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NZEI TE RIU ROA
NEW ZEALAND EDUCATIONAL INSTITUTE

BARNARDOS NEW ZEALAND/NZEI TE RIU ROA

COLLECTIVE EMPLOYMENT AGREEMENT

1 JULY 2020 – 30 JUNE 2021

**Barnardos New Zealand/NZEI Te Riu Roa
Collective Agreement**

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1.0 PARTIES AND COVERAGE OF AGREEMENT

1.1 Parties to Agreement

The parties to this Agreement are Barnardos New Zealand and the New Zealand Educational Institute (NZEI Te Riu Roa).

1.2 Coverage

This Agreement covers employees employed by Barnardos at any Barnardos Early Learning Centre within New Zealand as Centre Managers, Assistant Centre Managers, Early Childhood Teachers and Early Childhood Employees; and Home based Visiting Teachers, employed in early childhood services; who are members of NZEI Te Riu Roa. This Agreement does not cover managerial or administrative employees or other Barnardos employees and does not cover positions or employees not specified as being covered.

1.2.1 No Pass On

This Agreement reflects both a process of constructive engagement and a significant investment by NZEI Te Riu Roa and its members and Barnardos New Zealand.

The parties agree that, consistent with the principles of the Employment Relations Act 2000 and except as a provided by s.63 of that Act, the terms and conditions agreed at the date of settlement of this Agreement date that the increases may be passed on to non-members 6 months from the date of ratification.

1.3 Duration of Agreement

This Agreement shall commence on 1 July 2020 and shall expire on 30 June 2021.

1.4 Variation of Agreement

This Agreement or part thereof may be varied by agreement between the employer and NZEI Te Riu Roa. The parties specifically agree that a variation may be agreed which only affects some of the employees covered by this Agreement. In this case, the other employees who were not affected shall continue to work under the Agreement as it stood prior to the variation.

NZEI Te Riu Roa shall ratify any proposed variation in accordance with its ratification procedure.

1.5 Replacement of Previous Terms and Conditions

Except as otherwise provided in this Agreement, this Agreement replaces and supersedes all previous terms and conditions of employment for those employees covered by this agreement.

1.6 Definitions

Centre Manager

The teacher employed to be responsible for and in charge of an Early Learning Centre, including curriculum and day to day operation.

Assistant Centre Manager

A teacher expressly designated by the employer as such who has delegated authority for the centre in the absence of the Centre Manager.

Early Childhood Teacher

A qualified teacher employed in an Early Learning Centre who holds an early childhood teaching qualification recognised by the Education Council.

Early Childhood Employee

An employee who does not hold an early childhood teaching qualification recognised by the Education Council.

Home Based Visiting Teacher

A teacher in the Home Based Service who holds an early childhood teaching qualification recognised by the Education Council and has responsibility for supporting the network provision of early childhood education and care by Home Based Educators.

Professional Time

Non-contact time spent undertaking curriculum, assessment, and planning responsibilities.

ELC Educator

An employee who does not hold and is not studying towards an early childhood teaching qualification recognised by the Education Council.

In training

An employee who is currently undertaking study towards an early childhood teaching qualification recognised by the Education Council.

Qualified

An employee who holds an early childhood teaching qualification recognised by the Education Council.

1.7 Legal Obligations

Where there is a conflict between legislation and this agreement, the legislative requirements will prevail.

2.0 EMPLOYMENT PRINCIPLES**2.1 Te Tiriti O Waitangi**

The parties to this agreement recognise that the Treaty of Waitangi places special obligations upon them. Communities need services which are appropriate to local needs, reflect the dual cultural heritage of New Zealand and are sensitive to cultural differences. Barnardos has expectations that all employees will be willing to support goals in this area and to work with the Māori Strategy – Ngā Pou e Whā.

2.2 Equal Employment Opportunity

All people, regardless of age, marital status, gender, religion, ethnic origin, ethical beliefs, colour or race, employment status, disability (including illness), sexual orientation, political opinion, family status or employee representation (whether they be current or prospective employees), will have equal opportunity to gain any benefit associated with employment with Barnardos.

Barnardos is committed to the progressive development and implementation of an Equal Employment Opportunity programme. It will incorporate the policies and procedures for the recruitment, training and development of employees, the work environment and conditions of employment.

2.3 Manaakitanga

Barnardos recognises that events in an employee's personal life can have an effect on the employee in the workplace. This agreement sets out clearly a number of commitments to employees: sick leave, domestic leave, bereavement leave. Barnardos commitment to manaakitanga means from time to time, where it is reasonable, Barnardos will go above these commitments to provide for the wellbeing of our staff. This will include assisting our staff to deal with such situations as family violence, family breakdown and significant illness

2.4 Management of Change

Continuous improvement in delivery of services is essential and is achieved through the commitment and involvement of all employees. Where Barnardos is contemplating changes which affect employees, Barnardos will keep employees and NZEI Te Riu Roa informed about the proposed changes. The

employees and/or NZEI Te Riu Roa can make representations about such proposed changes which Barnardos will respond to.

2.5 Performance Development

Employees' performance will be assessed annually by their immediate Supervisor at the anniversary of the employee's appointment. The employee concerned will be asked to actively participate. All appraisals will, when completed, be signed by that employee, their Supervisor and forwarded to the relevant Manager before being placed on the employee's personal file. Work performance will be based on the appropriate job description.

As part of the performance review process, the employee's immediate Supervisor will negotiate to conduct regular supervision sessions to monitor and manage performance issues.

2.5.1 Position Description

The position description defines the scope of the position held and the employee's role within Barnardos. The Employer may review this position description at any time in consultation with the employee.

2.6 Education, Training and Development

2.6.1 Barnardos is committed to providing quality early childhood education services. Therefore, the employer supports the establishment of the Diploma of Teaching (ECE) as the benchmark qualification for early childhood education and notes the government's policy for regulated staff in every teacher-led service to be required to be certificated teachers. Specific policies relating to employees gaining teacher education qualifications, teacher registration and teacher certification will enable Barnardos to achieve this policy goal and associated targets.

Barnardos is committed to providing for employees training necessary to enable them to perform their work effectively. This includes orientation of new employees, training for present employees, and retraining for employees whose responsibilities or duties change through advancement or restructuring of the organisation.

Unpaid examination leave may be granted to an employee to sit examinations not directly related to her/his work.

2.6.2 Training for Teaching Council Recognised Qualification

Employees who have not attained a Teaching Council recognised ECE qualification may formally apply for assistance from Barnardos to attain this qualification. Paid study leave equivalent to four weeks per annum with a maximum of 120 hours in any one-year is available to attend training sessions or examinations.

A contribution to course costs shall be paid by Barnardos on a pro rata basis as set out in the following scale:

| Hours worked | %age of course fees |
|--------------|---------------------|
| 1-14 | 10% |
| 15-19 | 20% |
| 20-24 | 30% |
| 25-29 | 40% |
| 30 + | 50% |

An employee who withdraws from or fails the course for which they have been assisted may be requested to agree to repay the assistance at Barnardos' discretion. Such agreement will not be unreasonably withheld. Should the employer and the employee fail to agree on a repayment schedule,

Barnardos may deduct the amount of the assistance from the employee's pay, provided that the employee is not caused undue hardship by the deduction.

2.6.3 Training/Professional Development

Employees are entitled to receive 40 hours (pro rata for part timers) relevant training / professional development each year. This is to be used for mandatory in-house training, conferences, professional seminars, including fulfilling teacher registration requirements and the like approved by the employer and directly related to the employee's work; or agreed between the employer and employee during the appraisal process.

This does not apply to Employment Relations Education Leave, which shall be administered in accordance with the Employment Relations Act 2000.

2.6.4 Induction Including Health and Safety

All new employees will be provided with health and safety induction training and be advised of their responsibilities around health and safety in the workplace.

2.6.5 Support for Attaining Advanced Qualifications

Should a teacher enrol in a programme of study for the purpose of attaining an advanced service-related qualification, Barnardos may consider assistance in the form of paid leave and/ or course fees. The assistance shall be addition to training/ professional development leave specified in clause 2.6.3.

