

# **WA ORA MONTESSORI PRE-SCHOOL**

## **COLLECTIVE AGREEMENT**

**15 August 2024 TO 14 August 2025**

**Negotiated by**

**NZEI TE RIU ROA**  
NEW ZEALAND EDUCATIONAL INSTITUTE

**PO Box 466, Wellington**

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

# **WA ORA MONTESSORI PRE-SCHOOL COLLECTIVE AGREEMENT 2024 TO 2025**

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## **PART 1 COVERAGE/TERM OF THE AGREEMENT**

### **1.1 Parties to the Agreement**

The parties to this agreement shall be:

- (a) The Wa Ora Montessori School Council (the employer)
- (b) The New Zealand Educational Institute Te Riu Roa (NZEI)

### **1.2 Application**

The agreement shall be binding on:

- (a) The employer
- (b) Each employee who comes within the coverage clause and who is or becomes a member of NZEI Te Riu Roa

### **1.3 Coverage:**

- (a) This agreement is applicable to all early childhood employees who are employed by the Wa Ora Montessori School Council.
- (b) New early childhood employees shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this agreement.

### **1.4 Term of the Agreement**

This agreement shall come into force on the fourteenth day of August 2024 and shall expire on the fifteenth day of August 2025.

### **1.5 Definitions**

1.5.1 Employer shall mean the Wa Ora Montessori School Council.

1.5.2 Employee shall mean any person who is, who becomes, or is seeking to become covered by this agreement under clauses 1.3 (a).

1.5.3 Early childhood educators shall include persons employed:

- (i) In any capacity in relation to supervision, care, and education of children in the Pre-School, OR
- (ii) To provide supervision and care for children in the after-school care programme.

1.5.4 Permanent part-time educator

- (i) Permanent part-time educator shall include persons employed as specified in 1.5.3 (i) for less than 30 hours per week, on one or more days, in any week for a period longer than 2 weeks.
- (ii) For the purpose of this agreement, part-time educators are deemed to be permanent and employment is continuous and they are entitled to all service entitlements under this agreement, provided that sick leave and professional development leave shall be calculated on a pro-rata basis as specified in clauses 7.1(i) and 7.7(i) of this agreement.

1.5.5 Part-year educator

Permanent part-year educator shall include persons employed as specified in clause 1.5.3 (i) and (ii) for less than 52 weeks in any one year. Annual holidays, and sick and related leave provisions in this agreement shall apply to a part-year educator on a pro-rata basis in relation to the number of weeks worked in a calendar year.

1.5.6 Short-term relievers

A short-term reliever is a person contracted by the employer to relieve in an existing position for 6 weeks or less.

Short-term relievers shall be entitled to all the provisions of this agreement except:

- Annual holidays
- Sick Leave
- Domestic Leave
- Leave on accident compensation

Short-term relievers shall be paid 12% of their ordinary rate on completion of their term of employment.

1.5.7 Long-term relievers

A long-term reliever is a person contracted to relieve in an existing position for more than 6 weeks.

Long-term relievers shall be entitled to all the provisions of this agreement for the term of their employment on a pro-rata basis.

1.5.8 Meeting Licensing requirements

Employees who are not normally required to work with children but who may be required to take on the role as educator to meet the staff:child ratios for licensing purposes, shall be employed as educators and be entitled to the terms and conditions of this agreement as an educator.

1.5.9 After-school care employees

An after-school care employee is a person employed in an after-school care and recreation programme or scheme, except where part of that employee's employment is as an early childhood educator.

**1.6 Variation Clause**

The parties agree that the terms and conditions contained in this agreement may be varied at any time by written agreement.

## **PART 2 GENERAL PROVISIONS**

### **2.1 Good Employer/Equal Employment Opportunities**

The Employer recognises its responsibilities with regard to the operation of a personnel policy that complies with the principles of being a good employer and the equal employment opportunity responsibilities of the employer.

### **2.2 Appointments**

#### **2.2.1 Advertising positions**

All positions of at least one year's duration must be advertised.

#### **2.2.2 Permanent positions**

All part-time and full-time positions shall be permanent unless identified as being fixed term in accordance with clause 2.2.5.

#### **2.2.3 Appointment criteria**

- (i) The employer will make available to all applicants on request details of the duties to be carried out and the criteria being adhered to in making that appointment.
- (ii) Equal employment opportunities principles shall be applied and demonstrated in appointments procedures.
- (iii) In keeping with the special character of Wa Ora, all new employees, who do not already have formal Montessori qualifications, shall undertake formal Montessori training which should start within the first three months of employment. Appropriate courses include:

- Aperfield;
- MCI;
- AMI;
- AMS;
- MWEI;
- AUT;
- Any other Montessori course approved by the principal.

**NOTE:** Attendance of workshops alone does not constitute a formal Montessori qualification.

#### **(iv) Internal Appointments**

Where a pre-school teacher is internally appointed to a pre-school head teacher position, the employee will be placed on an equivalent or higher salary step than the waged step they are currently on.

#### **2.2.4 Letter of Appointment**

The employer will advise the employee in writing of their starting salary/pay rate, and the nature of the position, i.e. fixed term or permanent. Where the appointment is fixed term the letter of appointment will need to state the way in which the employment will end, and the reasons for his or her employment ending in that way, in accordance with 2.2.5.

#### **2.2.5 Fixed term employment**

- 1 An employee and the employer may agree that the employment of the employee will end:
  - (a) at the close of a specified date or period; or
  - (b) on the occurrence of a specified event; or
  - (c) at the conclusion of a specified project.
- 2 Before an employee and the employer agree that the employment of the employee will end in a way specified in subsection (1) the employer must:
  - (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and

- (b) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

- 3 The following reasons are not genuine reasons for the purpose of subsection (2)(a):
  - (a) to exclude or limit the rights of the employee under the Employment Relations Act 2000;
  - (b) to establish the suitability of the employee for permanent employment.

2.2.6 Fixed-term employees are referred to as Relievers for the purpose of this agreement.

## **2.3 Hepatitis B Immunisation.**

2.3.1 The parties agree in principle that responsibility for providing access to pre-exposure immunisation of employees rests with the employer who should accept responsibility for safety in the workplace, advised as necessary by the Ministry of Health or the Ministry of Business, Innovation and Employment (and their successors).

2.3.2 In situations where employees may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. The parties do not envisage that immunisation programmes would be set up to cover all employees covered by this agreement. Only those working in an area with a high incidence of hepatitis B may receive immunisation.

