

Salvation Army Early Childhood Education

Collective Agreement

22 October 2015 to 22 October 2016



NZEI TE RIUROA
NEW ZEALAND EDUCATIONAL INSTITUTE

PO Box 466, Wellington

www.nzei.org.nz

THE SALVATION ARMY

Welcome to The Salvation Army. As an employee, you are part of an international Christian and charitable movement whose objectives are based on love for God and love for mankind.

MISSION STATEMENT

The Mission Statement of The Salvation Army is:

The Salvation Army is a worldwide evangelical Christian church and human service provider. Our message is based on the Bible. Our ministry is motivated by love for God. Our mission is to preach the Gospel of Jesus Christ and meet human need in His name without discrimination. We aim to care for people and transform lives through God in Christ by the Holy Spirit's power. We work for the reform of society by alleviating poverty, deprivation and disadvantage, and by challenging evil, injustice and oppression in the name of Jesus.

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THE SALVATION ARMY EARLY CHILDHOOD EDUCATION

COLLECTIVE AGREEMENT

EARLY CHILDHOOD EDUCATION CENTRE, BRITOMART STREET, WELLINGTON

“WILLIAM BOOTH EDUCARE” UPPER HUTT

“KIDZ MATTER 2 US” VIEW RD WAITAKERE CITY

“MT WELLINGTON EARLY CHILDHOOD EDUCATION CENTRE, AUCKLAND”

Part 1. PARTIES

The parties to this agreement are:

- NZEI Te Riu Roa
- The Salvation Army New Zealand Trust (The Salvation Army)

Part 2. COVERAGE

- a) This Collective Agreement covers Early Childhood teachers and other Early Childhood Centre employees who are employed at any of the Salvation Army Early Childhood Centres listed below and are members of NZEI Te Riu Roa
- Early Childhood Education Centre, Britomart Street, Wellington
 - “William Booth Educare”, William Booth Grove, Upper Hutt
 - “Kidz Matter 2 Us” View Road, Waitakere City
 - Mt Wellington Early Childhood Education Centre, Auckland
- b) For the purposes of this employment agreement "Clerical Workers", "Cleaners", "Caretakers" and "Cooks" are deemed to be covered by this agreement and shall be paid in accordance with the scales pertaining to the position.

Part 3. TERMS

- a) No representations, understandings or other agreements or arrangements will be recognised as terms of this agreement unless they are:
- i set out in this agreement; or
 - ii have been agreed, recorded in writing and attached to this document, to take effect as individual terms and conditions and which are not inconsistent with anything in this agreement.
- b) Variations: The parties agree that the terms and conditions contained in this agreement may be varied at any time by written agreement between NZEI Te Riu Roa and The Salvation Army in accordance with section 54(3)(iv) of the Employment Relations Act 2000. Any such variation agreed shall be binding on employees and the employer of those employees covered by this agreement.
- c) No employment agreement applicable to employees covered by this Collective Agreement will contain trial periods pursuant to sections 67A and 67B of the Employment Relations Act 2000, and any transaction pursuant to those provisions will have no effect with respect to persons covered by this agreement.

Part 4. GENERAL DUTIES OF THE PARTIES

- a) The Salvation Army will treat employees fairly and properly, subject always to the terms of this agreement.
- b) Each employee will fulfil the responsibilities under this employment agreement and act in the best interests of The Salvation Army, including respect for the policies, practices and rules of The Salvation Army, not contrary with this agreement, that are in place from time to time.
- c) Subject to the Provisions of the Privacy Act 1993 and any other express statutory provision, The Salvation Army shall not disclose personal information relating to the employee to any person except with their written consent or as provided in this agreement.
- d) The employee shall not, either during the course of employment or post-employment, divulge or communicate any confidential information regarding The Salvation Army or its clients or employees, or subject to the provisions of the Privacy Act 1993, disclose personal information relating to any employee or client of The Salvation Army, or any person connected with The Salvation Army or in The Salvation Army's care.
- e) Subject always to the terms of this agreement and general law, The Salvation Army shall have full control and prerogatives as to the manner in which the work of this Salvation Army facility shall be undertaken.
- f) It is specifically recognised that the operations of The Salvation Army and the work of the employees are subject to various regulatory provisions, for example, as laid down by Acts of Parliament, Regulations or Local Authority bylaws, which must be observed.
- g) In accordance with the Smoke Free Environments Act 1990 and subsequent amendments, every Salvation Army work place has an established Smoke Free Policy. All employees are required to comply with that policy.
- h) Visa restrictions: Where the employee's right to work is conditional upon holding a current Visa/Work Permit, and then it is important to note that this agreement is subject to Visa restrictions. If the employee is unable to renew their Work permit or gain permanent residency, their employment can be justifiably terminated. The employee must inform The Salvation Army immediately if any restrictions or changes to the employee's Work Permit mean they are no longer able to lawfully work in New Zealand.

Part 5. DEFINITIONS

- a) **"Early childhood centre"** means a centre licensed under the Education (Early Childhood Centres) Regulations 2008.
- b) **"Early childhood employee"** means a person employed in any of the occupational classifications listed in clause 6(a) and relating to the supervision, care and education of pre-school children in a registered Early Childhood Centre.
- c) **"Full Time Employee"** means an employee whose ordinary hours are between 30 and 40 hours per week.
- d) **"Part Time Employee"** means an employee whose ordinary hours are less than 30 hours per week and is paid the appropriate hourly rate. Part time employees will be

paid a minimum of two hours on each day of employment. Annual leave and sick leave are pro-rated for part time employees.

- e) **"Short term reliever"** is a person employed to relieve in an existing position for not more than two weeks. The term of relieving shall be agreed prior to commencement of duties. A short term reliever shall be paid the appropriate hourly rate for ordinary hours worked and 8% holiday pay for each period of engagement. Short term relievers will be paid a minimum of two hours on each day of employment.
- f) **"Long term reliever"** is a person employed to relieve in an existing position for more than two weeks. The term of relieving shall be agreed prior to commencement of duties. A long term reliever shall be paid the appropriate hourly rate. A long term reliever shall have the same leave entitlements and conditions as full time and part time employees, adjusted pro-rata to the length of the term of relieving.
- g) **"Relevant daily pay"** has the meaning given to it by the Holidays Act and means the amount of pay that the employee would have received had the employee worked on the day concerned, and includes payments for allowances and overtime.
- h) **"Relevant training qualifications"** means those qualifications which are defined in Part 6(b).
- i) **"Director"** means The Salvation Army officer or employee in charge of the centre.