3.0 STATUS OF EMPLOYMENT

3.1 Hours of Work

Full time work for Centre Managers, Assistant Centre Managers, Early Childhood Teachers and Early Childhood Employees is based on 40 hours per week and 52 weeks per year including paid holidays.

The ordinary hours shall not exceed eight per day nor be less than two per day, to be worked between the clock hours of 7.00 a.m. and 7.00 p.m. on days agreed in a letter of appointment. These clock hours may be changed by agreement between the employer and employee.

Notwithstanding the above the Mangere Early Learning Centre, due its unique circumstances, will have operating hours of 5.30am to 8.30pm.

Full time work for a Visiting Teacher is based on 40 hours per week and 52 weeks per year. Full time work includes being available for the licensed hours of the network and for hours required to undertake professional learning and development for the visiting teacher and the educators.

Part time work will operate as per clause 3.5 (part time work).

Standard working hours for Visiting Teachers are 8:30 am to 4:30 pm, licensed network hours may vary but are generally between 6:00 am and 8:00 pm.

Should changing circumstances necessitate a change to when an employee's hours are worked, Barnardos will attempt to negotiate agreement to change the hours. Barnardos may only change the hours in these circumstances if attempts to reach agreement have not been successful, the change is not unreasonable and the employee does not have good reason such as family commitments for their refusal to agree to the change. In this event, at least two weeks' notice of the change shall be given.

Employees should not work longer than 5 continuous hours in a day without having an unpaid meal break of at least 30 minutes and no more than 60 minutes. Morning and afternoon tea drinks will be provided and a break of 10 minutes allowed.

Managers have the responsibility to ensure that appropriate staffing levels are maintained to give maximum cover for all programmes and services. This may require flexibility to negotiate the actual hours worked by individual employees.

In the case of repetitive work, and in particular where employees use a computer screen during their normal work, a Manager shall authorise and expect regular work breaks between other programmed breaks.

3.1.1 Professional Time

All Early Learning Centres teachers who are qualified or in-training, except those employed on no fixed hours, or employed to work less than 12.5 hours per week, are entitled to professional time. Professional time entitlements are based on contracted hours of employment and not on actual hours worked per week

Teachers working 30 contracted hours per week or more are entitled to 4 hours per week as professional time.

Teachers working less than 30 contracted hours per week but more than 12.5 contracted hours are entitled to 10% professional time per week (rounded to the nearest half hour).

Professional time is non-child contact time and is primarily spent on planning and assessment for children's learning. The remainder of the time is spent on duties as determined in consultation with the Centre Manager such as: parent contact, self-review, displays, health and safety.

Professional time is to be used within the week and is not to be transferred to another week, except as discussed and agreed to with the Centre Manager. Professional time must be within the teacher's contracted hours.

Additional professional time throughout the week may be identified by the Centre Manager and allocated at their discretion.

A teacher's availability to the children in cases of accident or emergency will not be diminished during a teacher's period of professional time.

The following table indicates the amount of professional time for teachers working less than 30 hours per week:

| Teacher hours per week | Professional time of 10% per week | Rounded to nearest half hour |
|------------------------|-----------------------------------|------------------------------|
| 12.5 | 1.2 | 1.0 |
| 15.0 | 1.5 | 1.5 |
| 16.0 | 1.6 | 1.5 |
| 18.0 | 1.8 | 2.0 |
| 20.0 | 2.0 | 2.0 |
| 22.5 | 2.25 | 2.5 |
| 24.0 | 2.40 | 2.5 |
| 25.0 | 2.50 | 2.5 |
| 27.5 | 2.75 | 3.0 |

3.2 Staff Meetings

When attending staff meetings, employees will be provided with a reasonable evening meal.

3.2.1 Staff Meetings: Full Time Qualified Teachers

The rates of pay for full time qualified teachers as set out in the salary and wages schedule in clause 4.4 of this Agreement are inclusive of payment to attend staff meetings of up to four hours per month. All full time Early Learning Centre qualified teachers paid inclusive rates under clause 4.4 will be expected to attend staff meetings and will have no entitlement to receive additional pay for this attendance.

Any attendance at staff meetings over and above 4 hours per month will be paid under clause 3.3 below.

3.2.2 Staff Meetings: Part Time Qualified Teachers

Part time qualified teachers who work 15 to 30 hours will attend staff meetings as agreed with the Centre Manager to a maximum of four hours per month. Payment for staff meetings is as follows:

- 3 hours per month is included in salary and wages and there will be no entitlement to receive additional pay for this attendance.
- Any attendance at staff meetings over and above 3 hours per month will be paid under clause 3.3 below. For example one hour per month will be paid when there is four hours of meeting that month.

Part time qualified teachers who work less than 15 hours are not expected to attend staff meetings.

3.2.3 Staff Meetings: ELC Educators or In Training ELC employees

ELC Educators or In Training ELC employees required to attend staff meetings will be paid for this attendance under clause 3.3 below.

3.3 Additional Hours

Subject to clause 3.2, time worked in excess of ordinary hours as per clause 3.1 shall be deemed additional hours and shall be paid at either ordinary time or time in lieu (on an hour for hour basis) granted.

Except in an emergency, any excess hours and how they will be compensated must be negotiated before they are worked. The number of hours to be worked and when must be clearly defined and documented by the employee and their Manager.

Excess hours must be controlled and managed between employees and their Manager.

Accumulation of time in lieu must not exceed one working weeks hours and must be taken within one month or will be forfeited. However, written agreement between the employee and employer can allow for an extension where there is an agreed and legitimate reason for an employee being not able to take their time in lieu within the timeframe.

3.4 Cellphones

Barnardos will either provide a cellphone for the use of a Visiting Teacher when on-call, or reimburse the Visiting Teacher or Team Leader for any cost incurred on their personal phone during on-call duties.

3.5 Part Time Work

Part time work is based on regular employment for less than 40 hours per week. Employees may be employed part time and/or part year, the details of which would be outlined in their letter of employment. The terms and conditions contained in this agreement apply to part time and part year employees on a pro-rata basis.

Wherever possible hours of part-time employees will be fixed, however part-time employees may work "flexible" hours to enable the hours worked to be varied (either per day or days of the week).

Part time employees will have their roster confirmed a minimum of one week in advance.

3.6 Casual Work

A casual employee (day to day reliever) is engaged on an 'as and when required' basis in accordance with their letter of offer. Each period of casual employment will be treated as a discrete and separate engagement, with no guarantee of regular hours or ongoing engagements.

The following clauses in this agreement do not apply to casual employees:

- 2.6.2 Training for Diploma or Education Council Recognised Qualification
- 2.6.3 Training/Professional Development
Entitlement to training/professional development is at the employer's discretion
- 5.3 Annual Holidays
- 5.4.7 Communicable/Infectious Diseases
- 5.7 Rehabilitation Programme
- 5.8 Bereavement/Tangihanga Leave
Provisions outlined in the Holidays Act 2003 will apply
- 5.10 Jury Service
- 5.12 Parental Leave and Paid Parental Leave
- 5.12.1 Barnardos Post Parental Leave Support
- 9.3 Teacher Registration and Certification
- 11.6 Restraint of Trade

3.7 Fixed Term Employment

PART 1

An employee and Barnardos may agree that the employment of the employee will end:

Subsection 1

- (a) at the close of a specified date or period; or
- (b) on the occurrence of a specified event; or
- (c) at the conclusion of a specified project.

Before an employee and Barnardos agree that the employment of the employee will end in a way specified in subsection (1) Barnardos must:

Subsection 2

- (a) at the close of a specified date or period; or
- (b) on the occurrence of a specified event; or
- (c) at the conclusion of a specified project

have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and

- (d) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

The following reasons are not genuine reasons for the purpose of subsection (2):

Subsection 3

- (a) to exclude or limit the rights of the employee under the Employment Relations Act 2000
- (b) to establish the suitability of the employee for permanent employment.

