and Practicing Certificate/Registration Costs	30
17.	Relievers	30
18.	Staff Meetings	31
19.	Centre Representative	31
20.	Employment Relations Education Leave	32
21.	Right of Entry	33
22.	Health and Safety	33
23.	Employee Protection	35
24.	Redundancy	37

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25.	Working Facilities	37
26.	Wages and Time Records	38
27.	Union Notice Board	39
28.	Record of Service	39
29.	Reduction of Wages and Conditions	39
30.	Sexual Harassment	39
31.	Union Membership	40
32.	Stop Work Meetings	40
33.	Complaints, Competency and Discipline	40
34.	Variations	44
Schedule	List of Notifiable Diseases	45
Appendix 1	Personal Grievances/Disputes	47
Appendix 2	Memorandum of Understanding	49
Terms of Settlement		

## **PART 1.**

### **Parties**

This Collective Employment Agreement (CEA) is made in accordance with the Employment Relations Act 2000 and is made between and is binding on, the following parties:

- I. Surrey Park Early Learning Centre Inc. (hereafter referred to as SPELC Inc.) and
- II. NZEI Te Riu Roa Incorporated.

## **PART 2.**

### **Coverage**

- a) The following employees shall be covered by this Collective Agreement:

All employees employed by SPELC Inc. in any capacity in relation to the provision of supervision, care, and education of children in any Centre owned/managed by SPELC Inc. and who is or becomes a member of NZEI Te Riu Roa.

- b) New employees shall be employed on the terms and conditions of this Collective Agreement for the first thirty (30) days of their employment and shall be provided with details about the NZEI Te Riu Roa.
- c) Pay increases in this Agreement only apply to NZEI Te Riu Roa members; employees who are not members of NZEI Te Riu Roa are not covered by this Agreement and will not automatically receive these increases.

## **PART 3.**

### **Term of Agreement**

This agreement shall come into force on 2 July 2019 and shall continue in force until 31<sup>st</sup> July 2022.

## **PART 4.**

### **Definitions**

- a) **Early Childhood teachers/kaiako shall include persons employed:**
  - I. Substantially in any capacity in relation to supervision, care, and education of preschool children in SPELC Inc.
  - II. The term "teacher/kaiako" when used in this CEA means "certificated early childhood teacher/kaiako"

**b) Permanent part-time teachers/kaiako:**

- I. A part-year teacher/kaiako is one whose engagement is for a longer period than 2 weeks and whose ordinary hours of employment are less than those normally worked by full time teachers/kaiako in the center and for no more than 35 hours.
- II. A part time teacher/Kaiako may be employed regularly on one or more days in any week.
- III. Part time teacher/kaiako shall be paid not less than the appropriate hourly rate for the hours worked.
- IV. A part time teacher/kaiako, part of whose ordinary hours of work fall on a day prescribed by this CEA as a holiday, shall be allowed such holiday and paid for the number of hours usually worked by her/him on that day.
- V. The provisions of this clause shall not be used for the purpose of reducing the hours of work of any teacher/kaiako.
- VI. For this purpose of the CEA, part time teacher/kaiako are deemed to be permanent and employment is continuous, and they are entitled to all service entitlements under this CEA provided that sick and domestic leave shall be calculated on a pro rata basis to a minimum of 5 days per year.

**c) Part-year teachers/kaiako:**

- I. A part-year teacher/kaiako is one whose annual engagement is less than 52 weeks.
- II. For the purposes of this CEA, part-year teachers/kaiako are deemed to be permanent, employment is continuous, and they are entitled to all service entitlements under this CEA; provided that annual, sick and domestic leave shall be calculated on a pro rata basis in relation to the number of weeks actually worked in the calendar year as a percentage of 52.
- III. Part-year teachers/kaiako whose normal work period includes a statutory holiday shall be paid for the usual number of hours worked on that holiday.
- IV. Part-year teachers/kaiako are entitled to be paid on a pro rata basis calculated in relation to the numbers of weeks actually worked in the calendar year as a percentage of 52 for all statutory holidays specified under subclause a) of Part 12 which fall outside their normal work period but on a day usually worked.

- V. A new part-year position may only be created when SPELC Inc. operated on a reduced scale and/or is closed for a portion of the year, after consultation with the Union.

d) **Short-term and long-term relievers:**

- I. *Short-term reliever* – means a person contracted by the employer to relieve an existing position for two weeks or less. The term of relieving shall be agreed at the time the short-term reliever is contracted. Part 12 b), Part 13 a), b), c) and Part 8 b) i shall not apply to short term relievers. Instead, the short-term reliever shall be paid an amount equal to 8 percent of the ordinary pay for time worked by the teacher/kaiako.
- II. *Long term reliever* – means a person contracted by the employer to relieve an existing position for more than two weeks and who has not agreed with the employer to be contracted as a short-term reliever. Long-term relievers shall have the same leave entitlements and conditions as full and part-time teachers/kaiako adjusted pro rata to the length of the term of relieving. The term of relieving shall be agreed at the time the long-term relivers is contracted.

**PART 5.**

**Classification**

**Classification of teachers/kaiako:**

For the purposes of payment of the minimum rates of pay set out in Part 6 of this Agreement, the following classifications shall apply:

- I. **Head Teacher:** A qualified EC teacher who will oversee and support teachers, team leaders and assistant head teachers in their roles and who has delegated responsibilities from the director in aspects of, but not limited to, curriculum and programming, personnel, appraisal and registrations, health and safety in the effective daily operation of the Centre.
- II. **Assistant Head Teacher:** A qualified EC teacher who will oversee and support the team leaders in their role, take a leadership role in curriculum and

programming, registration, bicultural practice, self-review, and increased administration duties as delegated by the Director and Head Teacher.

- III. **Early Childhood Teacher/Kaiako:** is a certificated teacher/kaiako engaged in the care and education of the children in the Centre.
- IV. **Team Leader/Senior Teacher:** Where a teacher is designated as a Team Leader/Senior Teacher with responsibilities of supervision of other staff and of programmes for children, an additional allowance of \$92.50 per week shall be paid to that Teacher. The designation shall be for a minimum period of 13 weeks and shall not apply to the Assistant Head Teacher or Head Teacher position. In the event that the current designated Team Leader is on leave for a period of more than 5 consecutive days they shall not receive the allowance for the period of leave. However, an alternative staff member shall be designated Team Leader in their absence and shall be paid the allowance for the time during which they relieve in the position.
- V. **Q1:** means a certificated Early Childhood Teacher/Kaiako that holds a Diploma of Teaching (Early Childhood Education) or any other qualification obtained in New Zealand or overseas deemed by the New Zealand Qualifications Authority to be equivalent to the Diploma of Teaching (ECE).
- VI. **Q2:** means a certificated Early Childhood Teacher/Kaiako that holds, in addition to the Q1 qualification, a Higher Diploma of Education, two thirds of a bachelor's degree in Education, or two thirds of a bachelor's degree in Arts with an Education, Māori or Psychology Major.
- VII. **Q3:** means a teacher holding –
- A recognized ECE 3-year teaching degree
  - The advanced Diploma of Teaching ECE
  - Diploma of Teaching ECE or its equivalent and attested\* as fluent in te Reo with a leadership knowledge and understanding of Tikanga Māori or holds an advanced Diploma of Teaching in Māori or a recognized degree in Māori.

*\*Attestation process is to be determined by Māori and recognized by the parties of this Agreement.*



- VIII. **Q3+:** means a certificated early childhood teacher/kaiako who holds a bachelor's degree together with a recognized teaching qualification (e.g., Diploma of Teaching), or a degressed 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 bachelor's degree of teaching together with a level 7, 120 credit relevant specialist diploma.
- IX. **In training** means a teacher/kaiako that is enrolled and participating in a teacher education programme leading to a Diploma of Teaching (ECE) or a teaching degree (ECE).
- X. **Untrained ECE:** means a teacher/kaiako that holds no relevant ECE training qualification specified.
- XI. **Tutor Teacher:** means a tutor teacher who is an early childhood teacher who is a fully certificated teacher in the Centre's employ, and who is designated as being responsible for providing an advice and guidance programme to a provisionally certificated teacher working towards full registration. The responsibilities of the tutor teacher include assisting the provisionally certificated teacher to meet the registration requirements, a tutor teacher may be responsible for more than one provisionally certificated teacher concurrently, within reason, but shall only receive one payment of the allowance.
- XII. **Certificated:** means an early childhood teacher/kaiako holding a diploma of teaching ECE (or its equivalent) that has been granted provisional; subject to confirmation or full registration status and issued with a current practicing certificate by the Education Council. For clarification, except in exceptional circumstances, (for example an unavoidable error that delays a teacher's registration or renewal of a practicing certificate through no fault of their own) a teacher who is employed whilst uncertificated or without a current practicing certificate is not deemed to be a qualified ECE teacher for the purposes of this agreement until they gain certificated status.

