

Salvation Army Early Childhood Education

Collective Agreement

As Amended September 2024

17 July 2024 to 16 July 2027



**NZEI
TE RIU ROA**

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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 Terms

*Early Childhood Education Centre, Newtown
William Booth Educare, Upper Hutt
Kids Matter 2 Us, View Road, Waitakere City
Mt Wellington Early Childhood Education Centre, Auckland*

Part 1—Parties and Term

- a) The parties to this agreement are:
- NZEI Te Riu Roa, and
 - The Salvation Army New Zealand Trust (The Salvation Army)
- b) This Collective Agreement shall commence on the day following ratification (“the Effective Date”) and expire on 16 July 2027. However, the remuneration rates referred to in this agreement apply from 17 July 2024 unless otherwise specified in this agreement.

The parties agree that they will return to the bargaining table to discuss and negotiate in good faith the remuneration for all employees covered by this Collective Agreement at the following times:

- (i) 12 months after the Effective Date, and
- (ii) 24 months after the Effective Date.

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, Newtown*
 - *William Booth Educare, William Booth Grove, Upper Hutt*
 - *Kidz Matter 2 Us, View Road, Waitakere City*
 - *Mt Wellington Early Childhood Education Centre, Auckland.*
- b) For the purposes of this employment agreement Clerical Workers, Cleaners, Caretakers and Cooks are 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) 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 variation will be subject to ratification by NZEI Te Riu Roa members using the appropriate ratification procedure. The parties will ensure all employees potentially affected by the variation are fully and genuinely consulted. Where agreement on a variation

is reached in principle between the parties, the variation will be set out in writing and potentially affected employees will have the opportunity to vote. If the union's ratification threshold is met, the variation will be signed and attached to this collective agreement. Where there have been employees identified as unable to comply with the proposed variation they shall be offered agreed suitable alternative arrangements

- c) No employment agreement that applies to employees who are covered by this Collective Agreement will contain trial periods pursuant to sections 67A and 67B of the Employment Relations Act 2000.

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 2020 and any other express statutory provision, The Salvation Army shall not disclose personal information relating to the employee to any person, except with their written consent or as provided in this agreement.
- d) The employee shall not, either during the course of employment or post-employment, divulge or communicate any confidential information regarding The Salvation Army or its clients or employees or, subject to the provisions of the Privacy Act 2020, disclose personal information relating to any employee or client of The Salvation Army, or any person connected with or in the care of The Salvation Army.
- 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 & Regulated Products Act 1990 and subsequent amendments, every Salvation Army workplace 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, 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

- **Early Childhood Centre** means a centre licensed under the Education (Early Childhood Centres) Regulations 2008.
- **Employee** means a person employed in any of the occupational classifications listed in **Part 5 (a)** and relating to the supervision, care and education of children in a registered Early Childhood Centre.

- **Full-Time Employee** means an employee whose ordinary hours are between 30 and 40 hours per week.
- **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.
- **Short-Term Reliever** is a person employed to relieve in an existing position for not more than two weeks. The term of relieving shall be agreed prior to commencement of duties. A short-term reliever shall be paid the appropriate hourly rate for ordinary hours worked and 8% holiday pay for each period of engagement. Short-term relievers will be paid a minimum of two hours on each day of employment.
- **Long-Term Reliever** is a person employed to relieve in an existing position for more than two weeks. The term of relieving shall be agreed prior to commencement of duties. A long-term reliever shall be paid the appropriate hourly rate. A long-term reliever shall have the same leave entitlements and conditions as full-time and part-time employees, adjusted pro-rata to the length of the term of relieving.
- **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.
- **Relevant Training Qualifications** means those qualifications which are defined in [Part 5 \(b\)](#).
- **Director** means The Salvation Army officer or employee in charge of the centre.

a) **Classification of Employees**

- **Manager** means an employee whose duties include administration work, professional support and/or childcare duties, including being in charge of a service, staff and children and who has responsibility for the programme and daily routines of the centre.
- **Assistant manager** means an employee whose duties include substantial responsibility for significant aspects of the normal duties of the manager as well as childcare duties and who carries out the manager's duties when the manager is absent.
- **Early childhood teacher** means an employee engaged in the care and education of the children in the centre.
- **Family day care coordinator** means an employee whose duties include the selection, monitoring of and the support of carers; the coordinating and matching of parents, children and carers in a family day-care programme.
- **Clerical worker/administrator** means a person employed to undertake clerical and/or administrative duties.
- **Cleaner** means a person employed to clean the centre.
- **Cook** means a person employed to prepare meals as required for the children in attendance at the centre.
- **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 (a) (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 (a)** of this agreement as trained for the purpose of this agreement, including employees covered by the provisions of **Part 6 (a) (ii)** of this agreement. Provided that an employee in-training may not move from one in-training step to another without providing, at the completion of each training year, evidence of continued training.
- (iii) Unqualified** means an employee who holds no relevant training qualifications specified under **Part 6 (a)**.

