

# EAST TAIERI PRESCHOOL COLLECTIVE EMPLOYMENT AGREEMENT

**31<sup>st</sup> May 2023 to 1<sup>st</sup> June 2025**



## This Collective Employment Agreement:

- Applies to teachers/Kaiako/ who are NZEI Te Riu Roa members employed by East Taieri Preschool.
- Is a legally binding and enforceable collective employment agreement.
- Specifies minimum pay rates, terms and conditions.
- Parties to this agreement recognise any service with East Taieri preschool prior to 1st September 2019 being the commencement of the first Collective Agreement for ETP. This service will be carried over along with any Terms and Conditions superior to those contained within this document.
- In the event where an employee has additional Terms and Conditions to this agreement these will be put in writing to the member as a record of ongoing entitlement to these Terms and Conditions.
- The parties agree that at future negotiations of this collective they will discuss the feasibility of joining the ECECA.

Assistance with interpretation and/or enforcement of this agreement is available to all NZEI Te Riu Roa members by contacting the NZEI Te Riu Roa Member Support Centre (MSC) on 0800 693 443 or [nzei@nzei.org.nz](mailto:nzei@nzei.org.nz)

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## 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) East Taieri Preschool (the Employer)
- and
- (ii) NZEI Te Riu Roa Incorporated as the authorised representative of the employees.

## PART 2 Coverage

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

All employees employed by East Taieri Preschool in any capacity in relation to the provision of supervision, care and education of children in any Centre owned or managed by East Taieri Preschool and who 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 joining NZEI Te Riu Roa.
- (c) Pay increases and negotiated incremental steps 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 will receive increases or steps in their pay, as deemed appropriate by the committee after individual negotiation with the committee.
- (d) This Collective Agreement supersedes and disposes of all previous Collective Agreements, both verbal and written, that may have applied between the parties prior to the execution of this Collective Agreement.

## PART 3 Term of Agreement

This agreement shall come into force on the 31<sup>st</sup> day of May 2023 and shall continue in force until 1<sup>st</sup> June 2025, being 2 years from ratification.

## PART 4 Definitions

### **Early Childhood Teachers/Kaiako shall include persons employed:**

- (i) Substantially in any capacity in relation to supervision, care and education of pre-school children in East Taieri Preschool.
- (ii) The term "certified teacher/kaiako" when used in this CEA means "registered and certified teacher/kaiako". Certified includes both provisionally and fully certified

### **Definitions of Role**

- (iii) Centre Manager/Tumuaki: is a registered and certificated early childhood teacher/kaiako who is the professional and pedagogical leader and has substantive responsibility for the day-to-day operation of the centre. The Centre manager is directly responsible for staff.
- (iv) Curriculum Leader/Kaiako/Matauranga is a qualified and certificated early childhood teacher who supports and has delegated responsibilities from the Centre Manager/Tumuaki in relation to curriculum design and delivery.
- (v) Early Childhood Certified Teacher / Kaiako: is a registered and certificated teacher/kaiako engaged in the care and education of the children in the Centre.

### **Permanent Full Time Teacher/Kaiako:**

- (vi) A permanent full time teacher/kaiako is one who is appointed to a position for which the total hours of work should, as far as practicable, not exceed 40 hours per week, worked from Monday to Friday inclusive.

### **Permanent Part-time Teacher/Kaiako:**

- (vii) A permanent part-time teacher/kaiako is one whose ordinary hours of employment are less than those normally worked by full-time teachers/kaiako in the Centre and for no more than 35 hours.
- (viii) A permanent part-time teacher/kaiako may be employed regularly on one or more days in any week.
- (ix) A permanent part-time teacher/kaiako shall be paid not less than the hourly rate of the appropriate salary band for the hours worked.
- (x) A permanent 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.
- (xi) The provisions of this clause shall not be used for the purpose of reducing the hours of work of any teacher/kaiako.
- (xii) For the purpose of this CEA, the employment of permanent part-time teachers/kaiako 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 five days per year.

**Part-year Teachers/Kaiako:**

- (i) A part-year teacher/kaiako is one whose annual engagement is less than 52 weeks per annum.
- (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.

**Fixed Term Teachers:**

- (i) A fixed term employee is someone who is employed for a position with a fixed end date for which the tenure at the time of appointment is known to be more than six weeks and for a specific project or leave period.

