

AORAKI COMMUNITY EDUCATION TRUST BOARD

NORTH HAVEN CHILD CARE & EDUCATION CENTRE

EARLY CHILDHOOD TEACHERS' COLLECTIVE

EMPLOYMENT AGREEMENT

1st July 2015 – 30th June 2017

Signed on behalf of the Employer – Aoraki Community Education Trust Board:

Name Date

Signed for and on behalf of the employees – NZEI Te Riu Roa:

Name Date

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1. Coverage

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

- 1.1 Aoraki Community Education Trust Board, as the employer; and
- 1.2 The employees of the above involved in childcare education as early childhood teachers who are members of the NZEI Te Riu Roa.

2. Union

- 2.1 The union or any authorized representative of any teacher will be entitled to reasonable access to the workplace to meet with teachers but not so as to unreasonably interfere with child care duties.
- 2.2 The union may hold up to two meetings for union members during working hours per calendar year in which case payment for the first two hours of such meetings shall be made at ordinary hourly rates. The employer and the union may agree to hold the meeting outside normal working hours.

3. Title and Duties - Definitions

- 3.1 Early Childhood teachers shall include persons employed:
 - a) Substantially in any capacity in relation to supervision, care and education of pre-school children in centres registered under the Education (Early Childhood Centre) Regulations 1998 (or any subsequent regulations of other legislation replacing them) or in any other centre recognised for the purpose of child care;
 - b) By or through any organisation as a co-ordinator of a family day care system;
 - c) To provide supervision and care for children after school in a child care centre;
 - d) The term “teachers” when used in this CEA means “early childhood teachers”.

- 3.2 Permanent full time teacher a teacher whose normal engagement is for ordinary hours of 30 or more hours per week over 5 days.
- 3.3 Part-time Teachers
- a) A part-time permanent teacher is a teacher whose normal engagement is for ordinary hours of less than 30 hours per week.
 - b) Part-time teachers shall be paid not less than the appropriate hourly rate for the hours worked.
 - c) A part-time teacher, 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.
 - d) For the purposes of the CEA part-time teachers are deemed to be permanent and employment is continuous and they are entitled to all service entitlements under this CEA provided that sick and domestic leave shall be calculated on a pro-rata basis.
 - e) Part-time teachers are entitled to all entitlements, sick & special leave and holiday pay on a pro-rata basis.
- 3.4 Reliever a person on call at the Centre's requirements.
- 3.5 Head Teacher Teacher who is responsible for the running of the centre.
- 3.6 Deputy Head Teacher an Early Childhood Teacher who has been appointed to a specified position as per the job description
- 3.7 Person Responsible This is a person who takes responsibility for the total childhood Centre in the absence of the Head Teacher, where the Head Teacher is absent for more than half a day.
- 3.8 The Employee's duties are contained in the job description that is attached to this Agreement.
- 3.9 It shall be the duty of the Employee to carry out all reasonable instructions and to undertake any work reasonably required by the Employer as measured against the job description.
- 3.10 The Employer may, after negotiation with the Employee, amend the job description from time to time. One week's notice in writing will be given by the Employer to the Employee of any alteration to the Employee's duties, following consultation in good faith.
- 3.11 The Employer may request the Employee to perform the work of a striking or locked out employee.
- 3.12 The Employee may volunteer to perform the work of a striking or locked out employee

4. **Wages**

- 4.1 Classification of Teachers. For the purposes of payment of the minimum rates of pay set out in Appendix 1, the following classifications shall apply:
- a) Untrained: means a teacher who holds no relevant training qualification specified under clause 4a)c)
 - b) In training: means a teacher who is undertaking a relevant course of training as specified under clause 4a)c)

- c) Trained: means a teacher 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 the equivalent.
- d) Bachelor means a teacher who holds a Bachelor of Education Early Childhood Education or Bachelor of Teaching and Learning or any other qualification obtained in New Zealand or overseas deemed by the New Zealand Qualifications Authority to be the equivalent.

4.2 The minimum rates of pay are set out in Appendix One. The progression from one step to another is dependent upon a fulltime employee completing a year of service or a part-timer completing 1440 hours of service. Once a teacher has reached the top of a scale there are no further annual increments.

4.3 Progression through the steps shall be on an annual basis provided that the employee has met or exceeded standards of performance as assessed by the employer against written requirements of the position. Where written requirements do not exist the employee will be consulted in determining the written requirements.

