

Early Childhood Education

Continuing & Fixed Term Individual Employment Agreement

Table of Contents

Part 1: Individual Employment Agreement.....	3
Part 2: Application of Agreement.....	3
Part 3: Definitions – Ngā whakamāramatanga	3
Part 4: Health and Safety	4
Part 5: Salaries and Wages – Ngā utu.....	5
Part 6: Supplementary Payments.....	5
Part 7: Hours of Work – Ngā haora mahi	5
Part 9: Call-Backs – Ngā karanga o muri	6
Part 10: Terms of Employment – Ngā whakataunga mo te mahi.....	6
Part 11: Superannuation.....	7
Part 12: Holidays – Ngā hararei.....	7
Part 13: Sick and Related Leave – Whakaaetanga turoro me etahi atu e orite ana	9
Part 14: Special Leave – Whakaaetanga motuhake.....	10
Part 15: Reimbursing Allowances – Ngā tāpenga utu mo te whakahoki atu.....	12
Part 16: Te Reo Allowance	12
Part 17: Teacher Registration – Kairēhita kaiako.....	13
Part 18: Staff Meetings – Ngā hui a ngā kaimahi	13
Part 19: Changes to Operating Model.....	13
Part 20: Redundancy – Utu whakamatu mahi.....	13
Part 21: Discipline.....	15
Part 22: Employment Relationship Problems.....	15

Part 1: Individual Employment Agreement

- a) This agreement is made pursuant to Part 6 of the Employment Relations Act 2000.
- b) The Vice-Chancellor is by statute the employer of all University employees.
- c) All employees agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the University and which are consistent with this agreement.

Part 2: Application of Agreement

- a) This individual employment agreement shall apply to Early Childhood Learning Centre staff who are employed by the Vice-Chancellor of the University of Canterbury and who have agreed in writing to accept these provisions as part of their individual employment agreement. They shall only apply from the date of signing such acceptance.
- b) These terms and conditions supersede the previous employment conditions for those employees who have agreed in writing to these terms and any other remunerative agreements and any other agreements with regard to matters addressed in this document, and any such contracts or agreements are cancelled as at the coming into force of this document.
- c) These terms and conditions shall remain in force until superseded or replaced by a subsequent individual employment agreement between the parties, or if the Employee comes within the coverage of a collective employment agreement.

Part 3: Definitions – Ngā whakamāramatanga

1. Early Childhood Teachers / Kaiako

Early childhood teachers / kaiako are persons employed in any capacity in relation to supervision, care, and education of children in centres or organisations licensed under the *Education (Early Childhood Centres) Regulations 1998* (or any subsequent regulations or other legislation replacing them).

2. Permanent Part-Time Early Childhood Teachers/Kaiako

- a) Permanent part-time early childhood teachers / kaiako shall include persons employed as specified in Part 3(1) for less than 37.5 hours per week, on one or more days, in any week for a period longer than two weeks.
- b) For the purpose of this agreement, permanent / part-time early childhood teachers / kaiako are deemed to be permanent and employment is continuous and they are entitled to all service entitlements under this agreement, provided that sick leave, professional development leave and redundancy compensation shall be calculated on a pro-rata basis as specified in Part 13(1)(a) and Part 14(4)(a) and Part 20(4) of this agreement.

3. Part-Year Early Childhood Teachers / Kaiako

- a) Permanent part-year early childhood teachers / kaiako shall include persons employed as specified in Part 3(1) for less than 52 weeks in any one year. Annual holidays, and sick and related leave provisions in this agreement shall apply to part-year early childhood teachers / kaiako on a pro-rata basis in relation to the number of weeks worked in a calendar year.
- b) A part-year position may only exist in centres which, for a portion / for portions of the year, operate with a reduced number of enrolled children, or are closed.