Part 6—Salaries and Wages

a) Relevant training qualifications

- (i)** Means a single qualification and recognised by the New Zealand Qualifications Authority—or a qualification grand parented by the New Zealand Qualifications Authority.
- (ii)** Provided that any employee currently being paid as qualified shall continue to be paid on the trained scale, including those with a single qualification.
- (iii)** Employees with qualifications obtained overseas must provide The Salvation Army with evidence of the New Zealand equivalence of those qualifications.
- (iv)** P1, P2, P3 means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above; or equivalent overseas qualifications assessed by the NZQA. This group includes teachers who have obtained their practicing certificate via the Teaching Council's discretionary pathway process, provided they have received an ECE or Primary endorsement from the Council.
- (v)** P3+ means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 7 qualification on the NZQF (i.e. not an initial teacher education qualification) which can be a Diploma (excluding a National Diploma), Graduate Diploma or Degree; or an honours degree of teaching; or equivalent overseas qualifications assessed by the NZQA or an overseas qualification where NZQA has assessed that the qualification has level 7 (graduate) study in a subject or specialist area(s) i.e. any study which is not initial teacher education.
- (vi)** P4 means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or two subject or specialist level 7 qualifications on the NZQF as listed for P3+; or a Masters degree in teaching; or equivalent overseas qualifications assessed by the NZQA.
- (vii)** P5 means a teacher holding a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and a subject or specialist level 9 qualification on the NZQF – Masters or Doctorate, or equivalent overseas qualifications assessed by the NZQA.

- (viii) Provided that any teacher currently paid as in training shall continue to be paid on the in training scale.
- (ix) Any teacher who holds the Tohu Mātauranga Diploma will be transferred to the P2 scale.
- (x) Early childhood teachers must first hold the Diploma of Teaching (ECE) or its equivalent before progressing onto the P2 or P3 scale, as applicable. Provided that any teacher currently paid on the P2 or P3 scale at the date this agreement comes into force will continue to be paid on that scale.
- (xi) A fully registered teacher who does not hold a P3 or higher qualification shall be paid on the P2 scale.

b) Salary and Wages Schedule—Early Childhood Teachers

(i) Pay scales:

If any pay rates in this Collective Agreement fall below the minimum wage during the term of this agreement, they will automatically move to ensure minimum wage compliance.

- (ii) Years of service:** Years of service for the purposes of determining wages on appointment and progression on the relevant pay scale, are years of employment as an early childhood teacher. This service must be 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. For all centres, one year's service for part-time unqualified or in-training Kaiako will be calculated based on their employment anniversary date so that progression on their wage scale steps will occur annually.

One year's service as defined above represents one step on the relevant pay scale unless otherwise stated within the relevant provisions of this Agreement.

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

Any recognized previous relevant work experience shall be credited as half service up to a maximum of two steps. When applying service credits, the employer shall however take the exceptions outlined in Parts 6(c)(i) and 6(c)(iv) into account. 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;
- Kaiārahi i te Reo;
- teacher aides / kaiāwhina;

- 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-governmental organisations;
- special education;
- social worker employed by Oranga Tamariki 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;
- educators 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 three months of their appointment. The teacher shall, at the time of application, provide evidence to the satisfaction of the employer of previous relevant paid work experience before such service will be considered for recognition under this clause.

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

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

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

(v) Staffing responsibility: Staffing responsibility shall be determined as to the number of permanent, full-time equivalent employees the Manager is responsible for. Note: centre sizes may change as a result of ECE strategic plan/Home Based Services review.

Should staff responsibility increase or decrease, an affected staff member or director can request a salary review to 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 six months after the increase or decrease, provided that this increase or decrease remains at this six-month point.

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

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

(vii) Salaries and wages on appointment: On appointment, an employee shall be paid on the relevant pay scale and step having regard to applicable qualification

group, years of previous relevant work experience, and, in the case of Managers, centre size and staffing responsibility.

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

(ix) Improved qualifications:

- Upon obtaining the appropriate qualifications for **P2, P3 or P3+**, a teacher shall be entitled to progress annually to the appropriate qualifications' maximum, provided the teacher meets the requirements for progression.
- Teachers who improve their qualification(s) shall 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.
- 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 towards the maximum step of their new qualification group from the effective date of improving their qualification(s).

(x) Transfer between scales: Qualified early childhood teachers who move from one classification to another shall be paid on the same step of the new wages schedule as they were on in their previous position or classification and continue to move through the steps of progression on the scale as defined as outlined in this agreement.

(xi) Higher duties: Where an assistant Manager is required by the Manager or director to carry out the duties of a Manager in the absence of the Manager for four or more consecutive working days, they shall be paid the rate pertaining to the Manager as determined by the centre size and staffing responsibility. Payment of the allowance will be backdated to include the previous three days.

Where a qualified early childhood teacher is required by the Manager or director to carry out the duties of a Manager in the absence of the Manager for one or more ordinary working days in any one week, they shall be paid at the rate pertaining to the Manager as determined by the centre size and staffing responsibility.

(xii) The salaries for qualified teachers as set out below are inclusive of clothing reimbursements [as per [Part 14 \(b\)](#)].

(xiii) The wages for unqualified/in-training ECE positions as set out below are not inclusive of staff meetings [of up to four hours per month as in [Part 16 \(a\)](#)].

c) Early Childhood Teachers

(i) Qualified Teachers

Early childhood teacher/kaiako

The parties agree that members under the parity scales will receive the rates listed below from the date the employer has attested to full parity, but no later than effective from 1

November 2024. All funding increases within the term of this agreement will be applied directly to the parity scales from the date received unless otherwise agreed during variation negotiations.

