

# KiNZ

# Collective

# Employment

# Agreement

(KCEA - 2024 – 2025)

**PART ONE: General**

- 1.1 Parties to the Agreement
- 1.2 Coverage
- 1.3 Term of Agreement
- 1.4 Variations
- 1.5 Definitions
- 1.6 Commitment to Te Tiriti o Waitangi

**PART TWO: Terms of Employment**

- 2.1 Hours of Work
- 2.2 Good Employer Practice/Equal Employment Opportunities
- 2.3 Appointments
- 2.4 Job Sharing
- 2.5 Health and Safety
- 2.6 Non-Contact
- 2.7 Staff Meetings
- 2.8 Superannuation

**PART THREE: Remuneration**

- 3.1 Method of Payment
- 3.2 Salaries and Wages
- 3.3 Salary on Appointment
- 3.4 Qualification Groups
- 3.5 Service Recognition
- 3.6 Previous Relevant Work Experience
- 3.7 Appointment to a lower salary scale
- 3.8 Improved Qualifications
- 3.9 Salary Progression
- 3.10 Deferred Progression
- 3.11 Leave Without Pay
- 3.12 Recovery of Overpayment
- 3.13 Deduction from Wages
- 3.14 Tutor Teacher Allowance

**PART FOUR: Holidays and Leave Provisions**

- 4.1 Public Holidays
- 4.2 Annual Leave
- 4.3 Sick Leave
- 4.4 Bereavement / Tangihanga Leave
- 4.5 Parental Leave
- 4.6 Partners Leave
- 4.7 Parental Grant
- 4.8 Professional Development Leave
- 4.9 Court Leave
- 4.10 Special Leave
- 4.11 Domestic/Family Violence Leave
- 4.12 Flexible Working Arrangements

**PART FIVE: Reimbursing Allowances**

- 5.1 Motor Vehicle Running Expenses
- 5.2 Evening Work
- 5.3 Expenses Incurred in the Attendance at Courses
- 5.4 Higher Duties Allowance

**PART SIX: Complaints, Competency and Discipline**

- 6.1 General Principles
- 6.2 Ngā Kōrero me Ngā Tikanga
- 6.2 Discussions in a Māori Context
- 6.3 Competency
- 6.4 Discipline
- 6.5 Suspension
- 6.6 Instant Dismissal
- 6.7 Abandonment of Employment
- 6.8 Termination of Employment
- 6.9 Redundancy

**PART SEVEN: Terms of Employment and Health & Safety**

- 7.1 Confidentiality
- 7.2 Conflict of Interest
- 7.3 Employer Property
- 7.4 Health & Safety at Work
- 7.5 First Aid Certificate

**PART EIGHT: Union Provisions**

- 8.1 Worksite Representative
- 8.2 Right of Entry
- 8.3 Union Meetings
- 8.4 Union Roles
- 8.5 Employment Relation Education Leave

**PART NINE: EMPLOYMENT RELATIONS PROBLEMS**

- 9.1 Services available for Resolution
- 9.2 Personal Grievances
- 9.3 Mediation Services
- 9.4 Employment Relations Authority

**PART TEN: SUPPORT STAFF**

- 10.1 Remuneration
- 10.2 Appointment on a Scale
- 10.3 Progression on a Scale
- 10.4 Deduction from Wages

**PART ELEVEN: TECHNICAL CHANGES**

- 11.1 Technical Changes

Appendix A Terms of Agreement

## PART ONE: GENERAL

### 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) Kindergarten NZ Ltd (KiNZ)
- (ii) NZEI Te Riu Roa

### 1.2 COVERAGE

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

- Centre Manager
- Lead teacher
- Teacher
- In-training teaching assistant
- Unqualified teaching assistant
- Administrator
- Teacher aide
- Cook / lunch person

b) New employees of KiNZ whose work is within the coverage clause of this Agreement, shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this Collective Agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this Collective Agreement.

### 1.3 TERM OF AGREEMENT

This agreement shall come into force on 01 September 2024 and shall continue in force until 01 September 2025.

### 1.4 VARIATIONS

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

### 1.5 DEFINITIONS

**Centre Manager:** is a qualified and certificated early childhood teacher who is the professional and pedagogical leader of a KiNZ centre and has substantive responsibility for the management and day to day operation of the centre.

**Lead Teacher:** is a qualified and certificated early childhood teacher who supports the centre manager and has delegated responsibilities from their Centre Manager for the professional leadership and day to day supervision of the staff working in the centre.

**Teacher:** is a qualified and certificated early childhood teacher who is employed in the education and care of the children in the centre.

**In-training teaching assistant** means an employee primarily employed in teaching duties who is undertaking an early childhood teaching qualification recognised by the Education Council of Aotearoa New Zealand for certification. The employers may have designated in-training positions. In the case of a designated in-training position, on attainment of the qualification, the employee employed in the position shall cease to be employed.

**Unqualified teaching assistant** means an employee primarily employed in teaching duties who does not hold an early childhood teaching qualification recognised by the Education Council of Aotearoa New Zealand for certification purposes. The employer may have designated unqualified positions.

**Administrator** means an employee who is substantively employed to undertake administration, or administration and support, duties in a KiNZ 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.

**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.

**Child Contact Time:** is time spent directly engaged with a child or group of children (including pedagogical observation) when the centre is open for instruction.

