

1 July 2012 – 30 June 2015



Collective Employment Agreement

*Academic Staff and
Senior Tutors*

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UNIVERSITY OF CANTERBURY

ACADEMIC STAFF COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN The Vice-Chancellor, University of Canterbury ("the Employer"/ "the University")

AND The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated ("TEU")

SECTION A: GENERAL

- a) This agreement is made pursuant to Part 5 of the Employment Relations Act 2000.
- b) This agreement shall be imported into and form part of the individual conditions of employment of employees bound by it.
- c) All employees agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the University and which are consistent with this agreement.
- d) The terms and conditions of employment contained within this agreement are effective from 1 July 2012.

SECTION B: COVERAGE OF THE AGREEMENT

B.1 COVERAGE

- B.1.1 This agreement shall apply to those employees employed as members of the academic staff or senior tutors and who are members of the TEU.
- B.1.2 Nothing in this agreement shall apply to senior managers as defined by the Employer.
- B.1.3 During the first 30 days of employment, the terms and conditions of new employees, whose work falls within the coverage clause, will be the terms and conditions of this agreement, and any such additional terms and conditions mutually agreed which are not inconsistent with this agreement. This sub-clause shall be reviewed at the end of the term of this document.

B.2 EQUAL EMPLOYMENT OPPORTUNITIES

- B.2.1 The parties to this agreement affirm the principles of EEO and that the provisions of Section 77D of the State Sector Act 1988 shall apply to this agreement. (See Appendix B).

- B.2.2 The Employer shall in each year develop and publish an equal opportunities programme aimed at improving EEO outcomes and will publish an annual report measuring performance.
- B.2.3 The Employer will promote policies and practices to ensure EEO objectives are met in all employment processes, particularly those concerning staff appointments, promotion and career development.
- B.2.4 The Employer will provide opportunities for EEO training for all managers and interested staff and will monitor EEO in the processes listed above.

B.3 PERSONNEL POLICY PRINCIPLES

The provisions of Section 77A of the State Sector Act 1988 shall apply. (See Appendix C).

B.4 ACCESS TO AGREEMENT

This agreement shall be made readily accessible to all employees.

SECTION C: TERMS OF EMPLOYMENT

C.1 CATEGORIES OF EMPLOYEE

C.1.1 Academic Staff

All staff appointed by the University to undertake teaching, research and administration.

C.1.2 Full-time Academic Staff

All staff working on a continuing basis and employed as a full-time member of staff.

C.1.3 Part-time Academic Staff

All staff working on a continuing basis and employed as a part-time member of staff. Part-time staff receive the entitlements of this agreement on a pro-rata basis.

C.1.4 Fixed-Term Academic Staff

Shall mean those engaged for a specified limited term, or for a specified project or to replace an employee who is on parental or other leave.

C.1.5 Senior Tutor

Staff appointed by the Employer to provide Teaching Assistance co-ordination and support and laboratory/ tutorial administration for the relevant School/Department and course coordinator in particular. (Duties do not include research).

C.2 TERMS OF EMPLOYMENT

- C.2.1 Staff are subject to the regulations, instructions and resolutions of the University in the discharge of their duties.
- C.2.2 Employees are responsible to their Head of School/Department, Director or Manager as appropriate, who is in turn responsible to the relevant Pro-Vice-Chancellor as appropriate.

The Vice-Chancellor is by statute the employer of all staff and has the ultimate authority over staff.

- C.2.3 Within this general framework, members of staff will undertake teaching, examining and research (academic staff) or provide the necessary teaching assistance co-ordination, support and administration (senior tutors), as well as assisting generally in the work of the School/Department, as directed by the Head of School/Department.
- C.2.4 Staff may undertake a limited amount of professional work and public service outside the University provided such activities do not interfere with University duties. Staff wishing to undertake paid employment outside this guideline shall inform the Head of School/Department who will, if necessary, refer the request to the relevant Pro-Vice-Chancellor for approval.
- C.2.5 Staff shall have the right within the law to act as a critic and conscience of society.
- C.2.6 Salaries are paid within the scales contained in clause E.1. In the case of an overseas appointee, salary will be paid from an approved departure date for Christchurch.
- C.2.7 Fares and removal expenses to Christchurch, on a scale approved from time to time, will be allowed for an appointee, spouse or partner and dependent children from the appointee's place of residence at the time the offer of appointment is made.

C.3 TERMINATION OF EMPLOYMENT

- C.3.1 For employees other than fixed term staff, the appointment is subject to three months' notice in writing on either side, provided that such notice must not expire during a teaching semester. For fixed term employees notice will be deemed to have been given at the time the appointment is accepted. This shall not prevent the Employer from summarily dismissing an employee for misconduct.
- C.3.2 The Employer reserves the right to pay employees in lieu of notice.
- C.3.3 Should the position be resigned within three years from the date of appointment, a refund of fares and removal expenses will be required on a pro-rata basis.

C.4 CONSULTATION

- C.4.1 The TEU recognises that the Employer has the right to manage, organise and make final decisions on the operations and policies of the University.
- C.4.2 The Employer recognises that the TEU has a mutual interest in ensuring an effective and efficient workplace, that all parties to this agreement have an important contribution to make to achieve this goal, and that employees should participate in management of change through an effective consultation process.
- C.4.3 The Employer will advise and consult any affected employees and their representatives where the employer proposes change which may result in significant changes to either the structures, staffing levels or work practices. Sufficient information (subject to commercial sensitivity and privacy considerations) will be provided by the Employer to enable the parties consulted to develop an informed response. Sufficient time must be allowed for the consulted parties to assess the information and provide a response within a reasonable timeframe. The Employer will enter consultation with an open mind and give genuine consideration to the matters raised in any response made by the affected employees or their representatives. While there will be an attempt to reach agreement, the final decision shall be the responsibility of the Employer.