Part 4: Health and Safety

- a) The University of Canterbury is committed to providing and maintaining a safe and healthy working environment for its Employees by:
- meeting its obligations under the Health and Safety in Employment Act 1992 and associated Regulations, Codes of Practice, and other relevant Standards or Guidelines.
 - taking all practicable steps to ensure people in or near the work place are not harmed by hazards.
 - encouraging Employee consultation and participation in matters relating to health and safety through the review of safe work practices by the Health and Safety Committee established in terms of the Health and Safety in Employment Amendment Act 2003.
 - provision of training, personal protective equipment and practical resource
 - working in collaboration with staff in accordance with the Employee participation agreement. All hazard related protocols and procedures will be approved and periodically reviewed by relevant Health and Safety committees. The relevant department committee and specialists will develop, review and monitor standard operating protocols.

b) **Personal Protective Equipment**

Where necessary, suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the Employer and the Employee instructed in their use. Where justified, prescription hardened lenses shall be provided by the Employer. Should a change in prescription require a change in lenses, then the Employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames, if required. The Employer shall take all reasonably practicable steps to ensure that the Employee is instructed in the use and need for safety clothing and equipment. The Employee shall be under an obligation to make use of safety clothing and equipment provided by the Employer. Repeated failure to do so shall constitute misconduct.

- c) The replacement of safety footwear shall be on an as required basis as approved by the Employer.

d) **Eyesight Tests**

Employees shall be entitled to an eyesight test at the Employer's expense immediately upon being assigned to VDU duties for at least 50 per cent of his/her normal working time. Further eyesight tests shall be available at not less than two-yearly intervals upon application to the Employer.

If the eye test above discloses that corrective lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU duties, then the cost of corrective lenses will be met by the Employer provided the Employee has at least 12 months' service with the University.

The Employer will only meet cost incurred at its preferred supplier, unless agreed otherwise by special arrangement in advance of the costs being incurred. In all cases the cost of corrective lenses met by the Employer shall not exceed \$500. Any further cost not associated with this clause, such as eye health checks or sun protection lenses, will be met by the Employee.

e) **New Technology**

When new technology is introduced into the workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

Part 5: Salaries and Wages – Ngā utu

The remuneration is as specified in the Offer Letter, or any subsequent variations.

Part 6: Supplementary Payments

1. Market-related Payments

The Employer may award a non-superable market-related payment additional to salary on the grounds of recruitment and retention. The payment shall be reviewed from time to time, but normally no less than every twelve months.

2. Bonus Payments

The Employer may award bonus payments to individuals or groups who have undertaken substantial additional work or special projects over and above normal duties.

Part 7: Hours of Work – Ngā haora mahi

1. Hours of Work – Head Teacher Only

- a) The ordinary hours of work if you are a full time Head Teacher shall normally be 37.5 hours per week and shall not exceed 40 per week or eight per day, to be worked from Monday to Friday inclusive, plus additional time for staff meetings.
- b) There may, however, be occasions from time to time when you are required to work outside or in addition to the ordinary hours of work (eight per day or 40 per week) to fulfil the requirements of your position. As a salaried employee, there is an expectation that some additional hours will be worked from time to time without additional payment. In the case of additional time of one hour or more being required on any one day, either time in lieu, to be taken at a mutually agreed time, or additional payment at the ordinary rate of pay will apply, as agreed between you and your employer. If agreement is not reached as to which will apply, time in lieu will apply. Overtime does not apply to you in positions of leadership.

2. Hours of Work – Other Employees

- a) The ordinary hours of work for you if you are a full time shall normally be 37.5 hours per week and shall not exceed 40 per week or eight per day, to be worked from Monday to Friday inclusive between the hours of 7am and 6pm, plus additional time for staff meetings.
- b) There may, however, be occasions from time to time when you are required to work outside or in addition to the ordinary hours of work (eight per day or 40 per week) to fulfil the requirements of your position. As a salaried employee, there is an expectation that some additional time will be worked from time to time without additional payment. In the case of additional time of more than 30 minutes being required on any one day, either time in lieu, to be taken at a mutually agreed time, or additional payment will apply, as agreed between you and your employer. If agreement is not reached as to which will apply, additional payment for hours worked in excess of ordinary hours will apply on the following basis:
- c) Subject to (b) above:
 - (i) Time worked in excess of ordinary hours (eight per day or 40 per week) will be paid at the rate of ordinary time per hour worked over eight per day or 40 per week;
 - (ii) Overtime is calculated on a daily basis.

