



Collective Employment Agreement

*General Staff, including Maintenance Workers, Cleaners
and Medical Practitioners*

1 July 2012 – 30 June 2015

Table of Contents

SECTION A: GENERAL	4
SECTION B: COVERAGE OF THE AGREEMENT	4
B.1 Coverage	4
SECTION C: TERMS OF EMPLOYMENT	6
C.1 Categories of Employee	6
C.2 Terms of Employment	6
C.3 Consultation	6
C.4 Redundancy Provisions	7
C.5 Superannuation	9
C.6 Staff Development	9
C.7 Abandonment of Employment	9
C.8 Termination of Employment	10
C.9 GP College Parts I and II	10
SECTION D: HOURS OF WORK	11
D.1 Hours of Work	Error! Bookmark not defined.
D.2 Overtime and Penal Time	13
D.5 Call Backs	14
D.6 Standby Time	15
D.7 Minimum Break Between Spells of Duty	15
SECTION E: REMUNERATION	16
E.1 Pay Scales	16
E.2 Placement on Payscales	18
E.3 Progression	19
E.4 Supplementary Payments	21
E.5 Annual Audit	21
E.6 Annual Salary Review	22
SECTION F: ALLOWANCES	23
F.1 Higher Duties Allowance	22
F.2 Meal Allowance	23
F.3 Morning, Lunch and Afternoon Tea	23
F.4 Travelling On University Business	24
F.5 Motor Vehicle Expenses	24
F.6 On-Call Allowance	25
F.7 General Staff Allowances	25
F.8 Cleaners Allowances	27
F.9 Maintenance Workers Allowances	27
F.10 Medical Practitioners Reimbursement	31
F.11 Te Reo Allowance	31
SECTION G: HOLIDAYS AND LEAVE	32
G.1 Public Holidays	32
G.2 University Holidays	32
G.3 Holidays Falling During Leave or Time Off	32
G.4 Annual Leave Entitlement	33
G.5 Sick Leave	33
G.6 Retirement	35
G.7 Retirement Leave	35
G.8 Grant in Lieu of Retirement Leave	35
G.9 Parental Leave	36
G.10 Re-Entry After Absence Due to Childcare	38

G.11	Long Service Leave.....	39
G.12	Crediting of Previous Service.....	39
G.13	Jury Service Leave.....	40
G.14	Bereavement/Tangihanga Leave.....	40
G.15	Maori Land Court and Waitangi Tribunal Hearings	41
G.16	Study Leave.....	41
G.17	Tuition Fees	42
G.18	Professional Fees.....	43
G.19	Other Leave.....	43
G.20	Employment Relations Education Leave	43
SECTION H: GENERAL PROVISIONS		43
H.1	Health and Safety.....	43
H.2	Payment of Salaries	45
H.3	Deductions	45
H.4	Union Meetings	45
H.5	Union Rights	46
H.6	Resolution of Employment Relationship Problems	46
H.7	Discipline.....	47
H.8	Savings.....	47
H.9	Variation of Agreement	47
H.10	Union Recognition.....	48
H.11	Maternity Protection.....	48
H.12	Definitions	49
H.13	Term of Agreement.....	49
APPENDIX A: Schedule of Signatories		50
APPENDIX B: Maintenance Worker Classifications		51

UNIVERSITY OF CANTERBURY

**GENERAL STAFF, INCLUDING MAINTENANCE
WORKERS, CLEANERS AND MEDICAL
PRACTITIONERS
COLLECTIVE EMPLOYMENT AGREEMENT**

<u>BETWEEN</u>	The Vice-Chancellor, University of Canterbury ("the Employer"/ "the University")
<u>AND</u>	The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated ("TEU")
<u>AND</u>	The New Zealand Public Service Association ("PSA")
<u>AND</u>	The New Zealand Amalgamated Engineering, Printing & Manufacturing Union Inc ("NZEMPU")
<u>AND</u>	The Service and Food Workers Union ("SFWU")

SECTION A: GENERAL

- a) This agreement is made pursuant to Part 5 of the Employment Relations Act 2000.
- b) This agreement shall be made readily accessible to all employees.
- c) 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 General Staff

- B.1.1.1 This agreement shall apply to those employees who occupy positions in the same or similar occupational classes as follows and as defined by the Employer: Administration and Clerical; Clinical Educators; Computer (Data Processing) and (Data Entry); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; Counsellors (student); English Language Centre Teachers; General Services; Liaison Officers; Librarians; Library Assistants; Mail Personnel; Nursing; Physical Education Officers; Printing Trades; Regular Supernumerary Library Staff; Secretaries; Security Officers; Senior Cleaning Supervisors; Technicians; Telephonists; Warehousepersons and who are members of the TEU or PSA.

- B.1.1.2 Nothing in this agreement shall apply to a casual staff as specified in clause C.1. or to a student currently enrolled at the University who is employed on a casual basis for not more than 20 hours in any one week.
- B.1.1.3 Nothing in this agreement shall apply to senior managers as defined by the Employer.
- B.1.2 **Cleaners**
- B.1.2.1 This agreement shall apply to those employees employed as Cleaners as defined in clause H.12 and who are members of the TEU or SFWU.
- B.1.3 **Maintenance Workers**
- B.1.3.1 This agreement shall apply to those employees employed in one of the classifications set out at Appendix B (Boiler Staff, Plumbers, Building Trades Staff, Engineers, Building Compliance Officers, Labourers and Scaffolders,) including and who are members of the NZEPMU or TEU.
- B.1.3.2 Nothing in this agreement shall apply to a student who is currently enrolled at the University of Canterbury as a casual or temporary employee working in facility services, provided that
- (i) the work carried out by such student shall be unskilled work and shall not include areas of work that are core roles of continuing maintenance workers; and
 - (ii) such students shall not be used to affect the employment of continuing staff or the work carried out by continuing staff.
- B.1.4 **Medical Practitioners**
- B.1.4.1 This agreement shall apply to employees of the University of Canterbury who are members of the TEU and whose duties include the practice of medicine (as defined by time to time by the New Zealand Medical Council) at the Health Centre and who are required, as a condition of employment, to hold a current practicing certificate.
- B.1.4.2 Nothing in this agreement shall apply to the Director of the Health Centre, casual staff and locums employed at the Health Centre
- B.1.4.3 The terms of this agreement shall apply to fixed term doctors, except where stated otherwise.
- B.1.5 **New Employees**
- B.1.5.1 During the first 30 days of employment, the terms and conditions of new employees, whose work falls within the coverage of sub-clauses B.1.1 to B.1.4, 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.

SECTION C: TERMS OF EMPLOYMENT

C.1 CATEGORIES OF EMPLOYEE

C.1.1 Full-time Staff

All staff working on a continuing basis for the full hours defined in this agreement.

C.1.2 Part-time Staff

All staff working on a continuing basis but for less than the full hours defined in this agreement. Part-time staff receive the entitlements of this agreement on a pro-rata basis.

C.1.3 Casual Staff

Shall mean those employed on an ad hoc hourly or daily basis without any commitment from either party as to an ongoing employment relationship.

C.1.4 Fixed Term Staff

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

C.2 TERMS OF EMPLOYMENT

C.2.1 Employees 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 or Vice-Chancellor as appropriate.

C.2.3 The Vice-Chancellor is by statute the employer of all staff and has the ultimate authority over staff.

C.3 CONSULTATION

C.3.1 The union parties to this agreement recognise that the Employer has the right to manage, organise and make final decisions on the operations and policies of the University.

C.3.2 The Employer recognises that the union parties to this agreement have 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.3.3 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.3.4 Equally, there is an obligation on the union parties to this agreement 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.4 REDUNDANCY PROVISIONS

- C.4.1 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.4.2 The Employer shall advise the employee(s) affected and the relevant employee organisation not less than three months prior to the redundancy taking effect. The three-month period is inclusive of the ordinary period of notice required in this agreement.
- C.4.3 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.4.4 If pursuant to clause C.4.3, redeployment is considered appropriate, then:
- C.4.4.1 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.4.4.2 An equalisation allowance can be paid as either:
- a) A lump sum to make up for the loss of basic pay 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.4.5 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.3.9 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.4.5.1 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.3.5, then the severance payment will be reduced by a pro rata amount.

C.4.5.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause C.3.4.2(a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.

C.4.6 In the case of redeployment into a fixed-term position which ceases to exist and the employee is not redeployed to a further vacancy, the employee will be paid a severance payment on the following basis:

C.4.3.1 Where employment ceases within one year, the full severance payment.

C.4.3.2 Where employment ceases after one year but not exceeding three years, 50% of the severance payment.

C.4.3.3 Where employment ceases beyond three years, no severance payment.

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

C.4.7 If pursuant to clause C.4.3, 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.4.8 An employee who has been given notice of redundancy will, within the period of notice, be given reasonable time, on full pay, 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.4.9 An employee declared redundant by the Employer shall be entitled to a severance payment calculated as follows:

C.4.9.1 Six weeks ordinary pay (T1.0) for the first year of service or part thereof; and

C.4.9.2 Two weeks ordinary pay (T1.0) for the second and subsequent years or part thereof to a maximum payout of 44 weeks.

For Maintenance Workers, "ordinary pay" shall be calculated as ordinary pay (Time 1) or average weekly earnings over the preceding 52 weeks, whichever is higher.

C.4.10 A severance payment shall not be payable to temporary or fixed-term employees.

C.4.11 Employee Protection

C.4.11.1 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.4.11.2 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.4.11.3 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.4.11.4 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.4.11.5 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.3.1 to C.3.10 hereof.
- C.4.11.6 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.3.1 to C.3.10 hereof will apply.

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

C.5 SUPERANNUATION

- C.5.1 Employees may belong to the New Zealand Universities Superannuation Scheme or any other approved scheme in accordance with the provisions of the particular fund or scheme provided that in the case of schemes other than the NZUSS the employer contribution rate including tax does not exceed that of NZUSS.
- C.5.2 Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the Fund are bound by the provisions of that scheme.
- C.5.3 Employees may also elect to participate in KiwiSaver, in which case, the Employer will provide KiwiSaver benefits (including employer contributions) to the employee in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).

C.6 STAFF DEVELOPMENT

C.6.1 Induction Programmes

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

C.6.2 Staff Development Programmes (General Staff only)

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

C.7 ABANDONMENT OF EMPLOYMENT

When an employee is absent from work for a continuous period of three working days without the consent of the Employer, or without notification to the Employer, 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.

