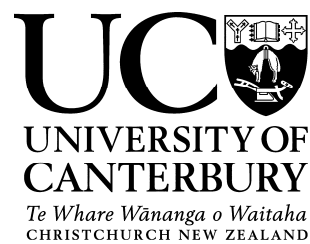


1 July 2009 – 30 June 2012



Collective Employment Agreement

General Staff

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UNIVERSITY OF CANTERBURY

GENERAL STAFF COLLECTIVE EMPLOYMENT AGREEMENT

<u>BETWEEN</u>	The Vice-Chancellor, University of Canterbury ("the Employer"/ "the University")
<u>AND</u>	The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated ("TEU")
<u>AND</u>	The New Zealand Public Service Association ("PSA")

SECTION A: GENERAL

- a) This agreement is made pursuant to Part 5 of the Employment Relations Act 2000.
- b) This agreement shall be imported into and form part of the individual conditions of employment of employees bound by it.
- c) All employees agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the University.
- d) The terms and conditions of employment contained within this agreement are effective from 1 July 2009.
- e) The term of this agreement is to 30 June 2012.

SECTION B: COVERAGE OF THE AGREEMENT

B.1 COVERAGE

- B.1.1 This agreement shall apply to those employees who occupy positions in the same or similar occupational classes as follows and as defined by the Employer: Administration and Clerical; Clinical Educators; Computer (Data Processing) and (Data Entry); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; Counsellors (student); English Language Centre Teachers; General Services; Liaison Officers; Librarians; Library Assistants; Mail Personnel; Nursing; Physical Education Officers; Printing Trades; Regular Supernumerary Library Staff; Secretaries; Security Officers; Senior Cleaning Supervisors; Technicians; Telephonists; Warehousepersons and who are members of the TEU or PSA.
- B.1.2 Nothing in this agreement shall apply to a casual employee as specified in clause C.1 or to a student currently enrolled at the University who is employed on a casual basis for not more than 20 hours in any one week.
- B.1.3 Nothing in this agreement shall apply to senior managers as defined by the Employer.

B.2 STATE SECTOR ACT 1998

The parties to this agreement hereby acknowledge that except to the extent that any term or condition of employment is expressly referred to and expressly dealt with in this agreement, the provisions of Section 94 of the State Sector Act 1988 shall continue to apply to employees covered by this agreement.

B.3 EQUAL EMPLOYMENT OPPORTUNITIES

- B.3.1 The parties to this agreement affirm the principles of EEO and that the provisions of Section 77D of the State Sector Act 1988 shall apply to this agreement. (See Appendix B).
- B.3.2 The Employer shall in each year develop and publish an equal opportunities programme aimed at improving EEO outcomes and will publish an annual report measuring performance.
- B.3.3 The Employer will promote policies and practices to ensure EEO objectives are met in all employment processes, particularly those concerning staff appointments, promotion and career development.
- B.3.4 The Employer will provide opportunities for EEO training for all managers, HR Advisors and interested staff and will monitor EEO in the processes listed above.

B.4 PERSONNEL POLICY PRINCIPLES

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

B.5 ACCESS TO AGREEMENT

This agreement shall be made readily accessible to all employees.

SECTION C: TERMS OF EMPLOYMENT

C.1 CATEGORIES OF EMPLOYEE

C.1.1 Full-time Staff

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

C.1.2 Part-time Staff

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

C.1.3 Casual Staff

Shall mean those employed on an ad hoc hourly or daily basis without any commitment from either party as to an ongoing employment relationship (refer clause B.1.2).

C.1.4 Fixed Term Staff

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

C.2 TERMS OF EMPLOYMENT

- C.2.1 Employees are subject to the regulations, instructions and resolutions of the University in the discharge of their duties.
- C.2.2 Employees are responsible to their Head of School/Department, Director Manager as appropriate, who is in turn responsible to the relevant Pro-Vice-Chancellor or Vice-Chancellor as appropriate.
- C.2.3 The Vice-Chancellor is by statute the employer of all staff and has the ultimate authority over staff.

C.3 ABANDONMENT OF EMPLOYMENT

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

C.4 TERMINATION OF EMPLOYMENT

- C.4.1 For employees other than casual and fixed term staff, notice of termination shall be one month by either party but this may be reduced by mutual agreement. For casual and fixed term employees notice will be deemed to have been given at the time the appointment is accepted. This shall not prevent the Employer from summarily dismissing an employee for misconduct.
- C.4.2 The Employer reserves the right to pay employees in lieu of notice.
- C.4.3 Each employee upon termination shall on request be provided within a reasonable period with a certificate of service.

C.5 CONSULTATION

- C.5.1 The TEU and PSA recognise that the Employer has the right to manage, organise and make final decisions on the operations and policies of the University.
- C.5.2 The Employer recognises that the TEU and PSA have a mutual interest in ensuring an effective and efficient workplace, that all parties to this agreement have an important contribution to make to achieve this goal, and that employees should participate in management of change through an effective consultation process.
- C.5.3 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.

- C.5.4 Equally, there is an obligation on the TEU and PSA to raise with the Employer at an early stage any issues or matters of concern which could have an impact on the operations of the University.