**Casual Relievers:**

- (i) A casual reliever means a person contracted by the employer on an as and when required basis. The term of employment shall be agreed at the time each offer and acceptance for a period of employment is made. Sub clause (b) of Part 12 and sub clauses (a), (b) and (c) of Part 13, shall not apply to Casual Reliever Teachers. Instead, the Casual Reliever Teacher shall be paid an amount equal to 8 per cent of the ordinary pay for time worked by the teacher/kaiako.

**Administrative Employee:**

- (ii) An administrative employee is an employee whose position involves a general range of administrative duties. The position may include Centre finance, Centre roll management, dealing with correspondence, data entry, and secretarial duties.

## PART 5 Classification

For the purposes of payment of the minimum rates of pay set out in Part 6 of this Agreement, the following classifications shall apply. These classifications are potential roles within a preschool organization, however there is no obligation for the employer to establish or fill all of the specified roles stated. Establishment of any of the roles in this part is at the entire discretion of the employer.

### (e) Classification of Teachers/Kaiako:

- a) **P1:** means a registered and certified teacher/kaiako who 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).
- b) **P2:** means a registered and certified teacher/kaiako who holds, in addition to the Q1 qualifications, 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 either an Education, Maori or Psychology major.
- c) **P3** means a registered and certified teacher/kaiako holding:
  - (i) A recognised 3 year teaching degree
  - (ii) The advanced Diploma of Teaching
  - (iii) Diploma of Teaching or its equivalent and attested\* as fluent in Te Reo with a leadership knowledge and understanding of Tikanga Maori, or holds an Advanced Diploma of Teaching in Maori or a recognised degree in Maori.

*\* Attestation process is to be determined by Maori and recognised by the parties to this agreement*
- d) **P3+** means a registered and certified teacher/kaiako who holds, a bachelor's degree together with a recognised teaching qualification (e.g. Diploma of teaching), or a degree conjointly completed with a bachelor's degree of teaching, or an honours degree of teaching, or an advanced diploma of teaching together with a level 7, 120 credit relevant specialist diploma, or a bachelors degree of teaching together with a level 7, 120 credit relevant specialist diploma.
- e) **In-Training:** means a teacher/kaiako who is enrolled and participating in a teacher education programme leading to a Diploma of Teaching (ECE) or a teaching degree (ECE).
- f) **Untrained Kai mahi (staff):** means a teacher/kaiako who holds no relevant ECE training qualification specified.
- g) **Tutor Teacher:** means a registered and certified early childhood teacher / kaiako in the Centre's employ, and who is designated as being responsible for providing an advice and guidance programme to a provisionally certified teacher working towards full certification. The responsibilities of the tutor teacher include assisting the provisionally certified teacher to meet the certification requirements. A tutor teacher may be responsible for more than one provisionally certified teacher concurrently, within reason, but shall only receive one payment of the allowance.
- h) **Registered and Certified:** means an early childhood teacher / kaiako who has completed their initial teacher education qualification in New Zealand, is registered with the New Zealand Teaching Council and holds a current practicing certificate issued by the NZ Teaching Council of Aotearoa. For clarification, except in exceptional circumstances, (for example an unavoidable error that delays the process or renewal of a practicing certificate through no fault of their own) a teacher who is employed whilst unregistered or without a current practicing certificate is not deemed to be a registered and certified teacher for the purposes of this agreement until they gain a certified status.

(f) Classification of Administrative Employees:

- a) The minimum wages payable to administrative employees covered by this agreement will be determined at the next collective agreement bargaining date. As of the date of ratification there is no administrative employees employed. A table will need to be discussed should East Taieri preschool employ a new administrative employee during the term of this agreement in partnership with NZEI Te Riu Roa.
- b) Progression: an administrative employee shall be paid on the appropriate step having regard to their previous experience and qualifications held and shall progress through the wage scale after each 12 months continuous service provided that an employee is employed for more than 10 hours per week. Where an employee is employed for 10 hours or less per week, they shall progress through the wage scale after each 18 months continuous service.
- c) Clerical positions will be graded by the employer according to the level of skill, experience and responsibility which are required by the classifications below.

Any employee performing a mix of similar duties across two or more grades within one class shall be placed in the grade which reflects the substantive part of the job.

Any employee employed for two or more distinct positions shall be placed in the appropriate grade for each position.

