



The University of Auckland

&

NZEI Te Riu Roa

Professional Learning and Development
Facilitator and Reading Recovery Tutor
Collective Agreement

1 September 2017 – 31 August 2019

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1. General

This agreement is made pursuant to the Employment Relations Act 2000.

1.1. Coverage of Agreement

The parties to this agreement are the Vice Chancellor, The University of Auckland and the NZEI: Te Rui Roa.

This agreement shall apply to and bind

- a) The parties
- b) Professional Learning and Development Facilitators employed by the University of Auckland whose primary function is to provide research based professional learning and development to teachers and school leaders in primary and secondary schools in New Zealand who are NZEI members
- c) Reading Recovery Tutors employed by the University of Auckland who are NZEI members
- d) New and other employees who join NZEI during the term of this agreement and are covered by b) or c) above.

This agreement shall form the minimum terms and conditions of employment for employees covered by this agreement. Nothing in this agreement shall prevent the employer from providing more favourable term(s) and condition(s) than those prescribed in this agreement by way of Personal to Holder letter.

1.2. Variations of Agreement

The parties to this agreement may agree to vary any or all of its provisions during the term of this agreement subject to the NZEI ratification process. Any agreed variation will be recorded in writing and signed by the University and NZEI.

1.3. Term of Agreement

This agreement shall come into force on 1 September 2017 and shall expire on 31 August 2019.

2. Terms of Employment

2.1. Definitions

Full time Employee: An employee working for the full hours defined in the agreement.

Part time Employee: An employee working for less than the full hours defined in the agreement. Part time employees receive the entitlements of this agreement on a pro-rata basis.

Permanent Employee: A full time or part time employee working on a continuing basis.

Fixed Term or Temporary Employee: An employee engaged on a full time or part time basis as per section 66 of the Employment Relations Act.

2.2. General Obligations

During the term of employment, the employee will agree to:

Perform their duties skillfully, competently, professionally and diligently at all times;

Deal with the Employer constructively, honestly and in good faith at all times;

Comply with all statutes, procedures and policies set, and amended, by the Employer from time to time;

Comply with all lawful and reasonable instructions from the Employer;



Act at all times in a manner that promotes the University's reputation and interests;
Not do anything that could bring the University into disrepute;
Maintain high standards of conduct and integrity at all times.

2.3. Policies

The University of Auckland has standard staff policies and procedures. Employees employed under this contract must comply with these at all times. The University reserves the right to introduce new policies or amend all or any of the policies from time to time following appropriate consultation with and on reasonable notice to NZEI and employees.

2.4. Abandonment of Employment

When an employee is absent from work for five (5) consecutive working days without proper notification to the Employer, the employee will be deemed to have abandoned and terminated employment without notice. The Employer will make reasonable efforts to contact the employee during the period of absence. Where an employee was unable through no fault of that employee to notify the employer, employment will not be deemed to have been abandoned.

2.5. Superannuation

University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that scheme.

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 the scheme.

2.6. Hours of Work

Employees shall work such hours as may be reasonably required to properly fulfil workload requirements. The normal hours of work should, as far as practicable, not exceed an average 40 hours a week

3. Workload

Where the employee(s) is/are concerned about the allocation of workload by their manager, the employee(s) may discuss this with the Director Professional Learning and Development with the objective of ensuring fairness and equity of workload. The decision of the Director Professional Learning and Development will be final.

4. Allowances

4.1 Special Duties Allowance

An employee required by the employer to undertake a period of special duties, or to temporarily act in the capacity of a higher salaried employee, where there are increased duties and responsibilities, shall be reimbursed by the employer at a higher level of remuneration commensurate with such increased duties and responsibilities to be agreed with the employee.

The agreed allowance shall apply from the day the agreed special duties or temporary acting appointment commences and will end on cessation of special duties.

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4.2 Travelling on University Business in New Zealand

Employees travelling on University business which has been approved by the employer will be reimbursed actual and reasonable expenses upon presentation of receipts.

4.3 Motor Vehicle Expenses

Where a pool vehicle is not available, the employer may require an employee to use their own vehicle for official business. Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance the equivalent of the standard Inland Revenue Department rates for work related kms.

