

THE SALVATION ARMY EARLY CHILDHOOD EDUCATION COLLECTIVE AGREEMENT 2010-2011

TERMS OF SETTLEMENT

1. **Term of the Agreement**

One-year term from 2 August 2010 to 30 July 2011.

2. **Pay Increases for all staff covered by the collective agreement**

A 2% increase from the commencement of the collective agreement for all staff covered by the agreement.

The new scales are attached as Annex A

3. **Amendment of the Supervisor pay scale**

- Delete the bottom row "16+", and rename "11-15" to "11+".
- Delete the two far right columns "U3" and "U4", and rename "51-100" to "51+".

See attached scales.

4. **Amendment of the current "Pay Parity" addendum to the collective**

Continue to include the commitment to "Pay Parity" in the addendum, but delete the last sentence of a) so that it reads:

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

5. **Visa Restrictions**

Insert new clause at the end of Part 4:

- h) **Visa Restrictions:** Where the employee's right to work in New Zealand is conditional upon holding a current Visa/Work Permit, then it is important to note that this agreement is subject to Visa restrictions. If the employee is unable to renew their Work Permit or gain permanent residency, their employment can be justifiably terminated. The employee must inform The Salvation Army immediately if any restrictions or changes to the employee's Work Permit mean they are no longer able to lawfully work in New Zealand.

6. Part 5(a) – Correction of Education (Early Childhood Centres) Regulations

Replace “1990” with “1998”.

7. Part 6(c)(i) (Years of Service for Early Childhood Teachers)

Amend provision by adding after “wages schedule” in line 1, “(for the purposes of determining wages on appointment and progression on the relevant pay scale)”, so that the clause reads as follows:

- i) **Years of Service:** Years of service as set out in this wages schedule (for the purposes of determining wages on appointment and progression on the relevant pay scale) are years of employment as an early childhood teacher within the Early Childhood Education Sector or as a qualified registered teacher employed in a teaching position in a state or integrated primary, special, area or secondary school provided that a teacher holds the benchmark qualification for ECE teaching. Provided that one year's service shall be calculated for part time employees on a year of 1,440 working hours for all centres except William Booth Grove, Upper Hutt and Kids Matter to US, Waitakere where service shall be calculated for part time employees on a year of 1,000 working hours, provided that progression on the wage scale will not occur prior to 12 calendar months.

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

8. Part 6(c)(viii)(a) – Improved Qualifications

Replace “(Q3+ from 1 July 2007)” with “or Q3+”.

9. Part 7(j) – Meal and Rest Breaks

Replace current provision with the following:

j) Meal and Rest Breaks

If the employee's work period is:

- i. 2 hours or more but not more than 4 hours, the employee shall be entitled to one paid rest break of not more than 15 minutes.
- ii. More than 4 hours, but not more than 6 hours, the employee shall be entitled to one paid rest break of not more than 15 minutes, and one unpaid meal break of at least 30 minutes but not more than 60 minutes, which shall be allowed between 11:00am and 2:30pm.
- iii. More than 6 hours, but not more than 8 hours, the employee shall be entitled to two paid rest breaks of not more than 15 minutes, and one unpaid meal break of at least 30 minutes but not more than 60 minutes, which shall be allowed between 11:00am and 2:30pm.
- iv. More than 8 hours, the employee shall be entitled to two paid rest breaks of not more than 15 minutes, and one unpaid meal break of at least 30 minutes but not more than 60 minutes, which shall be allowed between 11:00am and 2:30pm, plus the same breaks as specified in points 1-3 above, as if the employee's work period had started at the eighth hour.

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

“Work period” means the period beginning with the time when (in accordance with the employee's terms and conditions of employment) the employee starts work, and ending with the time when (in accordance with the employee's terms and conditions of employment) the employee finishes

work. It includes all authorised breaks (whether paid or unpaid) provided to the employee or to which the employee is entitled during that period.

Tea, coffee, milk and sugar shall be provided.

10. Part 10(d) – Payment of Wages

Replace “Wednesday” with “Thursday”.

11. Part 11(a)(iii) – Statutory Holidays

Amend provision by adding after “in addition” and before “an alternative holiday”, the following: “if the public holiday falls on a day that would otherwise be a working day for the employee”, so that the clause reads:

- iii If an employee is required to work on any part of a public holiday, the payment shall be the portion of the employee’s relevant daily pay that relates to the time actually worked on that day plus half that amount again. Provided that any time worked in excess of eight hours on the day will be paid at double time in accordance with Part 8b. In addition, if the public holiday falls on a day that would otherwise be a working day for the employee, an alternative holiday will be granted in lieu of the holiday and will be paid at the employee’s relevant daily pay.