4.4 Wages

- a) All the above rates will be at a flat rate and inclusive of any allowances.
- b) When the Deputy Head Teacher steps up to the Head Teacher's position for a period of more than (5) five consecutive working days, an Early Childhood Teacher appointed to an Acting Deputy Head Teacher's position shall have their base rate increased by a loading of 5% to fill that Deputy Head Teacher's position from the first day.
- c) An Early Childhood Teacher appointed as the person responsible for a period of time up to one day shall have their base rate increased by 10%, and when the appointment is for a period of time greater than (5) five consecutive working days the increase to the base wage rate shall be 15% and if required a casual reliever will be employed to replace that Childhood Teacher on the floor.

5. **Place and hours of work**

5.1 Place of work

- a) North Haven Child Care & Education Centre, Arthur Street, Timaru
- b) Any other places directed by the Employers, any actual additional travel costs will be reimbursed by the employer

5.2 Time & Hours of Work

- a) The ordinary hours of work shall not exceed eight hours per day nor be less than two hours per day from Monday to Friday, to be worked between the hours of 7am and 6pm.
- b) Non-child contact duties may include such work as preparation of food, administration, planning, shopping, parent contact, preparation of activities, etc. The teacher's availability to the children in cases of accident or emergency will not be diminished during this period.
- c) All hours of work shall be continuous from time of starting each day without any breaks, other than those prescribed for meals, refreshments and non-contact time if applicable.
- d) Subject to the provisions of sub-clause f) of this clause, a teacher shall be allowed a break of no more than one hour and no less than 30 minutes to be taken between the hours of 11:30am and 2:30pm.

- e) A minimum break of ten minutes morning and afternoon tea shall be allowed for refreshment. 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.
 - f) No teacher shall be required to work for longer than three hours without a refreshment break, or five hours without a meal break.
 - g) The Employer can arrange rest and meal breaks so that staff/children ratios are maintained
 - h) Those teachers that have 10 or more profile books shall have not less than 2½ hours non-contact per week; teachers with between 5 and 10 profile books shall have not less than 1½ hours non-contact time, and teachers with less than 5 profile books shall have not less than 1 hour non-contact time per week.
- 5.3 It is recognised there are times where the hours of work are flexible and the Employee may be requested to make themselves available for work outside normal work hours.
- 5.4 The Employer is not required to make extra payments where an Employee is requested to work overtime
- 5.5 A teacher who is called back to work after having completed the days work and having left the place of employment or is called back to work before the normal time of commencing work and who does not continue working until such commencing time shall be credited at the ordinary hourly rate for a minimum of two hours.
- 5.6 Where economic conditions are such that existing hours of work cannot be sustained by the Employer, the Employer will consult with the Employees to determine mutually acceptable arrangements to overcome the problem. Where the problem cannot be resolved by consultation in good faith, the Employer may alter the hours of work twenty eight days after having notifying the employee that their hours cannot be sustained. Where the employer requires the teacher to reduce hours by more than 50% of their existing hours that shall be classified as a redundancy and paid out under clause 13.1.
- 5.7 Punctuality is important. The Employee is to be prepared and ready to commence work at the appropriate starting time on each day. If the Employee is unable to attend work on any day or if the Employee will be late for work, then they shall take all practical steps to inform their manager or supervisor as soon as possible before the first date of absence.
- 5.8 No teacher shall require any teacher to lift, carry or move any load so heavy that lifting, carriage or movement would be likely to injure them.
- 5.9 The employer shall provide private adult size toilets for use by the teachers.
- 5.10 The employer shall provide and maintain for the use of teachers, adequate, suitable and conveniently accessible facilities for washing and shall keep these facilities in a clean and orderly condition.
- 5.11 The employer shall at all times keep records which shall be available for access by the employees.
- 5.12 No existing teacher coming within the scope of this agreement shall have their wages or salary reduced by reason of the operation of this agreement.

