

**TAIRAWHITI RURAL EDUCATION ACTIVITIES
PROGRAMME (REAP) INC.**



COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

01 July 2014 to 30 June 2016

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PART ONE: PARTIES TO AGREEMENT AND TERM

1.1 The following are the proposed terms of settlement, subject to ratification, reached between the Tertiary Education Union Te Hautū Kahurangi o Aotearoa and Tairāwhiti REAP Inc.

1.2 Term

This Agreement will come into force from 01 July 2014 and expire on 30 June 2016.

1.3 Coverage

This individual site Agreement covers all TEU members employed by Tairāwhiti REAP Inc. whose work is covered by the descriptors included in Grades A, B, and C of clause 3.2, and will include all permanent, temporary, casual and part-time staff. This Agreement shall not cover the senior manager.

1.4 Application of Collective Agreement

1.4.1 When a person is appointed to a position where the work to be done comes within the coverage clause of this Agreement the employer will:

- (a) inform the employee that this CA exists and covers the work to be done by the employee; and
- (b) give the employee a copy of the CA; and
- (c) inform the employee that he/she may join the TEU, which is a party to this CA; and
- (d) inform the employee how to contact the TEU; and
- (e) within the first five working days if the employee so requests, the employer will inform the TEU that the employee has accepted employment with the employer.

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

1.5 Variation of Agreement

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

PART TWO: DEFINITIONS

- 2.1 "Administration and Support Worker"
means any person employed in an administration, secretarial or clerical position, or a supervisory position where the primary focus of the position is administrative rather than educational.
- 2.2 "Class contact hour"
in relation to any educator, means a period of one hour spent in classroom instruction or in a learning activity with learner(s) for which the educator is responsible.
- 2.3 "Continuous Service"
means service with any REAP which is unbroken. A break in service for periods of up to three months does not constitute a break in continuous service but such a break shall not be included as continuous time. Accumulated service at the commencement of this Agreement shall be carried forward as service under this Agreement.
- 2.4 "Teacher/Educator"
means any person employed to facilitate learning and includes any person employed in a position which has as its primary focus educational leadership or pastoral care of students.
- 2.5 "Temporary Employee"
means an employee who for genuine operational needs undertakes to work for a specified period of time, or to undertake a defined project or task, or in a relieving position, not exceeding two years.
- Such a position shall be subject to the provisions of s.66 of the Employment Relations Act 2000.
- 2.6 "Full-time employee"
means an employee who undertakes the duties of a position for the normal hours of work.
- 2.7 "Part-time employee"
means an employee who undertakes the duties of a position for less than 30 hours per week and is paid a corresponding proportion of the annual salary.
- 2.8 "Casual employee"
shall mean those employees employed on an hourly as needed basis for a period of two weeks.

PART THREE: REMUNERATION

3.1

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

3.2

- (a) The employer shall appoint employees to a grade using the following criteria:
- (b) The salary ranges and advancement criteria applicable to each grade are as follows:

GRADE A

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

GRADE B

- (i) The position requires a high level of skill, knowledge and ability in the employee's area of competence. The employee, while exercising autonomy in the performance of his/her duties, usually reports to a higher graded position. (ii) Some examples of duties required within this grade are:
 - Programme/project planning, development and delivery (if an educator)
 - Facilitate the planning/development and delivery of programmes/projects
 - Financial responsibilities relative to programme/project budgets
 - Community Development and facilitation of programmes
 - Assisting in the development of policy initiatives
 - Liaison with the wider community on needs within their area of competence.

GRADE C

- (i) This is a senior position within Tairāwhiti REAP. The employee provides a leadership role within their area of competence and may involve liaison with the broader community, regional and national on broader and more complex issues encompassed within their area of competence.
- (ii) Some examples of duties required within this grade are:

- Project Management/leadership in their specialist area, e.g. SKIP/GATE
- Community development
- Responsibility for supervising and overseeing staff
- Involvement at a regional and/or national level
- Developing, coordinating and recommending policy initiatives to the Board
- Curriculum and course development (if an educator)
- Responsibility for financial/payroll & human resource systems

Grade	Salary Range	Maximum advancement under sub clause 3.4.3 below
A	1	10
B	5	20
C	10	28

3.3 Starting Salaries

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

3.4 Progression within a Grade

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

3.4.2 Employees shall be reviewed in accordance with sub clauses 3.4.3 and 3.4.4 by the first working day of March, with effect from 01 March each year; provided that in the case of new employees commencing less than six months prior to that date, such review shall be effective from 01 March falling after the completion of 12 months' service.