- C.4.4 Equally, there is an obligation on the TEU to raise with the Employer at an early stage any issues or matters of concern which could have an impact on the operations of the University.

C.5 REDUNDANCY PROVISIONS

- C.5.1 A redundancy may occur in a situation where an employee's job is terminated because it has become superfluous to the University's needs.
- C.5.2 The Employer shall advise the employee(s) affected and the relevant employee organisation and/or any other representative nominated by the employee not less than four months prior to the redundancy taking effect. The four-month period is inclusive of the ordinary period of notice required in this agreement.
- C.5.3 At the time of giving notice, the Employer shall discuss with the employee(s) details of the redundancy situation and the reasons for it and shall also give genuine consideration as to whether any alternatives to redundancy are appropriate, such as, but not limited to: redeployment; retraining; voluntary redundancy; natural attrition; reduction in hours; and early retirement.
- C.5.4 If pursuant to clause C.5.3, redeployment is considered appropriate, then:
- C.5.4.1 By agreement the employee(s) may be deployed to a position at the same, higher or lower salary. Where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the employee in the old position at the time of redeployment.
- C.5.4.2 An equalisation allowance can be paid as either:
- a) A lump sum to make up for the loss of basic salary for the next two years (this is not abated by any subsequent salary increase);
- or
- b) An on-going allowance for two years equivalent to the difference between the present salary (including superannuation) and the new salary. The allowance will be abated by any salary increase for the new position during the two-year period,
- as the Employer may decide.
- C.5.5 Where an employee is redeployed into an alternative position, the employee may, within the first six months in the new position, elect to resign from it, giving the appropriate notice, and will have any severance payment calculated under clause C.5.9 below paid as though he/she had not taken up the new position. Service in the new position does not count towards calculation of the severance payment.
- C.5.5.1 Where the equalisation allowance has been paid in a lump sum and the employee resigns from the alternative position within the six month period specified in clause C.5.5, then the severance payment will be reduced by a pro rata amount.
- C.5.5.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause C.5.4.2 (a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- C.5.6 If the employee is redeployed into a fixed-term position which ceases to exist and the employee is not redeployed to a further position, the employee will be paid a severance payment on the following basis:

- C.5.6.1 Where employment ceases within one year, the full severance payment.
- C.5.6.2 Where employment ceases after one year but within three years, 50% of the severance payment.
- C.5.6.3 Where employment ceases after three years, no severance payment.

Service in the fixed-term position does not count towards calculation of the severance payment.

- C.5.7 If pursuant to clause C.5.3, an alternative to redundancy is not considered appropriate and the Employer decides that redundancy is still required then the affected employee(s) will be notified in writing.
- C.5.8 An employee who has been given notice of redundancy will, within the period of notice, be given reasonable time, on full salary, to make arrangements to seek new employment. These arrangements may include, for example, assistance in the preparation of a curriculum vitae, attendance at employment interviews and counselling.
- C.5.9 An employee declared redundant by the Employer shall be entitled to a severance payment calculated as follows:
 - C.5.9.1 Six weeks' ordinary salary for the first year of service or part thereof; and
 - C.5.9.2 Two weeks' ordinary salary for the second and subsequent years or part thereof to a maximum payout of forty-four weeks.
- C.5.10 A severance payment shall not be payable to casual, temporary or fixed-term employees.

C.5.11 Employee Protection

- C.5.11.1 In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or contracted out to another person, the Employer will notify the employee(s) that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.
- C.5.11.2 In the course of negotiating a sale and purchase agreement or a contract for services, the Employer will:
 - a) endeavour to obtain employment of the employee(s) (if practicable) with the new employer; and
 - b) endeavour to obtain such employment on the same or not less favourable terms and conditions of employment.
- C.5.11.3 The Employer will subsequently advise the employee(s) as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- C.5.11.4 Where employment opportunities exist the Employer will advise the employee(s) of his/her/their right to accept or decline to transfer to the new employer.
- C.5.11.5 If the employee(s) chooses to transfer to the new employer on the same or not less favourable terms and conditions of employment he/she/they will not be deemed to be redundant for the purpose of clauses C.5.1 to C.5.10 hereof.
- C.5.11.6 If the employee(s) chooses not to transfer to the new employer or if there are no employment opportunities with the new employer, the employee will be deemed to be redundant and clauses C.5.1 to C.5.10 hereof will apply.

Note: This clause is inserted pursuant to the Employment Relations Amendment Act (No 2) 2004

C.6 SUPERANNUATION

Employees may belong to the Government Superannuation Fund, the New Zealand Universities Superannuation Scheme or any other approved scheme in accordance with the provisions of the Fund or Scheme, provided that in the case of schemes other than the Government Superannuation Fund or the New Zealand Universities Superannuation Scheme the rate of employer contribution including tax does not exceed that stipulated for the New Zealand Universities Superannuation Scheme. Employees may also elect to participate in KiwiSaver, in which case, the Employer will provide KiwiSaver benefits to the employee (including employer contributions) in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).

C.7 STAFF DEVELOPMENT

C.7.1 Induction Programmes

The Employer will provide induction programmes in which new employees are expected to participate.

