

Kindergarten Associations

Support Staff

Collective Agreement

2008 - 2010

NZEI · TE RĪU ROA

PO Box 466, Wellington

www.nzei.org.nz

Kindergarten Associations Support Staff Collective Agreement 2008-2010

PART ONE: OPERATION OF AGREEMENT	3
1.1 Parties To The Agreement	3
1.2 Coverage	3
1.3 Term Of Agreement	3
1.4 Variations	3
1.5 Definitions	3
PART TWO: HOURS OF WORK AND TYPE OF EMPLOYMENT	4
2.1 Hours Of Work	4
2.2 Additional Hours	4
2.3 Salarised Arrangement	5
2.4 Annualisation	5
2.5 Non Contact Time - In-Training And Unqualified Teacher/Educator/ Kaiako	6
2.6 Appointments	6
PART THREE: REMUNERATION	7
3.1 Pay Scales	7
3.2 Appointment On A Scale	9
3.3 Progression On A Scale	9
3.4 Motor Vehicle Running Expenses	9
3.5 Evening Work	9
3.6 Expenses Incurred In The Attendance At Courses	9
3.7 Payment Of Wages	9
3.8 Deductions From Wages	9
3.9 Overpayments	10
PART FOUR: HOLIDAYS AND LEAVE PROVISIONS	10
4.1 Public Holidays	10
4.2 Annual Leave	10
4.3 Sick And Domestic Leave	11
4.4 Bereavement Leave / Tangihanga Leave	11
4.5 Parental Leave	11
4.6 Professional Development Leave	11
4.7 Special Leave	12
4.8 Jury Service/ Court Leave	12
PART FIVE: TERMINATION	12
5.1 Termination	12
5.2 Abandonment Of Employment	12
5.3 Employee Protection Provision	12
5.4 Redundancy	13
PART SIX: TERMS OF EMPLOYMENT AND HEALTH AND SAFETY	13
6.1 Confidentiality	13
6.2 Conflict Of Interest	13
6.3 Employer Property	14
6.4 Health And Safety At Work	14
PART SEVEN: UNION PROVISIONS	14
7.1 Worksite Representatives	14
7.2 Right Of Entry	14
7.3 Union Meetings	14
7.4 Union Membership Fees	14
7.5 Employment Relations Education Leave	15
PART EIGHT: EMPLOYMENT RELATIONSHIP PROBLEMS	15
8.1 Services Available For The Resolution Of Employment Relationship Problems	15

PART ONE: OPERATION OF AGREEMENT

1.1 PARTIES TO THE AGREEMENT

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

- (i) Auckland Kindergarten Association;
- (ii) Waikato Kindergarten Association;
- (iii) Wellington Region Free Kindergarten Association;
- (iv) Nelson District Free Kindergarten Association;
- (v) Employers who are kindergarten associations may become party to this agreement, from the date that written advice is given to the original parties; and
- (ii) NZEI Te Riu Roa.

1.2 COVERAGE

a) The following employees shall be covered by this agreement:

All employees employed by the employer parties to this agreement in an early childhood centre in the following capacities:

- In-training teacher/educator/kaiako
- Unqualified teacher/educator/kaiako
- Administrator
- Teacher aide
- Cook / lunch person
- Out of school care employee

b) Employees who are employed in the employer's head office are not covered by this agreement.

c) The terms and conditions contained in this agreement are minimum provisions.

1.4 TERM OF AGREEMENT

This agreement shall come into force on 16 July 2008 and shall continue in force until 1 October 2010.

1.4 VARIATIONS

The terms and conditions contained in this agreement may be varied during its term by written agreement between the parties to this agreement.

1.5 DEFINITIONS

In-training teacher/educator/kaiako means an employee primarily employed in teaching duties who is undertaking an early childhood teaching qualification recognised by the NZ Teachers Council for registration.

Unqualified teacher/educator/kaiako means an employee primarily employed in teaching duties who does not hold an early childhood teaching qualification recognised by the NZ Teachers Council for registration purposes.

Administrator means an employee who is substantively employed to undertake administration, or administration and support, duties in an early childhood centre.

Teacher aide means an employee who is substantively employed to support the teaching staff in duties related to the preparation and maintenance of the learning environment and the routine needs of children and who is not part of the teacher / child ratio.

Cook / lunch person means an employee responsible for the preparation of food and refreshments.

Out-of-school care employee means a person employed in an out-of-school care, education and/or recreation programme.

Part time employee means an employee employed to work for less than 40 hours per week.