**Non-contact Time:** is time spent undertaking responsibilities other than child contact within a teacher's normal hours of work.

## 1.6 COMMITMENT TO TE TIRITI O WAITANGI

The parties acknowledge the principles of Te Tiriti o Waitangi, and the bicultural foundations of Aotearoa New Zealand and are committed to honouring Te Tiriti o Waitangi.

## **PART TWO: TERMS OF EMPLOYMENT**

### **2.1 HOURS OF WORK**

- a) For a full time, employee, the normal hours of work to properly fulfil the duties and responsibilities connected with their employment should, as far as practicable, not exceed 40 hours per week to be worked from Monday to Friday inclusive.
- b) For a part-time teacher the normal hours of work to properly fulfil the duties and responsibilities connected with their employment should be less than 40 hours per week and, as far as practicable, not exceed the total hours of work set out in their letter of appointment to be worked from Monday to Friday inclusive.
- c) All hours of work shall be continuous from the time of starting each day without any breaks, other than the following breaks, in accordance with the Employment Relations Act:
  - i For employees who work up to four hours in the day: one 10-minute paid refreshment break.
  - ii For employees who work more than four hours and up to six hours in the day: one 10-minute paid refreshment break, and one unpaid 60-minute lunch break.
  - iii For employees who work more than six hours and up to 10 hours in the day: two 10-minute paid refreshment breaks, and one unpaid 60-minute lunch break.
  - iv The lunch break may be reduced to not less than 30 minutes, by mutual agreement between the employee and the Centre manager or to meet an emergency at the centre.
  - v Breaks shall be taken as rostered by the Centre manager to ensure that appropriate coverage is maintained and the employee receives the breaks they are entitled to.

### **2.2 GOOD EMPLOYER PRACTICE/EQUAL EMPLOYMENT OPPORTUNITIES**

- a. The employer complies with the principles of being a good employer and by taking responsibility or enabling equal opportunities for employees. These responsibilities include:
  - i. Good and safe working conditions;
  - ii. Equal employment opportunities;
  - iii. Recognition of the aims and aspirations and employment requirements of Māori people;
  - iv. Opportunities for the enhancement of the abilities of individual teachers;
  - v. Recognition of the aims and aspirations and the cultural differences of ethnic of minority groups;
  - vi. Recognition of the employment requirements of women; and
  - vii. Recognition of the employment requirements of persons with disabilities.

### **2.3 APPOINTMENTS**

- a. All part-time and full-time positions shall be permanent unless identified as fixed term positions; casual employees may also be employed.

- b. Offers of employment will be confirmed in writing including: The proposed position;
  - (i) Whether the appointment is permanent, fixed-term or for casual employment;
  - (ii) rate of pay; and
  - (iii) Except in the case of casual employees, the hours of work and in respect of teaching assistants, 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. An in-training teaching assistant shall also be employed on a fixed term basis where the position is designated in-training.
- d. Casual employees may be employed as operational circumstances so require. Casual employees work only as and when required and there is no expectation of ongoing work. Casual employees can accept or reject any offer of casual work. 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.

## **2.4 JOB SHARING**

- a. The employer will decide whether a position is suitable for job sharing. If so, any two teachers may jointly apply for a position and will be considered for joint suitability.
- b. If one of the joint holders subsequently resigns or retires, the remaining job share participant may approach the employer with a new suitable job share partner or transfer to the vacancy arising in respect of the balance of the position thereby becoming full-time. In the event that the remaining job share participant elects to resign as a result of the end of the job share, no redundancy shall be payable.
- c. Salaries will be paid on a pro-rata basis. Annual increments shall be payable on the same basis as for full-time teachers. Teachers shall be entitled to public holidays, annual holidays, sick leave and other leave (on the same basis as permanently appointed full-time teachers) but will be paid on a pro-rata basis.

## **2.5 HEALTH & SAFETY**

- a. Where 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 basis and pre-exposure immunisation made available as advised by the Ministry of Health.

- c. The employer shall take reasonably practicable 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 at Work Act 2015 and the AKA Health and Safety Manual/policy

## **2.6 NON-CONTACT TIME**

- a. Non-child contact is time spent undertaking responsibilities other than child contact within a teacher's normal hours of work and may include such work as preparation of food, administration, planning, shopping, parent contact, preparation of activities etc.
- b. Full time teachers are entitled to a minimum of three hours of the total ordinary hours for which they are employed each week to worked as non-contact time (rounded to the nearest half hour)
- c. Additional time may be taken by mutual agreement with the centre manager provided it fits within the current operating model of the centre.
- d. Part time teachers/relieving teachers will have their non-contact time negotiated on appointment.
- e. Availability to the children in cases of accident or emergency will not be diminished during this period.

## **2.7 STAFF MEETINGS**

- a. Centre managers and teachers shall be required to attend two staff meetings per month, each meeting being up to two hours duration. Staff meetings are to be held at the end of the day, after all children have left the centre.
- b. Payment for attendance at staff meeting for all staff, including centre managers and lead teachers, of up to two hours will be approved through the submission of timesheets for each meeting attended.
- c. Additional meetings may be scheduled at the employer's discretion.

## **2.8 SUPERANNUATION**

- a. Where the employee is eligible for, or is a current member of a KiwiSaver scheme under the KiwiSaver Act 2001, the Employer will make an employer contribution to that scheme, matching the Employee's contribution dollar for dollar, up to the maximum employer contribution as is required by law.