3.4.3 Where the employee is appointed at no higher than the midway step of the grade pertaining to that position and such appointment is below step 17 on the scale provided in clause 3.1 above, the employee shall on completion of each year of service on a step of the grade by paid salary for the next high step of the grade:

(a) dependent on competent performance as attested by the manager of Tairāwhiti REAP.

(b) until the midway step of the scale pertaining to the position has been reached, or the increase would result in a fulltime equivalent salary in excess of Step 17 (see clause 3.2 above).

3.4.4 Where the employee is appointed above the midway step and/or the employee has, under sub clause 3.4.3 reached the midway step, or has attained the salary applicable to step 17 on the scale provided in clause

3.1 hereof, further progression shall be subject to application of the criteria below and or others decided upon in consultation with the employee, not less than once a year:

Consistent performance in all areas set out below:

- particular skills and on-the-job experience
- effectiveness
- achievements as measured against the goals of the position described in the job description
- contributions to the achievement of the stated aims of the work unit including the specific requirements of the job description
- Responsibilities being undertaken.

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

3.4.5 The parties agree that salary progressions above and/or beyond the midway step in sub-clauses 3.4.3 and 3.4.4 shall not be automatic. Where the employer fails to attest to the employee's competence under sub clause 3.4.3 or to carry out an annual review under sub clause 3.4.4 the employee shall automatically progress to the next higher step on the scale backdated to the due date.

(Note: It shall be the responsibility of the employer and the employee to draw to the attention of the other, the imminence of the review date).

3.5 Regrading

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

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

3.6 Part-time rates of pay

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

3.7 Hourly rates of pay

Where an employee has been employed as a part-time worker on an hourly rate such rate shall be set in accordance with the principle that their salary range should be comparable to those doing similar work within Tairāwhiti REAP.

The hourly rate is derived by dividing the fulltime rate by 1950, except where an employee is employed as a teacher/educator for an hour of class contact when there shall be an additional amount of paid work credited of 0.5 of an hour for each class contact hour.

At the conclusion of their employment, or when annual leave is due employees shall be paid any holiday pay to which they are entitled.

3.8 Payment of Salary

- 3.8.1 (a) The salaries of employees shall be paid fortnightly.
- (b) Payment shall be made either by cheque and/or by lodgement to an employee's current bank account, at the option of the employee.
- (c) Payment for the holiday periods may be paid in advance by agreement.
- (d) A payslip setting out an explanation shall be provided to each employee whenever there is a variation to their pay.
- 3.8.2 Employees shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from periods of leave without pay) subject to the following conditions:
- (a) Payment includes all public holidays, leave periods and intervening weekends as appropriate.
- (b) On resignation or retirement an employee shall receive all salary due.

PART FOUR: ALLOWANCES

Employees shall be entitled to claim reimbursement of actual and reasonable costs from the Tairāwhiti REAP on supply of receipts for costs which they incur when required to travel away from home in the course of carrying out their employment responsibilities and where the Tairāwhiti REAP has not already met the costs. The costs below should be used as a guide.

Costs are likely to include meals, incidentals, travel, accommodation and parking meter fees.

4.1 Motor Vehicle Allowance

Employees required to use their own vehicles for official business shall be reimbursed at the rate provided by the Inland Revenue Department provided they have the employer's prior approval for such use. Official business is defined as an activity related to the particular REAP's educational programme and/or administrative requirements.

4.2 Tea, Sugar and Milk

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

4.3 Higher - Special Duties Allowances

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

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

4.4 Travelling Allowance

4.4.1 An employee required to travel within New Zealand on official business shall be reimbursed as follows:

(a) Accommodation

employees may claim reimbursement of their accommodation on an actual and reasonable basis as pre-approved by the employer where practicable.