3. Non-Contact Time

- a) Early Childhood Teachers are entitled to between 2 and 5 hours each week to be worked as non-contact time (pro-rata for part-time employees).
- b) Non-Contact time primarily includes such work as assessment, planning, parent contact, preparation of activities and administration.
- c) Early Childhood Teachers availability to the children in cases of accident or emergency will not be diminished during this period.

4. Breaks

As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes as directed by the Employer, except that the Employee shall be required to work for more than five hours without a meal break. No employee shall be required to work longer than three hours without a refreshment break of 10 minutes or five hours without a meal break. The lunch break may be reduced to not less than 30 minutes, by mutual agreement between the employer and the employee, or to meet an emergency at the centre.

5. Work in Excess of Contracted Hours

You shall not be required to work other than your contracted hours unless you are willing. It is expected that no child will be left unattended.

Part 9: Call-Backs – Ngā karanga o muri

If you are called back to work after having completed the day's work and having left the place of employment, or called to work before the normal time of commencing work and do not continue working until such commencing time, you 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. Attendance at a scheduled staff meeting does not constitute a call-back to work after having completed the day's work.

Part 10: Terms of Employment – Ngā whakataunga mo te mahi

1. General

The Employee is subject to the regulations, instructions and resolutions of the University in the discharge of his or her duties.

2. Termination of Employment

For Employees other than casual staff or fixed term staff, notice of termination shall be four weeks by either party. For fixed term Employees notice will be deemed to have been given at the time the appointment is accepted. Notice periods may be increased or reduced by mutual agreement.

This clause shall not prevent the Employer from summarily dismissing the Employee for serious misconduct.

The Employer reserves the right to pay the Employee in lieu of notice.

Upon termination and on request, the Employee shall be provided within a reasonable period with a certificate of service.

The Employee shall return all Employer property immediately on termination, including keys, clothing and equipment.

On termination of employment the employer shall make a payment for annual holidays not taken, calculated in accordance with the Holidays Act 2003 or any subsequent enactment.

3. Payment of Wages and Salary

Payment of salaries shall be fortnightly by direct credit to a bank account.

4. Deductions

The employer may make a deduction from salary/wages for time lost due to sickness, accident, default or leave without pay, or for any other debt owed by the employee to the employer. A deduction in the case of a debt will be discussed between the employer and employee with a view to agreeing a reasonable timeframe for the repayment which does not cause undue hardship for the employee but repays the debt in a timely fashion. A minimum of one pay period's notice of the deduction shall be given by the employer. If the employee's employment terminates before full repayment is made, any balance shall be deducted from the employee's final pay.

5. Abandonment of Employment

Where you are absent from work for more than three working days without notification to the employer, you shall be deemed to have terminated your employment provided that the employer has made all reasonable efforts to contact you during this period.

Part 11: Superannuation

The Employee may belong to the Unisaver New Zealand or any other approved scheme in accordance with the provisions of the particular fund or scheme provided that in the case of schemes other than the Unisaver New Zealand the Employer contribution rate including tax does not exceed that of NZUSS.

Where the Employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the Fund are bound by the provisions of that scheme.

Employees may also elect to participate in KiwiSaver if eligible, in which case, the Employer will provide KiwiSaver benefits (including Employer contributions) to the Employee in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).

Part 12: Holidays – Ngā hararei

1. Public Holidays

- a) The following days shall be observed as public holidays: New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Canterbury Show Day, Christmas Day, Boxing Day.
- b) In the event of a holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- c) Where any Employee is rostered or instructed to work on the day a statutory holiday or a University holiday is observed he/she shall be paid T1.0 in addition to the ordinary rate of pay for all hours actually worked. In addition he/she shall be allowed an alternative holiday (i.e. a whole day off in lieu) to be taken in accordance with the Holidays Act 2003.

2. University Holidays

- a) Five days each year are prescribed as University Holidays. The University has prescribed Christmas Eve (or the last working day before Christmas Day), Easter Tuesday and the three working days between Christmas and New Year as University Holidays.

