

Tower Road Christian Preschool



Individual Employment Agreement.

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Individual Employment Agreement

Between: **Matamata Christian Early Learning Centres Limited**

and Employee : _____

Start Date: _____

Position: **Qualified Fully Registered Early Childhood Teacher** Classification: **Permanent Part Time**

Remuneration: Hourly. \$ Per Hour

1.0 Title and Duties

The Employee's duties are contained in the job description which is attached to this agreement, and may change to suit requirements following consultation with the Employee.

2.0 Place of Work

Tower Road Christian Preschool, 112 Rawhiti Avenue, Matamata - and anywhere else the Employer might reasonably request.

3.0 Times and Hours of Work

1. One week notice will be given by the Employer to the Employee of any permanent alteration to the Employee's hours of work, following consultation in good faith.
2. This is permanent part time position with hours of work being according to roster during normal work hours with a minimum of 20 hours per week.
3. Normal work hours are when the Centre is open Monday to Friday inclusive between the hours of 7.45 a.m. and 4.15 p.m.
4. The employer shall give 7 days notice of the expected roster and the employee must work the rostered hours, and any other hours reasonably required in order for the employee to carry out their duties under this agreement
5. In the event of unexpected staff absences or other unexpected events, the employer may alter the roster at short notice in order to accommodate the ongoing operation of the preschool.
6. It is recognized that there are times where the hours of work are flexible and the Employee may be required to make themselves available for work outside normal work hours, for instance for staff meetings etc.
7. The Employer and the Employee can negotiate a morning and afternoon rest period of up to 10 minutes each, so that they do not cause disruption to the preschool programme and any regulatory requirements.
8. The Employee will comply with the Employer's request to record hours of work and accurately record them for each day of work.

4.0 Trial Period

- 1 The parties agree that the employee will serve an initial trial period of 90 days commencing from the first day of the employee's employment.
- 2 At any time during the trial period the employee may be dismissed [immediately/on hours/days/weeks] written notice at the employer's sole discretion.
- 3 If the employer does dismiss the employee during the trial period the employee is not entitled to bring a personal grievance or other legal proceedings in respect of that dismissal.
- 4 The later termination provisions in this employment agreement do not apply if the employer gives the employee notice of termination under this provision during the trial period.

5.0 Remuneration Details

1. All wages or salary are to be paid fortnightly by direct credit to the Employee's bank account, no later than Wednesday or at least one clear day prior to a public holiday.
2. In the event of overpayment of wages to the Employee, the Employee authorises the Employer to deduct the overpayment from any subsequent payment due to the Employee, provided the Employee is given written notification of the Employer's intention to recover the overpayment and the amount to be deducted.
3. The Employee authorises the Employer to make a deduction from payments due to the Employee, in respect of monies owing to the Employer (e.g. the Employee purchases an item on the Employers account).
4. Upon termination the Employee authorises the Employer to deduct from the Employee's final pay whatever monies the Employer may be owed under the employment relationship including annual, sick leave or bereavement leave taken in advance.

6.0 Holidays and Annual Leave

1. To avoid doubt, the holiday and leave entitlements provided under this agreement incorporate the requirements of the holidays act 2003, and are not in addition to the entitlements provided by the act.
2. On completion of 12 months continuous service prior to a Christmas/New Year holiday period, the employee shall be entitled to holiday pay at the rate of 8%. Employees in the first year of employment with less than 1 year of service prior to any Christmas/New Year period, upon reaching such holiday period shall be paid holiday pay as provided in the Holidays Act 2003. The employment anniversary date for the purpose of determining future holiday pay entitlements will then be deemed to be the date of this initial Christmas/New Year holiday period.
3. Under no circumstances may the employees annual leave entitlement go into negative, however after 3 months continuous employment the employee may apply for up to one week, and no more than one week unless otherwise agreed to by the Board in response to a written application, of annual leave from the current years accrued annual leave, which may be taken as individual days.
4. The employee must be mindful of preserving three weeks of annual leave entitlement which then must be taken while the preschool is closed over the Christmas/New Year holiday period, with any remaining entitlement being taken before the end of the following 12 months at a mutually agreed time or times, with the employee giving at least 2 weeks notice of request for any such leave.
5. Public Holidays will be observed as per the holidays act: New Year's Day, 2 January, Anniversary Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day. The preschool does not operate on public holidays, and as such, you will not be required to work on a public holiday. Payment for Public Holidays shall be made as per the Holidays Act.
6. The Employee is not required to work on public holidays, however if such an event was to occur the Employee would receive an alternate holiday day which will be paid when taken and be paid time and a half for hours worked on the public holiday day. To avoid doubt, the holiday and leave entitlements provided under this agreement incorporate the requirements of the holidays act 2003, and are not in addition to the entitlements provided by the act.