**Grade A:** The position is closely supervised. It involves duties and tasks which are specified and clear and are carried out in accordance with well-defined procedures. The duties must be defined in detail, be free from ambiguity and give relatively little scope for discretion.

Note: Close supervision is not just about physical proximity. It is about little or no scope for any discretion about what the person is to do or how they do it.

**Grade B:** The position involves a range of duties for which additional knowledge, skills and experience are required to meet the needs of the Centre. The position allows some scope for discretion on how and when the tasks are completed and is likely to involve periods without supervision.

**Grade C:** The position involves a range of duties for which a high level of skill, responsibility and specialist knowledge is required, it may include supervision of other non-teaching staff, Centre role management, including enrollments and financial responsibility, in particular, payroll. Where the position does not involve supervision of staff, it may involve management of specialist equipment or programmes which make a significant contribution to the running of the Centre.

Movement between grades shall occur by appointment to an established position, or by re-grading of a position where the requirements of the position have altered substantially.

## PART 6 Wages

### (a) Salary and Wages Schedule

(ii) Part time salaries, except those for short term relievers, shall be calculated as follows:

The employees fulltime salary ÷ by 52 weeks ÷ by 40 hours x the part time employment  
(being the weeks worked in a year)

= the employee's weekly salary x 52 weeks

= the employee's annual salary

(b) The steps as set out under paragraph (d) below are 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 part year teachers on a year of 1645 hours.

Teachers/Kaiako begin 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 a salary immediately higher than their previous salary.

(d) The minimum rates of pay for teachers/kaiako covered by this CEA are set out below:

### Pay Parity Pay Scale for Registered and Certificated Teachers effective January 1<sup>st</sup> 2023

*Employees assessed on the highest qualification held and any relevant previous experience in a licensed Early Childhood setting shall also be taken into consideration when setting the starting step.*

P1E, P2E,	\$51,35	\$24.6
	\$53,54	\$25.7
P3+	\$55,94	\$26.9
P4	\$58,13	\$27.9
P5	\$61,79	\$29.7
	\$65,77	\$31.6
	\$68,10	\$32.7
	\$70,43	\$33.8
	\$72,75	\$34.9
P1M, P2M,	\$75,23	\$36.1
P3+M, P4M,	\$79,41	\$38.1

*Unqualified/In-Training/Registered but not Certificated Early Childhood Teacher/Kaiako*

Years of Service	Unqualified Effective 1 April 2023	In Training Effective 1 April 2023
1	\$23.65	\$23.65
2	\$23.80	\$23.80
3+ (incl Registered/Not Certificated)	\$24.00	\$24.00

*Note: Living Wage increase from September 1<sup>st</sup> 2023 –all steps to \$26.00 if the committee after discussion agree to move employees to Living Wage. This will be around viability and affordability of the preschool.*

(e) Acting in a higher position:

Where an employee is asked to act in a higher position for 5 or more consecutive days, a higher duties allowance will be paid. The higher duties allowance shall be negotiated and agreed between the employer and employee.

(f) Minimum Wage:

The employer will automatically adjust pay rates to be compliant with any minimum wage rate change during the term of this agreement.

## **PART 7**

### **Progression**

- (a) For each teacher/kaiako to progress annually from one step to the next, they must provide ongoing evidence of meeting the relevant registered teaching criteria as established by the Teaching Council of Aotearoa New Zealand.
- (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) within which the teacher 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'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 30.
  - (v) In the case where progression through the pay scale will financially jeopardise the future viability of East Taieri Pre-School and its ability to remain operating, the committee will consult with NZEI Te Riu Roa and seek agreement to freeze progression for that financial year for ALL staff. By approaching NZEI Te Riu Roa to investigate this option, the committee agree to fully disclose the financials and make them available to examine.
- (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's/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 to the employer or the NZ Teachers Council will be given to the employee.

## **PART 8**

### **Hours of Work**

#### **(a) Hours of Work:**

- (i) The ordinary hours of work shall be 40 hours per week and not exceed eight hours per day nor be less than two hours per day to be worked on Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 7.45am and 5:30pm.

An employee's ordinary hours of work will include attendance at a staff meeting of up to two hours' duration once a fortnight during term time. The day of the week on which this fortnightly meeting is to be held will be scheduled after consultation with staff and be advised to staff at the end of each year. Personal and family responsibilities of teachers will be taken into consideration by Management while deciding on the day.

