



University of Canterbury

**EDUCATION PLUS
COLLECTIVE AGREEMENT**

1 April 2019 to 31 March 2022

NZEI · TE RIU ROA

Te Wai Pounamu Southern Region

University of Canterbury

EDUCATION PLUS COLLECTIVE AGREEMENT

Contents

1	GENERAL HE KŌRERO WHĀNUI.....	4
1.1	PARTIES TO AGREEMENT	4
1.2	COVERAGE.....	4
1.3	TERM OF THE AGREEMENT	4
1.4	ADMINISTRATION OF THE AGREEMENT	4
1.5	TERMS AND CONDITIONS	4
1.6	DEFINITIONS	5
1.7	RECOGNITION	5
2	TERMS OF EMPLOYMENT NGĀ HERENGA MAHI.....	5
2.1	APPOINTMENTS	5
2.2	INDIVIDUAL TERMS OF APPOINTMENT	6
2.3	TERMINATION OF EMPLOYMENT	6
2.4	TERMINATION FOR MEDICAL INCAPACITY.....	7
2.5	ABANDONMENT OF EMPLOYMENT	7
2.6	PERSONAL FILES	7
2.7	SECURED CONTRACTS AND STATEMENTS OF WORK	7
3	WORKLOAD NGĀ ĀHUATANGA Ā-MAHI	7
3.1	INTENT.....	7
3.2	WORKLOAD.....	8
3.3	PROFESSIONAL DEVELOPMENT.....	8
3.4	ALLOCATION OF WORKLOAD	9
3.5	HOURS OF WORK.....	9
3.6	WORKLOAD COMMITTEE.....	9
3.7	APPRAISAL.....	9
4	HOLIDAYS AND LEAVE NGĀ TAMŌTANGA.....	10
4.1	APPROVAL.....	10
4.2	LEAVE YEAR	10
4.3	PUBLIC HOLIDAYS	10
4.4	ANNUAL LEAVE	10
4.5	UNIVERSITY HOLIDAYS	11
4.6	SICK LEAVE	11
4.7	PARENTAL LEAVE.....	12
4.8	RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE.....	15
4.9	BEREAVEMENT/TANGIHANGA LEAVE	15
4.10	SPECIAL LEAVE	16
4.11	LEAVE FOR PROFESSIONAL AND UNION BUSINESS.....	17
4.12	Domestic Violence Leave.....	17
5	REMUNERATION NGĀ UTU MATUA	18
5.1	TEACHING SERVICE FOR SALARY PURPOSES	18
5.2	BASIS OF CALCULATION.....	18
5.3	SALARY SCALES	18
	Facilitators.....	19

Senior Facilitators	19
Team Leaders	19
5.4 SALARIES FOR APPOINTMENTS	19
5.5 SALARY PROGRESSION	20
5.6 PROMOTION.....	20
5.7 REDUCTION IN SALARY	21
5.8 PAYMENT OF SALARY	21
5.9 SUPPLEMENTARY PAYMENTS	22
5.10 SUPERANNUATION.....	22
6 ALLOWANCES AND EXPENSES NGĀ ĀHEINGA NGĀ UTU ĀPITI	23
6.1 TRAVELLING ON UNIVERSITY BUSINESS	23
6.2 SUBSCRIPTIONS TO PROFESSIONAL ASSOCIATION	23
6.3 TRANSFER EXPENSES.....	23
6.4 COMPASSIONATE GRANT	24
6.5 HIGHER DUTIES ALLOWANCE.....	24
6.6 EYE TESTS AND GLASSES	25
7 SURPLUS STAFFING ME HE KAIMAHI TUHENE	25
7.1 INTENT OF PROVISIONS.....	25
7.2 CONSULTATION.....	25
7.3 REDUNDANCY PROVISION	26
7.4 REDEPLOYMENT.....	26
7.5 ALTERNATIVES TO REDUNDANCY	27
7.6 REDUNDANCY COMPENSATION.....	28
7.7 TECHNICAL REDUNDANCY	28
7.8 EMPLOYEES ON FIXED TERM AGREEMENTS	29
7.9 RIGHTS OF EMPLOYEES MADE REDUNDANT	29
7.10 DEFINITION OF PREVIOUS SERVICE.....	29
8 PROCEDURES FOR THE SETTLEMENT OF GRIEVANCES AND DISPUTES KIA HOHOU TE RONGO	30
8.1 RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS.....	30
8.2 DISCIPLINE.....	31
8.3 HEALTH, SAFETY AND WELLBEING.....	31
9 INDUSTRIAL DEMOCRACY HE WĀHI MAHI MANAPORI	32
9.1 ACCESS TO AGREEMENT.....	32
9.2 EQUAL EMPLOYMENT OPPORTUNITIES.....	32
9.3 UNION DEDUCTIONS.....	32
9.4 TIME TO CONSIDER EMPLOYMENT AGREEMENT MATTERS.....	33
9.5 RIGHT OF ACCESS OF EMPLOYEES' REPRESENTATIVE	33

1 GENERAL HE KŌRERO WHĀNUI

1.1 PARTIES TO AGREEMENT

The parties to this Agreement are the New Zealand Educational Institute and the Vice Chancellor, University of Canterbury acting under delegation from the State Services Commissioner pursuant to s23 State Sector Act 1988 and in accordance with s74C (3) of that Act.