PART 2

Where Barnardos have genuine reasons based on reasonable grounds to terminate a fixed term contract before:

- (a) the close of a specified date or period; or

- (b) the occurrence of a specified event; or
- (c) the conclusion of a specified project.

the period of notice as stated in clause 6.5.4. will apply.

In this event, the employee will not be entitled to be paid out for the remaining period of his or her fixed term employment that is not worked.

4.0 REMUNERATION

The parties to this Agreement are committed to pay parity with qualified, certificated teachers in kindergarten, and in the primary and secondary education sectors, for qualified and certificated teachers employed in Barnardos Early Childhood Services. Any movement in relevant education sector pay scales will be taken into account and considered in the next bargaining round along with current market and business conditions affecting Barnardos at that time.

Increases agreed during negotiations for all employees shall be applied to the minimum rates set out in the Agreement or the actual rate that an employee is currently paid whichever is the higher.

Employees new to this agreement will translate onto the scale at the relevant position subject to their qualifications, experience and current rate of pay, provided that no employee shall receive less pay by virtue of joining the union and joining the Agreement.

4.1 Salary on Appointment

Teachers with previous relevant teaching experience shall be paid at the appropriate step of the relevant qualification group as set out in clause 4.5.

4.2 Service Recognition

Service as a qualified teacher within the Early Childhood sector or as a qualified certificated teacher employed in a teaching position in a state or integrated primary, special, area or secondary school shall count for salary purposes provided that a teacher holds the benchmark qualification for ECE teaching while undertaking that service.

Up to two years of experience as an ELC Educator or In Training (previously unqualified or in-training teacher) employed by Barnardos or in another licensed Early Childhood Centre will be recognised for salary purposes.

A teacher who takes a position in a lower salary scale shall receive credit in the scale for service in any higher scale.

4.3 Pay Progression

An employee who is a current union member will progress through the steps on the relevant pay scale on an annual basis on the employee's anniversary date, subject to competent performance as determined by the Barnardos performance agreement model.

An employee's anniversary date shall be:

- the date on which the certificated employee commences
- the date which an existing in-training employee become certificated

Casual employees will be considered eligible for progression on the pay scale provided they have completed a minimum of 1440 hours provided that progression on the scale shall not occur prior to 12 calendar months service.

In the instance of a Teacher taking leave without pay or sick leave without pay of over 20 days will have their anniversary date adjusted accordingly.

Parental leave will be counted as continuous service for the purposes of progression.

4.4 Salary Scales

Note: Subject to clauses 4.1, 4.2 and 4.3, steps refer to years of service.

All rates are effective from 29 July 2019

The minimum rates of pay (gross) are set out below:

| ELC Centre Manager | 29 July 2019 | |
|---------------------------|---------------------|---------------|
| (based on Licence size) | Salary | Hourly |
| ELC Centre Manager 20-34 | \$72,800 | \$35.00 |
| ELC Centre Manager 35-49 | \$76,960 | \$37.00 |
| ELC Centre Manager 50-59 | \$79,040 | \$38.00 |
| ELC Centre Manager 60+ | \$83,200 | \$40.00 |

| ELC Assistant Centre Manager | 29 July 2019 | |
|-------------------------------------|---------------------|---------------|
| (based on License size) | Salary | Hourly |
| Centre Licence 0-49 | \$69,618 | \$33.47 |
| Centre Licence 50+ | \$72,010 | \$34.62 |

| ELC Teacher/Kaiako | 29 July 2019 | |
|---|---------------------|---------------|
| | Salary | Hourly |
| Step 1 Deleted effective 1 July 2020 | | |
| Step 2 Q3 Entry (effective 1 July 2020) | \$49,862 | \$23.97 |
| Step 3 Q3+ Entry | \$50,502 | \$24.28 |
| Step 4 | \$52,520 | \$25.25 |
| Step 5 | \$54,642 | \$26.27 |
| Step 6 | \$56,805 | \$27.31 |
| Step 7 | \$59,093 | \$28.41 |
| Step 8 | \$62,130 | \$29.87 |
| Step 9 | \$64,584 | \$31.05 |
| Step 10 | \$66,206 | \$31.83 |

| ELC Educator and ELC Teacher In Training | 29 July 2019 | |
|--|---------------------|---------------|
| | Salary | Hourly |
| ELC Educator/Teacher In training 1st Year (effective 1 April 2020) | \$39,312 | \$18.90 |
| ELC Teacher In training 2nd Year | \$39,478 | \$18.98 |
| ELC Teacher In training 3rd Year | \$42,224 | \$20.30 |

| Home Based Visiting Teacher | 29 July 2019 | |
|------------------------------------|---------------------|---------------|
| | Salary | Hourly |
| Visiting Teacher | \$66,934 | \$32.18 |

4.5 Qualification Recognition for Salary Purposes

Q1 means an early childhood teacher holding the Diploma of Teaching (ECE) or its equivalent.

Q3 means an early childhood teacher holding a Bachelor Degree in Education, or Bachelor Degree in Teaching (ECE) or, Bachelor Degree in Arts with a major in Māori Studies, Psychology or Education, or an Advanced Diploma of Teaching, or Bachelor of Applied Social Sciences with a major in Education.

Q3+, from 1 July 2007, means an early childhood teacher holding a bachelor degree together with a recognised teaching qualification (e.g. Diploma of Teaching); or a four-year honours degree of teaching; or a degree completed conjointly with a bachelor degree of teaching; or 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 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.

4.6 Assistant Centre Managers Pay Rates and Scales

Assistant Centre Managers scales will be determined by the licensed number for the area of responsibility. The licensed number is determined by the number of children licensed to attend the centre in the area of responsibility. Should the license number change, an effected employee or employer may request a salary review. The employee and the employer may be represented at such review.

4.6.1 Higher Duties Allowance – Early Learning Centre

A Higher Duties Allowance at the Assistant Centre Manager rate appropriate under clause 4.4 will be paid to an employee acting in the Assistant Centre Manager or person responsible role when the Centre Manager is absent for one or more full consecutive days where the Assistant Centre Manager is also absent or where there is no Assistant Centre Manager.

4.6.2 Cover for Visiting Teacher

Where a Visiting Teacher is absent for five consecutive days or more a qualified and certificated early childhood teacher will be employed or otherwise allocated to fulfil that role.

4.6.3 Higher Duties Allowance – Home Based

A higher duties allowance of the difference between the employee's usual rate and the Visiting Teacher rate appropriate under clause 4.4 will be paid to an employee acting in the Visiting Teacher role when the Visiting Teacher is absent for five or more consecutive days.

4.7 Employment of Primary Teachers

A qualified certificated primary teacher with no early childhood education benchmark qualification may be employed by Barnardos as an early childhood education teacher on the condition that they are enrolled in an early childhood teaching and learning qualification (at level 7 or above on the National Qualifications Framework). During this period the employee will be paid on the beginning step of the certificated early childhood teacher scale. Progression up the teacher scale will only occur on the achievement of an early childhood and learning qualification at level 7 or above framework at the date of qualification.

4.8 In Training Teachers

Barnardos agrees to employ teachers in training with the expectation that employees will complete the requirements of a Teaching Council recognised ECE qualification.

If the employee requests a deferment to their training for reasons acceptable to the employer e. g serious illness, the employee will remain on their applicable in-training rate for an agreed specified period of time.

If the employee withdraws from training or fails to meet course requirements or defers their training for reasons unacceptable to the employer, four weeks' notice in writing will be given to the employee that their rate of pay will be at the unqualified pay rate.

4.9 Improved Qualifications

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:

- (a) Where qualifications are improved at the end of the academic year - the commencing date of the following calendar year, that is 1 January; or
- (b) Where qualifications are improved during an academic year – the date of the official notification from the relevant tertiary provider of achievement of qualification.

4.10 Payment of Salary

The applicable salary is payable for all hours worked. Salary payments will be made on the Thursday following the end of the fortnightly pay period.