7.0 Sick and Bereavement leave

1. Sick Leave

- 7.1.1 Following the completion of six months continuous employment the employee becomes entitled to sick leave. The Employee is entitled to 5 days paid sick leave for each 12 month period of employment, which if unused, can be accumulated to a total of 20 days.
- 7.1.2 Such sick leave may be taken only when the Employee is sick or injured; or the spouse; partner or child of the Employee is sick or injured; or a person who depends on the Employee for care is sick or injured.
- 7.1.3 If the sickness or injury that gave rise to the leave is for a period of 3 or more consecutive calendar days, whether or not those days would otherwise be working days for that Employee, payment for the leave may be withheld from the Employee until proof of sickness or injury is produced by the Employee. A medical certificate from a registered medical practitioner based on that medical practitioners diagnosis, is sufficient proof.

2. Bereavement leave

- 7.2.1 The Employee is entitled, after three months of continuous employment, to three days bereavement leave where the bereavement results from the death of the Employee's spouse; partner; child; brother; sister; grandparent; grandchild; spouse or partner's Father or Mother.
- 7.2.2 The Employee is entitled, after three months continuous employment, to 1 day bereavement leave on the death of any other person if the Employer accepts that the Employee has suffered a bereavement, after taking into account: the closeness of the relationship or association between the Employee and the deceased; whether the Employee may have any responsibility for the arrangements for the ceremony; and any cultural responsibilities the Employee has in relation to the death.
- 7.2.3 The Employee agrees to complete the Employer's bereavement application form when requested to do so.

8.0 Parental leave

The Employee's parental leave entitlements will be in accordance with the parental leave and employment protection act 1987 (as amended).

9.0 Employee Obligations

- 1. The Employee is expected to use courteous and considerate behavior in all dealings with his/her colleagues, clients and business contacts. The Employee must not use language or conduct likely to cause offence to or about any person or group, whether on the grounds of religion, colour, race, ethnic origins, sex or age of the person or any other grounds.
- 2. It is a requirement that all Employees hold and continue to maintain a clean police record. If in the future, after being employed with a clean police record that a criminal conviction is obtained they must advise the Employer and their employment may be terminated.
- 3. During normal working hours the Employee shall devote the whole of their time, attention and abilities in carrying out their duties.
- 4. The Employee is expected to maintain a high standard of personal cleanliness and appearance. An appropriate standard of dress, as determined by the Employer, is required at all times as per the Dress and Presentation section of the of the Personnel Policy.
- 5. The Employee is expected to uphold and carry out the Teacher's Council Code of Ethics.
- 6. All Registered teachers are required to maintain their Teacher Registration keeping evidence that may be required to support how they fulfill the Teacher Criteria to achieve subsequent renewal of their registration. If a Registered teacher fails to comply and does not maintain their registration their employment may be terminated.

10.0 Health and Safety

- 1. The Employee must follow the Employer's health and safety rules and procedures at all times and take all practicable steps to ensure their safety and that of all others while at work. The Employee must immediately

report any hazard, work related accident, incident or illness to management.

2. Where a claim is submitted to ACC alleging that injury occurred at work, the Employee must notify the Employer and provide a copy of the claim form within 24 hours of submission to ACC. In the event that the Employee fails to comply with this clause (or failed to report the accident or injury at the time it occurred to management) the company may dispute that it is a workplace injury, and this may impact upon the Employee's claim. A disciplinary investigation may be commenced in the event that the Employee fails to report an accident promptly and/or fails to otherwise comply with this clause.