2.3.3 In all situations where a risk of being infected by the hepatitis B virus exists, it shall be the duty of the employer to require safe working practices on the part of the employee and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

## **2.4 Personal Files**

2.4.1 The employer shall ensure that personal files are held in a secure place and access is confined to authorised personnel and the employee concerned.

2.4.2 Personal file information transferred to a new employer must be relevant to the employment/service needs of the new employer.

2.4.3 Attention is drawn to the Privacy Act 1993, which outlines responsibilities for the collection, storage and availability of personal information.

## **2.5 Access**

An authorised representative of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter the employer's premises at all reasonable times for the purpose of interviewing any employee represented by the union regarding employment matters providing this does not interfere with class programmes/session times.

## **2.6 Union Deductions**

2.6.1 The employer, when requested in writing by the secretary of the union, shall, within one month after the receipt of such request, supply to the union a list of the names of all employees coming within the scope of this agreement when in their employ (but such request shall not be made to the employer at intervals shorter than six months).

2.6.2 In accordance with authorities signed by individual employees, the employer shall arrange for the deduction of union subscriptions for all union members covered by this agreement except in cases agreed to between the employer and the union.

2.6.3 Except as may be otherwise agreed, the commission payable by the union for this service shall not exceed 2.5 per cent of the aggregate sum of the amount deducted.

## **2.7 Termination of Employment**

2.7.1 Employment may be terminated at any time by a permanent employee or long-term reliever giving not less than two calendar months notice unless a shorter period is mutually agreed.

2.7.2 Except in cases of serious misconduct, where the employer dismisses an employee pursuant to Part 3 of this agreement, the employer shall give the employee two calendar months notice.

2.7.3 Notwithstanding 2.7.2 where a long term reliever's employment is to terminate on the occurrence of a specified event they shall be entitled to 1 months notice, or payment in lieu of the whole or remaining part of the notice on the occurrence of that event, i.e. 2.7.2 does not apply.

2.7.4 Except in the case of serious misconduct, where the employer dismisses an employee pursuant to Part 3 of this agreement, a short-term reliever shall work the full duration of time, event or project for which they are employed. No notice is therefore required by either party.

## **2.8 Hours of Work/Leave -- Salaried Employees**

2.8.1 Salaried employees shall work such hours as may be reasonably required of them to enable them to properly fulfil their responsibilities as teachers whether or not such hours exceed 40 hours per week. The normal hours of work for employees should as far as practicable however not exceed 40 hours per week, Monday to Friday.

2.8.2 It is acknowledged that employees are required to undertake such duties as:

- preparation, evaluation and assessment time generated by classes/sessions and the students within them, or by other requirements such as the need to report on the progress of individual students;
- counselling of students;
- administrative responsibilities of individual teachers;
- attending courses and meetings;
- professional development

in addition to their normal class contact time, and that these factors have been taken into consideration in determining the employee's hours of work and leave entitlements.

### **2.8.3 Call-Backs**

Except as provided in 2.8.1 employees shall not be required to attend school during any time when the school is officially closed for instruction. However the employer may require employees to attend school or elsewhere, when the school is closed for instruction (except on weekends or public holidays unless by agreement, and once per year for Head Teachers) for up to ten days per school year (or the equivalent) for all or any of the following purposes – school administration, school preparation and co-ordination, pre-term planning curriculum and/or technical refreshment and/or professional development. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that employees' individual needs are taken into account. Employees' own initiatives in undertaking work for the above purposes shall be taken into account when applying this clause.



2.8.4 Where employees are required to attend school or elsewhere when the school is closed pursuant to 2.8.3 they shall be reimbursed for any actual and reasonable costs incurred in accordance with Part 8 of this agreement.

2.8.5 Non-Contact

Two days a year (in terms 1 & 3) are only for Head Teachers, for the mahi that needs to be done for the whānau/kaiako hui (aka: parent/teacher interviews).

## **2.9. Hours Of Work -- Waged Employees**

2.9.1 The ordinary hours of work shall not exceed eight per day nor be less than two per day from Monday to Friday, to be worked between the hours of 7.00 am and 6.00 pm.

2.9.2 (i) Where an educator works four hours per day or more or 20 hours per week or more, she/he shall be entitled to work one half hour a day as non-child contact time. Such time may accumulate up to a maximum of one and a half hours.

(ii) Where an educator works six hours per day or more or 30 hours per week or more, she/he shall be entitled to work one hour a day as non-child contact time. Such time may accumulate up to a maximum of three hours.

(iii) Non-child contact duties may include such work as preparation of food, administration, planning, shopping, parent contact, preparation of activities etc.

(iv) An educator's availability to the children in cases of accident or emergency will not be diminished during this period.

(v) Where an educator is required, in an emergency, to work in excess of seven child contact hours per day or 35 per week, overtime shall apply as in clause 2.10.

2.9.3 All hours of work shall be continuous from the time of starting each day without any breaks other than a rostered paid ten minute morning and afternoon refreshment break daily for each educator and a rostered one half-hour lunch break daily between the hours of 11.00 a.m. and 2.30 p.m. for each educator. No educator shall be required to work longer than three hours without a refreshment break or five hours without a meal break.

2.9.4 No employee shall be required to work other than her/his contracted hours unless she/he is willing. It is expected that no child will be left unattended.

2.9.5 Where an employee is required to attend a full staff meeting, then the employee shall be paid for the duration of such meetings at the employee's normal rate of pay.

## **2.10 Hours of Work – Holiday Programme**

2.10.1 Should the employer wish for an employee to attend school or elsewhere to support a holiday programme during a school term break they must, at least 4 weeks before the dates requested:

(i) Reach agreement with the employee on the days and hours to be worked and share a written copy of this agreement with the employee.

(ii) Where agreement is not able to be reached with enough staff for a given period, staff may be required to work a maximum of 1 week in every year.

Such agreement may only be arranged for a maximum timeframe of 12 months.

2.10.2 Head Teachers who works in a holiday programme shall be paid an additional holiday programme allowance that matches the minimum wage, for each hour worked.

2.10.3 Any employee who is not a Head Teacher who works in a holiday programme shall be paid their ordinary hourly rate for hours worked on the holiday programme.

2.10.4 The living wage will be the current Living Wage as set by the Family Centre Social Policy Research Unit Living Wage movement from time to time

2.10.3 Any employee who agrees or is required to be the supervising teacher for the holiday programme shall be paid 1 additional hour per day, over and above time worked during the programme hours, to compensate for time spent organising the programme.