Table 1

Step	Qualification	Minimum annual salary - These rates apply from the date the employer has attested to and has received funding for full parity (1 Nov 2024)	Nominal hourly rate (for kaiako who are part-time or short-term relievers only)
1	P1, P2 and P3 entry	\$57,824*	\$27.80*
2		\$59,544	\$28.63
3	P3+ entry	\$61,948	\$29.78
4	P4 entry	\$64,133	\$30.83
5	P5 entry	\$67,794	\$32.59
6		\$71,869	\$34.55
7		\$76,261	\$36.66
8		\$81,566	\$39.21
9		\$85,915	\$41.31
10	P1-3 maximum	\$92,175	\$44.31
11	P3+,P4,P5 maximum	\$96,820	\$46.56

* Bottom rates will automatically adjust to match the Aotearoa NZ Living Wage rate

Translation to and placement on new Early Childhood Teacher / Kaiako scale:

The above scale applies from 2024 from the date the employer has attested to full parity as per funding. Current and new kaiako shall be placed on the step of the scale which reflects:

- (a) What their qualifications require as to their entry point to the new scale;
- (b) Each 2080 hours of recognised service working as a certificated teacher in New Zealand (licenced ECE centre, kindergarten or non-secondary school) counts as one step;
- (c) Other previous relevant work experience within the last 10 years (untrained teacher, teacher aide/kaiawhina, family daycare coordinator in licenced home-based education and care services, overseas teaching experience if agreed between the employer and employee); each 4160 hours counts as one step;
- (d) No kaiako will have their salary reduced as a result of translation onto this scale.

Progression

Kaiako shall progress to the next step in the scale where they have completed 2080 hours of work on that step and are assessed as having met the Teaching Council Standards/ Ngā Paerawa for certification.

Where a teacher has been assessed as not meeting the Teaching Council standards, salary progression may be deferred. A kaiako/teacher must demonstrate they meet the standards to progress through the salary scale, and may seek advice and support from NZEI Te Riu Roa.

(ii) Assistant Managers & Managers

The parties agree that Assistant Managers will receive the greater of:

- (a) the appropriate rate listed below as per the definitions; or

(b) the higher duties payment, or

(c) the appropriate pay as per the qualified Kaiako full parity scale in (i) above.

Salaries listed below will apply for both Assistant Managers and Managers from the date the employer has attested to full parity, but no later than effective from 1 November 2024. All funding increases within the term of this agreement will be applied directly to the parity scales from the date received unless otherwise agreed during variation negotiations.

Definitions for K2, K3, and K4

K2 means - employed to be in charge of a service, and who is not a K3 or K4 employee.

K3 means - employed to carry out professional support, guidance, and administrative roles, and responsible for the management of K2 employees, under delegation from their employer.

K4 means - employed to be responsible for the management of K3 employees.

Senior Teachers/Tumuaki/Managers

Effective from commencement of the agreement, except as provided below*

A senior teacher shall, unless they meet the criteria for K3, be paid the K2 rate (\$101,120), unless they meet one of the following criteria, in which case they shall instead be paid a salary of \$105,750. The criteria for this salary are:

- Manage 7-10 staff and have a centre roll of 151 or more; or
- Manage 11-15 staff and have a centre roll of 101 or more; or
- Manage 16 or more staff and have a centre roll of 51 or more.

*Note - The rate of \$101,120 applies from the date the employer has attested to and has received funding for full parity.

Table 2

Step	Annual Salary	Fortnightly Amount	Hourly Rate
K2	\$101,120	\$3,889.23	\$48.62
K3	\$106,427	\$4,093.35	\$51.17
K4	\$115,123	\$4,427.81	\$55.35

(iii) Unqualified / In Training ECE Position

The base hourly rate (Step 1) for all unqualified / in training positions below apply from 1 July 2024 and will move to the updated Living Wage Aotearoa/NZ rate from the first full pay period on or after 1 September each year as of either 1 September 2024 or 1 July 2025 depending on approval from the employer's Board. For reference, Steps 2 and 3 will each adjust to maintain relativities of \$0.35 between steps from the same date.

Table 3

Notes	Step	Minimum Annual Salary	Fortnightly Amount	Nominal hourly Rate	Minimum Annual Salary from 01/09/24 or 01/07/25	Fortnightly Amount from 01/09/24 or 01/07/25	Nominal hourly rate from 01/09/24 or 01/07/25
Unqualified start	1	\$54,080	\$2,080	\$26.00	\$57,824	\$2,224	\$27.80
Unqualified Maximum / In-training start	2	\$54,808	\$2,108	\$26.35	\$58,552	\$2,252	\$28.15
In Training maximum	3	\$55,536	\$2,136	\$26.70	\$59,280	\$2,280	\$28.50

Translation

Employees will automatically transfer to the rate for their current applicable step from 1 July 2024.

d) Salary and Wages Schedule—Clerical, Cooks, Cleaners and Caretakers

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

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

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

(iii) **Progression on the scale:** An employee's progression on the relevant pay scale shall be according to years of service, subject to competent performance.