1.2 COVERAGE

- 1.2.1 This agreement is applicable to every employee of the University of Canterbury that is appointed within Education Plus who may be referred to as an Advisor or Facilitator or Reading Recovery Tutor or other designation whose primary function is to provide school and early childhood support services, delivery of the reading recovery programme and employees in such designations engaged to undertake activities under such contracts as the Ministry of Education or other contractor may let and who are members of the New Zealand Educational Institute.
- 1.2.2 This agreement is binding on those employees (as defined in 1.2.1) who are or who become members of NZEI Te Riu Roa.
- 1.2.3 Nothing in this agreement shall apply to a casual employee, being an employee employed on an ad hoc hourly or daily basis without any commitment from either party as to an ongoing employment relationship.
- 1.2.4 Nothing in this agreement shall apply to senior managers as defined by the Employer.

1.3 TERM OF THE AGREEMENT

This agreement shall be deemed to come into effect on 1 April 2019 and shall expire on 31 March 2022 .

1.4 ADMINISTRATION OF THE AGREEMENT

The parties undertake that this agreement is administered in accordance with the true intent of its terms and provisions and will give to each other the fullest cooperation to the end that quality education and training is maintained and enhanced and, that harmonious industrial relations are sustained.

1.5 TERMS AND CONDITIONS

- 1.5.1 The terms and conditions contained within this agreement are deemed to supersede any terms and conditions applying to employee parties at the effective date of this agreement.
- 1.5.2 Notwithstanding clause 1.5.1, where it can be proven that any conditions applying at the effective date have been inadvertently omitted from this agreement such conditions shall be deemed to apply and shall be the subject of further discussions among the parties.

1.6 DEFINITIONS

- 1.6.1 "Facilitator" is an employee with the title of Advisor or Facilitator or Reading Recovery Tutor and who is accredited by a national professional body if such requirement exists.
- 1.6.2 "Employer" means the Vice Chancellor, University of Canterbury.
- 1.6.3 "Employee" is defined in clause 1.2.1.
- 1.6.4 "University" means University of Canterbury.
- 1.6.5 "NZEI" means the New Zealand Educational Institute Te Riu Roa.
- 1.6.6 Anniversaries - For the purposes of leave and other entitlements, including salary reviews, individual anniversary dates shall be:
- If employed by the Christchurch College of Education before 1 October 1989 – 1 February unless documentary evidence is otherwise provided.
 - If employed by the Christchurch College of Education after 1 October 1989 – actual date of appointment to the current position.
- 1.6.7 "Site" - The campus that is the main workplace of the employee. The designated site for distance education (non face-to-face) courses is the campus that is the main workplace of the employee unless otherwise agreed.

1.7 RECOGNITION

The University recognises staff employed at UC Education Plus as a collective group of professional educators who have a distinct role in professional teacher education. This recognition is evidenced by a separate collective agreement with a distinct set of conditions.

2 TERMS OF EMPLOYMENT NGĀ HERENGA MAHI

2.1 APPOINTMENTS

- 2.1.1 All persons appointed to positions covered by this agreement are subject to the University of Canterbury Performance Management criterion and, will be appointed either:
- (a) with continuing, or;
 - (b) with limited tenure, i.e.: for a term of fixed duration, up to three years, to;
 - (i) fill temporary vacancies created by persons undertaking leave in terms of this agreement; or
 - (ii) undertake specific tasks or projects of a limited duration; or
 - (c) on secondment, where it can be demonstrated that the appointee has the option of returning to their previous position on completion of limited tenure.
 - (d) Before an employee and the Employer agree that the employment of the employee will end in a way specified in subsections (b) or (c), the Employer must:
 - (i) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - (ii) advise the employee of when or how his employment will end and the reasons for the employment ending in that way.

- (e) The following reasons are not genuine reasons for the purposes of subsection (d):
 - (i) to exclude or limit the rights of the employee under the Employment Relations Act 2000
 - (ii) to establish the suitability of the employee for permanent employment.

Employees with limited tenure or employed for a fixed term shall be engaged on salary and working conditions no less favourable than those contained in this agreement.

2.1.2 Appointments to a position under 2.1.1 may be either:

- (a) full-time; or
- (b) part-time; or
- (c) shared, as determined for the position by the Employer.

2.1.3 Part-time employees

- (a) Part-time employees are entitled to the same conditions of employment as full-time employees except where pro-rata statements are made.
- (b) Sick leave is allocated on the same basis as full time employees. Entitlement is based on length of service and it is applied irrespective of the hours worked. Deductions from entitlement are made on a basis of consecutive days.

2.2 INDIVIDUAL TERMS OF APPOINTMENT

2.2.1 The appointee (when appointed to any position under clause 2.1) shall receive from the Employer a letter setting out individual terms, which must include:

- (a) the salary;
- (b) the agreed period of employment;
- (c) the job description and person specification;
- (d) any special conditions which may pertain to the position;
- (e) a statement that the employee is covered by the terms of the University of Canterbury, Education Plus Collective Agreement;
- (f) the agreed level of reimbursement of removal expenses where entitled to these under the term of this agreement or a statement to the effect that this should be negotiated with the Director, Education Plus or College Manager.

2.3 TERMINATION OF EMPLOYMENT

2.3.1 For employees other than fixed term staff, employment may be terminated at any time by either party giving the other party two months' notice. For fixed term employees notice will be deemed to have been given at the time the appointment is accepted.

2.3.2 The notice period may be increased or reduced by mutual agreement. This clause shall not prevent the Employer from summarily dismissing an Employee for serious misconduct.

2.3.3 The Employer reserves the right to make a payment in lieu of notice.

2.3.4 Each Employee upon termination shall on request be provided within a reasonable period with a certificate of service.

- 2.3.5 Employees shall return all Employer property immediately on termination, including keys, clothing and equipment.

2.4 TERMINATION FOR MEDICAL INCAPACITY

- 2.4.1 An employee may be dismissed on two months' notice if the Employer is of the opinion that the employee is incapable of performing the required duties as a result of mental or physical illness, injury or incapacity; provided that the employee's sick leave has been exhausted.