## PART 6.

### Wages

- a) The minimum rate of wages payable to teachers/kaiako covered by this CEA is set out in the schedule below.
- b) The steps as set out under paragraph (d) below are the years of service. Years of service are continuous years of employment as an early childhood teacher/kaiako as defined in (a), (b) and (c) of Part 4 without a break of more than five years, provided, further, that one year's service shall be calculated for part-time teachers/kaiako on a year of 1440 working hours and for a part year teacher on a year's of 1645 hours. Provided that no teacher/kaiako shall be entitled to an increment before twelve months have been served on the previous step.

Teachers/kaiako begins on the minimum step of the relevant classification and progress to the maximum step of the relevant classification via annual increments subject to competent performance as per Part 7.

- c) Teachers/kaiako who move from one classification to another (i.e. from one training classification to another) shall be placed on the step of the new classification which has an hourly rate immediately higher than their previous hourly rate.
- d) The minimum rates of pay for teacher/kaiako are set out below in dollars per hour.
- e) Transition from the current pay scale in the Collective Agreement dated 4<sup>th</sup> December 2017 to 1st July 2018 to the new pay scale and steps negotiated for the duration of this collective agreement will occur on the 14<sup>th</sup> of December 2020, all NZEI Te Ria Roa members will transition over to the step indicated on the following transition table on this date.

**NOTE: During the first 12 months of this agreement from 15<sup>th</sup> December 2020 – 15<sup>th</sup> December 2021, progression on this scale is frozen. This means that all employees shall remain on the step they transitioned to on the 14<sup>th</sup> December 2020. From the 15<sup>th</sup> December 2021 all employees covered by this agreement will then revert to progressing through the steps on the anniversary of their employment with SPELC Inc.**

The exemption to this freeze is where an employee is promoted to a role with a higher grade during the timeframe 14<sup>th</sup> December 2020 – 15<sup>th</sup> December 2021.

Any negotiated pay increases will not be automatically passed on to employees who are not NZEI Te Ria Roa members, as per Part 2 c).

## Salary Scales

From the ratification of this agreement the following salary changes take effect.

- This includes increases to the min wage to \$17.70 @ 1 April 2017 & \$18.90 @ 1 April 2020.
- The negotiated increase of 1.50% will be added to all printed & paid rates.
- on 3<sup>rd</sup> November 2016. The new rates will be effective from 14<sup>th</sup> December 2020.
- An additional 2.3% will be added to steps 8, 11 & 12 (on the old scale, new steps 5,10 &12) to reflect there has been no increase to these steps since the beginning of bargaining.
- Increase to the attestation (beginning) rate for Teachers/kaiako to a min of \$49,862 @ 1 July 2020.
- Four new steps are included to even out the \$ value of progression through the pay scale between steps.

Steps 3/11/16	Rates effective 3/11/16	Quals	New steps effective 14 <sup>th</sup> December 2020	Rates effective 14 <sup>th</sup> December 2020	Qualification Entry & Min
1-5 Merged into new step 1	17.89	Q1 E	1	23.97	Q1, Q2, Q3 E
	19.25	Q2 E			
	21.12				
	21.75	Q3 E			
	22.67	Q3+ E			
6	24.52		2	24.88	Q3+ E
7	25.78		3	26.16	
			4	26.95 (new)	
8	26.30	Q1 Max	5	27.76	
9	28.20	Q2 Max	6	28.68	
			7	29.54 (new)	
10	30.20		8	30.66	Q1 & Q2 Max
			9	31.89 (new)	
11	31.86	Q3 Max	10	33.08	
			11	34.07 (new)	Q3 Max
12	33.51	Q3+ Max	12	34.75	Q3+ Max

Steps @3/11/16	Rates effective 14 <sup>th</sup> December 2020	Qualification Entry & Min
1	23.97	Q1, Q2, Q3 E
2	24.88	Q3+ E
3	26.16	
4	26.95	
5	27.76	
6	28.68	
7	29.54	
8	30.66	Q1 & Q2 Max
9	31.89	
10	33.08	
11	34.07	Q3 Max
12	34.75	Q3+ Max

<b>EC Teacher In Training</b>			
<b>Steps</b>	<b>Rates effective 3/11/16</b>	<b>Rates effective 14<sup>th</sup> December 2020</b>	
1	15.91	\$20.40	in Training 1 <sup>st</sup> Year
2	16.72	\$20.80	in Training 2 <sup>nd</sup> Year
3	17.55	\$21.22	in Training 3 <sup>rd</sup> Year
4	17.90		

<b>Uncertificated relievers (new scale)</b>	
<b>Steps</b>	<b>Rates effective 14<sup>th</sup> December 2020</b>
1	20.20
2	20.40
3	20.80

<b>Support Staff (any uncertificated staff other than relievers)</b>		
<b>Steps</b>	<b>Rates effective 3/11/16</b>	<b>Rates effective 14<sup>th</sup> December 2020</b>
1	15.25	20.20
2	16.08	20.40
3	16.90	20.80
4	17.75	
5	18.10	

<b>Assistant Head Teacher - Rates</b>			
<b>Steps</b>	<b>Rates effective 3/11/16</b>	<b>Rates effective 14<sup>th</sup> December 2020</b>	<b>Qualifications</b>
1	33.18	34.44	Q1 Entry
2	33.66	35.47	
3	34.60	36.53	Q3/Q3+ Entry/Q1 Max
4	35.35	37.63	
5	35.81	38.75	
6	36.52	39.91	Q3/Q3+ max

<b>Head Teacher - Rates</b>			
<b>Steps</b>	<b>Rates effective 3/11 /16</b>	<b>Rates effective 14<sup>th</sup> December 2020</b>	<b>Qualifications</b>
1	35.51	38.75	Q1 Entry
2	36.43	39.91	
3	37.34	41.10	Q3/Q3+ E/ Q1 Max
4	37.68	42.33	
5	40.81	43.60	
6	41.62	44.91	Q3/Q3+ Max

f) **Acting in a higher position:**

Where a childcare teacher is required to carry out the duties of a Team Leader in their absence for 5 or more consecutive days, they shall be paid the Team Leader allowance; and, where an Assistant Head Teacher or a Team Leader is required to carry out the duties of an Assistant Head Teacher or Head Teacher for 5 or more consecutive days, he / she will be paid at the rate pertaining to the first step of the position they are acting in, or the next step higher than their current rate.

**PART 7.**

**Progression**

a) For each teacher to progress annually from one step to the next, they must provide ongoing evidence of meeting the relevant Education Council Professional standards.

**b) Deferred Progression**

- i. Where a teacher/kaiako has not met the appropriate professional standards throughout the assessment period the employer may defer salary progression.
- ii. Where progression has been deferred, the employer shall determine a timeframe (in consultation with the teacher/kaiako) within which the teacher/kaiako shall have the opportunity to demonstrate the improved performance required to meet the appropriate standards.
- iii. If it is agreed that the teacher/kaiako has demonstrated within this timeframe that they are meeting the appropriate standards, they will progress to the next step from the date of this second assessment. This date will become the teacher/kaiako's new anniversary date for the purposes of pay progression.
- iv. Where a teacher/kaiako is unable to attain the standards within the specified timeframe, the teacher/kaiako will be required to undergo competency procedures as set out in Part 32.

**c) Local Review Process**

- i. Where a teacher/kaiako disagrees with the employer's decision to defer their salary increment under the provisions of Part 7 (b) the teacher/kaiako may, within 14 days of being notified of the deferral, seek a review of that decision by notifying the employer in writing. The teacher/kaiako may be represented during the process.
- ii. A reviewer shall be a person nominated by the employer and acceptable to the teacher/kaiako. The reviewer should not be someone connected with the original decision to defer progression. In the event that agreement cannot be reached on a reviewer within a ten-week period the employer shall determine who the reviewer will be.
- iii. The reviewer will give the teacher/kaiako and the employer fair and equal opportunity to make representations.
- iv. The reviewer shall make recommendations to the employer within 30 days of receiving the teacher/kaiako's application for review.
- v. The employer shall make a final decision within 14 days of receiving the recommendation.
- vi. The teacher/kaiako shall have access to the information about him/herself provided to the employer by the reviewer.
- vii. Nothing in this clause prevents the teacher/kaiako from taking a personal grievance in accordance with this agreement.
- viii. A copy of any written report by the employer to the Education Council will be given to the employee.

**PART 8.**

**Hours of Work**

**a) Hours of work**

- i. 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 7am and 6pm. There is an expectation that teacher/kaiako's will work their weekly hours within these times.