Part 6. SALARIES AND WAGES

a) Classification of Employees:

- i **"Supervisor"** means an employee whose duties include administration work and/or childcare duties, supervision of staff and children and who has responsibility for the programme and daily routines of the centre.
- ii **"Assistant Supervisor "** means an employee whose duties include substantial responsibility for significant aspects of the normal duties of the Supervisor as well as childcare duties and who carries out the Supervisor's duties when the Supervisor is absent.
- iii **"Early childhood teacher"** means an employee engaged in the care and education of the children in the centre.
- iv **"Family day care co-ordinator"** means an employee whose duties include the selection, monitoring of and the support of carers; the co-ordinating and matching of parents, children and carers in a family day care programme.
- v **"Out-of-school educator"** means an employee engaged in an out-of-school care or recreation programme or scheme, except where part of that employee's employment, with the same employer, is in a licensed childcare centre.
- vi **"Clerical worker/Administrator"** means a person employed to undertake clerical and/or administrative duties.
- vii **"Cleaner"** means a person employed to clean the centre.
- viii **"Cook"** means a person employed to prepare meals as required for the children in attendance at the centre.

ix **“Caretaker”** means a person employed to maintain the buildings and grounds of a centre.

b) Classification of Training/Qualifications:

i **"Qualified"** means an employee holding a relevant training qualification as specified in Part 6(b)(iv) of this agreement.

ii **"In-training"** means an employee who is undertaking a course of study that is recognised by the New Zealand Qualifications Authority as contributing towards equivalence to a Diploma of Teaching (Early Childhood Education) or Bachelor of Education except where an employee holds a qualification under Part 6(b)(iv) of this agreement as trained for the purpose of this agreement, including employees covered by the provisions of Part 6(b)(iv)(2) of this agreement. Provided that an employee in training may not move from one in-training step to another without providing at the completion of each training year evidence of continued training.

iii **“Unqualified”** means an employee who holds no relevant training qualifications specified under Part 6(b)(iv).

iv **“Relevant training qualifications”**

1. Means a single qualification worth 100 licensing points or more and recognised by the New Zealand Qualifications Authority or a qualification grandparented by the New Zealand Qualifications Authority to 100 licensing points or more.

2. Provided that any employee currently being paid as qualified shall continue to be paid on the trained scale, including those with a single qualification worth 80 licensing points.

3. Employees with qualifications obtained overseas must provide The Salvation Army with evidence of the New Zealand equivalence of those qualifications.

4. **Q1** means an early childhood teacher holding the Diploma of Teaching (ECE) or its equivalent or grandparented qualifications as approved by the New Zealand Qualifications Authority.

5. **Q2** means an early childhood teacher holding a Diploma of Teaching (ECE) or its equivalent and two-thirds of a degree, as defined in Part 6(b)(iv)(6), or a Higher Diploma of Teaching (ECE).

6. **Q3** means an early childhood teacher holding:

- A recognised three-year early childhood teaching degree; or
- An Advanced Diploma of Teaching (ECE); or
- A Diploma of Teaching (ECE) or its equivalent, and attested as fluent in te reo Maori with a knowledge and understanding of tikanga Maori.

7. **Q3+** means an early childhood teacher who meets one of the following sets of criteria:

- The teacher holds a bachelor degree together with a recognised early childhood teaching qualification (e.g. Diploma of Teaching); or
 - The teacher holds a four-year Bachelor of Education degree; or
 - The teacher holds a four-year honours degree of teaching; or
 - The teacher holds a degree completed conjointly with a bachelor degree of teaching; or
 - The teacher holds a bachelor degree of teaching together with a relevant 120 credit specialist graduate or post-graduate qualification assessed at level 7 (or higher) on the National Qualifications Framework; or
 - The teacher holds a Diploma of Teaching (ECE) plus an Advanced Diploma of Teaching together with a relevant 120 credit specialist graduate or post-graduate qualification assessed at level 7 (or higher) on the National Qualifications Framework; or
 - The teacher holds a bachelor degree of teaching, together with a relevant level 7, 120 credit graduate or post-graduate diploma.
8. Provided that any teacher currently being paid as in training shall continue to be paid on the in training scale.
9. Any teacher who holds the Tohu Matauranga Diploma will be transferred to the Q2 scale.
10. Early childhood teachers must first hold the Diploma of Teaching (ECE) or its equivalent before progressing onto the Q2 or Q3 scale as applicable. Provided that any teacher currently paid on the Q2 or Q3 scale at the date this agreement comes into force will continue to be paid on that scale.
11. A fully registered teacher who does not hold a Q3 or higher qualification shall be paid on the Q2 scale.

c) Salary and Wages Schedule – Early Childhood Teachers:

- i. **Pay Scales:** Pay Scales for all employees covered by this collective will increase by 1.5% from 1 September 2015.
- ii. **Years of Service:** Years of service as set out in this wages schedule (for the purposes of determining wages on appointment and progression on the relevant pay scale) are years of employment as an early childhood teacher within the Early Childhood Education Sector or as a qualified registered teacher employed in a teaching position in a state or integrated primary, special, area or secondary school provided that a teacher holds the benchmark qualification for ECE teaching. Provided that one year's service shall be calculated for part time employees on a year of 1,440 working hours for all centres provided that progression on the wage scale will not occur prior to 12 calendar months.

One year's service as defined above represents one step on the relevant pay scale.

- iii. **Previous Relevant Work Experience:** In addition to years of service recognised under 6(c)(ii) the employer shall recognise previous paid work experience that is directly relevant to the teacher's duties and responsibilities and which has occurred within 10 years of the application for credit, subject to the provisions of this clause.

Any previous relevant paid work experience recognised under this clause shall be credited as half service up to a maximum of 2 steps. Half credit shall mean that each year (or part thereof) will count as six months (or part thereof) of service for salary purposes.

A special case may be made by a teacher to the employer to have crediting of relevant paid work experience in excess of this maximum considered.

Previous relevant paid work experience means professional employment using knowledge of the education service, and/or teaching skills including:

- Voluntary Service Abroad - providing service was in a teaching position while the teacher held a teaching certificate
- Teacher education lecturers and community education tutors - providing service was in a teaching position while the teacher held a teaching certificate
- Kaiarahi i te Reo
- Teacher Aides / Kaiawhina
- Public sector employment with education focus, e.g., Ministry of Education, Early Childhood Development or other Crown Education Agencies
- Education officer in Government and non-Government organisations
- Special Education
- Social worker employed by DSW or Board of Trustees
- Professional officer of NZEI /PPTA /TTANZ
- Librarian
- Unqualified employees in teaching positions in state or integrated primary, special, area or secondary schools, including Kaupapa Māori education
- Museum, Art Gallery, Zoo education officers (except for those previously employed in such positions by state or integrated schools)
- Unqualified or in-training employees in teaching positions in licensed early childhood education centres including kindergartens and Ngā Kohanga Reo
- Unqualified coordinators in home-based early childhood education services.

Application shall be made by the teacher as soon as practicable following appointment, but in any event within 3 months of their appointment. The teacher shall, at the time of application, provide evidence to the satisfaction of the employer of previous relevant paid work experience before such service will be considered for recognition under this clause.

Previous relevant paid work experience in a less than full- time position shall be credited, where recognised, as a proportion of full-time employment based on a 40 hour week. Where service recognition is claimed for previous relevant paid work experience undertaken on a part-time basis, the evidence of such service must include the details of the hours worked.