6. Terms of employment

- 6.1 All wages shall be paid by direct credit to an employee's bank account fortnightly, no later than Thursday. When pay day falls on a holiday, payment of wages shall be made not later than the working day immediately preceding the holiday.
- a) Teachers shall be paid forthwith upon discharge.
 - b) Where the employment is terminated by the teacher, payment of all monies due shall be made not later than on the expiration of notice.
- 6.2 In the event of an overpayment of wages to the Employee, the Employer may recover the amount of the overpayment provided the employee has been notified in writing of the intention to recover an overpayment, the amount to be recovered, one week's notice of intended recovery, and the amount agreed to be repaid on a fortnightly basis to be not less than 10% of the overpayment.
- 6.3 In the event of termination of employment the Employer is authorised to deduct from the final pay whatever monies it may be owed under the employment relationship.
- 6.4 The Employer is entitled to make a rateable deduction from the Employee's pay for time lost through the Employee's own fault, for damage caused by the Employee's negligence, or for any time the Employee is absent from work without good reason. Such deductions shall not be greater than 25% of the after tax earnings of an employee
- 6.5 From the 1 January 2005 each staff member will receive a \$2000 childcare credit which can be used to provide childcare with the employer for children they have custodial care of. This allowance will be pro-rated for part-time staff. This provision does not apply to casual staff.
- 6.6 When an employee is absent from work for three or more consecutive days without the consent of the employer, the employee will be deemed to have terminated their employment and shall have their employment terminated by the employer.
- 6.7 The employee agrees to participate fully in any formal performance appraisal programme that shall be conducted by the Employer.
- a) Various strategies formulated by management to enhance professional development will also be fully supported in by Employees. This may include the setting of professional development objectives for individual Employees to help achieve such strategies.
 - b) Performance Appraisals will be completed on a planned and documented annual cycle after consultation and agreement with individual employees.
- 5.7.1 Uniform
- a) All Early Childhood Teachers will be provided with three (3) short sleeved polo shirts and two (2) polar fleece jackets as part of North Haven's compulsory uniform. The two lunch time staff and the auxiliary staff will also wear the uniform.
 - b) All uniforms remain the property of North Haven Child Care & Education Centre and are to be returned:
 - when replaced for any reason (on a needs basis),
 - on termination of employment

7. Holidays

- 7.1 Statutory holidays shall be paid in accordance with the provisions of the Holidays Act 2003.
- 7.2 The Employer shall give seven days' notice to the Employee if the Employee should be required to work on a statutory holiday.
- 7.3 If the Employee is required to work on a Statutory Holiday, payment for the Statutory Holiday will be made at the rate of time and half for hours actually worked. If the Employee works on a statutory holiday and that is a day that the Employee would normally work then the Employee is entitled to a paid day in lieu (a day off that can be taken at a later date that both parties agree to)
- 7.4 Statutory Holidays are those Public Holidays recognised by the Holidays Act. Christmas Day, Boxing Day, New Year's Day, 2nd January. If any of these days fall on a Saturday or a Sunday and that day would not otherwise be a working day for the employee, the holiday is transferred to the following Monday or Tuesday so that the employee still gets a paid day off if the employee would usually work on these days. Good Friday, Easter Monday, Anzac Day, Labour Day, Queen's Birthday, Waitangi Day and South Canterbury Anniversary. If any of these days falls on a Saturday or Sunday the following Monday shall be given as a holiday in lieu of the public holiday.
- 7.5 In addition when the Centre is closed, employees will be paid special leave, extra to their annual leave entitlement, for the Tuesday after Easter Monday and the next working day after Boxing Day.
- 7.6 For every teacher upon completion of 12 months service shall become entitled to an annual paid holiday of four (4) working weeks, paid on the basis of the teacher's average weekly taxable earnings or 8% whichever is the greater. For a teacher with less than 12 months service leave owing shall be calculated in the appropriate proportion.
- 7.7 All annual leave will be anniversarised at 15 December each year.
- 7.8 On completion of five years current continuous service, each teacher shall at the end of the fifth year and for subsequent years be entitled to an annual holiday of five (5) working weeks instead of four (4) working weeks.
- 7.9 The Centre is closed down over the Christmas/New Year period and all employees are required to take annual leave entitlement accordingly. Notification of the duration of this break shall occur by the 28th of February in each year
- 7.10 Of the remaining leave entitlement a minimum of one working week shall be taken as a block other than that when the Centre is closed down over the Christmas period. Such leave to be taken at a time agreed by the employer and the teacher.
- 7.11 Annual leave is not to be accumulated from year to year without the written consent of the Employer. Employees will forfeit any leave, which they fail to take after being given notice to do so, if consent has not been sought from and approved by the Employer in writing.

