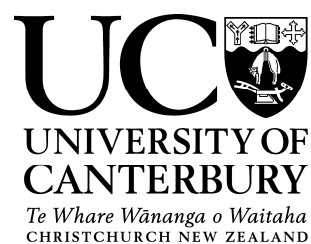


1 July 2009 – 30 June 2012



# Collective Employment Agreement

*Cleaners and Custodians*

# Table of Contents

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<b>SECTION A: GENERAL</b>	<b>4</b>
<b>SECTION B: VARIATION</b>	<b>4</b>
<b>SECTION C: DEFINITIONS</b>	<b>4</b>
<b>SECTION D: REMUNERATION</b>	<b>5</b>
D.1 Rates of Remuneration	5
D.2 Service Payments (Per Week)	5
D.3 Higher Duties	6
D.4 Payment of Wages	6
<b>SECTION E: ALLOWANCES</b>	<b>6</b>
E.1 Allowances	6
E.2 Te Reo Allowance	7
<b>SECTION F: HOURS OF WORK</b>	<b>7</b>
F.1 Hours of Work	7
F.2 The Regular Working Period	8
F.3 Overtime	8
<b>SECTION G: HOLIDAYS AND LEAVE</b>	<b>9</b>
G.1 Public Holidays	9
G.2 University Holidays	9
G.3 Annual Leave	9
G.4 Long Service Leave	10
G.5 Sick Leave Schedule	11
G.6 Bereavement/Tangihanga Leave	11
G.7 Domestic Leave	12
G.8 Parental Leave	12
G.9 Retirement Leave	14
G.10 Grant In Lieu Of Retirement Leave	15
G.11 Crediting of Previous Service	15
G.12 Maori Land Court and Waitangi Tribunal Hearings	15
G.13 Jury Service Leave	15
G.14 General Conditions	16
<b>SECTION H: TERMS OF EMPLOYMENT</b>	<b>16</b>
H.1 Terms of Employment	16
H.2 Superannuation	16
H.3 Safety and Protective Clothing Provisions	17
H.4 Termination of Employment	17
H.5 Abandonment of Employment	18
H.6 Redundancy Provisions	18
H.7 Consultation	20
<b>SECTION I: REMUNERATION</b>	<b>20</b>
I.1 Notification	20
I.2 Wages and Time Record	21
<b>SECTION J: GENERAL PROVISIONS</b>	<b>21</b>
J.1 Union Rights	21
J.2 Stop-Work Meetings	22
J.3 Resolution of Employment Relationship Problems	22
J.4 Savings Clause	23
J.5 Union Recognition	23
J.6 Maternity Protection	23
J.7 Definitions	24

J.8	Term of Agreement .....	24
APPENDIX A:	Schedule of Signatories .....	25
Addendum to the General Staff Collective Employment Agreement .....		26
APPENDIX B:	State Sector Act 1988, 77D Equal Employment Opportunities .....	28
APPENDIX C:	State Sector Act 1988, Part VIIA Personnel Provisions in Relation to Education Service .....	29

UNIVERSITY OF CANTERBURY

# CLEANERS AND CUSTODIANS COLLECTIVE EMPLOYMENT AGREEMENT

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BETWEEN The Vice-Chancellor, University of Canterbury (“the “Employer”/ “the University”)  
AND New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa  
Incorporated (“TEU”)  
AND The Service and Food Workers Union (“SFWU”)

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## SECTION A: GENERAL

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- a) This agreement shall apply to those employees employed as cleaners or custodians and who are members of the TEU or SFWU.
- b) The terms and conditions of employment contained within this agreement are effective from 1 July 2009.

## SECTION B: VARIATION

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- B.1 During the term of this 2009-2012 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 an agreement. However, this does not require the parties to reach agreement.
- B.2 Clause B.1 will not be used to renegotiate annual salary increases or the term of this agreement.
- B.3 The parties to this collective employment agreement may, at any time it remains in force, agree in writing to the variation of any of its provisions.

## SECTION C: DEFINITIONS

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“**Custodian**” is a worker who is substantially employed in any of the following duties:

- a) the safety and good conduct of buildings and other property unlocking and locking of doors;
- b) who may be required to perform and supervise the duties of cleaning; and
- c) who may be required to assist with or perform minor administrative duties.

“**Cleaner**” is a worker who does cleaning and does not come within the foregoing definitions.

“**University**” means the University of Canterbury.

“**Employer**” means the Vice Chancellor (Chief Executive) of the University of Canterbury.