## PART THREE: REMUNERATION

### 3.1 METHOD OF PAYMENT

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

### 3.2 SALARIES AND WAGES

#### a. Centre Managers

K2	Rate effective from 1 December 2023	Rate effective from 2 December 2024
	\$101,120	\$107,664

**Lead Teachers:** Lead teachers shall be paid at their applicable salary rate as determined by the base-scale and an allowance of \$2000 per annum.

#### Base-scale Teachers

Step	Qualification	Rate effective from 1 December 2023	Step	Qualification	Rate effective from 2 December 2024
1	P1E, P2E, P3E	\$57,358	1	P3E	\$61,329
2		\$59,544			
3	P3+E	\$61,948	2	P3+E	\$64,083
4	P4E	\$64,133	3	P4E	\$66,586
5	P5E	\$67,794	4	P5E	\$70,779
6		\$71,869	5		\$75,340
7		\$76,261	6		\$80,224
8		\$81,566	7		\$86,123
9		\$85,915	8		\$90,960
10	P1M, P2M, P3M	\$92,175	9	P3M	\$97,920
11	P3+M, P4M, P5M	\$96,820	10	P3+M, P4M, P5M	\$103,086

### 3.3 SALARY ON APPOINTMENT

- a. On appointment, a teacher shall be paid on the appropriate salary scale and step having regard to:
  - i. the applicable qualification group classification as per clause 3.3.4 and
  - ii. any service recognised for salary purposes as per 3.3.5 and
  - iii. any previous relevant work experience as per 3.3.6
- b. On reappointment, a teacher shall be paid on the appropriate salary scale and step having regard to:
  - i. the qualification group classification at the time of reappointment, and
  - ii. any service during the period away from teaching service that may be recognised for salary purposes as per 3.3.5 and 3.3.6

- iii. A teacher who has completed training and has no service recognition for salary purposes shall be paid a salary during the first year of service at the first step of the relevant qualification grouping.

### 3.4 QUALIFICATION GROUPS

- a. An employee placed on the salary scale shall be certificated and hold a teaching qualification.
- b. Employees are assessed on the highest qualification held.
- c. New Zealand qualifications that are registered on the National Qualifications Framework shall be recognised for salary purposes.
- d. Overseas qualifications are assessed by the New Zealand Qualifications Authority to the nearest New Zealand equivalent qualifications.
- e. **From 2 December 2024** the Qualification Group Notations for the base salary scale entry points (E) and base scale maximum points (M) for each qualification group defined below:
- f. **P3** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above on the NZQF, or equivalent overseas teaching qualifications recognised by the NZQA.  
**Note:** An employee shall be classified as P3 on the relevant scale if, in addition to having the qualifications recognised for a teacher, that employee is awarded He Tohu Māori.  
**Note:** *also includes teachers previously placed in P1 and P2 qualification groups*
- g. **P3+** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:
  - a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or
  - an honours degree of teaching; or
  - equivalent overseas qualifications recognised by the NZQA or an overseas qualification where NZQA has determined that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any area of study that is not initial teacher education.
- h. **P4** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:
  - a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or
  - two subject or specialist level 7 qualifications on the NZQF (as listed above); or
  - a master's degree of teaching; or
  - equivalent overseas qualifications recognised by the NZQA.
- i. **P5** for teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:
  - a subject or specialist level 9 qualification on the NZQF - masters or doctorate; or

- equivalent overseas qualifications recognised by the NZQA.

### 3.5 SERVICE RECOGNITION

- a. Service within New Zealand as a trained early childhood teacher in a teaching capacity in a licensed early childhood centre or the Early Childhood Service of Te Aho o Te Kura Pounamu (The Correspondence School) shall be recognised for salary purposes.
- b. Service within New Zealand as a Head or Senior Teacher in a kindergarten shall be recognised for salary purposes.
- c. Service as a qualified certificated teacher employed in a teaching position within a New Zealand state or state integrated school (including Kaupapa Māori education) shall be recognised for salary purposes.
- d. Service of qualified certificated relieving teachers employed continuously for six weeks or more in a New Zealand licensed early childhood centre or a state or state integrated school (including Kaupapa Māori) shall be recognised for salary purposes.

### 3.6 PREVIOUS RELEVANT WORK EXPERIENCE

- a. In addition to service recognised under 3.3.3, the employer shall recognise previous paid work experience that is directly relevant to the teacher's duties and responsibilities and which has occurred within 10 years of the application for credit, subject to the provisions of this clause.
- b. Any previous relevant paid work experience recognised under this clause shall be credited as half-service up to a maximum of two steps. Half credit shall mean that each year (or part thereof) will count as six months (or part thereof) of service for salary purposes. A special case may be made by a teacher to the employer to have crediting of relevant paid work experience in excess of the maximum considered.
- c. Previous relevant paid work experience means professional employment using knowledge of the education service, and/or teaching skills including:
- d. Voluntary Service Abroad - providing service was in a teaching position while the teacher held a teaching certificate;
  - Teacher education lecturers and community education tutors - providing service was in a teaching position while the teacher held a teaching certificate;
  - Kaiarahi i te Reo;
  - Teacher Aides / Kaiawhina;
  - Public sector employment with education focus, e.g., Ministry of Education, Early Childhood Development or other Crown Education Agencies;
  - Education officer in Government and non-Government organisations;
  - Special Education;
  - Social worker employed by DSW or Board of Trustees;
  - Professional officer of NZEI Te Riu Roa/PPTA/TTANZ;
  - Librarian;
  - Museum, Art Gallery, Zoo education officers;
  - Untrained employees in teaching positions in licensed early childhood education centres including kindergartens and nga kōhanga reo; and
  - Family day care co-ordinators in licensed home-based early childhood education services.