C.7.2 Staff Development Programmes

The Employer undertakes to provide staff development programmes in which the employee may participate.

C.8 EMPLOYEE NOT TO BIND EMPLOYER

Except for delegated duties, the employee shall not at any time enter into any contract or agreement with any person, company or corporation that shall purport to bind the Employer in any manner whatsoever without written authority from the Employer. The Employer shall not be bound by any contract or agreement entered into without its written consent or delegation.

C.9 ACADEMIC WORKLOAD

Academic workload (such as teaching, supervision, research, administration and service) shall be allocated in an open, transparent and planned way.

C.10 ATTENDANCE

C.10.1 The nature of academic work requires the regular presence of employees at the University. Academic staff are required to be in attendance at the University for all scheduled teaching, for scheduled meetings, examinations, and for student and research consultation. Employees must inform the Employer if they are going to be absent from the University campus for more than two consecutive working days and their normal contact details will not enable them to be contacted.

C.10.2 When an employee is absent from work for a continuous period of five working days without the consent of the Employer, or without notification to the Employer, and the employee is not able to be contacted on their normal contact telephone numbers, the employee shall be deemed to have abandoned his/her employment. The University shall make all reasonable efforts to contact the employee during this period. Where an employee was unable through no fault of that employee to notify the Employer, employment shall not be deemed to have been abandoned.

SECTION D: HOURS OF WORK

D.1 HOURS OF WORK

- D.1.1 The hours of work for academic staff shall be such as are reasonably required to fulfil the duties of an academic staff member of the University and shall be worked at such time and on such days as the Employer may reasonably require. In determining the exact hours of work, consideration will be given to the needs of the employee and current practice. The 'reasonable' requirements for part-time employees will be based on the proportion of full-time duties for which they are paid.
- D.1.2 For senior tutors, thirty-seven and a half hours shall constitute an ordinary full-time week's work to be worked between 7.00 am to 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday, normally worked on not more than five days except that by mutual agreement of the Employer and the individual employee, the hours may be varied within a 37½ hour week on not more than five days.

SECTION E: REMUNERATION

E.1 ACADEMIC SALARY SCALE

- E.1.1 Effective 1 January 2014, a percentage salary increase to the pay scales will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2013, as published by Statistics New Zealand.
- E.1.2 Effective 1 January 2015, a percentage salary increase to the pay scales will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2014, as published by Statistics New Zealand.

	Grade	With effect from 1 July 2012
Assistant Lecturer	1.05	57,839
	1.06	61,132
	1.07	64,281
	1.08	67,146
Lecturer	2.01	71,582
	2.02	74,875
	2.03	78,025
	2.04	81,032
	2.05	84,039
	2.06	87,188
Senior Lecturer	4.01	91,770
	4.02	94,918
	4.03	98,070
	4.04	100,933
	4.05	104,083
Senior Lecturer Above the Bar	5.01	108,664
	5.02	111,814
	5.03	114,962

Associate Professor/Reader	6.01	119,401
	6.02	122,550
	6.03	125,699
	6.04	128,707
Professor	7.01	136,795
	7.02	142,470
	7.03	149,055
	7.04	155,220
	7.05	161,202
	7.06	167,162
	7.07	171,986
Distinguished Professor	8	171,986

E.2 PROMOTION

All staff shall be given the opportunity to apply annually for promotion. This does not preclude an individual salary review in special circumstances.

E.3 CRITERIA FOR PROMOTION (ACADEMIC)

E.3.1 Acceleration

- E.3.1.1 Applicants may apply for acceleration up the relevant scale by the award of a double salary increment.
- E.3.1.2 Double salary increments depend on exceptional achievement in the prescribed criteria; it is unusual for an applicant who is not at the top of a salary scale, or at a bar, to be promoted.

E.3.2 Promotion to Senior Lecturer

- E.3.2.1 Promotion to Senior Lecturer will depend primarily upon a high level of achievement in teaching and in scholarship, research and creative work. Exceptional performance in one of these areas may compensate for lesser, though still good, performance in the other.
- E.3.2.2 For promotion to Senior Lecturer an acceptable contribution to School/Department administration is expected, although contribution at a University level will also be considered. Professional service will also be considered.

E.3.3 Promotion to Senior Lecturer Above the Bar

- E.3.3.1 Promotion to Senior Lecturer above the bar recognises Senior Lecturers of special merit as evidenced by high achievement in teaching, and in scholarship, research and creative work. Exceptional performance in one of these areas may compensate for lesser, though still good, performance in the other.
- E.3.3.2 Senior Lecturers seeking promotion over the bar must demonstrate good contributions to University service. Professional service will also be considered.

E.3.4 Promotion to Associate Professor

- E.3.4.1 Promotion to Associate Professor will depend primarily on high achievement in scholarship, research and creative work.

- E.3.4.2 Applicants must demonstrate their effectiveness as teachers. Outstanding research achievement cannot compensate for poor teaching.
- E.3.4.3 Applicants must demonstrate good contributions to University and professional service.
- E.3.4.4 Applicants for promotion to Associate Professor must demonstrate academic leadership or the clear potential for academic leadership.

E.3.5 Associate Professor or Reader – Movement Within the Range

- E.3.5.1 Movement to the third or fourth step in the salary range will depend primarily on continued high achievement in scholarship, research and creative work.
- E.3.5.2 Applicants must continue to demonstrate effectiveness as teachers. Outstanding research achievement cannot compensate for poor teaching.
- E.3.5.3 Applicants must continue to demonstrate good contributions to University and professional service.
- E.3.5.4 Applicants must demonstrate development of their role as an academic leader in order to move up the scale.