5. Remuneration

5.1 Salary Scale

	1 Sept 2017 plus 1.2%		1 February 2018	1 February 2019
	min	max		
Band 4	\$97,142	-	TBA	TBA
Band 3	\$89,491	\$95,235	TBA	TBA
Band 2	\$82,862	\$88,192	TBA	TBA
Band 1	\$71,590	\$80,731	TBA	TBA

5.2 Appointment Levels

Employees shall be appointed into and within a band taking into account experience, qualifications, responsibilities and/or leadership roles, internal relativities and the ease or difficulty in recruiting the specific skills, experience and qualifications of the employee.

5.3 Movement within Bands

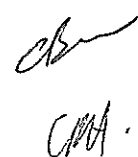
The employer shall review annually the development, performance and salary of the employee as per EVOLVE performance appraisal process. Such review shall have regard to the duties of the employee and shall comply with any relevant policies.

5.4 Promotion between Bands

Applications for promotion between bands will be considered on the criteria established by the Faculty. The Director Professional Learning and Development will be asked to report on the employee's performance, achievements and contribution and may consult with appropriate persons including with Human Resources in relation to internal relativities and the ease or difficulty in recruiting and retaining the specific skills, experience and qualifications of the employee. The Dean will make the final decision.

6. Professional Development

Professional Development will be available to Professional Learning and Development Facilitators in accordance with the Professional Staff Career and Professional Development policy and procedures.



7. Holidays and Leave

7.1. Public Holidays

The following days shall be observed as public holidays:

- New Year's Day
- The Day after New Year's Day Waitangi Day
- Anzac Day Good Friday Easter Monday
- Sovereign's Birthday Labour Day
- Auckland Anniversary Day Christmas Day
- Boxing Day

Where permanent or fixed term employees are required to work on a day on which a public holiday is legally observed, in addition to their normal pay they shall be paid T1 for all hours actually worked and shall be allowed a paid day off in lieu.

7.2. Annual Leave

Annual leave of five weeks per annum shall be allowed under the terms of the Holidays Act 2003.

The term "week" means five working days in each week provided that in the case of part-time employees it means the number of days normally worked.

The term "leave year" means a year ending on 31 December.

At least 12 days of an employee's five weeks annual leave will be taken in a block period. This block will occur during the Christmas shut down period. In addition, Easter Tuesday will be taken as one day of the annual leave, if it is an otherwise working day for the employee. With the written approval of the employer, an employee may take annual leave in anticipation of entitlement.

7.3. Sick leave

Employees are entitled to either Sick Leave on pay as set out in the schedule below, or Sick Leave without pay, on production of a medical certificate. Part-time employees working less than five days a week or reduced hours shall be granted sick leave on a pro-rata basis.

Sick leave can be used when the employee is sick or injured or when the employee must attend to a dependent member of the family, who becomes sick, as set out in the Holidays Act 2003 and its subsequent amendments.

Schedule of Entitlement:

Length of Service	Aggregate period for which sick leave on pay may be granted during service (Working Days)
Up to six months service	5 days.
After six months service and up to 12 months service	9 days inclusive of days previously allowed.
Over 12 months service	9 days for each 12 months of service with a maximum accumulation of 260 days.

This leave is inclusive of the provisions of the Holidays Act.

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

The employer may require an employee to undergo an examination by a registered medical facilitator 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 examinations will be met by the employer.

The employee should notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time.

7.4. Additional Leave Provisions

The University may, at its expense, require the employee to undergo a medical examination by a registered medical practitioner of its choosing, for the purposes of:

- (a) determining whether it is appropriate to grant ongoing sick leave;
- (b) determining whether the employee's employment should be terminated for incapacity;
- (c) assessing the employee's fitness for work and/or return to work after a period of sick leave; or
- (d) obtaining a second opinion where the employee has provided a medical certificate/report.

The employee must complete a leave application form for every absence and submit this to their manager for approval, before such leave is taken, unless this is not practicable due to accident, sickness, bereavement, or other reason.

7.5. Bereavement Leave

An employee shall be granted paid bereavement leave to discharge obligations and/or pay respects to a deceased person with whom he/she has had a close association. In granting the time off and for how long the employer will take into consideration cultural requirements, the closeness of the association, and the level of responsibility the employee has in regards to the ceremonies resulting from the death. Annual leave or leave without pay may be granted to supplement any bereavement leave.

7.6. Parental Leave

Parental leave (including Special Paid Parental Leave) will be available in accordance with the Parental Leave policy.