C.6 REDUNDANCY PROVISIONS

- C.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.
- C.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.
- C.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.
- C.6.4 If pursuant to clause C.6.3, redeployment is considered appropriate, then:
- C.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.
- C.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.
- C.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 C.6.9 below paid as though he/she had not taken up the new position. Service in the new position does not count towards calculation of the severance payment.
- C.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 C.6.5, then the severance payment will be reduced by a pro rata amount.
- C.6.5.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause C.6.4.2(a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- C.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:

- C.6.6.1 Where employment ceases within one year, the full severance payment.
- C.6.6.2 Where employment ceases after one year but not exceeding three years, 50% of the severance payment.
- C.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.

- C.6.7 If pursuant to clause C.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.
- C.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.
- C.6.9 An employee declared redundant by the Employer shall be entitled to a severance payment calculated as follows:
 - C.6.9.1 Six weeks ordinary pay for the first year of service or part thereof; and
 - C.6.9.2 Two weeks ordinary pay for the second and subsequent years or part thereof to a maximum payout of 44 weeks.
- C.6.10 A severance payment shall not be payable to casual, temporary or fixed-term employees.

C.6.11 Employee Protection

- C.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.
- C.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.
- C.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.
- C.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.
- C.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 C.6.1 to C.6.10 hereof.
- C.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 C.6.1 to C.6.10 hereof will apply.

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

C.7 SUPERANNUATION

- C.7.1 Employees may belong to the New Zealand Universities Superannuation Scheme or any other approved scheme in accordance with the provisions of the particular fund or scheme provided that in the case of schemes other than the NZUSS the employer contribution rate including tax does not exceed that of NZUSS.
- C.7.2 Where the employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the Fund are bound by the provisions of that scheme.
- C.7.3 Employees may also elect to participate in KiwiSaver, in which case, the Employer will provide KiwiSaver benefits (including employer contributions) to the employee in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).

C.8 STAFF DEVELOPMENT

C.8.1 Induction Programmes

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

C.8.2 Staff Development Programmes

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

SECTION D: HOURS OF WORK

D.1 HOURS OF WORK

- D.1.1 Thirty-seven and a half hours shall constitute an ordinary full-time week's work to be worked between 7.00 am and 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday, normally on five consecutive seven and a half hour days except that by mutual agreement of the Employer and the individual employee the hours may be varied within a 37½ hour week and worked on not more than five days. For Trades Supervisors, Senior Cleaning Supervisors and Warehousepersons, 40 hours shall constitute an ordinary full-time week's work to be worked between 7.00 am and 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday, normally on five consecutive eight hour days except that by mutual agreement of the Employer and the individual employee the hours may be varied within a 40 hour week and worked on not more than five days.
- D.1.2 As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes as directed by the Employer.
- D.1.3 In addition, employees shall be granted a rest period of 10 minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work.
- D.1.4 All employees shall have regular hours, however, these may be varied by mutual agreement following discussion between the Employer and any employee(s) directly affected by the variation. The Employer will respect

the right of employees who do not wish to vary their hours of work. Any such variation shall be recorded in writing.

- D.1.5 In special circumstances an employee may be required temporarily to vary starting and/or finishing times.

D.2 OVERTIME

- D.2.1 These provisions apply to all employees who are employed on a salary of less than the merit point of Band 5 per annum inclusive of any higher duties allowances and who, with the prior authorisation of the Employer, work in excess of 37½ hours a week or 40 hours a week for Trades Supervisors, Senior Cleaning Supervisors and Warehousepersons.
- D.2.2 Employees shall be compensated for authorised overtime by either of the following options which must be specified when the overtime is authorised:
- a) Time off in lieu on the basis of one hour off for one hour worked;
or
 - b) The payment for all hours worked at time and a half of the employee's hourly rate of pay.
- D.2.3 Time in lieu must be taken within 12 months of becoming due. Where time in lieu is not able to be taken within this period, it shall be paid out at overtime rates; provided that if the opportunity to take the time in lieu is given within the period but not taken, such time or payment shall be forfeited.
- D.2.4 Staff who are above the overtime limit (eg above the merit point of Band 5) may be granted time off on the basis of one hour for each hour worked at the discretion of the Employer.
- D.2.5 Overtime shall not be paid for at rates higher than appropriate to the work being performed. The maximum hourly rate for overtime shall be the hourly rate of the salary level per annum at the merit point of Band 5.
- D.2.6 The provisions of this clause apart from the limit on payment for overtime shall not apply to an employee whose normal duties necessitate the working of routine overtime, such as care of animals or any other type of work requiring irregular hours. Such an employee may be paid an allowance in lieu of overtime, at such rate as has been agreed between the Employer and the employee.

D.3 NIGHT RATE ALLOWANCE

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

D.4 SATURDAY/SUNDAY ALLOWANCE

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

D.5 CALL BACKS

- D.5.1 When an employee is called back to work after completing the day's work and has left the place of employment, or is called back before his/her normal time of starting work and does continue working until such normal

starting time, that employee shall be paid at overtime rates or receive time off in lieu for all hours worked with a minimum of three hours.