No qualified teacher covered by this agreement on 1 November 2004 shall have their service prior to this date recalculated as a result of the operation of this clause. However, these provisions will apply to unqualified and in-training teachers employed prior to this date, once they are to be paid

iv. Salaried Positions: The positions of Supervisor, Assistant Supervisor and Trained Early Childhood Teacher are salaried positions. All other teacher positions are waged positions. Hourly rates for salaried positions are based on a pro-rata of 40 hours per week, 52 weeks per year.

v. Staffing Responsibility: Staffing responsibility shall be determined as the number of permanent, full-time equivalent employees the supervisor is responsible for.

Should staff responsibility increase or decrease, an affected staff member or Director can request a salary review be undertaken. The member and the employer may be represented at such review. If there is no agreement on a revised salary the appropriate rate shall apply 6 months after the increase or decrease, provided that this increase or decrease remains at this 6-month point.

vi. Centre Size: The centre size, denoted by a U rating, is determined by the number of children the centre is licensed for.

Should the license increase or decrease the appropriate salary rate shall apply from the date the new licence is issued.

vii. Salaries and Wages on Appointment: On appointment, an employee shall be paid on the relevant pay scale and step having regard to applicable qualification group, years of previous relevant work experience, and, in the case of Supervisors, centre size and staffing responsibility.

viii. Progression on the scale: An employee's progression on the relevant pay scale shall be according to years of service as outlined in Part 6(c)(ii), subject to competent performance.

ix. Improved Qualifications:

(a) Upon obtaining the appropriate qualifications for Q2, Q3 or Q3+, a teacher shall be entitled to progress annually to the appropriate qualifications maximum, provided the teacher meets the requirements for progression.

(b) Teachers who improve their qualification(s) shall, on the effective date of improving the qualification(s) receive at least the minimum commencing step for the new qualification(s). The effective date for the improvement of qualification(s) to a higher group in this situation is the date of the official notification, from the relevant tertiary provider, of achievement of qualification.

(c) Teachers who, in accordance with 6(c)(ix)(a) above, have been held at the maximum point of the salary scale for their qualification group for one or more years of service for salary purposes and who subsequently improve their qualification(s) shall be entitled to progress one salary step (or in the case of a move from Q1 to Q3, 2 salary steps, or in the case of a move from Q1 to Q3+, 3 salary steps) towards the maximum step of their new qualification group from the effective date of improving their qualification(s). This date shall become their new anniversary date for salary progression purposes.

x. Transfer between Scales: Qualified early childhood teachers who move from one classification to another shall be paid on the same step of the new wages schedule as they were on in their previous position, or classification, and continue

to move through the steps of progression on the scale as defined in the clause entitled progression on the scale.

- xi. Higher Duties:** Where an Assistant Supervisor is required by the Supervisor or Director to carry out the duties of a Supervisor in the absence of the Supervisor for four (4) or more consecutive working days, she/he shall be paid the rate pertaining to the Supervisor as determined by the centre size and staffing responsibility. Payment of the allowance will be backdated to include the previous three (3) days.

Where a qualified early childhood teacher is required by the Supervisor or Director to carry out the duties of a Supervisor in the absence of the Supervisor for one (1) or more ordinary working days in any one week, she/he shall be paid at the rate pertaining to the Supervisor as determined by the centre size and staffing responsibility.

- xii.** The salaries for qualified teachers as set out below are inclusive of staff meetings (of up to 4 hours per month as per part 17(a)) and clothing reimbursements (as per Part 15(b)).
- xiii.** The wages for Unqualified/In-Training ECE positions as set out below are not inclusive of staff meetings (of up to 4 hours per month as per 17(a)).

Early Childhood Teachers:

A. Qualified Teachers

Early Childhood Teacher/Kaiako

Step	Effective 1 September 2015 Salary \$	Qualification
1	33,291	Q1 Entry
2	35,850	Q2 Entry
3	39,679	
4	43,532	Q3 Entry
5	44,814	Q3+ Entry
6	46,734	
7	49,293	
8	53,134	Q1 Maximum
9	56,976	Q2 Maximum
10	62,226	
11	64,403	Q3 Maximum
12	67,710	Q3+ Maximum

Assistant Supervisor

Centre Size	Effective 1 September 2015 Salary \$
0-25	68,814
26-50	70,747
51+	72,679

Supervisor

	Centre Size U1A 0-25	Centre Size U1B 26-50	Centre Size U2 51+
Staffing Responsibility	Effective 1 September 2015 Salary \$	Effective 1 September 2015 Salary \$	Effective 1 September 2015 Salary \$
0-3	72,761	77,521	80,747
4-6	76,753	80,747	87,451
7-10	80,747	87,451	94,304
11+	87,451	94,304	94,304

B. Unqualified / In Training ECE Position

Step	Hourly Rate Effective 1 September 2015 \$	
1	15.05	Unqualified start
2	15.96	In Training Start
3	16.71	
4	17.66	Unqualified Max
5	18.51	In Training Max

d) Salary and Wages Schedule – Out of School Care:

- i **Years of Service:** Years of service as set out in this wages schedule (for the purposes of determining wages on appointment and progression on the relevant pay scale) are years of employment as an early childhood teacher or out of school care educator. Provided that one year's service shall be calculated for part time employees on a year of 1,440 working hours for all centres.

One year's service as defined above represents one step on the relevant pay scale.

- ii **Wages on Appointment:** On appointment, an employee shall be paid on the relevant pay scale and step having regard to applicable qualification group and years of previous relevant work experience.
- iii **Progression on the scale:** An employee's progression on the relevant pay scale shall be according to years of service, as outlined in Part 6(d), subject to competent performance.

- iv **Transfer between Scales:** Out of school care educators who move from one classification to another shall be paid on the same step of the new wages schedule as they were on in their previous position, or classification, and continue to move through the steps of progression on the scale as defined in the clause entitled progression on the scale.
- v **Higher Duties:** Where an Educator/Assistant Supervisor is required to carry out the duties of a Supervisor in the absence of the Supervisor for two or more days in any one week, she/he shall be paid the rate pertaining to the Supervisor as determined by the years of service of the employee acting in the higher position.
- vi **The minimum hourly rates of pay** are set out below.

Out of School Care:

OSCAR Supervisor

Step	Hourly Rate Effective 1 September 2015 \$
1	16.92
2	17.50
3	18.05
4	18.74
5	19.42
6	20.06
7	20.77
8	21.40
9	22.03

OSCAR Educator/ Assistant Supervisor

Step	Hourly Rate Effective 1 September 2015 \$	
1	14.97	Unqualified start
2	14.97	Trained start
3	15.33	Unqualified max
4	16.16	
5	16.98	
6	17.78	
7	18.58	
8	19.88	

e) Salary and Wages Schedule – Clerical, Cooks, Cleaners and Caretakers:

- i **Wages on Appointment:** On appointment, an employee shall be paid on the appropriate wages schedule and step having regard to applicable qualification group and years of previous relevant work experience.

- ii Provided that one year's service shall be calculated for part time employees on a year of 1,440 working hours for all centres.

One year's service as defined above represents one step on the relevant pay scale.

- iii **Progression on the scale:** An employee's progression on the relevant pay scale shall be according to years of service, subject to competent performance.
- iv The minimum hourly rates of pay are set out below.

