



EASTBAY R·E·A·P

Ka ako te katoa, tūhonohono te katoa | Everyone learning, everyone connected

**EASTBAY REAP
RURAL EDUCATION ACTIVITIES PROGRAMME**

COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

1 July 2015 — 30 June 2017

CONTENTS

PART ONE: PARTIES TO AGREEMENT AND TERM.....	5
1.1 Parties.....	5
1.2 Coverage	5
1.3 Application of Collective Agreement.....	5
1.5 Term.....	5
1.6 Variation of Agreement	5
PART TWO: DEFINITIONS	6
PART THREE: REMUNERATION.....	7
3.1	7
3.2 Grades	7
3.3 Starting Salaries.....	8
3.4 Progression within a Grade.....	8
3.5 Regrading	9
3.6 Part-time rates of pay.....	9
3.7 Payment of Salary.....	9
PART FOUR: ALLOWANCES	11
4.1 Motor Vehicle Allowance	11
4.2 Tea, Sugar and Milk	11
4.3 Special Responsibilities	11
4.4 Higher Duties	11
4.5 Travelling/Reimbursing Allowance	11
4.6 Health Insurance/Flu Shots.....	11
PART FIVE: LEAVE.....	12
5.1 Public Holidays.....	12
5.2 Annual Leave	12
5.3 General	13
5.4 Professional Development Time	13
5.5 Sick Leave	13
5.6 Leave for Family Reasons	14
5.7 Parental Leave.....	14

5.8	Bereavement/Tangihanga Leave	15
5.9	Special Leave.....	16
5.10	The Leave Year for All Employees.....	16
5.11	Leave of Absence to Count as Days and Half-Days for All Employees.....	16
PART SIX: HOURS OF WORK.....		17
6.1	Hours of Work	17
6.2	Breaks.....	17
6.3	Time in Lieu	17
PART SEVEN: APPOINTMENTS & TERMINATION		19
7.1	Categories of Appointment.....	19
7.2	Employment Policy.....	19
7.3	Equal Employment Opportunities.....	19
7.4	Probationary Period	19
7.5	Termination of Employment	20
7.6	Disciplinary Procedures for Employees.....	20
PART EIGHT: ORGANISATIONAL CHANGE.....		22
8.1	Surplus Staffing.....	22
8.2	Technical Redundancy.....	24
8.3	Employment Protection	24
PART NINE: PROCEDURES FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS		25
9.1	Employment relationship problems include:.....	25
PART TEN: MISCELLANEOUS.....		27
10.1	Inadvertent Omission	27
10.2	Act to Prevail.....	27
10.3	Union Fee Deductions.....	27
10.4	Access to Premises.....	27
10.5	Safety and Good Health.....	27
10.6	Superannuation.....	27
10.7	Consultation	27
PART ELEVEN: SIGNATORIES.....		28
SCHEDULE ONE: SPECIAL LEAVE ACTIVITY GUIDE		29

(CLAUSE 5.9) 29

SCHEDULE TWO: SALARY SCALES 30

PART ONE: PARTIES TO AGREEMENT AND TERM

1.1 Parties

The parties to this Collective Agreement are:

Eastbay REAP (herein referred to as the employer), and

The Tertiary Education Union – Te Hautū Kahurangi o Aotearoa (TEU) (herein referred to as the Union)

1.2 Coverage

This Collective Agreement covers all TEU members employed by Eastbay REAP including all permanent, temporary and part time staff. This shall not cover the CEO or casual employees.

1.3 Application of Collective Agreement

- (a) When a person is appointed to a position where the work to be done comes within the coverage clause of this CA the employer will:
 - (i) inform the employee that this CA exists and covers the work to be done by the employee; and
 - (ii) give the employee a copy of the CA; and
 - (iii) inform the employee that he/she may join TEU, which is a party to this CA; and
 - (iv) inform the employee how to contact the TEU; and
 - (v) within the first five working days if the employee so requests, the employer will inform the TEU that the employee has accepted employment with the employer.

- (b) During the first 30 days of employment, the terms and conditions will be the terms and conditions in this CA, and any additional terms and conditions mutually agreed which are not inconsistent with the CA.

1.5 Term

This agreement will come into effect on 01 July 2015 and expire on 30 June 2017

1.6 Variation of Agreement

This Agreement may be varied in writing by agreement between the parties. The union party shall seek ratification of such variation by its affected members in accordance with its ratification procedure.