3. Annual Leave

- a) On completion of 12 months service you shall be entitled to annual paid leave of four working weeks. If your employment is less than 12 months service, it shall be calculated on a pro-rata basis.
- b) Annual leave will continue to accrue while you are on ACC, parental leave, leave for voluntary military service, paid or unpaid sick or bereavement leave or periods of unpaid leave provided in part 14(5) of up 20 working days in any one year.
- c) Annual leave may be anticipated or deferred by agreement between the employer and you. Where no agreement has been reached to defer annual leave, the employer may give two weeks notice that annual leave is to be taken.
- d) Annual holidays shall be taken at a time agreed by the employer and you except where the centre is closed for the Christmas / New Year holiday period. When you are required to take your annual holidays during this close down time, five days annual holidays shall remain to be taken at a time(s) mutually agreed.

If you served less than one year's service at the date the centre closes you shall be paid holiday pay as provided in the *Holidays Act 2003*. The employment anniversary date for the purpose of determining future holiday entitlements will then be deemed to be date the centre closed for the initial close down.

- e) In the case of completion of three years' service with the same employer or in the same establishment shall, at the end of the third year and for subsequent years, you are entitled to an annual holiday of five (5) working weeks instead of four (4) working weeks.
- f) The employer shall allow you, at least once in every year, to take at least two uninterrupted weeks of annual leave as per the *Holidays Act 2003*.
- g) Where you are sick or injured (or your partner or dependant is sick or injured) while on annual leave, the employer may agree that you can take the period of sickness or injury as sick leave rather than annual leave.
- h) Where you suffer bereavement while on annual leave the employer shall agree that you can take the period of bereavement / tangihanga leave rather than annual leave.

4. Long Service Leave

On completion of ten years' service with the same employer, you shall be entitled to a one-off provision of one week's long service leave in addition to your annual leave entitlement. The timing of this leave shall be by agreement between the employer and you. However, such leave shall be taken within 12 months of the entitlement falling due.

Part 13: Sick and Related Leave – Whakaaetanga turoro me etahi atu e orite ana

1. Sick Leave

- a) Employees are entitled to sick leave on pay as set out in the schedule below, or sick leave without pay may be granted on production of a medical certificate. Part-time and fixed term employee you shall be entitled to sick leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of five (5) working days. Casual employees are entitled to sick leave under the provisions of the Holidays Act 2003
- b) Sick leave can be used when you are sick or injured, or when your spouse or a person depending on you for care is sick or injured.
- c) Sick leave shall accumulate up to 62 days.
- d) If the period of absence on sick leave exceeds three days, you may be required to provide proof of the injury or illness.
- e) Sick leave includes attendance at doctor, dentist and hospital appointments.
- f) Schedule of entitlement for full time employees:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (Working Days)
Up to six months' service	Five Days
Over six months' and up to 12 month's service	12 days, inclusive of days previously allowed
Over 12 months' service	12 days for each 12 months of service, to accrue for the duration of continuous employment.

2. Infectious Diseases

When you contract an infectious disease, as defined in the second schedule of the *Health Amendment Act 1982*, or where you are excluded from the workplace under the *Education (Early Childhood Centre) Regulations 1998* (or any subsequent legislation in place thereof) from attending work, special paid leave of up to five (5) days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any entitlement under sub clause (1) or (3) of this clause.

3. Family / Whanau Leave

(i) Employees may utilise their sick leave entitlement to attend to the medical needs of a partner or dependant.

(ii) An employee who was employed by the University as at 1 January 2014 shall be entitled to allocations of family / whanau leave as set out in the Individual Employment Agreement applying immediate before this Individual Employment Agreement. This entitlement shall cease to apply on the employee's anniversary date in 2017.

4. Leave on Accident Compensation

If you are suffering a personal injury you shall be granted leave without pay in respect of any period in which you are eligible to receive compensation for lost earnings pursuant to the provisions of the employers worker's accident insurance policy and / or the *Accident Insurance Act 1998* (or any subsequent legislation in place thereof) subject to:

- a) A maximum of 12 months in cases of a work related personal injury;
- b) A maximum of three months in other cases.