Clerical, Cooks, Cleaners and Caretakers

	Step	Hourly Rate Effective 1 September 2015 \$
Clerical	1	16.88
	2	17.79
	3	18.78
Cook	1	15.88
	2	16.85
	3	17.80
Cleaner	1	15.05
	2	16.02
Caretaker	1	16.18
	2	17.15

Part 7. HOURS OF WORK

Subject to the provisions of Part 17(a):

- a) Ordinary hours of work will be no more than 8 hours per day between 7.00 a.m. and 6.00 p.m., Monday to Friday. Specified hours of work will be by agreement in writing between the Director and the employee.
- b) Salaried employees shall work such hours as are required of them to properly fulfil the duties and responsibilities connected with their employment, whether or not such hours exceed 40 hours (pro-rata for part-time employees) per week. The normal hours of work should, as far as is practicable, not exceed 40 hours per week worked from Monday to Friday inclusive.
- c) Where an employee works 4 hours per day or more, or 20 hours per week or more, one half hour per day non-child contact work time shall be allowed. Such time may accumulate up to a maximum of 2.5 hours.

Where an employee works 6 hours per day or more, or 30 hours per week or more, one hour per day non-child contact work time shall be allowed. Such time may accumulate up to a maximum of 5 hours.

It is the intention of the parties that non-child contact time shall be utilised on a regular basis. Accumulated non-child contact time may not be used in blocks of greater than 3 hours at any one time

- d) An employee's availability to the children in cases of accident or emergency will not be diminished during non-child contact work time.
- e) Non-child contact duties may include preparation of food, administration, planning, shopping, parent contact, preparation of activities, etc.
- f) Where an employee is required, in an emergency, to work in excess of 7 child contact hours per day or 35 hours per week, the overtime provisions as stated in Part 8 of this agreement shall apply.
- g) All hours of work shall be continuous from time of starting each day other than agreed meal/refreshment breaks.
- h) No employee shall be required to work other than her/his agreed hours unless she/he is willing.
- i) The Salvation Army shall provide administration time for each centre which ensures all administrative tasks can be completed. This may include the appointment of an administration officer and/or the provision of release time for the supervisor. Administration time shall be negotiated on a needs basis annually with the centre Director.

j) Meal and Rest Breaks:

If the employee's work period is:

- i. 2 hours or more but no more than 4 hours, the employee shall be entitled to one paid rest break of not more than 15 minutes.
- ii. More than 4 hours, but not more than 6 hours, the employee shall be entitled to one paid rest break of not more than 15 minutes, and one unpaid meal break of at least 30 minutes but not more than 60 minutes, which shall be allowed between 11.00am and 2.30pm.
- iii. More than 6 hours, but not more than 8 hours, the employee shall be entitled to two paid rest breaks of not more than 15 minutes, and one unpaid meal break of at least 30 minutes but not more than 60 minutes, which shall be allowed between 11.00am and 2.30pm.
- iv. More than 8 hours, the employee shall be entitled to two paid rest breaks of not more than 15 minutes, and one unpaid meal break of at least 30 minutes but not more than 60 minutes, which shall be allowed between 11.00am and 2.30pm, plus the same breaks as specified in points (i-iii) above, as if the employee's work period had started at the eighth hour.

NOTE: It is expected that no child would be left unattended.

"Work Period" means the period beginning with the time when (in accordance with the employee's terms and conditions of employment) the employee starts work, and ending with the time when (in accordance with the employee's terms and conditions of employment) the employee finishes work. It includes all authorised breaks (whether

paid or unpaid) provided to the employee or to which the employee is entitled during that period.

Tea, coffee, milk and sugar shall be provided.

Part 8. OVERTIME

Subject to Part 17(a), attendance at staff meetings:

- a) Salaried employees shall not be entitled to extra payments in relation to overtime. When a salaried employee is required to work time in excess of 8 hours per day, time in lieu may, in extenuating circumstances, be considered with the approval of the Supervisor and Director.
- b) Overtime will be paid for time worked by waged employees in excess of 8 hours per day. Overtime will also be paid for all work outside the ordinary hours of work as defined in Part 7(a) above.
- c) Overtime will be paid at time and one half for the first three hours and double time thereafter, provided that overtime worked on any public holiday observed in this agreement shall be paid at double time. This rate is inclusive of the Holidays Act requirement for T1.5 to be paid on a public holiday – Part 11(a)(iii).
- d) Computation shall be on a daily basis, calculated on completion of the first 1/4 hour period and for subsequent 1/4 hour periods or part thereof.

Part 9. CALL BACKS

- a) A waged employee who is called back to work after having completed the day's work and having left the place of employment, or is called back to work before the normal time of commencing work and does not continue working until such commencing time, shall be paid on a gate-to-gate basis at time and one half. The minimum payment shall be equivalent to two hours ordinary time.
- b) Salaried employees shall not be entitled to extra payments in relation to call backs except, in extenuating circumstances, when agreed to by the Supervisor or Director. Time in lieu may be considered as compensation.

Part 10. TERMS OF EMPLOYMENT

- a) **Termination:** The following provisions shall apply in the giving of notice:

- i Four (4) weeks of notice shall be given by either party
- or**
- ii Four (4) weeks shall be paid, or forfeited in lieu of notice.

These notice provisions may be amended as otherwise agreed by the parties in writing.

- b) The provisions in Part 10(a) shall not prevent the employer from summarily terminating the employment for serious misconduct.
- c) **Wages on Termination:** On resignation or retirement, wages will be paid on the last day of employment or by the date of the next available bank schedule.

All equipment or other property belonging to The Salvation Army which has been entrusted to the employee must be returned no later than the last day of employment.

- d) **Payment of wages:** Wages will be paid fortnightly and be credited to an account nominated by the employee, no later than Thursday in the week following the end of the pay period.
- e) **Deductions from wages:** The employee and The Salvation Army may agree that deductions may be made from the employee's wages for any work related purpose. Such agreement must be in writing, signed and kept on the employee's file.

In the event of any overpayment of wages to the employee the employer will give the employee notice of the intention to recover the overpayment. The notice shall be given no later than the first day the employee attends work after the next payday. The employer will consult with the employee regarding timeframes for recovery.

The employer shall also be entitled to make any deductions from the employee's wages, upon prior written notification to the employee, including any monies owed to the employer by the employee upon termination of employment (which shall be deducted from the employee's final pay), for time lost due to the employee's sickness (other than sickness provided for in this agreement), accident, default, leave without pay, leave taken in advance of entitlement, or any debt whatsoever owed by the employee to the employer.

- f) **Pay slip:** Each employee shall be entitled to a pay slip detailing the calculation of their earnings and deductions made.
- g) **Record of service:** Each employee on leaving or being discharged from her/his employment shall, on request, be given within seven days a certificate in writing signed by the employer and stating the position held and the length of service.
- h) **Abandonment of employment:** Where a worker absents herself/himself from work for more than 4 working days without notification to the employer, she/he shall be deemed to have terminated her/his service without notice. Provided that it shall be the duty of the employer to make all reasonable efforts to contact the employee during this period. Provided further that where the worker was unable through no fault of her/his own to notify the employer, she/he shall not be deemed to have abandoned her/his employment. The employment will be deemed to have ended on the last day of work prior to abandonment. In the event of any dispute, the question shall be dealt with in accordance with the procedure in Part 26 of this agreement.