2.5 ABANDONMENT OF EMPLOYMENT

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

2.6 PERSONAL FILES

- 2.6.1 Employees shall have access to their personal files.

2.7 SECURED CONTRACTS AND STATEMENTS OF WORK

- 2.7.1 To recognise the investment the University puts into securing contracts and statements of work, employees agree they will not, either during their employment with the University or after their employment ends with the University, directly or indirectly, alone or with any other person or entity:
- 2.7.1.1 entice or persuade PLD Recipients (i.e. schools) or the Ministry of Education to end or limit any current or existing contracts and statements of work, where a University employee is a named facilitator.

3 WORKLOAD NGĀ ĀHUATANGA Ā-MAHI

3.1 INTENT

- 3.1.1 It is the intention of the parties that Part 3 of this agreement shall be interpreted in such a way so as to
- (a) provide for the Employer's right to allocate annual workload, following consultation with the employee, and taking into account clause 3.1.1(b). Whilst the Employer will consult with the employee and take relevant factors into account, ultimately it is for the Employer to allocate annual workload, as it sees fit.
 - (b) provide, where possible, professional and personal autonomy for the employee in
 - (i) the completion of workload other than scheduled duties and the delivery of the reading recovery programme, subject to the professional responsibility of the employee to complete the workload competently to the standards identified in clause 3.7;
 - (ii) the determination of what professional development will be undertaken and where and when those activities will take place

and how much time outside of scheduled duties and the reading recovery programme will be devoted to this;

- (c) allow the right of the employee to dispute, in a safe environment, requests to assume responsibility for tasks over and above the agreed annual workload;
- (d) ensure that the allocated workload is equitable, reasonable and safe at all times.
- (e) acknowledge the right of employees to uninterrupted annual leave.

3.2 WORKLOAD

3.2.1 The hours of work and annual workload shall be that which is reasonably required to adequately discharge the duties and responsibilities of the employees' position within the parameters of Part 3. Workload for reading recovery tutors shall be consistent with the delivery of the reading recovery programme. The parties accept that this programme is delivered in a scheduled timeframe when students and teachers are available.

3.3 PROFESSIONAL DEVELOPMENT

3.3.1 Professional development is defined as courses or individual activities linked to the employee's job description and goals and objectives of the University of Canterbury which are designed to increase the professional competence of the employee., including research activities as defined by the NZ Qualifications Authority, i.e. basic/fundamental creative investigation; consultancy; creative work; systematic development activity; professional practice.

3.3.2 All parties recognise the importance of professional development and the need for all employees to undertake these activities. Each employee and their Head/Manager will discuss professional development goals via the Professional Development and Review (PD&R) review process. The goals should be agreed between the parties, recorded in writing and reviewed at the end of each PD&R cycle. All employees are strongly encouraged and supported (subject to operational and requirements) to undertake professional development in relation to:

- (a) Bicultural competence and confidence
- (b) Health, safety and wellbeing
- (c) Their role.

3.3.3 This agreement shall not be interpreted in any way so as to diminish the significance of professional development as an element of workload, and consequently any reallocation of duties will not reduce the employee's entitlement to professional development as established in the annual work plan.

3.3.4 Professional development activities may be completed contiguously with annual leave.

3.3.5 Sabbatical

Up to 1 paid sabbatical period, of 6 weeks, will be available on a contestable basis annually to employees covered by this agreement.

- (a) an employee must have worked for the Employer for a minimum of 6 years to qualify for sabbatical
- (b) in applying for a paid sabbatical period, an employee would develop a proposal, identifying the purposes for which they would use the sabbatical and the likely benefits for the individual, the Employer and the wider school and/or early childhood sector.

3.4 ALLOCATION OF WORKLOAD

3.4.1 Determination of Workload

Workload shall be allocated by the Employer, following consultation with the employee, and taking into account the factors set out in clause 3.4.2. This may be recorded in the annual work plan prior to the beginning of the year.

3.4.2 Factors to Be Considered Relevant to the Allocation of Workload

The following factors should be taken into consideration when the workload is determined by the Employer:

- (a) the nature of the professional development being delivered;
- (b) the amount of setting-up preparation required;
- (c) the scheduled duties and the times at which these duties must be carried out;
- (d) induction and staff skill development needs of the employee;
- (e) any institutionally required administrative or professional duties required of the employee;
- (f) annual and any other leave entitlements; and
- (g) other activities of the employee, which are part of the employee's work but which, fall outside the scheduled duties, including professional development activities.

3.5 HOURS OF WORK

3.5.1 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 of 37.5 hours per week.

3.6 WORKLOAD COMMITTEE

3.6.1 The parties acknowledge that it is desirable for workload-related disputes to be addressed as close as possible to source and as soon as possible, within the institution, without detracting from the rights of employees to have recourse to the procedures available under the dispute provisions of this agreement.

3.6.2 A workload committee comprising no more than two representatives from each party shall be established; and will be activated by the Employer on receipt of a submission of a workload-related dispute.

3.6.3 The terms of reference for the workload committee are to mediate on any specific matter relating to the workload and the work plan of an employee. Where agreement cannot be reached, the workload committee shall report its findings to the parties to the dispute and shall present the dispute to the Pro-Vice-Chancellor whose decision shall be final.

3.7 APPRAISAL

3.7.1 Appraisal, through the University of Canterbury's agreed Performance Management System, will be the mechanism to ensure accountability with regard to workload including:

- (a) the need to reallocate workload where it proves to be inequitable, unsafe or unreasonable;

- (b) the employee completing, to agreed performance indicators, the allocated scheduled duties and responsibilities within the agreed annual timeframe;
- (c) the progress of professional development activities in the Annual Work plan.