- D.5.2 Prearranged and authorised overtime shall not constitute a call back for the purposes of the minimum three hour payment but will for the purposes of travel.
- D.5.3 Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- D.5.4 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- D.5.5 For emergency call outs, if an employee uses his/her own vehicle, a motor vehicle allowance will be payable from home to headquarters and from headquarters to home. For scheduled call outs, motor vehicle allowance is payable only if no public transport is available and the employee is required to use his/her own vehicle in order to travel to his/her place of duty.

D.6 MINIMUM BREAK BETWEEN SPELLS OF DUTY

- D.6.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty which shall take account of reasonable travel time.
- D.6.2 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- D.6.3 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- D.6.4 The payment provisions of this clause will not apply in any case where the result would be to give an employee a lesser payment than he/she would otherwise have received.
- D.6.5 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- D.6.6 If a call back of less than a full period of duty is worked between two periods of duty a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.

SECTION E: REMUNERATION

E.1 GENERAL SALARY BANDS

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

- E.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.

General Staff

Effective from 1 July 2009			
Band	Minimum	Merit	Maximum
1	31,277	36,749	42,223
2	40,787	43,982	47,174
3	44,306	49,194	54,080
4	49,520	54,732	59,944
5	55,417	63,984	72,554
6	69,914	77,830	85,747
7	79,166	89,054	98,942
8	89,721	100,929	112,138

Effective from 1 January 2010			
Band	Minimum	Merit	Maximum
1	31,903	37,484	43,067
2	41,603	44,862	48,117
3	45,192	50,178	55,162
4	50,510	55,827	61,143
5	56,525	65,264	74,005
6	71,312	79,387	87,462
7	80,749	90,835	100,921
8	91,515	102,948	114,381

Learning Skills Centre

Steps	Effective from 1 July 2009	Effective from 1 January 2010
1.01	47,100	48,042
1.02*	49,675	50,669
1.03	52,252	53,297
2.01	54,827	55,924
2.02*	57,406	58,554
2.03	59,979	61,179
2.04	62,555	63,806
3.01	65,131	66,434
3.02*	67,707	69,061
3.03	70,283	71,689
3.04	72,862	74,319

* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.7.

UC Opportunity Teachers

Steps	Effective from 1 July 2009	Effective from 1 January 2010
1.01	47,100	48,042
1.02	49,753	50,748
1.03	52,277	53,323
1.04*	55,688	56,802
2.01	58,213	59,377
2.02	60,864	62,081
2.03	63,516	64,786
2.04	67,556	68,907
2.05*	70,209	71,613
2.06	72,862	74,319

* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.8.

E.2 JOB EVALUATION

This clause does not apply to the Learning Skills Centre or UC Opportunity Teachers positions.

- E.2.1 The placement of an employee in a salary band under E.1 above shall be determined by evaluating the employee's job under the University's Job Evaluation System.
- E.2.2 Where a new position is established or where substantial changes to a position description have occurred, the position will be evaluated or re-evaluated as the case may be.
- E.2.3 The effective date of any change will be either the date of appointment or the date the changes occurred or, if there have been incremental changes, the date of the application for re-evaluation.

E.3 PROGRESSION

This clause does not apply to the Learning Skills Centre or UC Opportunity Teachers positions.

- E.3.1 Progress through the salary band shall be based on performance.
- E.3.2 Progression to the merit point of the band shall be annual subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of School/Department, supported by the Human Resources School/Department. If performance is deemed to be unsatisfactory a programme will be put in place for rectification of the identified performance problem(s). The minimum salary movement below the merit point in each band shall be \$1,000 for salary bands 1 to 4 and \$2,000 for salary bands 5 to 8.
- E.3.3 Progression above the merit point shall be by sustained exceptional performance.

- E.3.4 Progression from one salary band to another shall be either by appointment to a higher banded position or by re-evaluation of the current position to a higher band.

E.4 SUPPLEMENTARY PAYMENTS

E.4.1 Market-related Payments

The Employer may award a non-superable market-related payment additional to salary on the grounds of recruitment and retention. The payment shall be reviewed from time to time, but normally no less than every twelve months.

E.4.2 Bonus Payments

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

E.5 ANNUAL AUDIT

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

E.6 ANNUAL SALARY REVIEW

Clauses E.6.1 to E.6.5 do not apply to the Learning Skills Centre or UC Opportunity Teachers positions which are in accord with clauses E.7 and E.8.

- E.6.1 All salaries shall be subject to annual review. This does not, however, preclude an individual review in special circumstances.
- E.6.2 Movements in salary are by decision of the Employer.
- E.6.3 Criteria for accelerated progression (i.e. more than the minimum indicated in clause E.3.2 above) below the merit point:
- a) Exceptional individual contribution and performance in the role including level of achievement, skills and value to the University;
 - b) Excelled in one or more important areas of the job;
 - c) Recognised in the School/Department for strong performance on results;
 - d) Personal attributes such as an inclination to go beyond the call of duty; and/or
 - e) Significant upskilling achieved and applied.
- E.6.4 Criteria for progression above the merit point:
- Sustained exceptional performance in the role including level of achievement, skills and value to the University. Sustained exceptional performance includes:
- consistently set and achieved very difficult challenging performance objectives;
 - widely recognised in the School/Department for their outstanding results;
 - able to achieve results under unusually challenging or difficult circumstances; and/or
 - demonstrating exceptional performance.