Part 11. HOLIDAYS

- a) **Statutory Holidays:**
 - i In accordance with the Holidays Act 2003, The Salvation Army will observe the following public holidays:

New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the birthday of the reigning sovereign, Labour Day, Christmas Day, Boxing Day, and the Anniversary Day of the Province or a day in lieu.
 - ii This agreement provides for the transference and observance of public holidays that would otherwise fall on a Saturday or Sunday. Christmas Day and New

Years' Day may be transferred to the following Monday or Tuesday (dependent on the particular day they fall) but Waitangi Day and ANZAC Day can only be transferred to the following Monday.

- iii If an employee is required to work on any part of a public holiday, hours worked will be paid at one and a half times the hourly rate for the number of hours worked on that day. Provided that any time worked in excess of eight hours on the day will be paid at double time in accordance with Part 8(b). In addition, if the public holiday falls on a day that would otherwise be a working day for the employee, an alternative holiday will be granted in lieu of the holiday and will be paid in accordance with the Holidays Act 2003.
- iv Where a public holiday falls on what would otherwise have been a working day for the employee and the employee does not work, the employer must pay the employee in accordance with the Holidays Act 2003.

b) Statutory Holiday's During Closedowns: This only applies at centres that have close down periods – refer Part 11(c)(v).

- i Where an employee is employed within 10 working days of the last day the centre is open for the academic year and the public holiday falls on what would otherwise have been a working day, they will receive payment for Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day at their relevant daily pay rate.
- ii Except as provided in Part 11(b)(i) above, where an employee's period of employment includes a specific public holiday (other than ANZAC Day or Waitangi Day should either fall on a Saturday or Sunday) and the public holiday falls on what would otherwise have been a working day, they will receive payment for that day in accordance with the Holidays Act 2003.

c) Annual leave:

- i Annual leave entitlement is 4 weeks leave after the end of each year of employment, and will be paid at the higher of average weekly earnings or ordinary weekly pay. Refer to Part 5(d) regarding part-time employees.
- ii On completion of 5 years current continuous service with this establishment, each employee shall, at the end of the 5th and subsequent years, be entitled to an additional 1 week of annual leave. Refer to Part 5(d) regarding part-time employees.
- iii Annual leave must be taken at times approved by the Director and must include one period of at least two weeks in each year.
- iv The Director is to ensure that at least 1 week's annual leave is available to the employee at times other than when the centre may close down over the Christmas/New Year period.
- v An employee shall not accumulate more than 1 week's annual leave from one anniversary year to another unless by written agreement with the Director.
- vi An employee may, at the discretion of the employer, anticipate up to one year's annual leave entitlement subject to refund on resignation, if necessary.

vii Annual leave entitlement of existing employees shall be transferred to this agreement.

d) **Long service leave (LSL):**

These provisions provide for one week of LSL following completion of ten years current continuous service and one week of LSL following completion of fifteen years current continuous service. Employees with less than 10 years' service as at date of ratification will have entitlement to one week of LSL after ten years' current continuous service and a further one week of LSL following completion of fifteen years current continuous service. Current staff with service between ten and fifteen years current continuous service will have the option of taking two weeks LSL at fifteen years **or** one week before their fifteen year entitlement arrives and then one on completion of fifteen years' service. There will be no additional entitlements for staff who have already completed fifteen years' service.

i An employee shall be entitled to paid special holidays for long service, in addition to annual leave, as follows:

Years of service as at ratification date of the 2015/16 Collective Agreement	LSL entitlement
Less than 10 years current continuous service	One week after ten years current continuous service and a further week after fifteen years current continuous service.
	Three weeks after the completion of 25 years current continuous service and before the completion of 35 years' service.
	Five weeks after the completion of 35 years current continuous service.
Completed ten years current continuous service' service but less than fifteen years' service	Two weeks after completing fifteen years' service or one week before completing fifteen years' service and one week after completion of fifteen years current continuous service.
	Three weeks after the completion of 25 years current continuous service and before the completion of 35 years' service.
	Five weeks after the completion of 25 years current continuous service and before the completion of 35 years' service.

- ii One special holiday of 2 weeks after the completion of 15 years and before the completion of 25 years current continuous service.
- iii One special holiday of 3 weeks after the completion of 25 years and before the completion of 35 years current continuous service.
- iv One special holiday of 5 weeks after the completion of 35 years current continuous service.

Part 12. SICK AND RELATED LEAVE

a) Sick Leave:

- i The Holidays Act provides that sick leave shall be allowed for sickness and domestic requirements. The Salvation Army will provide the following:
- ii After 2 weeks current continuous service, employees shall be entitled to paid sick leave per year subject to the table in Part 12(a)(vi). This leave is not in addition to the sick leave provided in the Holidays Act.
- iii Sick leave may accumulate to the maximum working days as set out in the table in Part 12(a)(vi).
- iv Sick leave is paid in accordance with the Holidays Act 2003, and shall have no cash value other than for sick leave.
- v Sick leave accumulated by existing employees shall be transferred to this agreement.
- vi **Sick Leave Entitlement Table:**

An employee who was employed under this agreement at 1 September 2013 shall be entitled to allocation of sick leave entitlements that will adjust in accordance with the following sequence of tables:

From 1 September 2013 until the employee's next anniversary date after 1 January 2014

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATION
	Per week For which engaged	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *
<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days (including new entitlement)</i>
5	16	16	16	66
4	13	13	13	53
3	10	10	10	40
2	7	7	7	30
1	5	5	5	20

From the employee's next anniversary date after 1 January 2014

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATION
Per week For which engaged	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *	Maximum total Accumulation (on date of entitlement)
<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days (including new entitlement)</i>
5	15	15	15	66
4	12	12	12	53
3	9	9	9	40
2	6	6	6	30
1	5	5	5	20

From the employee's next anniversary date after 1 January 2015

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATION
Per week For which engaged	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *	Maximum total Accumulation (on date of entitlement)
<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days (including new entitlement)</i>
5	14	14	14	66
4	11	11	11	53
3	8	8	8	40
2	5	5	5	30
1	5	5	5	20

From the employee's next anniversary date after 1 January 2016

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATION
Per week For which engaged	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *	Maximum total Accumulation (on date of entitlement)
<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days (including new entitlement)</i>
5	13	13	13	66
4	10	10	10	53
3	7	7	7	40
2	5	5	5	30
1	5	5	5	20

From the employee's next anniversary date after 1 January 2017

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATION
	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *	Maximum total Accumulation (on date of entitlement)
<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days (including new entitlement)</i>
5	12	12	12	66
4	9	9	9	53
3	6	6	6	40
2	5	5	5	30
1	5	5	5	20

An employee who commences employment after 1 September 2013 shall be entitled to allocation of sick leave entitlements in accordance with the following table:

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATION
	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *	Maximum total Accumulation (on date of entitlement)
<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days</i>	<i>Days (including new entitlement)</i>
5	12	12	12	66
4	9	9	9	53
3	6	6	6	40
2	5	5	5	30
1	5	5	5	20

* Current continuous service

Provided that the coming into force of this agreement will not reduce the actual accumulation already gained by an existing employee. In such a case, when that employee subsequently takes sick leave, their accumulated total will reduce and further entitlements at anniversary will not be added until the actual accumulation falls below the maximum accumulation specified in the above table.