The supervising teacher shall also be entitled to the higher-duties allowance, according to 5.9, should they be taking on responsibilities greater than the position they are employed in.

## **2.11 Overtime – waged employees.**

Time worked in excess of ordinary hours, with the prior agreement of the employer, as per clause 2.9.1 and 2.9.2 shall be deemed overtime calculated as follows:

- (i) first three hours - time and a half;
- (ii) over three hours - double time after 9.00 p.m. and before 7.00 a.m.; or after midday Saturday and before 7.00 a.m. Monday; or on a statutory holiday.

The amount of time calculated as overtime shall be rounded up to the quarter hour.

## **2.12 Call-Backs – waged employees.**

### **2.12.1 Call-Backs when the school is officially closed for instruction.**

Employees shall not be required to attend school during any time when the school is officially closed for instruction. However the employer may require employees to attend school or elsewhere, when the school is closed for instruction (except on weekends or public holidays unless by agreement) for up to ten days per school year (or the equivalent) for all or any of the following purposes – school administration, school preparation and co-ordination, pre-term planning curriculum and/or technical refreshment and/or professional development. The employer will endeavour to arrange matters at the school in such a way that any requirement under this section is not unreasonable and that employees' individual needs are taken into account. Employees' own initiatives in undertaking work for the above purposes shall be taken into account when applying this clause.

2.12.2 Time worked under the provisions of 2.11.1 shall be paid at normal rates of pay.

2.12.3 Where employees are required to attend school or elsewhere when the school is closed pursuant to 2.11.1 they shall be reimbursed for any actual and reasonable costs incurred in accordance with Part 8 of this agreement.

### **2.12.4 Call-Backs when the school is officially open for instruction.**

An employee, who is called back to work after having completed the day's work and has left the place of employment, or who is called to work before the normal time of commencing work and does not continue working until such commencing time, shall be paid on a gate-to-gate basis at normal rates. The minimum payment shall be equivalent to two hours ordinary time.

## **2.13 Employee Protection Provisions**

The provisions of this clause shall apply in the event of the contracting out of any work of the employees covered by this agreement, or in the event of the sale or transfer of ownership of all or part of the business, except where the incoming employer offers employees

employment on terms and conditions no less favourable, then the employee shall be deemed not to have been made redundant and shall not be entitled to any redundancy compensation on termination of employment.

## **PART 3 COMPLAINTS/DISCIPLINE/COMPETENCY**

### **3.1 General**

The following principles shall be used in addressing complaints against employees 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 principal and the employee concerned without the need to take the matter any further. The employer will, 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 employee concerned. Employees may seek whanau, family, professional and/or NZEI Te Riu Roa support in relation to such matters.

### **3.2 Discipline**

- (i) The employee must be advised of the right to request representation at any stage.
- (ii) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- (iii) The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (iv) The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.

### **3.3 Suspension**

- (i) If the alleged conduct is deemed sufficiently serious an employee may be either suspended with or without pay or transferred temporarily to other duties.
- (ii) The employer shall not, unless there are exceptional circumstances, suspend the employee without first allowing the employee a reasonable opportunity to make submissions to the employer about the alleged misconduct and the appropriateness of suspension in all of the circumstances. The employer shall take into account any submissions made by the employee before determining the matter of suspension.
- (iii) 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 of misconduct are properly investigated and that the employee is treated fairly at all times.
- (iv) If the allegation that led to suspension is without substance the employee shall be reinstated effective from the date of suspension.

### **3.4 Instant Dismissal**

Nothing in sections 3.2 or 3.3 prevents instant dismissal without notice in the case of serious misconduct.

### **3.5 Competency**

Where there are matters of competency which are causing concern in respect of any employee the Principal shall put in place appropriate assistance and personal guidance to assist that employee. When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:

- (i) the employee must be advised in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed. This timeframe

- should be determined by the principal and be relevant to the matters causing concern;
- (ii) the process and results of any evaluation are to be recorded in writing, sighted and signed by the employee;
  - (iii) a copy of any report made by the principal to the employer or to the Education Council shall be given to the employee;
  - (iv) no action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both);
  - (v) if the above steps (i-iv) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee without the need to follow the provisions of 3.2 above.

### **3.6 Personal Grievance**

The personal grievance provisions in part 9 of this agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.

**PART 4**  
**SURPLUS STAFFING**

**4.1 Redundancy**

- 4.1.1 Where the services of an employee is no longer required on grounds of redundancy whether by a reduction in child numbers; by closure of the Pre-School; or by any other reason, the employer shall negotiate with the union a mutually agreed redundancy agreement. The employer shall notify the union prior to giving the employee/s not less than one months notice of redundancy.
- 4.1.2 The period of notice is to allow time for discussion between the employer and the employee of the reasons for the possible redundancy and to determine whether there is any alternative to redundancy.
- 4.1.3 If no alternative to redundancy is arrived at, the employer shall give notice to the affected employee in accordance with clause 4.1.1 and the employer shall pay redundancy pay calculated as follows:
- (i) 4 weeks pay for the first year of service with Wa Ora Montessori School; and
  - (ii) 2 weeks pay for every subsequent year or part year of service with Wa Ora Montessori School to a maximum of 24 weeks.
  - (iii) During the period of notice the employer will give assistance in the preparation of curriculum vitae if requested and allow the affected employee reasonable paid time to attend interviews.

## PART 5 REMUNERATION

The parties affirm their commitment to apply the agreed negotiated increase to the unified base salary scale for trained teachers (UBBS) will be applied to all printed and paid rates for roles covered by this collective agreement backdated where appropriate.

**NOTE: There are different conditions applicable to “salaried” and “waged” employees in this section. Where appropriate this is indicated in the clause heading.**

### 5.1 CLASSIFICATION OF EMPLOYEES (EXCEPT AFTER SCHOOL CARE)

For the purposes of payment for the minimum rates of pay set out in the schedule under sub-clauses 5.4, 5.5 and 5.6 of this clause, the following classifications shall apply:

- (i) Pre-School Head Teacher: is a Pre-School educator whose duties include administration work and/or the care and education of children in the Pre-School, supervision of staff and children, and who has responsibility for the programme and daily routines of the Pre-School.
- (ii) Pre-School Teacher is a Pre-School educator engaged in the care and education of the children in the Pre-School.
- (iii) Pre-School Assistant is an **untrained** Pre-School educator engaged in the care and education of the children in the Pre-School.