- e. Application shall be made by the teacher as soon as practicable following appointment, but in any event within three months of their appointment. The teacher shall, at the time of application, provide evidence to the satisfaction of the employer of previous relevant paid work experience before any such service will be considered for recognition under this clause.
- f. Previous relevant paid work experience in a less than full-time position shall be credited, where recognised, as a proportion of full-time employment based on a 40-hour week. Where service recognition is claimed for previous relevant paid work experience undertaken on a part-time basis, the evidence of such service must include details of the hours worked.
- g. Where a teacher who has previous relevant paid work experience recognised by previous employer that teacher shall be entitled to retain that service credit unless sub-clause 3.6 h below applies.
- h. Prior to commencement with a new employer where the employer considers that some or all of the previous relevant paid work experience is not relevant (in terms of clause 3.6 to the teacher's duties the association shall advise the teacher, prior to the letter of offer.

### **3.7 APPOINTMENT TO A LOWER SALARY SCALE**

- a. A teacher who takes a position in a lower salary scale shall receive credit in that scale for service in any higher scale.

### **3.8 IMPROVED QUALIFICATIONS**

- a. Teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s), move to the step in the appropriate scale corresponding to their current salary rate in the lower scale. Where their current salary rate is lower than the entry step for the new (improved) qualification group, they shall be placed on the applicable entry step. The effective date of improvement of qualification(s) to a higher group in this situation is:
  - i. where qualifications are improved at the end of the academic year – the commencing date of the first term of the following year; or
  - ii. where qualifications are improved during an academic year – the date of official results.
- b. Teachers who have been on the top step of the salary scale for their qualification group for one or more years' service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step in their new salary scale from the effective date of improving their qualification(s). The effective date of improving qualification(s) to the higher salary group is the date of official notification from the relevant tertiary provider of achievement of the qualification. This date shall become their new anniversary date for salary progression purposes.
- c. Teachers shall be entitled to progress annually to the top step of the new scale on their increment date providing they meet the requirements for progression. No recalculation of service will occur because a teacher has improved their qualification(s).

### **3.9 SALARY PROGRESSION**



- a. For the purposes of determining annual progression from one step to the next, each teacher's performance will be assessed annually against the appropriate professional standards.
- b. When setting performance expectations and development objective(s) with individual teachers for the coming year, the appropriate performance standards against which the teacher is to be assessed should be confirmed between the teacher and the employer.
- c. For each teacher to progress annually to their next salary step they will need to demonstrate that they have meet the agreed performance objectives and appropriate professional standards.

### **3.10 DEFERRED PROGRESSION**

- a. Where a teacher has not met the appropriate professional standards throughout the assessment period the employer may defer salary progression.
- b. 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.
- c. If it is agreed that the teacher 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.
- d. Where a teacher is unable to attain the agreed level of performance and standards within the specified timeframe, the teacher will be required to undergo competency procedures as set out in 6.3.
- e. Local review process
  - i. Where a teacher disagrees with the employer's decision to defer their salary increment under the provisions of 6.4 the teacher may, within 14 days of being notified of the deferral, seek a review of that decision by notifying the employer in writing. The teacher may be represented during the process.
  - ii. A reviewer shall be a person nominated by the employer and acceptable to the teacher. The reviewer may be another staff member but 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 reasonable time the employer shall determine who the reviewer will be.
  - iii. The reviewer will give the teacher and the employer fair opportunity to make representations.
  - iv. The reviewer shall make recommendations to the employer within 30 days of receiving the teacher's application for review.
  - v. The employer shall make a final decision within 14 days of receiving the recommendation.



- vi. Where requested, the teacher shall have access to the information about him/herself provided to the employer by the reviewer.
- vii. Nothing in this clause prevents the teacher from taking a personal grievance in accordance with 9.2 of this Agreement.

### **3.11 LEAVE WITHOUT PAY**

- a. Where an employee has been granted leave without pay by the employer, the employer shall either:
  - i. Deduct the leave without pay from the employee's current pay period, or where it is not practicable to do so, the employer shall deduct the leave without pay from the employee's next pay period; or,
  - ii. Deduct the leave without pay from the employee's subsequent pay periods in such a manner as may be agreed between the parties.
- b. Nothing in this clause shall prevent the employer from pursuing any other remedies available in law to recover outstanding amounts owed to the employer. The employer should, however, endeavour to ensure that the employee is not caused undue hardship as a result of any such recovery.
- c. Leave without pay will be debited on the basis of working days of absence

### **3.12 RECOVERY OF 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 recovery of the overpayment shall be in a manner agreed between the employer and the employee concerned or, where the overpayment arose as a result of a previous period of employment, between the former employer and the employee concerned.
- c. Nothing in this clause shall prevent the employer from pursuing any other remedies available in law to recover overpayments. The employer should, however, endeavour to ensure that the employee is not caused undue hardship as a result of any such recovery.

### **3.13 DEDUCTIONS FROM WAGES**

- a. 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 or for any property of the employer which the employee has not returned.

