

# Playcentre Aotearoa's Employment Policy



## Purpose

Playcentre Aotearoa is committed to being a good employer for the benefit of our employees and our Playcentre communities. We will endeavour to act in good faith in all aspects of our employment relationships, support our people to be successful in the roles they fulfil for us, and take all practicable steps to provide a good environment in which to work.

This policy is for all Playcentre Aotearoa employees who are employees with New Zealand Playcentre Federation (NZPF) employment agreements (including those where cost is invoiced to centres).

If there is any conflict between Playcentre Aotearoa policies, other employment guidelines and individual employment agreements, it will be the individual employment agreement and employment related law that stands.

The purpose of this policy is to:

- Ensure Playcentre Aotearoa is a good employer
- Reinforce contractual obligations within Employment Agreements between Playcentre Aotearoa and our employees
- Comply with employment related legislation

Throughout the period of time an employee works for Playcentre Aotearoa, we will do our best to be a good and fair employer, and support our employees to fulfil the roles they are employed to do.

We want to provide a work environment in which our employees feel valued, treated fairly, are recognised for their positive contributions, and where they come committed to producing the best results.

## Determining our Organisation and Role Structures

Playcentre Aotearoa's workforce is a combination of paid employees and valued volunteers. The quality of teaching and learning of our tamariki is the shared responsibility of Centre parents, members and employees. Together we are here to fulfil our Playcentre philosophy and affirm parents as the most important first educators/kaiako of tamariki.

Employee roles and paid employment structure of Playcentre Aotearoa will be determined by the General Manager at National and Regional levels.

At Centre level, roles are requested by a Centre, within a set of standard roles and seeking the approval of their Regional team for any deviations.

Playcentre Aotearoa (also referred to as New Zealand Playcentre Federation or NZPF in employment agreements) is the legal employer across all Playcentre Aotearoa national, regional and Centre teams, regardless of their place of work and if the cost is within National, Regional or centre budgets. The contractual employment relationship is between Playcentre Aotearoa and the individual employee.

The ownership levels of employment and good employer practices are

- The General Manager is responsible for the establishment and maintenance of up-to-date employment systems and procedures.
- Payroll is administered centrally by a dedicated payroll team within the National Finance team or equivalent
- Regions and Centres are responsible for the local implementation of employment procedures.





- Every employee will report to a manager (who is themselves a Playcentre Aotearoa employee or acting on behalf of Playcentre Aotearoa as a manager)
- Centres with employees will have a volunteer employment sub-committee to assist with employment procedures requiring some aspects of confidentiality and care, such as recruitment interviews and shortlisting, induction at Centre, input to performance reviews and to help resolve any employment problems while maintaining confidentiality as required.

## Recruitment and Appointing Roles

Where possible we will have open and transparent recruitment processes, ensuring our paid roles are advertised internally, and if required, externally. Exceptions will be where an internal candidate is identified to step into the vacant role or where an external candidate is referred for a role which is hard to fill due to the hours, duties or location. All applicants are treated with respect, and appointments are made on merit. We will ensure this by (as the role requires):

- thorough interviewing
- checking of references
- credit checks, police checks, and safety checks, as required by the role
- qualification checks as required

Our aim is to match the right person who holds the right mix of skills, experience, attitude, and motivation for the role and beyond, as well as the right fit with the team.

The decision to hire or appoint will be made by the appointed hiring manager with any required consultation, and provided the appropriate approvals are in place.

## Providing Equal Employment Opportunities

We value different skills and ability and experiences. We want to ensure opportunities are offered to applicants and employees on the basis of relevant merit and according to their skills, qualifications, abilities and aptitudes.

In order to focus on making decisions based on merit, we do not accept any kind of discrimination based on gender, ethnic origins, colour, race, marital status, sexual orientation, age, disability, whānau status, employment status, religious belief, ethical belief, or political opinion.

## Employment Agreements and Playcentre Policy

Every Playcentre Aotearoa employee will have an Employment Agreement prior to starting, as this is legally required. This sets out the terms of employment agreed to between Playcentre Aotearoa (NZPF) and the employee at the time of recruitment and any subsequent changes of employment terms during their service with Playcentre.