E.3.6 Promotion to Professor

- E.3.6.1 Promotion to Professor is both a recognition of and an expectation of continued outstanding research and academic leadership. The main criterion for promotion is international distinction in scholarship as evidenced by published research or other original contributions of acknowledged excellence in the applicant's field.
- E.3.6.2 Strong academic leadership is required.
- E.3.6.3 Applicants must demonstrate effectiveness as teachers. Outstanding research achievement cannot compensate for poor teaching.
- E.3.6.4 Applicants must demonstrate a substantial contribution to University and professional service.
- E.3.6.5 There is an expectation that Professors will be prepared to act as head of School/Department if required.

E.3.7 Professor – Movement Within the Range

- E.3.7.1 Movement within the range of salaries will depend primarily on continued high achievement in scholarship, research and creative work.
- E.3.7.2 Applicants must continue to demonstrate effectiveness as teachers.
- E.3.7.3 Applicants must continue to demonstrate substantial contributions to University and professional service.
- E.3.7.4 Continued strong academic leadership is expected.

E.4 SENIOR TUTORS SALARY SCALE

- E.4.1 Effective 1 January 2014, a percentage salary increase to the pay scales will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2013, as published by Statistics New Zealand.
- E.4.2 Effective 1 January 2015, a percentage salary increase to the pay scales will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2014, as published by Statistics New Zealand.

	With effect from 1 July 2012
1.01	53,399
1.02	56,408
1.03	59,272
2.01	63,137
2.02	66,001
2.03	69,006
2.04	72,013
3.01	76,594
3.02	79,601
3.03	82,608

E.5 CRITERIA FOR PROMOTION (SENIOR TUTORS)

E.5.1 Movement Across Bar

Movement across the bar will depend upon the following criteria:

- (a) Individual merit including level of achievement, skills and value to the organisation, including on-the-job experience;
- (b) Recruitment and Retention experience;
- (c) Job Content including scope and complexity.

SECTION F: ALLOWANCES

F.1 TE REO ALLOWANCE

Where Maori staff who are called upon by the University or senior Maori staff (such as the AVC Maori and kaiarahi) agree to use Tikanga Maori, Te Reo Maori in circumstances where such duties are above and beyond the normal requirements of the employee, the University will recognise such contributions. This may be by way of agreed kaiarahi job descriptions, recognition in promotions policy, other financial recognition or in some other agreed manner.

SECTION G: HOLIDAYS AND LEAVE

G.1 PUBLIC HOLIDAYS

The following days shall be observed as public holidays: New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Canterbury Show Day, Christmas Day, Boxing Day.

G.1.1

- a) Where any employee is rostered and works on the day a statutory holiday is legally observed (except Anzac Day or Waitangi Day when these fall on a Saturday or Sunday) he/she shall be paid at least an amount equivalent to T0.5 in addition to the ordinary rate of pay for all hours actually worked in accordance with the Holidays Act 2003. In addition he/she shall be allowed an alternative holiday (i.e. a whole day off in lieu) to be taken in accordance with the Holidays Act 2003.
- b) Where any employee is not rostered to work but is required to work on the day a statutory holiday is legally observed (except Anzac Day or Waitangi Day when these fall on a Saturday or Sunday) he/she shall be paid at least an amount equivalent to T0.5 in addition to the ordinary rate of pay for all hours actually worked in accordance with the Holidays Act 2003. In addition he/she shall be allowed an alternative holiday (i.e. a whole day off in lieu) to be taken in accordance with the Holidays Act 2003.

G.2 UNIVERSITY HOLIDAYS

Five days each year are prescribed as University Holidays. The University has prescribed Christmas Eve (or the last working day before Christmas Day), Easter Tuesday and the three working days between Christmas and New Year as University Holidays.

G.3 LEAVE (GENERAL)

- G.3.1 Heads of Schools/Departments are responsible to the relevant Pro-Vice-Chancellor for the management of their School/Department. In order for Heads to be aware of the movements of staff members, it is necessary for them to be kept informed when staff plan to be away from the School/Department for extended periods.
- G.3.2 Continuing members of the academic staff may be granted leave in terms of the following provisions.
- G.3.2.1 Leave on official business within New Zealand (eg conference leave) may be approved by the Head of School/Department. Any financial assistance provided is to be met from School/Departmental funds.
 - G.3.2.2 Leave on official business outside New Zealand (eg overseas conference leave) outside the term dates specified in the University Calendar and for up to one month within the term dates may be approved by the Head of School/Department. Any financial assistance provided is to be met from School/Departmental funds.
 - G.3.2.3 Leave on official business outside New Zealand during term time in excess of one month may be approved by the relevant

Pro-Vice-Chancellor on the recommendation of the Head of School/Department.

- G.3.2.4 Study Leave may be applied for in terms of clause G.10.
- G.3.2.5 Other leave may be considered on an ad hoc basis and will be determined on the merits of each case.
- G.3.2.6 All applications for leave must be made in good time before the anticipated date of departure. Applications made after the leave has been taken are not normally accepted.
- G.3.2.7 Parental leave may be applied for in terms of clause G.8.
- G.3.2.8 Retirement leave may be granted in terms of clause G.6.
- G.3.2.9 For the purpose of calculating leave entitlements, all previous permanent service with the Employer will be counted, except where a break in employment has been for six years or more.

