

Salvation Army Early Childhood Education

Collective Agreement

2 August 2010 to 30 July 2011



NZEI · TE RIU ROA
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

“KIDS MATTER 2 US” VIEW RD WAITAKERE CITY

“THE NEST EDUCARE” HAMILTON

“NOAH’S YOUNG ONES”, GLADSTONE RD GISBORNE

Part 1. PARTIES

The parties to this agreement are:

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

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
 - “Kids Matter 2 Us” View Road, Waitakere City
 - “The Nest Educare”, Cnr Ohaupo Rd & Kahikatea Dr, Hamilton
 - Noah’s Young Ones, 389 Gladstone Rd, Gisborne
- 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.

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 divulge or communicate any confidential information regarding The Salvation Army or, subject to the provisions of the Privacy Act 1993, disclose personal information relating to 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, 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 1998.
- b) **"Early childhood employee"** means a person employed in any of the occupational classifications listed in clause 6a 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) **"Casual Employee"** means an employee who is engaged to work on an hourly basis as required, not on a regular basis and is paid the appropriate hourly rate. Casual employees will be paid a minimum of two hours on each day of employment.
- f) **"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 in writing 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.
- g) **"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 in writing 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.

- h) **“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.
- i) **"Relevant training qualifications"** means those qualifications which are defined in Part 6b.
- j) **"Director"** means The Salvation Army officer in charge of the centre
- k) **“Licensee”** means the person who holds the License for 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 6b(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 6b(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. **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.
4. **Q2** means an early childhood teacher holding 2/3 of a degree, as defined in T3, or the Higher Diploma of Teaching (ECE)..
5. **Q3** means an early childhood teacher holding a Bachelors degree in Education (BEd) or a Bachelors degree in Arts (BA) with a major in Maori Studies, Education of Psychology, or a Bachelor of Applied Social Sciences (BASS), or an Advanced Diploma of Education (ECE)
6. **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 teaching qualification (e.g. Diploma of Teaching); 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 three-year teaching degree (e.g. Bachelor of Teaching and Learning) and 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, an Advanced Diploma of Teaching and a relevant 120 credit specialist graduate or post-graduate qualification assessed at level 7 (or higher) on the National Qualifications Framework.
7. Provided that any teacher currently being paid as in training shall continue to be paid on the in training scale.
8. Any teacher who holds the Tohu Matauranga Diploma will be transferred to the Q2 scale.
9. 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.

10. 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) **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 except William Booth Grove, Upper Hutt and Kids Matter to US, Waitakere where service shall be calculated for part time employees on a year of 1,000 working hours, 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.

- ii) **Previous Relevant Work Experience:** In addition to years of service recognised under 6 (c) (i) 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

- iii. **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.

- iv. **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 licensee 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.

- v. **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.

- vi. **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.

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

- viii. **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 (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.

ix. **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.

x. **Higher Duties:** Where an Assistant Supervisor is required by the Supervisor or Licensee 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 Licensee 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.

xi. The salaries or wages for qualified and unqualified 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 15b).

Early Childhood Teachers

A. Qualified Teachers

Early Childhood Teacher/Kaiako

	Effective 2 August 2010	
Step	Salary	Qualification
1	30,753	Q1 Entry
2	33,117	Q2 Entry
3	36,665	
4	40,214	Q3 Entry
5	41,398	Q3+ Entry
6	43,172	
7	45,536	
8	49,085	Q1 Maximum
9	52,633	Q2 Maximum
10	57,483	
11	59,494	Q3 Maximum
12	62, 549	Q3+ Maximum

Assistant Supervisor

	Effective 2 August 2010
Centre Roll	Salary
0-25	63,569
26-50	65,354
51+	67,139

Supervisor – Effective from 2 August 2010

Centre Roll				
Staffing Responsibility		U1A 0-25	U1B 26-50	U2 51+
	0-3	67,215	70,903	74,592
	4-6	70,903	74,592	80,785
	7-10	74,592	80,785	87,115
	11+	80,785	87,115	87,115

B) Unqualified / In Training ECE Position

Step	Hourly Rate effective 2 August 2010	
1	13.90	Unqualified start
2	14.74	In Training Start
3	15.44	
4	16.32	Unqualified Max
5	17.10	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 except William Booth Grove, Upper Hutt and Kids Matter to US, Waitakere where service shall be calculated for part time employees on a year of 1,000 working hours.

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 2 August 2010
	1	15.63
	2	16.16
	3	16.67
	4	17.31
	5	17.93
	6	18.53
	7	19.19
	8	19.76
	9	20.35

OSCAR Educator/ Assistant Supervisor	Step	Hourly Rate effective 2 August 2010	
	1	13.07	Unqualified start
	2	13.58	Trained start
	3	14.16	Unqualified max
	4	14.93	
	5	15.69	
	6	16.42	
	7	17.17	
	8	18.36	

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 except William Booth Grove, Upper Hutt and Kids Matter to US, Waitakere where the service shall be calculated for part time employees on a year of 1,000 working hours.