11.0 Misconduct

1. In cases of misconduct or serious misconduct by the employee (which shall include but not be limited to those listed in the Personnel Policy) the discipline and dismissal processes in the Personnel Policy shall be followed.
2. If a serious problem arises, the Employer may suspend the Employee from work until the problem is resolved. While suspension is usually on pay, the Employer has the right to suspend without pay if it is decided to be appropriate.

12.0 Termination of Employment

1. Except as provided for in the Trial period clause, either party may terminate this agreement on giving no less than four week's notice to the other party.
2. Should the Employee leave without the required notice being given, the Employer is entitled to compensation for short notice, to be calculated at an amount equivalent to the pay the Employee would have earned during the un-worked notice period, which the Employee authorizes the Employer to deduct from the Employee's final pay (including holiday pay).
3. Where the Employee resigns the Employer may elect to pay wages/salary in lieu of the Employee having to work out the notice period.
4. Upon termination the Employee shall immediately deliver up to Employer all records, equipment, keys, credit cards, and any other property belonging to the Employer to the satisfaction of the Employer.

13.0 Termination for Medical reasons

1. The Employer may terminate the Employee's employment by giving such notice to an Employee that the Employer deems appropriate in the circumstances if, as a result of mental or physical illness, incapacity or injury of the Employee, he or she is unable in the opinion of the Employer, to fulfill his or her duties under this agreement.
2. Termination of the Employee's employment for medical reasons shall not occur until a) the Employer has taken all reasonable steps to consult the Employee (or, if the Employee is mentally incapable, the Employee's next of kin or medical practitioner), and b) the Employer has taken all reasonable steps to obtain informed medical opinion as to the Employee's ability to perform the required duties under this agreement.

14.0 Abandonment of Employment

1. Where the Employee is absent from his or her place of work for a continuous period of three working days without good cause, the Employee shall be deemed to have abandoned their employment.
2. The Employer acknowledges that before an Employee is deemed to have abandoned his/her employment, the Employer will take reasonable steps (telephone and writing to the address provided by the Employee) to warn the Employee that the Employer intends to rely on this clause, in the event the Employee fails to contact or attend work.
3. The Employee agrees that throughout the term of employment, the Employee shall keep the Employer informed of the Employee's current home address and contact telephone number.

15.0 Staff Appraisals

1. The Employee agrees to participate fully in any staff appraisal process that shall be conducted by the Employer.
2. The Employee's performance shall be reviewed yearly against the Employee's Job Description.
3. The processes to be followed when performance is unsatisfactory are contained in the Personnel Policy.

16.0 Confidential Information

1. The Employee shall not copy, reveal or disclose any confidential information, except as authorised by the Employer or as required for the proper performance of their duties.
2. The Employer considers the following information to be confidential, but is not considered an exhaustive list: Employee lists and Employee information; financial statements; products and services data; financial condition data; business plans; pricing data; business records; family lists; project records; correspondence; market reports; suppliers and vendor lists; business manuals; policies and procedures; ideas; systems; practices; studies; technologies; inventions; discoveries; portfolio records; staff office records; security arrangements; codes and passwords and all other commercially sensitive or valuable information which may be disclosed by the Employer during the employment, and whether or not made, developed and/or conceived by the Employee during the employment.

17.0 ICT and Cyber Safety

1. Failure to comply with the ICT and Cyber Safety Policy may be treated as serious misconduct.
2. The Employee must comply with all systems established by the Employer with regard to ICT and cyber use.
3. The Employer's ICT systems and devices are for business use only, and personal use is prohibited. Personal use of the telephone or a personal device must be during break times.
4. Any adverse comments posted on any social networking site that are negative and/or defamatory in nature, may be treated as misconduct.