- vii **Sick leave:** An employee may take sick leave if the employee is sick or injured, or the employee's spouse or partner is sick or injured; or a person who depends on the employee for care is sick or injured, or for attendance at doctor, dentist or hospital appointments, provided sick leave is available.
- viii A medical certificate may be required to be produced for a period of absence exceeding 5 days through sickness. In the event of an extended period of illness or injury, on the expiry date of each certificate a further certificate may be required to be produced.

- ix The Supervisor or the Director of the centre shall be notified as soon as practicable of inability to work because of illness or injury. Only in exceptional circumstances shall notice be given after the time of commencement of duty.

b) Health and Safety:

- i The Salvation Army and its employees shall take all reasonable precautions for health and safety in the workplace. The employee must:
 - Take all practical steps to ensure the workplace is safe; and
 - Be familiar with, follow and encourage compliance with Salvation Army Health and Safety policies and procedures
- ii Employees, who become aware of damaged or faulty equipment or the existence of other hazards that may endanger the health or safety of others, shall immediately report such damage, fault or hazard to management who shall immediately act to rectify the damage, fault or hazard.
- iii In the event of a work accident resulting in injury, or a near miss that could have resulted in injury, the employee concerned must immediately prepare an accident report in the Accident Register provided. Failure to report such accident may result in The Salvation Army not recognising an ACC work injury claim.
- iv Where an employee is absent from work as a result of injury, the employee agrees to maintain weekly contact with their Supervisor. Where a return to work plan is considered appropriate, the employee will participate in developing such a plan and will comply with this plan.
- v In situations where workers believe that they may be at increased risk of acquiring Hepatitis B and/or Hepatitis C because of the nature of their job, those workers may request that the Director arranges assessment of the situation to determine if immunisation would be appropriate. If it is determined that immunisation is appropriate it will be offered to the workers concerned at the employer's expense.
- vi Staff may choose to obtain an annual flu vaccination from a doctor of their choice. The Salvation Army will reimburse the cost on production of a receipt (up to a maximum of \$20, including GST).
- vii At the discretion of the employer up to three EAP counselling sessions shall be paid for by the employer to assist the employee deal with work related issues that cannot reasonably be resolved within the workplace.

c) Long term sick leave:

- i An employee with 12 months or more service with the same employer, who has no unused sick leave entitlement left and who requires leave from her/his employment for reasons such as serious illness, hospitalisation or recuperation, shall be granted unpaid sick leave up to three consecutive months in any one year. Any period of such leave exceeding three consecutive months may be granted at the discretion of the employer.
- ii The employer shall require application for such leave to be accompanied by a medical certificate signed by a medical practitioner. The medical certificate shall

indicate the anticipated period of leave.

- iii The employee concerned must specify the estimated length of time required for leave. It is the employer's responsibility to ensure that existing staff/child ratios in the centre remain the same during the period of long term sick leave by employing a reliever, or relievers, where necessary.
- iv Should the employee require further leave or decide to resign, notice of this requirement or decision must be given to the employer at least two weeks before the original leave period expires.
- v When an employee returns to work after a period of long term sick leave she/he shall be entitled to the same position in which she/he was employed when the leave commenced and shall maintain any service entitlement accrued before her/his leave commenced.

Part 13. SPECIAL LEAVE

a) Bereavement/Tangihanga leave for death in New Zealand or overseas:

- i **Death of a Family Member:** In accordance with the Holidays Act 2003, The Salvation Army shall allow an employee to take 3 days bereavement leave where the employee suffers a bereavement on the death of the employee's spouse, partner, parent, child, brother or sister, grandparent, grandchild, spouse's or partner's parent.
- ii **Death of Someone Other Than a Family Member:** The Salvation Army shall allow up to 3 day's paid bereavement/tangihanga leave (inclusive of the 1 day's bereavement leave provided under the Holidays Act) where, having regard to relevant factors, the employee has suffered a bereavement on the death of any other person.
- iii **Unpaid Bereavement/Tangihanga Leave:** The Salvation Army shall approve up to 20 days unpaid leave related to bereavement/tangihanga on each occasion for an employee to discharge any obligation and/or pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.
- iv In granting paid or unpaid bereavement/tangihanga leave, the following must be taken into account:
 - the closeness of the association between the employee and the deceased (NOTE: this association need not be a blood relationship);
 - whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - the amount of time needed by the employee to discharge properly any responsibilities or obligations;
 - reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - any other relevant factor;
 - when an unveiling ceremony occurs on a normal working day, leave on pay shall be granted.

v Paid leave under Part 13 shall be in accordance with the Holidays Act 2003.

b) Parental leave:

The provisions of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 shall apply.

c) Training and professional development leave:

i The provisions of this clause apply pro-rata for part time or casual employees.

ii Employees shall be granted up to 7 working days per year paid leave to enable them to participate in professional development such as:

- Attendance at in-service training courses; or
- Attendance at hui, meetings, seminars or conferences which are directly related to their work; or
- Fulfilling course requirements for study directly related to their work.

iii Employees shall be entitled to a maximum of 3 working days per year over and above the entitlement in Part 13(c)(ii) above, where the cost of relievers is paid by the training provider.

iv **Centre Based Training Leave:** An additional 7 working days paid leave will be available to those employees undertaking Centre Based Training. Such leave must be approved by the Director in writing prior to commencement.

v **Examinations:** An employee shall be entitled to paid leave to sit examinations for a course or courses for which the Director has given written approval for the employee to attend the course.

d) Leave Without Pay:

The employer may grant leave without pay for up to one year upon application by an employee. Periods of leave without pay for more than one month would not normally be granted to employees with less than one year's continuous service. Periods of leave without pay totalling more than 20 working days in any one year shall not count towards service entitlements.

e) Employment Relations Education Leave - Statement of Intention:

The employer recognises NZEI Te Riu Roa as a training organisation. Attendance at training courses offered by NZEI Te Riu Roa will be granted in accordance with the provisions of Section 7 of the Employment Relations Act 2000. An employee attending such courses will be paid at ordinary rates for the hours spent at the course.

f) Upgrading Existing Qualifications Leave:

i This sub-clause applies only to an employee seeking to upgrade his or her qualifications. The minimum qualifications required to be eligible for these provisions are as defined in Part 6(b)(iv)1-2 under Relevant Training Qualifications.

ii If an employee is granted written approval by the Director to enrol in an NZQA approved training programme for the purpose of upgrading qualifications to

reach equivalence with the 3 year Early Childhood Education Diploma or an equivalent qualification that is recognised for teacher registration purposes by the Teachers Council, The Salvation Army shall:

- Grant the employee paid leave to attend the programme when the training is being held during ordinary working hours. Such leave shall be granted to a maximum of 10 consecutive working days or for 12 working days if not consecutive, per employee, per year.
 - Pay the fee for one paper per employee per year provided that this paper is part of the programme approved under Part 13(f)(ii). Provided further that The Salvation Army has the right to claim full reimbursement of the fees from an employee who does not complete programme requirements.
- iii If an employee enrolled in such an approved programme requires additional leave to that granted in Part 13(f)(ii) above, The Salvation Army may grant unpaid leave for the duration of that course.
- iv Requests for reimbursement of full or part fees for employees undertaking the Bachelor of Education course will be discussed on a case by case basis with the Director.

g) Jury Service Leave:

When an employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employee's ordinary rate of pay shall be made up by The Salvation Army, provided:

- i that the employee produces the Court expenses voucher to The Salvation Army, and
- ii that the employee returns to work as soon as practicable on any day when discharged by the Court.