### **3.14 TUTOR TEACHER ALLOWANCE**

- a) A tutor teacher is a fully certificated teacher who holds a current practicing certificate and is designated as being responsible for providing an advice and guidance programme to a provisionally certificated teacher working towards full certification. The



responsibilities of the tutor teacher include assisting the provisionally certificated teacher to meet the certification requirements.

- b) A tutor teacher allowance of \$600 per annum is payable to a designated tutor teacher while they are responsible for a provisionally certificated teacher, or teachers, who are permanently employed or employed to fixed term positions of at least ten consecutive weeks provided that the total combined hours of the provisionally certificated teachers are at least 0.8.
- c) A tutor teacher may be responsible for tutoring more than one provisionally certificated teacher concurrently, but shall only receive one payment of the allowance.
- d) Only one teacher may be designated as being responsible for tutoring any provisionally certificated teacher at any one time.
- e) The designation of tutor teacher shall be for no more than one calendar year on each occasion.
- f) Where the provisionally certificated teacher is employed for part of a year, the allowance shall be paid to the tutor teacher for that part of the year only.
- g) The tutor teacher and the provisionally certificated teacher engaged in the advice and guidance programme will receive paid release time of:
  - i. Tutor teacher: one day per year;
  - ii. Provisionally certificated teacher: two release days per year.
  - iii. Release days can be used for: professional discussion and feedback, observations, visiting other centres, writing up observations, or reviewing the PCT's folder.

## **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 Year's Day, 2<sup>nd</sup> January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Labour Day, Provincial Anniversary, Waitangi Day, Matariki 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**

#### **Annual leave:**

- a. On completion of 12 months service an employee shall be entitled to four (4) weeks annual leave, to be taken and paid in accordance with the Holidays Act.
- b. Employees shall manage their annual leave to ensure they have sufficient days for when centres over the Christmas period, except where otherwise agreed.

### **Long service leave:**

- a. For employees with 4 weeks annual leave, including support staff:  
On completion of five (5) years' service with KiNZ an employee shall, at the end of the fifth year be entitled to one weeks' or (5) working days special paid leave, which must be taken at a mutually agreed time within the year this entitlement is earned.
- b. On completion of ten years' service, KiNZ employees, including support staff, shall be entitled to an additional 5 working days special leave with pay in line with same conditions as per clause 4.2 c.

### **4.3 SICK LEAVE**

- a. The following provisions shall be inclusive of and not in addition to the provisions of the Holidays Act 2003.
- b. At the commencement of employment, the employee is entitled to 5 days' sick leave, then a further 7 days sick leave after 6 month's employment. On the first anniversary of their start date they will receive a further 12 days sick leave and 12 days per annum thereafter. Sick leave may be used for the employee themselves or to look after someone they normally care for.
- c. If the employee is sick and cannot come in to work, they must telephone their manager (or whoever they nominate) as soon as possible before they are due to start work.
- d. If the period of absence on sick leave exceeds three consecutive calendar days, the employee may be required to provide a medical certificate as proof of the injury or illness. The cost will be borne by the employee.
- e. Where the Employer believes it is warranted, they may ask the employee to provide a medical certificate as proof of sickness or injury where less than 3 days sick leave is taken. The cost will be borne by the employer.
- f. If the Employer has a concern about the health of an employee or their safety, or their effect on the health and safety of others at work, the employee agrees to undergo a medical assessment by a doctor nominated by KiNZ. The employee agrees that the resulting medical report may be used by KiNZ solely for the purposes of managing their employment. The cost would be borne by KiNZ.
- g. Sick Leave can be accumulated for up to 40 days.

### **4.4 BEREAVEMENT/TANGIHANGA LEAVE**

- a) In accordance with the Holidays Act 2003, an employee is entitled to 5 days bereavement leave on each occasion of the death of the employee's spouse, parent, child, brother, sister, grandparent, grandchild, father in law or mother in law. Spouse includes a de facto partner or same sex partner.
- b) An employee is entitled to 3 days paid bereavement leave if the employee or the employee's partner has a miscarriage or stillbirth. This leave is in addition to the employee's sick leave entitlement.





- c) The Employee, only in agreement with the Employer, is entitled to 1 day's bereavement leave where the bereavement results from the death of any other person, where the Employer will take into account:
  - i) The closeness of the relationship or association between the Employee and the deceased.
  - ii) Whether the Employee may have had any arrangements for the ceremony.
  - iii) Any cultural responsibilities the Employee has in relation to the death.
- d) Employees can apply for bereavement leave in respect of each bereavement suffered.
- e) If annual holidays have started or are about to start and the Employee suffers bereavement then the Employer must allow the Employee to take the period related to the bereavement as bereavement leave rather than annual leave.
- f) If bereavement leave is exhausted (that is 5 or 1 days leave for that particular bereavement) then the Employer may allow the Employee to take annual holiday entitlements if any entitlements are available.
- g) Employees are to notify the Employer of the need to take bereavement leave in advance where possible, and as soon as possible or alternatively before the start of the working day.

