

**He Whānau Manaaki o Tararua Free
Kindergarten Association**

Office-based Support Staff

Collective Agreement

6 August 2021 – 5 August 2023

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PART ONE: OPERATION OF AGREEMENT

1.1 Parties to the Agreement

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

- (i) He Whānau Manaaki o Tararura Free Kindergarten Association (“the Association”); and
- (ii) NZEI Te Riu Roa (“the union”).

1.2 Coverage

- a) This agreement covers all employees whose work or role is based in one of the management/administrative offices of He Whānau Manaaki and/or whose manager or supervisor is based in one of those offices. This includes those whose work might be itinerant in nature, such as Navigators, Visiting Teachers and those in the Transport Team.
- b) The following employees of the Association are not covered by this agreement:
 - Support Staff based in Kindergartens run by the Association, including In-training teachers/educators/kaiako, Unqualified teachers/educators/kaiako, Administrators, Teacher aides, Cooks; and
 - Kindergarten Teachers, Head Teachers and Senior Teachers.
- c) The terms and conditions contained in this agreement are minimum provisions.

1.3 Term of the Agreement

This agreement shall come into force on 6 August 2021 and shall expire on 5 August 2023.

1.4 Variations

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

1.5 Definitions

- a) Part time employee means an employee employed to work for less than 40 hours per week.
- b) Part year employee means an employee employed to work for less than 52 weeks in a year.
- c) 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.
- d) Casual employee means an employee employed on an ‘as and when required’ basis.

PART TWO: HOURS OF WORK AND TYPE OF EMPLOYMENT

2.1 Hours of Work

- a) Hours of work shall not normally exceed eight per day, or 40 hours or 5 days per week.
- b) Employees are entitled to refreshment breaks as follows:
 - i. paid morning and/or afternoon refreshment breaks on any day they work 3 or more hours; and
 - ii. a paid thirty minute lunch break on any day they work five or more hours.
- c) The ordinary hours of work for which an employee is employed will be detailed in their letter of appointment.

2.2 Additional Hours

By agreement with, and prior approval from, an employee's manager, where an employee is required to work additional hours in excess of their ordinary hours (as per clause 2.1(c)) that employee may either be entitled to be paid for these additional hours at the employee's ordinary rate or to have time off in lieu.

2.3 Salarised Arrangement

By agreement between the Chief Executive Officer and an employee, a salarised arrangement may operate instead of the provisions outlined in sub clauses 2.1 and 2.2 above. In this case a salary shall be negotiated and agreed which includes recognition of the fact that the employee will work additional hours from time to time. In the case of an employee who has agreed a salarised arrangement, clause 2.2 shall not apply and additional hours may be required to be worked from time to time for which no additional payment is made. The annual salary shall be not less than the pay the employee would have received had they been paid on the relevant hourly rate.

2.4 Annualisation

- a) By agreement between the Association and an employee employed on a part year basis, projected earnings may be annualised. The Association and the employee shall record this agreement in writing, along with the annualisation calculation. This will include the actual pay rate as well as the annualised rate.
- b) Annualisation is the process by which a part year employee's ordinary pay earnings, including annual leave and payment for public holidays, over a year are paid in equal fortnightly instalments throughout the 12 month period, for the purpose of regularity of earnings for the employee across times of the year that they are not provided with work by the Association.
- c) For the purposes of this provision, 'weekly earnings' in relation to:
 - Any paid parental leave entitlement in accordance with section 71T of the Parental Leave and Employment Protection Act 1987; or
 - Any entitlements under the Injury Prevention, Rehabilitation and Compensation Act 2001shall mean the employee's hourly rate multiplied by the employee's actual (i.e. non annualised) weekly hours which shall be provided to the appropriate authorities if required to ensure that the employee is not disadvantaged through the annualisation agreement.
- d) An employee with annualised earnings remains entitled to the provisions of clause 2.2 – additional hours and 4.1 – public holidays. Any additional payments earned through working additional hours or on a public holiday shall be paid at the time they are earned.
- e) At the end of the 12 month period of annualisation, the Association shall calculate the remuneration that would have been earned had the employee not had annualised earnings, and shall calculate whether any additional remuneration is owing to the employee, or whether there has been an overpayment to the employee. The Association shall provide the results of the calculation to the employee. In the case of an underpayment the employee shall receive the additional remuneration, and in the case of an overpayment the Association shall deduct the overpayment from subsequent remuneration as per clause 3.9. Such a calculation shall also take place if the employee goes on leave without pay.
- f) If the employee's employment is to terminate, any overpayment shall be deducted from final pay. Two weeks written notice of any monies owed will be given, provided the proper notice of termination has been given, except in the case of serious misconduct.
- g) Where an employee under this clause seeks leave without pay for longer than two weeks, they shall be advised of the possibility of an overpayment.