7.7. Jury Service Leave

An employee called upon for Jury Service must request to be excused where the operational needs of the employer require attendance at work. The employer will support that request in writing. If the request is refused by the Courts, then the employee called on for Jury Service will be entitled to special leave on pay. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

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7.8. Study Leave

Provision of Study Leave is at the discretion of the employer.

Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment. Such study leave may entitle them to the benefits set out in these provisions.

The granting of study leave each year shall be subject to the employee's satisfactory progress in his/her work and studies.

Where a full time employee is required by the employer to study towards a recognised qualification, the employee shall be granted leave on pay up to a maximum of one day in a week, or such other times as may be required by the employer, for the purpose of attending such a course or study.

7.9. Other Leave

The employer may grant an employee Other Leave with or without pay on such terms and conditions as the employer may deem fit.

7.10. Tuition Fees

The University may meet the costs of tuition for any employee enrolled for a course of study in The University of Auckland, which is relevant to the employee's work and has been approved by the employer. The University may approve attendance at courses in other cases without meeting the cost of tuition.

An employee who has been granted study leave under the provisions of clause 7.8, may have their cost of tuition paid, either in whole or in part, by the University directly at commencement of the course (where such a course is offered by the University of Auckland). Other fees and purchase of notes, books and instruments will remain the responsibility of the employee.

Where, as a course requirement, the employee who has been granted study leave under these provisions is required to travel to another centre, the employer may pay transport costs and expenses in accordance with University policy.

Where the University has paid the employee's fees and/or other related expenses, and the employee fails to successfully complete the course requirements, (in the absence exceptional circumstances) the employee agrees that they may be required to repay the fees as a debt that is owed to the University.

8. Eye Tests

An employee shall be entitled to an eye test as covered in the Policy for Eye Tests.

9. Confidentiality

Except in the proper performance of an employee's duties, or as authorised by a manager, an employee shall not use, or divulge to anyone, or use to the detriment of the University, any confidential information which may come to the employee's knowledge as a result of

their employment. This restriction shall continue to apply after termination of employment until such time as the information may become public knowledge without breach by the employee of this restriction.

10. Potential Conflict of Interest

At all times, the employee must inform the Employer as soon as possible of any actual or potential conflict arises between the employee's interests and those of the Employer. Where the Employer forms the view that an actual or potential conflict of interest does or could exist, it may direct the employee to take any specific action(s) to resolve the conflict, and the employee must comply with those directions. This includes directing the employee to cease any activity that may, in the Employer's opinion, result in a conflict of interest, or may appear to conflict, with the Employer's interests or with the performance of any of the employee's duties and obligations.

11. Health and Safety

The employee must comply with all occupational safety and health statutory obligations (and any other relevant legislation that may apply from time to time), employer policies, procedures, rules and any special work requirements while carrying out work for the University.

12. Termination

The Employer may terminate this Agreement by giving one (1) month's written notice. The employee may terminate this Agreement by giving two (2) months' written notice to the Employer. The Employer may accept a written request to agree on a shorter notice period. The Employer may at its sole discretion:

- (a) require the employee not to attend work and not to carry out all or some of the employee's normal duties, for all or any part of the notice period; and
- (b) pay the employee in lieu of notice for all or any part of the notice period.

However, the employee will continue to be bound by the terms and conditions of this agreement during the notice period.

Upon termination the employee shall immediately return all University property that the employee has in their possession including any keys, access cards and passwords.

If the employee does not give and work out the notice period when required by the Employer, the Employer may deduct an amount equivalent to the employee's salary for the notice period from any money due to the employee.

Notwithstanding any other provisions, the Employer may terminate the employee's employment summarily and without notice for serious misconduct. Serious misconduct typically involves actions, omissions or behaviours that deeply impair the trust and confidence between the parties.

13. Suspension

If a serious problem arises, the University may suspend the employee from work until the problem is resolved. While suspension is usually on pay, the Employer has the right to suspend without pay if it decides that to be appropriate.

14. Variation of Job Description

The purpose of this Clause is to provide the University with the ability to:

- (a) cope with changing operational, business and requirement to provide services;
- (b) ensure efficient and effective utilisation and allocation of employees;
- (c) minimise the need for redundancies and formal restructuring reviews.

Notwithstanding other terms and provisions, the employee may be required by the University to provide professional learning and development service to schools in service delivery area(s) that may differ from their current duties where it is reasonably within the employee's competencies, skills, experience, and curriculum expertise.