Playcentre Aotearoa's policies apply to all our employees. Employees are required to be familiar with and follow all Playcentre policy and related procedures. These are subject to change from time to time, and we will notify accordingly.

If there is any conflict between our policies, other employment guidelines and an individual's employment agreement, the employment agreement and employment related law prevails.

The types of agreement we have in place include permanent (full time and part time), fixed term (full and part time), and casual ('ad hoc as and when') agreements. The type of agreement an employee has is dependent on the role, team structure, and individual arrangements determined at the time, and as appropriate under New Zealand employment law.





## Primary roles and responsibilities

Our employees will be clear on what is required of them in their roles and how they are performing. Every employee will have:

- A **Job Description** which will describe tasks and duties. It is an overview of a role. It is not an exhaustive list of every task or duty required within that role, and our employees can expect additional tasks and duties to be required as needed to meet needs of the organisation. It is anticipated that roles will evolve and change over time. Any significant changes will be made by Playcentre Aotearoa in consultation with our employees.
- A **set of objectives** which will detail clear goals, measurements of success and levels of performance relative to successful performance in a role.
- A **regular review** to discuss tasks, success against objectives, and opportunities to improve and develop.
- A **formal annual performance review** regarding effort and outcomes against set goals and to set further goals

## Professional development and learning opportunities

We value continuous learning and the equitable access to development opportunities. This development may be 'on the job' training within role, secondment to another role, acting in a 'higher duties' role, or on occasion, training courses.

Our employees and their managers regularly review and determine development opportunities. We encourage our employees to be responsible for making the most of the opportunities available.

## Determining remuneration

Employee wages, salaries and benefits are reviewed annually. Factors contributing to any salary or wage adjustments include financial, external equities of equivalent positions in other organisations, and competency in role.

**Higher duties.** From time to time an employee may be asked, and agree to, act in and fulfil a higher role than their current role for a short time. Where this is for a period of more than one week, they may be paid an appropriate higher duties allowance. Performing higher duties for a limited period is an opportunity to gain knowledge and experience and ensure continuance of operations in important Playcentre roles while others take leave or a position is being recruited for.

## Supporting our employees

Supportive relationships underpin our Playcentre communities and are guided by our Playcentre philosophy, positive behaviour policy and Code of Conduct. We expect our employees to be treated with respect and consideration, and reciprocally, our employees set strong foundations for positive relationships with all Playcentre people.

We provide an employee assistance programme for our employees and engage an independent confidential workplace support service for this purpose called Workplace Support ([www.workplacesupport.co.nz](http://www.workplacesupport.co.nz)). Independent, confidential, they provide practical assistance to employees when personal or work issues arise that may impact on their ability to do their job or affect their wellbeing, for example for stress, conflict, health, grief and whānau matters. Employees can call Workplace Support directly on 0800 443 445 for such support anytime of the day or night.





## Privacy of information

In line with our Privacy and Information Management policy and privacy rights granted by law in New Zealand, Playcentre Aotearoa will protect the privacy of our employees. This means an employee's personal information (including home address and pay rates) will –

- be collected for valid work purposes only
- be stored securely with access limited to authorised Playcentre Aotearoa people only
- not disclosed or shared or used for any other purpose, unless with the employee's express permission or as required by law
- be made available to the employee upon request and within a reasonable time and to an appropriate level. Other relating information held will be determined if accessible at time of request and communicated with the employee.

## Flexible Working Arrangements

As a whānau friendly and highly diverse and dispersed organisation, Playcentre Aotearoa supports flexible working arrangements.

Flexible working arrangements can be formal or informal, and may include job sharing and part time working. They are determined on a case by case basis between employee and manager, and as mutually benefiting the interests of Playcentre Aotearoa and Playcentre communities.

Employees days and hours, as well as place of work, are laid out in employment agreements. They are determined based on the nature of the work and in order to align to Playcentre operations (such as session times) or to those who they may work with, or for the benefit of those who may seek their reliable availability during regular Playcentre operating hours. While on occasion employees may swap days or hours with their managers' approval, the expectation is for employees to usually work their set days and hours, and from the location of their workplace.