8. Sick Leave

- 8.1 After two (2) weeks continuous service, permanent employees shall be entitled to sick leave of 16 working days per year to cover their own or family sickness or emergency.

The 16 days of sick leave incorporated within this agreement are deemed to include and are not in addition to the 5 days sick leave provided in the Holiday Act 2003.

- 8.2 Sick leave shall accumulate up to 32 days. Where existing employees have accrued an amount greater than 32 days at the time of signing this agreement they shall retain those days until they are reduced to 32 when this agreement will come into play.
- 8.3 The Employer may require production of a medical certificate after 3 days absence as evidence of entitlement to sick leave.
- 8.4 All relievers shall be paid as per Holidays Act 2003.
- 8.5 Sick leave may be taken only when;
- a) The employee is sick
 - b) The spouse of the employee is sick; or
 - c) A dependent child or dependent parent of the worker or of the spouse of the worker is sick; or
 - d) Where there is an emergency requiring the employee to be present.
- 8.6 Employees are to notify the Employer of the need to take sick leave in advance where possible, or alternatively before the start of the working day.
- 8.7 Where a teacher is on accident compensation, the employer shall grant leave without pay for the period of ACC payments up to three months, except that in the case of work-related accidents such leave shall be extended for up to twelve months. Where the teacher does not intend to resume employment, they shall advise the employer at the earliest opportunity.
- 8.8 Where a teacher's health and safety are shown to be at risk through the course of their duties, the employer shall in consultation with the appropriate health and safety authorities take such steps as are necessary to provide protection for the teacher at the cost of the employer.
- 8.9 Infectious Diseases
When an early childhood teacher/kaiako contracts an infectious disease, as defined in the first schedule of the Health Amendment Act 1982, or has been in contact with a sufferer from an infectious disease and is prevented by direction of the Education (Early Childhood Centres) Regulations 1998 (or any subsequent legislation in place thereof) from attending work, special paid leave of up to five (5) days in any one year shall be allowed for the period of infection. Such leave shall not be offset against the sick leave entitlement.

9. Compassionate Leave

Extra paid leave may be granted under compassionate grounds at the discretion of the employer. The employer will give due consideration to a request made by the employee to access paid leave over and above leave entitlements.

10. Study Leave

On application a teacher shall be granted up to five working days per year paid study leave to enable them to attend in service courses, training courses, correspondence courses, completion of correspondence assignments meetings or conferences (other than union organised meetings etc). This may extend to cover travelling time. Management may also consider course fee, subscription and or resource subsidies.

This leave will be extended where the teacher is upgrading their qualifications to reach equivalence with the three year early childhood diploma up to maximum of 10 days per year and 50 % of course fees, and at the discretion of the management committee a further 5 days paid study leave may be granted.

11. Bereavement Leave

All employees shall be granted up to 3 days paid leave treated as bereavement leave under the Holidays Act 2003, on the death of the employee's spouse, parents, child, brother, sister, grandparent, father-in-law, mother-in-law or such person that has resulted in bereavement for the employee. Additional leave may be extended at the discretion of the employer.

12 Long Service Leave

On completion of 15 year's service with the employer, each employee shall be entitled to a one-off provision of one week's leave in addition to their annual leave entitlement. The timing of this leave shall be by agreement between the employer and the employee. However, such leave shall be taken within the five year period of which the entitlement became available. This entitlement must be taken within the five year it falls due. If it is not taken within this timeframe, the leave will be forfeited.

13. Expenses

13.1 All expenses shall have prior approval in advance of incurring a liability and requesting a reimbursement.

13.2 The Employer will pay for registration fees, travel and accommodation.

13.3 Employees will be reimbursed on receipt for expenses incurred that have a significant professional registration component and relevance to the Centre.

13.4 Meals will be reimbursed to the value of \$30.00 total in any 24 hour period for when staff are required to staff away overnight for the purpose of professional development.

13.5 The employer will pay the costs of teacher registration.

13.6 All Employees are paid for meetings that they attend.

13.7 First Aid All North Haven teaching staff are required by legislation to hold a current NZQA 6400 First Aid Certificate. All costs for acquiring such a certificate, and its renewal, will be paid by the employer.