Part year employee means an employee employed to work for less than 52 weeks in a year, due to the centre operating with a reduced roll or being closed for a portion of the year.

Fixed term employee / temporary employee means an employee employed to work for a set period of time, until a certain event occurs (e.g. completion of a project) or until the work they were employed to do is completed.

Casual employee means an employee employed on an as and when required basis.

PART TWO: HOURS OF WORK AND TYPE OF EMPLOYMENT

2.1 HOURS OF WORK

- a) Hours of work shall not exceed eight per day, or 40 hours or 5 days per week, nor be less than two hours per day.
- b) All hours of work shall be continuous from the time of starting each day without any breaks; other than a rostered paid ten minute morning and afternoon refreshment break daily for each employee who works three or more hours that day, and a rostered unpaid thirty minute lunch break daily for each employee who works five or more hours that day.

2.2 ADDITIONAL HOURS

- a) Except as provided in sub clause 2.3 below, where an employee is required to work additional hours, hours in excess of 40 per week or 8 per day, shall be paid for at the rate of time and a half.
- b) By agreement between the employer and employee, time off in lieu may be taken instead of overtime payment. Time in lieu shall be on an hour off for an hour worked basis.
- c) In the case of part time employees, time and a half rates shall only be paid when the additional hours are in excess of those set out in 2.1 (a). Otherwise, additional hours are paid at the employee's ordinary hourly rate.

2.3 SALARISED ARRANGEMENT

- a) By agreement between an employer and an employee, a salarised arrangement may operate instead of the provisions outlined in sub clauses 2.1 (a) and 2.2 above. In this case a salary shall be negotiated and agreed which includes recognition of the fact that the employee will work additional hours from time to time. In the case of an employee who has agreed a salarised arrangement, clause 2.2 shall not apply and additional hours may be required to be worked from time to time for which no additional payment is made. The annual salary shall be not less than the pay the employee would have received had they been paid on the relevant hourly rate.
- b) From the first pay period following 1 July 2009, a cost-of-living increase (as determined by the annual CPI figures according to Statistics New Zealand: Te Tari Tatau for the year ended 31 March each year) will be made to any salary determined under 2.3.

2.4 ANNUALISATION

- a) By agreement between an employer and an employee employed on a part year basis, projected earnings may be annualised. In the case of the Wellington Free Kindergarten Association, anyone employed on a part year basis shall have their earnings annualised. The employer and employee shall record this agreement in writing, along with the annualisation calculation. This will include the actual pay rate as well as the annualised rate.
- b) Annualisation is the process by which a part year employee's ordinary pay earnings, including annual leave and payment for public holidays, over a year are paid in equal fortnightly instalments throughout the 12 month period, for the purpose of regularity of earnings for the employee across times of the year that they are not provided with work by the employer.
- c) For the purposes of this provision, 'weekly earnings' in relation to
 - Any paid parental leave entitlement in accordance with section 71T of the Parental Leave and Employment Protection Act 1987; or
 - Any entitlements under the Injury Prevention, Rehabilitation and Compensation Act 2001shall mean the employee's hourly rate multiplied by the employee's actual (i.e. non annualised) weekly hours which shall be provided to the appropriate authorities if required to ensure that the employee is not disadvantaged through the annualisation agreement.
- d) An employee with annualised earnings remains entitled to the provisions of clause 2.2 – additional hours and 4.1 – public holidays. Any additional payments earned through working additional hours or on a public holiday shall be paid at the time they are earned.
- e) At the end of the 12 month period of annualisation, the employer shall calculate the remuneration that would have been earned had the employee not had annualised earnings, and shall calculate whether any additional remuneration is owing to the employee, or whether there has been an overpayment to the employee. The employer shall provide the results of the calculation to the employee. In the case of an underpayment the employee shall receive the additional remuneration, and in the case of an overpayment the employer shall deduct the overpayment from subsequent remuneration as

per clause 3.9. Such a calculation shall also take place if the employee goes on leave without pay.

- f) If the employee's employment is to terminate, any overpayment shall be deducted from final pay. Two weeks written notice of any monies owed will be given, provided the proper notice of termination has been given, except in the case of serious misconduct.
- g) Where an employee under this clause seeks leave without pay for longer than two weeks, they shall be advised of the possibility of an overpayment.
- h) This process is not available to employees who have a salaried arrangement under clause 2.3.
- i) Where an employee's regular hours of work change or his/her pay rate changes, the revised calculation will be advised to the employee.