Part 14. RELIEVERS

In the absence of any staff member it is the employer's responsibility to obtain a suitable reliever, if required, in order to maintain the existing staff/child ratios.

Part 15. ALLOWANCES

- a) **Motor Vehicle Allowance:** When use of the employee's private motor vehicle is required for official purposes, reimbursement will be in accordance with the Official Minute MVT. (Note that rates of reimbursement under the Official Minute may change from time to time dependant on changes in fuel, vehicle prices and maintenance costs of vehicles). A log book is to be kept and claims are to be signed by the employee's Supervisor.
- b) **Clothing reimbursement:** with the exception of ECE teaching staff paid salaries or inclusive rates under Part 6(c)(xii), a reimbursement of \$7.18 per week worked pro rata to a minimum of \$3.59 shall be paid to each employee as reimbursement for clothing purchased.
- c) **Professional/personal development expenses:**

- i The Salvation Army shall reimburse the cost of course and examination fees, subscriptions and meetings or conferences for which the Director has given written approval, to a maximum of \$500.00 per employee per year.
 - ii Such reimbursement may also be utilised for an employee's personal development or for the purchase of resources directly linked to the employee's personal or professional development.
 - iii Claims for reimbursement in excess of \$500.00 will be considered on a case by case basis by the Director. Reimbursement of travel or accommodation expenses shall be at the discretion of The Salvation Army.
- d) **Meal Allowance:** Workers employed on overtime after 6.00 p.m. or after 1 1/2 hours (whichever is the earlier) on any day and/or working after 1.00 pm on Saturday, Sunday or a holiday specified in Part 11(a)(i), shall be provided with a suitable meal by the employer or shall be reimbursed up to \$10 for the cost of the meal on production of receipts.
- NB. Attendance at staff meetings of up to 4 hours per month is not considered overtime.
- e) **First Aid Allowance:** Where an early childhood teacher completes or renews a First Aid Certificate at the request or with the agreement of the Director, the employer shall meet the cost of the course fee.

Part 16. TEACHER REGISTRATION

- a) The Salvation Army shall reimburse the cost of initial registration and of renewal of practising certificates for all registered teachers in their employment, provided they meet and maintain the criteria for teacher registration.
- b) The employer shall ensure that an advice and guidance programme, including appropriate paid release time, is available to each tutor teacher (at the discretion of the Director) and each teacher working towards full registration in their employ.
- c) The designated tutor teacher agreed to by the Supervisor as responsible for overseeing the advice and guidance programme of a provisionally certificated teacher or teachers may be responsible for tutoring more than one provisionally certificated teacher concurrently.

Part 17. STAFF MEETINGS

- a) The rates of pay as set out in the salary and wages schedule in Part 6(c)(xii) of this agreement are inclusive of payment to attend staff meetings, except staff employed on in-training/unqualified ECE positions will be paid to attend staff meetings of up to a maximum of up to 4 hours per month. All ECE teaching staff will be expected to attend staff meetings and will have no entitlement to receive overtime or additional pay for this attendance.
- b) In addition to sub-clause 17(a) above, every employee shall be entitled to paid time of at least one half day per term for the purposes of approved planning and preparation, provided that on such days the centre shall not be forced to close. Should such meetings be required to be held outside normal working hours, the time of such meetings shall be decided by mutual agreement of the employees and the Supervisor

and the appropriate overtime rates shall apply.

Part 18. SUPERANNUATION

The Salvation Army employer subsidised KiwiSaver Compliant Superannuation Plan (CSF) with exempt status closed to new members with effect from 14 June 2012. Employees engaged after that date will be enrolled in a Kiwisaver Scheme in accordance with the applicable KiwiSaver legislation by being required to complete and return the *KiwiSaver deduction form (KS2)* included in the *Kiwisaver information pack (KS3)*.

Part 19. WORKSITE REPRESENTATIVES

- a) The employer shall give recognition to an employee who is elected by the employees and endorsed by the union executive as a centre representative.
- b) Where a centre representative is appointed in accordance with Part 19(a), the employer will allow up to five days of unpaid leave per year to assist in the transaction of union business.

Part 20. RIGHT OF ENTRY

The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises to interview any members or to collect any fees or other charges payable to the union by any members but not so as to interfere unreasonably with the child care duties.

Part 21. REDUNDANCY

- a) Where the services of an employee or employees are no longer required on the grounds of redundancy whether by closure or by other reason, the employer shall notify the union prior to giving the employee(s) affected not less than one month's notice of redundancy.
- b) The period of notice is to allow time for discussions between the employer, the union and the employee(s) affected by the possible redundancy and to determine whether there is any alternative to redundancy.
- c) If no alternative to redundancy is arrived at the employer will pay redundancy in accordance with the scale below:
 - 4 weeks' pay for the first year or part year of continuous service
 - 2 weeks' pay of each subsequent full year of current continuous service up to 10 years of service
 - 1 weeks' pay for each subsequent full year of service up to 15 years of service
 - any part year of service will be paid pro rata the above weeks per year formula
- d) A work reference and record of service shall be provided on the employee's request.
- e) Employees affected will be allowed reasonable paid time off work to attend interviews, counselling and other activities associated with their re-employment. Assistance will be offered in the production of curriculum vitae.
- f) Staff deemed to be redundant may exercise the option of working out one month's notice or payment in lieu thereof.

- g) Contracting out:** In the event of the work of any of the employees covered by this agreement being contracted out or the business or part of the business of the employer being transferred or sold, the employer will be deemed to have protected the affected employee(s) against being disadvantaged by either:
- i** ensuring that the employer to whom the work has been contracted or to whom the business has been transferred or sold offers employment to the affected employee(s) on no less favourable terms and conditions; or
 - ii** paying the affected employee(s) their redundancy entitlements in accordance with Part 21(c-f) of this agreement.

Part 22. WORKING FACILITIES

- a)** The employer shall not require any employee to lift, carry or move any load so heavy that its lifting, carriage or movement would be likely to injure her/him.
- b)** The employer shall provide a private and adult sized toilet for use by employees in each centre.
- c)** The employer shall provide and maintain for the use of employees, adequate, suitable and conveniently accessible facilities for washing (including soap and clean towels or other means of cleaning and drying) and shall keep those facilities in a clean and orderly condition.
- d)** The employer shall provide and maintain, for the use of employees, adequate and suitable accommodation for clothing not worn during working hours; and shall also provide such arrangements as are practicable for the drying of such clothing.
- e)** The employer shall provide and maintain for the use of employees whose work is done standing, suitable facilities for sitting, sufficient to enable them to take advantage of any opportunity for resting that may occur in the course of their employment.