4.11 Payment over Christmas/New Year Period

Permanent employees will, if eligible, continue to receive payments fortnightly over the Christmas/New Year holiday period. Public holidays will not adversely affect the salary payment schedule.

4.12 Confidential Pay Slip

A pay slip detailing salary paid will be supplied following every payday.

4.13 Deductions from Wages

Deductions may be made from salary for any legislative and regulatory requirements. In addition, an employee and Barnardos may agree in writing that deductions may be made from salary for any agreed purposes. Deductions can be made from the final pay for any outstanding amounts owing to Barnardos and may be made in the event of absences from work. If such a deduction is to be made, notice will be given prior to making it.

4.14 Recovery of Overpayment

In the event of overpayment of wages/salary, the employer may recover the overpayment provided that written notice is given to the employee of the intention to recover the overpayment, the amount to be recovered and the reason for the overpayment.

Where an overpayment does occur, the recovery of the overpayment shall be in a manner agreed between the employee and Barnardos.

The employer shall endeavour to ensure that the employee is not caused undue hardship as a result of any such recovery.

5.0 LEAVE ENTITLEMENTS

5.1 Entitlements

The following sections incorporate employees' entitlements under the Holidays Act 2003 and any amendments.

Employees have the ability to obtain further information about their entitlements from their union or the Ministry of Business, Employment and Innovation.

5.2 Public Holidays

The employee is entitled to the following public holidays: Christmas Day, Boxing Day, New Year's Day, 2nd January (or another day in its place), Labour Day, Provincial Anniversary Day, Good Friday, Easter Monday, Birthday of the reigning sovereign, Anzac Day and Waitangi Day. When any of the above holidays falls on a Saturday or a Sunday, it shall be observed on the following Monday.

Due to the nature of the services offered by Barnardos employees may be required, by the employer, to work on a public holiday. Where this occurs employees will be paid for the hours actually worked at the rate of 1.5 times the employee's relevant pay rate.

Employees are entitled to an alternative holiday, instead of a public holiday, if:

- a) the public holiday falls on a day that would otherwise be a working day for the employee; and
- b) the employee is requested to work and actually works (in accordance with this agreement) on any part of that day.

5.3 Annual Holidays

Annual holidays are provided in accordance with the provisions of the Holidays Act 2003 and any amendments.

5.3.1 Entitlement

Permanent and fixed term employees employed for six months or more are entitled to the equivalent of four weeks paid holiday leave per year (for part time and part year employees this is calculated on a pro-rata basis).

Employees will be paid for an annual holiday in the pay period that relates to the period during which the holiday is taken.

5.3.2 Requirements

- i) Accrued leave may be granted after three months employment by agreement. Employees must recognise the requirement to take leave at Christmas during the closedown period.
- ii) No more than three weeks unused annual leave entitlement may be carried from one anniversary date to the next, unless this is for a specific purpose (e.g. overseas travel) which has been agreed to by the Manager, with the approval of the General Manager.

It is the employer's expectation that employees will take at least half of their leave entitlement in continuous periods of at least one week.

5.3.3 Leave over Christmas Period

The employer may implement a close down period (generally over the Christmas/New Year break) during which the employees would be required to take annual leave. Barnardos will provide a minimum of 6 weeks' notice should the employee be required to take annual leave or work during this period.

5.3.4 Casual Workers 8% in Lieu of Leave

All employees who are employed casually or intermittently and irregularly during a year shall be paid 8% of their gross earnings at the end of each pay fortnight in lieu of annual holidays in accordance with the Holidays Act.

5.3.5 Applying for Leave

All leave whether it is to be paid or unpaid requires the prior approval of the employee's Supervisor and the agreement of the relevant Manager. All leave will need to be planned to fit in with service requirements. However, approval will normally be given if the workload can be satisfactorily covered during the period of leave. Paid leave must be taken before any unpaid leave will be granted. Where

practicable, two weeks' notice of an employee's intention to take annual leave must be given to the line manager.

5.3.6 Leave during School Holidays

It is recognised that some employees may need to take leave during the school holidays and whilst no guarantees can be given every effort will be made to accommodate these needs.

5.3.7 Increased Leave Entitlement

Permanent employees who have completed 7 years continuous service with Barnardos will be entitled to 5 weeks paid annual leave instead of 4 for every successive year.

5.4 Sick Leave

5.4.1 Entitlement

The following entitlements in this agreement are instead of, and not in addition to, the sick leave set out in the Holidays Act 2003 and any amendments.

- a) Permanent employees and fixed term employees employed for six months or more shall be entitled to ten days sick leave in each ensuing period of 12 months. Sick leave is paid according to the employee's relevant daily pay.
- b) Employees who work on a casual basis are entitled to sick leave of five working days per year, as per the Holidays Act 2003, calculated on the basis of the Employee's relevant daily pay.

Sick leave may be taken when:

- (i) an employee is sick or injured; or
- (ii) an employee's spouse (includes de facto) is sick or injured; or
- (iii) a person who depends on an employee for care is sick or injured.

For the avoidance of doubt, dependency on the employee shall include the employee's spouse or partner, a dependent child or dependant parent of the employee or of the employee's spouse or partner or any relative or person who is demonstrated to have a dependency on the employee.

Where an employee taking annual holidays:

- (a) becomes sick or injured; or
- (b) has a spouse or dependant who becomes sick or injured

Barnardos may agree to record that period of sickness or injury as sick leave (rather than as annual holidays), where the Employee provides Barnardos with proof of that sickness or injury relating to the relevant time for which the sick leave is claimed and the employer accepts that it was a significant sickness or injury.

If an employee has been allowed to take annual holidays and, before the employee taking those holidays:

- (a) the employee becomes sick or injured; or
- (b) has a spouse or dependant who becomes sick or injured

Barnardos will allow the employee to take any period of sickness or injury that would otherwise have been taken as annual holiday, as sick leave.

5.4.2 Accumulation of Sick Leave

Unused sick leave entitlement can be accumulated annually without limit. Any accumulated sick leave will not be paid out on termination.

5.4.3 Notification of Sick Leave

An employee shall ensure that adequate notice is given to their immediate Supervisor as early as possible before the employee is due to start work on the day that sick leave is to be taken; or if that is not practicable, as early as possible after that time. Where applicable the employee shall state the projected date of return to work and shall notify Barnardos if this date changes.

5.4.4 Requirement to Supply Medical Certificate

In respect of absences of three consecutive days or more due to sickness Barnardos may require the production of a medical certificate as proof of illness.

A Manager may request a medical certificate from an employee stating that they are fit to work, or request that an employee visit their doctor to ensure that they are in good health and able to resume their normal duties.

The employer may require a medical certificate for any absence from time to time. In such cases, the employer shall pay the costs of obtaining the medical certificate.

A medical certificate must specify that the employee has been examined by the doctor and is, in the doctor's opinion, fit, or unfit, for work.

5.4.5 Long Term Sick Leave

- (i) An employee with 12 months or more service with Barnardos, who has no sick leave left, shall be granted unpaid sick leave of up to three consecutive months on production of a medical certificate from a registered medical practitioner.
- (ii) Barnardos, the employee and a NZEI Te Riu Roa representative and/or nominated support person shall explore the options available to the employee on completion of the unpaid sick leave entitlement granted under this clause. The parties will reach agreement on the appropriate option for the employee which may be an additional sick leave entitlement granted at the employer's discretion.
- (iii) An employee who has been on long-term sick leave shall be entitled to return to the same position and rate of pay they were employed in when long term sick leave commenced. Employees shall maintain any service entitlement accrued before the leave commenced.

5.4.6 Work Related Accidents

Where an employee is being paid accident compensation due to an injury sustained during working hours then Barnardos shall, at the employee's request, pay the shortfall in wages from the employee's outstanding sick leave entitlement.