3.7.2 At the start of each appraisal round the job description will be fully discussed and any changes agreed by both parties to the appraisal. Where there is a substantial change in a job description requiring additional skills, appropriate professional development will be agreed within the annual workload.

4 HOLIDAYS AND LEAVE NGĀ TAMŌTANGA

4.1 APPROVAL

Leave, with or without pay, may be granted by the Employer, subject to the employee meeting the requirements as set out in the following leave sections. Approval will not be unreasonably withheld.

4.2 LEAVE YEAR

For the purposes of calculating leave, the leave year shall be 1 January to 31 December.

4.3 PUBLIC HOLIDAYS

- (a) The following shall be recognised paid holidays, in addition to annual leave; New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the observed birthday of the Reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Canterbury Show Day.
- (b) Part time employees shall be paid for a public holiday, which falls on a day on which they would ordinarily have worked.
- (c) Any employee who is required to work on a Public Holiday (as listed in s44 of the Holidays Act 2003), shall be paid time and a half rates as per s50 of the Act. In addition, an alternative holiday will be granted in lieu of the holiday, and will be paid at the employee's relevant daily pay.

4.4 ANNUAL LEAVE

4.4.1 Annual Leave Entitlement

An employee shall be entitled to five weeks leave per annum. Each complete week of leave taken shall be recorded as five days leave.

4.4.2 Carrying Forward of Annual Leave Entitlement

An employee may carry forward annual leave of up to ten working days for up to one year. The prior approval of the Employer is required for leave to be carried forward. Such leave shall be recorded on the employee's Personal File, and identified in the employee's Annual Work plan for the following year. A corresponding consequence for workload for the year in which the leave is not taken will also be shown in the Annual Work plan.

4.4.3 Agreement on Timing of Annual Leave

The timing of annual and other leave entitlements will be agreed as far as practicable during the preparation of the Annual Work plan. The timing will be fixed having regard to the operational requirements of the University of Canterbury so as to cause minimum disruption to the University of Canterbury

programme, provided that such timing shall not prevent the employee taking the leave entitlement in the current leave year.

4.5 UNIVERSITY HOLIDAYS

4.5.1 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.

4.6 SICK LEAVE

4.6.1 Schedule of Entitlement

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

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

NOTE: Staff employed as at 6 June 2014 preserved accumulated sick leave balances as at that date and commenced accruing entitlement as per the table above.

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

4.6.3 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.

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

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

4.6.5 The Employee should notify absence due to sickness to his or her manager whenever possible within 30 minutes of normal starting time. A medical certificate may be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick

leave entitlement is being misused, the Employer may take such action as is necessary to clarify the matter.

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

4.6.7 Anticipation of Sick Leave

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

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

4.6.8 Sickness at Home

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

4.6.9 Isolation on Account of Infectious Sickness

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

4.6.10 Sick Leave Service (continuing staff only)

For the purposes of this clause "service" in relation to the total period of an employee's service means full-time employment as a teacher by an education board, a secondary school board, school board of trustees, the controlling authority of a technical institute or community college, a free kindergarten association, a teachers' college, the Department of Education, a university, or an agricultural college, Special Education Service, Ministry of Education, Education Review Office, Early Childhood Development Unit, New Zealand Qualifications Authority and Parent Advocacy Council, as a teacher in Fiji, the Cook Islands, Tonga, Western Samoa or Niue, and active military service. Service as an officer of any branch of the New Zealand Government service (including the armed forces) may be equated to education service for sick leave purposes on such terms as the Employer may approve.

4.7 PARENTAL LEAVE

4.7.1 Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.9.3 and G.9.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act 1987.

4.7.2 When an Employee takes parental leave in accordance with the Parental Leave and Employment Protection Act 1987, a nine (9) week payment will be made by the University to continuing (permanent) Employees who have been employed by the University for at least 12 months' continuous employment prior to the due date of the baby or the date they become the primary carer of the child under age six (6) on a permanent basis. If both parents or primary carers are employed by the Employer and are eligible,

then only one parent/primary carer may receive the nine (9) week payment, and they may choose who will receive it.

4.7.3 Entitlement and Eligibility

An Employee while he/she is employed in the University is entitled to parental leave in the following circumstances:

- 4.7.3.1 In respect of every child born to him or her or his/her partner.
- 4.7.3.2 In respect of every child under the age of six (6) years for whom they will have the primary responsibility for the care, development and upbringing of the child on a permanent basis. This may be through adoption or home for life or whangai (but it does not include on a foster care or other temporary basis).
- 4.7.3.3 Leave up to 52 weeks (unpaid) 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 (unpaid) 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 his/her partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.
- 4.7.3.4 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the Employee's entitlement shall be the same as if only one child had been born or adopted.
- 4.7.3.5 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- 4.7.3.6 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 such as antenatal classes, scans or midwife appointments.
 - b) An Employee who is the spouse or partner 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 date the Employee's spouse or partner becomes the primary carer and ending 21 days after the actual date of delivery or date the Employee's spouse or partner becomes the primary carer.
- 4.7.3.7 If an Employee will be the primary carer of the child and would meet the work time and hours criteria to receive parental leave payments from the Government, but they cannot take parental leave (because they do not meet the 6 month criteria under the Parental Leave and Employment Protection Act 1987), the University may consider giving them discretionary leave.

4.7.1 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.

4.7.2 A similar position means a position:

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

4.7.3 When an employee goes on parental leave the Employer must as first preference:

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

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

(a) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave;

or

(b) If this is not possible the Employer may approve one of the following options:

(i) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or

(ii) where extended parental leave as provided in (i) expires and no position is available for the employee, the employee continues on leave without pay and the Employer may terminate employment with three months' notice provided that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to six weeks' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

4.7.4 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.