PART TWO: DEFINITIONS

- 2.1 “Administration and Support Worker” means any person employed in an administration, secretarial or clerical position, or a supervisory position where the primary focus is administrative rather than educational.
- 2.2 “Continuous Service” means service with Eastbay REAP which is unbroken and includes all paid leave and parental leave. A break in service for periods of up to three months does not constitute a break in continuous service but such a break shall not be included as continuous time.
- 2.3 “Teacher/Educator” means any person employed to facilitate learning
- 2.4 “Temporary Employee” means an employee who for genuine operation needs to undertake work for a specified period of time, or to undertake a defined project or task, or in a relieving position, not exceeding two years. Such a position shall be subject to the provisions of s66 of the Employment Relations Act 2000.
- 2.5 “Full-time employee” means an employee who undertakes the duties of a position for the normal hours of work.
- 2.6 “Part-time employee” means an employee who undertakes the duties of a position for less than 30 hours per week and is paid a corresponding proportion of the annual salary.
- 2.7 “Casual employee” means an employee who is engaged on an as-required basis with no expectation of on-going employment.

PART THREE: REMUNERATION

3.1 All employees shall be paid no less than the scale as in Schedule Two.

3.2 Grades

(a) The employer shall appoint employees to a grade using the following criteria:

Grade A

- (i) This position involves administrative duties and tasks, which are specified and clear and are usually carried out in accordance with well-defined procedures, The position is usually closely supervised.
- (ii) Some examples of duties required within this grade are:
 - Clerical duties i.e. filing/photocopying/opening and processing mail
 - Reception work
 - Cash handling i.e. receipting/banking
 - Word processing and data entry.

Grade B

- (i) The position requires a high level of skill, knowledge and ability in the employee's area of competence. The employee, while exercising autonomy in the performance of his/her duties, usually reports to a higher graded position.
- (ii) Some examples of duties required within this grade are:
 - Course development and delivery (if an educator)
 - Secretarial and financial responsibilities (if an administrator)
 - Assisting in the development of policy initiatives.
 - Community development and community programme delivery

Grade C

- (i) This position is a senior one within the REAP. The employee provides a leadership role within their area of competence. The position requires a high level of specialist skill and knowledge and involves liaison with the wider community on issues encompassed within their area of competence.
- (ii) Some examples of duties required within this grade are:
 - Curriculum and course development (if an educator) or responsibility for financial systems (if an administrator)
 - Assisting in the development of policy initiatives
 - Responsible for the day to day supervision of staff employed in their area of competence.

PAFT Employees

- (i) PAFT employees shall be employed on Steps 4 to 8 of the Scale with the Coordinator up to a maximum of Step 11.

- (b) The salary ranges and advancement criteria applicable to each grade are as follows:

Grade	Salary Range	Maximum advancement Under 3.4.3 below
A	Steps 1 to 7	4
B	Steps 1 to 14	7
C	Steps 7 to 21	14
PAFT	Steps 4 to 8	8

3.3 Starting Salaries

For the purpose of determining starting salaries within the salary ranges prescribed in clause 3.2 above, the employer shall in consultation with its employees develop and implement a policy.

3.4 Progression within a Grade

- 3.4.1 The starting point for determining progressions within the above scale by employees within each year, shall be consultations between the employer and employees aimed at identifying the amount of funds available for progression in that year.

- 3.4.2 Employees shall be reviewed on an annual basis or earlier by mutual agreement.

- 3.4.3 Progression to the “maximum advancement” level shall be by automatic annual progression provided that performance is at a satisfactory level.

- 3.4.4 Progression beyond the “maximum advancement” level to other steps within the Salary Range shall be subject to application of the criteria below and or others decided upon in consultation with the employee:
 - particular skills and on-the-job experience
 - effectiveness
 - achievements as measured against the goals of the position described in the job description
 - contributions to the achievement of the stated aims of the work unit including the specific requirements of the job description
 - responsibilities being undertaken.

Application of these criteria shall be by an objective appraisal system developed in consultation with the staff concerned. Where an employee fails to receive an increase following an appraisal under this subclause, the reasons for such decision shall be conveyed to the employee.

- 3.4.5 The parties agree that salary progressions above and/or beyond the “maximum advancement” levels shall not be automatic. An employee

shall not be disadvantaged where the employer has failed to attest to the employees competence under sub-clause 3.4.3 or to carry out an annual review under sub-clause 3.4.4

- 3.4.6 Should additional funding become available, the employer may, at their discretion, provide for progression beyond the salary range for the designated grade.

3.5 Regrading

- 3.5.1 Where an employee's responsibilities and duties have changed to meet Board directions/strategies the employer shall carry out a review to assess whether the position the employee holds should be regraded as belonging to a different classification. Salary progression for an employee who is placed in a new salary range as a consequence, shall be by annual review as outlined in subclause 3.4.4.