5.4.7 Communicable / Infectious Diseases

Where an employee in an Early Learning Centre or a Home based Visiting Teacher contracts an infectious disease, as defined in the first schedule of the Health Amendment Act 1982 - <http://www.legislation.govt.nz/act/public/1956/0065/latest/contents.html> - or has been in contact with a sufferer from an infectious disease and is prevented by direction of the Education (Early Childhood Services) Regulations 2008 (or other regulation or relevant legislation) from attending work, special paid leave of up to five days in any one year shall be allowed for the period of infection. Such leave shall not be offset against any entitlement to sick leave. Should a medical certificate be required for any period off work under this clause, the certificate will state the form of communicable disease the employee has contracted. For clarity, clause 5.4.4 above provides details of when a medical certificate is required.

5.5 Accidents

If employees are absent from work because of an accident (whether related to work or not) Barnardos must be notified as soon as practicable after the accident so that the necessary claim forms can be lodged in accordance with the policy and procedures outlined on the intranet under payroll.

5.5.1 Payment during Recovery Period

In the event of a work injury Barnardos will pay 80% of the normal wage for the first week away from work. In the event of a non-work injury sick leave can be used. In the second and subsequent weeks 80% of gross weekly earnings will be paid by ACC according to the legislation, regardless of whether the accident was work related or not.

5.5.2 Unpaid Leave during Recovery Period

When an employee is on accident compensation Barnardos may grant unpaid leave up to 3 months for non-work-related accidents and up to 12 months for work-related accidents, unless the employee and Barnardos agree otherwise.

5.6 Rehabilitation Programme

Barnardos is committed to assist in the early, durable and full return to work of any employee recovering from injury or long-term illness.

Any employee who suffers either a work or non-work related injury or long-term illness and requires more than twelve weeks off work, will negotiate a return to work rehabilitation programme in consultation with their Manager/Team Leader and nominated medical advisor. Barnardos is entitled to be advised of the current medical advice by the employee and to obtain an independent medical assessment (at their expense) if/when there is a need to clarify the recovery time or medical status of the injury or long term illness. Confidentiality and privacy issues would be respected in this situation.

The objective of the return to work rehabilitation programme is to ensure a progressive and full resumption of work duties with full medical clearance. Both parties are to demonstrate "good faith" in this process.

When a return to work is not appropriate or practicable for medical reasons, the employee's employment may ultimately be terminated following consultation with the employee and obtaining and considering relevant medical advice.

5.7 Bereavement/Tangihanga Leave

An employee shall be entitled to up to five days leave without loss of pay on each occasion of the death of the employee's partner, father, mother, brother, sister, child, mother or father-in-law, grandparent, grandchild, or where an employee needs to discharge an obligation and/or pay their respects to a deceased person with whom they have 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). Leave may be extended at the discretion of the employer and leave may be applied in the case of a relative or close friend not specified herein, provided that the various family relationship terms used above include step, de facto and homosexual relationships.

If further bereavement leave is required, employees can apply for domestic leave or unpaid leave. Application for bereavement leave must be made through the employee's Supervisor and will require the agreement of the appropriate Manager.

The employee shall ensure that notice is given to Barnardos as soon as practicable on the first day of absence.

In granting leave the Supervisor must administer these provisions in a culturally sensitive manner taking into account:

- (a) The closeness of the association between the employee and the deceased. (Note: This association need not be a blood relationship.)
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- (c) The amount of time needed to discharge properly any responsibilities or obligations.
- (d) Reasonable travelling time shall be allowed for, but for cases involving overseas travel that may not be the full period of travel.

Note: This entitlement is inclusive of and not in addition to the Bereavement Leave Entitlement provided for in the Holidays Act 2003.

5.8 Leave Record

Barnardos is obliged under the Holidays Act 2003 to keep a written holiday and leave record for each employee.

Employees are entitled to have access to, a copy of or a certified extract from the holiday and leave record pertaining to them, upon request. All requests will be dealt with as soon as practicable by Barnardos.

5.9 Jury Service

Where an employee is obliged to undertake jury service, the employee must advise their Supervisor.

At least two weeks' notice of such duty must be provided to Barnardos. Where an employee is obliged to undertake jury service he/she shall continue to be paid by the employer at ordinary rates provided that the fees (excluding reimbursing payments) paid by the court shall be paid to the employer by the employee,

- and the employee produces the court expenses voucher to the employer within one week of the employee receiving it
- and the employee will return to work immediately on any day she/he is not actually serving on a jury.

5.10 Extended Unpaid Leave

Upon application in writing leave without pay up to a period of twelve months may be approved by the General Manager. Leave without pay will be granted only when all annual leave entitlements have been first expended and the period of leave without pay shall not be credited as service for any subsequent service-related entitlement calculations. This leave will interrupt but not break service.

If the employee taking leave is unable to give exact guaranteed dates of absence, placement on return from leave without pay is conditional on a suitable vacancy and grading, and location cannot be guaranteed.

The above shall not apply in the case of an employee returning from Parental Leave as service is deemed to be unbroken for the whole of the period of Parental Leave.

5.11 Parental Leave and Paid Parental Leave

Upon application parental leave is available according to the terms and conditions of the Parental Leave and Employment Protection Act 1987 and its amendment, which provides eligible parents up to 52 weeks unpaid leave.

The Parental Leave and Employment Protection Act 1987 and its amendments provides eligible parents with a tax-funded payment.

Eligibility for Parental Leave and Paid Parental Leave is subject to the following conditions:

- a) The employee has, at the expected date of delivery or adoption, worked for Barnardos for a period of 6 months, for not fewer than 10 hours per week.
- b) The employee must be either giving birth, assuming the primary care of a baby when their partner gives birth, or providing the primary care in adopting a child under 5 years of age.

Clause 5.11 shall not apply in the case of an employee returning from Parental Leave. Service is deemed to be unbroken for the whole of the period of Parental Leave.

5.11.1 Barnardos Post Parental Leave Support

Childcare support is offered to employees, with service of 12 months or more at the time of the birth or adoption of the child, upon return to work after a period of parental leave as follows:

- a) Barnardos childcare services up to a maximum of the equivalent market value of Barnardos Early Learning for 30 hours per week will be provided for up to 16 weeks, immediately following the return to work, subject to availability and at no cost to the employee.
Note: the hours of subsidised care provided will be limited to the equivalent number of hours worked throughout this 16 week period.
- b) An additional three days domestic leave, for the first 12 months, upon return from parental leave.

6.0 TERMS OF EMPLOYMENT

6.1 Period of Notice

Employment can be terminated after 4 weeks written notice by either party. Nothing in the previous statement negates the need to go through due process.

Where employment is terminated without the required written notice, the required notice period will be paid or forfeited as the case may require. In some circumstances the period of written notice required may be varied with the agreement of both parties.

In the event of the termination of a fixed term employee's employment by Barnardos for any reason (including, but not limited to, redundancy) before the date or event specified in his or her individual letter of offer, the Employee will receive notice in accordance with this clause 6, but will not be entitled to be paid out for the remainder of his or her fixed term period of employment that is not worked.

In the case of serious misconduct, employment may be terminated without notice. Refer to the Barnardos Code of Conduct policy.

6.2 Record of Service

If an employee is leaving Barnardos they will, on request, be given within 7 days, a certificate in writing stating the position held and length of service. Record of Service must be on Barnardos letterhead and signed by the appropriate manager.

6.3 Complaints/Competency/Discipline

6.3.1 General

The following principles shall be used in addressing complaints against employees and matters of discipline and competence to ensure that such matters can, in the interests of the parties, be fully and fairly addressed. Many complaints will be able to be resolved by discussion between Barnardos and the employee concerned without the need to take the matter any further. Barnardos should, wherever appropriate, seek to resolve complaints in this manner in the first instance. Questions of competence, conduct and/or discipline should be handled in a manner which as far as possible protects the mana

and dignity of the employee concerned. Employees may seek whanau, family, professional and/or NZEI Te Riu Roa support in relation to such matters.