- h) This process is not available to employees who have a salarised arrangement under clause 2.3.
- i) Where an employee's regular hours of work change or his/her pay rate changes, the revised calculation will be advised to the employee.

2.5 Appointments

- a) All part-time and full-time positions shall be permanent unless identified as fixed term positions.
- b) Offers of employment will be confirmed in writing including:
 - i. the proposed position;
 - ii. whether the appointment is fixed-term or permanent;
 - iii. rate of pay; and
 - iv. the ordinary hours of work
- 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. For the purpose of clarity, this includes casual employment; and 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.

2.6 Appraisal

- a) All employees shall engage in a cycle of professional growth according to the Association's policy and process, through which they will identify an area/s of work, study or interest they wish to focus on for growth and development.
- b) An employee may request Professional Learning and Development Leave as per Clause 4.5 in order to support them with growth and development in the area/s identified.

2.7 Working from Home

- a) In circumstances when employees are conducting their regular work from home, employees are entitled to have a discussion with their manager about the impact of this arrangement. This discussion must consider any impact on the employee's domestic circumstances as well as any equipment required and additional expenses that may be incurred for work to be done safely and without hardship.
- b) Based on the discussion in 2.7(a), the association will take reasonable steps to provide suitable equipment for the work required, that the workload is managed to take the employees domestic circumstances into account and where justified, a reimbursement provided to cover related and reasonable expenses.

PART THREE: REMUNERATION

3.1 Pay Scale

- a) The Association shall maintain and apply a Pay Scale applying to all employees covered by this agreement, with the exception of Visiting Teachers and from time to time other employees who are qualified and certificated Teachers whose salary is as per clause 3.5 below.
- b) The elements of the scale are:
- i. Grade: Applying to the position of the employee, related to tasks, responsibility and in line with other similar positions in the Association.
 - ii. Level: The rate applying to the employee dependent on length of service and experience, as per clauses 3.1 and 3.2 below.
- c) Pay Scale

	6 August 2021	6 August 2021	6 August 2021	6 August 2021
Grade	Level 1	Level 2	Level 3	Level 4
13	CEO			
12	110,818	117,144	129,793	136,117
11	95,367	100,782	111,615	117,031
10	89,146	94,197	104,298	109,348
9	83,444	88,179	97,588	102,303
8	73,896	78,070	86,355	90,509
7	64,714	69,101	76,413	80,069
6	61,278	64,688	71,511	74,922
5	54,345	57,441	63,356	66,359
4	51,060	53,871	59,490	62,300
3	47,904	50,528	55,775	58,400
2	47,320	47,320	49,086	51,376
1	47,320	47,320	47,320	48,203

3.2 Pay on Appointment

- a) An employee's pay rate shall be discussed during the offer of employment and shall be specified in the employee's personal letter of appointment.
- b) At the time of appointment, the Association will specify the appropriate Grade according to the position of the employee.
- c) At the time of appointment an employee will be placed on Level 1 of their relevant Grade, subject to d) below.
- d) At the time of appointment, the Association may recognise previous paid work experience that is directly relevant to the employee's duties and responsibilities and they may be placed on a higher Level on appointment.

3.3 Salary Progression

- a) Employees shall progress to the next Level in their Grade on the Pay Scale on an annual basis, to the maximum Level of their Grade, subject to satisfactory performance.
- b) The date of annual progression shall be either:
- i. on the anniversary of the employee's appointment; or
 - ii. when the employee has been on a Level for 12 months, and annually after this.