*The roster can be in a continual state of change due to varying circumstances. It is managements undertaking to give as much notice of change to the roster/s as possible, but this cannot always be achieved. Staff are expected to let the office know if any proposed change does not suit them so that alternative changes can be made wherever possible.*

- ii. All hours of work shall be continuous from time of starting each day without any breaks, other than those prescribed for meals and refreshment.
- iii. Subject to the provisions of (vi) of this part, one hour daily shall be allowed for lunch between the hours of 11.00am and 2.30pm. The hours between which the lunch break shall be taken may be varied by agreement between the employer and the teacher/kaiako's; and the union as the teacher's/kaiako's authorised representative.
- iv. By mutual agreement with the employer and the individual teacher/kaiako concerned and the union or teacher's/kaiako's authorised representative, the lunch hour may be reduced to not less than 30 minutes
- v. The employer shall supply tea, coffee, milk, sugar, and hot water free of charge during meal and refreshment breaks. The employer shall endeavour to ensure that refreshment breaks are uninterrupted.
- vi. All teacher/kaiako will be entitled to refreshment and meal breaks as per the following table.

Minimum rest and meal break for employees		
Length of employee's work period	Minimum number of rest and/or meal breaks	If the employer and employee cannot agree to the timing of breaks, an employer must provide breaks at the following times, so far as is reasonable and practicable
2.00 – 4.00 hours	1 x 10-minute paid rest break	In the middle of the work period
4.01 – 6.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break	One-third of the way through the work period Two-thirds of the way through the work period
6.01 – 10.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break	Halfway between the start of work and the meal break In the middle of the work period Halfway between the meal break and the finish of the work period
10.01 – 12.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break  1 x 10-minute paid rest break	Halfway between the start of work and the meal break In the middle of the first 8 hours of work Halfway between the meal break and the end of the first 8 hours of work Halfway between the end of the first 8 hours of work and the end of the work period
NOTE: SPELC Inc. Management will provide 15 minutes for the paid breaks to allow time to get to and from the Staffroom.		

**b) Non-contact time**

- i. All early childhood teachers/kaiako (except short term relievers as defined in Part (d)(i) who shall not be expected to carry out non-contact duties, are entitled to 10% of the total ordinary hours for which they are employed each week to be worked as non-contact time (rounded to the nearest half hour). Such time may be accumulated to a maximum of five hours.
- ii. Non-child-contact duties may include such work as, administration, planning, shopping, parent contact, preparation of activities, etc. The teacher's/kaiako's availability to the children in cases of accident or emergency will not be diminished during this period.
- iii. All teachers with responsibility for profile, review, and reflection documentation, who have been unable to take their non-contact time, are entitled to a maximum of 2.5 hours paid time, over and above the normal rostered hours to enable the documentation requirements to be carried out at the Centre. Special circumstances should be discussed with the Director so alternative options can be arranged.



- iv. Where an early childhood teacher/kaiako is required in an emergency to work in excess of eight child contact hours per day overtime shall apply as in Part 9.
- v. An assistant head teacher shall be entitled to 10 hours non-contact time per week — pro rata on part time hours.
- vi. A Head Teacher shall be entitled to three days non-contact time per week.

## **PART 9.**

### **Overtime**

- a) All time worked in one day outside or in excess of the hours set down in subclauses (a) of Part 8 shall be deemed to be overtime.
- b) Overtime shall be calculated on a daily basis and shall be paid at the following rates:  
Time and one half for the first three hours and double time thereafter except that double time shall be paid for all overtime worked as follows:
  - i. After 10.00pm and before 6.00am.
  - ii. After midday Saturday and before 6.00am Monday
  - iii. On a holiday specified in sub clause (a) of Part 12.
- c) For the purposes of calculating overtime, the amount of time so worked shall be rounded up in all cases to half hour units.
- d) Teachers/kaiako employed on overtime after 6.00pm (or after one and a half hours whichever is the earlier) on any day and/or working day after 1.00pm on Saturday, Sunday or a holiday specified in sub clause (a) of Part 12\*, shall be provided with a suitable meal by the employer or shall be reimbursed up to \$7.11 for the cost of a meal.

## **PART 10.**

### **Call-backs**

A teacher/kaiako 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 time and a half. The minimum payment shall be equivalent to two hours ordinary time.

## **PART 11.**

### **Terms of Employment**

#### **a) Termination:**

The employment and notice of termination shall be monthly.

#### **b) Payment of Wages:**

All wages shall be paid within working hours weekly, or fortnightly where the teacher/kaiako and employer agree, not later than Thursday. When pay day falls on a holiday, payment of wages shall be made not later than the working day immediately preceding the holiday. Teachers/kaiako shall be paid forthwith upon discharge. Where the employment is terminated by the teacher/kaiako, payment of all monies due shall be made not later than on the expiration of notice.

#### **c) Recovery of overpayment of wages:**

In the event of an overpayment of wages to any employee, the employer may recover the amount of overpayment provided the teacher/kaiako has been notified in writing of:

- i. The intention to recover an overpayment.
- ii. The amount to be recovered.
- iii. One week's notice of intended recovery.
- iv. An amount agreed to be repaid on a weekly basis for a period of four consecutive pay periods.
- v. No recovery of an overpayment may occur under this sub clause where more than one month as elapsed since the overpayment occurred.

d) **Payslip:**

A payslip shall be supplied whenever the take-home pay of the employee changes or at the request of the individual employee.

e) **Abandonment of employment:**

Where a teacher/kaiako absents herself/himself from work for more than three working days without notification to the employer, she/he shall be deemed to have terminated her/his service without notice. Provided, that it shall be the duty of the employer to make all reasonable efforts to contact the employee during this period. Provided, further, that where the teacher/kaiako was unable through no fault to her/his own to notify the employer, she/he shall not be deemed to have abandoned her/his employment. In the event of any dispute, the teacher/kaiako may pursue a personal grievance in accordance with Appendix 1 of this CEA.

f) **Forfeiture:**

Provided that the teacher/kaiako shall be paid for all work done up to the date of termination, where employment is terminated by either party without notice and without good cause either two weeks or one month (as may apply in the terms of employment) wages shall be paid or forfeited in lieu of notice. This shall not prevent the employer from summarily dismissing an employee for serious misconduct.

g) Subject to the provisions of sub clause (f) of this part regarding summary dismissal for serious misconduct, no teacher/kaiako shall be dismissed other than in accordance with the procedures set down in Part 33 of this agreement.

**PART 12.**

**Holidays**

a) **Public holidays:**

i. The following paid holidays shall apply to employees covered by this agreement: as Christmas Day, Boxing Day, New Year's Day, 2<sup>nd</sup> day of January, Good Friday, Easter Monday, Labour Day, Anzac Day, the birthday of the reigning Sovereign, Waitangi Day, and the provisional Anniversary Day.

ii. Where an employee is required by their employer to work on a public holiday, they shall be entitled to be paid in accordance with s.50 of the Holidays Act 2003.

b) **Annual Holidays:**

- i. Every teacher/kaiako upon completion of 12 months' service shall become entitled to an annual paid holiday of four (4) working weeks, paid on the basis of the teacher's/kaiako average weekly taxable earnings. For teachers/kaiako with less than 12 months' service, leave owing shall be calculated in the appropriate proportion.
- ii. On completion of three years' current continuous service within the Centre, each teacher/kaiako shall at the commencement of the fourth year and for subsequent years be entitled to an annual holiday of five (5) working weeks instead of four (4) working weeks.
- iii. On completion of ten years' service (i.e. at the start of the eleventh year) in the Centre each teacher/kaiako shall be entitled to a one off additional one weeks long service leave pro rata based on usual hours worked. The timing of the leave shall be by agreement between employer and employee however such leave shall be taken within twelve months of the entitlement falling due.

In addition, in the twelfth and subsequent years the entitlement will be increased from 25 annual leave days (5 weeks) per year to 26 annual leave days (5 weeks and 1 day) per year.

- iv. In the interests of staff health and well-being, staff are encouraged to make use of their leave entitlements in the year of entitlement. For special one-off holiday requirements, application may be made to the Governance Committee to anticipate or defer annual leave, preferably with at least one month's notice given. Such decision is entirely at the employer's discretion, but such decision will not be unreasonably withheld.
- v. Of the leave entitlement, one working week shall be available at times other than when the Centre may shut down over the Christmas period. Such leave is to be taken at a time agreed to by the employer and the teacher/kaiako.
- vi. Employees with less than one year's service at the date the Centre closes at Christmas shall be paid holiday pay as provided in the Holidays Act 2003. The employment anniversary date for the purpose of determining future holiday

entitlements shall then be deemed to be the date the Centre closed for the initial closedown.

c) **Annual Leave:**

- i. Annual leave, at periods other than at shut down periods, may be redesignated sick leave on the production of a medical certificate.
- ii. Annual leave shall be redesignated bereavement leave on the death of a teacher's/kaiako relative as defined in clause 14 (a).