Part 23. TIME AND WAGES RECORD

- a)** The Employment Relations Act 2000 provides in Section 130 that an employer shall keep an employment record in which shall be correctly recorded:
 - The name of the employee
 - The employee's age, if under 20 years of age
 - The employee's postal address
 - The kind of work on which the employee is usually employed
 - Whether the employee is employed under an individual or collective employment agreement
 - In the case of an employee employed under a collective agreement, the title and expiry date of the agreement and the employee's classification under it
 - Where necessary for the purposes of calculating the employee's pay, the hours between which the employee is employed on each day, and the days of the employee's employment during each pay period
 - The wages paid to the employee each pay period and the method of calculation
 - Details of any employment relations education leave taken.
- b)** The wages and time record in use for the time being, or similar document that at any time during the preceding six years was in use, shall at all times be open for inspection by the employee or by an authorised representative of the union as appropriate and in accordance with current legislation. A copy of the relevant extract of the wage and time

record will be provided on request from the employee or authorised union representative.

Part 24. NOTICE BOARD

The employer shall make available notice board space in an agreed place for the display of official union notices.

Part 25. UNION MEETINGS

The union may hold up to two staff meetings for union members during working hours per calendar year in which case payment for the first two hours of such meetings shall be made at ordinary hourly rates. Provided that the employer and the union may agree to hold the meeting outside normal working hours.

Part 26. DEALING WITH COMPLAINTS, COMPETENCY AND DISCIPLINE

The following principles shall be used in addressing complaints against employees and matters of discipline and competency to ensure that such matters can in the interest of all parties be fully and fairly addressed. Many complaints will be able to be resolved by discussion between the Supervisor and the employee concerned without a need to take the matter any further. Supervisors should, wherever appropriate, seek to resolve complaints in this manner in the first instance.

- a) Competency:** Where there are matters of competency which are causing concern in respect of any employee, the Supervisor shall put in place appropriate assistance and personal guidance to assist that employee. When this assistance and guidance has not remedied the situation, the following provisions should govern the action to be taken:
- i** The employee must be advised in writing of the specific matter(s) causing concern and of the corrective action required and the timeframe allowed. This timeframe should be determined by the Supervisor and be relevant to the matters causing concern.
 - ii** The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee.
 - iii** A copy of any report made by the Supervisor to the employer shall be given to the employee.
 - iv** No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both).
 - v** If the above steps 26(a)(i-iv) fail to resolve the matter of concern, the employer may, where justified, dismiss the employee without the need to follow the disciplinary provisions in Part 26(b).
- b) Discipline:**
- i** The employee must be advised of the right to request representation at any stage.
 - ii** The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further inquiries

in order to be satisfied as to the facts of the specific matter(s) causing concern.

- iii The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- iv The process and any disciplinary action are to be recorded, sighted and signed by the employee and placed on their personal file.

c) Suspension:

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

d) Summary Dismissal: Nothing in the above sections shall prevent summary dismissal without notice in the case of serious misconduct.

e) Personal Grievance: The personal grievance provisions in Part 27 of this agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.

Part 27. EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCEDURE

Personal grievances and disputes shall be addressed in accordance with the provisions of Part 9 of the Employment Relations Act 2000.

The following is a plain language explanation of the employment relationship problem resolution services.

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's 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 their local NZEI Te Riu Roa field officer 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.

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

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

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

Services Available

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

- **An information service.**

This is free. It is available by contacting the Ministry of Business, Innovation and Employment or by phoning toll free 0800 209 020. The Ministry'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 Ministry of Business, Innovation and Employment. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent 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.

Part 28. SAVINGS

Any employee paid at a higher step at the date this agreement comes into force will continue to be paid on that step.

Part 29. UNION MEMBERSHIP

- a) The employer shall notify the union in writing on the coming into force of this agreement of the name and address of each union member covered by the agreement.
- b) At the request of the union, the employer shall notify the union quarterly in writing of:
 - i the name and postal address of each union member covered by this agreement;
 - ii a list of the jobs or classifications of work of each union member covered by this agreement.
- c) The employer and the union agree that all reasonable steps will be taken to ensure that employees are informed of and given opportunity to become members of the union.
- d) The employer shall deduct union subscriptions from the wages payable to existing union members as authorised by the union member and the union. The union may make alternative subscription arrangements with new members.

Union subscriptions deducted shall be deducted at fortnightly or monthly intervals. Employers may deduct an administration fee of no more than 2.5%.

Part 30. NEW EMPLOYEES

New employees shall, in accordance with the Employment Relations Act 2000, be advised of the existence of this Collective Agreement and be offered the opportunity to join NZEI Te Riu Roa and become bound by this Collective Agreement.

Part 31. TERM OF AGREEMENT

This employment agreement shall commence on 22 October 2015 and shall expire on 22 October 2016.

Part 32. SIGNATORY PARTIES

Authorised representatives' signatures

Colonel Willis Howell, Chief Secretary
For The Salvation Army New Zealand Trust

Captain Gerry Walker, Secretary for Personnel
For The Salvation Army New Zealand Trust

Bella Pardoe
For NZEI Te Riu Roa

The above named are parties to this agreement having gained the agreement of the employer and employee parties to this agreement.

Date

ADDENDUM – PAY PARITY

- a) **Linkages:** The parties to this collective agreement are committed to achieving pay parity with qualified, registered teachers in kindergarten, and the primary sector, for qualified and registered teachers employed in Salvation Army Early Childhood Services.

- b) **Contingency Provisions:** Achieving pay parity is reliant on funding from government being increased to a level to implement it. Therefore it is intended that should funding be increased during the term of the agreement the parties to the agreement will consider bringing the agreement to an end (with a revised expiry date) or consider varying the agreement by renegotiating the salary provisions contained in it.

APPENDIX A

THE SALVATION ARMY NEW ZEALAND, FIJI AND TONGA TERRITORY EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Salvation Army New Zealand, Fiji and Tonga Territory has established the following policy, practices and procedures to ensure that Equal Employment Opportunity exists throughout New Zealand.

The Salvation Army acknowledges the law entitling everyone in New Zealand to equal treatment in their employment. This POLICY is issued to ensure that Equal Employment Opportunity exists in The Salvation Army and is known to all employees.

The Salvation Army, when making employment related decisions, will ensure that employees are not treated unfairly because of their:

- Sex
- Marital status
- Religious belief
- Ethical belief
- Colour
- Race
- Ethnic or national origins
- Disability
- Age
- Political opinion
- Employment status
- Family status
- Sexual orientation

Employment related decisions include:

- Appointments
- Terms of employment
- Conditions of work
- Training
- Promotion
- Transfer
- Dismissal
- Disciplinary action

The Salvation Army will provide a working environment free from discrimination and harassment.