18.0 Security

1. No materials, tools or equipment of any description may be borrowed or removed from the premises without the prior consent of the Employer.
2. All Employees are to secure doors and windows and turn off any equipment or machinery that must be turned off before leaving the building at closing time or when they are leaving the building outside the normal working hours.
3. Key holders have a special responsibility for security. Keys must not be loaned or duplicated for unauthorized people. Lost or mislaid keys must be reported to the Employer. Security codes are to remain confidential.
4. Each Employee is responsible for the security of their personal property and are advised not to leave money or valuables unattended or in places where they could be taken or interfered with.

19.0 Employment Protection Provision

1. In the event of a restructure, as defined in the Employment Relations Amendment Act (No 2) 2004 (being the sale, transfer, or contracting out of all or part of our business) that may affect your employment, the Employer will:-
 - a) As soon as is reasonably practicable, taking into account the commercial requirements of the business, commence discussions with the potential new Employer concerning the impact of the restructuring on your position.
 - b) Discuss with the potential new Employer regarding whether or not it proposes to offer employment to you, and if so the terms and conditions it proposes to offer employment to you, and the proposed date for commencement of employment with the potential new Employer.
 - c) Inform you of any relevant outcome(s) from discussions with the Employer and the potential new Employer.
2. In the event you are not employed by the potential new Employer, for whatever reason, and you are declared redundant, notice will be provided as per this agreement and you will not have any entitlement to redundancy compensation.

20.0 Redundancy

In the event that you are declared redundant, you shall be given four weeks notice of termination of your employment or at the discretion of the employer, be paid in lieu thereof. The notice period specified in this clause shall be inclusive of the notice period specified in the Termination clause above.

21.0 Secondary Employment

The employee must seek prior approval from their manager for any secondary employment. The Employer reserves the right to withhold approval if it is considered that the secondary employment would involve an unacceptable conflict of interest or if that employment would interfere with the employees work performance or health and safety at work.

22.0 Good Faith

The parties to this agreement shall deal with each other in good faith. They shall be active and constructive in establishing and maintaining a productive employment relationship in which the parties are, among other things, responsive, communicative, supportive, co-operative, transparent and honest. This is an obligation which binds both the Employer and Employee. The parties must comply with the provisions of the Employment Relations Act.

23.0 Adverse Comments

- 1 Both during employment and after employment is terminated, the employee agrees they will not directly or indirectly make or cause to be made any disparaging comments or publish disparaging material:
 - a) about the employer, its employees, suppliers, customers or any other party associated with the employer's business;
 - b) that brings the employer into disrepute;
 - c) that discloses confidential information.
- 2 The prohibition in subclause (a) above includes all comments and publications made electronically, including any comments posted in any social media web sites or made from outside New Zealand.
- 3 Any breach of this provision will be treated as misconduct.

24.0 Resolution of Employment Relationship Problems

- 1 The Personnel Policy contains the processes to be followed should any employment relationship problems arise.

- 2 Such problems should be raised as soon as possible by the aggrieved party with the other party, in order to arrive at a quick resolution.
- 3 If the issue is a personal grievance, the Employee must present that grievance within 90 days of the event giving rise to the grievance, or the Employee becomes aware of the grievance, or after further time if allowed by the Employer or where the Employment relations Authority grants an extension of time.
- 4 If the Employee's employment agreement contains a trial period clause, they may not raise a personal grievance on the grounds of unjustified dismissal. The Employee may raise a personal grievance on other grounds as specified in sections 103(1)b-g of the Employment Relations Act, and in the trial period clause of this agreement.

25.0 Kiwi saver

The Employee has the option of joining KiwiSaver, and as a new Employee will be automatically enrolled into KiwiSaver.

26 Restraint of Trade

For a period of six months following the termination of the employee's employment for any reason, the employee shall not, either personally or in any other capacity, seek business from or offer to perform work for any person or entity with whom the employee had previously dealt on behalf of the employer. This restriction shall not apply if the business sought or work to be performed is significantly different from that which the employee had performed for the employer.

27.0 Employment Agreement

- 1 This agreement may only be amended or varied by written consent signed by both parties.
- 2 The Employee acknowledges that he/she has had the opportunity to take independent advice before signing this agreement, as part of their start up documents (in their personnel file) but not in the agreement.