### 5.2 OTHER ACADEMIC QUALIFICATIONS

The following academic qualifications will be taken into account when placing Pre-School educators on the pay scales :

- (i) **Q3+** Means a Pre-School head teacher/teacher/assistant holding: a bachelor degree together with a recognised teaching qualification (e.g. ECE Diploma of Teaching); or a degree completed conjointly with a bachelor degree of teaching; or a four-year honours degree of teaching, or a Diploma of Teaching together with an Advanced Diploma of Teaching together with a level 7, 120 credit relevant specialist Diploma, or a Bachelor Degree of teaching together with a level 7, 120 credit relevant specialist diploma.
- (ii) **Q3** Means a Pre-School head teacher/teacher/assistant holding: an ECE Teacher Education Degree, for example B Ed Teaching, B Teaching Language, B Ed Teaching Early Years; or the Diploma of Teaching ECE or its equivalent and a Bachelors Degree in Education or Arts, Psychology or Education; or an Advanced Diploma of Teaching;
- (iii) **Q2** Means a Pre-School head teacher/teacher/assistant holding: the Diploma of Teaching ECE or its equivalent and two-thirds of a degree as defined in clause 5.3 (i) above; or a Higher Diploma of Teaching ECE.
- (iv) **Q1** Means a Pre-School head teacher/teacher/assistant holding the Diploma of Teaching (ECE) or its equivalent.

- (v) **In training:**  
Means an early childhood educator who is enrolled and participating in a teacher education programme leading to a Diploma of Teaching (ECE) or a teaching degree (ECE)
- (vi) **Untrained:**  
Means an early childhood educator who does not hold a Diploma of Teaching (ECE) or its equivalent.

### 5.3 SALARY SCALES – SALARIED EMPLOYEES

The following salary scales are payable to employees designated Pre-School Head Teacher, Pre-School Teacher or Pre-School Assistant from the dates indicated. Any staff member employed in this position on or before the settlement date for this collective and being paid an extra step for a Montessori qualification will have this provision protected for the time of their employment at Wa Ora.

#### 5.3.1 Pre-School Head Teacher

Step	Qualification Group Notations	Rates effective 15 August 2024	Rates effective 2 December 2024 (3.9%)
1		\$59,027	\$61,329
2	Q3+E	\$61,678	\$64,083
3	Q4E	\$64,086	\$66,586
4	Q5E	\$68,122	\$70,779
5		\$72,512	\$75,340
6		\$77,213	\$80,224
7		\$82,890	\$86,123
8		\$87,545	\$90,960
9	Q1M, Q2M, Q3M	\$94,245	\$97,920
10	Q3+M, Q4M, Q5M	\$99,216	\$103,086

#### 5.3.2 Units

In addition to the Head Teacher salary scale, a salary unit will be available to Head Teachers who are responsible for the leadership of others in their classroom. The unit value will be paid at the same rates as per the current Area School Teachers Collective Agreement

	Rate
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<b>Unit</b>	\$5000
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### **5.3.2 Assistant Principal Pre-School**

The person designated Assistant Principal Pre-School will be paid at Q3+ of the Primary Teachers salary scale of the current collective agreement and will receive a permanent allowance of up to four salary units. The unit value will be paid at the same rates as per the Area School Teachers Collective Agreement

#### 5.4 WAGES SCHEDULE – WAGED EMPLOYEES

The minimum rates of pay set out below in dollars per hour are payable to employees designated Pre-School Teacher or Pre-School Assistant from the dates indicated.

##### 5.4.1 Pre-School Teacher

Teachers will be placed on the appropriate scale and step according to their Q group qualifications and years of experience.

Step	Qualification Group Notes	Current Rates (1 December 2023)	Rate effective 15 August 2024 (3.9%)	Rates effective 2 December 2024
1		\$27.58	\$28.38	\$29.49
2	Q3+E	\$28.63	\$29.65	\$30.81
3	Q4E	\$29.78	\$30.81	\$32.01
4	Q5E	\$30.83	\$32.75	\$34.03
5		\$32.59	\$34.86	\$36.22
6		\$34.55	\$37.12	\$38.57
7		\$36.66	\$39.85	\$41.41
8		\$39.21	\$42.09	\$43.73
9	Q1M, Q2M, Q3M	\$41.31	\$45.31	\$47.08
10	Q3+M, Q4M, Q5M	\$44.31	\$47.70	\$49.56

##### 5.4.2 Pre-School Assistant                      Untrained and In Training

Pre-School Assistants will be placed on the appropriate scale and step according to whether they are “untrained” or “in training” and according to their years of experience.

Years of Service	Current	Untrained Rates Effective 2 December 2024	Years of Service	In training Rates Current	Rate backdated to 14 August 2024  (3.9%)
1	\$22.26	\$23.13	1	\$22.26	\$23.13
2			2	\$23.20	\$24.10

**Note:** The hourly rates are inclusive of clothing allowance and payment for staff meetings.

## 5.5 WAGES SCHEDULE -- AFTER-SCHOOL CARE EMPLOYEES

The minimum rates of pay set out below in dollars per hour are payable to employees designated "After-School Care Employee" from the dates indicated.

### 5.5.1 After-School Care Supervisor Experienced

Year of Service	Current Rate	Rate backdated to 14 August 2024 (3.9%)
1	\$21.84	\$22.69
2	\$22.56	\$23.44
3	\$23.42	\$24.35
4	\$24.35	\$25.30
5	\$25.18	\$26.16
6	\$25.97	\$26.98
7	\$26.81	\$27.86

#### Definition:

**Experienced:** is an employee holding previous relevant experience, recognised by the employer, or a qualification requiring a knowledge of child development (0-14 years), recognised by the employer.

### 5.5.2 After-School Care Supervisor Qualified

Year of Service	Current Rate	Rate backdated to 14 August 2024 (3.9%)
1	\$26.01	\$27.02
2	\$26.84	\$27.89
3	\$27.69	\$28.77
4	\$28.71	\$29.83
5	\$29.56	\$30.71
6	\$30.55	\$31.74
7	\$31.58	\$32.81

#### Definition:

**Qualified:** is an employee employed as a supervisor who has relevant experience and a teaching qualification (a Diploma of Teaching or its equivalent) or a relevant tertiary qualification, for example in Physical Education, Social Work, Fine Arts, Science, Music, Māori.

### 5.5.3 After-School Care Employee

Year of service	Current rate \$ per hour	Rate backdated to 14 August 2024
1	\$22.26	\$23.13

## 5.6 **Childcare Service Credits**

Time away from teaching spent on childcare, after 26 May 1986, is regarded as service and experience relevant to teaching. An educator, with the exception of after-school care employees, who resigned or took leave from the teaching service in order to care for her/his children is entitled to one-third credit for service and salary purposes. This means one-third credit of the total time away from teaching since 26 May 1986 is credited as service and the educator moves to a higher salary step where this is appropriate.