**PART 13.**

**Sick and related leave**

a) **Sick Leave:**

- i. After two weeks continuous service at the Centre, the teacher/kaiako shall be entitled to sick leave of fifteen (15) days per year, inclusive of the current statutory minimum pertaining to the Leave and Holidays Act 2003, calculated at the rate of the teacher's/kaiako's ordinary pay, according to the number of hours normally worked on the days of absence and accruing from the commencement date of employment.
- ii. Sick leave shall accumulate up to 30 days by carrying forward from one year to another any unused sick leave of up to 12 days.
- iii. **Wellbeing days – NZEI Te Riu Roa Members only clause.**  
Where an NZEI Te Riu Roa member covered by this Collective Agreement has exhausted their sick leave entitlement for the year and has no accumulated sick leave available, a further 3 days will be granted for times of sickness, illness or where that member requires time off to reduce stress.
- iv. Sick leave shall not be paid in respect of any public or other holiday for which the teacher/kaiako is entitled to full pay and such a holiday shall not be regarded as sick leave.
- v. If the period of absence on sick leave exceeds three days, the teacher/kaiako may be required to produce a medical certificate signed by a medical practitioner.

- vi. Sick leave may be extended beyond this at the employer's discretion.
- vii. Sick leave also covers the following **domestic** situations:

Teachers/kaiako shall be entitled to sick leave where the teacher/kaiako must stay at home, in the case of illness or emergency to attend a spouse or dependent. This leave shall be granted and offset against sick leave entitlements under paragraph (i) of sub clause (a) of this Part.

For the avoidance of doubt, the employee's family/whanau shall include the employees' spouse or partner, a dependent child or a dependent parent of the employee or of the employees' spouse or partner, or any relative or person who is demonstrated to have a dependency on the employee.

b) **Infectious Diseases:**

When a teacher/kaiako contracts an infectious disease or has been in contact with a sufferer from an infectious disease as defined in the First Schedule of the Health Amendment Act 1982 and is prevented by direction of the Education (Early Childcare Centres) Regulations 1990 (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 and such leave shall not be offset against any entitlements under subclasses (a) or (c) of this clause. A list of infectious diseases can be found in Schedule 2.

c) **Domestic violence leave (to be referred to as Family leave)**

An employee affected by domestic/family violence or who has in their care, a child who has been affected by domestic/family violence will be granted up to 10 days paid leave per year by way of support to the employee. This leave is in addition to other leave entitlements contained in this agreement and can be carried on to the following year.

The employee can also ask for a short-term flexible working arrangement for up to 2 months.

NOTE: To help protect the employee any leave granted under this clause will show on pay records as Family leave.

d) **Leave on Accident Compensation:**

- i. Where a teacher/kaiako is on accident compensation, the employer shall grant leave without pay for the period of Accident Compensation Corporation payments up to three months, except that in the case of a work-related accident such leave shall be extended for the duration of the Accident Compensation Corporation payment in lieu of wages to a maximum of 12 months. Where the teacher/kaiako does not intend to resume employment she/he shall advise the employer at the earliest possible opportunity.
- ii. If the employee is unable to resume work following such leave and the employer is unwilling or unable to extend the leave, then one month's notice shall be given in accordance with Part 11 (a).

e) **Health and Safety:**

Where a teacher's/kaiako's health and safety are shown to be at risk through the course of her/his duties, the employer shall in consultation with the appropriate health and safety authorities, take such steps as necessary to provide protection for the teacher/kaiako.

f) **Long Term Sick Leave:**

- i. A teacher/kaiako with 12 months' or more service at the Centre who has no unused sick leave entitlement left and who requires leave from her/his employment for reasons such as serious illness, hospitalisation or recuperation, shall be granted unpaid sick leave of up to three consecutive months in any one year. Any period of such leave exceeding three consecutive months may be granted at the discretion of the employer.
- ii. An employer shall require application for such leave to be accompanied by a medical certificate signed by a medical practitioner. The medical certificate shall indicate the anticipated period of leave.
- iii. The teacher/kaiako concerned must specify the estimated 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 long-term sick leave by employing a reliever, or relievers, where necessary.
- iv. Should the teacher/kaiako require further leave or decide to resign, notice of this requirement or decision must be given to the employer at least two weeks before the original leave period expires.
- v. When a teacher/kaiako returns to work after a period of long term sick leave she/he shall be entitled to return to the same position in which she/he was employed when the leave commenced and shall maintain any service entitlement accrued before her/his leave commenced.



**PART 14.**

**Special Leave**

a) **Bereavement Leave:**

A teacher/kaiako shall be entitled to up to three days' leave without loss of pay on each occasion of the death of the teacher's/kaiako's spouse, partner, father, mother, brother, sister, child, mother or father-in-law, grandparent, grandchild, provided that the leave may be extended at the discretion of the employer and provided, further, that at the discretion of the employer, leave may be applied in the case of a near relative or close friend not specified herein. Provided that the various family relationship term used above include step and de facto relationships.

b) **Parental Leave:**

A teacher/kaiako with 12 months' service at the time of commencing leave is to be granted parenting leave up to 12 months as the teacher/kaiako requires. Parental leave shall be granted subject to the following conditions:

- i. Parental leave shall be granted to the teacher/kaiako as leave without pay.
- ii. An application for parental leave must be made at least one month before the teacher/kaiako intends to commence parental leave.
- iii. The teacher/kaiako 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.
- iv. If a teacher/kaiako on parental leave decides to resign, notice of that decision must be given at least three weeks before the leave period expires.
- v. If a teacher/kaiako returns to her/his employment after a break in service for parental purposes, she/he shall maintain any service entitlements to sick leave and service pay accrued before her/his service was broken, or any other service entitlement under this CEA including service entitlement under Part 6 Wages.

- vi. A teacher/kaiako returning to employment after parental leave shall be entitled to return to an equivalent position in the same Centre, or where the teacher/kaiako and employer agree to another Centre operated by the same employer.
- vii. All the parental leave provisions under subclause (b) of this Part shall also apply to teachers/kaiako employed for less than 15 hours per week.
- viii. All parental leave provisions under subclause (b) of this clause shall also apply to teachers/kaiako who elect or are required to care in the role of parent or guardian for a child under 12 months of age for whom the teacher/kaiako is not a natural or adoptive parent.
- ix. Parental leave shall apply also to teachers/kaiako male and female on adopting a child under the age of five years.

**c) Partners Leave:**

Two weeks unpaid leave shall be provided where a teacher/kaiako wishes to remain at home for the purposes of any of the following:

- i. Being present at the birth of her/his partner's child.
- ii. To provide support for her/his partner and/or child in the immediate post-natal period.

Provided that the provisions in this clause shall also apply in the case of adoption from the date the child is under the care of the teacher's/kaiako's partner.

(NOTE — Subclauses (b) and (c) above shall be read in the light of the Parental Leave and Employment Protection Act 1987 and any further amendments).

**d) Professional Development Leave:**

On application teacher's/kaiako shall be granted a minimum of six working days per year paid study leave to enable them to attend in-service courses, training courses, meetings or conferences (other than union meetings, seminars, training courses and/or conferences) relevant to their work. Upon application by either employer or employee, further days may be negotiated to meet staff and Centre needs.

**e) Leave Without Pay:**

An employer may grant leave without pay for up to one year upon application by a teacher/kaiako. Periods of leave without pay for more than one month would not normally be granted to teachers/kaiako with less than one year's continuous service. Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements.

**f) Examination Leave:**

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.

Unpaid examination leave may be granted to an employee to sit examinations not directly related to her/his work.

**g) Court Leave:**

Where the employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the court and the employee's ordinary daily pay shall be made up by the Employer provided: that the employee produces the court expenses voucher to the Employer; and that the Employee returns to work immediately on any day he/she is not actually serving on a jury.

The employer shall not be obliged to make payments under this clause for more than 5 working days in total in any one calendar year.

**h) First Aid Certificate:**

Where Teachers complete or renew their First Aid Certificates the employer shall meet any costs incurred. Where the employee is not available on the day of the course provided by the employer, and any substitute day does not fit in with the employee roster and the teacher's certificate lapses, the teacher will be responsible for the cost between the first aid refresher course and the full comprehensive course costs for becoming certified again. This does not apply if the employee was unable to maintain certification through no fault of their own and they have discussed the reasons with the Director.

