



Barnardos **NZEI** **TE RIU ROA**
NEW ZEALAND EDUCATIONAL INSTITUTE

BARNARDOS NEW ZEALAND/NZEI TE RIU ROA

COLLECTIVE EMPLOYMENT AGREEMENT

1 NOVEMBER 2024 – 31 JULY 2026

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.

1.3 Duration of Agreement

This Agreement shall commence on 1 November 2025 and shall expire on 31 July 2026.

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 and certificated teacher employed in an Early Learning Centre who holds a teaching qualification recognised by the Teaching Council.

Early Childhood Employee

An employee who does not hold a teaching qualification recognised by the Teaching Council or who is not certificated.

Home Based Visiting Teacher

A certificated teacher in the Home Based Service who holds a teaching qualification recognised by the Teaching 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 a teaching qualification recognised by the Teaching Council.

In training

An employee who is currently undertaking study towards a teaching qualification recognised by the Teaching Council.

Qualified

An employee who holds a teaching qualification recognised by the Teaching 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 Te Tiriti o 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 and Professional Development

Employees' performance will be assessed annually by their immediate manager 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 manager 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 manager 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 - Centre Managers, Assistant Centre Managers, Early Childhood Teachers and Early Childhood Employees

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 and as provided for in clause 3.2 of this Agreement. Part time work will operate as per clause 3.5 (part time work).

The ordinary working hours shall not exceed eight hours per day nor be less than two hours per day, worked on no more than five days per week Monday to Friday between the clock hours of 7.00 a.m. and 7.00 p.m. on days agreed in a letter of appointment. An employee's hours may be changed by agreement between the employer and employee.

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.

3.1.2 Hours of Work – Visiting Teachers

Full time work for a Visiting Teacher is based on 40 hours per week and 52 weeks per year.. The ordinary working (on duty) hours are 8 hours per day for Visiting Teachers, 8:30 am to 4:30 pm Monday to Friday, inclusive of a paid ½ hour lunch break. Licensed network hours may vary but are generally between 6:00 am and 8:00 pm.

Full time Visiting Teachers are required, outside of their ordinary working (on duty) hours, to be on call from the commencement time of the first child in care to the finishing time of the last child in care, within the licenced hours of their network.

Part time Visiting Teachers are required, outside of their ordinary working (on duty) hours, to be on call either before their on duty period or after, with regard to either the commencement time of the first child in care and/or, to the finishing time of the last child in care, within the licenced hours of their network. For example, if the Visiting Teacher works a part day during the morning shift, they will be required to be on call prior to being on duty, if the Visiting Teacher works the afternoon shift, they will be required to be on-call after being on duty.

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

Visiting Teachers are not required to be on call when they are otherwise on leave.

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.

3.1.3 Rest and meal breaks

Except for Visiting Teachers, all employees should not work longer than 4 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. Visiting Teachers who work at least 4 hours will have a paid ½ hour lunch break inclusive of their hours of work.

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.

3.1.4 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

In addition to existing entitlements, an additional day of management time will be granted in every 12-month period effective from 1 November 2025, for those acting in full-time management roles (the day will be pro rata for part-time management). To avoid doubt, a "day" is based on the employee's ordinary hours of work. By mutual agreement with the Operations Manager, the time may be used in hourly allocations. Centre managers will avoid using this time in a manner requiring external costs.

3.1.5 Visiting Teachers: on duty, on call and call out

3.1.5.1 On duty

Subject to clause 3.1.2 Hours of Work, "on duty" means – In accordance with the Ministry of Education requirements 3.b.4 of the Ministry of Education Funding Handbook, Visiting Teachers are on duty between 8:30 am – 4:30 pm, Monday to Friday, inclusive of a paid ½ hour lunch break. On-duty requirements include being mainly focused on, and involved in, supervising quality environments for educators and children in their service and able to respond to educators and parents in their service 'person-to-person' (i.e. by phone or in person).

3.1.5.2 On call

Subject to clause 3.1.2 Hours of Work, “On call” means – Visiting Teachers are required be on call either side of being on duty as follows; from the commencement time of the first child in care within the licenced hours of their network to the commencement of their on-duty hours of work and, from the finishing time of their on duty hours to the finishing time of the last child in care within the licensed hours of their network. Visiting Teachers are not required to be on call when they are otherwise on leave.