There may, however, be occasions from time to time when teachers/kaiako are required to work outside or in addition to the ordinary hours of work to fulfil the requirements of their position or to attend professional development, courses etc. As salaried employees, there is an expectation that some additional time will be worked from time to time without additional payment. Where this is due to the employees' workload, the employee should raise their concerns around this with the Centre Manager.

- (ii) All hours of work shall be continuous from time of starting each day without any breaks, other than those prescribed for meals and refreshments. These breaks are managed in discussion with the Centre Manager and staff.
- (iii) 30 minutes daily shall be allowed for lunch between the hours of 11.00 am and 2.30 pm. The hours between which the lunch break shall be taken may be varied by agreement between the employer and the teacher's/kaiako; and the union as the teacher's/kaiako's authorised representative.

#### **(b) Rest and Meal Breaks**

Employees will be entitled:

- A paid 10-minute rest break if their work period is between two and four hours; and
- two paid 10-minute rest breaks and one 30-minute meal break if their work period is between six and eight hours.

In the event of the employer being unable to release employees for the prescribed uninterrupted paid rest break a mutual agreement can be made whereby the employee finishes their working day either 20 minutes earlier or 10 minutes earlier depending on their entitlement to a paid rest break.

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.

#### **(c) Non-contact Time:**

- (i) All permanent early childhood teachers / kaiako are entitled to a minimum of 12.5% of the total ordinary hours for which they work each week to be available as non-contact time (rounded to the nearest half hour).
- (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 worked but been unable to take their non-contact time, are entitled to have this time carried over in consultation with the Centre Manager.

## **PART 9**

### **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 10**

### **Further terms of Employment**

#### **1) Professional Qualifications:**

- I. It is an essential term of employment that the Kaiako/teacher maintains their teacher registration and hold a valid practicing certificate with the Teaching Council of Aotearoa
- II. The Kaiako/Teacher agrees to immediately advise the employer in writing if:
  - a) Their registration or practicing certificate is cancelled or lapses: and/or
  - b) A complaint is lodged with the Teaching Council of Aotearoa in respect of their conduct and/or
  - c) Any proceedings are commenced against the Kaiako/teacher by the Teaching Council of Aotearoa
- III. Should the Kaiako/teacher fail to meet any of the above requirements, the employer may consult with the Kaiako/teacher about possible termination of their employment following due process.

#### **2) Police Checks and Monitoring:**

The employee acknowledges that their on-going employment is conditional upon the employer receiving a 'no result' from their police check every 3 years as required by the Vulnerable Children's Act 2014. Should the employee fail to meet this condition, the employer may consult with the employee about possible termination of their agreement.

The employee as part of their employment agrees to the employer facilitating a police check every three years for the duration of the employment relationship.

#### **3) First Aid Certificate and Training**

It is a condition of employment that the employee hold and maintain a first aid certificate relevant to their role. The employee agrees to provide the employer with a copy of their first aid certificate on request. If the employee's first aid certificate expires, they must immediately advise the employer in writing and take all necessary steps to renew it.

#### **4) Termination:**

The employment relationship may be terminated by either party by providing 4 weeks written notice, except where the employer and employee agree to a shorter period of time.

This shall not prevent the employer from summarily dismissing an employee for serious misconduct in accordance with Part 30 of this Collective Agreement.

An employee shall be paid for all work done up to the date of termination, The employee's final pay will be made not later than the pay period relating to the employee's final day of employment

The employer may pay the employee the equivalent amount of remuneration in place of some or all of the notice period.

Here the employee terminates the employment relationship without notice, or by providing less than the amount of agreed notices, the employee may forfeit payment or any part of their notice period not worked as agreed by the employer and employee.

(a) Payment of Salary/Wages:

All salary/wages shall be paid fortnightly no later than Thursday. When pay day falls on a public holiday, payment of wages shall be made not later than the working day immediately preceding the public holiday.

(b) Recovery of Overpayment of Salary/Wages:

In the event of an overpayment of salary/wages to any employee, the employer may recover the amount of overpayment provided the employee 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 two months has elapsed since the overpayment occurred.

(c) Pay Slip:

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

(d) Abandonment of Employment:

Where an employee 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 the employee was unable through no fault of her/his own to notify the employer.