2.5 NON CONTACT TIME - IN-TRAINING AND UNQUALIFIED TEACHER/ EDUCATOR/KAIAKO

- a) All in-training and unqualified teacher/educator/kaiako are entitled to 12.5% of the total ordinary hours for which they are employed each week to be worked as non-contact time (rounded to the nearest half hour). Such time may be accumulated to a maximum of five hours.
- b) Non-child contact is time spent undertaking responsibilities other than child contact within a teacher/educator/kaiako's normal hours of work and may include such work as preparation of food, administration, planning, shopping, parent contact, preparation of activities etc.
- c) Availability to the children in cases of accident or emergency will not be diminished during this period.
- d) No children will be left unattended.

2.6 APPOINTMENTS

- a) All part-time and full-time positions shall be permanent unless identified as fixed term positions.
- b) Offers of employment will be confirmed in writing including:
 - i. the proposed position;
 - ii. whether the appointment is fixed-term or permanent;
 - iii. rate of pay; and
 - iv. the hours of work and in respect of teachers/educators/kaiako, the contact hours and non-contact time.
- c) Fixed term or temporary employees may be employed where operational circumstances so require and shall be given a written letter of appointment setting out the reason for the fixed term / temporary nature of their employment, and the circumstances which will bring the employment to an end.

- d) Casual employees may be employed as operational circumstances so require. Each engagement undertaken by the casual employee is a stand alone employment arrangement and the employment shall be at an end at the completion of the work required.

PART THREE: REMUNERATION

3.1 PAY SCALES

- a) This section sets out the minimum hourly rates of wages payable.

The rates set out below apply from the first pay period following the coming into force of this agreement.

From the first pay period following 1 July 2009, a cost-of-living increase (as determined by the annual CPI figures according to Statistics New Zealand: Te Tari Tatau for the year ended 31 March each year) will be made to all wage rates.

- b) Unqualified teacher/educator/kaiako**

Step	Hourly wage rate
1	13.70
2	14.20

- c) In-training teacher/educator/kaiako**

Step	Hourly wage rate
1	14.20
2	14.60
3	15.00
4	15.40

- d) Administrator**

Step	Hourly wage rate
1	14.25
2	15.00
3	15.75
4	16.50

- e) Teacher aide; Cook**

Step	Hourly rate
1	12.70
2	13.20
3	13.70
4	14.20

f) Out of school care employees

Out of school care employees may be employed as supervisors, assistant supervisors or care employees.

The **supervisor** is responsible for administration work, the care of the children in the programme, the supervision of the staff, and the coordination of the programme. A **qualified** supervisor has relevant experience **and** a teaching qualification (a Diploma of Teaching or its equivalent) or a relevant tertiary qualification, for example in Physical Education, Social Work, Fine Arts, Science, Music, Māori. An **experienced** supervisor has previous relevant experience, recognised by the employer, or a qualification requiring a knowledge of child development (0-14 years), recognised by the employer.

The **assistant supervisor**, where employed, is responsible for significant aspects of the supervisor's role and carries out the supervisor's role in the absence of the supervisor.

Out of school care supervisor

Step	Hourly wage rate - Qualified	Hourly wage rate - Experienced
1	18.50	15.00
2	19.00	15.50
3	19.75	16.00
4	20.50	16.75

Out of school care assistant supervisor

Step	Hourly wage rate
1	13.50
2	14.00
3	14.50
4	15.00

Out of school care employee

Step	Hourly wage rate
1	12.70
2	13.20
3	13.70
4	14.20

Where an Out of School Care employee is required to act in a higher position for more than five consecutive working days she/he shall be paid on the relevant scale.

g) Translation To The Scale

On the coming into force of this agreement, employees will translate to the relevant scale based on their current years of service. Thereafter wage movements will occur from the date of the employee's anniversary date.

No employee will have their pay reduced by the coming into force of this agreement.

3.2 APPOINTMENT ON A SCALE

At the time of appointment the employer shall recognise previous paid work experience with a Kindergarten Association that is directly relevant to the employee's duties and responsibilities and which has occurred within 5 years of the appointment.

3.3 PROGRESSION ON A SCALE

- a) An employee's progression on the relevant pay scale shall be on an annual basis on the employee's anniversary date, subject to competent performance.
- b) An early childhood teacher/educator/kaiako in training may not move from one in-training step to another without providing, at the completion of each training year, evidence of continued training.

3.4 MOTOR VEHICLE RUNNING EXPENSES

Any employee who has the approval to use her/his car for centre purposes, or is required to relieve in another centre owned by their employer, shall be reimbursed at 58 cents per kilometre.