12. Part 11(c)(i) – Annual Leave

Replace “ordinary pay” with “ordinary weekly pay”.

13. Part 12(a)(vii) – Sick Leave

Add “or partner” after “employee’s spouse” in line 2.

14. Part 13(a)(i) – Bereavement Leave

Add “partner” after “employee’s spouse”, and “or partner’s” after “spouse’s”.

15. Part 15(a) – Motor Vehicle Allowance

Update the “Motor Vehicle Allowance” clause so that it reads:

- a) **Motor Vehicle Allowance:** When use of the employee’s private motor vehicle is required for official purposes, reimbursement will be in accordance with the Official Minute MVT. (Note that rates of reimbursement under the Official Minute may change from time to time dependent on changes in fuel, vehicle prices and maintenance costs of vehicles.) A log book is to be kept and claims are to be signed by the employee’s Supervisor.

16. Part 16(c) – Tutor Teacher Allowance

Delete the words “\$600 per annum or” and “effective from 1 July 2009”.

17. Part 26(e) – Personal Grievance

Replace “Part 28” with “Part 27”.

18. Part 32 – Signatory parties

Replace “The Salvation Army” with “The Salvation Army New Zealand Trust”.

19. Addendum - Review

Include a new addendum at the end of the agreement regarding the review to be undertaken of The Salvation Army ECE services:

The parties agree that:

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

20. References to Cecilia Whatman Early Childhood Education Centre

Delete all references to Cecilia Whatman Early Childhood Education Centre from the collective agreement:

- List of centres in the header at the very start of the agreement (page 4)
- Part 2(a) – Coverage
- Delete Part 6(a)(iii) – “Team Leader” definition (plus renumbering of subsequent subclauses)
- Delete Part 6(c)(xii) – “Management Unit”
- Part 7(a) – delete “except in the case of Cecilia Whatman Early Childhood Education Centre where the ordinary hours of work will be between 6:30am and 5:30pm, Monday to Friday.”

**Annex A
PAY SCALES**

Supervisor

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

Assistant Supervisor

| Centre Size | Salary |
|--------------------|---------------|
| 0-25 | 63,569 |
| 26-50 | 65,354 |
| 51+ | 67,139 |

Early Childhood Teacher

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

Unqualified / In Training ECE Position

| Step | Hourly Rate | |
|-------------|--------------------|-------------------|
| 1 | 13.90 | Unqualified Start |
| 2 | 14.74 | In Training Start |
| 3 | 15.44 | |
| 4 | 16.32 | Unqualified Max |
| 5 | 17.10 | In Training Max |

Out of School Care

| | Step | Hourly Rate |
|-----------------------------|-------------|--------------------|
| OSCAR Supervisor | 1 | 15.63 |
| | 2 | 16.16 |
| | 3 | 16.67 |
| | 4 | 17.31 |
| | 5 | 17.93 |
| | 6 | 18.53 |
| | 7 | 19.19 |
| | 8 | 19.76 |
| | 9 | 20.35 |

| | | | |
|---|----------|-------|-------------------|
| OSCAR Educator/ Assistant Supervisor | 1 | 13.07 | Unqualified Start |
| | 2 | 13.58 | Trained Start |
| | 3 | 14.16 | Unqualified Max |
| | 4 | 14.93 | |
| | 5 | 15.69 | |
| | 6 | 16.42 | |
| | 7 | 17.17 | |
| | 8 | 18.36 | |

Clerical, Cooks, Cleaners, and Caretakers

| | Step | Hourly Rate |
|-----------------|-------------|--------------------|
| Clerical | 1 | 15.60 |
| | 2 | 16.43 |
| | 3 | 17.35 |

| | | |
|-------------|----------|-------|
| Cook | 1 | 14.67 |
| | 2 | 15.56 |
| | 3 | 16.44 |

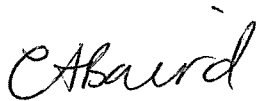
| | | |
|----------------|----------|-------|
| Cleaner | 1 | 13.90 |
| | 2 | 14.80 |

| | | |
|------------------|----------|-------|
| Caretaker | 1 | 14.95 |
| | 2 | 15.84 |

**THE SALVATION ARMY EARLY CHILDHOOD
EDUCATION COLLECTIVE AGREEMENT
2010-2011**

TERMS OF SETTLEMENT

Signatories



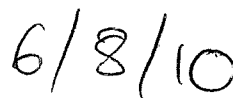
Christie Baird
For the Salvation Army New Zealand Trust



Dated



Fran Renton
For NZEI Te Riu Roa



Dated