C.8 TERMINATION OF EMPLOYMENT

- C.8.1 For employees other than casual staff or fixed term staff, notice of termination shall be four weeks by either party. For fixed term employees notice will be deemed to have been given at the time the appointment is accepted.
- For Cleaners notice of termination shall be one week by either party.
- For Medical Practitioners notice of termination shall be at least three months written notice of resignation by either party.
- C.8.2 Notice periods may be increased or reduced by mutual agreement. This sub-clause shall not prevent the Employer from summarily dismissing an employee for serious misconduct.
- C.8.3 The Employer reserves the right to pay employees in lieu of notice.
- C.8.4 Each employee upon termination shall on request be provided within a reasonable period with a certificate of service.
- C.8.5 Employees shall return all employer property immediately on termination, including keys, clothing and equipment.

C.9 GP COLLEGE PARTS I AND II

- C.9.1 All Doctors employed by the Centre shall have passed the RNZCGP Part I Examination or hold some equivalent qualification recognised by the RNZCGP (e.g. the Indicative Register), provided that short-term Locums who have registration or provisional registration with the New Zealand Medical Council may be employed as required.
- C.9.2 Doctors who do not hold the above qualifications or an equivalent may be provisionally employed by the Centre provided they undertake to commence working towards the qualification as soon as practicable after commencing their employment, and maintain satisfactory progress towards the qualification.
- C.9.3 All Doctors holding membership of the RNZCGP shall ensure their accreditation is current at all times when they work at the Centre.
- C.9.4 Vocationally registered Doctors who are required to provide supervision for Doctors without vocational registration employed by the Centre shall have this recognised as part of their patient contact time.

SECTION D: HOURS OF WORK

D.1 HOURS OF WORK

D.1.1 Ordinary Hours of Work

D.1.1.1 Forty hours shall constitute an ordinary full-time week's work for Maintenance Workers, Cleaners, Trades Supervisors, the Cleaning Supervisor Team Leader and Warehousepersons. Thirty-seven and a half hours shall constitute an ordinary full-time week's work for all other staff.

D.1.1.2 Ordinary hours of work for full-time workers shall be:

a) not be more than 7 and a half hours a day for thirty seven and a half hour workers or 8 hours a day for forty hour workers; and

b) normally be worked on 5 consecutive days,

except by mutual agreement of the employer and the individual employee the hours may be varied and worked on not more than 5 days. This sub-clause is subject to D.1.5. and D.1.6 below.

D.1.1.3 General Staff shall work between the hours of 7.00 am and 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday, except for recreation centre staff who hours will accommodate the opening hours of the centre. Maintenance workers shall work between 7.00 am and 6.00 pm Monday to Friday inclusive. Cleaners shall work on five days between Monday to Saturday inclusive.

D.1.2. All employees shall have regular hours, subject to sub-clause D.1.5.2, these may be varied in writing by the employer and any employee(s) directly affected. The employer will respect the right of employees who do not wish to vary their hours of work.

D.1.3 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.

D.1.4. Meals and Rest Breaks

D.1.4.1 As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes as directed by the Employer, except that no worker shall be required to work for more than four and a half hours without a meal break.

D.1.4.2 Employees shall be granted a rest period of 10 minutes in each period of four hours worked, except for Maintenance Workers who shall be granted 15 minutes each morning and afternoon and after each two consecutive hours of overtime, provided that no rest period shall be allowable after cessation of work. Normally that rest period shall be allowed after not less than two hours work.

D.1.5. Specific provisions relating to Cleaners

D.1.5.1 The regular working period within the ordinary hours (i.e. the timing of the hours) shall be set by the University and fixed for the duration of the University year. The regular period shall not be varied during the year unless agreement is reached between the University, the worker and his/her authorised representative.

D.1.5.2 Caretakers may be given one half day off during the week and work on Saturday morning as part of the ordinary 40 hour week

D.1.6. Specific provisions relating to Medical Practitioners

- D.1.6.1 Full time employment hours are made up as follows:
Thirty (30) hours per week as patient contact time, being three (3) hours per half day; and
A maximum of forty-five (45) minutes each half day as patient non-contact time. Out of those forty-five (45) minutes patient non-contact time, Doctors may accumulate fifteen (15) minutes for each half day worked, to a maximum of two and one half (2.5) hours in any week, being Monday to Friday inclusive. Those accumulated blocks of fifteen (15) minutes must be taken between Monday and Friday in the week they were accumulated. Any sessions not worked within the week shall not accrue patient non-contact time.
- D.1.6.2 Approved time worked in excess of the weekly hours in Schedule One, may be compensated on the basis of the equivalent of time off in lieu, and where this is not possible, then paid at the Doctor's normal hourly rate.
- D.1.6.3 Time for tea breaks is included in patient contact time according to the length of the rostered session – one 15-minute break in each continuous three (3) hours of time worked, or one 30-minute break in each continuous six (6) hours of time worked. Lunch breaks are not regarded as either patient contact or administration time.
- D.1.6.4 "Administration time" refers to all activities undertaken by the Doctor involved in the running of the Centre, including continuing medical education, which includes completion of patient notes, correspondence, attendance at meetings, including clinical and staff meetings and participation in planning and development of the Centre.
- D.1.6.5 Patient non-contact time shall take place at times and places determined by mutual agreement of the Director and the Doctor, taking into account operational requirements.
- D.1.6.6 Where additional 'patient non-contact' time is required for activities beneficial to the Centre which include, but are not limited to, teaching, clinical lead work, clinical governance work, protocol development and supervisory activity, this time will be accommodated by mutual agreement between the Doctor and the Director. Such agreement will involve extra remuneration if such activities require work outside normal working hours.
- D.1.6.7 In order to perform their role effectively, Doctors may be required to work extra hours to meet the reasonable requirements of the position or the Centre. This is likely to occur during student examination periods.
- D.1.6.8 Occasional Saturday work may be required, as determined by the Director, in consultation with the Doctor, to enable an adequate level of service to be provided by the Centre.
- D.1.6.9 Duties may take place at the Centre or at other locations mutually agreed by the Director and the Doctor.
- D.1.6.10 Should the University undertake a review to enable the University to provide after hours medical clinic services, Doctors will be consulted including whether their hours need to change.
- D.1.6.11 Vocationally registered Doctors who are required to provide supervision for Doctors without vocational registration employed by

the Centre shall have this recognised as part of their patient contact time.

- D.1.6.12 If the University decides to extend the operating hours of the Centre into evenings or weekends on a trial or regular basis, it may offer the extra hours to suitable Doctors. Where hours per week extend beyond 37.5, the hours in excess of 37.5 may be compensated on the basis of the equivalent of time off in lieu and where this is not possible, then paid at the Doctor's normal hourly rate.

D.2 OVERTIME AND PENAL TIME

D.2.1 General Staff

- D.2.1.1 These provisions apply to all employees who are employed on a salary of less than the merit point of Band 5 per annum inclusive of any higher duties allowances and who, with the prior authorisation of the Employer, work in excess of 37½ hours a week or 40 hours a week for Trades Supervisors, Senior Cleaning Supervisors and warehousepersons.
- D.2.1.2 Employees shall be compensated for authorised overtime by either of the following options which must be specified when overtime is authorised:
- a) Time off in lieu on the basis of one hour off for one hour worked;
 - or
 - b) The payment for all hours worked at time and a half of the employee's hourly rate of pay.
- D.2.1.3 Time in lieu must be taken within 12 months of becoming due. Where time in lieu is not able to be taken within this period, it shall be paid out at overtime rates; provided that if the opportunity to take the time in lieu is given within the period but not taken, such time or payment shall be forfeited.
- D.2.1.4 Staff who are above the overtime limit (eg above the merit point of Band 5) may be granted time off on the basis of one hour for each hour worked at the discretion of the Employer.
- D.2.1.5 Overtime shall not be paid for at rates higher than appropriate to the work being performed. The maximum hourly rate for overtime shall be the hourly rate of the salary level per annum at the merit point of Band 5.
- D.2.1.6 The provisions of this clause apart from the limit on payment for overtime shall not apply to an employee whose normal duties necessitate the working of routine overtime, such as care of animals or any other type of work requiring irregular hours. Such an employee may be paid an allowance in lieu of overtime, at such rate as has been agreed between the Employer and the employee.

D.2.2. Maintenance Workers

- D.2.2.1 All time worked outside or in excess of the hours mentioned in clause D.1 (other than a shift worker's ordinary hours and the first hour of a fitter/boilerman's boiler check in clause F.12.8) shall be considered overtime and shall be paid for at the rate of time and a half. All overtime shall be calculated and paid for on a daily time basis. Time

worked on Sunday, Statutory or University holidays shall be paid for at double time rates.

- D.2.2.2 Except in the case of the first hour of boiler checks (see clause F.12.8), all workers who are required to work overtime on Saturdays, or Sundays, shall be paid a minimum of three hours at overtime rates.
- D.2.2.3 When overtime work is necessary it shall, where reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least nine consecutive hours off duty between those times shall subject to this subparagraph, be released after completion of such overtime until he/she has had nine consecutive hours off duty without loss of pay for ordinary working time and for regular overtime occurring during such absence.
- D.2.2.4 If on the instruction of his/her Employer, such a worker resumes or continues to work without having had such nine consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had nine consecutive hours off duty without loss of pay for ordinary working time and for regular overtime occurring during such absence.
- D.2.3 **Cleaners**
 - D.2.3.1 All time worked on Saturday as part of the ordinary hours of work shall be paid for at the rate of time and a half up to 12 noon and double time thereafter: Provided that where a worker commences his/her ordinary hours of work before 10.00 pm on Friday the first eight hours of work shall be paid for at ordinary time rates of wages, even though some hours are worked on Saturday. Nothing in this sub-clause shall apply to the Caretaker's hours of work in D.1.5.2.
 - D.2.3.3 All workers shall be paid double time rates for Sunday work required to be performed, with a minimum of three hours. Such rates are instead of, and not in addition to, overtime rates as per clause D.2.3.1.
 - D.2.3.4 When a worker has been requested on the previous day to work overtime and such overtime is cancelled on the day on which it was to be worked, the worker shall be paid one hour's pay at overtime rates.