## 5.7 **Progression**

### 5.7.1 Progression for Head Teachers

- (i) Progression through the salary steps for head teachers up to the top step for the relevant qualification maximum for that teacher shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal.
- (ii) Pre-School head teachers must first hold the Diploma of Teaching (ECE) or its equivalent before progressing onto the Q2, Q3, or Q3+ scale as applicable.

### 5.7.2 Progression For Educators Other Than Head Teachers and After-School Care Employees

- (i) Progression through the wage scale for educators, other than head teachers and after-school care employees, shall be on an annual basis from the date of appointment, dependent on competent performance as attested by the principal.
- (ii) Years of service, under subparagraph 5.5.1 and 5.5.2 above, are years of employment as a Pre-School teacher or Pre-School assistant.
- (iii) Pre-School teachers must first hold the Diploma of Teaching (ECE) or its equivalent before progressing onto the Q2, Q3 or Q3+ scale as applicable.

### 5.7.3 Deferred progression

- (i) The principal will be able to defer progression for educators who have not met the required standards at the appropriate level throughout the assessment period.
- (ii) If it is agreed that the educator has demonstrated within the timeframe determined by the principal (in consultation with the educator) that they are meeting the appropriate standards, they will progress to the next step from the date of the second assessment.
- (iii) Any further progression will then take place on the educator's normal anniversary date, subject to the provisions of part 5.8.
- (iv) Where an educator is unable to attain the standards within the specified time period, the educator will be required to undergo competency procedures as set out in Part 3.

#### 5.7.4 Review process

- (i) Where an educator disagrees with the deferral of their salary increment the educator may, within 14 working days of being notified of the deferral, seek a review.
- (ii) The employee may be represented during the process.
- (iii) A reviewer shall be a person nominated by the employer and acceptable to the employee. The reviewer may be another staff member but should not be someone involved in 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.
- (iv) The reviewer will give the employee and the principal fair opportunity to make representations.
- (v) The reviewer shall make recommendations to the employer within 30 days of receiving the employee's application for review.
- (vi) The employer shall make a final decision within 14 days of receiving the recommendation.
- (vii) Where requested, the employee shall have access to the information about him/herself provided to the employer by the reviewer.
- (viii) Nothing in this clause prevents the employee from taking a personal grievance in accordance with Part 9 of this contract.

#### 5.7.5 Progression for After-School Care employees

An after-school care employee shall be paid on the appropriate scale and step having regard to their previous experience and qualifications held, and shall progress through the wage scale after each 12 months satisfactory, continuous service provided that an employee is employed for more than 10 hours per week. Where an employee is employed for 10 hours or less per week, they shall progress through the wage scale after each 18 months continuous service.

### 5.8 **Recognition of Improved Qualifications**

- (i) Upon obtaining the appropriate qualifications for Q1, Q2, Q3 or Q3+, a Pre-School teacher, Head Teacher or assistant shall be entitled to progress to the Q1, Q2, Q3, or Q3+ scale as applicable.
- (ii) Should the Montessori Qualification be recognised by NZQA then teachers holding this qualification will be able to access the recognised qualification step on the salary/waged scale.

### 5.9 **Allowances – All Employees**

5.9.1 Higher duties: Where an employee is required to act in a higher position for **from one to five days** in any one week, she/he shall be paid on the next higher step on the scale as determined by their years of service. If the employee is already on the maximum step of the applicable scale, then the higher duties allowance will be an additional \$2.00 per hour.

5.9.2 Higher duties: Where an employee is required to act in a higher position **for more than five days in succession**, she/he shall be paid on the scale applicable to the higher position, as determined by their qualifications and years of service.

**To avoid confusion**, an untrained employee would be restricted to the Untrained steps of the Head Teachers' scale except, where the employee's base rate was higher than the Untrained maximum, the employee would be placed on the next higher step of the Head Teachers' scale.

### 5.10 **Payment of Salaries (Permanent Staff)**

#### 5.10.1 Method of payment – all employees

Salaries shall be paid fortnightly by direct credit to the employee's nominated bank account. However individual employees may on religious or ethical grounds apply in writing to be paid

by cheque.

**5.10.2 Basis of calculation – salaried employees**

The salaries of employees shall be paid fortnightly and the gross salary for a full pay period is calculated as 14/365ths of the annual salary rate. For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 365. Gross salary comprises all salary and allowances (temporary and permanent).

**5.10.3 Holiday pay – salaried employees**

Subject to clause 6.1 holiday pay at the rate of 30 per cent of salary shall be based on the school year and shall not be payable beyond 27 January. For calculation purposes, teaching service shall comprise all paid service including weekends and statutory holidays, but not school vacations. This provision shall also apply to long term relieving employees appointed to relieving positions for a term of one year or less.

**5.11 Relievers – salaried positions**

**5.11.1 Payment of salaries - Short term relievers**

Short term relievers shall be paid at the rate of 1/190 of the appropriate annual salary for each day worked (inclusive of holiday pay). Provided that the maximum daily rate payable for relievers employed for no more than 8 days shall not exceed 1/190 of Step 8. No further payment for holiday pay shall be made.

**5.11.2 Payment of salaries - Long term relievers**

- (a) Long term relievers employed in excess of two weeks shall be paid a salary at the appropriate rate specified in this agreement.
- (b) Long term relievers employed for one year or less shall be entitled to the provisions of this document as specified.
- (c) A long term relieving teacher appointed to a relieving position for at least one year shall be regarded as a permanent appointment in terms of the provisions of this agreement.

**5.11.3 Progression for relievers**

Increments due shall occur on completion of each 200 days relieving service.

**5.12 Part-time Employees – salaried positions**

5.12.1 The salary/pay rate of a part-time employee shall be a proportion of the rate in the base scale applicable if employed full-time, excluding any additional allowances.

**5.12.2 Temporary change in hours**

Where a part-time employee increases the number of weekly class contact hours (but less than full-time) for a period of up to four weeks, the additional hours shall be paid on the basis of 1/1,000 of the employee's annual rate (this rate is inclusive of holiday pay).

**5.12.3 Increments**

Part-time employees shall receive increments on an annual basis from the date of appointment, under the same conditions as full-time employees. (Refer to part 5.8.2.)