## PART 11 Holidays

### (a) Statutory Holidays:

- (i) The employee shall be entitled to the following paid public holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Matariki, Labour Day, Provincial Anniversary, Waitangi Day and Anzac Day where they fall on a day that would otherwise be a working day for the employee.

In the case of Christmas Day, Boxing Day, New Year's Day, January 2, Waitangi Day and Anzac Day:

If the public holiday falls on a Saturday or Sunday and it would not otherwise be a working day for the employee, the public holiday is transferred to the following Monday (or Tuesday in the case of Boxing Day or January 2 falling on a Sunday).

If the public holiday falls on a Saturday or Sunday, and it would otherwise have been a working day for the employee, the holiday is recognised for that employee as falling on the traditional day.

No employee will have the holiday recognised as falling on more than one day as per section 45A of the Holidays Act.

(The above is a summary of sections 45 and 45A of the Holidays Act)

- (ii) If an employee is required to work on any part of public holiday the payment shall be the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. In addition, an alternative holiday will be granted in lieu of the holiday and will be paid at the employee's relevant daily pay.
- (iii) A part-time employee, whose ordinary hours of work fall on a holiday, as prescribed in this agreement, shall be paid for the number of hours usually worked on that day.
- (iv) A part year employee whose ordinary hours of work fall on a public holiday shall be paid for the number of hours usually worked on that day.

### (b) Annual Holidays:

- (i) Every employee 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 employee's average weekly taxable earnings. For employees with less than 12 months' service, leave owing shall be calculated in the appropriate proportion.
- (ii) On completion of five 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) Annual leave of up to two (2) weeks may be anticipated or deferred.
- (iv) 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 to be taken at a time agreed to by the employer and the employee
- (v) Annual leave shall be redesignated as sick leave on the production of a medical certificate.
- (vi) Annual leave shall be redesignated as bereavement leave on the death of an employee's relative as defined in clause 13(a).

## (c) Annual Closedown:

The employer may closedown all or part of its operations regularly once a year and require the Employee to take annual leave during the period of the closedown, even where this requires the Employee to take leave for which they are not fully reimbursed. The Employer shall provide the Employee with at least one (1) Terms notice of the closedown.

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 close down

**PART 12****Sick and Related Leave**

## (a) Sick Leave:

On commencement of employment an employee shall be entitled to sick leave of 12 days per year, pro-rated for part-time employees as a proportion of usual workings days out of 5, calculated at the rate of the employee's ordinary pay, according to the number of hours normally worked on the days of absence.

- (i) Sick leave includes attendance at doctor, dentist, and hospital appointments.
- (ii) Sick leave shall accumulate up to the equivalent of 6 weeks being up to 30 days maximum
- (iii) Sick leave shall not be paid in respect of any statutory or other holiday for which the employee is entitled to full pay and such a holiday shall not be regarded as sick leave.
- (iv) Sick leave can be used when an employee is sick or injured, or when the employee's spouse or a person depending on the employee for care is sick or injured.

If the period of absence on sick leave exceeds three consecutive rostered working days, the employer shall be entitled to require the teacher/kaiako to produce a medical certificate signed by a medical practitioner at the employee's cost.

- (v) Sick leave may be extended beyond this at the employer's discretion.

(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 sub-clauses (a) or (c) of this clause. A list of infectious diseases can be found in Schedule 2.

(c) **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 10(4).

(d) 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.

(e) 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 4 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 13 Special Leave

### (a) Bereavement Leave:

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.

### (b) Parental Leave:

A teacher/kaiako with 12 months' service at the time of commencing leave is to be granted parental 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 3 months before the teacher/kaiako intends to commence parental leave. Amendments to the hours worked, or commencement of parental leave may be made by mutual agreement between the employer and employee.
- (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 four 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. If there is a possible change to the Centre operations and/or viability, communication will begin at least 4 weeks prior to the end date of the parental leave with the teacher/kaiako.
- (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 – Sub clauses (b) and (c) above shall be read in the light of the Parental Leave and Employment Protection Act 1987 and any further amendments).

(d) 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 totaling 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.

(e) Examination Leave:

Unpaid examination leave may be granted to an employee to sit examinations.

(f) Upgrading Qualifications Leave:

Long term leave for upgrading training: Should a teacher/kaiako enroll in a recognised course for the purpose of upgrading her/his qualification to reach equivalence to the Degree (EGE) or Postgraduate qualification (EGE) 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. The granting of such leave is at the discretion of the committee.