3.5 EVENING WORK

The employer shall provide a reasonable meal or reimburse the actual and reasonable expenses incurred by the employee where the employer requires an employee's attendance at a meeting that prevents the employee returning home for the evening meal.

3.6 EXPENSES INCURRED IN THE ATTENDANCE AT COURSES

- a) Where an employee attends a retraining course or any other course related to that employee's employment, the employer shall reimburse actual and reasonable expenses incurred by the employee, subject to the prior approval of these expenses by the employer and provision of receipts.
- b) Where attendance at courses is required by the employer, actual and reasonable expenses shall be met by the employer including travel costs and course fees. For the purposes of this clause:
 - i. travel costs are set out in a);
 - ii. employees will 'car pool' where practicable; and
 - iii. where the employer arranges a course and employees choose to attend the course in a different location and/or at a higher cost, employees shall receive those expenses that would have been incurred in attending the course arranged by the employer.

3.7 PAYMENT OF WAGES

Wages shall be paid fortnightly by direct credit to the employee's nominated bank account.

3.8 DEDUCTIONS FROM WAGES

Deductions may be made from an employee's wages for time lost due to sickness, accident, default, leave without pay or other reason agreed to by the parties. Deductions may be made from an employee's final wages for any

debt owing by the employee to the employer of for any property of the employer which the employee has not returned.

3.9 OVERPAYMENTS

- a) It is the responsibility of both the employer and the employee to ensure that payments are correct.
- b) Where an overpayment does occur the employer is entitled to recover the overpayment, provided the employee is given written notification of the intention to recover the overpayment, the amount to be recovered and a full explanation of the reasons for the overpayment. The employee shall be consulted about the method of recovery which must be reasonable and shall be spread over more than one pay week if the deduction of one lump sum would be too onerous for the employee.

PART FOUR: HOLIDAYS AND LEAVE PROVISIONS

4.1 PUBLIC HOLIDAYS

- a) The employee shall be entitled to the following public holidays, on pay, where they fall on days that would otherwise be working days for the employee: Christmas Day, Boxing Day, New Years Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Provincial Anniversary, Waitangi Day and Anzac Day.
- b) Where an employee is required to work on a Public Holiday that falls on a day that would otherwise be a working day for the employee, they shall be entitled to be paid for the hours so worked at time and a half rates, provided that the employee will be paid not less than what they would have received had the day in question not been a public holiday. In addition, the employee shall be granted a paid alternative holiday.
- c) Where an employee works on a Public Holiday that would not otherwise have been a working day for the employee, the employee is entitled to payment for the hours so worked at time and a half rates. No alternative holiday is provided.

4.2 ANNUAL LEAVE

- a) On completion of 12 months service an employee shall be entitled to 4 weeks annual leave, to be taken and paid in accordance with the Holidays Act.
- b) On completion of ten years service (including service occurring prior to the coming into force of this agreement), with the same employer an employee shall, at the end of the tenth year and for subsequent years, be entitled to an annual holiday of five (5) working weeks.
- c) Employees shall take their annual leave when centres are closed except where otherwise agreed.

4.3 SICK AND DOMESTIC LEAVE

- a) Employees shall be entitled to sick leave of five days of commencement of employment, and a further five days after six months continuous service and after each subsequent year of service.
- b) Sick leave can be used when an employee is sick or injured, or when the employee's spouse or partner or a person who depends on the employee for care is sick or injured. For the avoidance of doubt, the employee's family / whanau shall include the employee's spouse or partner, a dependent child or dependent parent of the employee or of the employee's spouse or partner or any relative or person who is demonstrated to have a dependency on the employee.
- c) Unused sick leave shall accumulate up to 50 days.
- d) If the period of absence on sick leave exceeds three consecutive calendar days, the employee may be required to provide proof of the injury or illness.
- e) Sick leave can be used for attendance at doctor, dentist and hospital appointments.

4.4 BEREAVEMENT LEAVE / TANGIHANGA LEAVE

- a) An employee shall be entitled to up to five days leave on pay on the death of a person with whom they have had a close association, due to blood or family ties or cultural obligations including significant responsibility for the arrangements for the ceremonies resulting from the death.
- b) One day's bereavement leave shall be allowed on the death of any other person where the employer accepts that the employee has suffered a bereavement at the time of the death.
- c) Additional leave, with or without pay, may be granted at the employer's sole discretion.

4.5 PARENTAL LEAVE

Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act.