The minimum hourly rates of pay for clerical staff, cooks, cleaners and caretakers shall apply from 1 July 2024 and will move to the updated Living Wage Aotearoa/NZ rate from the first full pay period on or after 1 September each year as of either 1 September 2024 or 1 July 2025 depending on from the employer's Board. For reference, Steps 2 and 3 will each adjust to maintain relativities of \$0.15 between steps from the same date.

Table 4

Clerical, Cooks, Cleaners, Caretakers	Step	Minimum Annual Salary	Fortnightly Amount	Nominal hourly Rate	Minimum Annual Salary from 01/09/24 or 01/07/25	Fortnightly Amount from 01/09/24 or 01/07/25	Nominal hourly rate from 01/09/24 or 01/07/25
	1	\$54,080	\$2,080	\$26.00	\$57,824	\$2,224	\$27.80
	2	\$54,392	\$2,092	\$26.15	\$58,136	\$2,236	\$27.95
	3	\$54,704	\$2,104	\$26.30	\$58,448	\$2,248	\$28.10

Part 7—Hours of Work

Subject to the provisions of [Part 16](#) :

- a) Ordinary hours of work will be no more than eight hours per day, between 7.00 am and 6.00 pm, Monday to Friday. Specified hours of work will be by agreement in writing between the director and the employee.
- b) Salaried employees shall work hours as agreed 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 not exceed 40 hours per week worked from Monday to Friday inclusive unless by agreement.
- c) All employees, except those employed on no fixed hours or employed to work less than 12.5 hours per week, are entitled to non-contact time. Non-contact time is primarily spent on planning and assessment for children’s learning. The remainder of the time may include duties like planning, self-review, parent contact, preparation of activities, displays, health and safety; however, it is not to be used for set up at the beginning or clean up at the end of the day.
- d) Non-contact time entitlements are based on actual hours worked per week. Where an employee’s weekly hours worked are fewer than 30 but 12.5 or more, they are entitled to 10% non-contact time per week (rounded to the nearest half hour). Additional non-contact time throughout the week may be identified by the Centre Manager and allocated at their discretion, therefore the table below sets out the minimum non-contact time entitlements.

Employee hours per week	Non-contact time of 10% per week	Rounded to nearest half hour (hours per week)
12.5	1.25	1.0
15	1.5	1.5
16	1.6	1.5
18	1.8	2.0
20	2.0	2.0
22.5	2.25	2.5
24	2.4	2.5
25	2.5	2.5
27.5	2.75	3.0
30+	3.0+	4.0

- e) **Non-contact time may accumulate up to a maximum of four (4) hours** unless otherwise agreed. It is the intention of the parties that non-child contact time shall be utilised on a regular basis and in the week in which it accrues. However, accumulated non-contact time may be used over a longer period where unforeseen circumstances prevent it being used prior. Where an employee requests to be paid (at T1) for accumulated non-contact time and performs duties outside of their usual working hours, the Manager may agree. By mutual agreement, such time may be paid as TOIL.
- f) An employee's availability to the children in cases of accident or emergency will not be diminished during non-child contact work time.
- g) Where an employee agrees, in an emergency, to work in excess of seven child contact hours per day, or 35 hours per week, the overtime provisions as stated in [Part 8](#) of this agreement shall apply.
- h) All hours of work shall be continuous from time of starting each day, other than agreed

meal/refreshment breaks.

- i) No employee shall be required to work other than her/his agreed hours unless they are willing.
- j) 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 Manager. Administration time shall be negotiated on a 'needs basis' annually with the centre director.
- k) **Meal and Rest Breaks**

If the employee's work period is:

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

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

Work Period means the period beginning with the time when (in accordance with the employee's terms and conditions of employment) the employee starts work, and ending with the time when (in accordance with the employee's terms and conditions of employment) the employee finishes work. It includes all authorised breaks (whether paid or unpaid) provided to the employee, or to which the employee is entitled during that period.

Tea, coffee, milk and sugar shall be provided.

Part 8—Overtime

Subject to [Part 16](#), attendance at staff meetings:

- a) Where salaried employees are required to work time in excess of 8 hours per day, they will be entitled to be paid for those hours, or to take the time as time off in lieu (TOIL). Whether the time is paid or taken as TOIL will be at the discretion of the Manager. When TOIL is taken under these provisions, it must be within two months of it being incurred. This clause is subject to s 50 of the Holidays Act 2003 (which deals with payment for work on public holidays) and Part 16 of this agreement.
- b) Overtime will be paid for time worked by waged employees in excess of eight hours per day. Overtime will also be paid for all work outside the ordinary hours of work as defined in [Part 7 \(a\)](#) above.
- c) Overtime will be paid at time and a half for the first three hours and double time thereafter, provided that overtime worked on any public holiday observed in this agreement shall be

paid at double time. This rate is inclusive of the Holidays Act requirement for T1.5 to be paid on a public holiday—[Part 11 \(a\) \(iii\)](#).

- d) Computation shall be on a daily basis, calculated on completion of the first quarter-hour period and for subsequent quarter-hour periods, or part thereof.

Part 9—Call-backs

- a) A waged employee who is called back to work after having completed the day's work and having left the place of employment or is called back to work before the normal time of commencing work and does not continue working until such commencing time, shall be paid on a gate-to-gate basis at time and one half. The minimum payment shall be equivalent to two hours ordinary time.
- b) Salaried employees will be entitled to be paid for call-backs or take the time as time off in lieu (TOIL). Whether the time is paid or taken as TOIL will be at the discretion of the Manager. When TOIL is taken under these provisions, it must be within two months of it being incurred. This clause is subject to s 50 of the Holidays Act 2003 and [Part 16](#) of this Agreement.