The employer, you and your union representative and/or nominated support person shall explore options available to you prior to the expiry of the leave without pay. You and the other parties will reach agreement on the appropriate option for you which may be additional leave without pay granted at the employer's discretion.

5. Long-Term Sick Leave

- a) If you have served 12 months or more of service with the same employer, and you have no sick leave entitlement left, you shall be granted unpaid sick leave up to three consecutive months on production of a medical certificate from a registered medical practitioner.
- b) The employer, you and your union representative and / or nominated support person shall explore the options available to you on completion of the unpaid sick leave entitlement granted under this clause. You and the other parties will reach agreement on the appropriate option for you which may be an additional sick leave entitlement granted at the employer's discretion.
- c) If you have been on long term sick leave you shall be entitled to return to the same position and rate of pay you were employed in when long term sick leave commenced. You shall maintain any service entitlement accrued before the leave commenced.

Part 14: Special Leave – Whakaaetanga motuhake

1. Bereavement / Tangihanga

An employee shall be entitled to five days' leave without loss of pay on each occasion on the death of the employee's partner, child (including step and whangai), father, mother, brother, sister, mother-in-law, father-in-law, grandparent or grandchild. An employee shall be entitled to one day's leave without loss of pay on each occasion on the death of a person not specified above where the employer accepts the employee has suffered a bereavement. Additional bereavement leave, with or without pay, may be granted at the employer's discretion.

2. Parental Leave

If you have served 12 months of service at the time of commencing leave it is to be granted parental leave up to 12 months as you require. Parental leave shall be granted subject to the following conditions:

- a) Parental leave shall be granted to you as leave without pay.
- b) An application for parental leave must be made at least one month before you intend to commence parental leave. Whenever practicable a longer notice period is desirable.
- c) You 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 you are on parental leave and you decide to resign, notice of that decision must be given at least one month before the leave period expires.
- e) If you return to your employment after a break in service for parental purposes, you shall maintain any service entitlements to sick leave and service pay accrued before your service was

broken or any other service entitlement under this agreement including service entitlement under clause 3.

- f) When you return to employment after parental leave you shall be entitled to return to an equivalent position in the same centre.
- g) All the parental leave provisions under this sub-clause 2 of Part 14 shall also apply to you if you were employed for less than 15 hours per week.
- h) All parental leave provisions under this sub-clause 2 of Part 14 shall also apply to you if you elect or are required to care in the role of parent or guardian for a child less than 12 months of age for whom you are not a natural or adoptive parent.
- i) Parental leave shall apply also to you whether you are male or female, on adopting a child under the age of five years.

Note: This clause must be read in light of the *Parental Leave and Employment Protection Act 1987*.

3. Parenting Leave

Two weeks unpaid leave shall be provided where you wish to remain at home for the purposes of any of the following:

- a) Being present at the birth of your partner's child;
- b) To provide support for your 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 your partner.

4. Professional Development Leave

- a) Early Childhood Teachers may be granted up to seven working days per year paid professional development leave to enable Early Childhood Teachers to:

- (i) Gain and maintain requirements of being a registered Teacher;
- (ii) Attend in-service courses, training courses, hui, meetings, seminars, or conferences (other than union meetings, seminars, training courses and/or conferences) directly related to your work;
- (iii) Fulfil course requirements for study directly related to your work.

Permanent part-time Early Childhood Teachers may be granted professional development leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of two days in each year.

Professional development leave cannot be accumulated and must be taken in the leave year in which it relates.

- b) You may be granted a maximum of three days per year over and above the days in Part 14(4)(a) to attend courses where the cost of relievers is paid by the training provider.
- c) Time off in lieu.

Where you are required by your employer to attend a meeting, hui, conference or course, you shall be granted time off in lieu for the hours of attendance when the course falls on a day of the week not normally worked. The timing of time off in lieu shall be by agreement between the employer and you.

d) Examination leave.

You shall be entitled to paid leave to sit examinations for a course or courses which the employer has agreed is / are directly related to your work, provided that your right to professional development leave shall not be affected.

e) Unpaid examination leave may be granted to you to sit examinations not directly related to your work.