4.6 PROFESSIONAL DEVELOPMENT LEAVE

- a) Employees may be granted up to seven working days per year paid professional development leave for relevant programmes. Permanent part-time and part year employees shall be entitled to professional development leave calculated on a pro-rata basis.
- b) Time off in lieu: Where an employee is required by the employer to attend a meeting, hui, conference or course, the employee may be granted time off in lieu or paid for the hours of attendance when the course falls on a day of the week not normally worked by the employee.

4.7 JURY SERVICE/ COURT LEAVE

- a) Where an employee is legally required to attend court for jury service or work related purposes, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's basic daily pay shall be made up by the employer, provided that:
- Upon receipt of notification of the requirement to attend court the employee shall advise the employer, and
 - The employee produces the Court expenses voucher to the employer, and
 - The employee returns to work immediately on any day that they are no longer required by the Court.
- b) Payments for court leave shall be made for up to a maximum of five days in respect of each separate period of jury service/court attendance.

4.8 SPECIAL LEAVE

Special leave, with or without pay, may be granted at the employer's sole discretion to cover special circumstances not otherwise recognised.

PART FIVE: TERMINATION

5.1 TERMINATION

In the case of all employees a minimum of four weeks' notice of termination of employment shall be given by either the employer or the employee unless a shorter period is agreed. The employer may elect to pay in lieu of notice. If the employee fails to give the required notice, the employee shall forfeit the amount of the notice not given through a deduction from final pay (including holiday pay). Nothing in this clause shall prevent dismissal without notice for serious misconduct.

5.2 ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for more than five working days without notification to the employer, s/he shall be deemed to have terminated her/his employment.

5.3 EMPLOYEE PROTECTION PROVISION

- a) Where the employer is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
- i. Where practicable, the employee and the union 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.
 - ii. 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 the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee and the union 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.

- iii. The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of sub clause (ii) above, no redundancy situation will arise, whether or not the employee chooses to accept the offer of employment.
- b) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of sub clause ii) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive notice of termination in accordance with this agreement.

5.4 REDUNDANCY

- a) Where a potential redundancy situation could occur, the employer shall consult with the union and potentially affected employees, where practicable, prior to making final decisions.
- b) Employees made redundant are entitled to 6 weeks notice of termination. The employer may elect to pay in lieu of some or all of the notice period.
- c) No redundancy compensation is payable.
- d) Where a kindergarten is to close, or the number of staff may be reduced, and where natural attrition will not achieve the required decrease in positions, redeployment options shall be explored in consultation with the union. The employer will, in consultation with the union, identify any available or impending vacancies for which the employee may wish to be considered.
- e) During the notice period both the employer and the employee shall make reasonable efforts to locate suitable alternative employment for the employee. In the event that a reasonable offer of employment is made, the employer's responsibilities under these provisions shall be fulfilled.
- f) The employer shall provide reasonable paid leave to attend job interviews.
- g) The employer and any affected employee and the union may agree in writing to an alternative arrangement to the provisions contained in this clause.
- h) Employees shall be entitled to all holiday pay and salary/wages owing.

PART SIX: TERMS OF EMPLOYMENT AND HEALTH AND SAFETY

6.1 CONFIDENTIALITY

Employees must not disclose any information or knowledge which they may acquire or have acquired during their employment with the employer concerning the business affairs or practices, trade secrets, business opportunities, property, customers, clients or staff of the organisation.

6.2 CONFLICT OF INTEREST

Whilst employed by the employer employees must not own, operate or otherwise be involved in any business that may compete in any material respect with the business of the employer except with the written consent of the employer.

6.3 EMPLOYER PROPERTY

Employees may not remove any property owned by the employer, including intellectual property (including intellectual property created by the employee as a result of their employment with the employer) from the premises without the prior consent of the employer. On termination of employment, employees are to return all of the employer's property in their possession including copies of the same.

6.4 HEALTH AND SAFETY AT WORK

- a) When an employee's health and safety are shown to be significantly at risk through the course of their duties, the employer shall, in consultation with the appropriate health and safety authorities, take such steps as are necessary to provide protection for the employee.
- b) The employer shall ensure safe working practices and appropriate hygiene measures are in place to reduce the risk of infection by contagious disease. Where there is significantly increased risk, the situation shall be assessed on an individual bases and pre exposure immunization made available as advised by the Ministry of Health.
- c) Employers shall take all practical steps to ensure a safe working environment for employees. Employees also have a role in ensuring their own health and safety and that of people around them as described in the Health and Safety in Employment Act 1992.