- 3.5.2 Should an employee disagree with the employer's decision not to regrade a position and the employee believes that there is sufficient change to justify reclassification an appeal may be lodged. Such an appeal will be determined through a mutually agreed independent evaluation process which may include an alternative REAP or person nominated by the REAP National Association.

3.6 Part-time rates of pay

Salary shall be paid as a proportion of a fulltime salary rate (actual hours worked divided by 37.5). Starting salaries and progression shall be as for fulltime staff.

Employees employed after 1 July 2008 may be employed on 40 hours per week, provided that the scale in Appendix 2 shall be pro-rated upwards to reflect 40 hours (currently it is based on a 37.5 hour week). Employees employed prior to 1 July 2008 may work a 40 hour week only by mutual agreement.

The hourly rate is derived by dividing the fulltime rate by 1950 (or for those on 40 hours per week FTE 2080).

3.7 Payment of Salary

- 3.7.1 (a) The salaries of employees shall be paid fortnightly.
(b) Payment shall be made either by cheque and/or by lodgement to an employee's current bank account, at the option of the employee.
(c) Payment for the holiday periods may be paid in advance by agreement.
(d) A payslip setting out an explanation shall be provided to each employee whenever there is a variation to their pay.

- 3.7.2 Employees shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from periods

of leave without pay) subject to the following conditions:

- (a) Payment includes all public holidays, leave periods and intervening weekends as appropriate.
- (b) On resignation or retirement an employee shall receive all salary due.

PART FOUR: ALLOWANCES

4.1 Motor Vehicle Allowance

Where an employee is required to use their own vehicle for work related activities, the applicable rate will be 65c per km.

4.2 Tea, Sugar and Milk

Where practicable tea, coffee (or reasonable substitutes), and sugar and milk shall be supplied at all meal intervals and rest periods.

4.3 Special Responsibilities

An employee who is required by the employer to undertake significant special responsibilities which are over and above that normally expected of the employee may be granted a special responsibility allowance at a level sufficient to reflect the nature of the responsibilities.

4.4 Higher Duties

Where an employee is required to act in a higher graded position, for a minimum of five consecutive working days an allowance shall be paid at a level which reflects the additional responsibilities as determined by the employer in consultation with the employee.

4.5 Travelling/Reimbursing Allowance

Employees may be required to travel from time to time as part of their duties.

4.5.1 Employees shall be entitled to reimbursement by the employer of all expenses reasonably and properly incurred by them in the performance of their duties, provided that the expenses have been approved by the employee or his/her nominee prior to the expenditure occurring and upon production of appropriate receipts.

4.5.2 Such expenses may include reasonable cost for care of dependants where alternative arrangements are not possible, or amounts for a host where an employee is staying privately.

4.5.3 Reasonable expenses may be paid in advance by agreement.

4.6 Health Insurance/Flu Shots

The employer agrees to meet up to \$130 per annum, pro rated for part time employees, of the cost of an approved medical insurance scheme, on receipt of an appropriate invoice. Additionally the employer will reimburse the cost of annual flu shots on production of receipt.

PART FIVE: LEAVE

5.1 Public Holidays

The following days shall be observed as whole holidays, in accordance with the Holidays Act 2003.

New Year's Day	The day after New Year's Day
Christmas Day	Boxing Day
Good Friday	Easter Monday
Anzac Day	The Sovereign's birthday observance
Waitangi Day	Anniversary Day
Labour Day	

5.1.1 Provision of a Day in Lieu

Where an employee is required by the employer to work on a public holiday listed in clause 5.1 above, and the public holiday falls on an otherwise working day for the employee, the employee will be paid their salary (as per clause 3.7.2) plus half that amount again for the hours worked on the day, and will be granted a whole day's holiday on pay in lieu of the holiday which the employee works.

5.2 Annual Leave

5.2.1 Subject to subclauses (a) to (c) below employees shall be entitled to four weeks' and one day of annual leave in each year in accordance with the Holidays Act 2003. Effective from the commencement of the 2012 leave year, employees shall be entitled to four weeks' and two days of annual leave in each year in accordance with the Holidays Act 2003.

- (a) Unused leave may only be carried forward with the approval of the CEO. Leave can not be forfeited nor can it be "cashed-up" other than at resignation/termination.
- (b) An employee may anticipate up to one years annual leave entitlement, subject to refund on resignation/termination if necessary.
- (c) The employer may closedown all or part of its operation regularly once a year and require employees to take leave during the period of the closedown. The employer shall provide dates of such closedown by March each year.

A leave plan will be completed before the beginning of July each year. This plan is a guide to leave for the benefit of both the employee and employer. Employees will need to apply for leave on the approved form.