G.4 ANNUAL LEAVE ENTITLEMENT

- G.4.1 Continuing (permanent) staff are entitled to five weeks annual leave to be taken in accordance with the Holidays Act 2003 and its amendments.
- G.4.2 Fixed Term Employees are entitled to four weeks annual leave in to be taken in accordance with the Holidays Act 2003 and amendments.
- G.4.3 Annual leave must be taken by agreement with the Head of School/Department.

G.5 SICK LEAVE

- G.5.1 Employees who are absent because of either sickness or accident should ensure that their Head of School/Department is informed promptly.
- G.5.2 Employees who are absent because of sickness or accident will continue in the first instance to be paid salary by the Employer, provided that in accordance with the Holidays Act 2003 (and amendments) the Employer may require a medical certificate where the absence extends beyond one week. Notwithstanding, the Employer may require the employee to produce a medical certificate (at the Employer's expense) in cases of absence of less than three consecutive calendar days where the Employer considers, on reasonable grounds, that the sick leave is not genuine.
- G.5.3 The situation, including the question of continued payment of salary, will be reviewed by the Employer in consultation with the employee after three months. The expectation is that such a review will occur earlier for Senior Tutors.

G.6 RETIREMENT LEAVE

- G.6.1 Employees who wish to retire are required to give three months' notice except for retirement for medical reasons.
- G.6.2 Members of staff who retire in terms of their conditions of employment shall be eligible to receive retiring leave as follows:

Years of Continuous Service	Entitlement
10	one calendar month's leave
12	two calendar months' leave
14	three calendar months' leave
16	four calendar months' leave

18	five calendar months' leave
20	six calendar months' leave

- G.6.3 Service for the purpose of retirement leave entitlement and calculation, means unbroken employment, full-time or permanent part-time (on a pro rata basis) in the University together with any other service which the Employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retirement leave if the employee accepted voluntary severance.
- G.6.4 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long service leave due.
- G.6.5 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.
- G.6.6 Retirement leave commences from the day following the last day of duty. Where annual leave is due the retirement leave commences from the working day following expiry of such leave.

G.7 GRANT IN LIEU OF RETIREMENT LEAVE

- G.7.1 All employees eligible for retirement leave may elect to receive, instead of any period of retirement leave to which they are entitled, a lump sum gratuity equivalent in value to that leave.
- G.7.2 On the death of an employee the Employer may approve a cash grant in lieu of retirement leave to the surviving spouse or partner or if there is no surviving spouse or partner to any dependent.

G.8 PARENTAL LEAVE

- G.8.1** Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.8.3 and G.8.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act.
- G.8.2** In addition, paid parental leave of 9 weeks will be provided to continuing (permanent) employees after 12 months' continuous employment, provided that, if both male and female partners are employed by the Employer and are eligible for paid leave, then they are entitled to one and only one such period of paid leave, and they may choose who will receive it.
- G.8.3 Entitlement and Eligibility**
- An employee while they are employed in the University is entitled to parental leave in the following circumstances:
- G.8.3.1 In respect of every child born to them or their partner.
- G.8.3.2 In respect of every child up to and including five years of age, adopted by them or their partner.
- G.8.3.3 Leave up to 52 weeks will be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.

- G.8.3.4 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- G.8.3.5 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- G.8.3.6 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- G.8.3.7 In addition to parental leave:
 - a) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
 - b) A male employee may take a continuous 14 day period on leave without pay as leave. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

G.8.4 Job Protection

An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.

- G.8.4.1 A similar position means a position:
 - (a) At the equivalent salary and grading; and
 - (b) On the same university campus; and
 - (c) Involving responsibilities broadly comparable to those exercised in their previous position.
- G.8.4.2 When an employee goes on parental leave an Employer must as first preference:
 - G.8.4.2.1 Hold the employee's position open (Note - This includes filling it temporarily); but
 - G.8.4.2.2 If the Employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the Employer shall provide a written offer of one of the following (in order of priority):
 - (a) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave;
 - or
 - (b) If this is not possible the Employer may approve one of the following options:
 - i) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or

- ii) where extended parental leave as provided in (i) expires and no position is available for the employee, the employee continues on leave without pay and the Employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to six weeks' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

G.8.5 Deployment

When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same University deployment provisions that would apply to other staff members who are part of the same surplus will apply.

- G.8.6 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

G.8.7 Salary Rates

- G.8.7.1 Any adjustments to salary rates that are backdated into the period covered will apply.

- G.8.7.2 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

G.9 BEREAVEMENT/TANGIHANGA LEAVE

- G.9.1 An employee shall be granted bereavement/tangihanga leave on full pay to discharge their obligation and/or to 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 to perform roles at all or part of a tangihanga (or its equivalent), including karanga, mihi, karakia, kaumatua, kuia or kaitautoko. This shall include leave to attend hura kohatu (unveilings), kawemate (re-enactment of tangihanga), and maumaharatanga (memorial services).