“**Employee**” means a person employed by the University whether as a salaried permanent full-time or as a permanent part-time worker and also includes wage workers employed on a temporary basis.

## **SECTION D: REMUNERATION**

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### **D.1 RATES OF REMUNERATION**

- D.1.1 This scale shall apply to cleaners and custodians covered by this agreement. The salary scales include an increase of 2% on the 31 December 2009 rates, with effect from 1 January 2010.

	<b>With effect from 1 July 2009</b>	<b>With effect from 1 January 2010</b>
1	\$13.95	\$14.23
5	\$16.44	\$16.77
6	\$17.10	\$17.44
7	\$17.75	\$18.11

- D.1.2 Effective 1 January 2011, the salary scales will increase on the 31 December 2010 rates at the rate of the annual CPI increase for the September 2010 quarter, as published by Statistics New Zealand.
- D.1.3 Effective 1 January 2012, the salary scales will increase on the 31 December 2011 rates at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.

#### **D.1.4 Supplementary Note**

- D.1.4.1 There is no automatic progression between grades for Custodians. Length of service is recognised by the provision for service payments.
- D.1.4.2 The grades reflect the various levels of duties and responsibilities; the number of staff controlled, the size and complexity of buildings; the extent of any additional special responsibilities.
- D.1.4.3 The appropriate grade for individual staff members is a matter for discussion between the employee’s authorised representative and the University.

### **D.2 SERVICE PAYMENTS (PER WEEK)**

- D.2.1 A service payment increasing the foregoing rates by \$4.06 per week on completion of three years' continuous employment shall be paid (\$4.14 with effect from 1 January 2010). On completion of five years' continuous employment, this rate shall be increased to \$8.14 per week (\$8.30 with effect from 1 January 2010). Hourly workers will be entitled to this payment on a pro rata basis according to hours worked.
- D.2.2 With effect from 1 January 2011, the service payment set out in clause D.2.1 above will increase at the rate of the annual CPI increase for the September 2010 quarter, as published by Statistics New Zealand. With effect from 1 January 2012, the service payment set out in clause D.2.1

above will increase at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.

### **D.3 HIGHER DUTIES**

Any worker required to perform work for which a higher rate is prescribed shall be paid the higher rate for the period of such work.

### **D.4 PAYMENT OF WAGES**

- D.4.1 Payment of all wages shall be fortnightly by way of direct credit to a bank account.
- D.4.2 No deduction shall be made from the weekly wages, except for authorised representative dues, and time lost through the worker's sickness (other than provided in the sick leave clauses) default or accident not arising out of or in the course of employment.
- D.4.3 Workers shall be provided with full details of their earnings on an approved pay advice form, showing hourly or weekly rate, wages, overtime, allowances and all deductions from the worker's wages.

## **SECTION E: ALLOWANCES**

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### **E.1 ALLOWANCES**

- E.1.1 Workers required to work 6.1 metres from the ground or floor or from 6.1 metres above a veranda shall be paid \$1.93 extra per day or portion of a day (\$1.97 with effect from 1 January 2010).
- E.1.2 Where the employer requires that the daily hours of workers are not continuous, they shall be paid \$4.06 per day extra (\$4.14 with effect from 1 January 2010). 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.
- E.1.3 Where a cleaner is required to clean windows a minimum payment of one hour shall be paid at 12.29 cents per hour extra while so employed (12.54 cents with effect from 1 January 2010).
- E.1.4 Where a worker completes nine and a half hours or more on any one day, the Employer shall provide him/her with a suitable meal, or in lieu thereof pay him/her the sum of \$7.93 meal money (\$8.09 with effect from 1 January 2010).
- E.1.5 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 \$4.53 per day or part thereof whilst so employed and shall be provided with overalls and gloves and masks where necessary (\$4.62 with effect from 1 January 2010).
- E.1.6 Where a worker is directed by his/her Employer to use his/her own car and provided such worker is willing, he/she shall be paid the appropriate IRD mileage rates, and shall be responsible for arranging the appropriate insurance: Provided that where the use of such car on the Employer's business necessitates altering the nature of the insurance on such car, the

Employer shall refund to the worker any extra premium which is attributable to the car being used on the Employer's business.