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

4.7.6 Salary Rates

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

4.7.7 Progression as provided for in clause 5.5 shall continue during absence on parental leave.

Annual Leave Taken on Return from Parental Leave

In accordance with the Parental Leave and Employment Protection Act 1987, while an Employee is absent on parental leave, their annual leave will continue to accrue and the Employee may become entitled to annual leave. Any annual leave taken within a twelve (12) month period after the Employee returns to work is calculated on the basis of the Employee's "average weekly earnings" for the preceding twelve (12) months.

The University will pay more than what the Act provides and will pay the Employee's usual base pay for annual leave taken in the twelve (12) month period after returning from parental leave, if the Employee had taken all available annual leave (entitlement and accrual) prior to the commencement of parental leave. The use of this calculation method is subject to the Employee returning to work for no less than six (6) months. If employment ends within six (6) months of the return to work, then the Employee agrees that any overpayment for annual leave will be deducted from the Employee's final pay.

4.8 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

- 4.8.1 An employee who resigned from a continuing position to care for an under school age child or children may apply to re-enter the College of Education, Education Plus under preferential conditions provided that:
- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
 - (b) The applicant must:
 - Produce a birth certificate for the under school age child;
 - Sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
 - (c) An applicant seeking to return to the College of Education, Education Plus should give at least three months' notice and renew that notice at least one month before the date he/she wishes to return to work or one month before the expiry of the period in (a) whichever is the earlier.
- 4.8.2 Where the employee meets all the provisions of clause 4.8.1 above and at the time of application:
- (a) has the necessary skills to fill competently a vacancy which is available in the College of Education, Education Plus; and
 - (b) the position is substantially the same in character and at the same or lower salary and grading as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 4.8.3 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 4.8.1(a) the benefits of these provisions will lapse.
- 4.8.4 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

4.9 BEREAVEMENT/TANGIHANGA LEAVE

- 4.9.1 An Employee shall be granted bereavement/tangihanga leave on full pay to discharge his or her obligation and/or to pay his/her respects to a deceased person with whom he or she have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements to perform roles at all or part of a tangihanga (or its equivalent), including karanga, mihi, karakia, kaumatua, kuia or kaitautoko. This shall include leave to attend hura kohatu (unveilings), kawemate (re-enactment of tangihanga), and maumaharatanga (memorial services).

- 4.9.2 In granting time off, therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner, taking into account the following points:
- (a) The closeness of the association between the employee and the deceased. (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) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- 4.9.3 If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort;
- 4.9.4 If a bereavement occurs while an Employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the Employee is on leave without pay.
- 4.9.5 This entitlement is inclusive of and not in addition to the special leave entitlement provided for in the Holidays Act 2003.

4.10 SPECIAL LEAVE

- 4.10.1 Special leave of absence with or without pay as specified may be granted to an employee on such terms and conditions as the Employer may from time to time approve. Special leave without pay may be granted for up to two years and approval shall not be unreasonably withheld in the following circumstances:
- (a) Educational activities pertaining to an employee's work, noting that:
 - (i) For travelling scholarships and fellowships leave without pay shall automatically be granted;
 - (ii) Examination leave shall be on full pay;
 - (iii) For the Diploma in Teaching English as a Second Language leave to cover the academic session, and reasonable travelling time, shall be on full pay;
 - (iv) For Maori language courses an employee is entitled to apply to the Employer for leave with pay for up to eight weeks or equivalent per annum to attend approved courses or instruction in the Maori language.
 - (b) Overseas educational exchanges provided that for official exchanges leave must be on full pay.
 - (c) Civil defence and search and rescue activities.
 - (d) Cultural, community and sporting activities.
 - (e) For the marriage of the employee up to three days on full pay to attend the ceremony.
 - (f) School jubilees.

- (g) Candidates - general elections - leave in accordance with the Electoral Act 1956 and subsequent amendments.
- (h) Emergency leave because of natural calamities.
- (i) Leave for family reasons including
 - i. recurring serious illness of a family member
 - ii. marriage of a close relative
 - iii. other important family occasions.

NOTE: In administering this clause the Employer shall apply the term "family" in a culturally sensitive manner.

- (j) Leave for meetings of statutory authorities, local authorities etc. including:
 - (i) Local Body meetings as a member
 - (ii) Other statutory authorities and Court hearings
 - (iii) University of Canterbury Councils with pay when attending as the elected representative of colleagues.
- (k) Union Leave

Leave without pay may be granted to an employee to enable the person to participate in the affairs of NZEI Te Riu Roa not being business for which there is an entitlement to leave in clause 4.11.

4.11 LEAVE FOR PROFESSIONAL AND UNION BUSINESS

4.11.1 Subject to the provisions of the Employment Relations Act 2000, NZEI Te Riu Roa and the Employer agrees to an exchange of letters each year to establish the quantum of leave on pay available to branch members for NZEI Te Riu Roa business.

4.11.2 In addition, leave on pay may be granted to any employee appointed by NZEI Te Riu Roa to represent it on or at:

- (a) any statutory or administrative body upon which NZEI Te Riu Roa is entitled to be represented;
- (b) any approved meeting between the Employer and NZEI Te Riu Roa;
- (c) any meeting called by a Minister and NZEI Te Riu Roa, and for which attendance by the employee is a necessary prerequisite for the meeting to be held.
- (d) Collective Agreement negotiation meetings;
- (e) NZEI Te Riu Roa Advisors advisory or reference groups;
- (f) NZEI Te Riu Roa Annual Meeting.