- E.6.5 Criteria for positions not subject to job evaluation or positions not yet banded:
- a) Individual level of achievement, skills and value to the University, including on-the-job experience;
 - b) Recruitment and retention experience; and/or
 - c) Job content including scope and complexity.

E.7 LEARNING SKILLS CENTRE SALARY REVIEW AND PROGRESSION

- E.7.1 The annual salary review and progression terms that will be applicable to all employees in Learning Skills Centre positions are as follows:
- E.7.1.1 All salaries shall be subject to annual review. This does not, however, preclude an individual review in special circumstances.
 - E.7.1.2 Movements in salary are by decision of the Employer.
 - E.7.1.3 Criteria for progression:
 - a) Progression in Step 1 shall be based on having a relevant post-graduate or specialist qualification and individual merit, including level of performance, skills and value to the University.
 - b) Progression from Step 1 to Step 2 shall be on demonstrated ability and performance in providing specialist input, teaching and contribution across more than one component of the Academic Skills programme and the Centre's goals.

Step 02.02 to Step 02.03 Criteria

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

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

Step 03.02 to Step 03.03 Criteria

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

E.8 UC OPPORTUNITY TEACHER SALARY REVIEW AND PROGRESSION

- E.8.1 Progression through the salary band shall be based on performance.
- E.8.2 Progression up to and including the last automatic step in the Teacher salary scale (indicated by *) shall be annual subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of Department, supported by the Human Resources Department. If performance is deemed to be unsatisfactory a programme will be put in place for rectification of the identified performance problem(s).
- E.8.3 Progression from Step 1 to Step 2 shall be by:

- a) demonstrating ability and performance in providing specialist input, teaching and contribution to both Bridging Programmes and UC Opportunity goals; and/or
 - b) obtaining relevant qualifications.
- E.8.4 Progression from Step 2.05 to 2.06 shall be by:
- a) sustained Exceptional Performance including level of achievement, skills and value to the University. Sustained exceptional performance includes:
 - consistently set and achieved very difficult challenging performance objectives;
 - widely recognised in the School/Department for their outstanding results;
 - able to achieve results under unusually challenging or difficult circumstances; and/or
 - demonstrating exceptional performance.
- and/or
- b) undertaking relevant professional development to further develop their teaching praxis.
- E.8.5 All UC Opportunity Teachers salaries shall be subject to annual review. This does not however, preclude an individual review in special circumstances.
- E.8.6 Movements in salary are by decision of the Employer.

SECTION F: ALLOWANCES

F.1 HIGHER DUTIES ALLOWANCE

- F.1.1 The Employer shall approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate may be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position. The minimum qualifying period is 15 consecutive working days actually undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.
- F.1.2 The rate of allowance will be calculated by taking the difference between the salary of the employee acting in the position and the minimum of the salary band of the higher graded position or 6.5% of the salary of the employee so acting, whichever is greater, provided that the original salary plus allowance does not exceed the actual salary paid to the employee in the higher graded position.
- F.1.3 When an employee is promoted to a position that he/she has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

F.2 MEAL ALLOWANCE

An employee, who has been directed to work not less than two hours' overtime at a time when otherwise a meal would have been taken, shall be paid a meal allowance of \$13.39. With effect from 1 January 2010, this allowance will increase to \$13.66. With effect from 1 January 2011, this allowance will increase at the rate of the annual CPI increase for the September 2010 quarter, as published by Statistics New Zealand. With effect from January 2012, this allowance will increase at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.

F.3 MORNING, LUNCH AND AFTERNOON TEA

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks, providing that in any situation where it is impracticable to supply the ingredients an allowance of \$75.06 per annum or \$1.45 per week, in lieu shall be paid. With effect from 1 January 2010, this allowance will increase to \$76.56 per annum or \$1.47 per week. With effect from 1 January 2011, this allowance will increase at the rate of the annual CPI increase for the September 2010 quarter, as published by Statistics New Zealand. With effect from January 2012, this allowance will increase at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.

F.4 TRAVELLING ON UNIVERSITY BUSINESS

(This clause shall not apply to staff undertaking field work.)

- F.4.1 Where employees are required to travel on University business, the University will fund, or reimburse employees for all actual and reasonable expenses incurred by the employee in connection with the conduct of University business in accordance with the University's Travel Policy:
- (a) Employees will be funded, or reimbursed on presentation of receipts, for the actual and reasonable costs of flights, accommodation and rental cars;
 - (b) In relation to other travel expenses (meals and incidentals, taxi charges, mileage claims and other reasonable minor expenses associated with travel) employees may choose, on a trip by trip basis, to pay using a University card (and where this is not possible actual and reasonable costs will be reimbursed on presentation of receipts) or receive a per diem allowance at rates no less than those specified in the University's Travel Policy dated August 2009. If a per diem allowance is approved and paid, all minor expenses must be paid by the employee out of the per diem allowance.