**i) Upgrading Qualifications Leave:**

- i. In-service upgrading training leave: The employer shall pay course fees to a maximum of \$500 per employee per year should a teacher/kaiako enrol in a recognised in-service course for the purpose of upgrading her/his qualification to reach equivalence to the Diploma of Teaching (ECE) or Degree (ECE) and may pay course fees for post graduate study up to a maximum of \$500 per employee per year, provided that the employer has the right to claim reimbursement of the full fee if the employee does not complete course requirements.
- ii. Long term leave for upgrading training: Should a teacher/kaiako enrol in a recognised course for the purpose of upgrading her/his qualification to reach equivalence to the Diploma of Teaching (ECE) or Degree (ECE) or Postgraduate qualification (ECE) that requires her/him to take leave from the Centre of more than 10 consecutive days and up to 12 months the employer may grant her/him unpaid leave for the duration of that course.

**j) Teacher Registration:**

- i. Teachers undergoing the teacher registration process to gain full registration shall be allowed paid leave equivalent to 4 days per annum to fulfil registration requirements.
- ii. Teacher registration supervisors shall be paid a minimum of 1 hour per teacher per month at ordinary rates. The Assistant Head Teacher and Head Teacher will not be eligible for this allowance.

**PART 15.**

**Reimbursing allowances**

**a) Motor Vehicle Running Expenses:**

- i. Any teacher/kaiako who has approval and uses her/his car for Centre purposes including taking children on trips, shall be re-imbursed at the current rate prescribed by the IRD.
- ii. In the event of a teacher/kaiako being required by her/his employer to work or relieve in an establishment other than the one in which she/he is usually employed, the employer shall pay such teacher's/kaiako's additional travelling expenses incurred in connection with such employment.

**b) Clothing Reimbursement:**

A reimbursement of \$8.00 per week worked pro rata shall be paid to each teacher/kaiako as reimbursement for clothing purchased.

**c) Study Leave Expenses:**

Employers may reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences for which study leave is granted pursuant to subclause (d) of Part 14.

**PART 16.**

**Tutor Teacher Allowance and registration/practicing certificate costs**

The employer shall ensure that an advice and guidance programme, including paid release time, is available to each tutor teacher and each teacher working towards full registration in their employment.

An allowance will be paid to each tutor teacher responsible for overseeing the advice and guidance programme at the rate of \$600 per annum. The Assistant Head Teacher and Head Teacher will not be eligible for this allowance.

Only one tutor teacher may be designated as having overall responsibility for tutoring any provisionally certificated teacher at any one time but may be supported by other tutor teachers in the delivery of the advice and guidance programme. The designation of tutor teacher shall be for no more than one calendar year on each occasion and where the provisionally certificated teacher is employed for part of a year the allowance shall be paid to the tutor teacher for that part of the year only.

The employer shall reimburse the cost of initial teacher registration and of successful renewal of the practicing certificate for teachers provided they have submitted the required documentation within the required time frame. Provided however, if the employee through no fault of their own was unable to meet the required time frame the employer may still reimburse the costs of the registration if they can show that they have consistently asked for their evidence to be checked by the supervising teacher during the three-year period immediately preceding the renewal date.

**PART 17.**

**Relievers**

In the absence of any staff member, it is the employer's responsibility to obtain a suitable reliever, if required, in order to maintain the existing staff/child ratios.

## **PART 18.**

### **Staff Meetings**

- a) Where staff are required to attend staff meetings outside or in excess of the hours set down in subclause (a) of Part 8, overtime shall apply.
- b) Notwithstanding the provisions in subclause (a) above, where part-time teachers/kaiako attend staff meetings outside their normal hours but within the hours set down in subclause (a) of Part 8, normal hourly rates shall be paid.
- c) There shall be entitlement of a minimum of three hours for every calendar month that the Centre is open per staff member for use for staff meeting time. Upon application by either employer or employee further hours may be negotiated to meet staff and Centre needs.

#### **d) Planning Time**

Every teacher/kaiako shall be entitled to paid time of at least 12 hours per year at ordinary rates of pay, used in blocks of at least 1 hour for the purposes of, for example, planning and preparation, collective staff development and training, reviewing charters and management plans, preparing and/or accessing resources etc provided that on such days, the Centre shall not be forced to close. Should any meetings need to be held outside normal working hours as a consequence of this entitlement, such meetings shall be decided by mutual agreement of the staff and the employer and the appropriate overtime rates shall be paid. Planning time does not count towards overtime entitlement. The total planning time will be pro rata for part time employees.

## **PART 19**

### **Centre Representative**

- a) The employer shall give recognition to a teacher/kaiako who is elected by the teachers/kaiako and endorsed by the union executive as a Centre representative.
- b) The Centre representative shall be entitled to Employment Relations Leave as per Part 20 of this agreement.

- c) The employer will provide an opportunity for the Centre representative to contact new staff as part of an orientation process to discuss NZEI Te Riu Roa membership.
- d) The employer recognises that the Centre representative may from time to time undertake their responsibilities at work, such as assisting a fellow employee or participating in collective bargaining. Arrangements will be agreed between the Centre representative and their employer and both parties will balance the Centre representative's primary responsibility as an employee with their responsibilities as a Centre representative.
- e) The employer shall allow the Centre representative to use the daily update (written notices) as a mechanism to inform members of current union issues.

**PART 20**

**Employment Relations Education Leave**

Employment Relations education Leave of up to 5 days per year shall be available to Union members as follows:

Full-time equivalent employees as at the specified eligible date in a year	Maximum number days employment relations education leave that union entitled to allocate
1 - 5	3
6 - 50	5
51 -280	1 day for every 8 full-time equivalent eligible ft employees or part of that number then 35 days plus 5 days for every 100 equivalent eligible employees or part of that number that exceeds 280



## **PART 21**

### **Right of Entry**

The Union or authorised representative of any teacher/kaiako shall be entitled to enter at all reasonable times upon the premises to interview any teachers/kaiako or to collect any fees or other charges payable to that Union or authorised representative by any teacher/kaiako but not so as to interfere unreasonably with the employee's duties.

## **PART 22**

### **Health and Safety**

The employee agrees to familiarise themselves with all emergency procedures adopted by the employer, on their first day of employment and to follow these procedures in the event that such procedures are actioned.

Both the employer and employee shall observe and practice the requirements of the Health and Safety at Work Act 2015 and any subsequent health and safety legislation promulgated and the Employer's Health and Safety Policy.

The Employee will ensure they have read and are familiar with the employer's Health and Safety Policy. The Health and Safety Policy forms part of the Employee's terms and conditions of employment and any breach of the Health and Safety Policy will be considered a breach of this agreement and may be subject to disciplinary action.

The Employee will:

- i. Take all practicable steps to ensure their own safety and that of all others while at work.
- ii. Not leave any work or any place of work in an unsafe condition that may cause injury to themselves or any other person.
- iii. Report all work related accidents by the employee to the employer as soon as practicable on the day on which the accident occurs. Failure to do this may result in the employer not accepting the accident occurred at work.

- iv. Notify the employer as soon as practicable on the first day of absence caused by injury. When possible, the Employee will indicate the nature of the injury and the expected duration of the Employee's absence.
- v. Notify the Employer within one working day of filing any work-related claim with ACC.
- vi. Provide the Employer with a copy of the form by which application is made to ACC and copies of such other documentary evidence and medical certificates as are provided to or by ACC from time to time relating to the Employee's continued eligibility for earnings related compensation, in addition to any other information as may be required in accordance with this agreement.
- vii. Notify the employer immediately after they become aware that they may be suffering the effects of work-related stress.
- viii. Notify the employer immediately of any significant change to their work duties, place of work or work environment, in particular, where such a change may, or is likely to have an impact on the Employee's health.

Where the employee is suffering from an injury as a result of a work-related accident the employer may, at its sole discretion, request the employee to return to work to undertake such alternative duties (either on a full time or part time basis) as are available and are within the employee's capabilities and level of fitness as determined after consultation with the employee and a medial practitioner.

The employee and employer will work together to take any necessary steps to reduce or remove the effects of such work-related stress.