3.4 Increases to the Scale

- a) From time to time the Association may determine to increase the rates on the Pay Scale.
- b) In this case the increased rate, relevant to the employee's Grade and Level, shall apply to the employee from the date the increases to the Scale apply.
- c) Such an increase shall not be considered Progression under clause 3.3 above and the employee will remain on their current Level unless the increase coincides with the time of the employee's annual progression, as per 3.3 above.

3.5 Pay for Qualified and Registered Teachers Employed in the Office

- a) The salary for Visiting Teachers, and other employees who are qualified and registered Teachers and who are expected to maintain their Practising Certificate, will be linked to those agreed in the Kindergarten Teachers, Head Teachers and Senior Teachers Collective Agreement (KTCA).
- b) Visiting Teachers' salaries shall be those agreed for Head Teachers.
- c) The Visiting Teacher Lead shall also be paid, in addition to b) above, the amount specified for a Secondment Allowance in the KTCA. This shall be paid on a pro rata basis with their regular fortnightly pay.
- d) Any other qualified and registered Teachers who are employed in the office and who are expected to maintain their Practising Certificate shall have their appropriate rate of pay identified at the time of appointment, depending on their role, as one of the following:
 - a. Kindergarten Teacher;
 - b. Kindergarten Head Teacher; or
 - c. Kindergarten Senior Teacher
- e) Any increases to the salary scale, increments due or other such entitlements as relate to pay, such as lumpsum provisions, agreed in the KTCA will be passed on to Visiting Teachers and other qualified and registered Teachers (as per this clause) and will apply from the same date as in the KTCA.

3.6 Motor Vehicle Running Expenses

Any employee who has the approval to use her/his car for employment purposes shall be reimbursed at 73 cents per kilometre.

3.7 Uniform Expenses

The employer shall meet the cost of obtaining uniform items for any employee required to wear a uniform for their work. Where an employee is required to wear a uniform, the employer will pay for one full replacement annually, from the date of initial provision.

For the benefit of clarity, staff required to wear a uniform are those employed as runners and drivers for Etu Ao.

3.8 Evening Work

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

3.9 Expenses Incurred in the Attendance at Courses

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

3.10 Payment of Salary or Wages

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

3.11 Deductions from Salary or Wages

Deductions may be made from an employee's wages for time lost due to sickness, accident, default, leave without pay or other reason agreed to by the parties. Deductions may be made from an employee's final wages for any debt owing by the employee to the employer or for any property of the employer which the employee has not returned.

Deductions will not be made without prior discussion with the employee.

3.12 Overpayments

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

3.13 Hauora Contribution

The Association shall pay an allowance of \$50 per annum to all employees in the first pay cycle of the financial year to be used to support employees hauora. Employees will not be required to justify how this has been used.

PART FOUR: HOLIDAYS AND LEAVE PROVISIONS

4.1 Public Holidays

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

4.2 Annual Leave

- a) On completion of 12 months service with the Association an employee shall be entitled to 5 weeks (25 days) annual leave, to be taken and paid in accordance with the Holidays Act.
- b) Employees shall take their annual leave in advance of it falling due, i.e. an employee can take leave during the first year of their employment.
- c) An employee can take their annual leave at any time during the year, by agreement of the employee's manager.
- d) An employee's Annual Leave entitlement should be exhausted during the year in which it applies and should not be accrued from one year to the next, without the prior agreement of the employee's manager
- e) On completion of five years service (including service occurring prior to the coming into force of this agreement) with the Association shall, at the end of the fifth year and for subsequent years, be entitled to an annual holiday of six weeks (30 days).

4.3 Office Close-down

- a) Employees covered by this agreement are entitled to continue to be paid while the Association office is closed over the Christmas/New Year period, in addition to paid Public Holidays as per clause 4.1 above.
- b) This time is to be considered special and additional leave and cannot be accrued or taken at any other time, nor can it be exchanged for payment to the employee on resignation or at any time.