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

		Hourly rate effective 2 August 2010
Clerical	1	15.60
	2	16.43
	3	17.35
Cook	1	14.67
	2	15.56
	3	16.44
Cleaner	1	13.90
	2	14.80
Caretaker	1	14.95
	2	15.84

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 Licensee 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 over time 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 Licensee.

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 1-3 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 time in lieu may, in extenuating circumstances, be considered with the approval of the Supervisor and Licensee.

- b) Overtime will be paid for time worked by waged employees in excess of 8 hours. Overtime will also be paid for all work outside the ordinary hours of work as defined in Part 7a 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 11a(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. CALLBACKS

- 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 callbacks except, in extenuating circumstances, when agreed to by the Supervisor or Licensee. 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. Two (2) weeks notice shall be given by either party
 - OR**
 - ii. Two (2) weeks shall be paid, or forfeited in lieu of notice.
- (b) The provisions in Part 10a 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 by cheque on the last day of employment or by the date of the next available bank schedule, as agreed by the employee.

All equipment or other property belonging to The Salvation Army which has been entrusted to the employee should be returned prior to uplifting final wages.

- (d) **Payment of wages:** Wages will be paid fortnightly during working hours and be credited to an account nominated by the employee, or paid by cheque, 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. 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, other than Waitangi Day and ANZAC Day, that would otherwise fall on a Saturday or Sunday, to be observed on a Monday or Tuesday.
- iii If an employee is required to work on any part of a public holiday, the payment shall be the portion of the employee's relevant daily pay that relates to the time actually worked on that day plus half that amount again. Provided that any time worked in excess of eight hours on the day will be paid at double time in accordance with Part 8b. 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 at the employee's relevant daily pay.
- 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 not less than the employee's relevant daily pay for that day.

b) **Statutory Holiday's During Closedowns** -this only applies at centres that have close down periods – refer Part 11c(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 Years Day and the day after New Years Day at their relevant daily pay rate.

- ii Except as provided in Part 11b(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 at their relevant daily pay rate

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 5d 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 5d regarding part-time employees.
- iii Annual leave must be taken at times approved by the Licensee and must include one period of at least two weeks in each year except at William Booth, Upper Hutt and Noah's Young Ones, Gisborne.
- iv The Licensee 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 except at William Booth, Upper Hutt and Noah's Young Ones, Gisborne.
- v William Booth, Upper Hutt and Noah's Young Ones, Gisborne are closed during each term break, in addition to the annual closedown each December. The parties agree that employees employed at either of the centres referred to in this sub-clause are not required to work during the term breaks, and no remuneration is payable for those periods, except as provided in Part 11 (b) (ii) above, and with the exception of the Christmas closedown, during which the employee will be required to take all annual leave during the closedown period. This annual leave will be paid in the final December pay at 4 weeks ordinary pay or 4 weeks average weekly earnings, whichever is higher (for those with current continuous service of less than 5 years), or 5 weeks ordinary pay or 5 weeks average weekly earnings, whichever is higher (for those with current continuous service of 5 years or more). However employment is deemed to be continuous for all service related collective agreement benefits.
- vi An employee shall not accumulate more than 1 weeks annual leave from one anniversary year to another unless by written agreement with the Licensee.
- vii 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.
- viii Annual leave entitlement of existing employees shall be transferred to this agreement.

d) Long service leave:

- i An employee shall be entitled to paid special holidays for long service, in addition to annual leave, as follows:
- 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 16 days paid sick leave per year subject to the table in Part 12a(vi). This leave is not in addition to the sick leave provided in the Holidays Act.
- iii Sick leave may accumulate to a maximum of 66 working days by carrying forward from one year to another any unused sick leave of up to 50 days subject to the table in Part 12a(vi).
- iv Sick leave is paid at the employee’s relevant daily pay rate 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

Regular days of work	SICK LEAVE ENTITLEMENTS			ACCUMULATI ON
	After 2 Weeks *	After 12 Months *	On each anniversary thereafter *	Maximum total Accumulation (on date of each entitlement)
Per week For which engaged				
<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

* 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, on the expiry date of each certificate a further certificate may be required to be produced.

- ix The Supervisor or the Licensee of the centre shall be notified as soon as practicable of inability to work because of illness. 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:
 - o Take all practical steps to ensure the workplace is safe; and
 - o 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 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 Licensee 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.
- v 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).
- vi At the discretion of the employer up to three 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 at the rate of the employee's relevant daily pay.

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 13c(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 Licensee 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 Licensee 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 subclause 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 6b(iv)1-2 under Relevant Training Qualifications.
- ii If an employee is granted written approval by the Licensee 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 13f(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 13f(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 Licensee.