## PART 23

### Employee Protection

- a) In the event of restructuring the employer will give the affected employees and NZEI notice of:
- i. The proposed changes
  - ii. The new employer
  - iii. Whether the new employer intends to take on the affected employees, and if so, the conditions of transfer offered.
  - iv. Any arrangements required for when and how the offers of employment are to be made and the procedures of acceptance.
- b) If an employee is offered and accepts a position with the new employer on the same, or at least no less favourable terms and conditions of employment, he/she will not be deemed to be redundant for the purposes of Part 24.
- c) If an employee is offered and declines a position with the new employer on the same, or at least no less favourable terms and conditions of employment, he/she will not be deemed to be redundant for the purposes of Part 24.
- d) If an employee is not offered employment by the new employer, he/she will be deemed redundant for the purposes of Part 24.
- e) If an employee is offered and declines a position of lesser terms and conditions, he/she will be deemed redundant for the purposes of Part 24.
- f) If an employee is offered and accepts a position of lesser terms and conditions with the new employer, he/she will not be deemed redundant.

g) **Changes to Operating Model**

**Principles of Change**

The parties bound by this agreement recognise and agree that:

- i. Change may be brought about by changes in the operating environment of the Early Childhood Education sector, changing community needs, or by the organisation looking for ways by which improvement to quality and delivery of service may be achieved.
- ii. In order to achieve quality early childhood education, the needs and interests of employees, children, families/whanau, community and the employer must all be considered.
- iii. There are positive ways in which the process of change can be approached and utilised to the benefit of all. Planning, prior to and during change is recognised as an important part of any managed approach.
- iv. The employer has the right to plan, manage, organise, and finally decide on the operation of the Centre/service. However, effective, and successful changes to the organisation benefit from the involvement of employees. This includes timely and appropriate consultation.
- v.

**Consultation**

Where the employer wishes to consider changes to the operation of the Centre/service, including but not limited to licence type, hours of operation or staffing structure they will provide employees with a genuine opportunity to be involved. The employer will consult with affected and potentially affected employees prior to making any final decision about change. The employees may seek the involvement of NZEI Te Riu Roa. Where the proposed change will or is likely to, affect the employee's employment and/or conditions of employment, the employer must consult with NZEI Te Riu Roa as per the requirements of section 4 (4) (c) of the Employment Relations Act 2000.

**PART 24.**

**Redundancy**

- a) Where the services of a permanent teacher/kaiako or teachers/kaiako are no longer required on grounds of redundancy whether by closure or by other reason, the employer shall, at least one month prior to issuing notice of termination, advise any affected teacher(s)/kaiako and shall notify the Union prior to notifying the teacher(s)/kaiako.
- b) The period of notice is to allow time for discussion between the employer and the teacher(s)/kaiako of the reasons for the possible redundancy and to determine whether there is any alternative to redundancy.
- c) If no alternative is arrived at, the employer shall give notice to the affected teacher(s)/kaiako in accordance with Part II (a) and the employer shall pay redundancy pay calculated as follows:
  - i. four weeks' pay
- d) During the period of notice the employer will give assistance in the preparation of curriculum vitae if requested and allow the affected teacher(s)/kaiako reasonable paid time to attend interviews.

**PART 25.**

**Working Facilities**

- a) The employer shall not require any teacher/kaiako to lift carry or move any load so heavy that lifting, carriage or movement would be likely to injure her/him.
- b) The employer shall provide a private and adult-sized toilet for use by teachers/kaiako employed in each Centre.
- c) The employer shall provide and maintain for the use of teachers/kaiako, 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.
- d) The employer shall provide and maintain for the use of teachers/kaiako, 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.

- e) The employer shall provide and maintain for the use of teachers/kaiako 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.
- f) Where the maximum number of teachers/kaiako employed at any one time in a Centre is usually more than six, the employer shall provide, maintain and keep clean a suitable space for the use of teachers/kaiako to rest when indisposed during breaks and/or eating meals.

## **PART 26.**

### **Wages and Time Records**

- a) The employer shall at all times keep a record (called the wages and time record) showing in the case of each teacher/kaiako covered by this agreement.
  - i. The name of the teacher/kaiako.
  - ii. The teacher's/kaiako's postal address.
  - iii. The kind of work on which the teacher/kaiako is usually employed.
  - iv. The CEA under which the teacher/kaiako is employed.
  - v. The classification of designation of the teacher/kaiako under the CEA according to which the teacher/kaiako is paid.
  - vi. The hours between which the teacher/kaiako is employed on each day and the days of the teacher's/kaiako's employment during the week.
  - vii. The wages paid to the teacher/kaiako each week and the method of calculation.
  - viii. Such other particulars as are prescribed.
- b) The 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 the employee or her/his authorised representative.
- c) With the consent of the teacher/kaiako such wages and time record shall be available for inspection by an authorised representative or officer of the Union.

**PART 27.**

**Union Notice Board**

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

**PART 28.**

**Record of Service**

Each teacher/kaiako 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 29.**

**Reduction of Wages and Conditions**

No teacher/kaiako coming within the scope of this CEA shall have her/his wages or salary or conditions reduced by reason of the operation of this CEA.

**PART 30.**

**Sexual Harassment**

- a) The parties to this CEA agree that sexual harassment in the workplace is unacceptable and that the employer will discourage such harassment.
- b) The personal grievance procedure outlined in Appendix 1 of this CEA is an alternative to and is not in addition to the right to make a complaint under the Human Rights Act 1993.

## **PART 31.**

### **Union Membership**

The employer shall deduct union subscriptions from the wages of union members upon their request each pay day and remit the subscriptions to the Union at monthly intervals.

## **PART 32.**

### **Stop Work Meetings**

The Union may hold up to two meetings for Union members during working hours per calendar year. In which case, payment for two hours per meeting shall be made at ordinary hourly rates. Provided that the employer and the Union may agree to hold the meeting outside normal working hours.

## **PART 33.**

### **Complaints, Competency and Discipline**

#### **a) General**

The following principles should be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer and the teacher/kaiako concerned without the need to take the matter any further and this should be the method used in the first instance.

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 NZEI Te Riu Roa support in relation to such matters and should always be advised of their right to do so.



## **b) Competency**

Where there are matters of competency which are causing concern in respect of any teacher/kaiako, the employer shall put in place appropriate assistance and personal guidance to assist that teacher/kaiako. Where this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken.

- i. The teacher/kaiako should be reminded of their right to representation.
- ii. The teacher/kaiako must be advised in writing of the specific matter(s) causing concern and of the corrective action required and the timeframe allowed. This timeframe should be determined by the employer in discussion with the teacher/kaiako and should be relevant to the matters causing concern.
- iii. The process and results of any evaluation are to be recorded in writing, sighted and signed by the teacher/kaiako.
- iv. A copy of any report made by the employer to any management committee or to the NZ Teaching Council shall be given to the teacher/kaiako.
- v. No action shall be taken on a report until the teacher/kaiako has had a reasonable time to comment in writing or orally or both.
- vi. If the above steps fail to resolve the matter(s) of concern, the employer may where justified, dismiss the teacher/kaiako without the need to follow the discipline procedures below.

## **c) Discipline**

- i. The teacher/kaiako must be advised of the right to request representative at any stage.
- ii. 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 enquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.

- iii. The employee must be advised of any corrective action required to amend their conduct and be given a reasonable opportunity to do so.
- iv. The process and any disciplinary action are to be recorded, sighted and signed by the employee and placed on their personal file.
- v. Should there be a period of six months or more after a prior disciplinary procedure has been completed, a further complaint against a teacher/kaiako shall be deemed to be her/ his first offence against the disciplinary procedure.
- vi. Disciplinary Procedures:

**Where an employer has a complaint(s) regarding a teacher's/kaiako's conduct of duties, treatment of a child or any other matter the employer shall:**

- Investigate forthwith the facts of the complaint(s) including discussing the complaint(s) with the teacher/kaiako concerned.
- Immediately advise the teacher/kaiako in writing of the particulars of the complaint(s).
- Advise the teacher/kaiako in writing that the disciplinary procedure in the CEA is being followed.

**After allowing one month for the situation to be resolved, where the employer has reason to believe there have been further instances of the complaint(s), the employer shall:**

- Advise the teacher/kaiako in writing of the particulars of the repeated incident.
- Allow the teacher/kaiako sufficient time to contact a Union or authorised representative to discuss the allegations made.
- Meet with the teacher/kaiako and a Union or authorised representative to discuss the complaint(s) and give proper consideration to the teacher's/kaiako's side of the story and/or any explanation made.

- Advise the teacher/kaiako that her/his employment is at risk, if appropriate.

**After and within a one-month period where the employer has reason to believe there have been further instances of the complaint(s)\* the teacher/kaiako shall be liable to dismissal. Where a dismissal occurs, the employer will advise the Union or authorised representative.**

**Should there be a period of six months or more after a prior disciplinary procedure has been completed, a further complaint against a teacher/kaiako shall be deemed to be her/his first offence under the disciplinary procedure.**

d) Suspension

- i. If the alleged conduct is deemed sufficiently serious a teacher/kaiako may be either suspended with pay or transferred temporarily to other duties.
- ii. The employer shall not, unless there are exceptional circumstances, suspend the teacher/ kaiako without first allowing them a reasonable opportunity to make submissions to the employer about the alleged misconduct and the appropriateness of suspension.

e) Instant Dismissal:

Nothing in these clauses prevents instant dismissal without notice in the case of serious misconduct.