Whilst on-call, Visiting Teachers are required to:

- able to instantly respond to educators and parents in person or by phone and;
- be locally based and;
- abide by all Barnardos Policy and procedures

Note: Visiting Teachers may undertake personal activities if they are locally based while on-call.

3.1.5.3 Call out

“Call out” means – Where a Visiting Teacher responds in person to educators or parents responding to Exceptional Events during the period(s) a Visiting Teacher is on-call.

3.2 Staff Meetings

Attendance at staff meetings is included in all hourly rates.

The salary rates for qualified ELC teachers and centre managers as set out in the salary and wages schedule in clause 4.4 of this agreement have been adjusted to incorporate the remuneration for attendance at staff meetings to ensure full pay parity rates are maintained.

Any attendance at staff meetings over and above 4 hours per month will be paid under clause 3.3 below. When attending staff meetings, employees will be provided with a reasonable evening meal.

3.2.1 Staff Meetings: Full Time Qualified Teachers

For the purposes of clause 3.2 only, an ELC teacher/kaiako is considered to be “full-time” if he/she works 30 – 40 hours or more per week exclusive of staff meetings.

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.

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:

- For Teachers working 24 – 29.99 hours per week 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 are four hours of meeting that month.
- For Teachers working 16 – 23.99 hours per week 2 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 2 hours per month will be paid under clause 3.3 below. For example two hours per month will be paid when there are four hours of meetings that month.

Part time qualified teachers who work 15 hours or less than 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 Staff Meetings clauses 3.2, 3.2.1 and 3.2.2, 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 one month timeframe.

3.4 Cellphones

Barnardos will provide Visiting Teachers with a cellphone for use.

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.

Subject to clause 5.4.3 **Casual Workers 8% in Lieu of Leave**, the following clauses in this agreement do not apply to casual employees:

2.6.2 Training for Diploma or Teaching 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

5.6 Rehabilitation Programme

5.7 Bereavement/Tangihanga Leave

Provisions outlined in the Holidays Act 2003 will apply

- 5.9 Jury Service
- 5.11 Parental Leave and Paid Parental Leave
- 5.11.1 Barnardos Post Parental Leave Support
- 9.3 Teacher Registration and Certification
- 11.6 Restraint of Trade

3.7 Fixed Term Employment

From time to time Barnardos may offer an employee employment on a fixed term basis. For the avoidance of doubt, secondments and acting arrangements agreed between Barnardos and an employee for a fixed period of time will not change a permanent employee's status.

- 3.7.1 An employee and Barnardos may agree that the employment of the employee will end:
 - 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.
- 3.7.2 Before Barnardos and the employee agree that the employment of the employee will end in a way specified in 3.7.1 Barnardos must:
 - a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - b) advise the employee in writing as to
 - (i) when or how his or her employment will end and
 - (ii) the reasons for his or her employment ending in that way
- 3.7.3 The following reasons are not genuine reasons for the purposes of 3.7.2:
 - (a) to exclude or limit the legislative rights of the employee and/or
 - (b) to establish the suitability of the employee for permanent employment.

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

On appointment to a teachers/Kaiako or Centre manager role, previous relevant service recognition will align with the Ministry of Education attestation requirements as per the funding handbook.

Previous relevant 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 to a maximum of 10 years.

Each year of service will be the equivalent of 2080 hours and evidenced by information provided from previous employers which must meet Ministry of Education requirements for funding.

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 in the position of ELC Teacher/Kaiako will progress through the steps on the relevant pay scale on an annual basis on 1 January, subject to competent performance. Progression can only be deferred in cases of unresolved competency or performance issues (after the process in clause 6.3.2 **Competency** has been initiated.)

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/Kaiako taking leave without pay (other than parental leave) or sick leave without pay of over 20 days may have this taken into consideration in regard to the date of movement to the next step.

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.