F.5 FIELD WORK

- F.5.1 For the purpose of this agreement, field work shall mean:
- a) A day field trip - which does not necessitate the employee being away from his/her place of residence overnight;
 - b) A field trip - which necessitates the employee being away from his/her place of residence for one night or more, up to 20 consecutive nights;
 - c) An expedition - which necessitates the employee being away from his/her place of residence for more than 20 consecutive nights.
- F.5.2 An employee has the right to object to undertaking field trips and expeditions as defined in clause F.5.1 on reasonable grounds. The Employer undertakes to adequately consider an employee's reasonable

objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.

- F.5.3 An employee who undertakes field work of any kind covered by this clause shall be provided by the Employer with equipment and special clothing deemed by the Employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the Employer. In lieu of the foregoing, an employee may be paid a sum agreed upon by the Employer and the employee as partial reimbursement of the cost of provision by the employee of such equipment or special clothing, which shall remain the property of the employee.
- F.5.4 It shall be the duty of the Employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.
- F.5.5 An employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.
- F.5.6 An employee engaged on a day trip shall be entitled to time off, in lieu of overtime, on the basis of one hour for each hour worked, for any hours worked in excess of seven and a half hours.
- F.5.7 An employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip which is not an ordinary working day, to be taken at a time mutually convenient to the employee and the Employer.
- F.5.8 An employee engaged on an expedition shall not be entitled to overtime or time off in lieu.
- F.5.9 An employee who is engaged on a field trip or expedition shall be entitled to accommodation of a reasonable standard appropriate to the circumstances.
- F.5.10 An employee engaged on a field trip or an expedition shall be paid the incidentals allowance at the rate of \$7.97 (\$8.13 with effect from 1 January 2010) per day. With effect from 1 January 2011, this allowance 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, this allowance will increase at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.
- F.5.11 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

F.6 TRANSPORT IN HOURS OF DARKNESS

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

F.7 MOTOR VEHICLE EXPENSES

Where the use of a private vehicle for official business has been authorised, the employee shall be paid a motor vehicle allowance in accordance with the IRD mileage rates. Currently this is 70 cents per kilometre for motor vehicles.

F.8 ON-CALL ALLOWANCE

Trades Supervisors who are required to be available on an informal on-call basis shall be paid an on-call allowance of \$12.13 (\$12.37 with effect from 1 January 2010) per week. With effect from 1 January 2011, this allowance 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, this allowance will increase at the rate of the annual CPI increase for the September 2011 quarter, as published by Statistics New Zealand.

F.9 TE REO ALLOWANCE

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

SECTION G: HOLIDAYS AND LEAVE

G.1 PUBLIC HOLIDAYS

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

G.1.1 In the event of a holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

G.1.2

- a) Where any employee is rostered and works on the day a statutory holiday or a University holiday is legally observed (except Anzac Day or Waitangi Day when these fall on a Saturday or Sunday) he/she shall be paid T1.0 in addition to the ordinary rate of pay for all hours actually worked. In addition he/she shall be allowed an alternative holiday (i.e. a whole day off in lieu) to be taken in accordance with the Holidays Act 2003.
- b) Where any employee is not rostered to work but is required to work on the day a statutory holiday or University holiday is legally observed (except Anzac Day or Waitangi Day when these fall on a Saturday or Sunday) he/she shall be paid T1.0 in addition to the ordinary rate of pay for all hours actually worked. In addition he/she shall be allowed an alternative holiday (i.e. a whole day off in lieu) to be taken in accordance with the Holidays Act 2003.

G.2 UNIVERSITY HOLIDAYS

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

G.3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

G.3.1 Leave on Pay

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

G.3.2 Leave Without Pay

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

G.4 ANNUAL LEAVE ENTITLEMENT

G.4.1 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.4.2 Timing of Leave

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

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

G.5 SICK LEAVE

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

G.5.2 In accordance with the Holidays Act 2003 (and amendments) the Employer may require a medical certificate where the absence extends beyond one week. Notwithstanding, the Employer may require the employee to produce a medical certificate (at the Employer's expense) in cases of absence of less than three consecutive calendar days where the Employer considers, on reasonable grounds, that the sick leave is not genuine.

G.5.3 All sick leave is to be computed in working days.

G.5.4 Schedule of Entitlement

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

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

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

G.5.6 The Employer may require an employee to undergo an examination by a registered medical practitioner of the Employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform full duties he/she may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by the Employer.

If an employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:

- a) Absent for a whole morning or afternoon - half day's sick leave.
- b) Absent for less than two hours during the day - no deduction.
- c) Absent for two hours and up to six hours during the day - half day's sick leave.
- d) Absent for over six hours during the day - one day's sick leave.

The employee should notify absence due to sickness to the controlling officer whenever possible within 30 minutes of normal starting time. A medical certificate may be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the Employer may take such action as is necessary to clarify the matter.