Part 10—Terms of Employment

- (a) **Termination:** The following provisions shall apply in the giving of notice:
 - i. four weeks of notice shall be given by either party; or
 - ii. four weeks shall be paid or forfeited in lieu of notice.

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

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

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

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

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

The employer shall also be entitled to make any deductions from the employee's wages, with 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 four working days without notification to the employer, they 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, they shall not be deemed to have abandoned her/his employment. The employment will be deemed to have ended on the last day of work prior to abandonment. In the event of any dispute, the question shall be dealt with in accordance with the procedure in **Part 26** of this agreement.

Part 11—Holidays

a) **Statutory Holidays:**

- i. In accordance with the Holidays Act 2003, The Salvation Army will observe the following public holidays:

New Year's Day, 2nd January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the birthday of the reigning sovereign, Labour Day, Christmas Day, Boxing Day, Matariki (from 2022), and the Anniversary Day of the Province or a day in lieu.
- ii. This agreement provides for transference and observance of public holidays that would otherwise fall on a Saturday or Sunday. Christmas Day and New Year's Day may be transferred to the following Monday or Tuesday (dependent on the particular day they fall) but Waitangi Day and ANZAC Day can only be transferred to the following Monday.
- iii. If an employee is required to work on any part of a public holiday, hours worked will be paid at relevant daily pay plus half again for the number of hours worked on that day. Provided that any time worked in excess of eight hours on the day will be paid at double time, in accordance with **Part (8) (b)**. In addition, if the public holiday falls on a day that would otherwise be a working day for the employee, an alternative holiday will be granted in lieu of the holiday and will be paid in accordance with the Holidays Act 2003.
- iv. Where a public holiday falls on what would otherwise have been a working day for the employee and the employee does not work, the employer must pay the employee in accordance with the Holidays Act 2003.

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

- i. Where an employee is employed within 10 working days of the last day the centre is open for the academic year and the public holiday falls on what would otherwise have been a working day, they will receive payment for Christmas Day, Boxing Day, New Year's Day and the day after New Year's Day at their relevant daily pay rate.
- ii. Except as provided in **Part 11 (b) (i)** above, where an employee's period of

employment includes a specific public holiday (other than ANZAC Day or Waitangi Day should either fall on a Saturday or Sunday) and the public holiday falls on what would otherwise have been a working day, they will receive payment for that day in accordance with the Holidays Act 2003.

c) Annual Leave:

- i. Annual leave entitlement is five weeks leave after the end of each year of employment and will be paid at the higher of average weekly earnings or ordinary weekly pay. Refer to **Part 5** regarding part-time employees.
- ii. On completion of five years current continuous service with this establishment, each employee shall, at the end of the fifth and subsequent years, be entitled to an additional one week of annual leave. Refer to **Part 5** regarding part-time employees.
- iii. Annual leave must be taken at times approved by the director and must include one period of at least two weeks in each year.
- iv. The director is to ensure that at least one week's annual leave is available to the employee at times other than when the centre may close down over the Christmas/New Year period.
- v. An employee may, at the discretion of the employer, anticipate up to one year's annual leave entitlement subject to refund on resignation, if necessary.
- vi. Annual leave entitlement of existing employees shall be transferred to this agreement.

d) Long Service Leave (LSL):

These provisions provide for one week of LSL following completion of 10 years' current continuous service and one week of LSL following completion of 15 years' current continuous service. Employees with less than 10 years' service, as at date of ratification, will have entitlement to one week of LSL after 10 years' current continuous service and a further one week of LSL following completion of 15 years' current continuous service. Current staff with service between 10 and 15 years current continuous service will have the option of taking two weeks LSL at 15 years **or** one week before their 15 year entitlement arrives and then one on completion of 15 years' service. There will be no additional entitlements for staff who have already completed fifteen years' service. An employee will be entitled to paid special holidays for long service, in addition to annual leave, in accordance with the following chart:

Table 5

Years of service as at 13 Oct 2021	LSL entitlement
Less than 10 years current continuous service as at 13 October 2021	One week after 10 years' current continuous service and a further week after 15 years' current continuous service.
	Three weeks after the completion of 25 years' current continuous service and before the completion of 35 years' service.
	Five weeks after the completion of 35 years' current continuous service.
Completed 10 years' current continuous service but less than 15 years' service as at 13 October 2021	Two weeks after completing 15 years' service or one week before completing 15 years' service and one week after completion of 15 years' current continuous service.
	Three weeks after the completion of 25 years' current continuous service and before the completion of 35 years' service.
	Five weeks after the completion of 25 years' current continuous service and before the completion of 35 years' service.

e) **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 two weeks current continuous service, employees shall be entitled to paid sick leave per year subject to the table in **Part 11**. This leave is not in addition to the sick leave provided in the Holidays Act.
- iii. Sick leave may accumulate to the maximum working days as set out in the table below.
- iv. Sick leave is paid in accordance with the Holidays Act 2003 and shall have no cash value other than for sick leave.
- v. Sick leave accumulated by existing employees shall be transferred to this agreement.