4.4.1 ELC Centre Managers and ELC Assistant Centre Managers

The minimum rates of pay (gross) for ELC Centre Managers and ELC Assistant Centre Managers are set out below:

Printed rates are inclusive of staff meetings in line with clause 3.2

STEP	SALARY FROM 1 DECEMBER 2023	INDICATIVE HOURLY RATE*
	\$104,146	\$50.07

Assistant Centre Managers will be paid in line with the ELC Teacher step 11 and a \$2,000 per annum allowance to reflect full pay parity requirements and the additional responsibilities of the role.4.4.2

Visiting Teacher Remuneration

The minimum rates of pay (gross) for Visiting Teachers effective 1 November 2023 are set out below:

On-call compensation	\$4,273
Salary portion	\$81,184
Total salary payable	\$85,457.00

4.4.3 ELC Teachers/Kaiako

The minimum rates of pay (gross) for ELC Teacher/Kaiako are set out below:

- a. The following pay scale will apply to ELC Teachers/Kaiako

(for current staff the process of translation to the new steps is outlined in clause 4.4.3 b)

	Qualification Group notations	December 1, 2023	
		Annual	Hourly
Step 1	P3E	\$60,112	\$28.90
Step 2		\$61,339	\$29.49
Step 3	P3+E	\$63,814	\$30.68
Step 4	P4	\$66,061	\$31.76
Step 5	P5	\$69,826	\$33.57
Step 6		\$74,027	\$35.59
Step 7		\$78,541	\$37.76
Step 8		\$84,011	\$40.39
Step 9		\$88,483	\$42.54

Step 10	P1M, P2M, P3M	\$94,931	\$45.64
Step 11	P3+M, P4M, P5M	\$99,757	\$47.96

4.4.4 ELC Educator and ELC Teacher in Training

- a. The following pay scale will apply to ELC Educators and ELC Teachers in Training:

Position		1 Sept 2025
ELC Educator		\$27.80
Teacher in training year 1/2		\$27.80
Teacher in training year 3		\$28.30

4.4.5 Casual certificated ELC Teacher/Kaiako

In recognition that **Casual certificated ELC Teacher/Kaiako** are not required to attend staff meetings as part of the terms of their employment, casually employed certificate kaiako are offered the full pay parity rates as set out in the Funding Handbook. Where casual staff do attend staff meetings, they will be paid for this time at the hourly rates set out below.

- a. the following payscale will apply to **casual certificated ELC Teacher/Kaiako**

STEP	QUALIFICATION GROUP NOTATIONS	SALARY FROM 1 DECEMBER 2023	HOURLY RATE
1	P1E, P2E, P3E	\$57,358	\$27.58
2		\$59,544	\$28.63
3	P3+E	\$61,948	\$29.78
4	P4E	\$64,133	\$30.83
5	P5E	\$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	P1M, P2M, P3M	\$92,175	\$44.31
11	P3+M, P4M, P5M	\$96,850	\$46.56

4.5 Qualification Recognition for Salary Purposes

P1, P2, P3 means a teacher who holds a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand but no subject or specialist qualification at level 7 or above on the NZQF, or equivalent overseas teaching qualifications recognised by the NZQA.

P3 – means a teacher who holds an initial teaching education degree, for example a degree in Teaching and Learning ECE or a Bachelor of Education (3 years).

This group includes teachers who have obtained their practising certificate via the Teaching Council's discretionary pathway process, provided they have received an ECE or Primary endorsement from the Council.

P3+, means a teacher who holds a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a. 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
- b. an honours degree of teaching; or
- c. 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 area of study that is not initial teacher education.

P4 means a teacher who holds a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a. a subject or specialist level 8 qualification on the NZQF which can be an honours degree or a Post Graduate Diploma; or
- b. two subject or specialist level 7 qualifications on the NZQF (as listed
- c. above); or a masters degree of teaching; or
- d. equivalent overseas qualifications assessed by the NZQA

P5 means teachers who hold a current practicing certificate issued by the Teaching Council of Aotearoa New Zealand and:

- a. a subject or specialist level 9 qualification on the NZQF - masters or doctorate; or
- b. equivalent overseas qualifications assessed by the NZQA.

4.6. Higher Duties Allowance – Early Learning Centres

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.

4.6.1 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.

4.6.2 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.

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, including the entitlements to leave under the Family Violence Act 2018.

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, Waitangi Day and Matariki. When any of the above holidays falls on a Saturday or a Sunday, it shall be observed on the following Monday, with the exception of Matariki as the calendar date for the holiday will shift each year to align with the maramataka.