- G.9.2 In granting time off, therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner taking into account:

- a) The closeness of the association between the employee and the deceased, which 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 should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary

arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

- G.9.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.9.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.
- G.9.5 This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

G.10 SABBATICAL

- G.10.1 Sabbatical is an opportunity to put aside School/Departmental teaching and administration responsibilities to concentrate on increasing an academic staff member's knowledge and expertise in areas which will benefit the individual, the Department/School and the University by developing and enhancing creativity, research, teaching, and scholarship.
- G.10.2 Between the time of appointment and becoming eligible to apply for Sabbatical, new staff members can be expected to experience a wide range of problems normally encountered while establishing themselves in a new environment, teaching new courses and shaping the direction of their research careers. This can sometimes result in a lack of tangible evidence of creativity and/or scholarship. In such cases the first period of Sabbatical can provide the opportunity to concentrate on this aspect of the new career and demonstrate genuine capacity for this side of academic life.
- G.10.3 After this first period of Sabbatical and subsequently, the University can reasonably expect that such efforts will be evidenced by a steady output of publications or other relevant material demonstrating this capability in its academic staff. In the absence of such evidence the University is entitled to conclude that further investments in Sabbatical are unlikely to stimulate genuine academic effort in these staff members.
- G.10.4 Sabbatical accrues as per clauses G.10.5 and G.10.8 towards an entitlement to apply. Sabbatical is approved by the Pro-Vice-Chancellor, after a recommendation from the College Academic Staffing Committee to whom the staff member makes an application. The Sabbatical application including the timing of absences must have the endorsement of the Head of School/Department before its submission to the College Academic Staffing Committee. Approval will be based on the quality of the applicant's service, the academic merit of the leave programme to the individual, and the Department/School/University, including its strategic goals, and the length of qualifying service.

Note: In assessing applications for Sabbatical, each of the criteria above will be considered. In relation to the quality of the applicant's service, the following criteria will be used, the first being the most important:

- a) Scholarship and research, as evidenced by the quality and number of publications and/or, where applicable, other creative achievement.
 - b) Teaching contribution.
- G.10.5 Sabbatical accrues at the rate of 61 days per annum from the initial date of appointment or the date from which any service has been credited on appointment or the date of return from the last period of Sabbatical. Sabbatical may be accrued to a maximum accumulation of 365 days at any

one time. In exceptional cases where staff members with 365 days of accumulated Sabbatical are forced by circumstances beyond their control to defer the Sabbatical due to them, unused days in excess of 365 days may be carried over to the next period of Sabbatical. A special application for this must be made to the College Academic Staffing Committee, who may recommend to the Pro-Vice-Chancellor for approval. The maximum period of Sabbatical that can be taken at one time is 365 days even if days accrue beyond that limit because of exceptional circumstances.

- G.10.6 In cases of 305 days or less of accrued leave, Sabbatical will not normally be approved if it means that the applicant will do no significant teaching and/or other School/Departmental duties at the University of Canterbury for a whole year or more. Such an absence is permissible, subject to approval of the Head of School/Department and the College Academic Staffing Committee, only where there are 365 days of leave accrued. Shorter periods of leave falling substantially or mostly within the teaching periods will not normally be granted unless there are compelling reasons.
- G.10.7 The Pro-Vice-Chancellor, with advice from the College Academic Staffing Committee, will consider the impact of the Sabbatical period applied for on the teaching and administrative demands within semester time of the academic programme within which the staff member teaches. Any flexibility regarding the periods of Sabbatical taken and whether Sabbatical can be split to cater for the requirements of particular disciplines is at the discretion of the Pro-Vice-Chancellor. In cases of split periods of Sabbatical leave, clause G.10.11 will apply.
- G.10.8 Sabbatical will accrue at the rate of 61 days per annum upon the conclusion of each full year of service up to a maximum of 365 days, as follows:

Years of Qualifying	Accrual of Sabbatical Service in Days
1	61
2	122
3	183
4	244
5	305
6	365

Note: In circumstances where there is a leftover balance of accumulated days following a period of Sabbatical the carry over balance will not be limited to blocks of 61 days but rather the actual days remaining up to a maximum of 365 days at any one time.

- G.10.9 A staff member shall normally not have Sabbatical approved unless at least one year separates the end of any previous Erskine Fellowship leave and the beginning of the Sabbatical.
- G.10.10 A staff member who has taken Sabbatical and fails to return to duty at the University or returns for less than three years shall refund an appropriate proportion of any funding approved in the original Sabbatical application.
- G.10.11 Accrual of Sabbatical will stop during an approved period of Sabbatical, and recommence when the staff member returns from Sabbatical.
- G.10.12 Accrual of Sabbatical will stop during an approved period of leave without pay, and recommence when the staff member returns from leave without pay.
- G.10.13 Periods of parental leave and extended sick leave do not impact on the accrual of Sabbatical.

- G.10.14 Annual leave accrues while a staff member is on Sabbatical. A pro-rated portion of annual leave must be taken during Sabbatical, with the relevant leave documentation completed by the staff member.
- G.10.15 Staff must submit reports detailing their academic achievements during the Sabbatical, with detailed reference back to the outputs in their Sabbatical application, to the relevant Pro-Vice Chancellor within three months of returning from Sabbatical.
- G.10.16 University financial support for a Sabbatical application will be approved by the Pro-Vice-Chancellor on the strength of the budget submitted as part of the application. Staff can also access other funds to support the reasonable costs of Sabbatical e.g. external consultancy funds and School/Departmental research funds. All external sources of income being used to fund Sabbatical must be included in the budget submitted with the Sabbatical application and can only be used for this purpose with the prior approval of the funder.
- G.10.17 A joint review of the Sabbatical / Study leave scheme will be conducted during the term of this agreement.
- G.10.18 Staff members have the option to apply for sabbatical using the grant in aid system as described in the expired 2007-2008 Academic Collective Agreement.