6.3.2 Competency

Where there are matters of competency, which are causing concern in respect of any employee, Barnardos shall put in place appropriate assistance and personal guidance to assist that employee. This may include obtaining, at Barnardos expense, a report from a mutually agreed registered medical practitioner or other professional where appropriate. When this assistance and guidance has not remedied the situation, the following provisions should govern the action taken:

The employee must be advised in writing of the:

- a) specific matter(s) causing concern
- b) the corrective actions(s) required to address the matter(s)
- c) the timeframe within which this action(s) must be undertaken and linked to the competency matter(s); and
- d) their right to seek representation at any stage

The timeframe in sub clause (c) above should be determined by Barnardos, or a delegated person, and be relevant to the matter(s) causing concern. In setting this timeframe Barnardos may take into account previous opportunities given to the employee to address the competency matter(s) causing concern.

The process and results of any evaluation are to be recorded in writing and sighted by the employee.

A copy of any written report provided to Barnardos or to the Education Council (where appropriate) made by any person or persons undertaking the evaluation shall be given to the employee.

No action shall be taken on a report until the employee has had a reasonable time to comment (in writing or orally or both).

6.3.3 Discipline

6.3.3.1 In any disciplinary action the following procedures shall be observed.

- (i) The employee must be advised by Barnardos of their right to request assistance, including NZEI Te Riu Roa assistance, and/or representation at any stage.
- (ii) The employee must be advised in writing of the specific problem and be given a reasonable opportunity to provide an explanation.
- (iii) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by Barnardos.
- (iv) The response of the employee must be considered before a decision is made.
- (v) The employee must be, if appropriate in the circumstances, advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues.
- (vi) The notification of the problem, process and results of any action are to be recorded in writing and signed by the employee as having been seen.

6.3.4 Suspension

In the case of serious misconduct, nothing in this clause prevents suspension with or without pay, temporary placement on other duties, or dismissal without notice. Where an employee has been suspended and the allegation is subsequently found to be without substance the employee must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.

6.3.5 Instant Dismissal

Nothing in clause 6.3 prevents instant dismissal without notice in the case of serious misconduct.

6.4 Change Management

6.4.1. Definitions

Redundancy is a situation that occurs when the employment of the employee is terminated by Barnardos because the employee's position has or will become surplus to the future operational requirements of Barnardos because of close-down, restructuring or transfer of function.

Close-down means that Barnardos proposes to cease to operate a part of its business.

Restructure means that Barnardos proposes to put in place changes to a part of its business.

Transfer of function means that Barnardos proposes to have a part of its business carried out by another employer as per the definition of "restructure" in section 69L(1) of the Employment Relations Act 2004 and its amendments.

Redeployment means that Barnardos transfers the employee to a suitable alternative position with the employee's agreement.

As a consequence of close-down, restructure or transfer of function, an employee's position may become surplus to the future operational requirements of Barnardos in which case the employee will be made redundant.

6.4.2 Change Management Process

In the event the employer considers that the employee's role could be affected by redundancy or could be made redundant, the employer shall consult with the employee and NZEI Te Riu Roa regarding the possibility of redundancy. In the course of this consultation the employer shall provide to the employee and NZEI Te Riu Roa sufficient information to enable understanding and meaningful consultation, and shall consider the views of the employee with an open mind before making a decision as to whether to terminate the employee's employment due to redundancy. Nothing in this clause limits the legal rights and obligations of the parties.

6.4.3 Notification of Redundant Position(s)

Employees affected by the redundancy and NZEI Te Riu Roa will be contacted in person and informed verbally before any official announcement is made to other employees, the media, suppliers, other Managers or other third parties.

Employees affected will then be formally notified in writing as soon as possible after receiving verbal notification.

6.4.4 Period of Notice of Redundancy

Barnardos will give written notice of not less than four (4) weeks to any employee whose position has been declared redundant. This notice period is not in addition to that provided in clause 6.1.

6.4.5 Employee Protection

This clause only applies to employees to whom Subpart 2 of Part 6A of the Employment Relations Act 2000 and its amendments applies.

In case of transfer of function, as defined in clause 6.4.1, Barnardos will, as soon as reasonably practicable, notify the employee and NZEI Te Riu Roa that transferring to the new employer or redeployment within Barnardos is a possibility.

In such situations, Barnardos will take the following steps as soon as is reasonably practicable:

- Advise the proposed new employer that that affected employees are members of NZEI Te Riu Roa and covered by this Agreement.

- Endeavour to obtain employment of the employees with the new employer.

- Give affected employees and NZEI Te Riu Roa notice of:
 - The proposed change.
 - Who the proposed new employer is.
 - Whether the proposed new employer intends to take on some or all of the affected employees, and if so, the likely nature of those opportunities.
 - Whether the proposed new employer is a party to a Collective Agreement that covers the work to be done by the affected employees.

- Facilitate discussions between NZEI Te Riu Roa and the proposed new employer about terms and conditions of the affected employees.

If the proposed new employer is a party to a collective agreement that covers the work to be done by affected employees, Barnardos will use their best endeavours to negotiate with the proposed new employer for affected employees to be offered, in negotiations with NZEI Te Riu Roa, the more favourable of the terms and conditions of the agreement, which is already in place, or the terms and conditions of this Agreement.

If the proposed new employer is not a party to a collective agreement that covers the work to be done by affected employees, Barnardos will use their best endeavours to negotiate with the proposed new employer for affected employees to be offered, in negotiations with NZEI Te Riu Roa, the more favourable of any standard terms and conditions of individual employment agreements or the terms and conditions of this Agreement.

6.4.6 Alternative Employment

In all cases, Barnardos will first discuss suitable alternative employment options with affected employees including redeployment within the organisation. When doing this, Barnardos will take into account the employee's skills and experience and provide reasonable retraining support within the employee's capability for the alternative position.

Further support may include providing information on the employee's employment status, granting time off work to attend job interviews or pursue retraining possibilities. Barnardos Employee Assistance Programme will be available in accordance with current policy.

6.4.7 Redundancy Compensation

Employees shall be entitled to redundancy compensation based on 4 weeks' pay.

6.5 Abandonment of Employment

Abandonment of employment occurs when an employee is absent from their place of work without authorisation or explanation for a period beyond five (5) working days.

When unauthorised absence occurs without notification, Barnardos will attempt to contact the employee and advise them that they are expected to return to work.

If the employee does not make reasonable efforts to contact their Supervisor or does not have an adequate explanation for their absence, the employee shall be deemed to have terminated their employment with Barnardos without notice.

7.0 HEALTH AND SAFETY

Under the Health and Safety in Employment Act (2002), Barnardos is required to take all practicable steps to ensure the safety of all employees, clients and customers on Barnardos premises. The Act addresses the management of hazards, accidents and emergency procedures and safety training for Barnardos.

7.1 Employee Obligations

Barnardos and employees are required to take reasonable steps to ensure the safety of themselves and others. Employees shall follow all reasonable directions of their Supervisor and abide by all health and safety policies of Barnardos.

7.2 Smoking Policy

Each Barnardos centre has a non-smoking policy which must be complied with.

8.0 USE OF MOTOR VEHICLES AND RELATED EXPENSES

8.1 Employees using Private Cars on Barnardos Business

8.1.1 Reimbursement Rates

Employees required by Barnardos to use their own vehicles for work will be reimbursed at a flat rate of 70 cents per kilometre.

8.1.2 Vehicle Reimbursement Claims

Reimbursement is usually made for the distance from the office to the place an employee is visiting. However on occasions it may be shorter and more convenient to go directly from home and then claims may be made for reimbursements for this distance. This is to cover any additional mileage over and above what would be expected in going directly between work and home.

Where available, Barnardos vehicles will be used for service work.

8.1.3 Insurance Cover for Private Vehicles

All employees who use a private motor vehicle for Barnardos business are recommended to have insurance cover under a domestic policy.

In the event of a claim by an employee where the vehicle is being used for Barnardos business the employee should, in the first instance, claim on their domestic policy.