4.12 Domestic Violence Leave

4.12.1 In this clause, domestic violence has the same meaning as that term is defined in the Domestic Violence Act 1995. The Employer recognises that employees sometimes are affected by domestic violence in their personal life that may affect their attendance, performance and/or safety at work. The Employer is committed to supporting employees who are affected by domestic violence.

4.12.2 An Employee affected by domestic violence will be entitled to up to 10 days paid leave or flexible working arrangements on such terms and conditions as are appropriate. Examples of reasons for granting leave include the Employee attending medical appointments, legal proceedings and counselling sessions. The Employer may also grant

an employee who supports a person affected by domestic violence special leave to accompany that person to Court, to hospital, or to mind their children while they attend these appointments.

4.12.3 The Employer may require the Employee to produce relevant documents that support any claim for leave under this provision. Such documents may include a document issued by the Police, a Court, a Doctor or other medical professional, a domestic violence support service or a lawyer. This documentation may be provided retrospectively. The Employer will maintain strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resources staff.

4.12.4 This leave is inclusive of any entitlement to domestic violence leave under the Holidays Act 2003 (which provides for up to 10 days of such leave each year).

5 REMUNERATION NGĀ UTU MATUA

5.1 TEACHING SERVICE FOR SALARY PURPOSES

Service for salary purposes within the University of Canterbury means service as an employee of the University of Canterbury and includes:

- (a) special leave without pay not exceeding three months in the aggregate in any year or any longer period approved by the Employer in a particular case;
- (b) all periods of sick leave that are on full pay or leave without pay;
- (c) all periods of annual leave;
- (d) such other periods as the Employer may approve or allow.

5.2 BASIS OF CALCULATION

5.2.1 Annual Salary

The salaries are paid fortnightly and the gross salary for a full pay period is calculated as 14/365ths of the annual salary rate. For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 365. Gross salary comprises all salary and allowances (temporary and permanent).

5.3 SALARY SCALES

5.3.1 The 2019 salary scales represent a 2.0% increase. The 2020 salary scales represent a 1.5% increase. The 2021 salary scales represent a 1.5% increase.

The timing of salary increases will be Monday 1 April 2019, the 2020 increase on Monday 30 March 2020 and the 2021 increase on Monday 29 March 2021.

5.3.2 Salary Scales

Facilitators

Scales	1 April 2019	30 March 2020	29 March 2021
F9	91,736	93,112	94,509
F8	90,161	91,513	92,886
F7	88,586	89,915	91,264
F6	86,222	87,515	88,828
F5	83,860	85,118	86,395

Senior Facilitators

Scales	1 April 2019	30 March 2020	29 March 2021
SF5	103,056	104,602	106,171
SF4	101,579	103,103	104,650
SF3	99,215	100,703	102,214
SF2	95,671	97,106	98,563
SF1	93,310	94,710	96,131

Team Leaders

Scales	1 April 2019	30 March 2020	29 March 2021
TL4	114,570	116,289	118,033
TL3	111,617	113,291	114,990
TL2	107,485	109,097	110,733
TL1	104,532	106,100	107,692

5.4 SALARIES FOR APPOINTMENTS

5.4.1 Starting Salary

In determining an appointee's commencing salary, the Employer shall have regard to the following factors:

- (a) evidence of successful relevant experience, skills and qualifications
- (b) the level of remuneration which needs to be paid to recruit the employee
- (c) comparability with the salaries of other employees.

Appointees who do not come from a paid employment situation should receive a fair salary assessment taking into account relevant skills, experience and qualifications along with the above factors.

5.4.2 Initial Appointment Review

Twelve months after the appointment of an employee, the Director, Education Plus to whom the new employee is primarily responsible, shall review the extent to which the person is demonstrating the characteristics of the designated position as set out in the

University of Canterbury policy document 'Guidelines for Promotion of Advisory Staff/Reading Recovery Tutors ' to establish that appropriate remuneration is being offered. No staff member will suffer a loss or demotion as a result of this salary review.

5.5 SALARY PROGRESSION

- 5.5.1 Salary progression at each step will be by annual progression. There is no automatic step progression.
- 5.5.2 Facilitators shall progress in annual steps to the scale maximum subject to the Director attesting that the facilitator:

5.5.2.1 Has secured a full workload in the previous year. A full workload is generally defined as the equivalent of:

- 575 contracted delivery hours in 2019;
- 600 contracted delivery hours in 2020;
- 600 contracted delivery hours in 2021.

Note: What constitutes a full workload is agreed by the Director at his/her sole discretion, after discussions with relevant parties (such as the Facilitator and/or the University's Finance Department) and in conjunction with the Education Plus Workload Allocation Guidelines that exist.

5.5.2.2 Holds current teacher registration.

5.5.2.3 Continues to meet the Ministry of Education accredited facilitator criteria.

The workload is pro rata for part time employees.

- 5.5.3 Actual payment of salary that results from a progression in terms of this clause will be paid commencing on 1 January of that year.

5.6 PROMOTION

- 5.6.1 Salary movement across the bar and from Facilitator to Senior Facilitator scale will be on the basis of the successful completion of an assessment against the criteria set out in the Education Plus Staff Promotion and Salary Review Guideline.

- 5.6.2 Actual payment of salary that results from a promotion in terms of this clause will be paid commencing on 1 January in the year following the budget round.

The decision to apply or to not apply, in any promotions cycle, rests with the individual employee.

- 5.6.3 Staff Promotion & Salary Review Committee:

The Education Plus Staff Promotion & Salary Review Committee is formed at the request of the Pro-Vice-Chancellor and meets to consider all applications and make recommendations to the Pro-Vice-Chancellor, Education, Health and Human Development. The Education Plus Staff Promotion & Salary Review Committee comprises four people - two University of Canterbury representatives nominated by the Pro-Vice-Chancellor (including one from Education Plus) and two elected employees (who shall be current NZEI members). The Chairperson of the committee is elected from the University representatives nominated by the PVC.