- E.1.7 A reimbursing clothing and footwear allowance of 10.12 cents per hour shall be paid after the first week's employment (10.32 cents per hour with effect from 1 January 2010): Provided that no such allowance shall be paid where the Employer supplies suitable clothing.
- E.1.8 Where practicable, tea, coffee, sugar and milk, shall be supplied at all meal intervals and rest periods.
- E.1.9 An employee appointed by the University to be a supervisor shall be paid 89.21 cents per hour extra (90.99 cents per hour with effect from 1 January 2010) provided that a supervisor who has completed a University-approved ITO-recognised supervisory course shall receive an additional 61.33 cents per hour from the date of completion of such course (62.56 cents per hour with effect from 1 January 2010).
- E.1.10 An employee appointed by the University to be a Cleaning Supervisor Team Leader shall be paid \$2.04 per hour in addition to the full Supervisor allowance as defined in clause E.1.9 of this collective agreement (\$2.08 with effect from 1 January 2010).

With effect from 1 January 2011, the above allowances (clauses E.1.1 to E.1.10) will increase at the rate of the annual CPI increase for the September 2010 quarter, as published by Statistics New Zealand. With effect from 1 January 2012, the above allowances (clauses E.1.1 to E.1.10) will increase at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.

## **E.2 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 F: HOURS OF WORK**

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### **F.1 HOURS OF WORK**

- F.1.1 Forty hours shall constitute a week's work to be worked on five days of the week, Monday to Saturday inclusive. No more than eight hours shall be worked in any one day without payment of overtime. Should a worker be required to work on the sixth day in any one week, he/she shall be paid as specified in clause F.3.1 of this agreement. Provided that Caretakers may be given one half day off during the week and work on Saturday morning as part of the ordinary 40 hour week.
- F.1.1.1 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.
- F.1.1.2 Nothing in the above paragraph shall affect the proviso relating to Caretaker's hours of work in clause F.1.1.

- F.1.2 As far as possible, the hours of work for workers shall be continuous from the time of starting work save for the interval of meals which shall not be more than one hour or less than 30 minutes. No worker shall be required to work for more than four and a half hours without a meal.
- F.1.3 Where a man and wife are jointly engaged for a position, the hours of work shall be computed separately.
- F.1.4 Where a Caretaker is residing on the premises where he/she is employed, the time during which he/she is engaged on actual work coming within the scope of his/her duties as Caretaker in connection with the building shall be considered as working time.
- F.1.5 When a worker 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.
- F.1.6 Workers shall be granted a rest period of 10 minutes in each period of four hours worked.

## **F.2 THE REGULAR WORKING PERIOD**

- F.2.1 The regular working period within the ordinary hours of work shall be set by the University. The said period shall be fixed as such for the duration of the University year.
- F.2.2 Prior to the last day the University is open in the fourth term of each University year, a worker shall be notified of the proposed regular period of employment for the following year as defined in clause F.2.1, provided further that additional hours of employment may be allocated at the commencement of the University year or during the year or at the commencement of employment by agreement between the University and the worker.
- F.2.3 The regular period of employment as defined in clause F.2.1 shall not be varied during the year unless agreement is reached between the University, the worker and his/her authorised representative.

## **F.3 OVERTIME**

- F.3.1 All time worked in excess of, or outside of the hours prescribed in clause F.1.1 of this agreement shall be considered overtime and shall be paid for at the following rates:
  - F.3.1.1 Time and a half for the first three hours, and thereafter double time.
  - F.3.1.2 All overtime shall be calculated daily.
- F.3.2 All work performed on Saturday after 12 noon shall be paid for at double time rates of wages. Such rates are instead of, and not in addition to, overtime rates as per clause F.3.1.
- F.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 F.3.1.
- F.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.

## **SECTION G: HOLIDAYS AND LEAVE**

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### **G.1 PUBLIC HOLIDAYS**

- G.1.1 The following holidays shall be given to all workers and paid for at ordinary time:
- New Year's Day
  - 2 January (or a day in lieu thereof)
  - Waitangi Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - Anniversary Day (or another day in lieu thereof)
  - The birthday of the reigning Sovereign
  - Labour Day
  - Christmas Day
  - Boxing Day
- G.1.2 The Employer shall determine before 2 January or Anniversary Day whether or not a day in lieu thereof shall be observed. Where a day in lieu is to be observed, the workers shall be advised of the change not less than 14 days before the statutory observance of 2 January or Anniversary Day.
- G.1.3 All time worked on holidays shall be paid for at ordinary time rate in addition to the ordinary rate, and a day in lieu of the holiday shall be allowed.
- G.1.4 Should any of the holidays mentioned in clause G.1.1, except Waitangi Day or Anzac Day, fall on a Saturday or Sunday, such holiday shall be observed on the next succeeding working day.

### **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 three working days between Christmas and New Year as University Holidays.