(b) Meals

An employee shall be paid a standard travelling allowance meal rate to cover meal costs or, with the agreement of the employee, shall be reimbursed expenses incurred on an actual and reasonable basis. Where a meal allowance is to be paid the following rates shall apply:

Either:

Standard	From 01/07/2014 to 30/06/2015	From 01/07/2015 to 30/06/2016
For each full 24 hour period	\$82.29	+ CPI as at 30 June 2015
For additional periods of less than 24 hours but more than 10 hours	\$82.29	+ CPI as at 30 June 2015
For additional periods of less than 10 hours	\$37.74	+ CPI as at 30 June 2015
Accommodation per night	Actual and reasonable	Actual and reasonable

Or:

Reduced (staying privately)	From 01/07/2014 to 30/06/2015	From 01/07/2015 to 30/06/2016
For each full 24 hour period	\$41.12	+ CPI as at 30 June 2015
For additional periods of less than 24 hours but more than 10 hours	\$41.12	+ CPI as at 30 June 2015
For additional periods of less than 10 hours	\$17.38	+ CPI as at 30 June 2015
Accommodation per night	\$41.12	+ CPI as at 30 June 2015

- 4.4.2 Employees who leave and return to headquarters on the same day are paid actual and reasonable expenses.
- 4.4.3 Employees travelling on official business who stay privately may claim the reduced allowance for accommodation and meals.

4.5 Transfer Expenses

- 4.5.1 Where a REAP proposes to change its base or an employee is directed to move to another location out of the local area for purposes of work and training, the employee shall be paid actual and reasonable costs of relocation should she/he elect to move within 12 months of the relocation as pre-approved by the employer.
- 4.5.2 In any case other than that specified in sub clause 4.5.1, a payment towards relocation expenses may, at the employer's discretion, be made at the time of making the appointment. The level of the payment shall be set by agreement.

4.6 Meal Allowance

Where an employee is required by the employer to perform duties in excess of eight hours continuously (meal break excluded) and in so doing the work period completely spans two meal breaks (as defined in this clause), the employee shall be paid one meal allowance according to the table below. The standard meal breaks shall be breakfast, lunch and dinner. For the purposes of this clause breakfast shall mean 7.00am – 9.00am, lunch shall mean 12 noon – 2.00pm, and dinner 5.00pm – 7.00pm

From 01/07/2014 to 30/06/2015	\$17.00
From 01/07/2015 to 30/06/2016	\$17.00 +CPI as at 30 June 2015

4.7 Reimbursements

Where personal clothing or property relative to the job is lost or damaged in the course of duty, reimbursement either in part or full will be made upon written application.

Where an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where the situation is such that the employee cannot make alternative arrangements for the care of his/her dependants without incurring extra expenses. Such approval shall not be unreasonably withheld.

4.8 Maternity Grant

A maternity grant is designed to apply to employees who genuinely intend to return to work at the end of maternity leave.

4.8.1 A Maternity grant shall be payable to an employee who is entitled to maternity leave (as specified in sub clause 4.8) and shall be payable at the time of birth.

4.8.2 The amount of the grant shall be calculated on the basis of six weeks' full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the employee was granted leave of absence.

4.8.3 The full maternity grant equivalent to six weeks' salary as in sub clause 4.8.2 above shall be payable. Receipt of salary shall not affect the payment of the full grant.

4.8.4 This grant is not available to employees who are employed to deliver contestable funding agreements.

4.9 Field Allowance

A field allowance shall be payable according to the table below when employees are required to attend an official field programme where this involves the

employees being absent from their headquarters for more than one complete day. It is envisaged that this allowance will be payable when the travelling allowance as provided in clause 4.4 is not appropriate (e.g. roughing it). However employees in receipt of a field allowance shall also be paid the incidentals allowance.

From 01/07/2014 to 30/06/2015	From 01/07/2015 to 30/06/2016
\$18.84	+ CPI as at 30 June 2015

4.10 Health Insurance

The employer agrees to meet up to \$300.00 per annum, pro rated for part time employees, of the cost of an approved medical insurance scheme, on receipt of an appropriate invoice.

PART FIVE: LEAVE

5.1 Public and Organisation Holidays

The following days shall be observed as whole holidays, in addition to annual leave and, where appropriate, educator discretionary time where they fall on a day when an employee would otherwise be working.