The University will provide information in writing to the employee regarding the proposed changes to the employee's service delivery area(s) and duties. The employee will have a period of up to 2 weeks to seek advice and prepare their response. The employee and the University agree to communicate and deal with each other in good faith during consultation.

During consultation the employee and the University will discuss the support/assistance and training/professional development that may be required to prepare for the changes to the employee's duties. Any agreements reached will be recorded in writing throughout the process.

Following consultation, the University will confirm in writing the changed duties and provide two (2) weeks' notice in writing of when the changes will commence. The employee and the University may agree on a shorter or longer period of notice.

The University may proceed under this clause where it wishes to utilise selected employees to provide alternate professional learning and development where it is reasonably within the employee's competencies, skills, experience, and curriculum expertise. In such circumstances the Redundancy provisions of this agreement will not be applicable to and will have no effect on the selected employees.

NOTE – Changes pursuant this Clause do not affect the employee's fulltime equivalent salary.

15. Redundancy

Where the Employer considers that a position is likely to be affected by redundancy, the Employer will, except in exceptional circumstances, consult with the employee and the NZEI regarding the possibility of redundancy.

In the event that an employee is declared redundant, four (4) weeks' notice of termination of employment will be given or at the discretion of the Employer, be paid in lieu thereof. The notice period specified in this clause shall be in place of the notice period specified in the Termination clause above.

In the event an employee is declared redundant, the provisions detailed in the Employer's HR Policy - "Redundancy and Redeployment" will apply.

16. Employee Protection Provision

In the event of a restructure, as defined in the Employment Relations Amendment Act (No 2)

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2004 (being the sale, transfer, or contracting out of all or part of the University's business) that may affect employment:

- (a) The University will, as soon as is reasonably practicable, taking into account the commercial requirements of the business, commence discussions with the potential new employer concerning the impact of the restructuring on the employee's position.
- (b) The University will discuss with the potential new employer regarding whether or not it proposes to offer employment to the employee and if so the terms and conditions under which it proposes to offer employment to the employee, and the proposed date for commencement of employment with the potential new employer.
- (c) The general process that the University will follow in the negotiations, to the extent that the negotiations relate to affected employees, will include:
 - i. Advising employees of the intended timeframes for relevant meetings (if any) in the restructuring process;
 - ii. Advising employees of what will generally be discussed in any such meetings; and
 - iii. Reporting back on outcomes of any such meetings with the potential new employer.

17. Payment of Salaries

Direct Credit: Payment of all salaried employees shall be by direct credit to a bank account, fortnightly.

Final Pay: Regardless of whether the termination is on notice or without notice, the employee's final pay is payable in the next available pay cycle, unless the employee requests of the employer in writing to receive the final pay on the last day of the employee's work.

18. Deductions

18.1. Final Pay

The employee agrees that in the event of the termination of their employment, to the deduction from their final pay of any money owing to the University, whatsoever it may be.

18.2. Union Fees

At the written request of any employee, the employer shall deduct union fees from the employee's pay at a rate advised from time to time by the NZEI and shall remit such deductions to the NZEI in a manner agreed upon between the employer and NZEI.

19. Employee List/NZEI Members

The employer, when requested in writing by the NZEI, shall within one month of receipt of such request, supply to the NZEI a list of all employees from whom deductions have been made.

Such requests shall not be made to the employer at intervals of less than six months.

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20. Resolving Employment Relationship Problems

If an employee feels that they have an employment relationship problem they should discuss it with their manager first.

If for any reason the employee does not wish to raise it with their manager, or if the employee prefers to raise the matter with the Employer in writing, or if any matter that has been discussed with the manager has not been resolved, the employee should write to the HR Manager, clearly setting out the details of the problem, personal grievance or dispute, and specify the solution they are seeking to resolve the matter.

If the parties are unable to resolve the problem, grievance or dispute, either party may seek mediation assistance from the Department of Labour.

If the employee wishes to raise a personal grievance, they must raise it with the University within 90 days from the date on which the action alleged to amount to a personal grievance occurred or came to the employee's notice.

Signed on behalf of

The University of Auckland

Camilla Highfield
Director Professional Learning & Development

11/10/17

Date

For NZEI National Secretary

Chris Walker

30/10/17

Date