### **G.3 ANNUAL LEAVE**

- G.3.1 Employees are entitled to four weeks annual leave in accordance with the Holidays Act 2003 and amendments. In addition, from 1 April 2010 continuing (permanent) staff will be entitled to a fifth week of annual leave to be taken in accordance with the Holidays Act 2003 and amendments. (For the sake of clarity, continuing (permanent) staff will commence accruing the fifth week of annual leave from 1 April 2010.)
- G.3.2 Where a holiday is taken in more than one period, the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the University as provided in clause G.3.1, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in clause G.3.4 subject to final adjustment and payment of any remainder after that

date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

- G.3.3 Where the employment of any worker is terminated at the end of a period of employment which is less than one year, the University shall forthwith pay to the worker, in addition to all other amounts due to him/her, an amount equal to eight percent (or ten percent for continuing (permanent) staff ) of the worker's gross taxable earnings for that period of employment.
- G.3.4 Where it is customary for the University to allow holidays to its workers or to any class of its workers during a period in each year when its premises are closed or the work of these workers is for any reason discontinued, and at the date of commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the University shall before that date pay to him/her, in addition to all other amounts due to him/her, an amount equal to eight percent (or ten percent for continuing (permanent) staff of the worker's gross taxable earnings for the period of employment up to that date, and the next year of employment shall be deemed to commence on that date. Where the close-down is for two weeks, a worker entitled under the percentage payments to the equivalent of more than two weeks' annual holiday shall have the additional days of holiday allowed as the University may decide.

#### **G.3.5 Timing of Leave**

- G.3.5.1 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.
- G.3.5.2 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 Director of Human Resources, an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not normally exceed the amount of accrued leave.

### **G.4 LONG SERVICE LEAVE**

- G.4.1 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.
- G.4.2 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."
- G.4.3 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.4.4 Long service leave is a leave entitlement, not a basis for a lump sum payment.
- G.4.5 Entitlement to long service leave shall not affect any retirement leave eligibility.

## **G.5 SICK LEAVE SCHEDULE**

G.5.1 Workers shall be entitled to sick leave on pay as follows:

### **G.5.1.1 Schedule of Entitlement**

<b>Length of Service</b>	<b>Aggregate Period for Which Sick Leave on Pay May be Granted During Service [Working Days]</b>
Up to six months' service	5 Days
Over six months and up to 12 months' service	8 Days, inclusive of days previously allowed
Over 12 months' service	8 Days for each 12 months of service, to accrue for the duration of continuous employment.

G.5.1.2 All sick leave is to be computed in working days.

G.5.1.3 This leave is inclusive of any entitlement to sick leave under the Holidays Act 2003.

G.5.2 It shall be obligatory on the worker to ensure notice is given to the Employer on the first day of absence due to illness.

G.5.3 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.5.4 Sick leave shall not be paid in respect of any statutory or other holiday covered by this agreement for which the worker is entitled to full pay.

G.5.5 A part-time worker shall be entitled to sick pay at the rate of the ordinary pay he/she would have received had he/she worked on the day he/she was absent due to illness. The provisions set out in clauses G.5.1 to G.5.4 shall also apply to part-time workers.

G.5.6 In special cases, employees may be allowed by the Director of Human Resources 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. 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.6 BEREAVEMENT/TANGIHANGA LEAVE**

G.6.1 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.6.2 In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner taking into account:
- G.6.2.1 The closeness of the association between the employee and the deceased, which association need not be a blood relationship.
  - G.6.2.2 Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
  - G.6.2.3 The amount of time needed to discharge properly any responsibilities or obligations.
  - G.6.2.4 Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
  - G.6.2.5 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.6.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.6.4 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.6.5 This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

## **G.7 DOMESTIC LEAVE**

- G.7.1 Where a worker has an unused sick leave entitlement, on production of a medical certificate, leave on ordinary pay of up to five working days in any one year may be granted to a worker who finds it essential to remain at home in an emergency in the event of a spouse's illness or their child's illness, or to a solo parent who finds it essential to stay at home in an emergency in the event of illness of a child under 16 years of age. Such leave is to be treated as though it were due to the worker's own sickness and set off against the worker's own sick leave entitlement.
- G.7.2 The conditions of this clause shall apply on a pro rata basis to a part-time worker.

## **G.8 PARENTAL LEAVE**

- G.8.1 Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.8.3 and G.8.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act.
- G.8.2 In addition, paid parental leave of 6 weeks will be provided to continuing (permanent) employees after 12 months' continuous employment, provided that, if both male and female partners are employed by the Employer and are eligible for paid leave, then they are entitled to one and only one such period of paid leave, and they may choose who will receive it.