14 Redundancy

14.1 When the services of an employee is no longer required on grounds of redundancy by a reduction in child numbers resulting in some surplus staff the employer shall notify the employee giving the employee/s not less than 28 days' notice of redundancy. Such employees shall be paid two weeks redundancy.

14.2 When the services of the employee are no longer required on the grounds of redundancy as a result of the total childcare operation being closed, the employer shall notify the employee 28 days prior to the date of the redundancy. Such employees shall be entitled to be paid 4 weeks redundancy.

14.3 The period of notice is to allow time for discussion between the employer and the employee/s of the reasons for the possible redundancy and to determine whether there is any alternative to redundancy.

14.4 The employee may be required to work out the period of notice.

14.5 Where North Haven Child Care & Education Centre is sold or transferred and existing staff are offered employment on same or similar terms with the new owner then Aoraki

Community Education Trust Board will not pay redundancy compensation to the Employee. Refer to 14.7 Employee Protection Clause.

- 14.6 Clause 14.1 does not apply in cases of redundancy unless the hours are reduced by more than 50% as specified in clause 5.6.
- 14.7 **Employee Protection Clause** These employee protection provisions are to be read in conjunction with the redundancy provisions of this agreement
- a) For the purposes of these provisions “affected employee”, “restructuring” and “new employer” shall have the same meaning as in Part 6A of the Employment Relations Act 2000. “Employer” shall mean the original employer party to this Collective Agreement.
 - b) In any case of restructuring, as defined in s69L of the Employment Relations Act 2000, the employer will notify the employees and NZEI Te Riu Roa that restructuring is a possibility, including any proposal that may impact on employees, as soon as is reasonably practicable; subject to protecting the commercial position of the employer from being unreasonably prejudiced.
- 14.8 In situations covered by this clause, the employer will take the following steps as soon as is reasonably practicable.
- a) Advise the proposed new employer that affected employees are members of NZEI Te Riu Roa and covered by this Collective Agreement.
 - b) Notify the new employer of the number of affected employees and provide details of the work currently performed by those employees together with details of the terms and conditions of their employment (including the total remuneration of each affected employee, length of service and any accrued benefits or entitlements).
 - c) The Employer will request that the new employer submit a proposal for the employment of the affected employees by the new employer, including the terms and conditions upon which those employees would be offered employment by the new employer.
 - d) Negotiate with the new employer the number and type of positions in respect of which the affected employees may be offered employment by the new employer.
 - e) Use its best endeavours to secure employment of the employees with the new employer.
 - f) Give affected employees and NZEI Te Riu Roa notice of:
 - The proposed change
 - Who the proposed employer is
 - Whether the proposed new employer intends to take on some or all of the affected employees, and if so the nature of those opportunities.
 - Whether the new employer is a party to a Collective Agreement that covers the work to be done by the affected employees.
 - g) 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 the redundancy clause of this Agreement.
 - h) If an employee is offered and declines the offer of 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 redundant for the purposes of the redundancy clause of this Agreement.

- i) If an employee is not offered employment with the new employer on the same terms and conditions or accepts or declines an offer that is not on the same or at least no less favourable terms and conditions of employment, he/she will be deemed redundant for the purposes of this Agreement.

15. Disciplinary Procedures

Any discipline will follow the policy and procedures of the Centre as attached as Appendix 3.

16. Termination

- 16.1 The employee may terminate this agreement on not less than four weeks notice, or lesser by mutual agreement.
- 16.2 Should the employee leave without the required notice being given, the employer may deduct pay for the period of notice not actually worked.
- 16.3 The employer may terminate an employee for breach of the code of conduct or for non-performance on giving no less than two weeks notice.
- 16.4 The employer may terminate an employee who is no longer able to carry out their duties by reason of illness injury or accident.
- 16.5 Serious misconduct may give rise to summary dismissal and no notice need be given.
- 16.6 Upon termination the employee shall immediately deliver up to the employer all records, equipment, keys belonging to the employer.

17. Personal Grievance and Dispute Procedures

The procedure for settlement of personal grievances and disputes concerning the interpretation application, or operation of this agreement shall be referred to in the Employment Relations Act 2000 and is outlined in the Appendix 3 attached to this agreement

18. Non Solicitation

The Employee shall not at any time during the period of employment or for a period of six months after termination of employment, for whatever reason, either on the Employee's own account or for any other person, firm, organisation or company solicit, endeavor to entice away from or discourage from being employed by the Employer, any other employee or actual client/customer or prospective client/customer of the Employer.