5.2.2 Upon the completion of each 5th year anniversary of current continuous

employment, an employee shall be entitled to a one-off one additional week of annual leave. This shall only apply from a 5th year anniversary that falls after 1 July 2008.

5.3 General

- 5.3.1 Any public holidays which fall within a block of annual leave or discretionary time may constitute part of the block but will not be forfeited as part of any statutory entitlement.
- 5.3.2 Annual leave in the case of employees who have joined or taken leave without pay during the entitlement year, shall be assessed on a pro-rata basis.
- 5.3.3 Annual leave, in the case of employees resigning during an entitlement year, shall be credited and paid for on a pro-rata basis. Professional Development Leave not taken at the date of resignation shall be forfeited.
- 5.3.4 Employees with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between one year and the next and any other period when the REAP closes completely, even though the normal entitlement may be insufficient to cover these periods.

5.4 Professional Development Time

Subject to the following conditions, REAP employees shall be entitled to 10 working days on full pay for professional development purposes during each 12 month period they are employed. Part-time staff who work less than five days per week shall be entitled to Professional Development Time on a pro-rata basis.

- 5.4.1 the submission by the employee of a proposed programme of development activities which accounts for this time or its equivalent.
- 5.4.2 the approval of the employer for such programmes, but such approval shall not be unreasonably withheld.
- 5.4.3 reasonable notice being given of proposed activities, and the timing of the programme being made with due regard to the REAPs operational requirements.
- 5.4.4 the leave may be accumulated by agreement according to any conditions, which may be agreed between the employer and the employee.

5.5 Sick Leave

- 5.5.1 Employees shall be entitled to up to 10 days' paid sick leave during each complete year of service in accordance with the Holidays Act 2003. An employee cannot take any portion of sick leave entitlement over and above five days within the first six months of employment.

- 5.5.2 Notwithstanding clause 5.5.1, part-time staff who work less than five days per week, shall receive sick leave on a pro-rata basis provided that no employee shall receive less than five days sick leave per annum.
- 5.5.3 Employees in their first year of employment with REAP are entitled to anticipate up to one year's sick leave entitlement in advance, provided that usage does not exceed entitlement by the end of the third year. Anticipation of sick leave in excess of this entitlement shall be at the discretion of the employer.
- 5.5.4 Unused sick leave may be accumulated without restriction by carrying forward any unused entitlement from previous allocations.
- 5.5.5 The employer may require the employee to produce a medical certificate when a period of sick leave exceeds three days or in cases where employees are taking sick leave of less than three days on a regular basis.
- 5.5.6 With respect to incapacity resulting from a work accident as defined by the Injury Prevention, Rehabilitation and Compensation Act 2001, the first week of incapacity shall be paid in accordance with the Act by the employer and shall not be regarded as part of the sick leave entitlement of this Agreement.
- 5.5.7 An employee may elect to utilise any unused sick leave entitlement to top up earnings whilst receiving ACC compensation.
- 5.5.8 The employer may grant an employee 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. Members of the household may include the employee's family or household. The production of a medical certificate or other evidence of illness may be required.

5.6 Leave for Family Reasons

An employee may be granted leave for family reasons, with or without pay, in the following circumstances:

- Serious illness of a family member
- Marriage of a close relative
- Other important family occasions.

This provision shall be administered having due regard to the cultural needs of employees. Approval shall not be unreasonably withheld.

5.7 Parental Leave

- (a) The Parental Leave and Employment Protection Act (Paid Parental Leave) Amendment Act 2002 shall entitle employees to up to 16 weeks of parental leave payments out of public money when they take parental leave from their employment in respect of a child. The Parental Leave and Employment Protection Act (1987) shall apply to employees covered

by this Agreement who are due to become parents either by birth, or adoption of a child not more than five years old.

- (b) This Act provides an entitlement to unpaid (other than in terms of (a) above) parental leave (being comprised of maternity leave of up to 16 weeks, special leave of up to 10 days, paternity leave of up to two weeks and extended leave of up to 52 weeks maximum inclusive of maternity leave (which may be shared between spouses) provided the employee:
 - (i) has been employed by REAP for at least 12 months before the expected delivery date or adoption; and
 - (ii) has worked at least 10 hours a week during that time: and
 - (iii) has not taken parental leave within the past 12 months, and
 - (iv) has correctly made application in writing, stating the date on which leave is to begin and how long it is to last: and
 - (v) such application is submitted no later than three months prior to the expected delivery or adoption date.
 - (vi) Furthermore, that in the case of pregnancy, female employees do submit a certificate from a registered medical practitioner certifying pregnancy and stating the expected delivery date.
- (c) This Act further provides that within 21 days of receiving an application for parental leave from an employee, the employer must advise the employee:
 - (i) whether the employee is entitled to take leave; and
 - (ii) whether the employee's position can be kept open; and
 - (iii) what the employee's rights are under the Act.
- (d) The Act further provides that an employee whose job is kept open must give the employer, at least 21 days written notice before the end of parental leave, stating whether the employee intends to return to work from parental leave.