Table 6

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

* Current continuous service

- vi. The coming into force of this agreement will not reduce the actual accumulation already gained by an existing employee. When an employee subsequently takes sick leave, their accumulated total will reduce. Further entitlements at anniversary will not be added until the actual accumulation falls below the maximum accumulation specified in the above table, unless the employee has retained their legacy accumulation personal to holder.
- vii. Sick leave: An employee may take sick leave if they are 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 for an absence exceeding five days through sickness. In the event of an extended period of illness or injury, on the expiry date of each certificate, a further certificate may be required to be produced.
- ix. The Manager or the director of the centre shall be notified as soon as practicable of inability to work because of illness or injury. Only in exceptional circumstances shall notice be given after the time of commencement of duty.

g) Union Infectious Disease Leave

- i. When an NZEI Te Riu Roa member contracts an infectious disease, as defined in the Schedule 1 of the Health Act 1956, or where that employee is excluded from the workplace under the Education (Early Childhood Services) Regulations 2008 (or any subsequent legislation in place thereof) from attending work, special paid leave of up to three (3) days (four (4) days from 1 November 2026) in any one year shall be allowed for the period of infection.
- ii. Infectious Disease Leave (IDL) shall not be offset against the sick leave entitlement provided in clause 20.11 or clause 20.12, as the case may be. The employer may require a medical certificate confirming the employee's fitness to return to work and, if so, this will be administered in line with sick leave.

h) 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, they shall be entitled to the same position in which they were employed when the leave commenced and shall maintain any service entitlement accrued before their leave commenced.

i) 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 three 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.

An employee will also be entitled to bereavement leave in accordance with this clause-

- on the end of an employee's pregnancy by way of a miscarriage or still-birth, or
- on the end of another person's pregnancy, by way of a miscarriage or still-birth, if the employee—
 - is the person's spouse or partner; or
 - is the person's former spouse or partner and would have been a biological parent of a child born as a result of the pregnancy; or
 - had undertaken to be the primary carer (as described in section 7(1)(c) of the Parental Leave and Employment Protection Act 1987) of a child born as a result of the pregnancy; or

- is the spouse or partner of a person who had undertaken to be the primary carer of a child born as a result of the pregnancy.
- ii. **Death of someone other than a family member:** The Salvation Army shall allow up to three day's paid bereavement/tangihanga leave (inclusive of the one 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 shall be in accordance with the Holidays Act.

j) 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.

k) 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 seven 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 three working days per year over and above the entitlement in (h) (ii) above, where the cost of relievers is paid by the training provider.
- iv. **Centre-based training leave:** An additional seven working days paid leave will be available to those employees undertaking centre-based training. Such leave must be approved by the director in writing prior to commencement.

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

l) 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.

m) 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 Part 7 of the Employment Relations Act 2000. An employee attending such courses will be paid at relevant daily pay for the hours spent at the course.

n) Upgrading Existing Qualifications Leave

- i. This sub-clause applies only to an employee seeking to upgrade his or her qualifications. The minimum qualifications required to be eligible for these provisions are as defined in **Part 6 (a) (i–ii)** under **Relevant Training Qualifications**.
- ii. If an employee is granted written approval by the director to enrol in an NZQA approved training programme for the purpose of upgrading qualifications to reach equivalence with the three year Early Childhood Education Diploma or an equivalent qualification that is recognised for teacher certification 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. 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 11(m). 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, The Salvation Army may grant unpaid leave for the duration of that course.
- iv. Requests for reimbursement of full or part fees for employees undertaking the Bachelor of Education course will be discussed on a case-by-case basis with the director.

o) 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. the employee returns to work as soon as practicable on any day when discharged by the Court.

p) Family Violence Leave

An employee who is a person affected by family violence (regardless of how long ago the family violence occurred) may take up to 10 days' paid family violence leave per year in accordance with Part 2, subpart 5 of the Holidays Act 2003.

Part 12—Health and Safety

- a) The Salvation Army and its employees shall take all reasonable precautions for health and safety in the workplace. The employee must:
- take all practical steps to ensure the workplace is safe; and
 - be familiar with, follow and encourage compliance with Salvation Army Health and Safety policies and procedures.
- b) 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.
- c) 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 an accident may result in The Salvation Army not recognising an ACC work injury claim.
- d) Where an employee is absent from work as a result of injury, the employee agrees to maintain weekly contact with their Manager. Where a 'return to work plan' is considered appropriate, the employee will participate in developing such a plan and will comply with this plan.
- e) In situations where workers believe they may be at increased risk of acquiring Hepatitis B and/or Hepatitis C because of the nature of their job, those workers may request that the director arranges an 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. 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).
- f) At the discretion of the employer up to three EAP counselling sessions shall be paid for by the employer to assist the employee deal with work related issues that cannot reasonably be resolved within the workplace.

Part 13—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 14—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 Manager.