D.3 CALL BACKS

D.3.1 General Staff

- D.3.1.1 When an employee is called back to work after completing the day's work and has left the place of employment, or is called back before his/her normal time of starting work and does continue working until such normal starting time, that employee shall be paid at overtime rates or receive time off in lieu for all hours worked with a minimum of three hours.

- D.3.1.2 Prearranged and authorised overtime shall not constitute a call back for the purposes of the minimum three hour payment but will for the purposes of travel.
- D.3.1.3 Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- D.3.1.4 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- D.3.1.5 For emergency call outs, if an employee uses his/her own vehicle, a motor vehicle allowance will be payable from home to headquarters and from headquarters to home. For scheduled call outs, motor vehicle allowance is payable only if no public transport is available and the employee is required to use his/her own vehicle in order to travel to his/her place of duty.

D.3.2 Maintenance Workers

- D.3.2.1 Any worker who is called back to work overtime after having left his/her place of employment shall be paid for the time worked at double time rates with a minimum payment of three hours. For the purpose of this minimum, more than one call completed within two consecutive hours shall be deemed to be one call. Reasonable travelling time to and from the worker's home shall count as time worked.
- D.3.2.2 A worker who is called back to work before he or she has had nine continuous hours off duty shall be entitled to nine hours off duty at the completion of the call back without loss of ordinary time or regular rostered overtime earnings.
- D.3.2.3 A worker who is called back after having had nine continuous hours off duty shall be entitled to six hours off duty on the completion of the call back without loss of ordinary time earnings. The previous part of this paragraph will not apply where a worker is called out to work overtime within two hours of the normal starting time.
- D.3.2.4 This clause shall not apply to boiler checks (see clause F.12.8).

D.3.3 Cleaners

- D.3.3.1 When a cleaner is called back to work after having completed his/her work and left the place of employment, he/she shall be paid a minimum of two hours.

D.4 STANDBY TIME (MAINTENANCE WORKERS ONLY)

- D.4.1 When a worker is employed on a job under conditions requiring the employee to be present for work at the commencement of the day or when a worker is ordered to work at a certain time and no work is available, the worker shall be paid a minimum of three hours provided that, if required by the University the employee shall stand by the job for such period.
- D.4.2 This clause shall not apply to employees engaged in normal boiler checks.

D.5 MINIMUM BREAK BETWEEN SPELLS OF DUTY (GENERAL STAFF ONLY)

- D.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty which shall take account of reasonable travel time.
- D.5.2 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- D.5.3 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- D.5.4 The payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than he/she would otherwise have received.
- D.5.5 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- D.5.6 If a call back of less than a full period of duty is worked between two periods of duty, a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.

SECTION E: REMUNERATION

E.1 PAY SCALES

- 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.

General Staff Salary Bands

Effective from 1 July 2012			
Band	Minimum	Merit	Maximum
1	33,872	39,796	45,724
2	44,169	47,630	51,086
3	47,980	53,274	58,564
4	53,626	59,271	64,915
5	60,012	69,290	78,570

6	75,712	84,285	92,858
7	85,730	96,439	107,147
8	97,161	109,299	121,437

Learning Advisors

Step	Effective from 1 July 2012
1.01	51,006
1.02*	53,795
1.03	56,584
2.01	59,374
2.02*	62,166
2.03	64,953
2.04	67,742
3.01	70,533
3.02*	73,321
3.03	76,111
3.04	78,904

* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.3.2

Bridging Programme Teachers

Step	Effective from 1 July 2012
1.01	51,006
1.02	53,878
1.03	56,613
1.04*	60,306
2.01	63,040
2.02	65,911
2.03	68,783
2.04	73,158
2.05*	76,031
2.06	78,904

* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.3.3.

Cleaners Hourly Rates

Step	Effective from 1 July 2012
1	15.10

2	15.21
3	15.32

Cleaning Supervisors Hourly Rates

Step	Effective from 1 July 2012
1	16.74
2	16.85
3	16.96

Maintenance Workers Base Salaries

Effective from 1 July 2012		
	Minimum	Maximum
Electricians	53,856	67,322
Plumbers	53,856	67,322
Carpenters	45,289	61,201
Painters	44,066	58,754
Fitters	45,289	61,201
Labourers	37,886	48,962
Scaffolder	42,840	55,080

Medical Practitioners

Step	Effective from 1 July 2012
1	102,858
2	105,144
3	108,573
4	110,858
5	120,001
6	125,716
7	128,574
8	131,430
9	142,045
10	145,230

E.2 PLACEMENT ON PAY SCALES

E.2.1 General Staff Job Evaluation

- E.2.1.1 The placement of an employee in a General Staff salary band above shall be determined by evaluating the employee's job under the University's Job Evaluation System.
- E.2.1.2 Where a new position is established or where substantial changes to a position description have occurred, the position will be evaluated or re-evaluated as the case may be.
- E.2.1.3 The effective date of any change will be either the date of appointment or the date the changes occurred or, if there have been incremental changes, the date of the application for re-evaluation.
- E.2.2 Maintenance Workers Placement in Salary Range**
- E.2.2.1 On appointment employees to be placed in a point within the upper and lower salary levels of the range taking into consideration:
- (a) Relevant work experience in previous or current employment;
 - (b) Relevant educational or other qualification;
 - (c) Ease or difficulty of recruitment having regard to the specific skills and the level of skills required.
- E.2.2.2 Individual salary rates cannot be reduced by reason of the operation of the ranges of salary rates.
- E.2.3 Cleaners**
- E.2.3.1 On appointment the employer shall place a cleaner on any step of the relevant scale.
- E.2.4 Medical Practitioners**
- E.2.4.1 The initial placement of each Doctor on the salary Scale shall be the responsibility of the Director of the Centre, taking into account relevant qualifications and experience.
- E.2.4.2 Movements through the steps, except over the bar at Step 5, 10 and 11 will occur after each year's satisfactory work at the Centre to reflect the benefits gained by the Centre in terms of continuity of patient care and the goodwill accrued by the Doctor.
- E.2.4.3 Movement from Step 5 to Step 6 will occur only once a Doctor has completed the appropriate service and gained full membership of the RNZCGP (or equivalent body such as MRCGP).
- E.2.4.4 Movement beyond the merit steps (i.e. from step 10 to step 11, and from step 11 to step 12) shall be as set out in the Medical Practitioners Review Process.
- E.2.4.5 Full membership of the RNZCGP shall be considered a "relevant qualification".
- E.2.4.6 Where the University believes that a Doctor's performance may not justify salary advancement in accordance with clause E.2.4.2, the concerns should be raised with the Doctor at least three (3) months before the due date. This is in order to either clarify why the Doctor's performance does not justify a salary advancement, or to provide the Doctor with information on how they can take steps to improve their performance. Doctors who are not so advised at least three (3) months before progression is due will progress automatically to the next Step.

- E.2.4.7 Doctors' wages and leave entitlements are to be calculated on the basis of weekly hours worked as referred to in clause D.1 and defined in clause C.1 of this Agreement.

E.3 PROGRESSION

E.3.1 General Staff excluding Learning Advisors and Bridging Programme Teachers

- E.3.1.1 Progress through the salary band shall be based on performance.
- E.3.1.2 Progression to the merit point of the band shall be annually subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of School/Department, supported by the Human Resources School/Department. If performance is deemed to be unsatisfactory a programme will be put in place for rectification of the identified performance problem(s). The minimum salary movement below the merit point in each band shall be \$1,000 for salary bands 1 to 4 and \$2,000 for salary bands 5 to 8.
- E.3.1.3 Progression above the merit point shall be by sustained exceptional performance.
- E.3.1.4 Progression from one salary band to another shall be either by appointment to a higher banded position or by re-evaluation of the current position to a higher band.

E.3.2 Learning Advisors

Criteria for progression:

- a) Progression in Step 1 shall be based on having a relevant post-graduate or specialist qualification and individual merit, including level of performance, skills and value to the University.
- b) Progression from Step 1 to Step 2 shall be on demonstrated ability and performance in providing specialist input, teaching and contribution across more than one component of the Academic Skills programme and the Centre's goals.

Step 02.02 to Step 02.03 Criteria

High level of performance in one or more specialist areas, demonstrating ability to successfully contribute across more than one component of the Academic Skills programme and contribution to the required administration of the programme.

- c) Progression from Step 2 to Step 3 shall be based on individual merit, including high level of performance, skills and value to the University.

Step 03.02 to Step 03.03 Criteria

Individual merit, including high level of performance in one or more specialist areas, supported by the ability to successfully contribute across more than one component of the Academic Skills programme, demonstrated leadership skills, research and value to the University.

E.3.3 Bridging Programme Teachers

E.3.3.1 Progression through the salary band shall be based on performance.

E.3.3.1 Progression up to and including the last automatic step in the Teacher salary scale (indicated by *) shall be annual subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of Department, supported by the Human Resources Department. If performance is deemed to be unsatisfactory a programme will be put in place for rectification of the identified performance problem(s).

E.3.3.1 Progression from Step 1 to Step 2 shall be by:

- a) demonstrating ability and performance in providing specialist input, teaching and contribution to both Bridging Programmes and UC Opportunity goals; and/or
- b) obtaining relevant qualifications.

E.3.3.1 Progression from Step 2.05 to 2.06 shall be by:

- a) sustained Exceptional Performance including level of achievement, skills and value to the University. Sustained exceptional performance includes:
 - consistently set and achieved very difficult challenging performance objectives;
 - widely recognised in the School/Department for their outstanding results;
 - able to achieve results under unusually challenging or difficult circumstances; and/or
 - demonstrating exceptional performance.

and/or

- b) undertaking relevant professional development to further develop their teaching praxis.

E.3.4 Cleaners and Cleaning Supervisors scales

E.3.4.1 Progression to step 2 shall occur on completion of three years continuous service.

E.3.4.2 Progression to step 3 shall occur on completion of five years continuous service.

E.3.5 Maintenance Workers

E.3.5.1 Movement within the salary range is by decision of the Employer. The following criteria are to be applied:

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

E.4 SUPPLEMENTARY PAYMENTS

E.4.1 Market-related Payments

The Employer may award a non-superable market-related payment additional to salary on the grounds of recruitment and retention. The

payment shall be reviewed from time to time, but normally no less than every twelve months.

E.4.2 Bonus Payments

The Employer may award bonus payments to individuals or groups who have undertaken substantial additional work or special projects over and above normal duties.