(g) Teacher Registration

Where both the Mentor and Mentee are employees of East Taieri Preschool, the Mentor shall be entitled to 12 reliever hours per annum. These hours are to be taken at a time mutually agreed with the Centre Manager.

Full time Teachers/Kaiako undergoing the teacher certification process shall be allowed 32 hours of paid leave per annum. This leave is to be taken at a time mutually agreed with the Centre Manager.

Part time Teachers/Kaiako undergoing the teacher certification process shall be allowed 24 hours of paid leave per annum. This leave is to be taken at a time mutually agreed with the Centre Manager.

## **PART 14**

### **Reimbursements & 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 reimbursed in accordance with Inland Revenue Department mileage rates applicable at the time of travel.

(b) Flu Vaccinations

The Employer will reimburse the Employee for an annual flue vaccination upon receipt of proof of payment.

(c) First Aid Course

First Aid refresher courses required to maintain certification will be paid for by the Employer.

(d) Professional Development Days

At the completion of the first 6 months of service with the employer, and annually thereafter, the employee may be entitled, by way of a grant, to attend a course or training which has been approved by the employer. Such approval shall not be unreasonably withheld.

Permanent employees will be allocated 5 paid working days (hours pro-rated) per annum, to attend professional development, which shall be managed as per the East Taieri Preschool Professional Development Policy.

Professional Development Days are to enable the employee to:

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

Professional Development Days cannot be accumulated and must be taken in the year in which the employee is allocated them.

- A professional development form needs to be filled out and approved by the Centre Manager prior to days being taken.
- If the applied for grant cost exceeds \$500, then the application must also be approved by the Executive Committee.
- A presentation of key findings and its benefit to our children is to be presented to the teaching staff and given to the Executive Committee in note form.

Time off In Lieu:

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

All reasonable costs will be met by the employer. These costs will cover travel, accommodation, food, course fees etc.

## **PART 15**

### **Teacher Certification - Kairehita kaiako**

- (a) It is understood that fully certificated teachers have an obligation as outlined in their professional Code of Ethics to mentor and support beginning teachers.

The employer shall ensure that an induction and mentoring programme is available to each teacher working towards full certification in their employ, including the equivalent of 4 days paid release per annum for 2 years for each teacher working towards full certification to be utilised by the provisionally certificated teacher and /or his / her certification mentor by mutual agreement, with the approval of the employer.

An allowance is payable to each tutor teacher responsible for overseeing the advice and guidance programme of \$200 per annum. Where a tutor teacher is responsible for tutoring more than one provisionally certificated teacher in the same service the employer shall only be required to pay one allowance to that tutor teacher.

- (b) Where a request is made for an employee to mentor a provisionally certified teacher who is not an employee of East Taieri Pre-School, permission must be sought, and may be granted at the discretion of the committee.

## **PART 16**

### **Relievers**

In the absence of any staff member it is the responsibility of the Centre Manager or, in their absence, their designated representative to obtain a suitable reliever, if required, in order to maintain the existing staff/child ratios.

## **PART 17**

### **Union Rights - Mana Uniana**

- (a) Worksite Representatives:
- (i) The NZEI Te Riu Roa members may meet to elect a worksite representative; the timing of the meeting shall be as agreed with the employer and shall not exceed half an hour.
  - (ii) The employer will provide an opportunity for the worksite representative to contact new staff as part of an orientation process to discuss NZEI Te Riu Roa membership.
  - (i) The employer recognises that the worksite representative may from time to time undertake their responsibilities at work, such as assisting a fellow employee in a disciplinary meeting or participating in collective bargaining. Arrangements will be agreed between the worksite representative and their employer and both parties will balance the workplace representative's primary responsibility as an employee with their responsibilities as a worksite representative.
  - (ii) An employee elected by the Centre employees and endorsed by NZEI Te Riu Roa as a worksite representative shall be granted up to two days leave per year to attend to authorised union business. The worksite representative may apply for such leave to be paid.

## **PART 18**

### **Right of Entry**

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

## **PART 19**

### **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 23.
- (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 23
- (d) If an employee is not offered employment by the new employer, he/she will be deemed redundant for the purposes of Part 23.
- (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 23.
- (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.