4.4 Sick and Domestic Leave

- a) On appointment, employees shall be entitled to five (5) days sick leave.
- b) After six (6) months continuous service, employees are entitled to a further ten (10) days sick leave.
- c) After eighteen (18) months continuous service, and then for each subsequent twelve (12) months of service, employees are entitled to ten (10) days per annum.
- d) Unused sick leave can accumulate up to a maximum of 70 days.
- e) Employees can use this leave for their own sickness or injury, or when a spouse/partner or person who depends on the employee for care is sick or injured.
- f) Employees will not generally be required to produce a medical certificate for sick leave, except where there are concerns about the length, pattern, frequency or authenticity of absences on sick leave, where an employee may be required to present a medical certificate. The Association may also at its expense require an employee to undergo a medical examination by a doctor nominated by the Association.
- g) Sick leave can be used for the employees, or their dependants, attendance at doctor, dentist and hospital appointments.

4.5 Professional Learning and Development Leave

- a) Full time permanent employees are entitled to a minimum of three (3) days leave per year of service for professional learning and development relevant to their role, but may be granted further leave at the discretion of the Chief Executive.
- b) Unused entitlement shall not be carried into the next year.
- c) Professional Learning and Development may include:
 - i. Learning and Development which the employer requires the employee to participate in; and/or
 - ii. Learn and development opportunities relevant to the employee's role, identified by the employee or employer and agreed by both parties.
 - iii. Where an employee makes a request for Professional Learning and Development Leave under a) above the employer will respond to the request as soon as possible and no later than two (2) weeks after the request was made by the employee.
- d) An employee may request financial support or reimbursement for costs incurred in attending courses, as per clause 3.7 above, or through any policy the Association may have in place to support the cost of study.

4.6 Bereavement Leave / Tangihanga Leave

- a) An employee shall be entitled to up to five days leave on pay on the death of a person with whom they have had a close association, due to blood or family ties or cultural obligations including significant responsibility for the arrangements for the ceremonies resulting from the death. This entitlement is also applied in circumstances recognised in s 69 of the Holidays Act 2003 where a pregnancy ends by miscarriage or stillbirth.
- b) One day's bereavement leave shall be allowed on the death of any other person where the employer accepts that the employee has suffered a bereavement at the time of the death.
- c) Additional leave, with or without pay, may be granted at the Chief Executive Officer's sole discretion.

4.7 Parental Leave

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

4.8 Jury Service/ Court Leave

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

4.9 Family Violence Leave

An employee who is a person affected by family violence (regardless of how long ago the family violence occurred) may take up to 10 days' paid family violence leave per year in accordance with Part 2, subpart 5 of the Holidays Act 2003.

4.10 Special Leave

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

PART FIVE: TERMINATION

5.1 Termination

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

5.2 Abandonment of Employment

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

5.3 Employee Protection Provision

- a) Where the Association is contracting out, selling or transferring all or part of the business, including the part of the business where the employee is employed, the following provisions will apply:
 - i. Where practicable, the employee and the union will be consulted about any proposal to sell all or part of the business or to contract out or transfer work before a final decision is made.
 - ii. If the Association decides to proceed with the proposed restructure, it will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer the employee employment on the same or similar terms and conditions and recognising service as continuous. The employee and the union will be advised of timeframes for such negotiation, and for the acceptance of any offer of employment or of any application and interview process, as soon as possible.
 - iii. The employee is entitled to choose whether or not to accept employment with the contractor/service provider. In the event that the contractor/service provider offers the employee employment in terms of sub clause (ii) above, no redundancy situation will arise, whether or not the employee chooses to accept the offer of employment.
- b) In the event that the contractor/service provider is not prepared to offer the employee employment in terms of sub clause ii) above, or offers employment on lesser terms and conditions and/or without recognition of the employee's service, the employee will receive notice of termination in accordance with this agreement.