### **G.8.3 Entitlement and Eligibility**

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

- G.8.3.1 In respect of every child born to them or their partner.
- G.8.3.2 In respect of every child up to and including five years of age, adopted by them or their partner.
- G.8.3.3 Leave up to 52 weeks will be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.
- G.8.3.4 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- G.8.3.5 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- G.8.3.6 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- G.8.3.7 In addition to parental leave:
  - a) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
  - b) A male employee may take a continuous 14 day period on leave without pay as leave. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.
- G.8.3.8 A similar period of leave with pay may be granted to an employee, who is the principal caregiver, adopting a child.

### **G.8.4 Job Protection**

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

- G.8.5 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.8.6 When an employee goes on parental leave the Employer must as first preference:

- G.8.6.1 Hold the employee's position open (Note - This includes filling it temporarily); but
- G.8.6.2 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 clause (i) above expires and no position is available for the employee, the employee continues on leave without pay and the Employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working days' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

### **G.8.7 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.8.8 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.
- G.8.9 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

## **G.9 RETIREMENT LEAVE**

- G.9.1 Retiring employees shall be entitled to retirement leave as follows:

<b>Years of Continuous Service</b>	<b>Entitlement</b>
10	one calendar months' 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.9.2 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.9.3 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.9.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.

#### **G.9.5 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.10 GRANT IN LIEU OF RETIREMENT LEAVE**

G.10.1 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.10.2 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.10.3 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.10.4 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.10.5 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.11 CREDITING OF PREVIOUS SERVICE**

For the purposes of calculating leave entitlements, all previous service with the Employer will be counted, except where a break in employment has been for six years or more.

### **G.12 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.13 JURY SERVICE LEAVE**

Where a worker is required to perform jury service, the difference if any, between his/her ordinary rate of pay from the Employer and his/her jury service remuneration, shall be made up by the Employer: Provided that the worker returns to work immediately on any day he/she is not actually serving on a jury.

## **G.14 GENERAL CONDITIONS**

- G.14.1 A worker may not delegate all or any part of his/her work without the approval of a representative of the Employer.
- G.14.2 The Employer shall provide facilities for the storing of implements and materials, and facilities for the workers to change their clothes while he/she remains in his/her present position of employment.
- G.14.3 The Employer shall provide all implements and materials including mops and wringer buckets, where necessary, for the purpose of carrying out the work covered by this agreement.
- G.14.4 Where practicable, hot water shall be supplied at all times where scrubbing is to be done.
- G.14.5 Nothing in this agreement shall be construed as prohibiting workers from doing relieving duty of not more than two hours per day at other than their usual occupation without alteration in their usual weekly wages: Provided that not more than the weekly hours fixed in clause F.1.1 of this agreement are worked.

### **G.14.6 Tuition Fees**

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

### **G.14.7 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.

## **SECTION H: TERMS OF EMPLOYMENT**

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### **H.1 TERMS OF EMPLOYMENT**

- H.1.1 Employees are subject to the regulations, instructions and resolutions of the University in the discharge of their duties.
- H.1.2 Employees are responsible to their Director or manager as appropriate, who is in turn responsible to the Vice-Chancellor.
- H.1.3 The Vice-Chancellor is by statute the employer of all staff and has the ultimate authority over staff.

### **H.2 SUPERANNUATION**

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

### **H.3 SAFETY AND PROTECTIVE CLOTHING PROVISIONS**

- H.3.1 No female cleaner shall be required to undertake the cleaning of men's toilets when they are in use.
- H.3.2 Safety devices shall be provided for workers required to work more than three metres from the ground, floor or veranda. The Employer shall insist upon safety devices being used for all work performed more than three metres from the ground, floor or veranda.
- H.3.3 When the worker is engaged in any work which might involve a hazard to the health or safety of the worker the Employer shall provide clothing or equipment appropriate for the protection of the worker from such hazard.
- H.3.4 Workers employed in cleaning toilets or who need protection to their hands for medical reasons shall be supplied with rubber gloves.
- H.3.5 The Employer shall have the right to deduct from the wages and all other monies due to the worker at the date of termination of employment the reasonable cost, after allowing for fair wear and tear of any articles of clothing supplied by the Employer and not returned by the worker.
- H.3.6 The Employer shall supply gumboots if workers are required to wear them in the course of their employment, and raincoats shall be made available where required. Where gumboots are issued to a worker the Employer shall ensure that they are in a clean and hygienic condition.
- H.3.7 All electric polishing and scrubbing machines and vacuum cleaners with their leads shall be checked by a registered electrician or a registered electrical appliance serviceperson three times per year, normally in January, May and September.
- H.3.8 Transformers, or RCD devices (providing the necessary safety requirements are met), shall be supplied at all times where a worker is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet shampooing and spray buffing.
- H.3.9 Overalls shall be made available specifically where these are required for workers to attend to the operation of boilers.
- H.3.10 Employees operating or working near noisy motorised equipment shall be provided with effective ear protectors.
- H.3.11 The University shall encourage safe work practices through the Health and Safety in Employment Act 1992.