E.5 ANNUAL AUDIT (GENERAL STAFF ONLY)

An annual audit of the operation of the remuneration system shall be carried out by the Employer in consultation with the unions to ensure the validity of the system and that it is fair and equitable. The audit will normally be held after the annual salary review process has been completed.

E.6 ANNUAL SALARY REVIEW

E.6.1 All salaries shall be subject to annual review. This does not, however, preclude an individual review in special circumstances.

E.6.2 Movements in salary are by decision of the Employer.

E.6.3 Specific Provisions Applying to General Staff

E.6.3.1 Criteria for accelerated progression (i.e. more than the minimum indicated in clause E.3.2 above) below the merit point:

- a) Exceptional individual contribution and performance in the role including level of achievement, skills and value to the University;
- b) Excelled in one or more important areas of the job;
- c) Recognised in the School/Department for strong performance on results;
- d) Personal attributes such as an inclination to go beyond the call of duty; and/or
- e) Significant upskilling achieved and applied.

E.6.3.2 Criteria for progression above the merit point:

Sustained exceptional performance in the role including level of achievement, skills and value to the University. Sustained exceptional performance includes:

- consistently set and achieved very difficult challenging performance objectives;
- widely recognised in the School/Department for their outstanding results;
- able to achieve results under unusually challenging or difficult circumstances; and/or
- demonstrating exceptional performance.

E.6.3.3 Criteria for positions not subject to job evaluation or positions not yet banded:

- a) Individual level of achievement, skills and value to the University, including on-the-job experience;
- b) Recruitment and retention experience; and/or

- c) Job content including scope and complexity.

SECTION F: ALLOWANCES

F.1 HIGHER DUTIES ALLOWANCE

F.1.1. General Staff

F.1.1.1 The Employer shall approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate may be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position. The minimum qualifying period is 15 consecutive working days actually undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.

F.1.1.2 The rate of allowance will be calculated by taking the difference between the salary of the employee acting in the position and the minimum of the salary band of the higher graded position or 6.5% of the salary of the employee so acting, whichever is greater, provided that the original salary plus allowance does not exceed the actual salary paid to the employee in the higher graded position.

F.1.1.3 When an employee is promoted to a position that he/she has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

F.1.2 Specific provisions relating to Maintenance Workers and Cleaners

F.1.2. Any worker required to perform work for which a higher rate is prescribed for longer than one day shall be paid the higher rate for the period of such work.

F.2 MEAL ALLOWANCE

F.1.1 An employee, who has been directed to work nine and a half hours or more on any one day at a time when otherwise a meal would have been taken, shall be paid a meal allowance of \$15.94. Effective 1 January 2014, a percentage increase to this allowance will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to CPI increase for the year to 30 September 2014.

F.2.2 Specific provisions relating to Maintenance Workers

A meal allowance of \$15.94 shall be paid when employees are required to work more than one hour beyond their normal finishing time, or who have worked for four or more hours outside the normal working hours or are required to start work at or before 6.00 am provided that work continues after the meal interval. Such employees shall be paid a further meal allowance at the commencement of each four hour period. Effective 1 January 2014, a percentage increase to this allowance will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a

percentage increase will be linked to CPI increase for the year to 30 September 2014.

F.3 MORNING, LUNCH AND AFTERNOON TEA

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks, providing that in any situation where it is impracticable to supply the ingredients an allowance of \$81.28 per annum or \$1.56 per week, in lieu shall be paid. Effective 1 January 2014, a percentage increase to this allowance will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to CPI increase for the year to 30 September 2014.

F.4 TRAVELLING ON UNIVERSITY BUSINESS

F.4.1 Where employees are required to travel on University business, the University will fund or reimburse all actual and reasonable expenses incurred in connection with the conduct of University business:

F.4.1.1 Major travel expenses such as flights, accommodation and rental cars will normally be paid for in advance by the employer in accordance with relevant policies. Bookings made directly are to be paid by purchase order or P-Card. Reimbursement for bookings made by personal funds will be in accordance with the Sensitive Expenditure Policy.

F.4.1.2 A University p-card should be the primary method used to pay for meals and incidentals, taxi charges, and other reasonable minor expenses associated with travel. Where it is not possible or practicable to use a p-card, the employer will reimburse actual and reasonable costs on presentation of receipts, or prior to travel approve a per diem allowance in New Zealand dollars equivalent to the set rates below. If a per diem allowance is approved and paid, all minor expenses must be paid by the employee out of the per diem allowance.

(i) International travel per diem rates:

Australia	\$AUD80.00
Europe, UK, USA, Canada, Japan and South America	\$USD65.00
Other overseas destination/s	\$USD45.00
Private lodging where costs are incurred	\$NZD66.45

(ii) Domestic travel per diem rates:

The period of payment starts and finishes with departure from or return to the University or place of residence, whichever is earlier. The per diem is only to be used to cover periods of travel up to approximately two weeks.

Each full 24 hours of travel	\$NZD75.00
Each 10 hours on top of a full 24 hours of travel	\$NZD75.00
Periods of less than 10 hours on top of full 24 hours of travel	\$NZD35.00

F.4.2 The University's travel policy will apply where it is not inconsistent with this clause.

- F.4.3 This clause shall not apply to General staff undertaking field work or to Maintenance Workers.

F.5 MOTOR VEHICLE EXPENSES

F.5.1 Mileage reimbursement

Where the use of a private vehicle for official business has been authorised, the employee shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time. The IRD rate applying at the commencement of this agreement is 77 cents per kilometre for motor vehicles.

F.5.2 Transport in Hours of Darkness

Where an employee living less than two kilometres from the University is required to travel to or from work during the hours of darkness and the Employer considers the safety of the employee warrants use of a taxi, this may be authorised.

F.6 ON-CALL ALLOWANCE

F.6.1 General Staff

Trades Supervisors who are required to be available on an informal on-call basis shall be paid an on-call allowance of \$13.15. Effective 1 January 2014, a percentage increase to this allowance will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to CPI increase for the year to 30 September 2014.

F.6.2 Maintenance Workers

F.6.2.1 Unrostered On-Call

Where a worker is required to be available on an informal on-call basis, then such worker shall be paid an allowance of \$16.60.

Nothing in this sub-clause shall require a worker to stand-by outside of ordinary working hours.

F.6.2.2 Rostered Standby

A worker who agrees to be on "*rostered standby*" will be required to be available to respond to a mobile telephone in any emergency arising at the University on a public or University holiday.

- (a) The roster for such standby duty shall be as determined by the Employer in accordance with the needs of the University. All relevant tradespersons will have an opportunity to participate in the roster on a rotational basis.
- (b) An allowance of \$58.03 shall be paid for any 24 hour period or part thereof that the employee is so rostered.
- (c) The above allowance shall not be paid where the employee fails to respond to an emergency within a one hour period (or 30 minutes in the case of boilermen) of being paged or telephoned.
- (d) Work performed as a result of attending to an emergency shall be paid for in accordance with clause D.2 of this agreement.

This sub-clause will not affect existing arrangements for pre-arranged overtime or unrostered on-call.

F.7 GENERAL STAFF ALLOWANCES

F.7.1 Field Work

- F.7.1.1 For the purpose of this agreement, field work shall mean:
- a) A day field trip - which does not necessitate the employee being away from his/her place of residence overnight;
 - b) A field trip - which necessitates the employee being away from his/her place of residence for one night or more, up to 20 consecutive nights;
 - c) An expedition - which necessitates the employee being away from his/her place of residence for more than 20 consecutive nights.
- F.7.1.2 An employee has the right to object to undertaking field trips and expeditions on reasonable grounds. The Employer undertakes to adequately consider an employee's objections and wherever possible to give reasonable notice of the field trip or expedition.
- F.7.1.3 An employee who undertakes field work shall be provided by the Employer with equipment and special clothing deemed by the Employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the Employer. In lieu of the foregoing, an employee may be paid a sum agreed upon by the Employer and the employee as partial reimbursement of the cost of provision by the employee of such equipment or special clothing, which shall remain the property of the employee.
- F.7.1.4 It shall be the duty of the Employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.
- F.7.1.5 An employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.
- F.7.1.6 An employee engaged on a day trip shall be entitled to time off, in lieu of overtime, on the basis of one hour for each hour worked, for any hours worked in excess of seven and a half hours.
- F.7.1.7 An employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip which is not an ordinary working day, to be taken at a time mutually convenient to the employee and the Employer.
- F.7.1.8 An employee engaged on an expedition shall not be entitled to overtime or time off in lieu.
- F.7.1.9 An employee who is engaged on a field trip or expedition shall be entitled to accommodation of a reasonable standard appropriate to the circumstances.
- F.7.1.10 An employee engaged on a field trip or an expedition shall be paid the incidentals allowance at the rate of \$8.63. Effective 1 January

2014, a percentage increase to this allowance will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to CPI increase for the year to 30 September 2014.

- F.7.1.11 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

F.7.2 Night Rate Allowance

Employees working between 9.00 pm and 7.00 am shall be paid an allowance at the rate of T0.5 in addition to the appropriate hourly rate. Such allowance is instead of, and not in addition to, overtime rates.

F.7.3 Saturday/Sunday Allowance

Employees working on a Sunday and after 5.00 pm on a Saturday shall be paid an allowance at the rate of T0.5 in addition to the appropriate hourly rate. Such allowance is instead of, and not in addition to, overtime rates.

F.8 CLEANERS ALLOWANCES

- F.8.1 Workers required to work 6.1 metres from the ground or floor or from 6.1 metres above a veranda shall be paid \$2.09 extra per day or portion of a day.
- F.8.2 Where the employer requires that the daily hours of workers are not continuous, they shall be paid \$4.39 per day extra. This payment is an allowance to recompense the worker for the additional cost of travel and other expenses incurred in working the broken shift. This allowance will not be payable where the employee requests to work daily hours that are currently available, are acceptable to the Employer, but do not constitute a continuous shift.
- F.8.3 Where a cleaner is required to clean windows a minimum payment of one hour shall be paid at 13.32 cents per hour extra while so employed.
- F.8.4 Workers who perform unusually dirty work in out-of-the-ordinary circumstances such as vomit or excreta outside of toilet bowls, excess dust and dirt from demolition on site being cleaned, flood damage, sewage overflow, human remains and animal offal, shall be paid \$4.91 per day or part thereof whilst so employed and shall be provided with overalls and gloves and masks where necessary.
- F.8.5 A reimbursing clothing and footwear allowance of 10.95 cents per hour shall be paid after the first week's employment: Provided that no such allowance shall be paid where the Employer supplies suitable clothing.
- F.8.6 Effective 1 January 2014, the allowances in this clause F.8 shall be increased a percentage increase to this allowance will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to CPI increase for the year to 30 September 2014.