G.11 MAORI COURT AND WAITANGI TRIBUNAL HEARINGS

Where a staff member is required as a witness, to lend expertise or to present a case on behalf of their whanau, hapu, or iwi, to attend the Maori Land court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, they shall be entitled to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought is required.

G.12 PROFESSIONAL DEVELOPMENT LEAVE (SENIOR TUTORS ONLY)

Employees may be granted leave to enable them to complete qualifications, attend conferences, courses and seminars or undertake other approved activities which are considered by the Employer to be relevant to their employment and/or contribute to their professional development.

G.13 TUITION FEES

The University may meet the costs of tuition for any employee enrolled for a course of study in the University which is relevant to the employee's work and has been approved by the Employer. The Employer may approve attendance at courses in other cases without being required to pay tuition fees.

G.14 PROFESSIONAL FEES AND RECOGNITION

Professional fees and fees associated with membership of a professional organisation will be paid by the Employer where it is agreed such fees are required in order to undertake the duties of the employee's position.

G.15 OTHER LEAVE

The Employer may grant an employee other leave with or without pay on such terms and conditions as the Employer may deem fit.

SECTION H: GENERAL PROVISIONS

H.1 HEALTH AND SAFETY

H.1.1 The University shall encourage safe work practices through the Health and Safety Committee established in terms of the Health and Safety in Employment Amendment Act 2003. For employees using VDUs the School/Department of Labour Code of Practice for VDUs shall apply.

H.1.2 Protective Clothing

Where necessary, suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the Employer and the employee instructed in their use. Where justified, prescription hardened lenses shall be provided by the Employer. Should a change in prescription require a change in lenses, then the Employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames, if required. Laundering or dry cleaning of all protective clothing shall be the responsibility of the Employer and shall be carried out on a regular basis. An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage. The Employer shall take all reasonably practicable steps to ensure that the employee is instructed in the use and need for safety clothing and equipment. The employee shall be under an obligation to make use of safety clothing and equipment provided by the Employer. Repeated failure to do so shall constitute misconduct.

H.1.3 Eye Tests

An employee who is engaged in VDU duties for at least 50 per cent of his/her normal working time shall be entitled to an eyesight test at the Employer's expense immediately upon being assigned to such duties. Further tests shall be provided at not less than two yearly intervals upon application to the Employer. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU then the cost of spectacles will be met by the Employer provided that the employee has at least 12 months' service with the University. The reimbursed cost of the spectacles shall not exceed \$500.00. Employees undertaking eye health checks, including scans, shall have the eyesight test portion of the examination reimbursed.

H.1.4 New Technology

When new technology is introduced into the workplace, it will be the responsibility of the Employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

H.2 PAYMENT OF SALARIES

Payment of employees shall be fortnightly by direct credit to a bank account.

H.3 DEDUCTIONS

H.3.1 Notwithstanding anything contained elsewhere in this agreement the Employer shall be entitled to make a rateable deduction from the salary of an employee for time lost through sickness (other than as provided in this

agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

H.3.2 At the written request of any employee, the Employer shall deduct TEU subscriptions from the employee's pay at a rate advised from time to time by the TEU and shall remit such deductions to the TEU in a manner agreed upon between the Employer and the TEU.

H.3.3 The Employer shall provide on request to the union, a list of all employees from whom union deductions are made.

H.4 UNION RIGHTS

H.4.1 Right of Access

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of the TEU shall, with the consent of the Employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the union, or enforcing this agreement, including access to wages, holiday and time records but not so as to interfere unreasonably with the Employer's business.

H.4.2 New Employees

H.4.2.1 The Employer will allow new employees time to meet with a delegate or other authorised representative from the union in paid time.

H.4.2.2 The Employer will inform the employee that if he/she joins the union, the employee will be covered by this agreement.

H.5 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

H.5.1 Definitions

H.5.1.1 Employment Relationship Problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

H.5.1.2 Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

H.5.1.3 Dispute means a dispute about the interpretation, application or operation of an employment agreement.

H.5.2 Raising a Personal Grievance or Other Problem

H.5.2.1 An employee who considers that he/she has a personal grievance must raise the grievance with the Employer by making the Employer aware of the personal grievance that the employee wants to have addressed.

H.5.2.2 The employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.

H.5.2.3 For any other employment relationship problem, the employee should advise the Employer of the existence and nature of the problem and that the employee wants something done about it.

Note: In the University, the problem should be referred to your Head of School/Department in the first instance in order that the problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance (see definition above) you (or your representative) must raise it by providing a written statement setting out:

- i) the nature of the grievance*
- ii) the facts relied upon; and*
- iii) the remedy you seek to achieve*

If for some reason you do not wish to raise the problem with your Head of School/Department, or the problem has not been resolved at that level, you (or your representative) can refer it to the Employee Relations Section of the Human Resources School/Department in terms of the University's internal mediation services.

It is agreed that this process shall constitute "reasonable steps" for the purposes of s.114, Employment Relations Act 2000.

H.5.3 Procedure – All Employment Relationship Problems (Including Personal Grievance)

- H.5.3.1 If the employment relationship problem cannot be resolved by discussion between the Employer and employee, then either party may request assistance from the School/Department of Labour who may provide mediation services.
- H.5.3.2 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

H.6 DISCIPLINE

If the Employer considers an employee's conduct or performance of duties to be unsatisfactory, the University's Disciplinary procedures will apply.

H.7 SAVINGS

- H.7.1 Continuing staff shall not have their previous entitlements as contained in previous collective agreements reduced by the coming into force of this document except where otherwise specifically provided for.