NOTE: This is provided to clarify entitlements under the Act and is not intended to replace any provisions of the Act. Further information can be obtained from the Ministry of Business, Innovation and Employment on 0800 20 90 20, www.dol.govt.nz/

- (e) An employer will make every reasonable effort to place an employee returning from parental leave in the same or similar position to that occupied at the time of commencing maternity leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those on the previous position, and in the same location or other location within reasonable commuting distance. Where there is no such position available the provisions of Part 8 shall apply.

5.8 Bereavement/Tangihanga Leave

- 5.8.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligation and/or to pay respects to a

deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.

5.8.2 In granting leave the following must be taken into account:

- (a) The closeness of the association between the employee and the deceased
(NOTE: This association need not be a blood relationship)
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death
- (c) The amount of time needed to discharge properly any responsibilities or obligations
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel
- (e) When an unveiling ceremony occurs on a working day, leave on pay shall be granted.

5.8.3 This entitlement is inclusive of bereavement leave conferred pursuant to the Holidays Act 2003.

5.9 Special Leave

Special leave of absence with or without pay may be granted to an employee at the employer's discretion. Leave will not be unreasonably withheld. A guide to the type of activity which would constitute a valid use of special leave is attached in schedule one.

5.10 The Leave Year for All Employees

For the purpose of calculating leave, the leave year shall be 01 February to 31 January.

5.11 Leave of Absence to Count as Days and Half-Days for All Employees

For any employee, absence for any session (being a morning, afternoon or evening session) in one day shall count as absence for one half-day but absence for two or more sessions in one day shall count as absence for one day.

PART SIX: HOURS OF WORK

6.1 Hours of Work

Hours and days of work to be worked by any employee shall be as agreed from time to time between the employer and the employee subject to the following conditions:

- (a) The normal full time hours of work shall be 37.5 or 40 hours in any week to be worked on consecutive days between Monday and Friday.
- (b) Weekends will be worked by mutual agreement.
- (c) The employer will ensure that all employees are allocated a workload that is equitable, reasonable and safe and which has regard to the “outside of work” commitments of employees.
- (d) Normal hours of work on any one day shall be performed between 8.00am and 7.00pm.
- (e) The parties acknowledge that from time to time teacher/educators may need to work outside the hours outlined in this Agreement.
- (f) Employees are expected to manage their workload to meet the needs of the position within the time allowed. Unless an employee has specified hours per day within which work is to be undertaken, flexible arrangements are permissible.

All work hours are to be recorded on timesheets. It is the intention that flexible time is managed within the pay period (or other such period as agreed).

6.2 Breaks

- (a) After a maximum of five hours there shall be an unpaid meal break of minimum 30 minutes, maximum of one hour and in each such five hour span, there shall be a tea break of 15 minutes.
- (b) Employees will not be required to commence work until they have had a break of at least nine continuous hours after the end of the previous day's work.

6.3 Time in Lieu

- (a) Where an employee works in excess of their normal hours of work in a fortnightly pay period (or other such period as agreed) such extra hours of work shall be recognised by provision of time in lieu on the basis of one hour for each additional hour worked.

- (b) All time in lieu must be approved by the employee's manager prior to the liability being incurred.
- (c) Time in lieu shall be taken within five weeks of the time in lieu accruing. The employer shall allow time in lieu to be taken within this period. Any time in lieu not taken within five weeks of accrual shall be forfeited, unless otherwise agreed between the employer and employee.

PART SEVEN: APPOINTMENTS & TERMINATION

7.1 Categories of Appointment

Employees may be appointed according to the categories set out in Part Two of this Agreement.

7.2 Employment Policy

Eastbay REAP shall establish an employment policy covering recruitment procedures. Such policy shall provide for the internal notification of all vacant positions of a duration of 12 months or more in the REAP.

7.3 Equal Employment Opportunities

Every employer to whom this Agreement applies shall appoint staff in accordance with an equal employment opportunities programme,

For the purpose of this Agreement an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies and procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons on the basis of their gender, race, colour, ethnic or national origin, sexual orientation, marital status, family responsibilities, religion, disability or age.