- b) **Clothing Reimbursement:** with the exception of ECE teaching staff paid salaries, or inclusive rates under Part 6 (b) (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 director has given written approval, to a maximum of \$500 per employee per year.
 - ii. Such reimbursement may also be utilised for an employee's personal development or for the purchase of resources directly linked to the employee's personal or professional development.
 - iii. Claims for reimbursement in excess of \$500 will be considered on a case-by-case basis by the director. Reimbursement of travel or accommodation expenses shall be at the discretion of The Salvation Army.
- d) **Meal Allowance:** Workers employed on overtime after 6.00 pm or after 1 1/2 hours (whichever is the earlier) on any day and/or working after 1.00 pm on Saturday, Sunday or a holiday specified in **Part 11 (a)**, shall be provided with a suitable meal by the employer or shall be reimbursed up to \$10 for the cost of the meal on production of receipts.
NB. Attendance at staff meetings of up to four hours per month is not considered overtime.
- e) **First Aid Allowance:** Where an early childhood teacher completes or renews a First Aid Certificate at the request or with the agreement of the director, the employer shall meet the cost of the course fee.

Part 15—Teacher Certification

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

Part 16—Staff Meetings

- a) If staff meetings occur outside the employee's normal contracted hours, they will be entitled to be paid for those hours, or to take the time as time off in lieu (TOIL) up to a maximum of four hours per month. The exception will be staff employed on In Training/Unqualified ECE positions, who will be paid to attend staff meetings up to four hours per month. No TOIL option will be available for In Training/Unqualified ECE positions.
- b) Whether the time is paid or taken as TOIL will be at the discretion of the Manager. If the hours are to be paid, they will be paid at the ordinary rate. When TOIL is taken under these

provisions, it must be within two months of it being incurred.

- c) In addition, to sub-clauses a) and b) 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 Manager and the appropriate overtime rates shall apply.

Part 17—Superannuation

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

Part 18—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 18 (a)**, the employer will allow up to five days of unpaid leave per year to assist in the transaction of union business.
- c) Worksite representative Meetings/Consultative Committee: A successful service is the result of teamwork; people working together in a spirit of partnership. The employer is committed to promoting harmony ensuring that consultation and cooperation are the basis for relationships amongst all people in the business.
- d) Union worksite representatives will be allowed one hour on paid time to meet together twice annually unless alternative arrangements are made by mutual agreement. Such meetings will be requested in advance.
- e) Following such worksite representative meetings, the worksite representatives will meet with appropriate members of the management team to discuss any concerns and endeavor to find mutually agreeable solutions.
- f) The committee process will be carried out on the following basis:
 - f.1. A Consultative Committee will be established comprising management and union worksite representatives (and a union official where deemed appropriate by the union party).
 - f.2. Meetings will be held twice a year and on paid time. Either party can, in addition, give notice of a meeting. The party giving notice of the meeting will ensure that the union official is notified.
 - f.3. Any party can submit matters for the agenda one (1) week prior and provisions will be made for meetings of worksite representatives and/or employee representatives to consult on the agenda and report back on meetings. Late agenda items may be considered in the meeting, time permitting. Minutes may be taken and can be distributed following acceptance by the parties. All such meetings will be at times acceptable to management and consistent with the operational requirements of the employer. Due consideration will be given to worksite representatives' work schedules in setting meeting dates and times.

- f.4. The chair may alternate between employer and worksite representatives as agreed by the committee.
- f.5. Representatives of the union have the right to attend committee meetings. Guests may be invited where agreed between parties.
- f.6. Where agenda items are limited to individual concerns that have been unable to be resolved otherwise, those directly affected will have communication before and following the meeting.
- f.7. Wherever possible consultation on larger-scale issues will take place with the employees directly affected and the committee will consist of management representatives, union worksite representatives and employee representatives of the employees directly affected. Once discussed genuinely in the consultative committee, the provisions of Part 20 apply.

Part 19—Right of Entry

The secretary, or other authorised officer of the union, shall be entitled to enter at all reasonable times into 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 childcare duties.

Part 20— Management of Change, Consultation and Redundancy

The parties bound by this agreement recognise and agree that:

- a) Change may be brought about by changes in the operating environment of the Early Childhood Education sector, changing community needs, or by the organisation looking for ways by which improvement to efficiency, quality and delivery of service may be achieved. Change can include, but is not limited to, change in hours of work, operating hours/periods, term breaks, reporting lines, licensing, contact time, breaks, and/or leave. Where changes proposed affect terms and conditions in this collective agreement, the variations clause Part 3 (b) will be followed.
- b) To achieve quality early childhood education, the needs and interests of employees, children, families/whanau, community, and the employer must all be considered.
- c) There are positive ways in which the process of change can be approached and utilised to the benefit of all. Planning, prior to and during change, is recognised as an important part of any managed approach, as is full and genuine consultation with potentially affected employees and their union. At least four (4) weeks' consultation will be provided before implementation of changes, in addition to any required notice period of change.
- d) The employer has the right to plan, manage, organise, and finally decide on the operation of the business provided the employer has had full and genuine consultation with employees and their union. Effective, and successful changes to the organisation benefit from the involvement of employees. This includes timely and appropriate consultation on paid time and the ability to genuinely feedback and propose alternative options.
- e) Consultation - Where the employer is proposing changes to the operation of the business or part of it, including but not limited to licence type, hours of operation, staffing structure, or restructuring as defined section 69OI of the Employment Relations Act 2000, it will provide employees with a genuine opportunity to be involved. The employer will consult with NZEI Te Riu Roa work site representatives and with affected and potentially affected employees prior to making any final decision about change; and will notify NZEI Te Riu Roa (by emailing nzei@nzei.org.nz). Where the proposed change will, or is likely to, affect the employment and/ or conditions of employment of employees, the employer will consult with NZEI Te Riu Roa as per the requirements of section

4(4)(c) of the Employment Relations Act 2000. As a guide, at least four (4) working days' notice of impending meetings with potentially affected employees will be given to NZEI Te Riu Roa.