#### **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.

#### **Consultation**

Where the employer wishes to consider changes to the operation of the Centre/Service, including but not limited to license 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 as per the requirements of section 4 (4) (c) of the Employment Relations Act 2000.

## **PART 20**

### **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 4 weeks 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 11(a) and the employer shall provide support as follows:
  - (i) any pastoral care or support to access community organisations as required.
  - (ii) provide paid leave up to 10 hours for the teacher/kaiako to attend interviews, prepare curriculum vitae, and/or attend meetings with community organisations who may be supporting the teacher/kaiako.

## **PART 21**

### **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.

## **PART 22**

### **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 title and expiry date of CEA under which the teacher/kaiako is employed.
  - (v) The classification or 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) Details of any employment relations education leave taken under Part 7 of the ERA 2000.
  - (ix) 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 employer 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.

Where requested by the Employee, the Employer shall deduct from their salary/wages any agreed amount for matters such as superannuation or a staff social club and pay the amount to the organisation specified by the employee.

## **PART 23**

### **Union Notice Board**

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

## **PART 24**

### **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 25**

### **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 26**

### **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 27**

### **Union Membership**

All new employees will be covered by this collective agreement for the first 30 days of their employment after which time they will be required to become a financial member of NZEI Te Riu Roa to continue to receive the coverage of Terms and Conditions within this document.

Should any employee decide not to join or resign from NZEI Te Riu Roa they will automatically revert to an Individual Agreement which must then be negotiated with the employer.

## **PART 28**

### **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 up to 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 29**

### **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
- (b) 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. However, where the employer is satisfied the welfare and safety of any child or other employee warrants it, immediate suspension, on full pay, may occur.

- (c) **Instant Dismissal:**  
Nothing in these clauses prevents instant dismissal without notice in the case of serious misconduct.
- 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.
- (d) **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 Teachers 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.
- (e) **Discipline:**
- (i) The teacher/kaiako must be advised of the right to request representation 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) **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

**PART 30**  
**List of Teacher/Kaiako Parties**

At the request of the union the employer shall notify the union quarterly in writing of the name and postal address of each teacher/kaiako covered by this collective employment agreement and employed by the employer.

**PART 31**  
**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.

Signed:

\_\_\_\_\_  
(On behalf of East Taieri Preschool Governance Committee)

\_\_\_\_\_  
(On behalf of NZEI Te Riu Roa)

Dated: \_\_\_\_\_

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

Acquired Immunodeficiency Syndrome	Anthrax
Arboviral diseases	Brucellosis
Creutzfeldt Jakob Disease and other Spongiform encephalopathies	Diphtheria
<i>Haemophilus influenzae</i> b	Hepatitis B
Hepatitis C	Hepatitis (viral) - not otherwise specified
Hydatid disease	Leprosy
Leptospirosis	Malaria
Measles	Mumps
<i>Neisseria meningitidis</i> invasive disease	Pertussis
Plague	Poliomyelitis
Rabies	Rheumatic fever
Rickettsial diseases	Rubella
Tetanus	Viral haemorrhagic fevers
Yellow fever	

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

*Notifiable to the Medical Officer of Health*

Cysticercosis	Taeniasis
Trichinosis	Decompression sickness
Lead absorption equal to or in excess of 15ug/dl(0.72u mol/l)***	
Poisoning arising from chemical contamination of the environment	

Notifiable Diseases under Tuberculosis Act 1949

*Notifiable to the Medical Officer of Health*

Tuberculosis (all forms)

\* During times of increased incidence 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, (e.g. food handler, child care worker, etc) or single cases of chemical, bacterial, or toxic food poisoning such as botulism, toxic shellfish poisoning (any type) and disease caused by verocytotoxic *E. coli*.

\*\*\*Blood lead levels to be reported to the Medical Officer of Health (15ug/dl or 0.72 umol/l) are for environmental exposure. Where occupational exposure is suspected, please notify OSH through the NODS network.

## APPENDIX I

### Personal Grievances - Nga whakamau e pa ana

#### Disputes Procedures - Nga hatepe 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 may 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 term's 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 investigates 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.

For information or advice call 0800 693 443 to talk to an NZEI Te Riu Roa Member Support Officer

Dunedin Office  
Level 3 Cargill  
House  
DUNEDIN 9024

[www.nzei.org.nz](http://www.nzei.org.nz)