## **PART 6**

### **HOLIDAYS – WAGED EMPLOYEES**

**For the calculation of Holiday Pay for salaried employees, refer to clause 5.10.3.**

#### **6.1 Statutory holidays**

- i) The employee shall be entitled to the following paid statutory holidays: Christmas Day, Boxing Day, New Years Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning sovereign, Matariki, Labour Day, Provincial Anniversary, Waitangi Day and Anzac Day when they fall on a Monday-Friday working day.
- ii) The employer shall pay wages for the above holidays to all permanent employees performing work coming within the scope of this agreement who have been employed by him/her at any time during the fortnight ending on the day on which the holiday occurs.
- iii) A part-time educator whose ordinary hours of work fall on a statutory holiday, as prescribed in this agreement, shall be paid for the number of hours usually worked on that day.
- iv) A part year educator whose ordinary hours of work fall on a statutory holiday shall be paid for the number of hours usually worked on that day. For holidays that fall outside their work period but on a day normally worked, they shall be paid on a pro-rata basis calculated in relation to the number of weeks actually worked in the calendar year as a percentage of 52 for all statutory holidays.
- v) Where any permanent employee has been employed upon work coming within the scope of this agreement during the fortnight ending on the day on which any of the above holidays occurs, she/he shall be entitled to receive proportional payment for the holidays assessed on the basis of one-tenth of an ordinary day's pay for each holiday for each day employed during that fortnight.

Permanent employees who have not been employed elsewhere during that fortnight on work coming within the scope of this agreement or who terminate their employment and are not taking up other employment during that fortnight shall, if required by the employer, declare such facts in writing and shall then be paid the full holiday payment.

- vi) The parties are bound by the Holidays Act 2003. That Act requires that:
  - a) If the employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.
  - b) If the employee works on any part of a public holiday, the employer must pay the employee at least the portion of the employee's relevant daily pay that relates to the time actually worked on that day, plus half that amount again. If the public holiday falls on a day that would otherwise be a working day for the employee, the employee will also receive an alternative holiday. If the public holiday falls on a day that would not otherwise be a working day for the employee, the employee will receive, in addition to the entitlements under the Act, time off in lieu on the basis of one hour off for one hour worked.

## **6.2 Annual holidays – waged employees**

- (i) On completion of 12 months service an employee shall be entitled to annual paid leave of 4 working weeks. Leave for employees with less than 12 months service shall be calculated on a pro-rata basis.
- (ii) Annual leave may be anticipated or deferred by agreement between the employer and the employee. Where no agreement has been reached to defer annual leave, the employer may give two weeks notice that annual leave is to be taken.
- (iii) Annual holidays shall be taken at a time agreed by the employer and the employee except where the Pre-School is closed for the Christmas/New Year holiday period. When an employee is required to take their annual holidays during this close down time, five days annual holidays shall remain to be taken at a time/s mutually agreed.
- (iv) On completion of five years' current continuous service with the employer each employee 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.
- (v) The employer shall allow employees, at least once in every year, to take at least two uninterrupted weeks of annual leave as per the Holidays Act 2003.
- (vi) Any annual leave taken will be paid in the pay that relates to the period during which the leave is taken, unless an employee exercises their right to "pay in advance" as described in s27 Holidays Act 2003.



## **PART 7**

### **CONDITIONS RELATING TO LEAVE**

#### **7.1 Sick/Domestic Leave**

- (i) For the first year of service, employees shall be entitled to 20 days allocated in the following way. After 2 weeks continuous service, employees shall be entitled to sick/domestic leave of 5 working days. After 3 months and each successive 3 month period up to the end of the first year of service, a further 5 days will be allocated. For each successive year, employees will be entitled to 20 days per year. Part-time employees shall be entitled to sick/domestic leave calculated on a pro-rata basis according to the number of days worked per week to a minimum of ten (10) working days.

<b>Period of service</b>	<b>Additional days for each period of service</b>
After two weeks continuous service and up to three months	5 days
over three months and up to six months	5 days
over six months and up to nine months	5 days
over nine months and up to one year	5 days

- (ii) Sick/domestic leave shall accumulate up to 45 days
- (iii) When an employee is sick on a statutory holiday this day shall not be deducted from their sick leave entitlement.
- (iv) If the period of absence on sick/domestic leave exceeds three days, the employee may be required to produce a medical certificate signed by a medical practitioner.
- (v) Sick/domestic leave includes attendance at doctor, dentist and hospital appointments. These appointments should take place in the employee's non contact time.

#### **7.2 Leave on accident compensation**

Where an employee is on accident compensation, the employer shall grant leave without pay for the period of Accident Compensation Act 2001 payments up to three months, except that in the case of a work-related accident such leave shall be extended for the duration of the Accident Compensation Corporation payment in lieu of wages to a maximum of 12 months.

#### **7.3 Infectious Diseases**

When an early childhood teacher/kaiako contracts an infectious disease, as defined in the Section 2 of the Health Act 1956, or where a teacher/kaiako is excluded from the workplace under the Education (Early Childhood Services) Regulations 2008 (or any subsequent legislation in place thereof) from attending work, special paid leave of up to five (5) days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any other leave entitlement.

#### **7.4 Long term sick leave**

- (i) An employee with 12 months or more service with the employer, who has no unused sick leave entitlement left, may, at the employer's discretion, be granted unpaid sick leave on production of a medical certificate from a registered medical practitioner.

**Note:** Approval of such leave will not be unreasonably withheld.

- (ii) An employee who has been on long term sick leave shall be entitled to return to the same position and rate of pay they were employed in when long term sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced.

### **7.5.1 Discretionary sick leave**

Where sickness or injury can be traced directly to the conditions or circumstances under which the employee is working and:

- (i) the injury was suffered by the employee in the discharge of duties through no fault of the employee; and
  - (ii) the employee is ineligible to receive an ACC payment (or its equivalent);
- the employer may grant sick leave not exceeding an aggregate of two years.

## **7.6 Parental leave**

7.6.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply.

7.6.2 This Act provides that on written application an employee shall be entitled to unpaid parental leave provided that:

- (i) the employee has worked for the same employer for 52 weeks before the expected date of delivery or the date of adoption; and
- (ii) the employee has worked at least 10 hours per week during that period.

7.6.3 Parental leave is:

- (i) maternity leave of up to 18 weeks;
- (ii) special leave of up to 10 days;
- (iii) paternity leave of up to 2 weeks; and
- (iv) extended leave of up to 52 weeks.