F.9 MAINTENANCE WORKERS ALLOWANCES

CPI increases

Effective 1 January 2014, a percentage increase to Qualifications Payments, Responsibility Payments, First Aid Payments and Boiler Checks will be linked to CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase to those same allowances will be linked to CPI increase for the year to 30 September 2014.

F.9.1 Qualification Payments

F.9.1.1 Qualification payments for tradespeople shall be paid as an additional annual salary according to the following scale:

To Holders Of:	01/07/12
New Zealand Trade Certificate	\$1,114.76
New Zealand Advanced Trade Certificate	\$1,114.76
New Zealand 2 nd Advanced Trade Certificate	\$1,114.76
Registration as an Electrical Technician	\$1,436.20
Intermediate New Zealand Certificate with 3 years experience	\$1,500.31
Final New Zealand Certificate with 5 years experience	\$3,441.28
Licensed Building Practitioner	\$1,000.00

F.9.1.2 The following conditions shall apply to the payments shown in sub-clause F.9.1.1 of this clause:

- (a) The payment for 2nd Advanced Trade Certificate (Electrician) and registration as an electrical technician shall not be cumulative but holders of either qualification shall be paid the appropriate allowance in addition to that for Trade Certificate or Advanced Trade Certificate to which they are entitled.
- (b) Payment of New Zealand Certificate payments are not made concurrently with Advanced Trade Certificate, or 2 ATC Allowances.
- (c) The Licensed Building Practitioner payment is the maximum amount paid at any one time regardless of the level achieved.
- (d) The payment for qualifications shall be payable only in respect of qualifications directly related to the trade in which the employee entitled is engaged to work.
- (e) The payment for qualifications shall apply from the date the worker produces to the Employer written notification from the appropriate authority that he/she holds the certificate for the trade in which he/she is employed.
- (f) The qualification payments shall not apply to scaffolders.
- (g) The qualification payments shall be paid for equivalent qualifications, as approved by the Employer.

F.9.1.2 Payment for Registration - Plumbers

Special payment for dual registration as a plumber (or craftsman plumber) and gasfitter (or craftsman gasfitter) as defined in the Plumbers, Gasfitters and Drainlayers Act 1976 of \$516.97. This payment shall be paid as additional annual salary.

A plumber or gasfitter who has applied for registration as a craftsman, paid the appropriate fee, and received his/her registration as a craftsman shall be paid:

- (a) For dual registration as a craftsman plumber and gasfitter under Sections 21 and 22 of the Plumbers, Gasfitters and Drainlayers Act 1976 \$1,649.83.
- (b) For registration as a craftsman plumber or craftsman gasfitter under Sections 21 or 22 of the Plumbers, Gasfitters and Drainlayers Act 1976 \$814.32.

These payments take into account the qualifications, responsibilities, obligations, annual licence fees, restrictions, and penalties imposed by legislation, and the syllabuses for registration as craftsmen plumbers or gasfitters.

F.9.1 Responsibility Payments

F.9.1.2 Forepersons Allowance

Forepersons will be paid an additional allowance of \$3,027.43.

F.9.1.2 Leading Hands

A person appointed by the University to be a leading hand shall be paid an additional annual allowance of \$1,892.00.

F.9.2 First Aid

An adequate First Aid Emergency Kit shall be kept in a convenient and accessible place in every workplace, boilerhouse and service vehicles. Such emergency kits shall be inspected and replenished on a regular basis by a registered nurse or a designated first aid attendant with a current first aid certificate.

Provision shall be made for a supply of hot water at short notice at the workplace.

Those staff who are holders of a current First Aid Certificate and who are designated as First Aid attendants by the University to undertake first aid duties, shall be paid an additional annual allowance by the University. The allowance of \$446.49 per year, shall be applied as an allocated sum to a specific qualifying area/group as determined by the University. The allowance shall be paid on a per annum pro-rata basis to each of the designated first aid attendants within the qualifying area/group.

F.9.3 Suburban Work Allowance

Where a worker is required to report for work (other than out of town work performed by a worker which necessitates his/her lodging elsewhere than his/her usual place of residence) directly to a site other than the shop of the Employer, then that worker shall be deemed to be on suburban work. When a

worker is engaged on such work he/she shall be paid a minimum of 30 minutes per day extra at ordinary rates of pay.

The collection and delivery of goods or personnel shall not attract this payment.

F.9.4 Travelling Time

A worker required to start or cease work between and including the hours of 7.00 pm and 7.00 am Monday to Friday or required to work on a Saturday, Sunday or Public Holiday shall be paid a travelling reimbursing allowance calculated on the basis of payment of their annual salary rate.

The application of the payment is limited to five kilometres or one hour in the case of each worker reckoning the time as being at the rate of five kilometres an hour. This clause shall not apply where a worker is reasonably able to use public transport or where the worker lives less than 800 metres from his/her place of work. If the conveyance free of charge is provided for the worker by the University he/she shall not be entitled to payment.

F.9.6 Tool Allowances

F.9.6.1 Tradespersons tool allowance is incorporated within the base salary of each trade.

For the purposes of this sub-clause:

(a) A tradesperson shall provide standard tools of trade to enable them to efficiently carry out their duties.

(b) Tools such as drills, taps, hacksaw blades, files, trimming knives, scrapers, paint brushes and roller sleeves shall be provided by the University.

F.9.6.2 The University shall replace an employee's tools required for his/her work which may be destroyed by a fire on University premises or stolen from University premises, provided clear evidence of theft can be proved and subject to the employee having taken every precaution to prevent a theft taking place.

F.9.6.3 During the period of his/her employment, the worker shall not use any of the tools or materials belonging to the University for work other than that assigned to him/her by the University.

F.9.6.4 Where in the opinion of the University a particular tool or other piece of equipment not normally provided by a tradesperson is required for a particular job, such tool or equipment shall be supplied by the University and shall remain the property of the University.

F.9.8 Boiler Checks

F.9.8.1 A person appointed by the University to undertake regular boiler checks outside of normal working hours, 7 days per week, shall be paid a one off total payment of \$60.58.

F.9.8.2 A minimum of one check per day must be undertaken within the hours of darkness.

F.9.8.3 Subject to F.9.8.4, two checks are to occur daily, seven days per week, while the University's central boiler plant is operating.

F.9.8.4 The frequency and timing of checks shall be in accordance with the needs of the University provided that full consultation shall occur before any change is implemented.

F.9.8.5 The one off payment applies for up to a maximum of one hour's work on site. Any work undertaken after that time will be at the person's respective overtime rate as it applies for the time taken.

F.9.8.6 This payment replaces the employee's hourly rate for the first hour worked of each the outside of normal hours checks and no other allowances apply.

F.9.5 OUT OF TOWN WORK

Where such work is defined as "work performed by a worker which necessitates his/her lodging elsewhere than at his/her usual place of residence" -

F.9.5.1 Transport

A worker engaged on out of town work shall be conveyed by the University to and from such work free of charge or his/her travelling expenses going to and returning from such work shall be paid by the University at the appropriate rate as defined in clause 12 of this Agreement.

F.9.5.2 Accommodation

The University shall provide every worker on out of town work with suitable board and lodging.

F.9.5.3 Provision for Meals

The University shall provide provisions for three meals per day, except where such facilities are not available, when an allowance of \$26.85 shall be paid for each complete twenty-four hour period.

F.9.5.4 Overnight Allowance

An overnight allowance of \$9.29 per night shall be paid in addition.

F.10 MEDICAL PRACTITIONERS REIMBURSEMENT OF WORK RELATED EXPENSES

F.10.1 The cost of the annual practising certificate shall be reimbursed in full for all full-time Continuing Doctors working at the Centre. The cost will be reimbursed in full for part-time Doctors where their only income is from the University and pro-rata where they derive income from elsewhere as a medical practitioner.

F.10.2 Continuing Doctors will be reimbursed for the following, pro-rata where the Doctor is employed part-time at the Health Centre:

- Annual RNZCGP membership fee
- Medical indemnity insurance fee.

F.10.3 The reimbursement of work related expenses for fixed Term Doctors will be as agreed between the Director and the Doctor, at the commencement of fixed term employment.

F.10.4 In the event of the Doctor resigning or their employment being terminated, for any reason other than redundancy, before the end of the period to which the reimbursements relate, then where payment has been made in advance, any amount owing shall be repaid to the Centre.

F.10.4 Unless another arrangement is agreed in writing with the Director, the repayment is to be deducted from the Doctor's final salary payment.

F.11 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

- G.1.1 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.1.2 In the event of a holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- G.1.3 Where any employee is rostered or instructed to work on the day a statutory holiday or a University holiday is observed he/she shall be paid T1.0 in addition to the ordinary rate of pay for all hours actually worked. 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 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

G.3.1 Leave on Pay

Where a recognised holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during retirement leave after the employee has ceased work prior to leaving the University, unless the employee has worked at any time during the fortnight ending the day on which the holiday is observed.

G.3.2 Leave Without Pay

An employee shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, except for General staff who have worked at any time during the fortnight ending on the day the holiday is observed.

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 Timing of Leave

The employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the Employer may decline to grant leave or may direct an employee to take leave at a certain time.

Wherever possible employees will have the opportunity to take all leave due to them in any one leave year. With the written approval of the Human Resources Director an employee may take annual leave in anticipation of accrual.

G.5 SICK LEAVE

G.5.1 Employees are entitled to sick leave on pay as set out in the schedule below, or sick leave without pay may be granted on production of a medical certificate. Employees working less than five days a week or reduced hours shall be granted sick leave on the same terms as for permanent full-time staff. Casual employees are entitled to sick leave under the provisions of the Holidays Act 2003.

G.5.2 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 All sick leave is to be computed in working days.

G.5.4 Schedule of Entitlement

Length of service	Aggregate period for which sick leave on pay may be granted during service (Working Days)
Up to six months' service	Five days
Over six months and up to 12 months' service	Eight days, inclusive of days previously allowed
Over 12 months' service	Eight days for each 12 months of service, to accrue for the duration of continuous employment

This leave is inclusive of any entitlement to sick leave under the Holidays Act 2003.