If this claim is declined on the basis of non-commercial cover by the employee's insurers or the employee does not have an insurance policy, then the employee should make a claim on Barnardos' insurers through the appropriate internal channels.

Subject to the conditions of clause 8.1.4, in the event of a claim made by an employee on their domestic insurance policy, where that employee is required to pay an excess and/or lose a no-claims bonus, Barnardos will consider covering these costs on a case-by-case basis.

8.1.4 Accident Insurance

In case of an accident caused by an employee liability for any excess that is required to be paid by their own particular policy is their responsibility and employees should ensure that they have adequate cover.

8.2 Use of Barnardos Vehicles

8.2.1 Evidence of Unendorsed Current Drivers Licence

To use a Barnardos vehicle an employee must have a current Driver's Licence which should be seen by their Manager and have completed an application form to drive a Barnardos vehicle.

8.2.2 Accident in Barnardos Vehicle

In the event of an accident caused by an employee who has not abided by these provisions, the employee may be required to meet some or all of the costs not covered by insurance.

The decision as to whether an employee will be required to pay any of these costs is at the discretion of Barnardos. This will be enforced when gross negligence has taken place or when there has been misuse of the motor vehicle.

8.3 Private Use of Barnardos Vehicles

In general, this is not permitted without prior approval of the General Manager. Where it is permitted a small charge may be made towards the running costs.

8.4 Employee-Owned Vehicles

No equipment and fitting or repairs to employee-owned vehicles may be charged to Barnardos without prior consent of the General Manager, e.g. car seat belts for children.

9.0 EXPENSES AND REIMBURSEMENT

9.1 Accommodation and Related Expenses

Employees who are required to be away from home overnight as part of their employment obligations to Barnardos, will be reimbursed actual and reasonable expenses for meals and accommodation. Approval to travel should be negotiated with the appropriate Manager prior to the trip being undertaken.

Employees will be reimbursed within 10 working days on production of receipts for any actual and reasonable costs incurred as part of work related travel. This will include out of pocket expenses incurred when employees are required to be away from home (fares, transport to/from point of departure) and other reasonable expenses as agreed beforehand.

Where accommodation and related expenses are such that financial hardship may occur to employees prior to normal reimbursement, these may be made immediately on receipt of the claims from the employee.

9.2 Telecommunications

No employee can claim for telephone rental. If an employee makes a business toll call on a private phone they should claim using a monthly claim form. If they make a private call on a Barnardos telephone they must make a reimbursement for any charges, and normally prior approval should have been obtained before making such calls.

9.3 Teacher Certification

Barnardos will reimburse the cost of initial teacher certification and the renewal of practising certificates for all registered teachers in their employ. In the event a teacher tenders their resignation within 6 months of Barnardos reimbursing the costs of certification and renewal of practising certificates, the employee will be liable to pay a proportion of costs to Barnardos as a deduction from their final pay.

Professional and competent teachers are critical to the success of Barnardos Early Learning Child Care services.

Failure to retain certification has a direct impact on the quality of Barnardos child care services and the revenue provided by the Ministry of Education.

Teachers are required to follow Barnardos policies and procedures to ensure that the renewal dates and requirements are met to ensure the practising certificate is always current.

If a teacher does not follow the Barnardos policies and procedures they will be required to meet all of the Education Council costs incurred in obtaining their practising certificate.

Barnardos will ensure that an induction and mentoring programme, including paid release time, is available to each teacher in their employ working towards full registration as per Barnardos Teacher Certification Policy.

A gross payment of \$800 per annum is payable to each Barnardos employee who is approved as mentor teacher and meets Barnardos requirements with regards to supporting a provisionally certificated teacher through the induction and mentoring programme.

Approval for a mentor teacher to mentor more than one provisionally certificated teacher concurrently may be given but the mentor teacher shall only receive one allowance.

10.0 HARASSMENT OR BULLYING

All employees have the right of freedom to work for Barnardos without the fear or concern of harassment or bullying.

Harassment and bullying are behaviours that are not legitimate, unwanted by the recipient, repeated or of a significant nature and that have a detrimental impact on the recipient's work environment or performance.

Harassment or bullying by an employee, either of another employee or a person who has contact with Barnardos, will not be tolerated and appropriate action will be taken to remedy any complaint.

Sexual Harassment

Barnardos acknowledges that sexual harassment in the work place is totally unacceptable.

- A. Sexual harassment includes asking for or suggesting:
 - * sexual intercourse;
 - * sexual contact; or
 - * any other form of sexual activity; and

- B. Sexual harassment can also be the use of *unwelcome* or *offensive* language, physical behaviour or visual material of a sexual nature, particularly if it is used in a *repeated* or *severe* manner (of such a significant nature that it has a detrimental effect on the person).

If an investigation of any allegations determines that an employee has been sexually harassing any other employee (or sexually abusing a child in Barnardos care), this will be regarded as serious misconduct and will be likely to result in summary dismissal.

11.0 CONFIDENTIALITY AND CONFLICT OF INTEREST

11.1 Access to Confidential Information

As part of normal duties an employee may obtain or have access to confidential information concerning Barnardos and/or its clients. Under no circumstances is use to be made of this information except for the purposes directly related to the business objectives of Barnardos, while in Barnardos employment or after employment has ceased.

All information about Barnardos, its operations, the way it provides its goods and/or services, employees' information, confidential financial transactions and the like, including information contained in emails, is to be properly secured against unauthorised access.

Any breach of confidentiality is likely to be regarded as serious misconduct warranting summary dismissal.

11.2 Release of Confidential Information about Individual Employees

Barnardos will not divulge confidential information about an individual employee without their written authorisation to anyone other than to an individual or agency lawfully authorised to require such information.

11.3 Conflict of Interest

At all times Barnardos interest must come first and employees must declare in writing to the appropriate manager, any situations in which the employee's own interest, financial or otherwise could come into conflict with the interests of Barnardos.

11.4 Outside/Secondary Employment

Outside employment may constitute a conflict of interest if it:

- involves providing goods and/or services substantially similar to those of Barnardos; or
- lessens the efficiency, alertness or productivity normally expected of employees in their jobs; or
- otherwise conflicts with the interests of Barnardos.

11.5 Declaration of Outside/Secondary Employment

Any permanent employee who holds secondary employment at the time of their appointment or obtains secondary employment after their appointment must declare this information in writing to Barnardos.

11.6 Restraint of Trade

Employees shall not at any time during the term of their agreement, or for the period of six months after they leave Barnardos:

- (a) establish a competitive ECE service within a radius of four (4) kilometres of a Barnardos ECE Service without the express written consent of Barnardos, provided that such consent will not be unreasonably withheld, or;
- (b) solicit, entice or encourage any employee, contractor or client to leave Barnardos.

Barnardos recognises employee's rights to pursue work that utilises their skills, knowledge and experience. However we reserve the right to ensure that we protect our own business interests. This will mean that an employee is prevented from removing any material from our premises after they have given written notice of terminating their employment with Barnardos.

11.7 Copyright

All written material produced by employees in the course of their work with Barnardos (including computer programmes and spread-sheets) will remain the property of Barnardos unless an agreement in writing has been reached with the appropriate General Manager before the work is undertaken. This does not include personal teaching resources such as workbooks.

The employee is not permitted to remove any material from Barnardos premises, after written notice of termination of employment with Barnardos is issued by either employer or employee.

12.0 UNION PROVISIONS

12.1 Deduction of Union Fees

With the written consent of individual NZEI Te Riu Roa members, Barnardos shall arrange for the deduction of union fees for all members covered by this Agreement who so request.

Union fees shall be remitted to NZEI Te Riu Roa on a fortnightly basis accompanied by a schedule of members for whom the deduction has been made.

12.2 Union Access and Meetings

In accordance with the Employment Relations Act 2000, a representative of NZEI Te Riu Roa shall be entitled to enter a workplace at all reasonable times for purposes related to the employment of its members and to the union’s business. The representative will exercise this right in a reasonable way, having regard to the normal operations of the workplace and will comply with any reasonable procedures and requirements relating to health and safety or security.