7.6.4 The same leave provisions apply to parents adopting children of not more than 5 years of age.

7.6.5 Attention is drawn to the employment protection clauses of the Parental Leave and Employment Protection Act.

7.6.6 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty. This clause shall not apply in the case of an employee who has had a miscarriage or stillbirth. In such cases the employee may elect to return to work immediately.

7.6.7 In addition to the provisions applying pursuant to the Parental Leave and Employment Protection Act the following shall apply:

- (i) any maternity leave taken shall not count against the extended leave entitlement;
- (ii) a female employee with less than 52 weeks service shall be entitled to 26 weeks leave from the date of birth and may be granted up to 26 weeks additional leave at the discretion of the employer;
- (iii) employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (iv) maternity leave may commence at any time during the pregnancy subject to the employee giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.

## **7.7 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas**

7.7.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.

7.7.2 In granting leave the following must be taken into account:

- (i) The closeness of the association between the employee and the deceased (Note: This association need not be a blood relationship);
- (ii) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (iii) The amount of time needed to discharge properly any responsibilities or obligations;
- (iv) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (v) When an unveiling ceremony occurs on a school working day, leave on pay shall be granted.

In operating 7.7.1 and 7.7.2 above, the employer shall recognise at least the minimum entitlement provided under statute.

## **7.8 Professional Development Leave**

- (i) Employees may be granted up to seven working days per year paid professional development leave to enable them to fulfil requirements to become a registered teacher, to attend in-service courses, training courses, hui, meetings, seminars, or conferences (other than union meetings, seminars, training courses and/or conferences) where it is agreed that the course is directly related to their work and to fulfil course requirements for study directly related to their work.
- (ii) Employees shall be granted a maximum of 3 days per year over and above the entitlement in clause 7.8(i) to attend courses where the cost of relievers is paid by the training provider.
- (iii) Time off in lieu - Where an employee is required by, or makes arrangements with, the employer to attend a meeting, hui, conference or course, the employee shall be granted time off in lieu for the hours of attendance when the course falls on a day of the week not normally worked by the employee. The timing of time off in lieu shall be by agreement between the employer and the employee.
- (iv) Examination leave - An employee shall be entitled to paid leave to sit examinations for a course or courses which the employer has agreed is/are directly related to her/his work, provided that an employee's right to study leave shall not be affected.
- (v) Unpaid examination leave may be granted to an employee to sit examinations not directly related to her/his work.

## **7.9 Employment Relations Education Leave**

The employer shall grant paid leave to employees to attend employment related education courses in accordance with the provisions of Appendix A of this agreement.

## **7.10 Upgrading Training Leave**

### **7.10.1 Upgrading training leave**

- (i) In-service leave for upgrading a qualification to the three year Diploma of Teaching or equivalent qualification, or a recognised Montessori Diploma.

Should an employee, with the agreement of the employer, enrol in a programme for the purpose of upgrading their qualification to a three year Diploma of Teaching or an equivalent qualification that is recognised for teacher registration purposes by the Education Council the employer shall:

- (a) Grant the employee paid leave to attend the programme when the programme is being held during ordinary working hours. Such leave shall be granted to a maximum of 10 consecutive working days or for 12 working days if not consecutive, per employee, per year.
- (b) Pay 50% of the enrolment fee for the programme per employee per year at the time of enrolment provided that the employer has the right to claim reimbursement of the portion of the fee paid by the employer if the employee does not complete programme requirements.

- (ii) Long term leave for upgrading qualification to a three year Diploma of Teaching or an equivalent qualification, or a recognised Montessori Diploma.

Should an employee enrol in a recognised programme for the purpose of upgrading their qualification to a three year Diploma of Teaching or an equivalent qualification, that requires them to take leave from the centre of more than 10 consecutive days and up to 12 months, the employer may grant them unpaid leave for the duration of the programme.

## **7.11 Discretionary Leave**

7.11.1 The employer may, where there are special circumstances, grant discretionary leave with or without pay to any employee during periods when the school is officially open for instruction, provided that such leave does not unreasonably impinge upon the operational requirements of the school. Leave may be granted for a variety of activities, including for example:

- Accident/illness of a family member **\*Note (i)**
- Attending education appointments/interviews
- Civil defence duties
- Court proceedings
- Cultural activities (domestic/overseas)
- Days of significance to Maori (eg. Ratana Day)
- Disciplinary/grievance/dispute hearings
- Educational courses/conferences/examinations/hui
- Meetings of statutory authorities
- Outward bound courses
- Religious observances (eg. Jewish new year or day of atonement)
- Sporting activities
- Extended personal leave **\*Note (iii)**
- Additional Domestic Leave **\*Note (iv)**

### **\*Notes:**

- (i) A family member is: spouse, partner, child, sister, brother, parent, grandparent, grandchild, kaumatua, mokopuna, tamaiti whangai, matua whangai, near relative, near relative-in-law, a member of the household or a person dependent on the employee.
- (ii) Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements.
- (iii) An employer may grant leave without pay for up to one year upon application by an employee.
- (iv) Leave in excess of the Domestic Leave provisions for an employee who is absent from work to attend to a dependant of the employee is discretionary, but will not be unreasonably withheld.

## **7.12 Family Violence Leave**

7.12.1 An employee can take up to 10 paid days off a year to deal with the effects of domestic violence. This leave will be available when they have worked for 6 months.

7.12.2 The employee can take domestic violence leave if they are affected by domestic violence or a child living with them, no matter how often, is affected by domestic violence.

7.12.3 In granting leave the following must be taken into account:

- (i) There is no time limit on when the abuse occurred
- (ii) The employee must tell their manager if they are going to take domestic violence leave as soon as they can (before their usual start time, if possible).
- (iii) This domestic violence leave entitlement renews every 12 months. Employees may not carry forward any leave they do not take.
- (iv) The employer will not pay the employee for unused domestic violence leave when their employment ends
- (v) If the employee has used all their domestic violence leave, or does not qualify, the employer might let them take annual leave or unpaid leave.

7.12.4 The employee can also ask for flexible work arrangements for up to two months to deal with the effects of domestic abuse

## **PART 8 REIMBURSING ALLOWANCES**

### **8.1 Tea Allowance**

A tea allowance of \$54.64 per annum is payable to employees who do not receive free morning and afternoon tea.

### **8.2 Evening Meal Allowance**

In circumstances where an employee's attendance at a meeting prevents the employee concerned returning home for the normal evening meal, a meal allowance of \$12.00 is payable.

### **8.3 Expenses Incurred in Use of Private Vehicles**

Motor vehicle allowance at a rate of 62c per km for a car and 18c per km for a motor cycle or equivalent public transport fares shall be reimbursed to employees required to use their own vehicles for official business.