7.4 Probationary Period

- (a) Every employee appointed for the first time to a permanent position shall serve a probationary period of one year in that position.
- (b) Notwithstanding subclause (a) the employer may extend the probation period for up to one further year if she/he thinks fit.
- (c) For the purpose of this clause, continuous service on a temporary basis immediately prior to the appointment, shall be credited toward the probationary period.
- (d) The employer may, during any such probationary period, terminate the appointment of the employee so appointed by giving that employee one month's notice in writing, of his/her intention to terminate the appointment.
- (e) In the course of the probationary period the employer shall provide the employee with training and support adequate to enable them to perform their job competently.
- (f) Where an employee fails to meet the required standard, the employer

shall counsel the employee identifying those areas where the employee is failing to meet the standards and discussing options for improvement.

Where the employee still continues to fail this fact shall be conveyed to the employee in writing advising him/her of the consequences should no improvement be forthcoming.

If still no improvement, the provisions of clause 7.4(d) and/or 7.6 may apply.

- (g) At the end of the first six months of the probationary period (excluding any period of service credited to the probationary period under subclause (c) above), the employer shall give the employee a written report on his/her performance.
- (h) At the end of the probationary period the employer shall terminate or confirm the appointment in writing.

7.5 Termination of Employment

- (a) Employees, other than those appointed on a casual or temporary basis, shall be given two months' notice of termination of employment. This provision shall not apply in the event of a surplus staffing situation when the provisions of clause 7.8 shall apply.
- (b) The employment of an employee on a casual or temporary basis may be terminated with two weeks' notice by either party.
- (c) In addition to the provisions of (b) above, the employment of an employee employed on a temporary basis may be terminated at the end of the specified period of employment, provided that the genuine operational requirements that led to the making of the temporary appointment are still valid. A temporary agreement may be extended for genuine operational requirements.
- (d) Nothing in this clause shall remove from the employer his/her obligation to observe the principles set out in clause 7.6 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- (e) Notwithstanding the above any employee may be peremptorily dismissed for serious misconduct.
- (f) An employee appointed on a permanent or temporary basis shall give at least one month's written notice of resignation.

7.6 Disciplinary Procedures for Employees

- (a) Principles to be observed

In any disciplinary action the following principles shall be observed:

- The employee must be advised in writing of the specific problem and

- given reasonable opportunity to respond.
- Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.
 - The response of the employee must be considered before a decision is made.
 - The employee must, if appropriate in all of the circumstances, be advised of any improvement required, given reasonable opportunity and assistance to change and advised of the consequences if the problem continues.
 - The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen.
 - The employee must be advised by the employer of their right to request union assistance and/or representation at any stage.

(b) Suspension of Employees

Nothing in this clause prevents the suspension with or without pay, temporary placement on other duties, or dismissal without notice, in the case of serious misconduct. Where an employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.

PART EIGHT: ORGANISATIONAL CHANGE

TEU and the affected employees will be notified of any proposal to change the organisation's structure or function which may result in significant change to the structure and/or staffing levels and/or work practices of the affected employees.

The employer will consult with TEU and the affected employees about the proposal, including consultation on the process itself and the timeframe.

8.1 Surplus Staffing

8.1.1 A redundancy situation here means a situation where an employee's employment is terminated by the REAP, the termination being attributable to the fact that the position filled by that employee is, or will become, superfluous to the REAP's needs.

8.1.2 The employee shall be deemed not to be redundant if:

- (a) Immediately prior to termination he/she is employed as a casual worker on an hourly rate;
- (b) She/he has come to the conclusion of a temporary agreement made in terms of subclause 2.4.
- (c) She/he is offered alternative employment within the REAP in a position directly comparable to that currently held or such other position agreeable to the employee and within his/her skills and capabilities at not less favourable terms and conditions, or such other condition acceptable to the employee concerned;
- (d) In the event that the business or any part of the business of the REAP is sold or otherwise transferred to another employer and the affected employee is offered employment with that employer on the same or not less favourable terms and conditions.

8.1.3 Procedure if a redundancy situation arises.

- (a) The REAP shall notify both the employee(s) who may be affected by a potential redundancy situation and the TEU as soon as the situation is identified. Following this notification there shall be a consultative period during which the parties shall discuss the situation and possible solutions. Such discussion shall take into account the interests of those affected and the continued viability of the REAP.
- (b) In discussing a redundancy situation, the parties recognise the serious consequences that the loss of permanent employment can have on the employee, recognise that making staff redundant is a last resort, and will accordingly use all other options available to avoid

redundancy.