5.4 Redundancy

- a) Where a potential redundancy situation could occur, the Association shall consult with the union and potentially affected employees, where practicable, prior to making final decisions.
- b) Employees made redundant are entitled to 6 weeks' notice of termination. The employer may elect to pay in lieu of some or all of the notice period.
- c) During the notice period both the Association and the employee shall make reasonable efforts to locate suitable alternative employment for the Association. In the event that a reasonable offer of employment is made, the Association's responsibilities under these provisions shall be fulfilled.
- d) The Association shall provide reasonable paid leave to attend job interviews.
- e) The Association and any affected employee and the union may agree in writing to an alternative arrangement to the provisions contained in this clause.
- f) For all employees with one year or more service a redundancy compensation payment of four (4) weeks' pay for the first 12 months or part year of service and thereafter 2 weeks' pay for every year or part year of service to a maximum of 30 weeks.
- g) Employees shall be entitled to all holiday pay and salary/wages owing.

PART SIX: TERMS OF EMPLOYMENT AND HEALTH AND SAFETY

6.1 Confidentiality

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

6.2 Conflict of Interest

Whilst employed by the Association 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 Chief Executive Officer.

6.3 Association Property

Employees may not remove any property owned by the Association, 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 Chief Executive Officer. On termination of employment, employees are to return all of the Association's property in their possession including copies of the same.

6.4 Health and Safety at Work

- a) When an employee's health and safety are shown to be significantly at risk through the course of their duties, the Association shall, in consultation with the appropriate health and safety authorities, take such steps as are necessary to provide protection for the employee.
- b) The Association shall ensure safe working practices and appropriate hygiene measures are in place to reduce the risk of infection by contagious disease. Where there is significantly increased risk, the situation shall be assessed on an individual bases and pre exposure immunization made available as advised by the Ministry of Health.
- c) The Association 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
- d) Where an employee is required to use a computer screen they shall be entitled to have their eyes tested before using such equipment, at the employers expense. Further tests will be carried out after 6 months and 12 months, then annually thereafter.

6.5 Accident Compensation and Rehabilitation

- a) If an employee is injured at work the Association's objective is to implement programmes to contribute to the employee's successful rehabilitation and safe return to work as soon as possible. After consultation with the employee and consideration of medical opinion, the employee's responsibility is to participate in any approved rehabilitation programmes.
- b) Where an employee suffers a work related injury the employee will agree to the Association seeking and obtaining information relevant to that injury from the employee's medical/health practitioner and/or the Accident Rehabilitation and Compensation Insurance Corporation.
- c) Where the Association has reasonable cause to be concerned about the employee's health, whether due to illness, the employee may be requested to undergo a medical examination by a medical specialist nominated by the Association in order to assess the employee's suitability for work based rehabilitation programmes or to enable an informed decision to be made regarding the employee's continued employment. The cost of such examinations will be paid by the Association.
- d) If the employee does not agree to undergo such medical examination, the Association may make its decision on the basis of any other information to hand at the time.
- e) Failure to comply with the specified requirements may render the employee ineligible for compensation.

PART SEVEN: UNION PROVISIONS

7.1 Worksite Representative

The Association recognises the role undertaken by worksite representatives in the workplace.

7.2 Right of Entry

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

7.3 Union Meetings

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

7.4 Union Membership Fees

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

7.5 Employment Relations Education Leave

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

PART EIGHT: EMPLOYMENT RELATIONSHIP PROBLEMS

8.1 Services Available for the Resolution of Employment Relationship Problems

What is an Employment Relationship Problem?

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

Resolving an Employment Relationship Problem

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

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

When a problem arises, union members should contact the Members Support Centre on 0800 NZEI HELP (0800 693 443) for advice and representation.

Employers should contact an adviser/representative of choice.

Personal Grievances

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

An employee may have a personal grievance where:

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

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

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

Either party can refer a personal grievance to the Employment Relations Service of the Department of Labour for mediation assistance, or to the Employment Relations Authority.