A College of Education, Health and Human Development HR Advisor attends the meetings and acts as Executive Officer to the committee. This person will have no input into the decision making process.

Committee members cannot advocate on behalf of an applicant.

5.6.4 Staff Promotion & Salary Review Appeals Committee

An Education Plus Promotion & Salary Review Appeals Committee is formed at the request of the Pro-Vice-Chancellor and meets to consider appeals by individual employees against the recommendations of the Staff Promotion & Salary Review Committee.

The Staff Promotion & Salary Review Appeals Committee comprises four people - two University of Canterbury representatives nominated by the Pro-Vice-Chancellor (including one from Education Plus) one of whom will be the chairperson with normal and casting vote rights and two elected employees (who shall be current NZEI members).

An application for appeal must be completed within 14 days of receipt of the outcome of the original application for promotion.

5.7 REDUCTION IN SALARY

5.7.1 No employee will incur a reduction in salary in the operation of salary scales except that a reduction may occur where there is a voluntary request for a significant reduction in relation to duties, and/or internal service, and/or external service with a subsequent agreed move to a lower salary scale or to a lower point in the range associated with a salary scale. The normal rights of tenure will apply.

5.8 PAYMENT OF SALARY

5.8.1

- (a) Salaries of employees shall be paid fortnightly.
- (b) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate for each fortnight or pro-rata for continuing part-time employees.
- (c) The salary shall be made by direct credit to a bank account nominated by the facilitator or by such method arranged with the Employer.
- (d) Employees shall provide a bank account number to the Employer for this purpose.
- (e) On each occasion that an employee's earnings or payroll details change, the employee shall access a statement showing the change, via the PeopleSoft system.

Entitlement to Payment

An employee is entitled to payment of salary from the day of commencing duty until the day on which duties cease subject to the following:

- (a) payment includes the periods covered by statutory holidays, annual leave and other approved leave with pay;
- (b) outstanding annual leave on resignation with deductions for periods of leave without pay.

5.8.2 Disbursement of Deductions

Subject to the provisions of the Wages Protection Act, provision can be made for payments for tax, superannuation deductions, and other such disbursements which are agreed, to be paid direct to the respective funds by the Employer.

5.8.3 Fixed Term Full Time Employees

For the period of fixed term employment, the employee will be paid the rate of salary agreed in the agreement. Increments are payable in the normal manner.

5.8.4 Fixed Term: Part-Time Employees

There are three categories of fixed term part-time employees:

- (a) specialists engaged for brief courses;
- (b) relieving in a short term vacancy as an employee;
- (c) employees engaged on a regular part-time basis.

Salary Calculation

- (i) The hourly rate (excluding holiday pay) payable to a fixed term part-time employee shall be 1/1045th of the salary step on the Facilitator Scale which would be payable if the employee were employed in a full time position. In addition, holiday pay is paid in accordance with the Holidays Act and has been calculated at 10% of gross earnings.

5.8.5 Continuing: Part-Time Employees

- (a) An employee appointed to a continuing part-time position will be paid on a pro-rata basis at the salary rate on the Facilitator Scale or the Senior Facilitator Scale which would be payable if the employee were employed in a full time position.

5.9 SUPPLEMENTARY PAYMENTS

5.9.1 Market-related Payments

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

5.9.2 Bonus Payments

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

5.9.3 Special Duties Allowances

Special Duties Allowances may be paid to employees for a specified duration for specified additional tasks. Such payments are reviewable annually.

Payments made will be in the range between \$1,000 and \$7,000. The allocation of any allowance will be at the Director's discretion and will have regard to comparability of job size with other employees performing the same or similar functions.

5.10 SUPERANNUATION

5.10.1 Employees may belong to UniSaver New Zealand 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 UniSaver New Zealand the Employer contribution rate including tax does not exceed that of UniSaver New Zealand.

5.10.2 Where the Employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the Fund are bound by the provisions of that scheme.

5.10.3 Employees may also elect to participate in KiwiSaver, in which case, the Employer will provide KiwiSaver benefits (including Employer contributions) to the Employee in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).

6 ALLOWANCES AND EXPENSES NGĀ ĀHEINGA NGĀ UTU ĀPITI

6.1 TRAVELLING ON UNIVERSITY BUSINESS

6.1.1 Where Employees are required to travel on University business, the University will fund or reimburse all actual and reasonable expenses incurred in connection with the conduct of University business:

6.1.1.1 Major travel expenses such as flights, accommodation and rental cars will normally be paid for in advance by the Employer in accordance with relevant policies. Bookings made directly are to be paid by purchase order or P-Card. Reimbursement for bookings made by personal funds will be in accordance with the Sensitive Expenditure Policy.

6.1.1.2 A University p-card should be the primary method used to pay for meals and incidentals, and other reasonable minor expenses associated with travel. Where it is not possible or practicable to use a p-card, the Employer will reimburse actual and reasonable costs on presentation of receipts, or prior to travel approve a per diem allowance in New Zealand dollars equivalent to the set rates below. If a per diem allowance is approved and paid, all minor expenses must be paid by the Employee out of the per diem allowance.

6.1.2 Domestic travel per diem rates: The period of payment starts and finishes with departure from or return to the University or place of residence, whichever is earlier. The per diem is only to be used to cover periods of travel up to approximately two weeks.