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 ten working days per year, as per the Holidays Act 2003, calculated on the basis of the Employee's relevant daily pay.
- c) Employees who are current, financial members of NZEI Te Riu Roa at 1 February, 2024 are offered one (1) additional day of Sick Leave during the term of this Agreement, by application to the

relevant Service Delivery Manager. This entitlement is to be used in the event that existing annual Sick Leave entitlements are exhausted.

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.

An employee who has been a member of NZEI Te Riu Roa for at least six (6) months is eligible for an additional one (1) day of Communicable / Infectious Diseases leave. Such employees must be current NZEI Te Riu Roa members and have been a member for a minimum of six (6) months when the leave is taken. This additional one (1) day leave will not accumulate or be paid out on termination.

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 100% 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 a minimum of three (3) and a maximum of five (5) days leave without loss of pay on each occasion of the death of the employee's partner, father, mother, brother, sister, child (including circumstances recognised in s 69 of the Holidays Act 2003 where a pregnancy ends by miscarriage or stillbirth), 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).

An employee shall be entitled to a minimum of one (1) day's leave without loss of pay per bereavement if another person dies and the employer accepts that the employee has had a bereavement.

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 advise their manager of their relationship to the deceased and the dates they wish to be away from the workplace, ensuring that notice is given to Barnardos as soon as practicable on the first day of absence.

In granting leave the Centre Manager 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 Manager.

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 any amendments, 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 paid parental leave payments that employees can access through the IRD.

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.

5.12 Family harm

Barnardos is committed to supporting employees who have been affected by family harm/family violence and has a policy outlining this in detail. In supporting employees affected by family violence, Barnardos shall ensure that family violence leave will be provided to employees and that any leave provided meets or exceeds the requirements of s 72H of the Holidays Act 2003.

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 Teaching 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 Summary Dismissal

Nothing in clause 6.3 prevents the employer from ending the employee's employment 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 69B of the Employment Relations Act 2000 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. The provisions of clause 6.4.6 below are noted. 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 1 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

- a. In all cases, Barnardos will first discuss and explore opportunities for suitable alternative employment with an affected employee, including redeployment within the organisation. When doing this, Barnardos will take into account the employee's skills and experience and provide reasonable retraining support to enable the employee to transition into the new position. Termination of employment will be the last resort.
- b. In situations where more than one affected employee is suitable for the same redeployment opportunity, for example, where two positions have been disestablished and a new hybrid position established, the employer will undertake a selection process to determine which of the impacted employees should be redeployed into that new position.
- c. All existing accrued service-related entitlements, e.g. annual holidays, sick leave, long service leave, etc, will be carried into the redeployment position.
- d. "Suitable alternative position" is defined as a position that is no less favourable for the affected employee(s) and on suitable terms and conditions including hours of work.
- e. An employee who declines an offer of a suitable alternative position shall be deemed to have resigned and will not be entitled to any of the provisions of this clause.
- f. Further support may include providing information on the employee's employment status, granting time off work to attend job interviews or pursue retraining possibilities.
- g. 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 Work Act 2015, 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

Smoking and vaping at Barnardos centres is strictly prohibited in line with Barnardos policy..

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 82 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.

8.2 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 Teaching 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; and
- unwanted by the recipient; and
- repeated or of a significant nature; and
- have a detrimental impact on the recipient's work environment or performance; or
- can lead to physical or psychological harm

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.

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

Sexual Harassment

Sexual harassment includes asking for or suggesting:

- sexual intercourse;
- sexual contact; or
- any other form of sexual activity

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).

Racial Harassment

Racial harassment includes the use of language (written or spoken), visual material or physical behaviour that:

- expresses hostility against, or brings into contempt or ridicule, any other person on the grounds of colour, race or ethnic or origins of that person; and
- is hurtful or offensive to that other person; and
- is either repeated, or of such a significant nature, that it has a detrimental effect on that other person.

If an investigation of any allegations determines that an employee has been sexually or racially harassing or bullying any other employee (or 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.

12.4 Worksite Representatives

The employer will recognise the appointed or elected union worksite representative/s and their role in representing union members.