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

Services Available

To help resolve employment relationship problems, the Department of Labour provides:

- **An Information Service**
This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 800 863. The Department's Employment Relations Service internet address is www.ers.dol.govt.nz and can be contacted by e-mail at info@ers.dol.govt.nz.
- **Mediation Service**
The Mediation Service is a free and independent service available through the Department of Labour. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.
Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.
If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.
A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.
If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.
- **The Employment Relations Authority**
This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.
Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.
The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

**TERMS OF SETTLEMENT - THE HE WHĀNAU MANAAKI O TARARUA FREE KINDERGARTEN
ASSOCIATION OFFICE-BASED STAFF COLLECTIVE AGREEMENT**

DATED 7 OCTOBER 2021

This document sets out the agreed modifications to the collective agreement for He Whānau Manaaki o Tararua Free Kindergarten Association office based staff as well as terms agreed for further work subsequent to these negotiations.

The agreement has been settled between NZEI Te Riu Roa and He Whānau Manaaki o Tararua Free Kindergarten Association. It is subject to ratification by NZEI Te Riu Roa members pursuant to section 51 of the Employment Relations Act.

The full settlement comprises both the following elements of the settlement and the collective agreement updated in accordance with the following elements and agreed by both parties.

1. TERM

The term will be two (2) years from the date of expiry of the previous collective agreement.

2. COVERAGE

The parties agree to amend clause 1.2 (a) to read

- a) This agreement covers all employees whose work or role is based in one of the management/administrative offices of He Whānau Manaaki and/or whose manager or supervisor is based in one of those offices. This includes those whose work might be itinerant in nature, such as Navigators, Visiting Teachers and those in the Transport Team.

3. REMUNERATION

The parties agree:

- That no members covered under this collective agreement shall be paid any less than the Living Wage, currently set at \$47,320 per annum.
- All members will receive an increase to printed and paid rates from 6 August 2021 of \$1,250, unless a greater increase is required to match the Living Wage.

The parties agree to convene a working party within the next 6 months to review the salary scale with the view to regrade and/or confirm current grades and rates. This working party will then prepare a proposed pay scale which will be put to members to vote on prior to these taking effect on 1 July 2022.

The parties agree that the recommendations of this working party will require:

- No members to receive any less than their current pay rate.
- The grading for all roles to be included as an appendix to the collective agreement with consideration given to privacy to individuals which may mean that some individual roles and grading ranges may be grouped.
- The revised pay scale to continue until the expiry of the collective agreement.

The parties intend that all employees to be paid no less than the Living Wage. This rate is due to be next increased from 1 September 2022, and the rate for this increase is due to be announced on the 1st of April 2022, which will give us time to include the new rate in the proposed pay scale.

4. PAY FOR QUALIFIED AND REGISTERED TEACHERS

The parties agree to amend clause 3.1 to read as follows:

- a) The Association shall maintain and apply a Salary Scale applying to employees covered by this agreement, with the exception of Visiting Teachers and from time to time other employees who are qualified and certificated Teachers whose salary is as per clause 3.5 below.

The parties agree to add a new section 3.5 as follows, and to renumber the following sections to maintain order.

3.5 Pay for Qualified and Registered Teachers Employed in the Office

- a) The salary for Visiting Teachers, and other employees who are qualified and registered Teachers and who are expected to maintain their Practice Certificate, will be linked to those agreed in the Kindergarten Teachers, Head Teachers and Senior Teachers' Collective Agreement (KTCA).
- b) Visiting Teachers' salaries shall be those agreed for Head Teachers.
- c) The Visiting Teacher Lead shall also be paid, in addition to b) above, the amount specified for a Secondment Allowance in the KTCA. This shall be paid on a pro rata basis with their regular fortnightly pay.
- d) Any other qualified and registered Teachers who are employed in the office and who are expected to maintain their Practicing Certificate shall have their appropriate rate of pay identified at the time of appointment, depending on their role, as one of the following:
 - a. Kindergarten Teacher;
 - b. Kindergarten Head Teacher; or
 - c. Kindergarten Senior Teacher
- e) Any increases to the salary scale, increments due or other such entitlements as relate to pay, such as lumpsum provisions, agreed in the KTCA will be passed on to Visiting Teachers and other qualified and registered Teachers (as per this clause) and will apply from the same date as in the KTCA.

5. INCREASE TO ANNUAL LEAVE ENTITLEMENT

The parties agree to amend clause 4.2(a) to provide 5 weeks (25 days) of annual leave and to amend clause 4.2(e) to provide an entitlement of 6 weeks (30 days).