G.5.5 The Employer may, at its discretion, decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken.

- G.5.6 The Employer may require an employee to undergo an examination by a registered medical practitioner of the Employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform full duties he/she may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by the Employer.
- G.5.7 If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
- a) Absent for a whole morning or afternoon - half day's sick leave.
 - b) Absent for less than two hours during the day - no deduction.
 - c) Absent for two hours and up to six hours during the day - half day's sick leave.
 - d) Absent for over six hours during the day - one day's sick leave.
- G.5.8 The employee should notify absence due to sickness to his or her manager whenever possible within 30 minutes of normal starting time. A medical certificate may be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the Employer may take such action as is necessary to clarify the matter.
- G.5.9 When sickness occurs during annual or long service leave, the Employer will permit the period of sickness to be debited against sick leave entitlement provided the period of sickness is more than five days and a medical certificate is produced.

G.5.10 Anticipation of Sick Leave

In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days' sick leave is retained for each year of service for which sick leave has been anticipated. Such authority to approve rests with the Human Resources Director.

All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.

G.5.11 Sickness at Home

Employees may be granted leave on pay as a charge against sick leave entitlement when the employee must be absent from work to attend to a member of the household who through illness becomes dependent on the employee.

G.5.12 Isolation on Account of Infectious Sickness

Employees who are required to be isolated on account of an infectious condition in their household or elsewhere may, if they desire, be granted sick leave on pay as a charge against their sick leave entitlement. Such absence is to be supported by a certificate signed by a registered medical practitioner or by the District Medical Officer of Health.

G.6 RETIREMENT

- G.6.1 Employees who wish to retire are required to give three months' notice except for retirement for medical reasons, except for Maintenance staff for whom notice shall be 4 weeks.
- G.6.2 An employee may be required by the Employer to relinquish employment based on the certificates of two medical practitioners nominated by the Employer. The Employer will normally give the employee not less than three months' notice provided that a lesser period may apply by mutual agreement.

G.7 RETIREMENT LEAVE

- G.7.1 Retiring employees shall be entitled to retirement 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.7.2 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.7.3 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.7.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.

G.7.5 Computation of Retirement Leave

Retirement leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retirement leave commences from the working day following expiry of such leave.

G.8 GRANT IN LIEU OF RETIREMENT LEAVE

- G.8.1 All employees eligible for retirement leave may accept, instead of any period of retirement leave to which they are entitled (less any retiring or leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.
- G.8.2 If the effective date of a salary increase falls during any period of annual or long service leave taken after cessation of duties, the amount of the lump sum in lieu of retirement leave should be increased in accordance with the new salary rates on the written application of the employee.

- G.8.3 The Employer shall notify any employee who has left the service of the Employer within the 12 months preceding such salary increase, provided the employee has left a contact address with the Employer.
- G.8.4 If the salary increase falls due from a date after the completion of the period of annual or long service leave taken after cessation, no adjustment is to be made to the lump sum.
- G.8.5 On the death of an employee the Employer may approve a cash grant in lieu of retirement leave to the surviving partner or if there is no surviving partner to any dependent.

G.9 PARENTAL LEAVE

G.9.1 Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.9.3 and G.9.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act.

G.9.2 When an employee is on parental leave in accordance with the Parental Leave and Employment Protection Act 1987, a 9 week payment (6 weeks for Cleaners) 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.9.3 Entitlement and Eligibility

An employee while they are employed in the University is entitled to parental leave in the following circumstances:

- G.9.3.1 In respect of every child born to them or their partner.
- G.9.3.2 In respect of every child up to and including five years of age, adopted by them or their partner.
- G.9.3.3 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.9.3.4 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.9.3.5 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.9.3.6 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- G.9.3.7 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.9.4 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.9.5 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.9.6 When an employee goes on parental leave the Employer must as first preference:
- G.9.6.1 Hold the employee's position open (Note - this includes filling it temporarily); but
- G.9.6.2 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 provided 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.9.7 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.9.8 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

G.9.9 Salary Rates

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

G.9.10 Progression as provided for in clause E.3 shall continue during absence on parental leave.

G.10 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE (GENERAL STAFF AND MEDICAL PRACTITIONERS ONLY)

An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:

G.10.1 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.

G.10.2 The applicant must:

- a) Produce a birth certificate for the under school age child;
- b) Sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.

G.10.3 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum (\$38,000 for Medical Practitioners), eligibility will be at the Employer's discretion.

G.10.4 An applicant seeking to return to the University should give at least three months' notice and renew that notice at least one month before the date she/he wishes to return to work or one month before the expiry of the period in clause G.10.1, whichever is the earlier. This notice shall be forwarded to the Employer who shall acknowledge receipt of it.

G.10.5 Where an applicant meets the conditions in clauses G.10.1 - G.10.4 and, at the time of the application:

- a) Has the necessary skills to fill competently a vacancy which is available in the University; and
- b) The position is substantially the same in character and at the same or lower salary as the position previously held,

then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

- G.10.6 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of leave entitlements.
- G.10.7 If an applicant is not appointed to any position within three months after the expiry of the period in clause G.10.1 above, the benefits of these provisions will lapse.

G.11 LONG SERVICE LEAVE

- G.11.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled to two weeks long service leave after 10 years continuous service with the University, and to an additional one weeks long service leave on completion of each 15 and 20 years continuous service.
- Alternatively, employees who were employed by the University prior to 1 July 2008 (and who remain continuously employed by the University) may elect to remain on their previous long service leave provisions, which are: "on completion of each 15 years' continuous university service to a special holiday of four weeks."
- This sub-clause is subject to clause G.11.5 below.
- G.11.2 Long service leave must be taken within five years of becoming due, or be forfeited. In exceptional circumstances an employee may be permitted by the Human Resources Director to extend the period of five years.
- G.11.3 Long service leave is a leave entitlement, not a basis for a lump sum payment.
- G.11.4 Entitlement to long service leave shall not affect any retirement leave eligibility.
- G.11.5 Employees covered by the University of Canterbury Maintenance Workers Collective Employment Agreement employed prior to 1 April 1991 shall retain their previous long service leave entitlement.

G.12 CREDITING OF PREVIOUS SERVICE

- G.12.1 For the purposes of calculating service related leave entitlements previous permanent service with the Employer will be counted, except where a break in employment has been for six years or more.
- This sub-clause G.12.1 shall not apply to Medical Practitioners.
- G.12.2 For the purposes of calculating leave entitlements:
- a) previous permanent service with another New Zealand university; or
 - b) previous relevant permanent service within the New Zealand education or library sectors
- will be counted, subject to the condition that the period which elapses between any period of employment is not longer than one calendar month.
- This sub-clause G.12.2 shall not apply to Cleaners or Medical Practitioners.

- G.12.3 The University may give credit for other previous relevant service for the purpose of calculating leave entitlements, in which case decisions shall have regard to:
- a) The relevance of the service;
 - b) Recruitment and retention experiences.
- G.12.4 "Continuous service" for Medical Practitioners means uninterrupted employment as a Doctor at the Centre. Service may be broken by periods of up to six (6) months (or longer if agreed by the Director) and will still be deemed current and continuous.
- G.12.5 Where a maintenance worker transfers from an agreement of apprenticeship to employment under this Agreement without a break in service, his/her previous service shall be taken into account when assessing eligibility for service related benefits under this Agreement.
- G.12.6 General staff employees employed prior to 11 May 1990 shall retain their existing provisions regarding recognition of service. Maintenance staff employed prior to 1 April 1991 shall retain their existing provisions regarding recognition of service.

G.13 JURY SERVICE LEAVE

An employee called on for jury service will be entitled to special leave with pay. The employee is to ensure that all fees payable by the court other than for service performed on a rostered day off are paid to the Employer. The employee may retain any expenses payments.

G.14 BEREAVEMENT/TANGIHANGA LEAVE

- G.14.1 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), kawē mate (re-enactment of tangihanga), and maumaharatanga (memorial services).
- G.14.2 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.14.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.14.4 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.14.5 This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

G.15 MAORI LAND 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.16 STUDY LEAVE

- G.16.1 Employees may be granted study leave to enable them to complete qualifications and to attend conferences, courses and seminars which are considered by their Employer to be relevant to their employment and/or professional development. Such study leave will entitle them to the benefits as set out in clauses G.16.5 and G.16.6.
- G.16.2 Provision of study leave is at the discretion of the Employer.
- G.16.3 A full-time employee may be allowed leave on full pay up to a maximum of one day a week for the purpose of attending a course of study, including teleconferences where these are a course requirement.
- G.16.4 The granting of leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.
- G.16.5 An employee who has been granted study leave under clause G.16.1 and who has successfully completed a section of the course for which he/she has enrolled shall be reimbursed either wholly or in part towards the cost of course tuition and examination fees on the production of result slips and receipts. Other fees and the purchase of notes, books and instruments shall be the responsibility of the employee.
- G.16.6 Where as a course requirement the employee who has been granted study leave under clause G.16.1 is required to travel to another centre the Employer will pay transport costs and expenses as set out in clause F.4.

G.16.7 Medical Practitioners Continuing Education

Note: This sub-clause G.16.7 shall apply to Medical Practitioners in place of G.16.1 to G.16.5 above

- G.16.7.1 The Centre is committed to the development of Continuing Doctors in order to achieve organisational goals. The Centre will use its best endeavours to enable Doctors to take professional development leave each year.
- G.16.7.2 Continuing Doctors are expected to undertake ongoing professional development leave from time to time to enable them to meet the objectives of the position and concentrate on increasing their knowledge and expertise in areas that will benefit both the Centre and them in the practice of medicine.
- G.16.7.3 On application, Continuing Doctors are entitled to up to ten (10) days professional development leave each calendar year, where the proposed professional development will be of benefit to the Doctor and the strategic direction of the Centre and is able to be accommodated operationally.
- G.16.7.4 A Continuing Doctor may accumulate professional development leave to a maximum of twenty (20) days where it is agreed between the Doctor and the Director that the proposed professional development will be of particular benefit to both the Doctor and the Centre and is able to be accommodated operationally.
- G.16.7.5 On application Continuing Doctors are entitled to the re-imbursement of reasonable expenses incurred up to \$4,000 each calendar year.
- G.16.7.6 Where the professional development leave is accumulated, reimbursement can be accumulated.
- G.16.7.7 If more than one Doctor intends to take accumulated leave in a single year, this will be negotiated with the Director and a decision will be made within the acknowledged limitations of the Centre's operational needs for that year.
- G.16.7.8 A record of study leave taken in this manner must be kept on the Doctor's file.
- G.16.7.9 A Continuing Doctor will be entitled to apply for professional development leave after twelve (12) months service.
- G.16.7.10 There is no entitlement for Continuing Medical Education (Professional Development Leave) to be cashed up or paid out, including on termination of employment.
- G.16.7.11 "Continuing Medical Education" refers to all activities undertaken by the Doctor to maintain and develop professional competence. The nature of these activities will be determined by the requirements of the RNZCGP and in accordance with any legislative requirements (contracts or requirements of the Ministry of Health and/or any other organisations providing funding). It will include quality assurance activities, clinical audit and peer reviews.