- (c) Following the consultative process described in subclause 8.1.3(a) above and in the event that the employer declares the employee redundant, the employee shall receive at least two months' notice of termination or, at the REAP's discretion, pay in lieu thereof.
- (d) In the event the employee finds alternative employment or for any other reason wishes to leave the REAP after the giving of notice but prior to the specified termination date, the full redundancy entitlement shall be paid but the balance of the notice period shall be without pay.

8.1.4 Redundancy payments shall be calculated on the following basis (for non PAFT Employees):

- (a) Four weeks' pay for the first year of service; and,
- (b) Two weeks' pay for each subsequent year of service, to a maximum of 19 years.
- (c) Incomplete years of service shall be paid on a pro-rata basis.
- (d) The calculation shall be based on the employee's average weekly earnings in the 12 months preceding the date of termination, or the employee's ordinary weekly earnings immediately prior to the redundancy whichever is the greater.

8.1.5 Redundancy payments shall be calculated on the following basis (for PAFT Employees):

- (a) Four week's pay (this is the maximum entitlement).

8.1.6 Rights of redundant employees.

- (a) The REAP shall give a surplus employee reasonable time off to attend interviews for alternate employment subject to the operational requirements of the REAP.
- (b) The REAP shall supply to all surplus employees a letter of reference.
- (c) Counselling and career planning shall be available on an as-required basis.

8.1.7 Absence during redundancy

An employee who is declared surplus and who is on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment will be covered by the surplus staffing provisions of this agreement.

8.2 Technical Redundancy

Where an employee's employment is being terminated by the REAP by reason only of the sale, contracting out or transfer of the whole or part of its business, nothing in this Agreement or any other Agreement shall require the REAP to pay compensation for redundancy to the employee if:

- (a) REAP or the person or organisation acquiring the business, or part being sold or transferred complies with the terms and conditions of subclause 8.1.2 of this Agreement; or
- (b) REAP or the person or organisation acquiring the business, has offered the employee employment in a different capacity, which the employee is willing to accept which may have different terms and conditions.

8.3 Employment Protection

In the event of a restructuring as defined in the Employment Relations Amendment Act (No2) 2004 (being the date, transfer, or contracting out of all or part of the business), that may affect an employee's future employment, the employer will:

- 8.3.1 As soon as reasonably practicable, taking into account the commercial requirements of the business, commence negotiations with the potential new employer concerning the impact of the restructuring on the employee's position and agree on how those negotiations will be conducted.
- 8.3.2 In the course of negotiating a sale and purchase agreement or a transfer agreement or a contract for services the employer will use best endeavours to include the relevant unions in negotiations on the following:
 - (a) whether or not it proposes to offer employment to an employee:
 - (b) if so, the terms and conditions on which it proposes to offer employment to an employee: and
 - (c) the proposed date for commencement of employment with potential new employer.
- 8.3.3 In the event that the employee is not employed by the potential new employer, for whatever reason, redundancy entitlements will be determined in accordance with the redundancy provisions provided in this agreement.

PART NINE: PROCEDURES FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 requires that all Collective Agreements contain a plain language explanation of the services and process available to resolve any employment relationship problems. REAP and the TEU have agreed on the following procedure and wish to draw it to the attention of all existing staff.

9.1 Employment relationship problems include:

- (a) A **personal grievance** (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 employee organisation).
- (b) A **dispute** (about the interpretation, application or operation of an employment agreement).
- (c) Any **other problem** relating to or arising out of your employment relationship with the REAP except matters relating to the fixing of new terms and conditions of employment.
- (d) At any stage an employee is entitled to have a representative working on their behalf and the REAP will work with the employee and that person to try to resolve the problem. You may for example choose: the TEU, or a support person and you may seek free information from the Ministry of Business, Innovation and Employment on how they provide assistance. The REAP can also choose to have a representative working on their behalf.

9.2 If you believe there is a problem with your employment relationship with the REAP you should tell your manager, either personally or through the TEU as soon as possible:

- (a) that this is a problem; and
- (b) the nature of the problem; and
- (c) what you want done about the problem.

9.3 If for any reason you feel unable to raise the matter with your manager, other suggested contacts are

- (a) Chairperson of the REAP Board
- (b) Members of the REAP Board

9.4 In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.

9.5 The employer will try to resolve the matter through discussion with you and/or the union.

9.6 If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Ministry of Business, Innovation and Employment, which may provide mediation services.

- 9.7 If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
- 9.8 In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the REAP to the Employment Court.

PART TEN: MISCELLANEOUS

10.1 Inadvertent Omission

Any matters inadvertently omitted from this Agreement shall be the subject of further discussions between the parties.

10.2 Act to Prevail

Should any provision in this Agreement be less than that provided for in any Act to which any part is subject, that Act shall prevail.