New Year's Day

The day after New Year's Day

Christmas Day

Boxing Day

Good Friday

Easter Monday

Tuesday following Easter (organisational holiday)

Anzac Day (when this day falls on a day when the REAP would normally be open)

The Sovereign's birthday observance

Waitangi Day (when this day falls on a day when the Tairāwhiti REAP would normally be open)

Anniversary Day

Labour Day

5.1.1 Provision of a Day in Lieu for Working on a Public Holiday

Where an employee is required by the employer to work on a public holiday listed in clause 5.1 above, and the public holiday falls on an otherwise working day for the employee, the employee will be paid their salary (as per clause 3.8.2) plus half that amount again for the hours worked on the day, and will be granted a whole day's holiday on pay in lieu of the holiday which the employee works. The day in lieu will constitute one of the 11 whole public holidays recognised in clause 5.1 above, and the day shall cease to be recognised as a public holiday. This will constitute an agreement pursuant to the Holidays Act 2003.

5.2 Annual Leave

5.2.1 Annual Leave

Subject to sub clauses (a) to (d) below employees shall be entitled to five weeks' annual leave in each year.

a) The employee shall not without the written consent of the employer be entitled to carry forward any annual holiday entitlement not taken in the year in which it is accrued.

b) All employees with five years or more service will be entitled to 5 days long service leave (pro-rated for part time staff) on the fifth anniversary of their work with a Tairāwhiti REAP. This long service leave will be available after every five years of service, (i.e. in the 6th, 11th and 16th year). This long service leave must be taken within the year it falls due. This clause has a commencement date of 01 July 2001.

- c) An employee with over 20 years' continuous service may anticipate one year's annual entitlement; and in any case an employee may be permitted to anticipate up to half the annual leave entitlement due, subject in both cases to refund on resignation if necessary. An employee in their first year of service may be granted anticipated leave proportionate to their length of service.
- d) If the parties cannot agree when annual leave will be taken the employer may direct the employee to take annual leave on 14 days' notice, but as far as practicable the employee's wishes in the matter are to be considered. In the event that agreement cannot be reached the employee will be provided with a default leave plan by 31 March each year.
- e) In addition to the above annual holidays, the employee shall be entitled to one additional day as a holiday, to be treated as part of the employee's annual holiday entitlement.

5.3 General

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

5.4 Professional Development Time

Subject to the following conditions (sub clauses 5.5.1 – 5.5.4), Tairāwhiti REAP employees shall be entitled to 10 working days on full pay for professional development purposes during each 12 month period they are employed. Part-time staff who work less than five days per week shall be entitled to professional development time on a pro-rata basis.

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

5.5 Sick Leave

- 5.5.1 Employees shall be entitled to up to 10 days' paid sick leave during each complete year of service. An employee cannot take any portion of sick leave entitlement over and above five days within the first six months of employment.
- 5.5.2 Notwithstanding clause 5.5.1, part-time staff who work less than five days per week, shall receive sick leave on a pro-rata basis provided that no employee shall receive less than five days sick leave per annum.
- 5.5.3 Employees in their first year of employment with Tairāwhiti REAP are entitled to anticipate up to one year's sick leave entitlement in advance, provided that usage does not exceed entitlement by the end of the third year. Anticipation of sick leave in excess of this entitlement shall be at the discretion of the employer.
- 5.5.4 Unused sick leave may be accumulated without restriction by carrying forward any unused entitlement from previous allocations.
- 5.5.5 The employer may require the employee to produce a medical certificate when a period of sick leave exceeds three days or in cases where employees are taking sick leave of less than three days on a regular basis.
- 5.5.6 With respect to incapacity resulting from a work accident as defined by the Injury Prevention, Rehabilitation and Compensation Act 2001, the first week of incapacity shall be paid in accordance with the Act by the employer and shall not be regarded as part of the sick leave entitlement of this Agreement.
- 5.5.7 The employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must be absent from work to attend to a member of the household who through illness becomes dependent on the employee. Members of the household may include the employee's family or household. The production of a medical certificate or other evidence of illness may be required.

5.5.8 The employee may elect to offset any shortfall between any ACC income protection payments received and their ordinary wage by utilisation of their paid sick leave entitlements.

5.6 Leave for Family Reasons

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

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

This provision shall be administered having due regard to the cultural needs of employees.

Approval shall not be unreasonably withheld.

5.7 Parental Leave

5.7.1 The Parental Leave and Employment Protection Act (Paid Parental Leave) Amendment Act 2002 shall entitle employees to up to 14 weeks of parental leave payments out of public money when they take parental leave from their employment in respect of a child. The Parental Leave and Employment Protection Act (1987) shall apply to employees covered by this Agreement who are due to become parents either by birth, or adoption of a child not more than five years old.