### **8.4 Professional Development Leave expenses**

Employers shall reimburse any fees, subscriptions and expenses relating to courses, meetings or conferences for which professional leave is granted pursuant to sub-clause 7.7 provided that travel and accommodation expenses be at the discretion of the employer.

### **8.5 Teacher Registration**

The employer shall reimburse the cost of initial teacher registration and of the renewal of practising certificates for all certificated teachers in their employ.

### **8.6 Miscellaneous Expenses**

On the production of receipts, the employer shall reimburse actual and reasonable expenses which have been incurred in the proper performance of the employee's responsibilities and duties under this contract. Provided that the employee had the prior approval of the employer to both the duties which resulted in the expenses being incurred and the level of those expenses.

## **PART 9**

### **EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **WHAT IS AN EMPLOYMENT RELATIONSHIP PROBLEM?**

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

#### **Resolving an employment relationship problem**

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it is a personal grievance, it must first be raised with the employer and within 90 days - Personal Grievances are explained further below.)

An employee (or employer) has the right to be represented at any stage.

Any union member who has not been able to successfully resolve an employment relationship themselves may contact the Member Support Centre on 0800 NZEI HELP (0800 693 443) for advice and/or representation.

Employers should contact NZSTA or other adviser/representative of choice.

#### **Personal Grievances**

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly
- They have been treated unfairly
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms personal grievance, discrimination, sexual harassment, racial harassment, and duress, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

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

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

#### **SERVICES AVAILABLE**

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

- **An information service.**

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

▪ **Mediation Service**

- The Mediation Service is a free and independent service available through the Ministry of Business, Innovation and Employment.
- This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
- Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent mediator.
- If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
- A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
- If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

• **The Employment Relations Authority**

- This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
- Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
- The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

Note 1: 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.

Note 2: In relation to a dispute about the interpretation, application, or operation of this Agreement the employer shall act, if the Secretary for Education acting under delegation from the State Services Commissioner so requires, together with or in consultation with the Secretary for Education.

**Authorised Representative for the  
Employer  
Byron Lynds**

**Authorised Representative for the  
the Union  
George Laird**

\_\_\_\_\_

\_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_



## APPENDIX A

### Employment Relations Education Leave

#### Interpretation

In this Appendix, unless the context otherwise requires:

- **eligible employee** means an employee who is a member of NZEI Te Riu Roa;
- **specified date** means 1 April;
- **year** means a period of 12 months beginning on 1 April and ending on the close of the last day of March in the following year, the first such year being 1 April 2001 to 31 March 2002.

#### NZEI to allocate employment relations education leave in accordance with this appendix

1. The maximum number of days of employment relations education leave that NZEI Te Riu Roa is entitled to allocate in a year in respect of an employer's eligible employees is the number of days calculated in accordance with 3, unless the employer agrees to the allocation of additional days.
2. The maximum number of days of employment relations education leave that NZEI Te Riu Roa is entitled to allocate in a year to an eligible employee is 5 days, unless the employee's employer agrees to the allocation of additional days.
3. Employment relations education leave expires if it is not allocated by the end of the year in respect of which it is calculated under 3, unless the employer agrees that the leave may be carried forward to the next year.

#### (i) Calculation of maximum number of days of employment relations education leave

1. The maximum number of days of employment relations education leave that NZEI Te Riu Roa is entitled to allocate in respect of an employer is based on the number of full-time equivalent eligible employees employed by the employer as at 1 April in that year, and is determined in accordance with the following table:

Full time equivalent eligible employees as at the specified date in a year	Maximum number of days of employment relations education leave that union entitled to allocate
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent eligible employees or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280

2. For the purposes of calculating the number of full-time equivalent eligible employees employed by an employer:
  - (a) an eligible employee who normally works 30 hours or more during a week is to be counted as 1;
  - (b) an eligible employee who normally works less than 30 hours during a week is to be counted as one-half.

- (ii) **Notification of employment relations education leave calculated**  
After calculating the maximum number of days of employment relations education leave NZEI Te Riu Roa must before 1 May in each year give the employer concerned a notice containing:
- The maximum number of days calculated in respect of the employer; and
  - The details of the calculation.
  - The employment relations education leave that NZEI Te Riu Roa is entitled to allocate in respect of an employer in any one year shall be reduced by one twelfth for each complete month after 1 May in which NZEI Te Riu Roa has not complied with (1).
- (iii) **Allocation of employment relations education leave calculated in respect of another employer**  
NZEI Te Riu Roa may allocate employment relations education leave calculated in respect of an employer to 1 or more eligible employees of another employer only if, and to the extent that, the employers concerned agree, and subject to any terms and conditions agreed with the employers.
- (iv) **Allocation of employment relations education leave to eligible employee**
1. Employment relations education leave is allocated to an eligible employee by giving a notice to the employee, and a copy of the notice to the employee's employer, that informs the employee:
    - (a) that NZEI Te Riu Roa has allocated employment relations education leave to the employee; and
    - (b) of the number of days of employment relations education leave allocated to the employee; and
    - (c) that the employee must take the employment relations education leave by the end of the year in which it is allocated; and
    - (d) of the terms or effect of 7.8.
  2. The allocation of employment relations education leave does not, of itself, entitle the employee to take the leave.
- (v) **Eligible employee proposing to take employment relations education leave**
1. An eligible employee proposing to take employment relations education leave must tell her or his employer:
    - (a) That the employee proposes to take that leave; and
    - (b) The dates on which the employee proposes to take that leave; and
    - (c) The employment relations education that the employee proposes to undertake during that leave.
  2. An eligible employee must not take employment relations education leave unless the employee complies with (1) as soon as possible, but in any event no later than 14 days before the first day of such leave.
  3. An employer may refuse to allow an eligible employee to take employment relations education leave if the employer is satisfied, on reasonable grounds, that the employee taking employment relations education leave on the dates notified would unreasonably disrupt the employer's business.
  4. In (2) day means a day of the week other than a day in the period beginning with 25 December in any year and ending with 5 January in the following year.
- (vi) **Eligible employee taking employment relations education leave entitled to ordinary pay**
1. An employer must pay to an eligible employee the employee's ordinary pay (as defined in section 4 of the Holidays Act 2003) for every day or part of a day taken by the employee as employment relations education leave.
  2. However, an employer is not required to comply with subsection (1) in respect of any day for which the eligible employee is paid weekly compensation under the Accident Compensation Act 2001.