19. Confidentiality of Employment Agreement

This agreement and its contents are confidential. The Employer and the Employee or their authorised representatives will not communicate it or any part of it to any other party

20. Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to any employee who qualifies for parental leave in accordance with that Act.

21. Reduction of Wages and Conditions

No existing teacher coming within the scope of this agreement shall her/his wages or salary reduced by reason of the operation of the agreement.

22. KiwiSaver

The Employee has the option of joining KiwiSaver, and as a new employee will be automatically enrolled into KiwiSaver. KiwiSaver is a voluntary, work-based savings initiative to help New Zealanders with their long-term saving for retirement. More information about KiwiSaver, including what employers and employees need to do to start a savings scheme, is available from <http://www.kiwisaver.govt.nz>.

23. Term of Collective Employment Agreement

This agreement shall be deemed to have come into force on 1 July 2015 and shall continue until 30 June 2017.

24. Variation of Employment Agreement

This agreement may only be amended or varied by written consent signed by both parties.

It is agreed that the parties will meet again if necessary to discuss implications of any changes made to Government funding; The parties may agree to alter the wage schedule as a result of these discussions, but it is agreed that no employees will be disadvantaged as a result of these discussions.

Wages and Salary

The pay increase will be for the first year 1%, 1 July 2015 to 30 June 2016, of the term (shown Appendix 1).

Wage rates will increase by 1% on 1 July 2016 as shown for the second term of the agreement (shown Appendix 2).

Salary is for a 40 hour week, 52 week year

(Salary = hourly rate x 40 hours per week x 52 weeks per year)

Appendix 1

Wages and Salary

Minimum Wage Rates

North Haven 2015		
<i>1% pay increase effective 1 July 2015</i>		
Step	Hourly Rates	Annual Salary
1	\$14.63	\$30,430.40
2	\$15.49	\$32,219.20
3	\$16.15	\$33,592.00
4	\$16.36	\$34,028.80
5	\$17.91	\$37,252.80
6	\$18.98	\$39,478.40
7	\$20.66	\$42,972.80
8	\$22.14	\$46,051.20
9	\$22.89	\$47,611.20
10	\$23.88	\$49,670.40
11	\$25.12	\$52,249.60
12	\$26.79	\$55,723.20
13	\$27.84	\$57,907.20
14	\$30.10	\$62,608.00
15	\$30.67	\$63,793.60
16	\$32.03	\$66,622.40

Deputy Head Teacher \$71,703.53

Positions will be from 35-40 hours per week. The salary will be for a 40 hour week from 1 July 2013.

Appendix 2

Wages and Salary

Minimum Wage Rates

North Haven 2016		
<i>1% pay increase effective 1 July 2016</i>		
Step	Hourly Rates	Annual Salary
1	\$14.78	\$30,742.40
2	\$15.64	\$32,531.20
3	\$16.31	\$33,924.80
4	\$16.52	\$34,361.60
5	\$18.09	\$37,627.20
6	\$19.17	\$39,873.60
7	\$20.87	\$43,409.60
8	\$22.36	\$46,508.80
9	\$23.12	\$48,089.60
10	\$24.12	\$50,169.60
11	\$25.37	\$52,769.60
12	\$27.06	\$56,284.80
13	\$28.12	\$58,489.60
14	\$30.40	\$63,232.00
15	\$30.98	\$64,438.40
16	\$32.35	\$67,288.00

Deputy Head Teacher \$72420.57

Positions will be from 35-40 hours per week. The salary will be for a 40 hour week from 1 July 2012.

Untrained teachers are paid between step 1 and step 4 inclusive

In training teachers are paid between step 2 and step 6 inclusive

Trained teachers are paid between step 5 and step 12 inclusive

Bachelor teachers are paid between step 9 and step 16 inclusive

Dismissal and Competency

The unusual and serious step of dismissing an employee is one that the Trust Board will not take lightly and will only be done on the authority of the Chairperson of the Trust Board. Dismissal may occur either in the case of **serious misconduct** (as defined later) or after the following **disciplinary procedure** has taken place. In certain circumstances, employees may be **instantly dismissed** – i.e. without warnings or notice. Matters of serious misconduct will normally result in instant dismissal. The Trust Board may in some situations **suspend** an employee while investigating matters of alleged misconduct.

Disciplinary Procedures

Disciplinary action taken by the Trust Board against any employee will normally be for misconduct. The Trust Board will observe two key principles when undertaking disciplinary action:

1. The misconduct is serious and/or persistent and the facts relating to the misconduct are accurate and verifiable.
2. The disciplinary process will be conducted fairly.

The Disciplinary Procedure to be Used

Step 1 - Investigation

Should an employee's conduct be unsatisfactory, the Trust Board or their representative, will undertake a full and fair investigation of the matter. This may involve checking facts, interviewing witnesses and reviewing the employee's personal file.

The employee involved will be told promptly of the nature of the Trust Board's, or their representatives, concern with their conduct and will be asked to meet with the Management Committee of their group to discuss these concerns. The employee will be informed, prior to the meeting, of their right to arrange representation, to seek advice or to ask a witness to attend the meeting.

Step 2 - Interview the Employee

The subsequent interview with the employee should be undertaken promptly and in a private and confidential environment. The discussion should be a fact-finding exercise only with the objective to clarify the employee's response and to understand their perception of the problem. No judgements should be made or opinions formed until the matter has been thoroughly explored. Often at this point when the facts have been clarified and understandings reached, the solution becomes obvious.

This phase of the meeting however may need to be followed with a clear explanation to the employee of what the precise nature of their misconduct as understood by the Trust Board or their representative. Accurate, verifiable and, where possible, documented information should be provided to the employee, demonstrating clearly the Trust Board policy which has been breached.

The corrective action required should be explained to the employee and where there is the possibility of future disciplinary action, the employee should be made aware of this.

Step 3 - Further Action

Any further investigation necessary should be undertaken before a decision is made as to what further action, if any, should be taken. Possible future action that may be taken could include:

- further training
- counselling
- reallocation of duties
- further monitoring
- warning
- suspension
- dismissal

Step 4 - Meet with the Employee Again

A second meeting with the employee may be necessary. Initially the employee should be asked whether they have any further explanations or points they wish to raise before proceeding. Any new information arising out of the Trust Board, or their representative's, investigations should be put to the employee for their response. That response should be carefully considered by the Trust Board before proceeding further.

Once the Trust Board has considered carefully and objectively its investigations and the employee's response it should make a decision regarding the problem and promptly convey that decision verbally (and usually in writing) to the employee. Where appropriate a time frame for an improvement in behaviour should be given. The employee should be told explicitly the consequences of any further unsatisfactory actions.

As with the first meeting, the employee should be offered the right of representation or the presence of a witness at the subsequent meeting.

Warnings

Unless the matter is so serious that it warrants instant dismissal, employees are entitled to be warned about disciplinary breaches and told of the manner in which their conduct must improve.

Warnings may be either verbal or written. Where a verbal warning is given the supervisor should take notes and these should be held with the employee's personal file. It is generally wise to provide the employee with at least two warnings. The warning should include:

- a statement of the specific problem
- the contractual requirement or organisation policy which has been breached
- the corrective action required
- the time period within which the behaviour must be corrected
- reference to the meeting and the employee's explanation
- The Trust Board's decision e.g. "This is the final warning....."
- the consequences of any further unsatisfactory or behaviour e.g. ".....may/will result in dismissal"
- reference to prior warnings (where appropriate).

Misconduct

Misconduct may involve any of the following:

- Neglect - habitual or repeated neglect of an employee's work duties constitutes grounds for disciplinary action and possible dismissal.
- Incompetence - poor performance or incompetence backed up by documented evidence, warning and ample opportunity to perform to required standards, may lead to dismissal.
- Absence - Habitual absence or persistent lateness may lead to disciplinary action and possible dismissal.

Serious Misconduct

Serious misconduct is behaviour or actions by an employee which are inconsistent with the due and faithful discharge by an employee of their duties of service. They include:

- dishonesty
- inability to carry out work due to consumption of non prescription drugs or alcohol
- breach of confidence
- insubordination
- insolence
- violence

Serious misconduct could also include failure to follow a lawful and reasonable instruction from a supervisor e.g. ignoring a safety procedure.