#### **4.5 PARENTAL LEAVE**

- a) Parental leave shall be granted in accordance with the Parental Leave and Employment Protection Act.
- b) An employee with 12 months service at the time of commencing leave is to be granted parental leave up to 12 months as the employee requires (an employee with six months service is entitled to up to six months leave). Parental leave shall be granted subject to the following conditions:
  - i. Parental leave shall be granted to the employee as leave without pay.
  - ii. An application for parental leave must be made at least three months before the employee intends to commence parental leave. Whenever practicable a longer notice period is desirable.
  - iii. The employee 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 an employee on parental leave decides to resign, notice of that decision must be given at least one month before the leave period expires.
  - v. If an employee returns to her/his employment after a break in service for parental leave, she/he shall maintain any service entitlements to sick leave accrued before her/his service was broken.
  - vi. An employee returning to employment after parental leave shall be entitled to return to an equivalent position in the same centre.
  - vii. All the parental leave provisions of this clause shall also apply to part time employees.

- viii. All parental leave provisions under this clause shall also apply to employees 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 employee is not a natural or adoptive parent.
- ix. Parental leave shall apply also to employee's male and female, on adopting a child under the age of five years.

#### **4.6 PARTNER'S LEAVE**

- a. Two weeks unpaid leave shall be provided where an employee 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.
- b. 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 employee's partner.

#### **4.7 PARENTAL GRANT**

- a) Where a permanent employee takes primary carer leave under the PLEPA, and subsequently returns to work before or upon the expiry of their parental leave, that employee shall be paid at that time a parental grant calculated on the basis of three weeks' full salary at the rate applicable to the employee in their last working week prior to the commencement of their parental leave.
- b) However, an employee who works less than full normal hours for a short period only, prior to taking leave, may have their case for full payment considered by the employer. When an employee is absent on leave for less than six weeks (30 working days), the full grant equivalent to two weeks' salary is still payable. The parental grant is not reduced because salary is received.
- c) Note: "Birth" means the birth of a child, whether live or still born, within the meaning of the Births, Deaths and Marriages Registration Act 1995.

#### **4.8 PROFESSIONAL DEVELOPMENT LEAVE**

- a) Full time permanent employees may be granted up to five working days (40 hours) per year paid professional development leave relevant to their role.
- b) Permanent part-time and part-year employees shall be entitled to professional development as above calculated on a pro rata basis.
- c) Unused entitlement is not carried into the next year.
- d) Professional development may include:
  - i. Learning and development which the employer approves the employee to participate in; and/or
  - ii. Learning and development opportunities relevant to the employee's role identified by the employee or employer and agreed by both parties.



- e) Time off in lieu: Where an employee is required by the employer to attend a meeting, Hui, conference or course, the employee shall 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.

#### **4.9 COURT LEAVE**

- a) An employee shall be entitled to paid leave for court services, provided that the employer shall be entitled to receive payment of any juror or witness fee from the employee.

#### **4.10 SPECIAL LEAVE**

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

#### **4.11 DOMESTIC/FAMILY VIOLENCE SUPPORT**

- a. Employees who experience domestic/family violence can seek support and assistance from their employer. Employees dealing with such issues are encouraged to seek confidential assistance from their manager.
- b. The employer will support staff experiencing family violence in accordance with the provisions of the Employment Relations Act and the Holidays Act. This support includes **Family violence leave**:
  - i. Family violence leave shall be granted in accordance with the provisions of the Holidays Act 2003 and its amendments. Family violence leave can be used for medical appointments, legal proceedings and other matters related to family violence.
  - ii. This leave is in addition to the annual leave and sick leave provisions in this agreement.
- c. In accordance with the Holidays Act, an employee who is experiencing family violence is eligible for family violence leave after six months current continuous service with the employer; the entitlement is to up to 10 days leave in each subsequent 12-month period. The employer may require evidence that the employee is affected by family violence. This section is added to provide general information about the entitlement provided by the Act and does not replace the provisions of the Act.

#### **4.12 FLEXIBLE WORKING ARRANGEMENTS**

- a) In accordance with the Employment Relations Act 2000, an employee affected by family violence may request a short-term (two months or less) variation of their employment arrangements to assist the employee to deal with the effects of family violence.

### **PART FIVE: REIMBURSING ALLOWANCES**

#### **5.1 MOTOR VEHICLE RUNNING EXPENSES**



- a. 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.

## **5.2 EVENING WORK**

- a. 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.

## **5.3 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 travel costs are set out as follows:
  - (i) employees will 'car pool' where practicable; and
  - (ii) 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.

## **5.4 HIGHER DUTIES ALLOWANCE**

- a) A permanent employee who relieves in a Centre Manager position shall be paid an allowance at the rate representing the difference between the employee's current salary and the entry rate for Centre Managers. This is subject to the employee carrying out the full duties and responsibilities for a minimum qualifying period of 10 consecutive working days and subject to such conditions as the employer may approve. Payment of the allowance will be backdated to include the previous 10 days. These conditions must be met on each occasion that the higher duties are performed.
- b) A permanent employee who relieves in a Lead Teacher position shall be entitled to the Lead Teacher allowance, pro-rata for the period of the relief position. This is subject to the employee carrying out the full duties and responsibilities for a minimum qualifying period of 10 consecutive working days and subject to such conditions as the employer may approve. Payment of the allowance will be backdated to include the previous 10 days. These conditions must be met on each occasion that the higher duties are performed.

## **PART SIX: COMPLAINTS, COMPETENCY AND DISCIPLINE**

### **6.1 GENERAL PRINCIPLES**

- a. The following principles shall be used in addressing complaints against teachers and matters of discipline and competence to ensure that such matters can, in the interests



of the parties, be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the employer and the teacher concerned without the need to take the matter any further. Employers should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner which as far as possible protects the mana and dignity of the teacher concerned. Teachers may seek whanau, family, professional and/or NZEI Te Riu Roa support in relation to such matters.