## Playcentre being a Workplace first

Playcentre Aotearoa acknowledges that a number of employees will be balancing their role as a parent of dependent tamariki with that of an employee fulfilling work responsibilities.

In order to provide safe and professional early childhood education services for the benefit of our Playcentre communities, we require employees to provide dedicated time and attention to fulfilling their work responsibilities in their place of work. Our Playcentre environments are workplaces for our employees and therefore we need to limit the instances of our employees bringing tamariki to work or to supervise their own tamariki while they are expected to work.

The reasons for this are:

- to ensure full focus on employee responsibilities and limit the potential for distraction or interruption of duties
- to limit conflicts of interest between the role of parent and employee at a Centre
- to not compromise our supervision ratios, or our ability to comply with licensing criteria, or our maximum occupancy numbers permitted in any Playcentre environment
- to not impact the health of others in our Playcentre environment, should an employee seek to bring to work a child too unwell to attend their normal schooling or care arrangement

We support the parenting role of our employees through encouraging

- use of sick leave in order to care for sick tamariki, and not bringing unwell tamariki into a Playcentre environment
- open discussions with their Playcentre manager for
  - o any one-off unforeseen occurrences needing tamariki to come to work
  - o ongoing flexible working requirements





- o changes in circumstances that will have ongoing impact to being able to work as otherwise agreed

## Being both a Playcentre Employee and Member:

The attendance of a Centre-based employee's child at the same Centre may be possible when the child is fully supervised by another person and they are not impacting on the work the employee is employed to perform, their employee duties and responsibilities. This is at a Centre's discretion and may be subject to change if the Centre or Playcentre Aotearoa decides to discontinue the arrangement.

Where an employee is both a Centre-based employee and parent of a Playcentre child, the employee is primarily regarded as being an employee, however is required to separately fulfil both roles. That is, to perform duties as an employee when working as an employee and to perform duties as a Centre member with the same expectations as any other Centre member (for example attending meetings/term break cleaning). This employee is permitted to hold office at a Centre. Refer to our Communications and Social Media policy with regards to communication expectations given their primary role at Playcentre is as an employee.

## Change processes

Organisation change can be expected as Playcentre Aotearoa continues to ensure the delivery of early childhood education services according to our philosophy. These changes may require an organisational structure review from time to time and may have significant impact on an existing role or multiple roles. An example of significant impact would be role disestablishment or sizable change to the duties of roles being fulfilled.

In the event of considering a significant change (to a role or structure), affected employees will be -

- communicated with and informed of the changes being proposed, the reasons why, the

possible impact on their role, and the intended consultation process

- given reasonable opportunity to give feedback on the proposed changes before any final decision is made
- treated with respect

In the event of other significant changes that do not have structural impact, we will endeavour to keep our employees informed and involved as time and relevance allow.

## Leave

Our employment agreements set out our employee's leave entitlements and benefits. We ensure we meet NZ employment law.

**Annual leave** is for ensuring our people take well deserved breaks.

An employee's entitlement accrues during a year and can be taken as the leave accrues. Where possible annual leave should be taken in the year an employee becomes entitled to it. Leave cannot be taken in advance of it being accrued. This means an employee may take annual leave before completing 12 months service, however can only take what proportion of that leave they have accrued. Detail of what leave has been accrued is available on payslips or from payroll.

The time and duration of annual leave, special leave or unpaid leave taken must be with the agreement of the employee's Manager who needs to plan staffing and work around leave being taken. A manager may decline leave if it will affect session ratios or licensing requirements.

To ensure a break is taken, Playcentre Aotearoa may require an employee to take annual leave by giving not less than 14 days' notice.

At Playcentre Aotearoa, it is possible to cash up a portion of an employee's annual leave entitlement, provided the employee has completed at least 12 months employment and for no more than the equivalent of one working



# Playcentre Aotearoa's Employment Policy



week's leave in a single year period. Approval is required by the local Regional Manager or above.

