



EMPLOYMENT AND PERSONNEL POLICY

Policy Statement

The Pipitea Childcare Centre Management Committee is responsible for the employment of staff at the Centre. The Centre's employment policy reflects that Pipitea Childcare Centre is a high quality childcare centre and that the Management Committee is a good employer and fair in its staff relations. In particular:

- We will endeavour to employ teachers who are fully qualified early childhood educators holding a minimum of a Diploma of Teaching or equivalent in Early Childhood Education, recognising that by 2012, we must meet Ministry of Education's stated objective of a fully trained teaching staff.
- We will employ the best person for the job, providing equal employment opportunity to all candidates.
- We will maintain staff-children ratios that ensure the Centre obtains Government funding at rate 2 or above.
- We will employ support staff to enable a smooth running, fully functional childcare centre.
- We will have employment terms and conditions that are capable of attracting and retaining high calibre, dedicated staff.
- We will provide an environment that is supportive for staff.
- We will provide a safe working environment for staff.
- We will provide for ongoing training and development of staff in order to ensure the Pipitea Childcare Centre is operating to the highest early childcare educational standards and practices.
- We will ensure that there is a system in place for staff performance appraisal and individual goal and objective setting.
- We will ensure that there is a system in place for fairly and reasonably dealing with staff complaints, personal grievances, discipline and serious misconduct.

Procedures

Employment of Staff

1. The Pipitea Childcare Centre's objective is to maintain the following staffing levels:
 - A Supervisor or nominated Supervisor in charge
 - An Assistant Supervisor
 - Five full-time early childhood teachers
 - An office administrator (at approximately 20 hours per week)
 - A Centre cook (at approximately 20 hours per week)The Centre may also employ contract workers for cleaning services and grounds maintenance.
2. All vacancies will be advertised internally, as well as externally.
3. Staff are appointed by the Centre Convenor and Management Committee. Appointment of all teachers and the office administrator is on the recommendation of an appointment panel of at least three people determined by the Management Committee. At all times, the

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Centre Convenor will be on the appointment panel for the Supervisor and Assistant Supervisor positions, unless this is agreed otherwise by the Management Committee at the request of the Centre Convenor. At all times, the Treasurer will be on the Appointment Panel for the Office Administrator position unless this is agreed otherwise by the Management Committee at the request of the Treasurer. Appointment of the Centre Cook, Centre Cleaner and Centre grounds maintenance person is on the recommendation of an appointment panel of at least two people determined by the Management Committee.

4. The Centre Convenor must be advised of all appointment recommendations and must approve the appointment of all staff. The Centre Convenor will act in accordance with any majority decision of the Management Committee concerning staff appointments.
5. Every new staff member will be forwarded a letter of appointment by the Centre Convenor.
6. It is desirable that new childcare staff employed be fully qualified early childhood educators holding, as a minimum, a Diploma of Teaching or equivalent in Early Childhood Education.
7. Prior to appointment of all staff, there will be referee checks undertaken to ensure the proposed appointee is a person of good standing, fit to be in a childcare centre and has had no criminal convictions or previously been dismissed from employment.

Police Checks

8. A police vet must be obtained from the NZ Teachers Council before any of the following personnel are employed:
 - Non teaching staff who do not hold a Limited Authority to Teach
 - Teachers who are not registered
 - Contractors, and employees of contractors, who regularly work at the Centre during hours of operation (if they are unsupervised and in close contact with children)

Note: Registered teachers and holders of a limited authority to teach have police checks as part of registration, so no action is required by the Committee for those appointments.

9. A further police vet must be conducted on or about the third anniversary of the previous vet.
10. The results of police vets must be satisfactory in all respects to the Management Committee and in particular show the person to be of good standing and character and fit to be in a childcare centre.
11. All employees must notify the Centre within seven days if they are convicted of any offence that carries a potential penalty of three months imprisonment or more, regardless of the actual penalty incurred.

Employment Terms and Conditions

12. The Pipitea Childcare Centre is a party to the Consenting Parties Early Childhood Collective Agreement (an agreement between childcare centres and the New Zealand Educational Institute ('NZEI')).
13. Where a staff member could be bound by the Consenting Parties Early Childhood Collective Agreement or any other collective employment agreement, the Pipitea Childcare Centre will employ the staff member in accordance with that agreement for the first 30 days of employment. The staff member may, in the course of the first 30 days, or at any time after that, join the union at which point the staff member will be covered by the collective employment agreement.

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14. Where a staff member is a member of NZEI or any other union and has agreed to being part of the Consenting Parties Early Childhood Collective Agreement or any other collective employment agreement, the Pipitea Childcare Centre will employ the staff member in accordance with that agreement. Additional conditions may be agreed that are not inconsistent with the collective employment agreement.
15. Where a staff member is not a member of NZEI or any other union and could not be bound by the Consenting Parties Early Childhood Collective Agreement or any other collective employment agreement, or has elected not to be bound by that agreement, the staff member will be employed on an Individual Employment Agreement.