## 6.2 NGĀ KŌRERO ME NGĀ TIKANGA

- a. Me whakamārama atu ki te kaiwhakaako i ngā raruraru kua puta noa. Mehemea he pai ki te kaimahi rāua tahi ko tona tumuaki, i te āhua o te amuamu, e āhei ana ki te whakahaere tonutia ngā whakaritenga i raro i ngā tikanga Māori.
- b. Anei ra ētahi momo tikanga hei kōwhiringa mā rātou: • he huihuinga kei te marae; • he whakawhiti kōrero kanohi ki te kanohi; • ka hui mai te whānau hei tuarā mō te katoa; ā • ka hui mai ngā kaumatua kuia hei arahi hei tohutohu i ā rātou katoa;
- c. Mēnā ka whakaaetia te kaimahi rāua ko tōna tumuaki o rāua kaihautū rānei, kia oti pai ai te kaupapa, mā rāua mā ngā kaihautu rānei e hainatia ngā whakaaetanga i tūhia. Makaia atu tētahi kape o ngā whakaaetanga nei ki te kōnae o te kaimahi.
- d. He māmā noa iho ēnei whakawhiringa mehemea hiahia ana tētahi taha kia waiho tārewa ake ngā tikanga Māori kia huri ke ia ki ētahi (te katoa rānei) o ngā whakaritenga, arā te waahi ono. Engari, mehemea ka huri kē atu i ngā tikanga Māori, ehara tērā i te tino raruraru kia oti hē rawa ngā whakaritenga katoa. Ina hoki ka tahuri mai tētahi taha ki ēnei ki te waahi ono, me tuhituhi hei whakamārama ki tērā atu taha.

## 6.2 DISCUSSIONS IN A MĀORI CONTEXT

- a. The teacher must be advised of the specific matter(s) causing concern. The teacher and the employer may, depending on the nature of the complaint, agree to attempt to deal with a complaint by it being heard in a Māori context and manner.
- b. A Māori context and manner relates to the following: • meetings can be held on marae; • there is face to face engagement; • there can be whanau support for all involved; and • guidance and advice is often provided by kaumatua and kuia for all involved.
- c. Should the teacher and employer, or their representatives on their behalf, agree to a resolution of the matter then this shall be recorded in writing and signed by both parties and/or their representatives on their behalf.
- d. This is a discretionary option and either party may withdraw at any time, and nothing in this section prevents the employer or the employee deciding at any time that any or all of the procedures in Part 6 will be used. Where either party decides to withdraw from this process such a decision will not of itself give rise to any claim of procedural deficiency or unfairness. The decision to withdraw from this process and/or for the employer to use any or all the procedures in Part Six will be notified in writing to the other party.

## 6.3 COMPETENCY

- a) Where there are matters of competency which are causing concern in respect of any teacher (for example failing to meet the appropriate professional standards), the employer shall put in place appropriate assistance and professional guidance to assist that teacher. This may include obtaining at the employer's expense, a report from a mutually agreed registered medical practitioner or other professional where appropriate.
- b) When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:
- c) The teacher must be advised in writing of:
  - i. the specific matter(s) causing concern;
  - ii. the corrective action(s) required to address the matter(s);
  - iii. the timeframe within which this action(s) must be undertaken and the competency matter(s) addressed; and iv. their right to seek representation at any stage.
- d) The timeframe in 6.3.2.a. should be determined by the employer, or delegated person, and be relevant to the matter(s) causing concern. In setting this timeframe the employer may take into account previous opportunities given to the teacher to address the competency matter(s) causing concern (such as provided for under the deferred progression provisions of this Agreement).
- e) The process and results of any evaluation are to be recorded in writing, sighted and signed by the teacher.
- f) A copy of any written report made to the employer or to the Teaching Council of Aotearoa New Zealand made by the person or persons undertaking the evaluation shall be given to the teacher.
- g) No action shall be taken on a report until the teacher has had a reasonable time to comment (in writing or orally or both).
- h) If the above steps (a-e) fail to resolve the matter of concern, the employer may, where justified, dismiss the teacher without the need to follow the provisions of 6.4.

#### **6.4 DISCIPLINE**

- a. In any disciplinary action the following procedures shall be observed:
  - i. The teacher must be advised by the employer of their right to request assistance, including union assistance, and/or representation at any stage;
  - ii. The teacher must be advised in writing of the specific problem and be given a reasonable opportunity to provide an explanation;
  - iii. Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
  - iv. The response of the teacher must be considered before a decision is made;



- v. The teacher must be, if appropriate in the circumstances, advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues; and
- vi. The notification of the problem, process used and results of any action are to be recorded in writing and signed by the teacher as having been seen.

## **6.5 SUSPENSION**

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

## **6.6 INSTANT DISMISSAL**

- a. Nothing in sections 6.2, 6.4 or 6.5 prevents dismissal without notice in the case of serious misconduct

## **6.7 ABANDONMENT OF EMPLOYMENT**

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

## **6.8 TERMINATION OF EMPLOYMENT**

- a. Either party may give the other notice to terminate the employment of four (4) weeks.
- b. If, when their employment ends, for whatever reason, the Employee owes KiNZ any money this may be deducted from the Employee's final pay (including any holiday pay).