5. Leave Without Pay

An employer may grant leave without pay for up to one year upon an application made by you. Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements. Leave without pay is granted at the employer's discretion and is not an entitlement

6. Court Leave

An employer shall grant up to five days paid leave on normal pay when you are required for jury / witness service, provided that the employer receives evidence of summons and evidence of hours attended, and provided any fees received are remitted to the employer.

Part 15: Reimbursing Allowances – Ngā tāpenga utu mo te whakahoki atu

1. Mileage reimbursement

Where the use of a private vehicle for official business has been authorised, the Employee shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The IRD rate applying at the commencement of this agreement is 74 cents per kilometre for motor vehicles.

2. Professional Development Expenses

Employers shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences which are agreed between the employer and you pursuant to Part 14(4). Travel and accommodation expenses will be at the discretion of the employer.

3. Meal Allowance

An Employee, who has been directed to work nine and a half hours or more on any one day at a time when otherwise a meal would have been taken, shall be paid a meal allowance of \$16.16 (\$16.48 with effect from 4 April 2016). Effective 3 April 2017, a percentage increase will be linked to the CPI increase for the year to 30 September 2016. Effective 2 April 2018, a percentage increase will be linked to the CPI increase for the year to 30 September 2017. The annual increases in this sub-clause will be no less than 1%.

4. First Aid Certificate

Where you complete or renew First Aid certificates, the employer shall meet any costs incurred. Where an employee has allowed their first aid certification to lapse, the employee shall be responsible for the difference in cost between the first aid refresher and full comprehensive course costs of becoming certified again. This shall not apply if the employee was unable to maintain their certification through no fault of the employee's own (e.g. lack of available maintenance training).

Part 16: Te Reo Allowance

Where Maori staff who are called upon by the University or senior Maori staff (such as the AVC Maori and kaiarahi) agree to use Tikanga Maori, Te Reo Maori in circumstances where such duties are above and beyond the normal requirements of the employee, the University will recognise such contributions. This may be by way of agreed kaiarahi job descriptions, recognition in promotions policy, other financial recognition or in some other agreed manner.

Part 17: Teacher Registration – Kairēhita kaiako

1. The employer shall reimburse the cost of initial teacher registration and of the renewal of practicing certificates for you as a registered teacher in your employ on the understanding that you actively maintain your practicing certificates.

Part 18: Staff Meetings – Ngā hui a ngā kaimahi

1. With the exception of salaried Teachers / Kaiako, where staff meetings are held outside or in excess of the hours of work set down in Part 7(3), overtime rates shall apply.
2. There shall be an entitlement of at least four hours per month for use for staff meeting time. Provided, that further entitlement shall be granted, if the employer is satisfied that the needs of the centre and staff make further meetings desirable.
3. In addition to the entitlement in sub clause (2) above, you may be provided with paid time on at least one half day four times a year for the purposes of approved planning and preparation, provided that on such days, the centre shall not be forced to close. Should such meetings need to be held outside normal working hours, the time of such meetings shall be decided by mutual agreement of the staff and employer and the appropriate overtime rates shall be paid.

Part 19: Changes to Operating Model

1. Principles of Change

You and other parties bound by this agreement recognise and agree that:

- a) 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;
- b) 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;
- c) 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;
- d) 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.

2. Consultation

Where the employer proposes change to the operation of a centre / service, including but not limited to licence type, hours of operation or staffing structure they will provide you with a genuine opportunity to be involved. The employer will consult with you whether you are affected or potentially affected prior to making any final decision about change.

Part 20: Redundancy – Utu whakamatu mahi

1. Where your services are no longer required on grounds of redundancy whether by a reduction in child numbers; by closure of the centre; or by any other reason, the employer shall negotiate with the union a mutually agreed redundancy agreement. The employer shall notify the union prior to giving you not less than one month's notice of redundancy.
2. The period of notice is to allow time for discussion between the employer and you of the reasons for the possible redundancy and to determine whether there is any alternative to redundancy.

3. **Redeployment**

As an alternative to redundancy, the employer may offer redeployment to a suitable alternative position within your employ. In the event that a reasonable offer of employment is made, the employer's responsibilities under these provisions shall be fulfilled, and no redundancy payment shall be payable.