5.7.2 This Act provides an entitlement to unpaid (other than in terms of (a) above) parental leave (being comprised of maternity leave of up to 14 weeks, special leave of up to 10 days, paternity leave of up to two weeks and extended leave of up to 52 weeks maximum inclusive of maternity leave (which may be shared between spouses)) provided the employee:

- (a) has been employed by Tairāwhiti REAP for at least 12 months before the expected delivery date or adoption; and
- (b) has worked at least 10 hours a week during that time; and
- (c) has not taken parental leave within the past 12 months, and
- (d) has correctly made application in writing, stating the date on which leave is to begin and how long it is to last; and
- (e) such application is submitted no later than three months prior to the expected delivery or adoption date.
- (f) Furthermore, that in the case of pregnancy, female employees do submit a certificate from a registered medical practitioner certifying pregnancy and stating the expected delivery date.

5.7.3 This Act further provides that within 21 days of receiving an application for parental leave from an employee, the employer must advise the employee:

- (a) whether the employee is entitled to take leave; and
- (b) whether the employee's position can be kept open; and
- (c) what the employee's rights are under the Act.

- 5.7.4 The Act further provides that an employee whose job is kept open must give the employer, at least 21 days written notice before the end of parental leave, stating whether the employee intends to return to work from parental leave.

NOTE: This is provided to clarify entitlements under the Act and is not intended to replace any provisions of the Act.

Further information can be obtained from the Ministry of Business, Innovation and Employment on 0800 20 90 20, www.dol.govt.nz

- 5.7.5 An employer will make every reasonable effort to place an employee returning from parental leave in the same or similar position to that occupied at the time of commencing maternity leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance. Where there is no such position available the provisions of clause 7.8 shall apply.

5.8 Bereavement/Tangihanga Leave

- 5.8.1 An employer shall approve special bereavement/tangihanga leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a tangihanga, or its equivalent.

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

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

5.9 Special Leave

Special leave of absence with or without pay may be granted to an employee at the employer's discretion. Leave will not be unreasonably withheld. A guide to

the type of activity which would constitute a valid use of special leave is attached in schedule one.

5.10 The Leave Year for all Employees

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

5.11 Leave Plans

All employees shall be advised of any accrued leave due at any time upon request. The employee shall submit a leave plan by 15 February of each year to enable genuine negotiation of leave plans for the next current calendar year. The leave plan shall be approved and apply from 01 January each year. An indication of anticipated leave for January of the following year shall be included.

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

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

PART SIX: HOURS OF WORK

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

6.1.1 The normal hours of work shall be 37.5 hours in any week to be worked on consecutive days between Monday and Friday.

6.1.2 Weekends will be worked by mutual agreement.

6.1.3 The employer will ensure that all employees are allocated a workload that is equitable, reasonable and safe and which has regard to the "outside of work" commitments of employees. In applying the provisions of this sub clause to teacher/educator employees the employer shall ensure that no employee shall be required to teach more class contact hours than teachers doing similar work elsewhere in the education sector.

6.1.4 Normal hours of work on any one day shall be performed between 8.00 am and 7.00 pm.

6.1.5 The parties acknowledge that from time to time teacher/educators may need to work outside the hours outlined in this Agreement.

6.2 Breaks

6.2.1 After a maximum period of five hours of work there shall be a meal break of between 30 minutes and one hour (the length of time to be agreed with the employer). The timing of the break may be altered by agreement provided no longer than five hours is worked. This break is unpaid. A 15 minute tea break shall be provided within each five hour period for the equivalent of morning or afternoon tea.

6.2.2 Employees will not be required to commence work until they have had a break of at least nine continuous hours after the end of the previous day's work.

6.2.3 The employer shall provide adequate facilities necessary to enable mothers in their employment to balance breastfeeding/breastmilk expression with their work. Unpaid breaks will be negotiated between the employee and the employer to allow this to occur.

6.3 Time in Lieu

6.3.1 Where an employee works in excess of their normal hours of work, (Monday - Friday) such extra hours of work shall be recognised by the provision of time in lieu on the basis of one hour for each additional hour worked

- 6.3.2 All time in lieu must be approved by the employee's manager prior to the liability being incurred, except where it is not practical to obtain prior consent
- 6.3.3 Time off in lieu shall be taken at a time mutually agreeable to the employer and the employee but no later than 6 weeks after the liability has been incurred. The employer shall allow time in lieu to be taken within this period. Time not taken in that period MAY be forfeited unless otherwise agreed between the employer and the employee.