PART SEVEN: UNION PROVISIONS

7.1 WORKSITE REPRESENTATIVES

The employer recognises the role paid by worksite representatives in the workplace.

7.2 RIGHT OF ENTRY

In accordance with the Employment Relations Act 2000, a representative of the union shall be entitled to enter the 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.

7.3 UNION MEETINGS

Union meetings may be held in accordance with the Employment Relations Act.

7.4 UNION MEMBERSHIP FEES

On written request from an employee, an employer shall deduct union fees from the employee's salary / wages and remit them to the union. The employer may deduct an administration fee of no more than 2.5%.

7.5 EMPLOYMENT RELATIONS EDUCATION LEAVE

Employment Relations Education Leave will be allowed in accordance with the Employment Relations Act.

PART EIGHT: EMPLOYMENT RELATIONSHIP PROBLEMS

8.1 SERVICES AVAILABLE FOR THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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.

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 is 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.

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

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.

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 and can be contacted by e-mail at info@ers.dol.govt.nz.

Mediation Service

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

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

NZEI Te Riu Roa is a democratic organisation that gives you the right to be involved and have your say. NZEI Te Riu Roa provides a range of services that include:

<u>Industrial</u>	<ul style="list-style-type: none"> • Negotiating salaries, wages and conditions • Enforcing your agreement • Protecting your rights at work
<u>Professional</u>	<ul style="list-style-type: none"> • Professional development conferences • Participating in education policy development • Campaigning for improved staffing and funding • Professional support and information
<u>Help and Advice</u>	<ul style="list-style-type: none"> • Field officers for advice and advocacy • NZEI Te Riu Roa counsellors and advocates • Branches, aronui tomua and networks • Workplace representatives
<u>Personal benefits</u>	<ul style="list-style-type: none"> • Low cost health insurance schemes • Membership discount packages • Holiday units • Provident funds for special financial assistance • Employment-related legal assistance
<u>Communication</u>	<ul style="list-style-type: none"> • The regular newspaper Rourou • Regular updates on your agreement • Seminars and resources • Research papers • Regularly updated website

Contact Details

New Zealand Educational Institute
 PO Box 466, Wellington
 Phone 04 384 9689
 email nzei@nzei.org.nz

Ngā Tātaha a Māui Northern Region Email all offices: nzeinorth@nzei.org.nz	
Auckland Northern Regional Office 4 Bond Street, Grey Lynn, Box 52087, Auckland. Phone (09) 360-4005. Fax (09) 360-4008	Taitokerau 81 Gillies Street, Kawakawa 0291. Phone (09) 404-1446. Fax (09) 404-1778
Waikato Cnr. Bryant and Te Rapa Roads, Box 20-333, Hamilton. Phone (07) 849-7061. Fax (07) 849-7042	Bay of Plenty 99 Eruera Street, Box 249, Rotorua. Phone (07) 349-5063. Fax (07) 349-2682
Te Ngaio Tu Central Region Email all offices: nzeicentral@nzei.org.nz	
Wellington /Hutt / Mana / Horowhenua / Wanganui / Wairarapa / Central Regional Office Education House, 178-182 Willis St., Box 466, Wellington. Phone (04) 384-9609. Fax (04) 384-9983	Taranaki / Patea / Wanganui Devon Centre, Suite 2, Level 3, 44 Liardet Street, New Plymouth. Phone (06) 759-1056. Fax (06) 759-1104
Manawatu / Wairarapa / Wanganui / Ruapehu 292 Church Street Box 1876, Palmerston North. Phone (06) 354-6671. Fax (06) 354-6674	Central East / Southern Hawke's Bay Suite 104 201 King Street North, Hastings. Phone (06) 870-4905. Fax (06) 870-4907
Gisborne PO Box 362, Gisborne. Phone (06) 867-5302. Fax (06) 867-5382	
Te Wai Pounamu Southern Region Email all offices: nzeisouth@nzei.org.nz	
Regional Office Canterbury 5th Floor, Trade Union Centre, 199 Armagh Street, Box 13455, Christchurch. Phone (03) 366-1385. Fax (03) 366-2030	Marlborough / Nelson / West Coast 66 Oxford Street, Box 3009, Richmond, Nelson. Phone (03) 544-9281. Fax (03) 544-9283
Otago 335 Princes Street, Box 656, Dunedin. Phone (03) 477-1833. Fax (03) 477-4097	Southland 74 Salford St, Box 6155, Invercargill. Phone (03) 214-0477. Fax (03) 214-3290