**Sick leave** is for when an employee is unwell and unable to come to work. It is also available to employees when they have to look after a sick family member or person who depends upon their care.

Permanent and fixed term employees are entitled to take sick leave after six months employment. An employee has an annual sick leave entitlement of up to five days paid leave which can add up to a maximum of 20 days if unused.

If an employee is going to be away on sick leave, they are expected to notify their manager and anyone else relying on them to work (for example, a Centre) as soon as possible – preferably prior to the start of their regular work period or as soon as practicable.

We may request a medical certificate and if we request a certificate for sick leave taken of less than three consecutive days, the doctor's visit will be paid for by Playcentre Aotearoa.

**Bereavement leave** is available to employees who have a close whānau member die. A close whānau member is considered to be a partner, parent, child, grandchild or grandparent.

This leave is available to employees after six months' service and entitles an employee to up to three days paid leave in the case of the death of a close whānau member.

Any further leave required to grieve will be considered on a case by case basis, and may be agreed to be taken as unpaid or special leave.

One day's bereavement leave may be taken for any other person where an employee's manager agrees that the employee has suffered a bereavement.

**Parental leave** is for when an employee is expecting a baby or taking permanent responsibility for the care of a child under six.

Playcentre Aotearoa provides unpaid leave, facilitates access to any government-funded parental leave payments, and holds a role open for the returning to work employee (albeit the role may be fulfilled by others while the employee is on parental leave). The leave entitlement includes -

- Parental leave of up to 2 weeks unpaid
- Up to 26 weeks unpaid parental leave for an employee who has worked for Playcentre Aotearoa for at least six months and for an average of at least 10 hours per week
- Up to 52 weeks unpaid parental leave for an employee who has worked for Playcentre Aotearoa for at least 12 months and for an average of at least 10 hours per week

Current government-funded parental leave payments are for up to 22 weeks and is subject to change depending on government policy.

Employees must follow the parental leave procedure which includes providing at least three months written notice of taking leave, and one month's written notice of their intent to return to work.

**Jury duty leave** is available to release employees to fulfil their citizen duty on a jury if summoned.

An employee summoned for jury duty will notify their manager as soon as possible and keep their manager informed on their availability to work during the jury duty period, allowing appropriate plans to be made to cover their duties.

An employee may elect to either

- take paid special leave for their normal working hours provided they reimburse Playcentre Aotearoa of all Court fees received and they return to work on any normal working day when no longer required to be at Court or serving on the jury, or
- take leave without pay and retain the Court fees received, and return to work on any normal working day when no longer required to be at Court or serving on the jury





**Special leave** is paid leave in exceptional circumstances and may be available as discretionary leave. It is for when the leave required does not fit into other categories of leave, or other categories do not have the sufficient time entitlements, or there are special circumstances. In the first instance, annual leave should be used first whenever possible.

Special leave of up to two weeks will be considered and requires approval on a case by case basis by the local Regional Manager or above and in consultation with the employee's manager.

**Unpaid leave** may be available as discretionary leave and will be given reasonable consideration. In the first instance annual leave should be used first whenever possible.

Unpaid leave of up to two weeks can be approved by an employee's manager. A longer period of leave requires the General Manager's approval.

## Resolving Employment Relationship Problems

From time to time, our employment relationships may strike problems. If our employees have a problem with their employment at Playcentre Aotearoa, such as a grievance, a dispute, a feeling of harassment or being at a disadvantage, then we encourage our people to raise the problem quickly and appropriately to their manager, or if this is not possible to the Regional Manager or to relevant National Team manager. We will take the problem seriously and work through it with our employee and those involved, quickly, sensitively and fairly. Employment agreements, our Complaints Resolution policy and the associated procedures set out the process.

Where we can't resolve the problem between us and the employee, we can seek help externally via Mediation Services, a lawyer or an advocate. The first formal step is mediation and if the problem remains unresolved, we will refer to the Employment Relations Authority which has the power to issue a binding determination.

## Requiring disciplinary action

It is important that we have safe, productive and law-abiding workplaces and that our employees are fully aware of the types of behaviours we find unacceptable in the workplace.