Union worksite representatives ("worksite reps" or "WSRs") have entitlements set out in section 18A of the Employment Relations Act 2000 relating to reasonable paid time for union activities. The

activities must not unreasonably disrupt the employer's business or the union WSR's performance of employment duties.

In addition to these entitlements, the employer, on request, will provide notice board space to enable the union WSRs to communicate with employees. The employer will provide a reasonable opportunity for the WSR to be introduced to all new employees during paid time.

The employer and union will develop a mutually agreed engagement process and structure that enables worksite reps and managers to meet twice yearly to further the relationship between them. The employer and the union may agree other arrangements for maintaining, establishing or further developing the relationship between them.

13.0 EMPLOYMENT RELATIONSHIP PROBLEMS

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

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

At any time if an employee thinks they have an employment problem then they must let their Manager or Supervisor know immediately. The employer can then try and resolve it with the employee then and there.

An employee may not feel comfortable approaching their direct Manager or Supervisor with an employment problem and in that case, the employee can go to another Manager or People and Capability team member or a union representative they 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 an employee feels they have grounds for a personal grievance with Barnardos (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then they must within 90 days of the occurrence of the issue, or from the time the employee became aware of it, raise the grievance with their Manager. However, in the case of sexual harassment, an employee must raise the matter within 12 months.

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).

With a personal grievance an employee can either tell their employer or union representative, or put their grievance in writing. To avoid any confusion or misunderstandings the employee might want to make sure they put their grievance in writing. That way all parties know exactly when the personal grievance was raised. The employer can then respond to the employee's claim within 14 days of receipt.

If an employee raises a grievance out of the 90-day or 12-month (as defined above) time frame, the employer can choose to accept the late grievance or reject it. If the employer chooses to reject it, the employee can ask the Employment Relations Authority to grant them leave to raise the grievance out of time.

Employment Problem Resolution Options

Representation

At any stage an employee is entitled to have a representative working on their behalf, and the employer will work with the employee and their representative to try to resolve the problem. Barnardos can also choose to have a representative working on their behalf.

Mediation

If an employee does not feel that Barnardos' response has resolved the employment problem then the employee 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 both parties request this.

Employment Relations Authority

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

Join NZEI and make a difference!

Together you and your colleagues in your union 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.

National Office

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**BARNARDOS NEW ZEALAND AND
NZEI TE RIU ROA INSTITUTE TE RIU ROA
TERMS OF SETTLEMENT 2025**

This document sets out the elements of the 2025 settlement for the Barnardos New Zealand and NZEI TRR Collective Agreement 2025 - 2026 ("the Barnardos CA"). The parties agree to make the following changes to the Collective Agreement:

Term

The term of this Collective Agreement will be 1 November 2025 and shall expire on 31 July 2026.

Member Only Benefit – clause 5.4.7

An employee who has been a member of NZEI Te Riu Roa for at least six (6) months is eligible for an additional one (1) day of Communicable / Infectious Diseases leave. Such employees must be current NZEI Te Riu Roa members and have been a member for a minimum of six (6) months when the leave is taken. This additional one (1) day leave will not accumulate or be paid out on termination.

Remuneration and Review

All union members that sit below the 2024 Living Wage will move to the 2024 Living Wage of \$27.80 per hour, effective 1 September 2025.
Teacher-in-Training year 3 will be paid an hourly rate of pay of \$28.30 per hour effective 1 September 2025.
Any change to Barnardos fiscal circumstances that may enable a review of remuneration for all staff will be offered to NZEI Te Riu Roa for acceptance of a variation.

Management Time – clause 3.1.4

In addition to existing entitlements, an additional day of management time will be granted in every 12-month period, effective from 1 November 2025, for those acting in full-time management roles (the day will be pro rata for part-time management). To avoid doubt, a "day" is based on the employee's ordinary hours of work. By mutual agreement with the Operations Manager, the time may be used in hourly allocations. Centre managers will avoid using this time in a manner requiring external costs.

Technical clarifications to Bereavement Leave clause 5.7

*An employee shall be entitled **to a minimum of three (3) and a maximum of five (5) days** leave without loss of pay on each occasion of the death ...*

An employee shall be entitled to a minimum of one (1) day's leave without loss of pay per bereavement if another person dies and the employer accepts that the employee has had a bereavement.

...