Instant Dismissal

Employees guilty of serious misconduct are liable to instant dismissal. Instant dismissal does not mean that the dismissal process outlined above should be unnecessarily hurried or lacking in thoroughness. It remains important that the employee be told prior to the meeting with the Trust Board or Management Committee, the purpose of the meeting, the nature of the allegations of misconduct and their right to seek representation, take advice and ask for the presence of a witness. Additionally if dismissal is a possible outcome of the investigation, the employee should be informed of this possibility prior to the meeting.

The Trust Board or Management Committee will investigate the alleged serious misconduct thoroughly and consider the employee's explanations before deciding on any dismissal action.

An employee instantly dismissed will be paid up to the day of dismissal and will receive any holiday pay owing.

Suspension

An employee who is suspended will be required to absent themselves from the Trust Boards premises and not undertake their normal work duties, while the Trust Board and Management Committee carries out an investigation into the allegations of misconduct. Any period of suspension will last for the minimum period required for a proper investigation. Unless the employee's contract requires otherwise, the employee will be suspended on full pay.

Competency

Where the Trust Board has concerns about the competency of an employee, the Head Teacher shall put in place appropriate assistance and personal guidance to assist the employee.

Where that assistance and guidance has not remedied the situation the following provisions should govern the action to be taken.

- (a) The employee must be advised in writing of the specific matter causing concern and the corrective action required and the time frame allowed. This time frame should be relevant to the matter causing concern.
- (b) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee.
- (c) A copy of any report given to the employer shall be given to the employee.
- (d) No action shall be taken on the report until the employee has had reasonable time to comment (in writing, verbally or both).
- (e) If the steps above fail to resolve the matter of concern, the employer may where justified dismiss the employee.

Information about resolving an Employee's relationship problem

This is the plain language explanation about the services available for resolving employment relationship problems as required by the Employment Relations Act 2000.

The Department of Labour provides mediation services, which can assist Employers and Employees in resolving their employment relationship problems. The Department of Labour's services include:

- Information about rights and obligations
- Assistance in resolving problems
- Information about services

Procedure for settlement of personal grievances

1. If the Employee considers that they have grounds for a personal grievance, they must raise the grievance to the Employer or a representative of the Employer.
2. The grievance must be raised within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the Employee, whichever is the later, unless the Employer consents to the personal grievance being submitted after the expiration of that period.
3. Where the Employer does not consent to the personal grievance being submitted after the expiration of the 90 day period, the Employee may apply to the Employment Relations Authority for leave to submit the personal grievance after the expiration of that period.
4. Where a personal grievance has been raised to the Employer, the Employer must respond to the personal grievance within 14 days from the day the Employee has made the Employer aware (or as soon as the Employer ought to reasonably to be aware) that the Employee alleges a personal grievance that the Employee wants the Employer to address.
5. The Employer must either grant the remedies sought by the Employee or provide a written statement setting out the Employer's view of the facts and the reasons why the Employer is not prepared to grant the remedies sought by the Employee.
6. If the Employee is not satisfied with the Employer's written response or the Employer fails to provide a written response within the 14 day period, the Employee may refer the personal grievance to the Employment Relations Authority and the claim will be dealt with under the Employment Relations Act 2000.

Procedure for settlement of disputes about the interpretation, application or operation of employment agreements

1. If the Employee considers that they have a dispute about the interpretation, application or operation of their employment contract, they must submit the dispute to the Employer or a representative of the Employer.
2. The dispute must be submitted within the period of 90 days beginning with the date on which the action alleged to amount to the dispute occurred or came to the notice of the Employee, whichever is the later, unless the Employer consents to the dispute being submitted after the expiration of that period.
3. Where the Employer does not consent to the dispute being submitted after the expiration of the 90 day period, the Employee may apply to the Employment Relations Authority for leave to submit the dispute after the expiration of that period.
4. Where a dispute has been submitted to the Employer, the Employer must respond to the dispute within 14 days from the day the Employee has made the Employer aware (or as soon as the Employer ought to reasonably to be aware) that the Employee alleges a dispute that the Employee wants the Employer to address.
5. The Employer must either grant the remedies sought by the Employee or provide a written statement setting out the Employer's view of the facts and the reasons why the Employer is not prepared to grant the remedies sought by the Employee.
6. If the Employee is not satisfied with the Employer's written response or the Employer fails to provide a written response within the 14 day period, the Employee may refer the dispute to the Employment Relations Authority and the dispute will be dealt with under the Employment Relations Act 2000.