PART SEVEN: APPOINTMENTS

7.1 Categories of Appointment

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

7.2 Employment Policy

Tairāwhiti REAP shall establish an employment policy covering recruitment procedures. Such policy shall provide for internal notification of all vacant positions in Tairāwhiti REAP.

7.3 Equal Employment Opportunities

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

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

7.4 Probationary Period

7.4.1 Every employee appointed for the first time to a permanent position shall serve a probationary period of one year in that position.

7.4.2 Notwithstanding sub clause 7.4.1 the employer may extend the probation period for up to one further year if she/he thinks fit.

7.4.3 For the purpose of this clause, continuous service on a temporary basis immediately prior to the appointment, shall be credited toward the probationary period.

7.4.4 The employer may, during any such probationary period, terminate the appointment of the employee so appointed by giving that employee one month's notice in writing, of his/her intention to terminate the appointment.

7.4.5 In the course of the probationary period the employer shall provide the employee with training and support adequate to enable them to perform their job competently.

7.4.6 Where an employee fails to meet the required standard, the employer shall counsel the employee identifying those areas where the employee is failing to meet the standards and discussing options for improvement.

Where the employee still continues to fail this fact shall be conveyed to the employee in writing advising him/her of the consequences should no improvement be forthcoming. If still no improvement, the provisions of clause 7.4.4 and/or 7.6 may apply.

- 7.4.7 At the end of the first six months of the probationary period (excluding any period of service credited to the probationary period under sub clause 7.4.3 above), the employer shall give the employee a written report on his/her performance.
- 7.4.8 At the end of the probationary period the employer shall terminate or confirm the appointment in writing.

7.5 Termination of Employment

- 7.5.1 Employees, other than those appointed on a casual or temporary basis shall be given one month's notice of termination of employment. This provision shall not apply in the event of a surplus staffing situation when the provisions of clause 7.8 shall apply.
- 7.5.2 The employment of an employee on a casual or temporary basis may be terminated with two weeks' notice by either party.
- 7.5.3 In addition to the provisions of 7.5.2 above, the employment of an employee employed on a temporary basis may be terminated at the end of the specified period of employment, provided that the genuine operational requirements that led to the making of the temporary appointment are still valid. A temporary agreement may be extended for genuine operational requirements.
- 7.5.4 Nothing in this clause shall remove from the employer his/her obligation to observe the principles set out in clause 7.6 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- 7.5.5 Notwithstanding the above any employee may be peremptorily dismissed for serious misconduct.
- 7.5.6 An employee appointed on a permanent or temporary basis shall give at least one month's written notice of resignation.

7.6 Disciplinary Procedures for Employees

- 7.6.1 Principles to be observed

In any disciplinary action the following principles shall be observed:

- (a) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.

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

7.6.2 Suspension of Employees

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

7.7 Restructuring (see also S.69E of ERA 2000)

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

The employer will consult with TEU and the affected employees about the proposal, including consultation on the process itself and the timeframe. The consultation timeframe will be 20 working days unless otherwise agreed.

7.8 Surplus Staffing

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

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

- (a) Immediately prior to termination he/she is employed as a casual worker on an hourly rate;
- (b) She/he has come to the conclusion of a temporary agreement made in terms of sub clause 2.5.
- (c) She/he is offered alternative employment within the Tairāwhiti REAP in a position directly comparable to that currently held or such other position agreeable to the employee and within his/her skills and capabilities at not less favourable terms and conditions, or such other condition acceptable to the employee concerned;
- (d) In the event that the business or any part of the business of the Tairāwhiti REAP is sold or otherwise transferred to another employer and the affected employee is offered employment with that employer on the same or not less favourable terms and conditions.