10.3 Union Fee Deductions

The employer shall provide a facility for the deduction of union subscriptions from the wages of workers covered by this Agreement and shall, subject to the provisions of the Wages Protection Act, deduct the appropriate subscription each pay day and remit it each month to the union.

10.4 Access to Premises

Subject to notifying the employer, any authorised representative of the Association of Staff in Tertiary Education shall be given access to the workplace or workplaces concerned at any reasonable time for the purposes of obtaining authority to represent employees in negotiations or to discuss matters with any or all of those employees relating to those negotiations.

10.5 Safety and Good Health

10.5.1 All parties to this Agreement are committed to safe work practices and the good health of all staff.

10.5.2 The terms of the Ministry of Business, Innovation and Employment “Code of Practice” for Visual Display Units” are endorsed by the parties to this Agreement insofar as they represent a guide to sound practice in the way in which VDUs are positioned and operated.

10.6 Superannuation

Employer parties to this Agreement may provide, at their discretion, financial contribution to an approved superannuation scheme of which any of their employees is a member.

10.7 Consultation

Where the employer wishes to add a new policy or to vary an existing policy and the addition or variation will impact upon employees’ terms and conditions of employment, the employer will consult with the union.

PART ELEVEN: SIGNATORIES

For and on behalf of the parties to this Agreement

Irena Brorens
National Industrial Officer
TEU Te Hautū Kahurangi o Aotearoa

Date

John Chemis
CEO
Eastbay REAP

Date

SCHEDULE ONE: SPECIAL LEAVE ACTIVITY GUIDE (CLAUSE 5.9)

- (a) Cultural, community and sporting activities involving national or provincial representation.
- (b) Educational activities pertaining to an employee's work noting that:
 - (i) For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved
 - (ii) Examination leave shall be on full pay.
- (c) Upgrading qualifications at the request of the employer.
- (d) Marriage of the employee.
- (e) Involvement in recognised civil defence and search and rescue activities.
- (f) Involvement in volunteer fire fighting and ambulance driving and first aid training.
- (g) Attendance at Outward Bound Courses.
- (h) Being called for jury service or to attend court as a witness.
- (i) Military Training.
- (j) Attendance at meetings of recognised local and educational authorities as a member.
- (k) Attendance as an elected officer of the union at meetings of the union.
- (l) The Employment Tribunal and Employment Court.
- (m) A board of trustees.
- (n) A REAP management committee.

SCHEDULE TWO: SALARY SCALES

	1-Jul-14		1-Jul-15		1-Jul-16	
	37.5	40	37.5	40	37.5	40
Step	2%		1.5%		1.5%	
21	\$72,104	\$76,909	\$73,185	\$78,063	\$74,283	\$79,234
20	\$70,141	\$74,816	\$71,193	\$75,938	\$72,261	\$77,078
19	\$68,179	\$72,724	\$69,202	\$73,815	\$70,240	\$74,922
18	\$66,219	\$70,634	\$67,213	\$71,693	\$68,221	\$72,769
17	\$64,256	\$68,538	\$65,220	\$69,567	\$66,198	\$70,610
16	\$64,353	\$66,445	\$65,318	\$67,442	\$66,298	\$68,453
15	\$60,331	\$64,353	\$61,236	\$65,318	\$62,154	\$66,298
14	\$58,371	\$62,262	\$59,246	\$63,196	\$60,135	\$64,144
13	\$56,408	\$60,168	\$57,255	\$61,071	\$58,113	\$61,987
12	\$54,447	\$58,076	\$55,264	\$58,947	\$56,093	\$59,832
11	\$52,484	\$55,984	\$53,271	\$56,824	\$54,070	\$57,676
10	\$50,521	\$53,889	\$51,279	\$54,697	\$52,048	\$55,517
9	\$48,560	\$51,796	\$49,288	\$52,573	\$50,027	\$53,362
8	\$46,597	\$49,704	\$47,296	\$50,450	\$48,006	\$51,206
7	\$44,634	\$47,610	\$45,304	\$48,324	\$45,983	\$49,049
6	\$42,673	\$45,519	\$43,313	\$46,201	\$43,963	\$46,894
5	\$40,711	\$43,426	\$41,322	\$44,078	\$41,941	\$44,739
4	\$38,751	\$41,333	\$39,332	\$41,953	\$39,922	\$42,582
3	\$36,789	\$39,241	\$37,340	\$39,829	\$37,900	\$40,427
2	\$34,824	\$37,145	\$35,347	\$37,703	\$35,877	\$38,268
1	\$32,863	\$35,054	\$33,356	\$35,580	\$33,856	\$36,114