When sickness occurs during annual or long service leave, the Employer will permit the period of sickness to be debited against sick leave entitlement provided the period of sickness is more than five days and a medical certificate is produced.

G.5.7 Anticipation of Sick Leave

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

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

G.5.8 Sickness at Home

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

G.5.9 Isolation on Account of Infectious Sickness

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

G.6 RETIREMENT

G.6.1 Employees who wish to retire are required to give three months' notice except for retirement for medical reasons.

G.6.2 An employee may be required by the Employer to relinquish employment based on the certificates of two medical practitioners nominated by the Employer. The Employer will normally give the employee not less than three months' notice provided that a lesser period may apply by mutual agreement.

G.7 RETIREMENT LEAVE

G.7.1 Retiring employees shall be entitled to retirement leave as follows:

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

G.7.2 Service for the purpose of retirement leave entitlement and calculation, means unbroken employment, full-time or permanent part-time (on a pro-rata basis) in the University together with any other service which the Employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retirement leave if the employee accepted voluntary severance.

G.7.3 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long service leave due.

G.7.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.

G.7.5 Computation of Retirement Leave

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

G.8 GRANT IN LIEU OF RETIREMENT LEAVE

- G.8.1 All employees eligible for retirement leave may accept, instead of any period of retirement leave to which they are entitled (less any retiring or leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.
- G.8.2 If the effective date of a salary increase falls during any period of annual or long service leave taken after cessation of duties, the amount of the lump sum in lieu of retirement leave should be increased in accordance with the new salary rates on the written application of the employee.
- G.8.3 The Employer shall notify any employee who has left the service of the Employer within the 12 months preceding such salary increase, provided the employee has left a contact address with the Employer.
- G.8.4 If the salary increase falls due from a date after the completion of the period of annual or long service leave taken after cessation, no adjustment is to be made to the lump sum.
- G.8.5 On the death of an employee the Employer may approve a cash grant in lieu of retirement leave to the surviving partner or if there is no surviving partner to any dependent.

G.9 PARENTAL LEAVE

- G.9.1** Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.9.3 and G.9.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act.
- G.9.2** In addition, paid parental leave of 9 weeks will be provided to continuing (permanent) employees after 12 months' continuous employment, provided that, if both male and female partners are employed by the Employer and are eligible for paid leave, then they are entitled to one and only one such period of paid leave, and they may choose who will receive it.
- G.9.3 Entitlement and Eligibility**

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

 - G.9.3.1 In respect of every child born to them or their partner.
 - G.9.3.2 In respect of every child up to and including five years of age, adopted by them or their partner.
 - G.9.3.3 Leave up to 52 weeks will be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.
 - G.9.3.4 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
 - G.9.3.5 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical

practitioner or midwife certifying the expected date of delivery. Special and medical circumstances will be taken into account.

G.9.3.6 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

G.9.3.7 In addition to parental leave:

- a) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
- b) A male employee may take a continuous 14 day period on leave without pay as leave. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

G.9.4 Job Protection

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

G.9.5 A similar position means a position:

- a) At the equivalent salary and grading; and
- b) On the same university campus; and
- c) Involving responsibilities broadly comparable to those exercised in their previous position.

G.9.6 When an employee goes on parental leave the Employer must as first preference:

G.9.6.1 Hold the employee's position open (Note - this includes filling it temporarily); but

G.9.6.2 If the Employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the Employer shall provide a written offer of one of the following (in order of priority):

- a) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave;
- or
- b) If this is not possible the Employer may approve one of the following options:
 - i) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
 - ii) where extended parental leave as provided in (i) expires and no position is available for the employee, the employee continues on leave without pay and the Employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to six weeks' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

G.9.7 Deployment

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

- G.9.8 Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

G.9.9 Salary Rates

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

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

G.10 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

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

- G.10.1 The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.
- G.10.2 The applicant must:
- a) Produce a birth certificate for the under school age child;
 - b) Sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- G.10.3 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum, eligibility will be at the Employer's discretion.
- G.10.4 An applicant seeking to return to the University should give at least three months' notice and renew that notice at least one month before the date she/he wishes to return to work or one month before the expiry of the period in clause G.10.1, whichever is the earlier. This notice shall be forwarded to the Employer who shall acknowledge receipt of it.
- G.10.5 Where an applicant meets the conditions in clauses G.10.1 - G.10.4 and, at the time of the application:
- a) Has the necessary skills to fill competently a vacancy which is available in the University; and
 - b) The position is substantially the same in character and at the same or lower salary as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- G.10.6 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of leave entitlements.
- G.10.7 If an applicant is not appointed to any position within three months after the expiry of the period in clause G.10.1 above, the benefits of these provisions will lapse.

G.11 LONG SERVICE LEAVE

G.11.1 In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled to two weeks long service leave after 10 years continuous service with the University, and to an additional one weeks long service leave on completion of each 15 and 20 years continuous service.

Alternatively, employees who were employed by the University prior to 1 July 2008 (and who remain continuously employed by the University) may elect to remain on their previous long service leave provisions, which are: "on completion of each 15 years' continuous university service to a special holiday of four weeks."

G.11.2 Long service leave must be taken within five years of becoming due, or be forfeited. In exceptional circumstances an employee may be permitted by the Human Resources Director to extend the period of five years.

G.11.3 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G.11.4 Entitlement to long service leave shall not affect any retirement leave eligibility.

G.12 CREDITING OF PREVIOUS SERVICE

G.12.1 For the purposes of calculating leave entitlements previous permanent service with the Employer will be counted, except where a break in employment has been for six years or more.

G.12.2 For the purposes of calculating leave entitlements:

- a) previous permanent service with another New Zealand university; or
- b) previous relevant permanent service within the New Zealand education or library sectors will be counted, subject to the condition that the period which elapses between any period of employment is not longer than one calendar month.

G.12.3 The University may give credit for other previous relevant service for the purpose of calculating leave entitlements, in which case decisions shall have regard to:

- a) The relevance of the service;
- b) Recruitment and retention experiences.

G.12.4 Those employees employed prior to 11 May 1990 shall retain their existing provisions regarding recognition of service.

G.13 JURY SERVICE LEAVE

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

G.14 BEREAVEMENT/TANGIHANGA LEAVE

G.14.1 An employee shall be granted bereavement/tangihanga leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements to perform roles at all or part of a tangihanga (or its

equivalent), including karanga, mihi, karakia, kaumatua, kuia or kaitautoko. This shall include leave to attend hura kohatu (unveilings), kawē mate (re-enactment of tangihanga), and maumaharatanga (memorial services).

- G.14.2 In granting time off, therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner taking into account:
- a) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
 - b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
 - c) The amount of time needed to discharge properly any responsibilities or obligations;
 - d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
 - e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- G.14.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.14.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.
- G.14.5 This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

G.15 MAORI LAND COURT AND WAITANGI TRIBUNAL HEARINGS

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

G.16 STUDY LEAVE

- G.16.1 Employees may be granted study leave to enable them to complete qualifications and to attend conferences, courses and seminars which are considered by their Employer to be relevant to their employment and/or professional development. Such study leave will entitle them to the benefits as set out in clauses G.16.5 and G.16.6.
- G.16.2 Provision of study leave is at the discretion of the Employer.
- G.16.3 A full-time employee may be allowed leave on full pay up to a maximum of one day a week for the purpose of attending a course of study, including teleconferences where these are a course requirement.
- G.16.4 The granting of leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.

- G.16.5 An employee who has been granted study leave under clause G.16.1 and who has successfully completed a section of the course for which he/she has enrolled shall be reimbursed either wholly or in part towards the cost of course tuition and examination fees on the production of result slips and receipts. Other fees and the purchase of notes, books and instruments shall be the responsibility of the employee.
- G.16.6 Where as a course requirement the employee who has been granted study leave under clause G.16.1 is required to travel to another centre the Employer will pay transport costs and expenses as set out in clause F.4.

G.17 TUITION FEES

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

G.18 PROFESSIONAL FEES

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

G.19 OTHER LEAVE

- G.19.1 The Employer may grant an employee other leave with or without pay on such terms and conditions as the Employer may deem fit.
- G.19.2 In assessing applications for other leave, the Employer will take the following into account:
- a) Length and quality of service;
 - b) Purpose and duration of leave;
 - c) Position requirements;
 - d) Needs of the School/Department;
 - e) Amount of annual/long service leave being contributed by the applicant.

G.20 ACCIDENT LEAVE

Accident leave is granted in terms of the Injury Prevention, Rehabilitation and Compensation Act 2001.

G.21 REPRESENTATIVES EDUCATION LEAVE

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

SECTION H: GENERAL PROVISIONS

H.1 HEALTH AND SAFETY

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

H.1.2 Protective Clothing

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

H.1.3 Eye Tests

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

H.1.4 New Technology

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

H.2 PAYMENT OF SALARIES

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

H.3 DEDUCTIONS

H.3.1 Notwithstanding anything contained elsewhere in this agreement the Employer shall be entitled to make a rateable deduction from the salary of an employee for time lost through sickness (other than as provided in this agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

- H.3.2 At the written request of any employee, the Employer shall deduct TEU or PSA subscriptions from the employee's pay at a rate advised from time to time by the TEU or PSA and shall remit such deductions to the TEU or PSA in a manner agreed upon between the Employer and the TEU or PSA.
- H.3.3 The Employer shall provide on request to the union, a list of all employees from whom union deductions are made.

H.4 UNION MEETINGS

- H.4.1 Subject to clauses H.4.2 - H.4.5 below, the Employer shall allow every employee covered by this agreement to attend on ordinary pay up to two meetings (each of a maximum two hours duration) with TEU or PSA in each year.
- H.4.2 The TEU or PSA shall give the Employer at least 14 days' notice of the date and time of any meeting to which clause H.4.1 applies.
- H.4.3 The TEU or PSA shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable the Employer's operation to continue.
- H.4.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any member for a period greater than two hours in respect of any meeting.
- H.4.5 Only members who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the TEU or PSA shall supply the Employer with a list of members who attended and shall advise of the time the meeting finished.

H.5 UNION RIGHTS

H.5.1 Right of Access

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

H.5.2 New Employees

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

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

H.6 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

H.6.1 Definitions

H.6.1.1 Employment Relationship Problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

- H.6.1.2 Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.
- H.6.1.3 Dispute means a dispute about the interpretation, application or operation of an employment agreement.

H.6.2 Raising a Personal Grievance or Other Problem

- H.6.2.1 An employee who considers that he/she has a personal grievance must raise the grievance with the Employer by making the Employer aware of the personal grievance that the employee wants to have addressed.
- H.6.2.2 The employee must raise the personal grievance within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances.
- H.6.2.3 For any other employment relationship problem, the employee should advise the Employer of the existence and nature of the problem and that the employee wants something done about it.

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

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

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

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

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

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

- H.6.3.1 If the employment relationship problem cannot be resolved by discussion between the Employer and employee, then either party may request assistance from the School/Department of Labour who may provide mediation services.
- H.6.3.2 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

H.7 DISCIPLINE

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

H.8 SAVINGS

- H.8.1 Continuing staff in the occupational groups: Administration and Clerical; Mail Personnel; Computer (Data Processing) and (Data Entry); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; Counsellors (student); General Services; Liaison Officers; Nursing; Physical Education Officers; Secretaries; Telephonists, who took up duties prior to 9 March 1988; continuing staff in the Librarians' occupational group who took up duties prior to 1 January 1982 and continuing staff in the Technicians' occupational group who took up duties prior to 1 July 1990 shall not have their previous sick leave or long service leave entitlements reduced by the coming into force of this document.
- H.8.2 Savings provisions that apply to employees covered by this agreement who are employed at the commencement of the agreement and who are members of the TEU or PSA shall be preserved accordingly.
- H.8.3 Nothing in the application of this agreement shall serve to reduce existing entitlements of staff who are covered by the agreement.

H.9 VARIATION OF AGREEMENT

- H.9.1 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 agreement. However, this does not require the parties to reach agreement.
- H.9.2 Clause H.9.1 will not be used to renegotiate annual salary increases or the term of this agreement.
- H.9.3 The parties to this collective agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.

H.10 UNION RECOGNITION

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.

H.11 MATERNITY PROTECTION

- H.11.1 The Employer is committed to protecting the health and wellbeing of its employees with child care responsibilities and in particular women with breastfeeding infants. This includes the right to periods of time to attend to breastfeeding.
- H.11.2 This includes:
- H.11.2.1 Reasonable breastfeeding breaks which will be in addition to normal working breaks, counted as working time and remunerated accordingly. These may be for breastfeeding an infant that is brought to the workplace or an appropriate location for the expressing of milk.

- H.11.2.2 Where reasonably practicable, a private room or space for breastfeeding and / or expressing of milk, and adequate facilities for the storage of milk will be provided.

H.12 DEFINITIONS

- H.12.1 T1.0 means an employee's ordinary hourly rate of pay, if a waged employee, or if the employee is a salaried employee, the hourly rate will be calculated by dividing the annual salary by 1950 (for a 1.0 FTE) or 2080 (for a 1.0 FTE) for Trades Supervisors, Senior Cleaning Supervisors and Warehousepersons (and other employees usually employed on 40 hours per week).
- H.12.2 T0.5 means half T1.0 (as calculated in accordance with the above definition).

H.13 TERM OF AGREEMENT

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

Schedule of Signatories

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

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

Human Resources Director (Paul O'Flaherty)

This day of March 2010

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

Deputy Secretary (Nanette Cormack)

This day of March 2010

Signed on behalf of The New Zealand Public Service Association

This day of March 2010

ADDENDUM TO THE GENERAL STAFF COLLECTIVE EMPLOYMENT AGREEMENT

1 July 2009 – 30 June 2012

VARIATION TO THE GENERAL STAFF COLLECTIVE EMPLOYMENT AGREEMENT IN TERMS OF CLAUSE H.9

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 exception to this collective agreement will prevail:

Clauses G.6 and G.7 - Retirement and Retirement Leave

The provisions specified in the Christchurch College of Education General Staff 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:

Completed Years of Service	Allowance in Days
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 three 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.

ADDENDUM TO THE GENERAL STAFF COLLECTIVE EMPLOYMENT AGREEMENT

1 July 2009 – 30 June 2012

MEMORANDUM OF UNDERSTANDING

The parties to this collective agreement record that for Senior Cleaning Supervisors the following exceptions to this collective agreement will prevail:

1 Clause D.1.1 - Hours of Work

The hours of work as specified in their individual agreements.

2 Clause D.3 - Night Rate

Not applicable.

3 Clause D.5 - Call Backs

Provision for Call Backs as specified in their individual agreements.

4 Clause F - Clothing and Footwear Allowance

A clothing and footwear allowance as specified in their individual agreements.

5 Clause F.3 - Morning, Lunch and Afternoon Tea

Provision for tea breaks as specified in their individual agreements.

6 Clause F.6 - Transport in Hours of Darkness

Not applicable.

7 Clauses H.1.1 - H.1.3 - Health and Safety

Health and Safety provisions as specified in their individual agreements.

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.