- f) Where the services of an employee or employees are no longer required on the grounds of redundancy, whether by closure or by other reason, the employer shall notify the union prior to giving the employee(s) affected not less than one month's notice of redundancy.
- g) 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.
- h) If no alternative to redundancy is arrived at the employer will pay redundancy in accordance with the scale below:
 - four weeks' pay for the first year or part year of continuous service;
 - two weeks' pay of each subsequent full year of current continuous service up to 10 years of service;
 - one week's pay for each subsequent full year of service up to 15 years of service;
 - any part-year of service will be paid pro rata the above weeks per year formula.
- i) A work reference and record of service shall be provided on the employee's request.
- j) 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.
- k) Staff deemed to be redundant may exercise the option of working out one month's notice or payment in lieu thereof.
- l) **Contracting out:** In the event that work of any employees covered by this agreement is contracted out, or the business (or part of the business) of the employer is 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 20 (c-f)** of this agreement.

Part 21—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 22—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 in 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) An employee's wage records for the preceding six years shall 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 23—Notice Board

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

Part 24—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. The employer and the union may agree to hold the meeting outside normal working hours.

Part 25—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 the interest of all parties is fully and fairly addressed. Complaints will generally be resolved by discussion between the Manager and the employee concerned, without a need to take the matter any further. Managers should, whenever 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 Manager shall put in place appropriate assistance and personal guidance to assist the 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, the corrective action required and the timeframe allowed. This timeframe should be determined by the Manager 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 Manager 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 25 (b)** below.
- 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) of 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 is 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 endeavour to ensure the period of suspension is kept to the minimum possible time, consistent with ensuring that the allegations of misconduct are properly investigated, and the employee is treated fairly at all times.
 - iv If the allegation that led to the suspension is without substance the employee shall be reinstated effective from the date of suspension.
- d) Summary Dismissal:** Nothing in the above sections shall prevent summary dismissal without notice in the case of serious misconduct.
- e) Personal Grievance:** The personal grievance provisions in **Part 26** of this agreement are available to an employee who is aggrieved by any action of their employer taken under these provisions.

Part 26—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). In the case of allegations of sexual harassment, the personal grievance must be raised with the employer within 12 months of the personal grievance occurring.

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local NZEI Te Riu Roa field officer for advice and representation.

Employers should contact an adviser/representative of choice.

Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- they have been dismissed without good reason, or the dismissal was not carried out properly;
- they have been treated unfairly;
- their employment or a condition of their employment has been affected to their disadvantage by either an unjustified action of their employer, or by their employment agreement not complying with section 67C, 67D, 67G or 67H.
- 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.
- Their employer has failed to comply with a requirement of Part 6A or contravened section 67F or 67G(3).
- Their employer has engaged in adverse conduct for a prohibited health and safety reason or contravened section 92 (which prohibits coercion or inducement) of the Health & Safety at Work Act 2015.
- Their employer has retaliated or threatened to retaliate against them in breach of section 21 of the Protected Disclosures (Protection of Whistleblowers) Act 2022 (because they intend to make or have made a protected disclosure).

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 A**.

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

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment (MBIE) 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, MBIE provides:

- **An information service**

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

- **Mediation Service**

The Mediation Service is a free and independent service available through the MBIE. This service helps to resolve employment relationship problems and generally promotes 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 27—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.

Part 28—Union Membership

The Salvation Army acknowledges the work of NZEI Te Riu Roa members negotiating the terms and conditions in this agreement. In recognition of this, these terms and conditions (including pay) will not be automatically be passed on to non-union members for a period of two months, following the date of the first increase being paid to members.

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

The union may make alternative subscription arrangements with new members.

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

Part 29—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 30—Signatory Parties:

Authorised representatives

Colonel Gerry Walker, Chief Secretary
For The Salvation Army New Zealand Trust

Commissioner Mark Campbell, Trustee
For The Salvation Army New Zealand Trust

Jen Natoli, Advocate
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

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ADDENDUM 1: Pay Parity

- a) **Linkages:** The parties to this collective agreement are committed to achieving pay parity with qualified, registered teachers in kindergarten, and the primary sector, for qualified and registered teachers employed in Salvation Army Early Childhood Services.
- b) **Contingency Provisions:** Achieving pay parity is reliant on funding from Government being increased to a level to implement it. The parties agree that pay parity settlements can only be met by Government funding provided specifically for that purpose.

ADDENDUM 2: Pay Equity

The Salvation Army agrees to participate in a pay equity process during the term of this agreement. The parties agree that any pay equity settlements can only be met by Government funding specifically for that purpose.

ADDENDUM 3: OSCAR

In the event that The Salvation Army makes a decision to provide OSCAR programmes, it will consult with NZEI Te Riu Roa.

APPENDIX A

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

The Salvation Army New Zealand, Fiji, Tonga and Samoa 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.