### **H.4 TERMINATION OF EMPLOYMENT**

- H.4.1 In the case of workers engaged on a weekly basis, one week's notice of termination of employment shall be given on either side: But this shall not prevent the summary termination of employment for misconduct. The Employer reserves the right to pay employees in lieu of notice. Where practicable, all wages shall be paid immediately on termination of employment subject to the return to the Employer of all keys.
- H.4.2 In the case of workers engaged on an hourly basis, the period of notice to be given by either party shall be twice the number of average hours worked in a 24-hour period of the previous week, but not exceeding an eight hour working period. But this shall not prevent the summary termination of employment for misconduct.
- H.4.3 Where the above notice is given, and subject in all cases to the prior return of keys, clothing, equipment, etc., then the worker shall either be paid on the completion of his/her duties, or the Employer shall within 36 hours of the completion of the worker's duties, post a remittance or cheque for the

net amount due to the worker. If the Employer fails to comply with this provision, he/she shall be liable to a penalty of 15 percent of the nett amount due, such penalty to be paid to the worker subject to the return to the Employer of all keys, clothing, equipment, etc.

## **H.5 ABANDONMENT OF EMPLOYMENT**

Where an employee is absent from work for a continuous period of three 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. When an employee was unable through no fault of that employee to notify the Employer, employment shall not be deemed to have been abandoned.

## **H.6 REDUNDANCY PROVISIONS**

- H.6.1 A redundancy may occur in a situation where an employee's job is terminated because it has become superfluous to the University's needs.
- H.6.2 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.
- H.6.3 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.
- H.6.4 If pursuant to clause H.6.3, redeployment is considered appropriate, then:
- H.6.4.1 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.
- H.6.4.2 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.
- H.6.5 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 H.6.5.1 below paid as though the employee had not taken up the new position. Service in the new position does not count towards calculation of the severance payment.
- H.6.5.1 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 H.6.5, then the severance payment will be reduced by a pro rata amount.

- H.6.5.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause H.6.4.2(a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- H.6.6 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:
- H.6.6.1 Where employment ceases within one year, the full severance payment.
- H.6.6.2 Where employment ceases after one year but not exceeding three years, 50% of the severance payment.
- H.6.6.3 Where employment ceases beyond three years, no severance payment.
- Service in the fixed term position does not count towards calculation of the severance payment.
- H.6.7 If pursuant to clause H.6.3, 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.
- H.6.8 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.
- H.6.9 An employee declared redundant by the Employer shall be entitled to a severance payment calculated as follows:
- H.6.9.1 Six weeks ordinary pay for the first year of service or part thereof; and
- H.6.9.2 Two weeks ordinary pay for the second and subsequent years or part thereof to a maximum payout of 44 weeks.
- H.6.10 A severance payment shall not be payable to casual, temporary or fixed-term employees.
- H.6.11 Employee Protection**
- H.6.11.1 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.
- H.6.11.2 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.
- H.6.11.3 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.
- H.6.11.4 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.

H.6.11.5 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 H.6.1 to H.6.10 hereof.

H.6.11.6 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 H.6.1 to H.6.10 hereof will apply.

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

## **H.7 CONSULTATION**

- H.7.1 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.
- H.7.2 The Employer recognises that the unions 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.
- H.7.3 Where matters arise or any proposal is to be considered which may result in significant changes to either the structures, staffing levels or work practices, the Employer will advise and consult any affected employees and their representatives. 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.
- H.7.4 Equally, there is an obligation on the unions 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.

## **SECTION I: REMUNERATION**

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### **I.1 NOTIFICATION**

- I.1.1 The Employer shall deduct authorised representative dues from the wages of employees who have so authorised. The authorised representative shall from time to time notify the University of the rate of authorised representative fees fixed by the authorised representative. The University shall remit such deductions to the authorised representative at mutually accepted intervals of not more than three months. The University shall not be responsible for any non-deduction through absenteeism or arrears.
- I.1.2 The University shall, upon written request, supply to the authorised representative a list of all workers, with each worker's address, but not more frequently than at three-monthly intervals. Such list shall be returned not more than 30 days after receipt of the request from the authorised representative.