Unacceptable behaviour is considered either serious misconduct or misconduct as set out in employment agreements.

In the event of a complaint or issue arising regarding employee conduct, our undertakings are -

- The employee will be advised of the specific allegation and invited to a meeting to discuss the matter with at least 24hrs notice. The employee will be provided any information that will be relied on in that meeting.
- The employee will be advised that they are entitled to have a support person.
- The employee will be given an opportunity to explain their version of events.
- The employee's explanation and any mitigating circumstances will be considered before a decision is made on the appropriate course of action.
- A thorough investigation will be undertaken.
- Unless the matter constitutes misconduct, the employee will be given a reasonable opportunity to improve. This include counselling and mentoring, which will usually be provided by the employee's manager.
- If the employee's manager decides the matter requires the employee to be formally disciplined, a warning will be formally issued and confirmed in writing. The employee will be advised of any corrective action required, as well as the consequence of any continued or further instances of misconduct or substandard work performance.





- In some cases, it may be appropriate to suspend an employee for a short period of time while investigating or deciding on the matter after a disciplinary interview. If suspension is considered the employee will be consulted and have an opportunity to raise any reasons they should not be suspended. Suspension is on full pay for up to two weeks, if it continues beyond this, due to matters beyond the control of the employer, at which point it may become unpaid suspension
- Should the matter remain unresolved Mediation Services can be used.
- Where an employee is also a registered teacher (current or former) any dismissal, complaint, serious misconduct, or resignation following disciplinary action will also be reported to the Teachers Council as required by Mandatory Reporting.

The following warning levels shall be used. As stated previously, where appropriate, the first remedial consideration will be counselling or training ahead of disciplinary warnings and action. However, if we consider the behaviour serious enough, a higher penalty may result.

In the instances of repeated or new instances of either poor performance or misconduct within a 12-month period, warnings and action will escalate.

#### For poor performance -

1. First offence: Counselling and a plan put in place to address performance
2. Second offence: Written warning
3. Third offence: Final written warning
4. Fourth offence: Dismissal with notice

#### For misconduct -

1. First offence: Written warning
2. Second offence: Final written warning
3. Third offence: Dismissal with notice

#### For serious misconduct -

1. Dismissal without notice (summary dismissal)

### Leaving Playcentre employment

Employment agreements set out details of timeframes and the process of ceasing to work at Playcentre Aotearoa. Employees are required to give notification in writing of their decision to leave being clear regarding the role or roles they are leaving and their intended last day. Where an employee states a notice period longer than required by their employment agreement, we may accept or decline this extra period.

Playcentre Aotearoa via the Payroll team may provide a Certificate of Service if requested.

If a Playcentre manager or volunteer wishes to provide an employee reference or act as referee on behalf of a current or previous Playcentre employee, it will be as a personal reference.

### Break in service

Where an employee resigns or is on a fixed term agreement which finishes, and then, within three months, that employee returns to work for Playcentre Aotearoa on a permanent or further fixed term agreement - their service will be recognised as continuous, and the six months stand down usually required before accessing leave entitlement will not apply.







Policy details	Regulatory references	Other related references
<ul style="list-style-type: none"><li>• Name: Playcentre Aotearoa's Employment Policy</li><li>• Version P10/R1/7.19</li><li>• Issued: July 2019</li><li>• Owner: Service Delivery Manager</li><li>• Approver: General Manager, 31 January 2019</li><li>• Review: 2020 and then every year after</li></ul>	<ul style="list-style-type: none"><li>• Education (Early Childhood Services) Regulations 2008, No 47</li><li>• Licensing Criterion GMA7</li><li>• Employment Relations Act 2000</li><li>• Holidays Act 2003</li><li>• Human Rights Act 1993</li><li>• Health &amp; Safety at Work Act 2015</li><li>• Parental Leave &amp; Employment Protection Act 1987</li><li>• Volunteers Employment Protection Act 1973</li><li>• Privacy Act 1993</li></ul>	<ul style="list-style-type: none"><li>• All other Playcentre Policy</li></ul>