G.17 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.18 PROFESSIONAL FEES

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.19 OTHER LEAVE

- G.19.1 The Employer may grant an employee other leave with or without pay on such terms and conditions as the Employer may deem fit.
- G.19.2 In assessing applications for other leave, the Employer will take the following into account:
- a) Length and quality of service;
 - b) Purpose and duration of leave;
 - c) Position requirements;
 - d) Needs of the School/Department/Health Centre;
 - e) Amount of annual/long service leave being contributed by the applicant.
- G.19.3 Medical Practitioners leave to attend Meetings
- The Director shall grant leave with pay to any Doctor attending formal meetings of the Medical Council of New Zealand which the Doctor is required to attend, and any meeting the Doctor is required to attend by the Centre and any meeting of a statutory authority which the Doctor is required to attend. Reasonable notice is to be given to the Director so that cover can be arranged.

G.20 EMPLOYMENT RELATIONS EDUCATION LEAVE

The Employer shall grant paid leave to employees to attend employment related education courses in accordance with the provisions of the Employment Relations Act 2000.

SECTION H: GENERAL PROVISIONS

H.1 HEALTH AND SAFETY

- H.1.1 The University of Canterbury is committed to providing and maintaining a safe and healthy working environment for its employees by;
- meeting its obligations under the Health and Safety in Employment Act 1992 and associated Regulations, Codes of Practice, and other relevant Standards or Guidelines.
 - taking all practicable steps to ensure people in or near the work place are not harmed by hazards.
 - encouraging employee consultation and participation in matters relating to health and safety through the review of safe work practices by the Health and Safety Committee established in

terms of the Health and Safety in Employment Amendment Act 2003.

- provision of training, personal protective equipment and practical resource
- working in collaboration with staff and unions in accordance with the employee participation agreement. All hazard related protocols and procedures will be approved and periodically reviewed at relevant Health and Safety committees. The relevant department committee and specialists will develop, review and monitor standard operating protocols that, where relevant, will incorporate the clauses previously contained in the General Staff, Cleaners and Custodians and Maintenance workers collective employment agreements that applied immediately prior to this collective coming into force.

H.1.2 Personal Protective Equipment

- H.1.2.1 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. 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.1.2.2 The replacement of safety footwear shall be on an as required basis as approved by the Employer. This also includes the provision of sandshoes to painting staff where required and worn regularly.
- H.1.2.3 When maintenance workers are required to work outside in wet and/or cold weather, waterproof coats, safety gumboots and/or leggings shall be made available, provided that where such work is undertaken on a regular basis, individual protective clothing shall be supplied. An individual swandri-type jacket shall be supplied.

H.1.3 Eyesight Tests

- H.1.3.1 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. 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 the employee has at least 12 months' service with the University.
- H.1.3.2 Maintenance work covers a range of activities such as repair work, servicing, replacing, inspecting and testing, requiring employees on occasions to be able to see in light restricted environments, identify colours, work in restricted areas and sometimes with minute products such as electrical wiring therefore a maintenance worker is entitled to an eyesight test at the Employers expense immediately upon being assigned to such duties.

H.1.3.3 If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU or maintenance work related activities, or that an eyesight problem has been created or worsened by VDU or maintenance work related activities then the cost of spectacles will be met by the Employer provided the employee has at least 12 months' service with the University. Further eyesight tests shall be provided at not less than two yearly intervals upon application to the Employer.

H.1.3.4 The reimbursed cost of 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. 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 union subscriptions from the employee's pay at a rate advised from time to time by the relevant union and shall remit such deductions to the union in a manner agreed upon between the Employer and union.

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 MEETINGS

H.4.1 Subject to clauses H.4.2 - H.4.5 below, the Employer shall allow every employee covered by this agreement to attend on ordinary pay up to two union meetings (each of a maximum two hours duration) in each year.

H.4.2 The union shall give the Employer at least 14 days' notice of the date and time of any meeting to which clause H.4.1 applies.

H.4.3 The union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable the Employer's operation to continue.

- H.4.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any member for a period greater than two hours in respect of any meeting.
- H.4.5 Only members who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the Employer with a list of members who attended and shall advise of the time the meeting finished.

H.5 UNION RIGHTS

H.5.1 Right of Access

The secretary or other authorised officer of a union party 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 to conduct the union's business which may include recruitment and provision of information to new employees and/or non union employees, 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.5.2 New Employees

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

The Employer will inform the employee that if he/she joins one of the unions, the employee will be covered by this agreement.

H.6 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

H.6.1 Definitions

- H.6.1.1 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.6.1.2 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.6.1.3 Dispute means a dispute about the interpretation, application or operation of an employment agreement.

H.6.2 Raising a Personal Grievance or Other Problem

- H.6.2.1 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.6.2.2 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.6.2.3 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 Human Resources.

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

H.6.3 Procedure - All Employment Relationship Problems (including Personal Grievance)

- H.6.3.1 If the employment relationship problem cannot be resolved by discussion between the Employer and employee, then either party may request assistance from the Department of Labour who may provide mediation services.

- H.6.3.2 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

H.7 DISCIPLINE

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

H.8 SAVINGS

Savings provisions that apply to employees covered by this agreement who are employed at the commencement of the agreement and who are members of the union shall be preserved accordingly.

H.9 VARIATION OF AGREEMENT

- H.9.1 During the term of this 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.9.2 Clause H.9.1 will not be used to renegotiate annual salary increases or the term of this agreement.
- H.9.3 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.10 UNION RECOGNITION

- H.10.1 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.10.2 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.10.3 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.10.4 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.10.5 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.11 MATERNITY PROTECTION

- H.11.1 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.11.2 This includes:

H.11.2.1 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.11.2.2 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.12 DEFINITIONS

H.12.1 T1.0 means an employee's ordinary hourly rate of pay, if a waged employee, or if the employee is a salaried employee, the hourly rate will be calculated by dividing the annual salary by 1955.35 (for a 1.0 FTE) or 2085.71 (for a 1.0 FTE) for Maintenance Staff, Cleaners, Trades Supervisors, Senior Cleaning Supervisors and Warehousepersons (and other employees usually employed on 40 hours per week).

H.12.2 T0.5 means half T1.0 (as calculated in accordance with the above definition).

H.12.3 T1.5, or "time and a half", means T1.0 (as calculated in accordance with the above definition) plus T0.5 (as calculated in accordance with the above definition).

H.12.4 T2.0 means T1.0 (as calculated in accordance with the above definition) x 2.

H.13 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

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

Human Resources Director (Paul O'Flaherty)

Date:

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

Deputy Secretary (Nanette Cormack)

Date:

**Signed on behalf of The New Zealand Amalgamated Engineering,
Printing & Manufacturing Union Inc**

Date:

Signed on behalf of The New Zealand Public Service Association

Date:

Signed on behalf of The Service and Food Workers Union

Date:

Maintenance Worker Classifications

BOILER CLASSIFICATIONS

(a) **Responsible Person**

A person who fulfils the requirements of a responsible person to operate fully automated unattended boilers in accordance with the OHS Code of Practice for Design, Safe Operation, Maintenance and Servicing of Boilers 1996.

(b) **Engine Drivers**

A person who has a certificate of competency in accordance with the Boilers, Lifts and Cranes Act or its equivalent and is therefore qualified in one of the following grades:

- (i) First Class Engine Driver
- (ii) Second Class Engine Driver

Either certificate of competency enables the person to operate the University of Canterbury's attended boiler plant on completion of appropriate operational training.

(c) **General**

The responsible person appointed by the boiler owner, as defined by in the OHS Code of Practice Design, Safe Operation, Maintenance of Boilers 1996, to exercise full supervision of the safe operation of the boiler, shall be fully familiar with the instruction for the proper operation of the boiler, and the layout of the installation, and shall be trained in the operation of the boiler to the extent that he/she is fully capable of handling any operating emergency that may arise. He/she should possess an adequate knowledge of the boiler equipment and the purpose of each internal and external fitting, each piece of ancillary machinery, and of the piping, casins, and ducting associated with the installation. He/she should possess a full knowledge of what operating functions are being performed automatically and of the purpose of interlocks between various operating functions.

In addition to the general responsibilities of boiler operators set out above, operators should endeavour to acquire the skill necessary to recognise, by means of instrumentation, signs of impending plant malfunctions or failure. And also endeavour, when possible to undertake repairs while the boiler is under pressure.

(d) **Fitter/Boilerman**

A person who has been designated by the University as the responsible person for its automated central boiler plant which requires him/her to undertake planned regular checks of the plant, seven days per week. In addition to this Fitter/Boilermen are required to respond to any fault as generated by the boiler plant monitoring system, 24 hours per day. The fitter/boilerman may also be qualified as an Engine Driver as defined.

When not fulfilling these boiler duties during normal working hours the person will undertake the duties of a fitter (see clause 5) and be paid as such.