## **I.2 WAGES AND TIME RECORD**

- I.2.1 The Employer shall, at all times, keep a wages and time record as required under Section 130 of the Employment Relations Act 2000, and showing in the case of each employee employed by the Employer, -
- a) The name of the employee;
  - b) The employee's age, if under 20 years of age;
  - c) The employee's postal address;
  - d) The kind of work on which the employee is usually employed;
  - e) Whether the employee is employed under an individual employment agreement or a collective employment agreement;
  - f) In the case of an employee employed under a collective employment agreement, the title and expiry date of the agreement, and the employee's classification under it;
  - g) Where necessary for the purpose of calculating the employee's pay, the hours between which the employee is employed on each day, and the days of the employee's employment during each pay period;
  - h) The wages paid to the employee each pay period and the method of calculation;
  - i) Details of any employment relations education leave taken under Part 7 of the Act;
  - j) Such other particulars as may be prescribed.
- I.2.2 The wages and time record in use for the time being, or similar document that at any time during the preceding six years was in use, shall at all times be open for inspection as provided for in the Employment Relations Act 2000.

## **SECTION J: GENERAL PROVISIONS**

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### **J.1 UNION RIGHTS**

#### **J.1.1 Right of Entry Upon Premises**

An authorised representative shall be entitled to enter at all reasonable times upon the premises and there interview any workers, but not so as to interfere unreasonably with the University's business.

#### **J.1.2 Deductions**

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

#### **J.1.3 New Employees**

- J.1.3.1 The Employer will allow new employees time to meet with a delegate or other authorised representative from the unions in paid time.
- J.1.3.2 The Employer will inform the employee that if he/she joins one of the unions, the employee will be covered by this agreement.

## **J.2 STOP-WORK MEETINGS**

- J.2.1 The employee's authorised representative may hold up to two stop-work meetings per year of workers employed under this agreement, such meetings to be of no longer duration than two hours: provided that such meetings shall be arranged at a place, on a day and at a time as agreed to between the authorised representative and the Employer: provided that the authorised representative shall give at least two weeks' notice of its intention to hold such a meeting.
- J.2.2 The Employer shall be entitled to make a rateable deduction from weekly wages for all time lost in attending stop-work meetings: provided however that if absence from work for the purpose of attending the meetings specified in this clause is confined to two hours or less, all workers who attend shall not suffer loss of ordinary time wages, provided also that satisfactory arrangements for the maintenance of continuous processes are made.

## **J.3 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

### **J.3.1 Definitions**

- J.3.1.1 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.
- J.3.1.2 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.
- J.3.1.3 Dispute means a dispute about the interpretation, application or operation of an employment agreement.

### **J.3.2 Raising a Personal Grievance or Other Problem**

- J.3.2.1 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.
- J.3.2.2 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.
- J.3.2.3 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 Department in the first instance in order that the problem can be dealt with speedily and effectively.*

- J.3.2.4 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:
- a) the nature of the grievance;
  - b) the facts relied upon; and
  - c) the remedy you seek to achieve

- J.3.2.5 If for some reason you do not wish to raise the problem with your Head of Department, or the problem has not been resolved at that level, you (or your representative) can refer it to the Employee Relations Section of the Human Resources Department in terms of the University's internal mediation services.
- J.3.2.6 It is agreed that this process shall constitute "reasonable steps" for the purposes of s.114, Employment Relations Act 2000.

### **J.3.3 Procedure - All Employment Relationship Problems (Including Personal Grievance)**

- J.3.3.1 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.
- J.3.3.2 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

## **J.4 SAVINGS CLAUSE**

- J.4.1 No worker who was employed prior to 1 January 1986 and who is still employed shall have their wages or conditions of employment reduced by the coming into force of this agreement except that any employee who was in receipt of the duty allowance payment specified in clause 8(k) of the 1999 University of Canterbury Cleaners, Custodians Collective Employment Agreement, and preceding versions of that agreement, shall cease to receive that payment from 31 December 1999.
- J.4.2 Provided further that this clause shall have no application to any employee who has, as a result of the review of supervisory entitlements, received a 'buy-out' in accordance with the Employer's letter dated 1 August 2000.

## **J.5 UNION RECOGNITION**

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 union representatives reasonable paid time to carry out their union roles within and beyond the workplace.