The increase to these annual entitlements is inclusive of any equivalent entitlements an employee may be entitled to if they have access to grand-parented annual leave entitlements.

6. HAUORA CONTRIBUTION

The parties agree that an allowance of \$50 per annum will be paid to all employees in the first pay cycle of the financial year to be used to support employees hauora. Employees will not be required to justify how this has been used.

7. WORKING FROM HOME

The parties agree to add a new section 2.7 Working from Home that states:

In circumstances when employees are conducting their regular work from home, employees are entitled to have a discussion with their manager about the impact of this arrangement. This discussion must consider any impact on the employee's domestic circumstances as well as any equipment required and additional expenses that may be incurred for work to be done safely and without hardship.

Based on this discussion, the association will take reasonable steps to provide suitable equipment for the work required, that the workload is managed to take the employees domestic circumstances into account and where justified, a reimbursement provided to cover related and reasonable expenses.

8. SICK & DOMESTIC LEAVE

The parties agree to amend section 4.4 to read:

On appointment employees shall be entitled to five (5) days sick leave.

After six (6) months continuous service, employees are entitled to a further ten (10) days sick leave.

After 18 months continuous service, and then for each subsequent 12 months of service, employees are entitled to ten (10) days per annum.

Unused sick leave can accumulate up to a maximum of 70 days.

Employees can use this leave for their own sickness or injury, or when a spouse/partner or person who depends on the employee for care is sick or injured.

9. UNION MEMBER BENEFIT

The parties agree that, consistent with the principles of the Employment Relations Act and except as provided by section 62 of that Act, members of NZEI Te Riu Roa (as of 4 October 2021) will receive the remuneration increase backdated to 6 August 2021.

Furthermore, employees who are not members of NZEI Te Riu Roa will be prevented from receiving the modifications specified in these terms of settlement (other than those required under Law) until 1 February 2022.

10. TECHNICAL CHANGES

Bereavement Leave

In light of new legislative provisions in the Holidays Act that expressly recognise the need to grant employees bereavement leave if they have been affected by a miscarriage or stillbirth.

The parties agree to amend clause 4.6 to read:

4.6 Bereavement Leave / Tangihanga Leave

- a) An employee shall be entitled to up to five days leave on pay on the death of a person with whom they have had a close association, due to blood or family ties or cultural obligations including significant responsibility for the arrangements for the ceremonies resulting from the death. This entitlement is also applied in circumstances recognised in s 69 of the Holidays Act 2003 where a pregnancy ends by miscarriage or stillbirth.
- b) One day's bereavement leave shall be allowed on the death of any other person where the employer accepts that the employee has suffered a bereavement at the time of the death.

- c) Additional leave, with or without pay, may be granted at the Chief Executive Officer's sole discretion.

Family violence Leave

The parties agree to add the following clause as section 4.9, and renumbering the subsequent section:

4.9 Family Violence Leave

An employee who is a person affected by family violence (regardless of how long ago the family violence occurred) may take up to 10 days' paid family violence leave per year in accordance with Part 2, subpart 5 of the Holidays Act 2003

Matariki

Clause 4.1(a) will be amended to include Matariki as a paid public holiday from 2022 onwards

Clause 2.6 Appraisal

The parties agree to amend section 2.6 to read:

2.6 Professional Growth

- a) All employees shall engage in a cycle of professional growth according to the Association's policy and process, through which they will identify an area/s of work, study or interest they wish to focus on for growth and development
- b) An employee may request Professional Learning and Development Leave as per Clause 4.5 in order to support them with growth and development in the area/s identified.

Clause 5.4

The parties agree to amend the "typo" in Clause 5.4 from 'maximums 30 weeks' to 'maximum 30 weeks'

Resolving an Employment Relationship Problem

The parties agree to amend clause 8.1, under "resolving an Employment Relationship Problem" to read:

"When a problem arises, union members should contact the Member Support Centre 0800 NZEI HELP (0800 693 443) for advice and representation"



For He Whānau Manaaki o Tararua Free
Kindergarten Association



For NZEI Te Riu Roa

7/10/21