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) xi, 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 Licensee has given written approval, to a maximum of \$400 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 \$400 will be considered on a case by case basis by the Licensee. 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 11a(i), shall be provided with a suitable meal by the employer or shall be reimbursed up to \$10 for the cost of the meal.
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 licensee, 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.
- 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 Licensee) and each teacher working towards full registration in their employ.
- c) An allowance shall be paid, at the rate of \$800 per annum, to the designated tutor teacher agreed to by the Supervisor as responsible for overseeing the advice and guidance programme of a provisionally registered teacher or teachers. A tutor teacher may be responsible for tutoring more than one provisionally registered teacher concurrently, but shall only receive one payment of the allowance.

Part 17. STAFF MEETINGS

- a) The rates of pay as set out in the salary and wages schedule in Part 6 (c) xi of this agreement are inclusive of payment to attend staff meetings of up to 4 hours per month. All ECE teaching staff paid salaries or inclusive rates under Part 6 c) xi, 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 subclause 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 operates an employer subsidised KiwiSaver Compliant Superannuation Plan (CSF) with exempt status. Membership is available to all employees. A copy of The Salvation Army Lay Worker Superannuation Plan "Investment Statement" (which provides information on the Plan and includes the Application Form) is available from the employee's Supervisor. Application to join may be made at any time. In some circumstances the insurer may require a Declaration of Health form to be completed and a subsequent medical examination in relation to life insurance benefits of the Plan.

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 19a, 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 months 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:
 - o 4 weeks pay for the first year or part year of continuous service
 - o 2 weeks pay of each subsequent full year of current continuous service up to 10 years of service
 - o 1 weeks pay for each subsequent full year of service up to 15 years of service
 - o 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 21c-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 (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 26b above.

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) Instant Dismissal: Nothing in the above sections shall prevent instant 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 Rui 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. For ease of access these are attached at the end of this agreement as Appendix B.

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

Either party can refer a personal grievance to the Employment Relations Service of the Department of Labour for mediation assistance, or to the Employment Relations Authority. If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

Services Available

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

- **An information service.**

This is free. It is available by contacting the Department of Labour or by phoning toll free 0800 209 020. The Department's Employment Relations Service internet address is www.ers.dol.govt.nz and can be contacted by e-mail at info@ers.dol.govt.nz.

- **Mediation Service.**

The Mediation Service is a free and independent service available through the Department of Labour. This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

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

If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

- **The Employment Relations Authority**

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

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

Part 28. SAVINGS

- a) Any employee paid at a higher step at the date this agreement comes into force will continue to be paid on that step.
- b) Notwithstanding the provisions of Part 3 any employees employed at "The Nest", Hamilton, as at 1 July 2002 who are or become a party to this collective agreement and who have benefits beyond the provisions of this agreement shall retain those benefits.

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) When requested by an employee, the employer shall make available to that employee, the forms provided by the union to authorise the deductions of union subscriptions from wages payable to union members. On signing of such authorisations, the employer shall deduct union subscriptions from the wages of union members each payday and remit the subscriptions to the union monthly.

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 2 August 2010 and shall expire on 30 July 2011.

Part 32. SIGNATORY PARTIES:

Authorised representative

Signature

Graeme Reddish, Chief Secretary _____
For The Salvation Army New Zealand Trust

Bruce Vyle , Secretary for Business Administration _____
For The Salvation Army New Zealand Trust

Fran Renton _____
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 pay parity with qualified, registered teachers in kindergarten, and in the primary and secondary education sectors, for qualified and registered teachers employed in Salvation Army Early Childhood Services. .
- b) **Contingency Provisions:** Pay parity is reliant on funding from the government being maintained at (increased to) a level to implement it. Therefore it is proposed that during the term of the agreement the parties to the agreement have the option to bring the agreement to an end (with a revised expiry date) and renegotiate the salary provisions contained in it, in the unlikely event that government funding is not maintained at (increased to) an appropriate level.

c) **Review**

The parties agree that:

- a) The Salvation Army will undertake a comprehensive budget and operational review of its ECE services;
- b) NZEI and its members will be involved in the review;
- c) The review will take place over the period of the term of the agreement; and
- d) Agreed outcomes of the review will inform the next negotiations.

APPENDIX A

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

The Salvation Army New Zealand and Fiji 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.

Join NZEI and make a difference!

Together we can support you at work, at home and in the community to ensure you can play your role in delivering high quality education to New Zealand's children. To join go to www.nzei.org.nz or talk to your NZEI worksite representative

0800 NZEI HELP

Call 0800 NZEI HELP (0800 693 443) free from a landline if you have queries about your pay and conditions, leave, NZEI membership, retirement savings, conflicts or grievances or other individual matters. Lines are open from 8:30am to 5pm every weekday.

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