## **J.6 MATERNITY PROTECTION**

- J.6.1 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.
- J.6.2 This includes:
  - J.6.2.1 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.
  - J.6.2.2 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.

## **J.7 DEFINITIONS**

J.7.1 **T 1.0** 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 2080 (for a 1.0 FTE).

J.7.2 **T 0.5** means half T 1.0 (as calculated in accordance with the above definition).

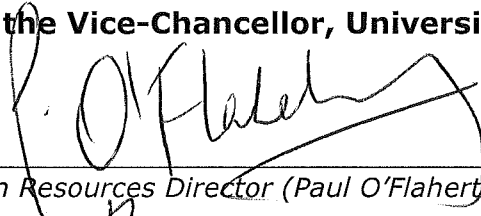
## **J.8 TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on the 1 July 2009 and shall continue in force until 30 June 2012.


Schedule of Signatories

The following are parties to the University of Canterbury Cleaners and Custodians Collective Employment Agreement.


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

  
\_\_\_\_\_  
*Human Resources Director (Paul O'Flaherty)*  
This <sup>11<sup>th</sup></sup> day of February 2010

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

  
\_\_\_\_\_  
*Deputy Secretary (Nanette Cormack)*  
This <sup>10<sup>th</sup></sup> day of <sup>March</sup> ~~February~~ 2010

**Signed on behalf of The Service and Food Workers Union**

  
\_\_\_\_\_  
This            day of February 2010

# ADDENDUM TO THE CLEANERS AND CUSTODIANS COLLECTIVE EMPLOYMENT AGREEMENT

**1 July 2009 – 30 June 2012**

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## **VARIATION TO THE CLEANERS AND CUSTODIANS COLLECTIVE EMPLOYMENT AGREEMENT**

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- A. The parties to the collective agreement agree that for staff who were employed by the Christchurch College of Education prior to 1 July 2004 and who accept employment at the University of Canterbury in terms of the amalgamation of the Facilities Management Departments of the two institutions on or after 1 July 2004, the following exceptions to this collective agreement will prevail:

### **Clause G.9 – Retirement and Retirement Leave**

The provisions specified in the Christchurch College of Education Cleaners and Custodians Collective Employment Agreement will continue to apply. The provisions are as follows:

### **Clause 11.6 - Retirement Leave**

Employees retiring from the College will be paid a retirement allowance on the following scale:

<i>Completed Years of Service</i>	<i>Allowance in Days</i>
Between 15 and less than 20 years	40
Between 20 and less than 25 years	50
25 years or more	60

Retirement allowance will be paid as a lump-sum at the daily rate of ordinary time as at the date of retirement, on the final day of service.

On the death of an employee, the employer may approve payment in lieu of the retirement allowance to the surviving partner or dependants.

### **Clause 13 - Retirement**

Employees who wish to retire are required to give 3 months notice except for retirement for medical reasons where the notice period may be agreed to be shortened.

Retirement shall mean leaving the employ of the College where the employee intends to cease or significantly curtail paid employment either because he/she has come to the end of their working life or because of a medical condition.

Any request for retirement must be mutually agreed between the employer and employee.

Any employee retiring will be entitled to a retirement allowance as outlined in Clause 11.6.

**STATE SECTOR ACT 1988**

**77D EQUAL EMPLOYMENT OPPORTUNITIES**

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

**STATE SECTOR ACT 1988**

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

77A General principles

- (1) Every employer in the Education service must –
- (a) operate a personnel policy that complies with the principle of being a good employer; and
  - (b) make that that policy (including the equal employment opportunities programme) available to its employees; and
  - (c) ensure its compliance with that policy (including its equal employment opportunities programme) and report in the annual report (if any) on the extent of its compliance.
- (2) For the purposes of this section a "good employer" is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring:
- (a) Good and safe working conditions; and
  - (b) An equal employment opportunities programme; and
  - (c) The impartial selection of suitably qualified persons for appointment; and
  - (d) Recognition of:
    - (i) The aims and aspirations of the Maori people; and
    - (ii) The employment requirements of the Maori people; and
    - (iii) The need for greater involvement of the Maori people in the Education Service; and
  - (e) Opportunities for the enhancement of the abilities of individual employees; and
  - (f) Recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
  - (g) Recognition of the employment requirements of women; and
  - (h) Recognition of the employment requirements of persons with disabilities.
- (3) In addition to the requirements specified in subsections (1) and (2) of this section, each employer shall ensure that all employees maintain proper standards of integrity, conduct, and concern for:
- (a) The public interest; and
  - (b) The well-being of students attending the institution.