Representatives of NZEI Te Riu Roa have access to the workplace in accordance with the provisions of the Employment Relations Act 2000.

Union meetings may be held by NZEI Te Riu Roa in accordance with the provisions of the Employment Relations Act 2000.

12.3 Employment Relations Education Leave

Employment Relations Education Leave of up to 5 days per year shall be available to NZEI T Riu Roa members as follows

| <i>Full time equivalent eligible employees as at the specified date in a year</i> | <i>Maximum number of days of employment relations education leave that union entitled to allocate</i> |
|---|---|
| <i>1-5</i> | <i>3</i> |
| <i>6-50</i> | <i>5</i> |
| <i>51-280</i> | <i>1 day for every 8 full-time equivalent eligible employees or part of that number.</i> |
| <i>281 or more</i> | <i>35 days plus 5 days for every 100 full-time equivalent eligible employees or part of that number that exceeds 280.</i> |

Such leave shall be calculated and administered in accordance with the provisions of Part 7 of the Employment Relations Act 2000.

13.0 EMPLOYMENT RELATIONSHIP PROBLEMS

Employment relationship problems will be resolved in accordance with the processes outlined in the First Schedule to this agreement.

BARNARDOS NEW ZEALAND/NEW ZEALAND EDUCATIONAL INSTITUTE TE RIU ROA

TERMS OF SETTLEMENT 2020

CHANGES TO THE COLLECTIVE AGREEMENT:

1.3 Duration of Agreement

This Agreement shall commence on 1 July 2020 and shall expire on 30 June 2021.

1.2.1 No Pass On

This Agreement reflects both a process of constructive engagement and a significant investment by NZEI Te Riu Roa and its members and Barnardos New Zealand.

The parties agree that, consistent with the principles of the Employment relations Act 2000 and except as provided by s.63 of that Act, the terms and conditions agreed at the date of settlement of this Agreement that the increases may be passed on to non-members 6 months from date of ratification.

9.3 Teacher Certification

The addition of the following paragraph to this clause as follows:

Barnardos will reimburse the cost of initial teacher certification and the renewal of practising certificates for all registered teachers in their employ. In the event a teacher tenders their resignation within 6 months of Barnardos reimbursing the costs of certification and renewal of practising certificates, the employee will be liable to pay a pro-rata proportion of costs to Barnardos as a deduction from their final pay.

4.4 Salary Scales

From the commencement of this agreement the following salary changes take effect

| ELC Teacher/Kaiako | | | |
|--------------------|--------------------------------|---------------------------------------|---------|
| Steps | Qualifications | Salary | Hourly |
| 1 | | No longer applicable from 1 July 2020 | |
| 2 | Q3 Entry effective 1 July 2020 | \$49,862 | \$23.97 |
| 3 | Q3+ Entry | \$50,502 | \$24.28 |
| 4 | | \$52,520 | \$25.25 |
| 5 | | \$54,642 | \$26.27 |
| 6 | | \$56,805 | \$27.31 |
| 7 | | \$59,093 | \$28.41 |
| 8 | | \$62,130 | \$29.87 |
| 9 | | \$64,584 | \$31.05 |
| 10 | | \$66,206 | \$31.83 |

| ELC Educator/Teacher In Training | Salary | Hourly |
|--|----------|---------|
| ELC Educator/ ELC Teacher in Training 1 st Year | \$39,312 | \$18.90 |
| ELC Teacher in Training 2 nd Year | \$39,478 | \$18.98 |
| ELC Teacher in Training 3 rd Year | \$42,224 | \$20.30 |

ELC Assistant Head Teacher is to be renamed ELC Assistant Centre Manager.

4.8 Employment of Primary Teachers

An adjustment to clause 4.8 is made as follows:

A qualified certificated primary teacher with no early childhood education benchmark qualification may be employed by Barnardos as an early childhood education teacher on the condition that they are enrolled in an early childhood teaching and learning qualification (at level 7 or above on the National Qualifications Framework). During this period the employee will be paid on the beginning step of the certificated early childhood teacher scale. Progression up the teacher scale will only occur on the achievement of an early childhood and learning qualification at level 7 or above framework at the date of qualification.

4.3 Pay Progression

The inclusion of the following to clause 4.3 to ensure progression through the steps is applied only to eligible union members.

An employee who is a current union member will progress through the steps on the relevant pay scale on an annual basis on the employee's anniversary date, subject to competent performance as determined by the Barnardos performance agreement model.

One Off Payment

Any NZEI member as of 1 July 2020 who does not receive a pay increase in the term of the agreement through a step increase will receive a one-off gross payment calculated as follows:

- Those working less than 30 hours per week will receive \$100
- Those working 30 hours or more will receive \$150

Technical changes

- Replace reference to Head Teachers with Centre Manager and Assistant Head Teacher to Assistant Centre Manager throughout the collective agreement
- Replace registered with certificated
- Remove clause 4.6 as no longer relevant. This clause related to the previous remuneration scales relevant to FTE staff numbers which were changed to reflect licence size in previous negotiations.

Apart from the changes detailed in the terms of settlement, there are no other changes to the existing 2019-2020 collective agreement.

MATTERS OUTSIDE OF THE COLLECTIVE AGREEMENT:

Visiting Teacher Review

During the term of the agreement Barnardos will undertake a review of the Visiting Teacher position, using an appropriate job evaluation tool, that supports equitable assessment and leveraging the work already undertaken with NZEI as part of the pay equity process, to ensure internal relativities are supported by clear evidence.

Pay Parity and Support for Fair Funding for the Sector

The parties agree that a strong Early Learning sector and profession is good for children and families. As such the parties are committed to pay parity with qualified and certificated teachers in kindergarten, primary and secondary education sectors for qualified and certificated teachers at Barnardos.

If greater funding for the purpose of pay parity is achieved before the expiry date of this Agreement the parties agree to return to the table.

To further support a strong early learning sector Barnardos sees the value in aligning support and messaging in raising issues facing the sector where appropriate with NZEI Te Rui Roa and commit to continuing to work together.

SIGNATURE OF AGREEMENT

For NZEI Te Riu Roa

Dated

For Barnardos

Dated

Schedule 1: Employment Relationship Problems

The following is an explanation for employees covered by this agreement of the services available to them to resolve employment relationship problems:

Notification of Employment Related Problem

If you at any time think you have an employment problem then you must let your Manager or Supervisor know immediately. We can then try and resolve it with you then and there.

We realise that you may not feel comfortable approaching your direct Manager or Supervisor with your employment problem and in that case you can go to another Manager or People and Capability team member you feel comfortable with.

Some of the problems that may need to be resolved include things like personal grievances, disputes, claims for unpaid wages, allowances or holiday pay.

Personal Grievances

If you feel you have grounds for a personal grievance with Barnardos (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then you must within 90 days of the action occurring, or the grievance coming to your notice, raise the grievance with your Manager or Supervisor.

With a personal grievance you can either tell us, or put your grievance in writing. To avoid any confusion or misunderstandings you might want to make sure you put your grievance in writing. That way we both know exactly when your personal grievance was raised. We can then respond to your claim within 14 days of receipt.

If you raise your grievance out of the 90-day time frame, Barnardos can choose to accept the late grievance or reject it. If Barnardos chooses to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

Employment Problem Resolution Options

Representation

At any stage you are entitled to have a representative working on your behalf, and we will work with you and that person to try to resolve the problem. Barnardos can also choose to have a representative working on their behalf.

Mediation

If you do not feel that our response has resolved the employment problem then you can contact Mediation Services for free help. Their number is in the white or blue pages of the telephone book under "Labour, Department of". The mediator will try and help us resolve the problem, but will not make a decision as to who is right or wrong unless we both request this.

Employment Relations Authority

If after using the Mediation Services the employment problem is still not resolved to your satisfaction you have the option of applying to the Employment Relations Authority for assistance. This is a formal step and you might want to have someone representing you. The Authority will investigate the problem, and make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

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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