Leave

16. Staff are required to apply for annual leave in advance (and there is a leave application form for this purpose) and to have leave approved by the Centre Supervisor or Centre Assistant Supervisor. Leave can be taken only at the convenience of the Centre.
17. Staff may anticipate annual leave of up to five days maximum.
18. Staff are required to take annual between Christmas and New Year, when the Centre is closed, and may be encouraged to take annual leave over January when the Centre usually has fewer children present.
19. Where a staff member has annual leave owed to them of more than 20 days, they are required to advise the Centre Supervisor of when it is intended to take leave in the future. The Centre Supervisor and the Centre Convenor may jointly approve accumulation of leave for an overseas holiday, provided that this is at the convenience of the Centre. A staff member may be requested to take annual leave or forfeit it, if leave owed is in excess of 25 days. A decision of this nature will be taken jointly by the Centre Supervisor and Centre Convenor and will be given to the staff member in writing. The staff member will be given at least two weeks' notice that leave is required to be taken or will be forfeited.
20. In the special circumstances of the staff member being ill and not having any more sick leave entitlement, annual leave may be taken with the joint approval of the Centre Supervisor, the Centre Convenor and the employee.
21. In exceptional circumstances, staff may be granted leave without pay. Such leave without pay must be approved jointly by the Centre Supervisor and the Centre Convenor.

Leave for a Work-Related Personal Injury

22. Where a work-related personal injury occurs and a staff member is unable to undertake duties and attend the Centre and worker compensation is payable in respect of the injury, the Pipitea Childcare Centre will further compensate the staff member by paying:
 - (i) up to 5 days leave on pay (equivalent to the worker compensation 5 day stand down period)
 - (ii) a top-up of pay to the staff member for up to 3 weeks (including statutory holidays) where the staff member is receiving 80% wage or salary earnings from worker compensation, to ensure the staff member receives the equivalent of an average full day's wages or salary.
23. The above payments may be claimed by the staff member on work-related personal injury compensation, irrespective of whether they have sick leave to which the staff member is entitled.

[Explanatory Note: Where an employee is eligible for ACC, the employer must pay their first week of compensation at a minimum of 80% of earnings, and not deduct this from sick leave, by law. ACC then pays the compensation for the second and subsequent weeks, at a rate of

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80% of earnings. This policy states that Pipitea Childcare Centre will pay 100% for the first week, and top up the compensation from 80 to 100% for up to a further 3 weeks. This is an additional benefit to staff.]

Leave for Jury Service or to be a Court Witness

24. Staff attending jury or witness service on leave on pay (as provided for in the Consenting Parties Agreement) are to return to the Centre if they are no longer required and are to resume duties at the direction of the Supervisor or Acting Supervisor in charge.

Performance Agreements and Performance Appraisals

25. Every staff member will have an annual performance agreement and be given a performance appraisal on the completion of the performance agreement period. Performance appraisals will include a plan for professional development for each staff member.
26. The Centre Convenor is responsible for ensuring there is a Performance Agreement in place with the Centre Supervisor.
27. The Treasurer is responsible for ensuring there is a Performance Agreement in place with the Office Administrator.
28. The Centre Supervisor is responsible for ensuring there is a Performance Agreement in place with the Assistant Supervisor, other teachers and the Centre Cook.
29. Performance Appraisals are required to be completed within three months of the end of the Performance Agreement period and a new Performance Agreement determined.

Professional Development

30. Staff are encouraged to further their professional development through taking courses and study. Study leave is available in accordance with the Consenting Parties Agreement. Approval to attend courses or study programmes for which leave and payment of fees is requested must be obtained from the Management Committee. The Pipitea Childcare Centre may pay for the course fee for staff attending relevant courses or study programmes.

Complaints, Personal Grievances, Disciplinary Action and Serious Misconduct

31. Complaints, competency and disciplinary issues will be considered in accordance with the procedures set out in the Consenting Parties Agreement where applicable, and with the Centre's Complaints policy
32. The Centre Convenor is to be advised within 24 hours of any personal grievance case taken by a staff member or former staff member in respect of the Centre.
33. The Centre Convenor is to be advised within 24 hours of any disciplinary action taken due to serious misconduct. Preferably the Centre Convenor is to be consulted by the Centre Supervisor prior to any action being taken. If the Centre Convenor is required to initiate action, this will not be undertaken without consultation with at least two other Management Committee members.

Related Policies

Complaints Policy

Protected Disclosures Policy

Health and Safety

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Ratification

Signed:

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Centre Supervisor

Convenor

Date:

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