The offer of a position:

- a) In the same location or within reasonable commuting distance; and
- b) With substantially similar terms and conditions of employment; and
- c) With comparable duties and responsibilities

shall constitute a reasonable offer for the purpose this provision.

However, an offer of suitable alternative employment, that involves reduced earnings, may be acceptable to you. In such circumstances the employer shall pay compensation for loss of earnings to you as set out in clause 20(4) on a pro-rata basis.

4. If no alternative to redundancy is arrived at, the employer shall give notice to you in accordance with Part10(2) and the employer shall pay redundancy pay calculated as follows:

Four weeks pay for the first year of service with the same employer, and thereafter two weeks pay for every year or part year of service with the same employer to a maximum of 13 weeks.

Note: Employees who were employed by the University as at 1 May 2014 shall be entitled to the following redundancy compensation formula: 4 weeks pay for the first year of service with the same employer and thereafter 2 weeks pay for every year or part year of service with the same employer to a maximum of 24 weeks.

5. During the period of notice the employer will give assistance in the preparation of curriculum vitae if requested and allow you reasonable paid time to attend interviews.

6. **Sale, Transfer or Contracting Out**

Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where you are employed, the following provisions will apply:

- a) Where practicable, you will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made;
- b) If the employer decides to proceed with the proposed restructure, it will negotiate with the new contractor / service provider with a view to endeavouring to have the new employer offer your employment on the same or similar terms and conditions and recognising service as continuous. You will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible;
- c) You are entitled to choose whether or not to accept employment with the contractor / service provider. In the event that the contractor / service provider offers your employment in terms of sub clause (ii) above, no redundancy situation will arise, and you will not be entitled to receive redundancy compensation, whether or not you choose to accept the offer of employment. You will be entitled to one month's notice of termination of employment with the employer (which is not in addition to any other notice period specified within this agreement);
- d) In the event that the contractor / service provider is not prepared to offer you employment in terms of sub clause ii) above, or offers employment on lesser terms and conditions and / or without recognition of your service, you will receive one month's notice of termination (which is not in addition to any other notice period specified in this agreement) and redundancy compensation under this clause.

Part 21: Discipline

If the Employer considers an Employee's conduct or performance of duties to be unsatisfactory, the University's Disciplinary Procedures will apply.

Suspension

- a) If an allegation is deemed sufficiently serious you may be either suspended with or without pay, or transferred temporarily to other duties.
- b) The employer shall not suspend you without first allowing you a reasonable opportunity to make submissions about the allegations and whether suspension is appropriate. However, where the employer is satisfied the welfare and safety of any child or another employee warrants it, immediate suspension may occur.
- c) 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 are properly investigated.
- d) If the allegation that led to suspension is without substance you shall be reinstated effective from the date of suspension.

Part 22: Employment Relationship Problems

Definitions

Employment Relationship Problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

Dispute means a dispute about the interpretation, application or operation of an employment agreement.

Raising a Personal Grievance or other Problem

An Employee who considers that he/she has a personal grievance must raise the grievance with the employer by making the employer aware of the personal grievance that the employee wants to have addressed.

The Employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.

For any other employment relationship problem, the Employee should advise the employer of the existence and nature of the problem and that the employee wants something done about it.

Note: In the University, the problem should be referred to your Head of Department in the first instance in order that the problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance (see definition above) you (or your representative) must raise it by providing a written statement setting out:

- a) the nature of the grievance;
- b) the facts relied upon; and
- c) the remedy you seek to achieve

If for some reason you do not wish to raise the problem with your Head of Department, or the problem has not been resolved at that level, you (or your representative) can refer it to the Employee Relations Section of the Human Resources Department in terms of the University's internal mediation services.

It is agreed that this process shall constitute "reasonable steps" for the purposes of s.114, Employment Relations Act 2000.

Procedure - All Employment Relationship Problems (including Personal Grievance)

If the employment relationship problem cannot be resolved by discussion between the Employer and Employee, then either party may request assistance from the Department of Labour who may provide mediation services.

If the problem is not resolved by mediation, the Employee may apply to the Employment Relations Authority for investigation and resolution.