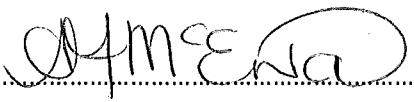
**PART 34.**

**Variations**


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

**One off payment**

For the term of this agreement, an employee who is a current NZEI Te Riu Roa member as at gratification will be granted one paid day off in recognition of the length of time it has taken to conclude bargaining. This day is to be taken at a mutually agreeable time between management and the member and before the 15<sup>th</sup> December 2021.

  
.....  
Authorised Representative for  
NZEI Te Riu Roa Member

Ainslie Forbes-McEwan 16/6/21  
Field Officer  
NZEI Te Riu Roa

  
.....  
Authorised Representative for Employer

Avril Dalzell 16/6/2021  
Centre Director  
SPELC Inc.

## SCHEDULE 1

Diseases Notifiable in New Zealand (include suspected cases) \*

**Note: Correct as at 9 April 2021. Refer to [www.health.govt.nz](http://www.health.govt.nz) for latest updated information**

List of diseases notifiable by health practitioners and laboratories to the Medical Officer of Health

Diseases Notifiable in New Zealand (include suspected cases)\*

### Notifiable Infectious Diseases Under the Health Act 1956

#### Section A – Infectious Diseases Notifiable to a Medical Officer of Health and Local Authority

Acute gastroenteritis **	Campylobacteriosis
Cholera	Cryptosporidiosis
Giardiasis	Hepatitis A
Legionellosis	Listeriosis
Meningoencephalitis – primary amoebic	Salmonellosis
Shigellosis	Typhoid and paratyphoid fever
Yersiniosis	

#### Section B – Infectious Diseases Notifiable to Medical Officer of Health

Anthrax	Arboviral diseases
Brucellosis	COVID-19
Creutzfeldt-Jakob disease (CJD) and other spongiform encephalopathies	<i>Cronobacter</i> species
Diphtheria	Haemophilus influenzae b
Hepatitis B	Hepatitis C
Hepatitis (viral) not otherwise specified	Hydatid disease
Highly Pathogenic Avian Influenza (including HPAI subtype H5N1)	Invasive pneumococcal disease
Leprosy	Leptospirosis
Malaria	Measles
Middle East Respiratory Syndrome (MERS)	Mumps
<i>Neisseria meningitidis</i> invasive disease	Non-seasonal influenza (capable of being transmitted between human beings)
Novel coronavirus capable of causing severe respiratory illness	Pertussis
Plague	Poliomyelitis
Q fever	Rabies and other lyssaviruses
Rheumatic fever	Rickettsial diseases
Rubella	Severe Acute Respiratory Syndrome (SARS)
Tetanus	Tuberculosis (all forms)
Verotoxin-producing or Shiga toxin-producing <i>Escherichia coli</i>	Viral haemorrhagic fevers
Yellow fever	

#### Section C- Infectious Diseases Notifiable to Medical Officer of Health without Identifying Information of Patient or Deceased Person

Acquired Immunodeficiency Syndrome (AIDS)  
Gonorrhoeal infection  
Human Immunodeficiency Virus (HIV) infection  
Syphilis

**Diseases Notifiable to Medical Officer of Health (Other than Notifiable Infectious Diseases)**

*Notifiable to the Medical Officer of Health*

Cysticercosis  
Decompression sickness  
Lead absorption equal to or in excess of 0.24µ mol/l (5µg/dl)\*\*\*  
Poisoning arising from chemical contamination of the environment  
Taeniasis  
Trichinosis

\* During times of increased incidence health practitioners may be requested to report, with informed consent, to their local medical officer of health cases of communicable diseases not on this list.

\*\* Not every case of acute gastroenteritis is necessarily notifiable, only those where there is a suspected common source or from a person in a high risk category (for example, a food handler, an early childhood service worker) or single cases of chemical, bacterial, or toxic food poisoning such as botulism, toxic shellfish poisoning (any type) and disease caused by verotoxin or Shiga toxin-producing *Escherichia coli*.

\*\*\* Where occupational exposure is suspected, please also notify the agency responsible for workplace health and safety through the notifiable occupational diseases system.

## APPENDIX I

### Personal Grievances - Ngā whakamau e pā ana

#### Disputes Procedures - Ngā hātepe wenewene

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

- (a) The following is a plain language explanation of the employment relationship problem resolution services.

#### What is an employment relationship problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

- (b) Resolving an employment relationship problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it must first be raised with the employer within 90 days — Personal Grievances are explained further below).

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.

- (c) Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising. An employee must have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly;
- They have been treated unfairly;
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer;
- 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;
- 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 B.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion. Either party can refer a personal grievance to the Employment Relations Service of the Department of Labour for mediation assistance, or to the Employment Relations Authority. 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 a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding,

- (d) Services Available

To help resolve employment relationship problems, the Department of Labour provides:

- An information service

This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 800 863. The Department's Employment Relations Service Internet address is [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz) and can be contacted by e-mail at [info@ers.dol.govt.nz](mailto:info@ers.dol.govt.nz)

- Mediation Service

The Mediation Service is a free and independent service available through the Department of Labour. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships. Mediation is a mutual problem-solving process, with the aim of reaching an agreement, assisted by an independent third party. If the parties can't reach a settlement, they can ask the mediator, in writing, to make a final and binding decision. 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. If the problem is unresolved through mediation, either party may apply to have the matter dealt with by the Employment Relations Authority.

- The Employment Relations Authority

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. Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms. The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. 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.

Note: All employment relationship problems, including personal grievances and any disputes about the interpretation or application of this agreement, must be resolved under Parts 9 and 10 of the Employment Relations Act 2000.

In the event of a dispute about the interpretation application or operation of this agreement, the dispute procedures outlined in the Second Schedule of the Employment Contracts Act 1991 shall be followed.



**Surrey Park ELC Collective Employment Agreement**

**TERMS OF SETTLEMENT 2020  
14<sup>th</sup> December 2020.**

**CHANGES TO THE COLLECTIVE AGREEMENT:**

**Part 3  
Term of the agreement**

This Agreement shall commence on 2 July 2019 and shall expire on 31 July 2022.

**Part 5  
Classification  
(iv) Team Leader / Senior Teacher**

Where a teacher is designated as a Team Leader/Senior Teacher with responsibilities of supervision of other staff and of programmes for children, an additional allowance of \$92.50 per week shall be paid to that teacher.....

**Part 6  
Wages**

(b)  
The steps as set out under paragraph (d) below are the years of service. Years of service are continuous years of employment as an early childhood teacher/kalako as defined in (a), (b) and (c) of Part 4 without a break of more than 5 years, provided, further, that one year's service shall be calculated for part-time teachers/kalako on a year of 1440 working hours and for a part year teacher on a year of 1645 hours. Provided that no teacher/kalako shall be entitled to an increment before twelve months have been served on the previous step.

Transition from the current pay scale in the collective agreement dated 4 December 2017 – 1 July 2018 to the new pay scale and steps negotiated for the duration of this collective agreement will occur on 14<sup>th</sup> December 2020, all NZEI Te Riu Roa members will transition over to the step indicated on the following transition table on this date.

**NOTE:**

During the first 12 months of this agreement from 15<sup>th</sup> December 2020 – 16<sup>th</sup> December 2021, progression on this scale is frozen. This means that all employees shall remain on the step they transitioned to on the 14<sup>th</sup> December 2020.

From the 15<sup>th</sup> December 2021 all employees covered by this agreement will then revert to progressing through the steps on the anniversary of their employment with SPELC Inc.

The exemption to this freeze is where an employee is promoted to a role with a higher grade during the timeframe 14<sup>th</sup> December 2020 – 15<sup>th</sup> December 2021.

Any negotiated pay increases will not be automatically passed on to employees who are not NZEI Te Riu Roa members.



**MEMORANDUM OF UNDERSTANDING**

**Pay Parity and Support for Fair Funding for the Sector**

The parties agree that a strong Early Learning sector and profession is good for children and families. As such the parties are committed to pay parity with qualified and certificated teachers in kindergarten, primary and secondary education sectors for qualified and certificated teachers at Surrey Park Early Learning Centre Inc.

**This is an agreement between NZEI Te Riu Roa members at Surrey Park Early Learning Centre Inc and their employer that, should the Government announce an increase in Early Childhood Education funding prior to the expiry of this document, the parties agree to recommence bargaining concerning pay and allowance rates contained in this collective agreement with a view to increasing them in line with the funding received.**

To further support a strong early learning sector Surrey Park Early Learning Centre Inc sees the value in aligning support and messaging in raising issues facing the sector where appropriate with NZEI Te Riu Roa and commit to continuing to work together.

Signed



For NZEI Te Riu Roa  
Ainslie Forbes-McEwan  
Field Officer, Murihiku

16/6/2021.