Note: Staff appointed prior to 1 January 2003 who retire in terms of their conditions of employment shall be eligible for retirement leave (see clause G.6.2 above) as follows:

- H.7.2 Four weeks' leave after ten years' service, rising by two weeks for every year's service thereafter, with the maximum 52 weeks being reached at 34 years' service.

H.8 VARIATION OF AGREEMENT

- H.8.1 During the term of this 2012-2015 collective employment agreement either party may, in the second and third quarter of each year, formally raise, in writing, issues in relation to employees' terms and conditions of employment, provide relevant supporting information and propose solutions. In this event, the parties will work together in a timely manner, and bearing in mind good faith obligations, in an attempt to reach

agreement. However, this does not require the parties to reach agreement.

- H.8.2 Clause H.8.1 will not be used to renegotiate annual salary increases or the term of this agreement.
- H.8.3 The parties to this collective agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.

H.9 UNION RECOGNITION

- H.9.1 The Employer recognises that the unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. The Employer has an interest in the unions being well organised and effective in the employment relationship. The Employer will allow elected or endorsed union representatives reasonable paid time to carry out their union roles within and beyond the workplace.
- H.9.2 The parties affirm the principle of according high priority to maintaining and advancing a Te Tiriti o Waitangi partnership at all levels within the University. In regards to Te Tiriti's application to the principles underlying clause H.10, the parties agree that aspects of this objective can be best attained by actively acknowledging and effectively encouraging the key role played at TEU member level, and recognising the special and cultural role, of the Te Toi Ahurangi/Te Uēpu representative.
- H.9.3 The Employer will support paid participation of a Te Toi Ahurangi/Te Uēpu representative in branch and related activity of the union within and beyond the workplace. The TEU will advise the Employer (in particular, the Senior Management Team and PVCs) of the name and occupation of the approved representative. The TEU will also consult with, and provide prior notice to, the Employer in regards to any meetings or demands that require the input and/or presence of the TEU Maori representative.
- H.9.4 The Employer will support paid participation of a nominated Pasifika representative in branch and related activity of the union within and beyond the workplace as a means of acknowledging and effectively encouraging the key role played at TEU member level, and recognising their special Pasifika cultural role. The TEU will advise the Employer (in particular, the Senior Management Team and PVCs) of the name and occupation of the approved representative. The TEU will also consult with, and provide prior notice to, the Employer in regards to any meetings or demands that require the input and/or presence of the TEU Pasifika representative.
- H.9.5 The Union parties confirm that in the event there are issues with the availability of Maori and Pasifika representatives, due to multiple representatives being sourced from the same College, this will be managed in a genuinely consultative manner to ensure both parties concerns are met.

H.10 MATERNITY PROTECTION

- H.10.1 The Employer is committed to protecting the health and wellbeing of its employees with child care responsibilities and in particular women with breastfeeding infants. This includes the right to periods of time to attend to breastfeeding.
- H.10.2 This includes:
 - H.10.2.1 Reasonable breastfeeding breaks which will be in addition to normal working breaks, counted as working time and

remunerated accordingly. These may be for breastfeeding an infant that is brought to the workplace or an appropriate location for the expressing of milk.

H.10.2.2 Where reasonably practicable, a private room or space for breastfeeding and / or expressing of milk, and adequate facilities for the storage of milk will be provided.

H.11 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 July 2012 and shall continue in force until 30 June 2015.

Schedule of Signatories

The following are parties to the University of Canterbury Academic Staff Collective Employment Agreement.

Signed on behalf of the Vice-Chancellor, University of Canterbury

Human Resources Director (Paul O'Flaherty)

This day of

Signed on behalf of The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated

Deputy Secretary (Nanette Cormack)

This day of

STATE SECTOR ACT 1988

77D EQUAL EMPLOYMENT OPPORTUNITIES

- (1) The chief executive of the Ministry of Education shall be responsible for promoting, developing, and monitoring equal employment opportunities policies and programmes in the Education Service.
- (2) Repealed.
- (3) Repealed.
- (4) Repealed.
- (5) For the purposes of this section and section 77A of this Act, an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures, and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect of the employment of any persons or group of persons.

STATE SECTOR ACT 1988

**PART VIIA PERSONNEL PROVISIONS IN RELATION TO
EDUCATION SERVICE**

77A General principles

- (1) Every employer in the Education Service must-
 - (a) operate a personnel policy that complies with the principle of being a good employer; and
 - (b) make that that policy (including the equal employment opportunities programme) available to its employees; and
 - (c) ensure its compliance with that policy (including its equal employment opportunities programme) and report in the annual report (if any) on the extent of its compliance.

- (2) For the purposes of this section a "good employer" is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring:
 - (a) Good and safe working conditions; and
 - (b) An equal employment opportunities programme; and
 - (c) The impartial selection of suitably qualified persons for appointment; and
 - (d) Recognition of:
 - (i) The aims and aspirations of the Maori people; and
 - (ii) The employment requirements of the Maori people; and
 - (iii) The need for greater involvement of the Maori people in the Education Service; and
 - (e) Opportunities for the enhancement of the abilities of individual employees; and
 - (f) Recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
 - (g) Recognition of the employment requirements of women; and
 - (h) Recognition of the employment requirements of persons with disabilities.

- (3) In addition to the requirements specified in subsections (1) and (2) of this section, each employer shall ensure that all employees maintain proper standards of integrity, conduct, and concern for:
 - (a) The public interest; and
 - (b) The well-being of students attending the institution.