PLUMBERS CLASSIFICATIONS

(a) Sanitary Plumbing means:

- (i) The work of fixing or unfixing any bath, shower, lavatory basin, sink, slop sink, urinal water closet, laundry tub, washing machine, water flushed sanitary towel disposal unit, drinking fountain, refuse grinder, shampoo basin, shampoo trough, shampoo tray, shampoo sink wash trough, chemical sink or any other sanitary fitting, sanitary appliance, waste water fixture, soil fixture, or any fittings and/or accessories associated therewith.
- (ii) The work of fabricating, fixing or unfixing, any trap, waste, or soil pipe, ventilation pipe or overflow pipe connected with or accessory to any sanitary fitting, sanitary appliance, waste water fixture, soil fixture, or drain, whether or not the fitting, appliance, waste water fitting, soil fixture or drain is there when the work is done.
- (iii) The work of fixing and/or unfixing any pipe that supplies or is intended to be a means of supplying hot or cold water to any sanitary fitting, sanitary appliance, waste water fixture, soil fixture or any drain, whether or not any fitting, appliance, waste water fitting, soil fixture or drain is there when the work is done.
- (iv) The work of fabricating, fixing and/or unfixing within the legal boundary of any premises in which any sanitary fitting, sanitary appliance, waste water fixture, or soil pipe has been, or is intended to be fixed, any pipe that is connected, or is intended to be connected to any water tank, or to any pipe fixed or intended to be fixed within such boundary for the purpose of supplying water to any sanitary fitting, sanitary appliance, waste water fixture or soil fixture, whether or not the tank, fitting, appliance, waste water fixture or soil fixture is there when the work is done.
- (v) The work of laying, fixing or unfixing any cast iron drain.

(b) Roofing and Cladding means:

- (i) The installation, fixing and/or repairing of composition corrugated roofing.
- (ii) The installation, fixing and/or repairing of all corrugated metal roofing, and other forms and profiles of metal roofing.
- (iii) The installation, fixing and/or repairing of all other roofing, excepting slates, concrete and/or clay tiles, or bituminous roofing.
- (iv) The installation, fixing and/or repairing of all types and forms of sheetmetal wall-cladding.
- (v) The fixing of all netting, mesh, and/or any insulation or underlay material.

- (vi) The flashing and/or overflashing of all roof and wall penetrations.
- (vii) The waterproofing of all roofs, wall-claddings and flashings.
- (viii) The manufacture, installation, fixing or unfixing, and repairing of all gutters, spouting, downpipes, flashings, ridging, roof vents, skylights, and louvres.
- (ix) The jointing of any component used in roofing, wall-cladding, gutters, spouting, ridging, downpipes or flashing, whether soldered, lead-burnt, riveted, welded, made with any sealant, or solvent or solvent cement.
- (x) The manufacture fixing and/or unfixing of expansion joints.
- (xi) The proofing of all roofs, wall-cladding, gutters, downpipes, ridging or flashings against birds, vermin or draughts.
- (xii) The installation of all vapour barriers.
- (xiii) For the purpose of this Agreement the word "*corrugated*" shall have the following meaning:

"formed into furrows or bent into a series of parallel and alternative ridges, grooves or panels, agreed into wrinkles for the purposes of strengthening any materials."

NOTE: *But this shall not preclude such work being undertaken by carpenters as defined in clause 4.*

(c) **Fixing and Unfixing**

For the purposes of clause 3 of the Agreement, the term "*fixing*" includes installing, connecting, repairing and altering; conversely "*unfixing*" includes removing, and disconnecting; further fix and unfix shall have corresponding meanings.

BUILDING TRADE CLASSIFICATIONS

- (a) **Carpenters', joiners', joiners machinists', joinery process, or process assembly work shall mean and include:** employment in the building, construction, and joinery industry or on work related to that industry as a carpenter, carpenter and joiner, joiner, joiner's machinist, joinery process worker, or process assembly worker (as defined in subclauses (c) and (d) of this clause) on work, whether in wood or any other material which may be used in place of wood, and shall include pre-fabricating and/or pre-cutting work, the lamination of timber in connection with building and construction work, the erection and fixing of concrete form work, acoustic ceilings and/or linings and/or demountable partitions, interior and exterior sheathing and curtain walling, but shall not include any worker covered by the scope of any other award or collective agreement: Provided also that nothing in this subclause shall cover the hoisting and swinging into place of shutters for concrete form work or frames for curtain walling.
- (b) **Tile-fixers' work shall mean and include:**

- (i) The preparation of backgrounds and the fixing of all mosaic and other floor tiles and all internal and external wall tiling;
 - (ii) The fixing of tile slabs;
 - (iii) The building of tile fireplaces other than external brickwork;
 - (iv) The fixing of all glass tiles, such as vitrolite, marbite, etc., where tile skirting, facing, angles, and cappings are required to be fixed by tilers.
- (c) **Bricklayers' and/or blocklayers' work shall mean and include:**
- (i) The laying of clay, glass, and cement bricks, concrete, breeze, or pumice blocks, or any other substitutes for bricks;
 - (ii) The stopping and pointing of brickwork or other substitutes;
 - (iii) Cutting and rubbing bricks and/or blocks excluding cutting chases except when a bricklayer and/or blocklayer is working on the job;
 - (iv) Cutting openings in brickwork and/or blockwork which have to be pointed up or made good by a bricklayer and/or blocklayer: Provided that on any particular job, by arrangement between the Employer and the authorised representative, labourers may be employed to cut any special opening or openings;
 - (v) Brick and/or block paving;
 - (vi) Refractory and/or acid resistant work in conjunction with bricklaying or blocklaying: Provided that tiling or trowelling floors in connection with their work may be done by bricklayers and/or blocklayers. Only two classes of labour shall be recognised - viz bricklayers and/or blocklayers and apprentices - and none other shall be employed.
- (d) **Roofers' work in the Canterbury Labour District shall mean and include:**
- (i) The setting-out of roofs, battening same, laying tiles, slates, ridging, pointing same, wiring, fixing all asbestos sheets and slates and any other substitute material, laying fibrous or bituminous roofs, or fixing and laying of floors and steps with liquid cement or other solution. This definition shall not limit the ordinary meaning of roofing, nor shall it operate to prevent the fixing of iron roofing by workers covered by awards which provide for such work or to prevent a carpenter from fixing corrugated, composition, or iron roofing.
- (e) **Painters' and decorators' work shall mean and include:**
- (i) The spreading of paint, varnish, shellac, bitumen, or any preparation the purpose of which is of a decorative or protective character (excluding only the application of tar, bitumen, or like substance to the ground or roads or like surface); paper hanging and the hanging of other decorative wall coverings of every description including vinyl and similar wall coverings; scrimming; graining; decorating; calcimining; distempering and lime washing; spray or curtain coating with paint and lacquer or similar substance and the application of other specialised finishes applied by pressure or any other method and dipping of

woodwork or any other material into paint or any other substance where not specifically covered by any other award; and all preparatory work in connection with any of the foregoing operations including the application of woven fibreglass, flame cleaning of metal and sand blasting.

- (ii) The cutting, fitting, and fixing of glass of all shapes and types, and/or the glazing of sashes, doors, and frames of all types.

ENGINEERS CLASSIFICATIONS

- (a) **Electricians and electrical workers work is defined as:**
"Electrical work" shall mean and include the constructing, erecting, installing, repairing, maintaining and testing of all classes of electrical and electronic, lighting and power appliances and of any other appliances which require a practical knowledge of electricity, and including all work which comes within the scope of the New Zealand Government Electrical Supply and Wiring Regulations.
- (b) **Engineering work** is defined as all engineering maintenance work, including work done by factory engineers, toolmakers, patternmakers, industrial instrumentation service persons, tradepersons assistants, metal workers assistants, automotive engineers, vehicle servicepersons and trainees, battery workers, garage attendants, tyre fitters, Kerrick cleaners, and related engineering trades and assistants.

LABOURERS AND SCAFFOLDERS CLASSIFICATIONS

Definitions:

- (a) A labourer is a worker who is employed on labourer's work in connection with any building, reservoir, or like structure in the course of erection, construction, alteration, repair, demolition, treatment, or maintenance. The term "*builder's labourer*" or "*sub-contractor's labourer*" shall include a worker employed as a:

Builder's or Bridge Builder's Labourer
Bricklayer's labourer
Plasterer's labourer
Licensed drainlayer's labourer
Plumber's labourer

The term shall also include a worker engaged on:

- (i) The work of a "*crane dogman*" - the responsibility for slinging the load and/or the safe movement of the load, other than that of a rigger or steel erector.
- (ii) The work of a "*mechanical plant operator*" - that of a worker employed in operating stationary equipment driven by power units of 10 h.p. or over such as winches, cranes, pile-drivers, well and test boring equipment, derricks, loaders, shovels, dump trucks, and front-end loaders;

- (iii) "*Concrete work*" - the work of feeding concrete mixers or handling, mixing, or spreading wet concrete, or operating power vibrators or power grinders facing concrete;
 - (iv) "*Reinforcing steel work*" - the measuring, cutting, placing, and/or bending steel for reinforced concrete;
 - (v) "*Scaffolding work*" - the erection and dismantling of scaffolds for which notice of erection is necessary under the HSE 1995 regulations.
 - (vi) The work of a "*tunneller*" - where a worker is substantially engaged on duties inside and underground excavation more than 4.6 metres in length or a shaft more than 4.6 metres in depth connecting to a tunnel.
- (b) The work of "*riggers and/or steel erectors*" shall mean and include:
- (i) The assembling and dismantling of prefabricated steel work in the field (as opposed to the shop). Such work shall not include any tradepersons work covered by any other award or agreement;
 - (ii) In bolted structure, the assembling and bolting up including the use of huck bolts, and completing the structure in all respects including drifting and reaming of badly fitting holes, but excluding any marking out or drilling;
 - (iii) In a welded structure, the assembling and bolting up with service bolts and completing the structure in all respects except for the actual welding;
 - (iv) In a riveted structure, the assembling and bolting up with service bolts and completely preparing the structure for riveting but excluding reaming of badly fitting holes;
 - (v) The making of knots and lashings, assembling, erecting tackle, splicing of wire and hemp ropes, erection and dismantling of gin poles, masts, towers, cranes, sheets, and derricks, the rigging of gear (including lifting tackle, anchors, guys, and the like) to take heavy lifts, and placing them in position.
- (c) "*Pile driving*" is the work of driving piles, sheet piling, or cylinders.
- (d) "*Test or well boring*" is the work of boring for test purposes and/or wells.
- (e) "*Boring piling*" is the work of boring large diameter holes and the placing of liners.
- (f) The work of a "*pest extermination serviceperson*" is that of controlling, fumigation, or treatment for the extermination of vermin, pests, and the like.
- (g) A "*quarry worker*" is a worker who is employed in a quarry on quarrying operations as defined under the Quarries and Tunnels Act 1982, as amended, and includes operators of "*crushing plants*" as also defined under that Act.
- (h) A "*scaffolder*" is an employee who is engaged by the University to erect and dismantle scaffolds and who is required by the University to hold as a minimum qualification a Basic Certificate in Scaffolding. A scaffolder may be required to perform other duties from time to time.