## **6.9 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 4 weeks' notice of termination. This is not in addition to the notice provided under clause 6.8.a. The employer may elect to pay in lieu of some or all of the notice period.

- c. An employee who has at least one year's service with their employer at the time they are given notice of termination due to redundancy shall be entitled to four weeks' payment as redundancy compensation. Redundancy compensation shall not be payable where the employee is offered redeployment in accordance with this clause. An employee who does not have one year's service with the employer at the time notice is given is not entitled to redundancy compensation.
- d. Where a KiNZ centre 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 SEVEN: TERMS OF EMPLOYMENT AND HEALTH AND SAFETY**

### **7.1 CONFIDENTIALITY**

- a. 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 or children attending the service or their whānau.
- b. This requirement of confidentiality applies at all times while an employee works for the employer and continues after the employment has ended.

### **7.2 CONFLICT OF INTEREST**

- a. 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.

### **7.3 EMPLOYER PROPERTY**

- a. 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.

### **7.4 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 basis 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 at Work Act 2015.

## **7.5 FIRST AID CERTIFICATE**

- a. Where an employee is required to hold a first aid certificate, the employer shall meet the cost of renewing the certificate from the employer's preferred provider in accordance with that Association's practice.

## **PART EIGHT: UNION PROVISIONS**

### **8.1 WORKSITE REPRESENTATIVES**

- a. The employer recognises the role played by worksite representatives in the workplace.

### **8.2 RIGHT OF ENTRY**

- a. 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.

### **8.3 UNION MEETINGS**

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

### **8.4 UNION ROLES**

- a. The employers acknowledge the roles of employees who are appointed to positions within NZEI. NZEI acknowledges the employers' need to maintain effective operations within KiNZ sites.

### **8.5 EMPLOYMENT RELATIONS EDUCATION LEAVE**

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

## PART NINE: EMPLOYMENT RELATIONSHIP PROBLEMS

### 9.1 SERVICES AVAILABLE FOR THE RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

What is an Employment Relationship Problem?

- a. 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

- a. 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.)
- b. An employee (or employer) has the right to be represented at any stage.
- c. When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.
- d. Employers should contact an adviser/representative of choice.

### 9.2 PERSONAL GRIEVANCES

- a. A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within the following timeframe:
  - i. 12-month time frame for sexual harassment claims; and
  - ii. 90-day time frame for all other grievances.
- b. An employee may have a personal grievance where:
  - i. They have been dismissed without good reason, or the dismissal was not carried out properly.
  - ii. They have been treated unfairly.
  - iii. Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
  - iv. 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.
  - v. They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.
- c. 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.
- d. As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.



- e. Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment for mediation assistance, or to the Employment Relations Authority.
- f. 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**

- g. To help resolve employment relationship problems, the Ministry of Business Innovation and Employment provides:

#### **An Information Service**

- h. This is free. It is available by contacting the Ministry of Business Innovation and Employment or by phoning toll free 0800 20 90 20. The Ministry's Employment Relations Service internet address is [www.dol.govt.nz](http://www.dol.govt.nz).

### **9.3 MEDIATION SERVICES**

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

### **9.4 THE EMPLOYMENT RELATIONS AUTHORITY**

- a. 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.
- b. Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
- c. 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.

- d. 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.

## **PART TEN: SUPPORT STAFF**

This part of the agreement shall apply to support staff only

### **10.1 REMUERATION**

#### **Cook scale**

<b>Step</b>	<b>Hourly wage effective From 1 September 2023</b>	<b>Hourly wage effective From 1 October 2024</b>
1	\$24.60	\$26.40
2	\$25.30	\$27.10
3	\$26.00	\$27.80

#### **Teacher aide scale**

<b>Step</b>	<b>Hourly wage effective From 1 September 2023</b>	<b>Hourly wage effective From 1 October 2024</b>
1	\$24.60	\$26.40
2	\$25.30	\$27.10
3	\$26.00	\$27.80

#### **Unqualified/In-training Teaching Assistant scale**

<b>Step</b>	<b>Hourly wage effective From 1 September 2023</b>	<b>Hourly wage effective From 1 October 2024</b>
1	\$24.60	\$26.40
2	\$25.30	\$27.10
3	\$26.00	\$27.80

#### **Administrator scale**

<b>Step</b>	<b>Hourly wage effective From 1 September 2023</b>	<b>Hourly wage effective From 1 October 2024</b>
1	\$24.60	\$26.40
2	\$25.30	\$27.10
3	\$26.00	\$27.80

### **10.2 APPOINTMENT ON A SCALE**

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

### **10.3 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) Employees shall have annual performance reviews against written position / job descriptions or other appropriate performance standards.
- c) An early childhood teaching assistant 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.

#### 10.4 DEDUCTIONS FROM WAGES

- a) 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.
- b) 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.
- c) Where an employee's regular hours of work change or his/her pay rate changes, the revised calculation will be advised to the employee.

#### Appendix A

##### Terms of Agreement

i. Pay Equity

The parties recognise the ongoing pay equity process for support staff covered by the Kindergarten Association Support Staff Collective Agreement, who perform substantially similar roles as the support staff covered by this agreement. We agree to explore ways to include support staff covered by this agreement in this process as it proceeds.

For KiNZ:

Date: 24/10/24

Pauline Winter



For NZEI Te Riu Roa:

Date:

Ben Rosamond



1/11/24