28.0 Completeness

This employment agreement is the complete agreement and replaces all previous written or oral agreements or understandings. Variations to this agreement must be in writing and signed by both parties.

I understand the conditions of employment set out above and accept these terms and conditions.

Employee's Signature Date

Employer's Signature Date
 (on behalf of Matamata Christian Early Learning Centres Limited)

Tower Road Christian Preschool



Job Description - Teacher

Employee -

Responsible to:
Centre Manager

Commitment

Tower Road Christian Preschool is committed to building foundations of Christian faith and high quality learning so our children will grow up as competent and confident learners and communicators, healthy in mind, body and spirit, secure in their sense of belonging and in the knowledge that they make a valued contribution to society.

Staff are expected to proactively support this commitment.

Organisation

Takes an active role in the favourable promotion of the Preschool.
Is involved in activities that contribute to the life of the Preschool.

Teaching and Learning

Actively supports the Preschool's Christian Philosophy.
Demonstrates a commitment to the bicultural history of Aotearoa New Zealand and reflects this in teaching practice in a way that supports the preschool's Christian philosophy.
Provides a stimulating programme that reflects the Christian philosophy of the centre and recognises and responds to the needs, strengths and cultures of children.
Plans learning experiences, assesses learning and development, and evaluates teaching and learning in light of current best practice.
Documents children's engagement in learning experiences using a collaborative, credit-based narrative assessment, and uses subsequent assessment of the learning to inform on-going learning opportunities for children.
Complies with all monitoring and reporting to fulfil relevant legislative requirements.
Acts responsibly and appropriately with resources.

Professional Relationships with Children

Acknowledges and respects the gender, culture, language and identity of each child.
Supports children's social and emotional competence with adults and peers.
Engages in quality interactions that empower all children to be actively involved in learning opportunities.

Professional Relationships with Colleagues

Shows respect and is considerate of colleagues and other professionals.

Takes responsibility to work effectively as a team, collaborating with management and other staff members.

Professional Relationships with Parents/ Whānau

Communicates effectively with parents/Whanau in a respectful manner.

Communicates and collaborates with parents/guardians in order to make collaborative decisions relating to the child's learning and development, including behaviour management and response to special needs.

Health and Safety

Maintains required hygiene and safety standards.

Maintains privacy and confidentiality.

Works to uphold the wellbeing of self, children, whānau and teaching colleagues.

Follows the Complaint Policy when personal conflicts arise and seeks to negotiate a positive outcome for those involved.

Reports any health and safety concern to management in a timely manner.

Develops Professionally

Engages in Staff Appraisals.

Is involved in personal and professional learning and development (PLD) founded on evidence-based practice.

Participates and contributes to self-review and PLD as a means to reflect and improve on own practice, and the programme of the preschool.

Professional Leadership

May be responsible for mentoring a Student teacher according to the requirements of the Training organization.

May be responsible for mentoring a Provisionally Registered Teacher (PRT) according to the Preschool's policy for PRT and the requirements of the Teachers' Council of NZ.

Maybe responsible for mentoring a staff member for a specific period of time concerning an aspect of professional development.

May act as "Person Responsible" and carries out tasks associated with this position.

Complies and supports other teachers to comply with all monitoring and reporting to fulfil relevant legislative requirements.

Acts responsibility with financial resources within delegated areas of authority.

Upholds the Code of Ethics for Registered Teachers

Personal

Willingly embraces the Christian philosophy of the preschool.

Holds a full and current teacher registration, or a provisional registration pending full registration.

Holds a NZQA recognised ECE Teaching qualification.

Has a current First Aid Certificate or is in the process of renewal.

Can use modern information technology. E.g. Microsoft programmes, Internet, email, Tablet and video equipment

Has had suitable teaching and leadership experience in early childhood education in New Zealand, commensurate with the role expected.

Displays ethical and responsible behaviour.

Demonstrates flexibility to accommodate change and complete a variety of tasks.

Demonstrates punctuality.

Maintains a presentable standard of personal hygiene and appropriate dress that fulfils the Dress Code policy.

Signed:

Teacher

On behalf of MCELCL

Date:
