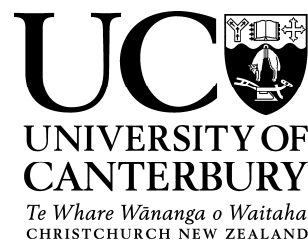


1 July 2009 – 30 June 2012



Collective Employment Agreement

Maintenance Workers

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MAINTENANCE WORKERS COLLECTIVE EMPLOYMENT AGREEMENT

SECTION 1: COVERAGE

CLAUSE 1 - PARTIES TO THE AGREEMENT

- (a) This agreement is made between:
 - (i) The Vice-Chancellor University of Canterbury ("the Employer" or "the University")
 - (ii) The New Zealand Amalgamated Engineering, Printing & Manufacturing Union Inc ("NZEPMU")
 - (iii) The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated ("TEU"); and
 - (iv) The New Zealand Building Trades Union of Workers Inc ("NZBTUW").
- (b) This agreement shall apply to those employees employed in one of the following classifications (clauses 2-6) and who are members of the NZEPMU, TEU or NZBTUW.
- (c) Nothing in this agreement shall apply to a student who is currently enrolled at the University of Canterbury as a casual or temporary employee, provided that
 - (i) The work carried out by such student shall be unskilled work and shall not include areas of work that are the core roles of continuing staff in the Works and Services Section of the University; and
 - (ii) Such student employees shall not be used to affect the employment of continuing staff or the work carried out by continuing staff.

CLAUSE 2 - BOILER CLASSIFICATIONS

(a) **Responsible Person**

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

(b) **Engine Drivers**

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

- (i) First Class Engine Driver

(ii) Second Class Engine Driver

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

(c) **General**

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

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

(d) **Fitter/Boilerman**

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

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

CLAUSE 3 - PLUMBERS CLASSIFICATIONS

(a) **Sanitary Plumbing means:**

- (i) The work of fixing or unfixing any bath, shower, lavatory basin, sink, slop sink, urinal water closet, laundry tub, washing machine, water flushed sanitary towel disposal unit, drinking fountain, refuse grinder, shampoo basin, shampoo trough, shampoo tray, shampoo sink wash trough, chemical sink or any other sanitary fitting, sanitary appliance, waste water fixture, soil fixture, or any fittings and/or accessories associated therewith.
- (ii) The work of fabricating, fixing or unfixing, any trap, waste, or soil pipe, ventilation pipe or overflow pipe connected with or accessory to any sanitary fitting, sanitary appliance, waste water fixture, soil fixture, or drain, whether or not the fitting, appliance, waste water fitting, soil fixture or drain is there when the work is done.

- (iii) The work of fixing and/or unfixing any pipe that supplies or is intended to be a means of supplying hot or cold water to any sanitary fitting, sanitary appliance, waste water fixture, soil fixture or any drain, whether or not any fitting, appliance, waste water fitting, soil fixture or drain is there when the work is done.
- (iv) The work of fabricating, fixing and/or unfixing within the legal boundary of any premises in which any sanitary fitting, sanitary appliance, waste water fixture, or soil pipe has been, or is intended to be fixed, any pipe that is connected, or is intended to be connected to any water tank, or to any pipe fixed or intended to be fixed within such boundary for the purpose of supplying water to any sanitary fitting, sanitary appliance, waste water fixture or soil fixture, whether or not the tank, fitting, appliance, waste water fixture or soil fixture is there when the work is done.
- (v) The work of laying, fixing or unfixing any cast iron drain.

(b) **Roofing and Cladding means:**

- (i) The installation, fixing and/or repairing of composition corrugated roofing.
- (ii) The installation, fixing and/or repairing of all corrugated metal roofing, and other forms and profiles of metal roofing.
- (iii) The installation, fixing and/or repairing of all other roofing, excepting slates, concrete and/or clay tiles, or bituminous roofing.
- (iv) The installation, fixing and/or repairing of all types and forms of sheetmetal wall-cladding.
- (v) The fixing of all netting, mesh, and/or any insulation or underlay material.
- (vi) The flashing and/or overflashing of all roof and wall penetrations.
- (vii) The waterproofing of all roofs, wall-claddings and flashings.
- (viii) The manufacture, installation, fixing or unfixing, and repairing of all gutters, spouting, downpipes, flashings, ridging, roof vents, skylights, and louvres.
- (ix) The jointing of any component used in roofing, wall-cladding, gutters, spouting, ridging, downpipes or flashing, whether soldered, lead-burnt, riveted, welded, made with any sealant, or solvent or solvent cement.
- (x) The manufacture fixing and/or unfixing of expansion joints.
- (xi) The proofing of all roofs, wall-cladding, gutters, downpipes, ridging or flashings against birds, vermin or draughts.
- (xii) The installation of all vapour barriers.
- (xiii) For the purpose of this Agreement the word "*corrugated*" shall have the following meaning:

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

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

(c) **Fixing and Unfixing**

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

CLAUSE 4 - BUILDING TRADE CLASSIFICATIONS

- (a) **Carpenters', joiners', joiners machinists', joinery process, or process assembly work shall mean and include:** employment in the building, construction, and joinery industry or on work related to that industry as a carpenter, carpenter and joiner, joiner, joiner's machinist, joinery process worker, or process assembly worker (as defined in subclauses (c) and (d) of this clause) on work, whether in wood or any other material which may be used in place of wood, and shall include pre-fabricating and/or pre-cutting work, the lamination of timber in connection with building and construction work, the erection and fixing of concrete form work, acoustic ceilings and/or linings and/or demountable partitions, interior and exterior sheathing and curtain walling, but shall not include any worker covered by the scope of any other award or collective agreement: Provided also that nothing in this subclause shall cover the hoisting and swinging into place of shutters for concrete form work or frames for curtain walling.
- (b) **Tile-fixers' work shall mean and include:**
- (i) The preparation of backgrounds and the fixing of all mosaic and other floor tiles and all internal and external wall tiling;
 - (ii) The fixing of tile slabs;
 - (iii) The building of tile fireplaces other than external brickwork;
 - (iv) The fixing of all glass tiles, such as vitrolite, marbite, etc., where tile skirting, facing, angles, and cappings are required to be fixed by tilers.
- (c) **Bricklayers' and/or blocklayers' work shall mean and include:**
- (i) The laying of clay, glass, and cement bricks, concrete, breeze, or pumice blocks, or any other substitutes for bricks;
 - (ii) The stopping and pointing of brickwork or other substitutes;
 - (iii) Cutting and rubbing bricks and/or blocks excluding cutting chases except when a bricklayer and/or blocklayer is working on the job;
 - (iv) Cutting openings in brickwork and/or blockwork which have to be pointed up or made good by a bricklayer and/or blocklayer: Provided that on any particular job, by arrangement between the Employer and the authorised representative, labourers may be employed to cut any special opening or openings;

- (v) Brick and/or block paving;
 - (vi) Refractory and/or acid resistant work in conjunction with bricklaying or blocklaying: Provided that tiling or trowelling floors in connection with their work may be done by bricklayers and/or blocklayers. Only two classes of labour shall be recognised - viz bricklayers and/or blocklayers and apprentices - and none other shall be employed.
- (d) **Roofers' work in the Canterbury Labour District shall mean and include:**
- (i) The setting-out of roofs, battening same, laying tiles, slates, ridging, pointing same, wiring, fixing all asbestos sheets and slates and any other substitute material, laying fibrous or bituminous roofs, or fixing and laying of floors and steps with liquid cement or other solution. This definition shall not limit the ordinary meaning of roofing, nor shall it operate to prevent the fixing of iron roofing by workers covered by awards which provide for such work or to prevent a carpenter from fixing corrugated, composition, or iron roofing.
- (e) **Painters' and decorators' work shall mean and include:**
- (i) The spreading of paint, varnish, shellac, bitumen, or any preparation the purpose of which is of a decorative or protective character (excluding only the application of tar, bitumen, or like substance to the ground or roads or like surface); paper hanging and the hanging of other decorative wall coverings of every description including vinyl and similar wall coverings; scrimming; graining; decorating; calcimining; distempering and lime washing; spray or curtain coating with paint and lacquer or similar substance and the application of other specialised finishes applied by pressure or any other method and dipping of woodwork or any other material into paint or any other substance where not specifically covered by any other award; and all preparatory work in connection with any of the foregoing operations including the application of woven fibreglass, flame cleaning of metal and sand blasting.
 - (ii) The cutting, fitting, and fixing of glass of all shapes and types, and/or the glazing of sashes, doors, and frames of all types.

CLAUSE 5 - ENGINEERS CLASSIFICATIONS

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

CLAUSE 6 - LABOURERS AND SCAFFOLDERS CLASSIFICATIONS

Definitions:

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

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

The term shall also include a worker engaged on:

- (i) The work of a "*crane dogman*" - the responsibility for slinging the load and/or the safe movement of the load, other than that of a rigger or steel erector.
 - (ii) The work of a "*mechanical plant operator*" - that of a worker employed in operating stationary equipment driven by power units of 10 h.p. or over such as winches, cranes, pile-drivers, well and test boring equipment, derricks, loaders, shovels, dump trucks, and front-end loaders;
 - (iii) "*Concrete work*" - the work of feeding concrete mixers or handling, mixing, or spreading wet concrete, or operating power vibrators or power grinders facing concrete;
 - (iv) "*Reinforcing steel work*" - the measuring, cutting, placing, and/or bending steel for reinforced concrete;
 - (v) "*Scaffolding work*" - the erection and dismantling of scaffolds for which notice of erection is necessary under the HSE 1995 regulations.
 - (vi) The work of a "*tunneller*" - where a worker is substantially engaged on duties inside and underground excavation more than 4.6 metres in length or a shaft more than 4.6 metres in depth connecting to a tunnel.
- (b) The work of "*riggers and/or steel erectors*" shall mean and include:
- (i) The assembling and dismantling of prefabricated steel work in the field (as opposed to the shop). Such work shall not include any tradepersons work covered by any other award or agreement;
 - (ii) In bolted structure, the assembling and bolting up including the use of huck bolts, and completing the structure in all respects including drifting and reaming of badly fitting holes, but excluding any marking out or drilling;
 - (iii) In a welded structure, the assembling and bolting up with service bolts and completing the structure in all respects except for the actual welding;
 - (iv) In a riveted structure, the assembling and bolting up with service bolts and completely preparing the structure for riveting but excluding reaming of badly fitting holes;

- (v) The making of knots and lashings, assembling, erecting tackle, splicing of wire and hemp ropes, erection and dismantling of gin poles, masts, towers, cranes, sheets, and derricks, the rigging of gear (including lifting tackle, anchors, guys, and the like) to take heavy lifts, and placing them in position.
- (c) "*Pile driving*" is the work of driving piles, sheet piling, or cylinders.
- (d) "*Test or well boring*" is the work of boring for test purposes and/or wells.
- (e) "*Boring piling*" is the work of boring large diameter holes and the placing of liners.
- (f) The work of a "*pest extermination serviceperson*" is that of controlling, fumigation, or treatment for the extermination of vermin, pests, and the like.
- (g) A "*quarry worker*" is a worker who is employed in a quarry on quarrying operations as defined under the Quarries and Tunnels Act 1982, as amended, and includes operators of "*crushing plants*" as also defined under that Act.
- (h) A "*scaffolder*" is an employee who is engaged by the University to erect and dismantle scaffolds and who is required by the University to hold as a minimum qualification a Basic Certificate in Scaffolding. A scaffolder may be required to perform other duties from time to time.

SECTION 2: SALARIES AND QUALIFICATION PAYMENTS

CLAUSE 7 – BASE SALARY

- (a) This scale shall apply to maintenance workers covered by this agreement. The salary scales include an increase of 2% on the 31 December 2009 rates, with effect from 1 January 2010.

Maintenance Workers

Role	Effective 01/07/09		Effective 01/01/10	
	Minimum	Maximum	Minimum	Maximum
Electricians	\$49,732	\$62,167	\$50,727	\$63,410
Plumbers	\$49,732	\$62,167	\$50,727	\$63,410
Carpenters	\$41,821	\$56,515	\$42,657	\$57,645
Painters	\$40,691	\$54,255	\$41,505	\$55,340
Fitters	\$41,821	\$56,515	\$42,657	\$57,645
Labourers	\$34,985	\$45,212	\$35,685	\$46,117
Scaffolder	\$39,560	\$50,863	\$40,351	\$51,880

- (b) 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.
- (c) 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) The percentage increases set out in clause 7(a), 7(b) and 7(c) above applicable to the base salary scales in this collective agreement will be applied to the following payments and allowances:

Clause 8(a); (c)(i); and (ii)	Qualification Payments
Clause 10(a) and (b)	Responsibility Payments
Clause 11(c)	First Aid Payment
Clause 19(a)	Boiler Checks
Clause 24(a) and (b)	On-Call Provisions

Criteria for Placement and Movement in Salary for Staff in All Groups

(a) **Annual Review**

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

(b) **Movement**

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

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

(c) **Placement in Salary Range**

On appointment employees to be placed in a point within the upper and lower salary levels of the range taking into consideration:

- (i) Relevant work experience in previous or current employment;
- (ii) Relevant educational or other qualification;
- (iii) Ease or difficulty of recruitment having regard to the specific skills and the level of skills required.

Individual salary rates cannot be reduced by reason of the operation of the ranges of salary rates.

CLAUSE 8 - QUALIFICATION PAYMENTS

- (a) Qualification payments for tradespeople shall be paid as an additional annual salary according to the following scale:

To Holders Of:	01/07/09	01/01/10
New Zealand Trade Certificate	\$1,057.10	\$1,078.24
New Zealand Advanced Trade Certificate	\$1,057.10	\$1,078.24
New Zealand 2 nd Advanced Trade Certificate	\$1,057.10	\$1,078.24
Registration as an Electrical Technician	\$1,326.22	\$1,352.75
Intermediate New Zealand Certificate with 3 years experience	\$1,385.42	\$1,413.13
Final New Zealand Certificate with 5 years experience	\$3,177.76	\$3,241.32

- (b) The following conditions shall apply to the payments shown in subclause (a) of this clause:
- (i) The payment for 2nd Advanced Trade Certificate (Electrician) and registration as an electrical technician shall not be cumulative but holders of either qualification shall be paid the appropriate allowance in addition to that for Trade Certificate or Advanced Trade Certificate to which they are entitled.
 - (ii) Payment of New Zealand Certificate payments are not made concurrently with Advanced Trade Certificate, or 2 ATC Allowances.
 - (iii) The payment for qualifications shall be payable only in respect of qualifications directly related to the trade in which the employee entitled is engaged to work.
 - (iv) The payment for qualifications shall apply from the date the worker produces to the Employer written notification from the appropriate authority that he/she holds the certificate for the trade in which he/she is employed.
 - (v) The qualification payments shall not apply to scaffolders.
 - (vi) The qualification payments shall be paid for equivalent qualifications, as approved by the Employer.
- (c) **Payment for Registration - Plumbers**
- (i) Special payment for dual registration as a plumber (or craftsman plumber) and gasfitter (or craftsman gasfitter) as defined in the Plumbers, Gasfitters and Drainlayers Act 1976 of \$477.38, and then from 01 January 2010 of \$486.93. This payment shall be paid as additional annual salary.
 - (ii) A plumber or gasfitter who has applied for registration as a craftsman, paid the appropriate fee, and received his/her registration as a craftsman shall be paid:
 - (1) For dual registration as a craftsman plumber and gasfitter under Sections 21 and 22 of the Plumbers, Gasfitters and Drainlayers Act 1976 \$1,524.00, and then from 1 January 2010 \$1,554.00.

- (2) For registration as a craftsman plumber or craftsman gasfitter under Sections 21 or 22 of the Plumbers, Gasfitters and Drainlayers Act 1976 \$752.00 and then from 1 January 2010 \$767.00

These payments are in recognition of the statutory classifications of craftsmen plumbers and gasfitters as defined in the Plumbers, Gasfitters and Drainlayers Act 1976 and take into account the qualifications, responsibilities, obligations, annual licence fees, restrictions, and penalties imposed by the Act, and the syllabuses for registration as craftsmen plumbers or gasfitters prescribed in the first and second schedules to the Plumbers, Gasfitters and Drainlayers Act 1976 (1976/69) and subsequent amendments and the Drainage and Plumbing Regulations 1978.

CLAUSE 9 - PAYMENT OF SALARIES

- (a) Payment of all salaries shall be fortnightly by way of direct credit to a bank account.
- (b) No deduction shall be made from the salaries prescribed in this Agreement except for time lost through the worker's own default, sickness, or accident or time off at the worker's own request.

SECTION 3: ALLOWANCES

CLAUSE 10 - RESPONSIBILITY PAYMENTS

- (a) **Forepersons Allowance**

Forepersons will be paid an additional allowance of \$2,795.61 and then \$2,851.52 as from 1 January 2010.

- (b) **Leading Hands**

A person appointed by the University to be a leading hand shall be paid an additional annual allowance of \$1,747.12 then to \$1,782.06 as from 1 January 2010.

- (c) **Higher Duties**

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

CLAUSE 11 - FIRST AID

- (a) An adequate First Aid Emergency Kit shall be kept in a convenient and accessible place in every workplace, boilerhouse and service vehicles. Such emergency kits shall be inspected and replenished on a regular basis by a registered nurse or a designated first aid attendant with a current first aid certificate.
- (b) Provision shall be made for a supply of hot water at short notice at the workplace.

- (c) Those staff who are holders of a current First Aid Certificate *and* who are designated as First Aid attendants by the University to undertake first aid duties, shall be paid an additional annual allowance by the University. The allowance of \$412.30 per year, and then to \$420.55 (as from 1 January 2010), shall be applied as an allocated sum to a specific qualifying area/group as determined by the University. The allowance shall be paid on a per annum pro-rata basis to each of the designated first aid attendants within the qualifying area/group.

CLAUSE 12 - TRAVELLING REIMBURSEMENT

Own Vehicle Travel

Where a worker is required by the University to use his/her own car during the course of his/her employment and provided such a worker is willing, he/she shall be paid the appropriate Inland Revenue Department Rate per kilometre and shall be responsible for arranging his/her own insurance.

CLAUSE 13 - SUBURBAN WORK ALLOWANCE

Where a worker is required to report for work (other than out of town work as defined in clause 15) directly to a site other than the shop of the Employer, then that worker shall be deemed to be on suburban work. When a worker is engaged on such work he/she shall be paid a minimum of 30 minutes per day extra at ordinary rates of pay.

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

CLAUSE 14 - TRAVELLING TIME

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

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

CLAUSE 15 - OUT OF TOWN WORK

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

(a) Transport

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

(b) **Accommodation**

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

(c) **Provision for Meals**

The University shall provide provisions for three meals per day, except where such facilities are not available, when an allowance of \$25.29 shall be paid for each complete twenty-four hour period.

(d) **Overnight Allowance**

An overnight allowance of \$8.75 per night shall be paid in addition.

CLAUSE 16 - MEAL ALLOWANCE

A meal allowance of \$15.01 shall be paid when employees are required to work more than one hour beyond their normal finishing time, or who have worked for four or more hours outside the normal working hours or are required to start work at or before 6.00 am provided that work continues after the meal interval. Such employees shall be paid a further meal allowance at the commencement of each four hour period.

CLAUSE 17 - TOOL ALLOWANCES

(a) Tradespersons tool allowance is incorporated within the base salary of each trade.

For the purposes of this subclause:

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

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

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

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

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

CLAUSE 18 - SAFETY FOOTWEAR

All workers shall be supplied with safety footwear through the provision of a range of suitable complying safety footwear, to a maximum of \$156.00 per annum.

The replacement of safety footwear shall be on an as required basis as approved by the Employer. This also includes the provision of sandshoes to painting staff where required and worn regularly.

CLAUSE 19 – BOILER CHECKS

- (a) A person appointed by the University as a fitter/boilerman and who is required to undertake regular boiler checks outside of normal working hours, 7 days per week, and shall be paid a one off total payment of \$59.39 and then to \$60.58 as from 1 January 2010.
- (b) A minimum of one check per day must be undertaken within the hours of darkness.
- (c) Subject to paragraph (d) hereof, two checks are to occur daily, seven days per week, while the University's central boiler plant is operating.
- (d) The frequency and timing of checks shall be in accordance with the needs of the University provided that full consultation shall occur before any change is implemented.
- (e) The one off payment applies for up to a maximum of one hour's work on site. Any work undertaken after that time will be at the person's respective overtime rate as it applies for the time taken.
- (f) This payment replaces the employee's hourly rate for the first hour worked of each the outside of normal hours checks and no other allowances apply.

CLAUSE 20 - 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 4: HOURS OF WORK AND RELATED PROVISIONS

CLAUSE 21 - HOURS OF WORK

- (a) Forty hours shall constitute an ordinary week's work, of which not more than eight hours may be worked on each day from Monday to Friday inclusive and between the hours of 7.00 am and 6.00 pm.

The time of starting and ceasing work between these hours shall be mutually arranged in each establishment, with a break of not more than one hour for lunch.

- (b) The hours of work prescribed in subclause (a) above may be varied as to all or a section of the workers by agreement between an Employer, the workers concerned and the Secretary of the Union. A reasonable facility for consultation shall be made available. In the event of agreement not being reached the hours of work prescribed in subclause (a) above shall apply. Any agreement shall be reduced in writing and signed by the Employer and the Union Secretary.

CLAUSE 22 - OVERTIME

- (a) All time worked outside or in excess of the hours mentioned in clause 21 (other than a shift worker's ordinary hours and the first hour of a fitter/boilerman's boiler check in clause 19) shall be considered overtime and shall be paid for at the rate of time and a half. All overtime shall be calculated and paid for on a daily time basis. Time worked on Sunday, Statutory or University holidays shall be paid for at double time rates.
- (b) Except in the case of the first hour of boiler checks (see clause 19), all workers who are required to work overtime on Saturdays, or Sundays, shall be paid a minimum of three hours at overtime rates.
- (c) When overtime work is necessary it shall, where reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least nine consecutive hours off duty between those times shall subject to this subparagraph, be released after completion of such overtime until he/she has had nine consecutive hours off duty without loss of pay for ordinary working time and for regular overtime occurring during such absence.

If on the instruction of his/her Employer, such a worker resumes or continues to work without having had such nine consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period, and he/she shall then be entitled to be absent until he/she has had nine consecutive hours off duty without loss of pay for ordinary working time and for regular overtime occurring during such absence.

CLAUSE 23 - CALL BACK

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

Note: *Nothing in clause 22 or clause 23 of this Agreement shall cause drivers to contravene the Transport Act.*

- (d) This clause shall not apply to boiler checks (see clause 19).

CLAUSE 24 - ON-CALL PROVISIONS

(a) **Unrostered On-Call**

Where a worker is required to be available on an informal on-call basis, then such worker shall be paid an allowance of \$15.33 and then to \$15.64 as from 1 January 2010.

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

(b) **Rostered Standby**

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

- (i) The roster for such standby duty shall be as determined by the Employer in accordance with the needs of the University. All relevant tradespersons will have an opportunity to participate in the roster on a rotational basis.
- (ii) From 01 July 2008 an allowance of \$53.59, shall be paid for any 24 hour period or part thereof that the employee is so rostered increasing to \$54.66 from 1 January 2010.
- (iii) The above allowance shall not be paid where the employee fails to respond to an emergency within a one hour period (or 30 minutes in the case of fitter/boilermen) of being paged or telephoned.
- (iv) Work performed as a result of attending to an emergency shall be paid for in accordance with clause 22 of this agreement.

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

CLAUSE 25 - STANDBY TIME

When a worker is employed on a job under conditions requiring the employee to be present for work at the commencement of the day or when a worker is ordered to work at a certain time and no work is available, the worker shall be paid a minimum of three hours provided that, if required by the University the employee shall stand by the job for such period.

This clause shall not apply to fitter/boilermen engaged in normal boiler checks.

CLAUSE 26 - MEAL AND REST INTERVALS

- (a) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal time may be reduced to half an hour by mutual agreement, and provided, further, that the said period of four and a half hours may be extended to not more than five hours.

- (b) A rest interval of not less than 15 minutes shall be allowed each morning and afternoon and after each two consecutive hours of overtime provided that no rest period shall be allowable on cessation of work.
- (c) Boiling water, tea, coffee, sugar and milk shall be provided for meals and morning and afternoon tea breaks.

SECTION 5: TERMS OF EMPLOYMENT

CLAUSE 27 - CREDITING OF PREVIOUS SERVICE

- (a) For the purposes of calculating leave entitlements, all previous permanent service with the Employer will be counted, except where a break in employment has been for six years or more.
- (b) Where a worker transfers from a agreement of apprenticeship to employment under this Agreement without a break in service, his/her previous service shall be taken into account when assessing eligibility for service related benefits under this Agreement.
- (c) Where a worker transfers to employment under this Agreement with immediate previous permanent employment with the University under another award/agreement or agreement of employment, such previous service shall be taken into account when assessing eligibility for service related benefits under this Agreement.
- (d) (i) For the purposes of calculating leave entitlements, recognition shall be given to:
 - (a) previous permanent service with another New Zealand University;
 - (b) previous relevant permanent service within the New Zealand education sector,

subject to the condition that the period which elapses between any change of employment is not longer than one calendar month.

 - (ii) The University may give credit for other previous relevant service with previous employers for purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave).

Decisions shall have regard to:

 - (a) the relevance of the service;
 - (b) recruitment and retention experiences.
 - (iii) An employee who changes employment as provided in subclause (d) above shall be credited by the subsequent employer with the sick and annual leave entitlement due by the previous employer subject to the production of satisfactory evidence of the previous service.
- (e) Certificate of previous service - Onus is on the employee to obtain a certificate from a previous employer that the employee has in fact had the service claimed. This certificate is to show:
 - (i) dates employed

- (ii) capacity in which employed
 - (iii) how services were terminated
 - (iv) whether the service carried with it a sick leave entitlement and the amount the record of sick leave granted.
- (f) This provision comes into force from 1 April 1991. Those employed prior to 1 April 1991 shall retain their existing provisions regarding recognition of service.

CLAUSE 28 - TERMINATION OF EMPLOYMENT

- (a) 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. Such a request would not be unreasonably withheld. For fixed term employees notice will have been deemed to have been given at the time the appointment is accepted. This shall not prevent the University from summarily dismissing a worker for serious misconduct.
- (b) The Employer reserves the right to pay employees in lieu of notice.
- (c) For the purposes of this clause, an hourly worker shall be defined as a worker paid by the hour; during the second week of employment thereafter shall be defined as a weekly worker.
- (d) Each worker on leaving or being discharged from his/her employment shall be given, on request, within 24 hours thereafter, a certificate of service in writing stating the position held and the length of service. Original certificates of service shall be the property of the worker and shall be returned to him/her 48 hours after engagement.

CLAUSE 29 - SAVINGS

No worker who was employed prior to 1 April 1991 and who is still employed shall have their wages or conditions of employment reduced by the coming into force of this Agreement except through negotiated changes to this agreement.

CLAUSE 30 - ABANDONMENT OF EMPLOYMENT

Where 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.

CLAUSE 31 - DISPLAY OF AGREEMENT

The Employer shall arrange to display in each workshop and in a conspicuous place, a copy of this Agreement.

CLAUSE 32 - RETIREMENT LEAVE

- (a) Retiring employees shall be entitled to retirement leave as follows:

Years of Continuous Service	Entitlement
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

- (b) 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.
- (c) 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.
- (d) In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.
- (e) **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.
- (f) **Grant In Lieu of Retirement Leave**
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.
- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

CLAUSE 33 - REDUNDANCY

- (a) A redundancy may occur in a situation where an employee's job is terminated because it has become superfluous to the University's needs.
- (b) 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) 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.
- (d) If pursuant to clause 33(c), redeployment is considered appropriate, then:
 - (i) 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.
 - (ii) 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.
- (e) 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 (i) below paid as though he had not taken up the new position. Service in the new position does not count towards calculation of the severance payment.
 - (i) 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 (e), then the severance payment will be reduced by a pro rata amount.

The pro rata amount will be calculated by multiplying the lump sum payment determined under clause (d)(ii)(a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- (f) 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:
 - (i) Where employment ceases within one year, the full severance payment.

- (ii) Where employment ceases after one year but not exceeding three years, 50% of the severance payment.
- (iii) Where employment ceases beyond three years, no severance payment.

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

- (g) If pursuant to clause 33(c), 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) 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.
- (i) An employee declared redundant by the Employer shall be entitled to a severance payment calculated as follows:
 - (i) Six weeks pay for the first year of service or part thereof; and
 - (ii) Two weeks pay for the second and subsequent years or part thereof to a maximum payout of forty-four weeks.

For the purpose of this subclause, "pay" shall mean ordinary pay or average earnings, whichever is higher.

- (j) A severance payment shall not be payable to casual, temporary or fixed-term employees.
- (k) Employee Protection
 - (i) 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.
 - (ii) 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.
 - (iii) 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.
 - (iv) 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.
 - (v) 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 33(a) to 33(j).

- (vi) 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 33(a) to 33(j) hereof will apply.

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

CLAUSE 34 - CONSULTATION

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.

CLAUSE 35 - SUPERANNUATION

- (a) 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.
- (b) 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) 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).

SECTION 6: SAFE CONDITIONS OF WORK

CLAUSE 36 - GENERAL PROVISIONS

- (a) The University shall encourage safe work practices through the establishment of Health and Safety Committees. Safety equipment shall be supplied to all workers to enable them to carry out their duties in a safe manner. It shall be a condition of employment that where the Employer supplies safety equipment it shall be used/worn.
- (b) Electricity-power tools. Where workers use electric appliances or electricity-powered tools on any job the electrical wiring regulations shall apply.
- (c) Explosive tools. No worker shall be permitted to use an explosive tool such as a bolt pistol unless he/she holds a certificate from the Department of Labour that he/she has been instructed in the use and care of the device and is fully qualified to operate it.
- (d) Roof safety. No worker shall be required to work on a roof or roofs which are covered with material of a brittle nature unless and until safety precautions provided in Government regulations covering such work have been taken.
- (e) The Employer shall ensure that when workers are required to handle toxic or hazardous substances they shall:
 - (i) Receive instructions and training in safe handling methods.
 - (ii) Data sheets relating to such toxic or hazardous substances shall be available in each establishment.
- (f) Workers who are substantially employed on arc welding or isocyanate painting shall have a yearly chest x-ray at the expense of the Employer.
- (g) Where portable electric lights, electric drills, and other portable electrical equipment are in use, every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreperson any defect in such equipment which shall not be used again until it has been made safe.
- (h) Suitable screens shall be supplied for electric welding machines and used by operators wherever practicable.
- (i) Cardio Pulmonary Resuscitation: Competent instruction on resuscitation shall be given to all electricians and other appropriate workers during normal working hours. Such instruction shall be arranged by the University on an annual basis.

CLAUSE 37 - PROTECTIVE CLOTHING

- (a) All workers shall be supplied with suitable protective clothing and safety equipment where required. Workers shall take proper care of such clothing and safety equipment, which shall remain the property of the University.
- (b) Any worker issued with suitable protective clothing or safety equipment under clause 37(a) above shall return such issue on being supplied with a replacement, or on the termination of employment, or at such other times as the University may require.

- (c) The University may make a deduction from the salary of any worker, who having received an issue to which clause 37(b) above relates, does not account for it as required. The rate of deduction shall be the cost of the item not accounted for, after due allowance has been made for reasonable fair wear and tear.
- (d) Workers shall be supplied with two pairs of overalls per annum. These overalls shall be of sufficient quality to satisfy safety requirements for the particular work undertaken. Overalls shall be laundered weekly by the University.
- (e) Where a worker who normally wears optical glasses at work the Employer shall, on request, arrange for the worker's lenses to be hardened at the Employer's expense and fitted in a standard safety frame.
- (f) Workers whose duties necessitate the wearing of gumboots shall be provided with a personal issue by the Employer.
- (g) Where the District Medical Officer of Health requires that ear protection shall be worn appropriate protection shall be provided by the Employer and worn by the worker.
- (h) Paint spraying. Workers employed in a room where paint spraying is in progress shall be provided with respirators.
- (i) Cleaning down. Workers engaged on cleaning down where the air is impregnated with dust shall be supplied on request with goggles and/or masks.
- (j) When workers are required to work outside in wet and/or cold weather, waterproof coats, safety gumboots and/or leggings shall be made available, provided that where such work is undertaken on a regular basis, individual protective clothing shall be supplied. An individual swandri-type jacket shall be supplied.
- (k) Where workers are required to work with materials which have in their composition asbestos or other materials considered by the Department of Health to be of a health hazard, the Employer shall supply protective gear as recommended by an inspector of the Department of Health or in the absence of any such recommendation then in accordance with the manufacturer's specifications.

Where it is necessary to handle asbestos or products, the overriding requirements to prevent or contain dust must be observed and action taken under the appropriate regulations, which cover two main areas:

- (i) The prevention of dust formation when handling such products as asbestos pipe and asbestos board.
- (ii) The containment of dust where free asbestos fibre is present, so that it may not be inhaled or deposited on clothing or working environment, or if this is not possible the supply of approved safety clothing and equipment until such time as safe working conditions can be re-established.

The dust collected from these operations must be disposed of in the manner prescribed by the regulations administered by the Labour Department and in co-operation with the local body concerned.

- (l) Workers engaged in spray-coating, other than in a water wash or other spray-coating booths complying with the Labour Department requirements, shall be paid 45.22 cents per hour in addition to the rate prescribed in clause 9 of this Agreement. Such workers shall be supplied by the Employer with suitable overalls and head coverings, which shall be thoroughly washed and cleaned at the Employer's expense. If in constant use the overalls and head coverings shall be washed and cleaned at intervals of not more than one week. When in spray-coating any material is used which is detrimental to health, workers engaged in such spray-coating shall be provided by the Employer with satisfactory respirators, which shall be maintained in an efficient condition. When spraying (otherwise than in a booth) is done within a building, workers who are in close proximity and unavoidably subject to over-spray, shall be provided with masks on request.

(m) **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.

CLAUSE 38 - ACCOMMODATION AND AMENITIES

- (a) The University shall provide suitable washing facilities including hot and cold running water. Where female workers are employed in addition to male workers, separate sanitary accommodation for each sex shall be provided.
- (b) The University shall provide lockable lockers for workers to keep clothes and personal effects.
- (c) There shall be provided a suitable room for the taking of meals at permanent work sites, with a sufficient supply of boiling water.
- (d) The University shall provide reasonable facilities for supplying warmth to workers working in the workshops in cold weather.

CLAUSE 39 - FIRST AID EQUIPMENT

A first aid kit shall be provided in accordance with the Construction Act 1959 and its Regulations and of the Factories and Commercial Premises (First Aid) Regulations 1985 as the case may be. This kit shall be kept in a convenient and accessible place.

Facilities shall be provided for rendering first aid in the case of accident to workers while working outside the Employer's place of business. First aid kits shall be available in each vehicle and at each worksite.

Provisions shall be made for a supply of hot water at short notice.

SECTION 7: HOLIDAYS

CLAUSE 40 - ANNUAL LEAVE

- (a) 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).
- (b) 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. The number of days anticipated shall not normally exceed the amount of accrued leave.

CLAUSE 41 - PUBLIC HOLIDAYS

- (a) The following shall be the recognised holidays, and no deduction from salaries shall be made in respect of them:

New Year's Day, 2nd January, Good Friday, Easter Monday, the Birthday of the Reigning Sovereign, Labour Day, Show Day, Christmas Day, Boxing Day, Waitangi Day, and Anzac Day.
- (b) If any of the recognised holidays provided herein, except Waitangi Day and Anzac Day, fall on a day other than a working day, that day shall be allowed on the next ordinary working day.
- (c) For all time worked on recognised holidays as provided herein or authorised from time to time, the worker concerned, provided this would otherwise be a normal working day, will be paid at T2 ordinary time rates for the actual hours worked and shall be entitled to a day in lieu at some later time. Such leave accrued will be paid at ordinary rates only. If however, the worker concerned, was authorised to work on a recognised holiday, that would not otherwise be a normal working day, then that worker will be paid at T1.5 ordinary time rates for actual hours worked and shall not be entitled to a day in lieu at some later time. Provided that a fitter/boilerman will receive the entitlements of this clause except that payment at T2 ordinary rates will not apply to the first hour of a boiler check, as per clause 19(a).
- (d) Workers in the University's employ at any time during the fortnight ending on the day on which any of the holidays referred to in clause 40(a) hereof occurs, shall be entitled to receive payment for such holidays.
- (e) Where any worker has been employed upon work coming within the scope of this Agreement by more than one Employer during the fortnight ending on the day on which any of the above holidays occurs, he/she shall be entitled to receive proportional payment for the holidays assessed on the basis of one-

tenth of an ordinary day's pay for each holiday for each day employed during that fortnight.

CLAUSE 42 - 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.

CLAUSE 43 - LONG SERVICE LEAVE

- (a) In addition to holidays and annual holidays specified elsewhere in this agreement an employee shall be entitled to 2 weeks long service leave after 10 years continuous service with the University, and to an additional 1 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." 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.

- (b) Long service leave is a leave entitlement, not a basis for a lump sum payment.
- (c) Entitlement to long service leave shall not affect any retirement leave eligibility.

***Note:** Employees covered by the University of Canterbury Maintenance Workers Collective Employment Agreement employed prior to 1 April 1991 shall retain their previous long service leave entitlement.*

SECTION 8: PROVISIONS RELATING TO LEAVE

CLAUSE 44 - SICK LEAVE

- (a) **Sick Leave**

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.

- (b) All sick leave is to be computed in working days.
- (c) 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.

(d) **Schedule of Entitlement**

Length of Service	Aggregate Period for Which Sick Leave on Pay May be Granted During Service
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

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

- (e) 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.
- (f) 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:

- (i) Absent for a whole morning or afternoon - half day's sick leave
- (ii) Absent for less than two hours during the day - no deduction
- (iii) Absent for two hours and up to six hours during the day - half day's sick leave
- (iv) 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 will 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 five days or more and a medical certificate is produced.

(g) **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 day's 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.

(h) **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.

(i) **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.

CLAUSE 45 - BEREAVEMENT/TANGIHANGA LEAVE

- (a) An employee shall be granted special bereavement/tangihanda 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 karange, mihi, karakia, kaumatua, kuia or kaitautoko. This shall include leave to attend hura kohatu (unveilings), kawemate (re-enactment of tangihanga), and maumaharatanga (memorial services).
- (b) Approval for special bereavement leave on pay may be given by the Registrar.
- (c) In granting time off therefore, and for how long, the Registrar must administer these provisions in a culturally sensitive manner taking into account:
- (i) The closeness of the association between the employee and the deceased, which association need not be a blood relationship.
 - (ii) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
 - (iii) The amount of time needed to discharge properly any responsibilities or obligations.
 - (iv) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

- (v) 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.
- (d) If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- (e) 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 45(c)(i-v) inclusive. This provision will not apply if the employee is on leave without pay.
- (f) This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

CLAUSE 46 - 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.

CLAUSE 47 - PARENTAL LEAVE

- (a) Parental Leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses 47(c) to (h) below are intended to reflect the provisions of the Parental Leave and Employment Protection Act.
- (b) 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.

(c) **Entitlement and Eligibility**

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

- (i) In respect of every child born to them or their partner.
- (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
- (iii) 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.

- (iv) 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.
- (v) 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.
- (vi) An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- (vii) 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.

(d) **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.

- (e) A similar position means a position:
 - (i) At the equivalent salary and grading; and
 - (ii) On the same university campus; and
 - (iii) Involving responsibilities broadly comparable to those exercised in their previous position.
- (f) When an employee goes on parental leave the Employer must as first preference:
 - (i) Hold the employee's position open (Note - This includes filling it temporarily); but
 - (ii) 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):
 - (i) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
 - (ii) If this is not possible the Employer may approve one of the following options:
 - (a) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or

- (b) where extended parental leave as provided in clause (a) 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) **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.

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

(i) **Salary Rates**

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

CLAUSE 48 - JURY SERVICE

Where a worker is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the worker's basic daily salary (that is, eight hours' pay) shall be made up by the University upon receipt of a Court Expenses voucher. This difference shall be made up for the duration of the case in respect of each separate period of jury service.

CLAUSE 49 - LEAVE TO ATTEND JOB RELATED COURSES

Where, with the University's prior approval, a worker attends any job related course during working hours, he/she shall be allowed time off without loss of normal pay on producing satisfactory proof of attendance. Where the worker completes the course, the University shall reimburse him/her the cost of tuition, examination fees.

Where, with the University's prior approval, a worker takes tuition leave at his/her own request and terminates his/her employment within six months of having tuition fees or examination fees paid on his/her behalf, such worker shall reimburse the Employer for fees outlaid on a pro rata basis.

CLAUSE 50 – PROFESSIONAL FEES AND REGISTRATION

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

CLAUSE 51 - EMPLOYMENT RELATIONS EDUCATION LEAVE

Attention is drawn to the provisions of Employment Relations Act 2000.

SECTION 9: MISCELLANEOUS PROVISIONS

CLAUSE 52 - RIGHT OF ENTRY AND AUTHORISED REPRESENTATIVE SUBSCRIPTIONS

An authorised representative 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 or works, and there interview any workers, but not so as to interfere unreasonably with the Employer's business.

On request of the authorised representative the Employer shall furnish a list of employee's names, addresses, designations and start dates coming within the scope of this Agreement, but such lists shall not be called for at intervals of less than six months.

Subject to the Wages Protection Act 1983 the University shall deduct, by instalments, to be mutually agreed upon, from the wages of each worker shown on the payroll at the time, the appropriate amount of authorised representative subscription payable by the worker. The University shall remit such dues at mutually acceptable intervals.

CLAUSE 53 - JOB DELEGATE

The University shall recognise the right of the workers to elect an authorised representative endorsed delegate for each of the trades covered by this document. Such delegate shall be permitted reasonable access to a telephone for the purpose of carrying out the business related to the authorised representative or the job and such time as mutually agreed to carry out such business. The authorised representative shall advise the name of each delegate.

CLAUSE 54 - STOPWORK MEETINGS

- (a) During the term of this Agreement, workers shall be entitled to a total four hours' leave without loss of ordinary pay to attend stopwork meetings authorised by the authorised representative, provided that each of the following conditions is fulfilled:
- (i) The authorised representative shall give 14 days' notice of the meeting date and time to the University, or in the case of an on-site meeting, the time shall be agreed with the Employer concerned.
 - (ii) Work shall resume as soon as practicable after the finish of the meeting.
 - (iii) Only workers attending the meeting shall be entitled to payment. The authorised representative shall supply the Employer with a list of members attending and will advise the time the meeting finished.
 - (iv) Sufficient number of workers will be available on site during the meeting to enable other workers to continue normal production.

CLAUSE 55 - 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.

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

CLAUSE 56 - MATERNITY PROTECTION

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.

This includes:

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.

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.

CLAUSE 57 - RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

(a) **Definitions**

- (i) *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.
- (ii) *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.
- (iii) *Dispute* means a dispute about the interpretation, application or operation of an employment agreement.

(b) **Raising a Personal Grievance or other Problem**

- (i) 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.
- (ii) 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.
- (iii) 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.

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 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.

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

(c) **Procedure - All Employment Relationship Problems (including Personal Grievance)**

- (i) 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.
- (ii) If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

CLAUSE 58 - VARIATION

- (a) During the term of this 2009-2012 collective employment agreement either party may, in the second and third quarter 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.
- (b) Clause 58(a) will not be used to renegotiate annual salary increases or the term of this agreement.
- (c) 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.

CLAUSE 59 - EQUAL EMPLOYMENT OPPORTUNITIES

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 A).

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.

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.

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.

CLAUSE 60 – TERMS OF EMPLOYMENT

- (a) Employees are subject to the regulations, instructions and resolutions of the University in the discharge of their duties.
- (b) Employees are responsible to their Director or Manager as appropriate, who is in turn responsible to the Vice-Chancellor.
- (c) The Vice-Chancellor is by statute the employer of all staff and has the ultimate authority over staff.

CLAUSE 61 – TRADES' WORKING PARTY

Delegates from the trades' groups will meet on a monthly basis with the Director of Human Resources or nominee to discuss matters of mutual interest. As prerequisite for such meetings matters to be discussed will be identified one week in advance of the scheduled meeting. Should no matters be raised, the meeting will not take place. The unions acknowledge that any matters requiring FM operational decision-making will be referred to FM management.

CLAUSE 62 – DEFINITIONS

- 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 2080 (for a 1.0 FTE).
- T0.5 means half T1.0 (as calculated in accordance with the above definition).
- T2.0 means T1.0 (as calculated in accordance with the above definition) x 2.
- T1.5 means T1.0 (as calculated in accordance with the above definition) plus T0.5 (as calculated in accordance with the above definition).

SECTION 10: TERM OF AGREEMENT

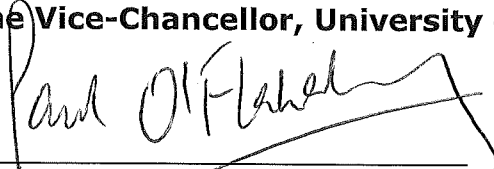
CLAUSE 63 - TERM OF AGREEMENT

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

Schedule of Signatories

The following are parties to the University of Canterbury Maintenance Workers Collective Employment Agreement.

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



Human Resources Director (Paul O'Flaherty)

This 11th day of February 2010

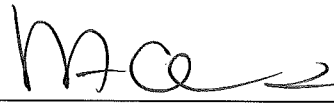
**Signed on behalf of The New Zealand Amalgamated Engineering,
Printing &
Manufacturing Union Inc.**



Ren Angel

This 12 day of February 2010

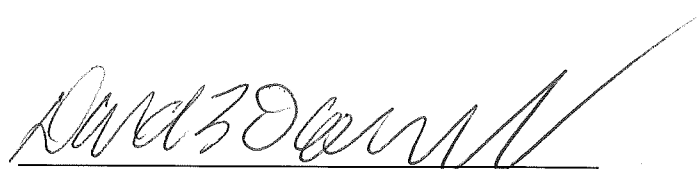
**Signed on behalf of The New Zealand Tertiary Education Union Te Hautū
Kahurangi o Aotearoa Incorporated**



Deputy Secretary (Nanette Cormack)

This 11th day of February 2010

**Signed on behalf of The New Zealand Building Trades Union of Workers
Inc.**



This 12 day of February 2010

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;
 - (b) make that policy (including the equal employment opportunities programme) available to its employees; and
 - (c) ensure its compliance with that policy (including its equal opportunities programme) and report in its 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.