*The employee **shall advise their manager of their relationship to the deceased and the dates they wish to be away from the workplace,** ...*

Technical Change for clarification to Summary Dismissal clause 6.3.5.

Change title to "Summary Dismissal" from "Instant Dismissal"

Nothing in clause 6.3 prevents ~~instant dismissal~~ the employer from ending the employee's employment without notice in the case of serious misconduct.

Cross reference clause 6.4.6 in clause 6.4.2 – technical change for clarification

Management of Change clause 6.4.6

- a. In all cases, Barnardos will first discuss and explore opportunities for suitable alternative employment options with an affected employee, including redeployment within the organisation. When doing this, Barnardos will take into account the employee's skills and experience and provide reasonable retraining support to enable the employee to transition into the new position. Termination of employment will be the last resort.
- b. In situations where more than one affected employee is suitable for the same deployment opportunity, for example, where two positions have been disestablished and a new hybrid position established, the employer will undertake a selection process to determine which of the impacted employees should be redeployed into that new position.
- c. All existing accrued service-related entitlements, eg, annual holidays, sick leave, long service leave, will be carried into the redeployment positions.
- d. "Suitable alternative position" is defined as a position that is no less favourable for the affected employee(s) and on suitable terms and conditions, including hours of work.
- e. An employee who declines an offer of a suitable alternative position shall be deemed to have resigned and will not be entitled to any of the provisions of this clause.

... retain remainder of clause unamended

New worksite rep provisions clause 12.4 (Delete Appendix 1)

The employer will recognise the appointed or elected union worksite representative/s and their role in representing union members.

Union worksite representatives ("worksite reps" or "WSRs") have entitlements set out in section 18A of the Employment Relations Act 2000 relating to reasonable paid time for union activities. The activities must not unreasonably disrupt the employer's business or the union WSR's performance of employment duties.

In addition to these entitlements, the employer, on request, will provide notice board space to enable the union worksite reps to communicate with employees. The employer will provide a reasonable opportunity for the WSR to be introduced to all new employees during paid time.

The employer and union will develop a mutually agreed engagement process and structure that enables worksite reps and managers to meet twice yearly to further the relationship between them. The employer and the union may agree other arrangements for maintaining, establishing or further developing the relationship between them.

Technical changes to Schedule One – Personal Grievances

Change “you” and “your” to “an employee” and “their.” Amend “Personal Grievances” replacing the current provision with below:

If an employee feels they have grounds for a personal grievance with Barnardos (for unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), then they must within 90 days of the occurrence of the issue, or from the time the employee became aware of it, raise the grievance with their Manager. However, in the case of sexual harassment, an employee must raise the matter within 12 months. 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).**

If an employee raises their grievance outside of the 90-day or 12-month (as defined above) time frame, the employer can choose to accept the late grievance or reject it. If the employer chooses to reject it, the employee can ask the Employment Relations Authority to grant them leave to raise the grievance out of time.

Staffing and Ratios

The employer will comply with the minimum legal ratios set out in Schedule 2 of the Education (Early Childhood Services) Regulations as at September 2, 2024. The employer relies on the fact these ratios have been set by the regulator. However, Barnardos acknowledges that staffing ratios has been raised for discussion in bargaining as something that is important to teachers.

Infectious Disease Leave Joint Communication

Barnardos Early Learning agrees to share information about infectious disease leave with Centre Managers, and Regional Managers to (1) ensure that members covered by the collective agreement are aware of this entitlement and (2) encourage the use of this entitlement where appropriate.

Commitment to joint advocacy

Barnardos New Zealand and NZEI Te Riu Roa agree to collaborate and advocate together for high quality Early Childhood Education that supports every child to shine bright. We recognise that system change is crucial for the success of tamariki Māori. We commit to advocating for mechanisms that:

- Promote the positive impact of high quality ECE on long term outcomes for tamariki and whānau
- Recognize that teachers' working conditions are children's learning conditions. Whakamana kaiako, whakamana tamariki.
- Review and redesign key structural elements of the ECE sector, including the funding system, that holds children at its heart.

Living Wage

Barnardos Early Learning has confirmed they have increased many staff to the 2024 Living Wage rate from 1 September 2025.

Signature of Agreement

For NZEI Te Riu Roa

Date

For Barnardos

Date