- 7.8.3 Procedure if a redundancy situation arises.
- (a) The Tairāwhiti REAP shall notify both the employee(s) who may be affected by a potential redundancy situation and TEU as soon as the situation is identified. Following this notification there shall be a consultative period during which the parties shall discuss the situation and possible solutions. Such discussion shall take into account the interests of those affected and the continued viability of the Tairāwhiti REAP.
 - (b) In discussing a redundancy situation, the parties recognise the serious consequences that the loss of permanent employment can have on the employee, recognise that making staff redundant is a last resort, and will accordingly use all other options available to avoid redundancy.
 - (c) Following the consultative process described in sub clause 7.8.3(a) above and in the event that the employer declares the employee redundant, the employee shall receive at least two month's notice of termination or, at the Tairāwhiti REAP's discretion, pay in lieu thereof.
 - (d) In the event the employee finds alternative employment or for any other reason wishes to leave the Tairāwhiti REAP after the giving of notice but prior to the specified termination date, the full redundancy entitlement shall be paid but the balance of the notice period shall be without pay.
- 7.8.4 Redundancy payments shall be calculated on the following basis for all Tairāwhiti REAP employees with the exception of those employees who are employed to deliver contracts outside of the core MOE and TEC funding agreements and where funding is provided on a fixed term basis for two years or less. These employees will be considered on a case by case basis.
- (a) Four weeks' pay for the first year of service; and,
 - (b) Two weeks' pay for each subsequent year of service, to a maximum of 19 years.
 - (c) Incomplete years of service shall be paid on a pro-rata basis.
 - (d) The calculation shall be based on the employee's average weekly earnings in the 12 months preceding the date of termination, or the employees ordinary weekly earnings immediately prior to the redundancy whichever is the greater.
- 7.8.5 Rights of redundant employees.
- (a) Tairāwhiti REAP shall give a surplus employee reasonable time off to attend interviews for alternate employment subject to the operational requirements of Tairāwhiti REAP.
 - (b) Tairāwhiti REAP shall supply to all surplus employees a letter of reference.
 - (c) Counselling, life and career planning shall be available to the employee up to the sum of \$500 payable on receipt of an appropriate invoice.

7.9 Employees on Leave

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

7.10 Preservation of Conditions of Employment in Merger or Transfer/ Employee Protection

Where an employee's employment is being terminated by Tairāwhiti REAP by reason only of the sale or transfer of the whole or part of the Tairāwhiti REAP, the employer shall pay compensation to the employee for redundancy, UNLESS all of the following conditions are met:

- 7.10.1 The person or organisation acquiring Tairāwhiti REAP, or the part being sold or transferred:
- a) has offered the employee employment in the organisation, or the part being sold or transferred; AND
 - b) has agreed to treat service with Tairāwhiti REAP as it were continuous service with that person or organisation; AND
- 7.10.2 the conditions of employment being offered to the employee by the person or organisation acquiring Tairāwhiti REAP, or the part being sold or transferred are the same as, or no less favourable than the employee's conditions of employment, including:
- a) any service related and redundancy conditions; AND
 - b) any conditions relating to superannuation under the employment being terminated; AND
- 7.10.3 the offer of employment by the person or organisation acquiring the business, or the part being sold or transferred, is an offer to employ the employee in that business either:
- a) in the same position as that in which the employee was employed; or
 - b) in a position the employee is willing to accept.

PART EIGHT: PROCEDURES FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

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

- 8.1** Employment relationship problems include:
- (a) A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
 - (b) A dispute (about the interpretation, application or operation of an employment agreement).
 - (c) Any other problem relating to or arising out of your employment relationship with Tairāwhiti REAP except matters relating to the fixing of new terms and conditions of employment.
 - (d) At any stage an employee is entitled to have a representative working on their behalf and Tairāwhiti REAP will work with the employee and that person to try to resolve the problem. You may for example choose: TEU, or a support person and you may seek free information from the Department of Labour on how they provide assistance. Tairāwhiti REAP can also choose to have a representative working on their behalf.
- 8.2** If you believe there is a problem with your employment relationship with Tairāwhiti REAP you should tell your manager, either personally or through TEU as soon as possible:
- (a) that this is a problem; and
 - (b) the nature of the problem; and
 - (c) what you want done about the problem.
- 8.3** If for any reason you feel unable to raise the matter with you manager, other suggested contacts are:
- (a) Chairperson of the Tairāwhiti REAP Board
 - (b) Members of the Tairāwhiti REAP Board
- 8.4** In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
- 8.5** The employer will try to resolve the matter through discussion with you and/or TEU.

- 8.6** If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Department of Labour, which may provide mediation services.
- 8.7** If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
- 8.8** In certain circumstances the decision of the Employment Relations Authority may be appealed by you or Tairāwhiti REAP to the Employment Court.