Signed



For SPELC Inc  
Avril Dalzell  
Centre Director

16/6/2021

#### 4.4 Salary Scales

From the ratification of this agreement the following salary changes take effect.

- This includes increases to the min wage to \$17.70 @ 1 April 2017 & \$18.90 @ 1 April 2020.
- The negotiated increase of 1.50% will be added to all printed & paid rates
- on 3<sup>rd</sup> November 2016. The new rates will be effective from 14<sup>th</sup> December 2020.
- An additional 2.3% will be added to steps 8, 11 & 12 (on the old scale, new steps 5,10 &12) to reflect there has been no increase to these steps since the beginning of bargaining.
- Increase to the attestation (beginning) rate for Teachers/kalako to a min of \$49,862 @ 1 July 2020.
- Four new steps are included to even out the \$ value of progression through the pay scale between steps.

Steps 3/11/16	Rates effective 3/11/16	Quals	New steps effective 14 <sup>th</sup> December 2020	Rates effective 14 <sup>th</sup> December 2020	Qualification Entry & Min
1-5 Merged into new step 1	17.89	Q1 E	1	23.97	Q1, Q2, Q3 E
	19.25	Q2 E			
	21.12				
	21.75	Q3 E			
	22.67	Q3+ E			
6	24.52		2	24.88	Q3+ E
7	25.78		3	26.16	
			4	26.95 (new)	
8	26.30	Q1 Max	5	27.76	
9	28.20	Q2 Max	6	28.68	
			7	29.54 (new)	
10	30.20		8	30.66	Q1 & Q2 Max
			9	31.89 (new)	
11	31.86	Q3 Max	10	33.08	
			11	34.07 (new)	Q3 Max
12	33.51	Q3+ Max	12	34.75	Q3+ Max

Steps @3/11/16	Rates effective 14 <sup>th</sup> December 2020	Qualification Entry & Min
1	23.97	Q1, Q2, Q3 E
2	24.88	Q3+ E
3	26.16	
4	26.95	
5	27.76	
6	28.68	
7	29.54	
8	30.66	Q1 & Q2 Max
9	31.89	
10	33.08	
11	34.07	Q3 Max
12	34.75	Q3+ Max

*alp*  
*2016*

EC Teacher In Training			
Steps	Rates effective 3/11/16	Rates effective 14 <sup>th</sup> December 2020	
1	15.91	\$20.40	In Training 1 <sup>st</sup> Year
2	16.72	\$20.80	in Training 2 <sup>nd</sup> Year
3	17.55	\$21.22	In Training 3 <sup>rd</sup> Year
4	17.90		

Uncertificated relievers (new scale)	
Steps	Rates effective 14 <sup>th</sup> December 2020
1	20.20
2	20.40
3	20.80

Support Staff (any uncertificated staff other than relievers)		
Steps	Rates effective 3/11/16	Rates effective 14 <sup>th</sup> December 2020
1	15.25	20.20
2	16.08	20.40
3	16.90	20.80
4	17.75	
5	18.10	

Assistant Head Teacher - Rates			
Steps	Rates effective 3/11/16	Rates effective 14 <sup>th</sup> December 2020	Qualifications
1	33.18	34.44	Q1 Entry
2	33.66	35.47	
3	34.60	36.53	Q3/Q3+ Entry/Q1 Max
4	35.35	37.63	
5	35.81	38.75	
6	36.52	39.91	Q3/Q3+ max

Head Teacher - Rates			
Steps	Rates effective 3/11/16	Rates effective 14 <sup>th</sup> December 2020	Qualifications
1	35.51	38.75	Q1 Entry
2	36.43	39.91	
3	37.34	41.10	Q3/Q3+ E/ Q1 Max
4	37.68	42.33	
5	40.81	43.60	
6	41.62	44.91	Q3/Q3+ Max

3  
*all*  
*SB*

**Part 8 - Hours of work**

**Reword (i)**


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 7am and 6pm.

There is an expectation that Teachers will work their weekly hours within these times.

*The roster can be in a continual state of change due to varying circumstances. It is Management's undertaking to give as much notice of change to the roster/s as possible, but this cannot always be achieved. Staff are expected to let the office know if any proposed change does not suit them so that alternative changes can be made wherever possible.*

Reword current clauses (a) (iii) & reword (iv) to also include the following table:  
(taken from the current employment New Zealand website as at 7<sup>th</sup> December 2020.)

Minimum rest and meal break for employees		
Length of employee's work period	Minimum number of rest and/or meal breaks	If the employer and employee cannot agree to the timing of breaks, an employer must provide breaks at the following times, so far as is reasonable and practicable
2.00 – 4.00 hours	1 x 10-minute paid rest break	In the middle of the work period
4.01 – 6.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break	One-third of the way through the work period Two-thirds of the way through the work period
6.01 – 10.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break	Halfway between the start of work and the meal break In the middle of the work period Halfway between the meal break and the finish of the work period
10.01 – 12.00 hours	1 x 10-minute paid rest break 1 x 30-minute unpaid meal break 1 x 10-minute paid rest break  1 x 10-minute paid rest break	Halfway between the start of work and the meal break In the middle of the first 8 hours of work Halfway between the meal break and the end of the first 8 hours of work Halfway between the end of the first 8 hours of work and the end of the work period
NOTE: SPELC Management will provide 15 minutes for the paid breaks to allow time to get to and from the Staffroom.		

4  


**Part 13**

**Sick and related leave**

Reword as follows:

(a) Sick leave

(i) After two weeks continuous service at the centre, the teacher/kalako shall be entitled to sick leave of ~~nine~~ fifteen (15) days per year, inclusive of the current statutory minimum pertaining to the Leave & Holidays act 2003, calculated at the rate of the Teacher's/Kalako's ordinary pay, according to the number of hours normally worked on the days of absence and accruing from the commencement date of employment.

(ii)

Sick leave shall accumulate up to ~~60~~30 days by carrying forward from one year to another any unused sick leave of up to ~~48~~ 12 days.

New clause – then renumber existing (a)-(iii) (iv) & (v)

(iii) Wellbeing days – NZEI Te Riu Roa Members only clause.

Where an NZEI Te Riu Roa member covered by this collective agreement has exhausted their sick leave entitlement for the year and has no accumulated sick leave available, a further 3 days will be granted for times of sickness, illness or where that member requires time off to reduce stress.

Clause (c) domestic leave

Add clearer definition as follows:

"for the avoidance of doubt, the employee's family/whanau shall include the employee's spouse or partner, a dependent child or dependent parent of the employee or of the employee's spouse or partner or any relative or person who is demonstrated to have a dependency on the employee"

New clause – then rename (d) – (f)

(d) Domestic violence leave (to be referred to as Family leave)

An employee affected by domestic/family violence or who has in their care, a child who has been affected by domestic/family violence will be granted up to 10 days paid leave per year by way of support to the employee. This leave is in addition to other leave entitlements contained in this agreement and can be carried on to the following year.

The employee can also ask for a short-term flexible working arrangement for up to 2 months.

NOTE: To help protect the employee any leave granted under this clause will show on pay records as Family leave.

Part 24 - Redundancy

Reword clause (c) "if no alternative is arrived at, the employer shall give notice to the affected teacher(s)/kaiako in accordance with Part 11(a) and the employer shall pay redundancy pay calculated as follows:"

(i) to read - four weeks' pay for the first year of service; and

(ii) two weeks' pay for every year after or part thereof to a maximum of 26 weeks' pay in total.

Memorandum of understanding wording change:  
Pay Parity and Support for Fair Funding for the Sector

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To further support a strong early learning sector Surrey Park ELC sees the value in aligning support and messaging in raising issues facing the sector where appropriate with NZEI Te Riu Roa and commit to continuing to work together.

**MATTERS OUTSIDE OF THE COLLECTIVE AGREEMENT:**

**One Off Payment**

For the term of this agreement, any employee who is a current NZEI Te Riu Roa member as at ratification will be granted one paid day off in recognition of the length of time it has taken to conclude bargaining. This day is to be taken at a mutually agreeable time between management and the member and before the 15<sup>th</sup> December 2021.

**Technical changes**

- Replace registered with certificated

Apart from the changes detailed in the terms of settlement, there are no other changes to the existing 2017-2018 collective agreement.

Signed for Surrey Park ELC Inc *cc Dalzell* Date: 14/12/2020

Signed for NZEI Te Riu Roa *MCEwan* Date: 14/12/2020

For information or advice, talk to your elected Worksite Representative or an NZEI Te Riu Roa Member Support Officer on 0800 693 443.

Murihiku Office  
PO Box 6155  
Invercargill 9810

[www.nzei.org.nz](http://www.nzei.org.nz) | 0800 693 443 | [nzei@nzei.org.nz](mailto:nzei@nzei.org.nz)