PART NINE: MISCELLANEOUS

9.1 Inadvertent Omission

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

9.2 Act to Prevail

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

9.3 Union Fee Deductions

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

9.4 Access to Premises

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

9.5 Safety and Good Health

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

9.5.2 The terms of the Labour Department "Code of Practice" for Visual Display Units" are endorsed by the parties to this Agreement insofar as they represent a guide to sound practice in the way in which VDUs are positioned and operated.

9.6 Superannuation

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

9.7 Consultation

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

PART TEN: SIGNATORIES

For and on behalf of the employer party to this Agreement as specified in clause 1.1

Signature
Tairawhiti REAP

Date

For and on behalf of the employee parties to this Agreement as specified in clauses 1.3 and 1.4 who are employed by the parties specified in clause 1.1 of this Agreement.

Signature Nanette Cormack – Deputy Secretary
Tertiary Education Union -Te Hautū Kahurangi o Aotearoa

Date

SCHEDULE ONE: SPECIAL LEAVE ACTIVITY GUIDE
(CLAUSE 5.9)

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

SCHEDULE TWO: ADVERSE WEATHER CONDITIONS GUIDELINES

This schedule aims to provide a standard practice norm. These guidelines in no way detract from any provision in legislation or contractual agreement.

In the event of adverse weather conditions (such as snow, ice or floods) it is expected that the REAP will remain open and staff are expected to undertake all reasonable and safe steps to attend and work. It is expected that any staff member who is prevented by adverse weather conditions from getting to work or who will be significantly delayed, will, in all cases, phone their Manager at the earliest opportunity to explain their absence.

1. Staff who are unable to attend work because public transport is not operating, and they are not able to walk (because the distance is unreasonable) or drive (because the roads are impassable), will not have a deduction taken from their annual leave;
2. Staff are expected to come to work as soon as conditions permit (for example, once buses are operating after snow), otherwise the day should be treated as an annual leave day or as leave without pay;
3. Staff who do not attend work, in a situation where the Manager assesses that they could reasonably have done so, albeit later than normal, will take the day as annual leave or leave without pay;
4. Staff who are at work and feel that they live in a location where it may be difficult to get home if the weather deteriorates, may leave work with the agreement of their Manager without any deduction of annual leave;
5. Staff who have dependants who must be cared for, and where that situation has arisen because of adverse weather conditions, may take domestic leave, this being a debit against their sick leave;

If a dependant child's school opens late, the staff member will be expected to arrive at work as soon as practicable after school starts and no leave deduction will be made.

In the case where an employee proposes working from home, or from another office base, agreement must be reached in consultation with his/her manager.

Among the key factors for Managers to consider in determining whether staff absences are appropriate are:

- is it safe to get to work?
- are the roads closed?
- are the buses running?
- are primary schools closed/closing?

SCHEDULE THREE: SALARY SCALES

	1-Jul-13	1-Jul-14	1-Jul-15
Salary	2.50%	2.00%	+ CPI as at 30/06/2015
Step			
28	\$82,534.27	\$84,184.96	
27	\$80,645.15	\$82,258.05	
26	\$78,758.73	\$80,333.90	
25	\$76,870.96	\$78,408.38	
24	\$74,985.85	\$76,485.57	
23	\$73,100.75	\$74,562.77	
22	\$71,212.98	\$72,637.24	
21	\$69,327.88	\$70,714.44	
20	\$67,440.10	\$68,788.90	
19	\$65,553.68	\$66,864.75	
18	\$63,669.91	\$64,943.31	
17	\$61,782.13	\$63,017.77	
16	\$59,894.36	\$61,092.25	
15	\$58,007.93	\$59,168.09	
14	\$56,122.82	\$57,245.28	
13	\$54,236.39	\$55,321.12	
12	\$52,349.95	\$53,396.95	
11	\$50,463.52	\$51,472.79	
10	\$48,575.74	\$49,547.25	
9	\$46,689.30	\$47,623.09	
8	\$44,802.86	\$45,698.92	
7	\$42,915.09	\$43,773.39	
6	\$41,030.01	\$41,850.61	
5	\$39,143.56	\$39,926.43	
4	\$37,258.45	\$38,003.62	
3	\$35,372.03	\$36,079.47	
2	\$33,482.90	\$34,152.56	
1	\$31,597.82	\$32,229.78	