Each full 24 hours of travel	\$NZD75.00
Each 10 hours on top of a full 24 hours of travel	\$NZD75.00
Periods of less than 10 hours on top of full 24 hours of travel	\$NZD35.00

6.1.3 The University's travel policy will apply where it is not inconsistent with this clause.

6.1.4 Provision of Transport

6.1.4.1 The Employer shall provide employees who are required to travel to carry out their official duties, with appropriate transport. The term appropriate transport in this clause includes use of Employer provided vehicles, rental cars, taxis or public transport and also payment of equivalent fares or motor vehicle allowance when it is agreed that the employee shall use their own vehicle.

6.1.5 Expenses Incurred in the Use of Private Vehicles

6.1.5.1 Where the use of a motor vehicle has been authorised, the Employee shall be reimbursed in accordance with the IRD mileage rates as promulgated from time to time.

6.2 SUBSCRIPTIONS TO PROFESSIONAL ASSOCIATION

Employees shall be reimbursed the cost of a subscription to a professional association under such conditions the Employer may approve.

6.3 TRANSFER EXPENSES

6.3.1 Current employees:

A current employee of the University of Canterbury, Education Plus who is transferred to a position in a different housing district at the request of the

Employer or transfers in the course of promotion or redeployment within Education Plus shall be provided assistance with transfer expenses on the basis that the employee should not suffer loss in respect of actual and reasonable expenses incurred as a result of the transfer.

6.3.2 New employees:

A person taking up an advertised continuing position may be given a grant towards the cost of relocation expenses at the discretion of the Employer.

6.4 COMPASSIONATE GRANT

A compassionate grant is payable to a surviving partner, or, if there is no surviving partner, to next of kin) of an employee who dies while employed by Education Plus at the University of Canterbury. A compassionate grant is not payable to the spouse of a retired employee who dies, whether employed in the state teaching service or not. Compassionate grants are calculated as a proportion of the annual rate of salary payable to the employee at the time of death as follows:

Length of Service	Proportion of Annual Salary Rate
20 years or more	one-eighth
10 years but less than 20 years	one-twelfth
Under 10 years	no grant payable

No grant is payable if, as a result of death, payments under the Accident Compensation Act 2001 to an equivalent or greater extent have been made.

6.5 HIGHER DUTIES ALLOWANCE

6.5.1 Acting in a Higher Position

A continuing employee who relieves in a position in a higher responsibility level shall be paid a higher duties allowance as assessed by the Employer:

- (a) The employee must perform the extra duties and undertake the responsibilities of the higher position for a qualifying period of 21 working days, comprising:
 - (i) one continuous period;
 - (ii) any combination of periods of five working days or more totalling 21 working days in any period of 12 months.
- (b) Although not counting as part of the qualifying period, annual leave and special leave do not interrupt the qualifying period if the employee goes back to the higher position immediately after the annual or special leave.
- (c) The temporary appointment is not a long-term relieving one made, after advertisement, in accordance with the usual procedure for continuing appointments.

6.5.2 Increments

During the period of higher duties employees are entitled to receive any increments due on their substantive scale but cannot earn increments in the temporary higher scale. When an increment on the substantive salary scale falls due the increment is applied to the substantive salary and the higher duties allowance adjusted accordingly.

6.6 EYE TESTS AND GLASSES

- 6.6.1 Employees shall be entitled to an eyesight test at the Employer's expense immediately upon being assigned to VDU duties for at least 50 per cent of his/her normal working time. Further eyesight tests shall be available at not less than two-yearly intervals upon application to the Employer.
- 6.6.2 If the eye test above discloses that corrective lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU duties, then the cost of corrective lenses will be met by the Employer provided the Employee has at least 12 months' service with the University.
- 6.6.3 The Employer will only meet cost incurred at its preferred supplier, unless agreed otherwise by special arrangement in advance of the costs being incurred. In all cases the cost of corrective lenses met by the Employer shall not exceed \$500. Any further cost not associated with this clause 6.6, such as eye health checks or sun protection lenses, will be met by the Employee.

7 SURPLUS STAFFING ME HE KAIMAHI TUHENE

7.1 INTENT OF PROVISIONS

The Employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of these provisions.

7.2 CONSULTATION

- 7.2.1 The NZEI Te Riu Roa recognises that the Employer has the right to manage, organise and make final decisions on the operations and policies of the University. It is agreed that following a period of consultation if positions are to be made redundant the employees and the Union will be notified of these redundancies, redeployment and other options will be considered at that time.
- 7.2.2 The Employer recognises that the NZEI Te Riu Roa has an interest in ensuring an effective and efficient workplace and that all parties to this agreement have an important contribution to make to achieve this goal, and those employees should participate in management of change through an effective consultation process.
- 7.2.3 Where matters arise or any proposal is to be considered which may result in significant changes to either the structures, staffing levels or work practices, the Employer will advise the NZEI Te Riu Roa and/or the affected employees in writing and consult with them.
- 7.2.4 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 will 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. The final decision will however be the responsibility of the Employer.
- 7.2.5 The University's Staff Change Protocols are to be referred to and set out the relevant process to be followed.
- 7.2.6 If the NZEI Te Riu Roa has any issues or matters of concern which could have an impact on the operations of the University, then NZEI Te Riu Roa is obliged to raise these at an early stage.

7.3 REDUNDANCY PROVISION

- 7.3.1 A redundancy exists if the Employer determines that an employee's job has become surplus to the Employer's needs.
- 7.3.2 In the event that the employee's employment is terminated for redundancy, the employee will be given not less than three months' notice of the redundancy. This three months' notice is inclusive of the notice period required at clause 2.3 of this agreement.
- 7.3.3 At the time of giving notice, the Employer shall discuss with the employee and/or NZEI Te Riu Roa the details of the redundancy situation, the reasons for it and shall also give consideration as to whether redeployment is appropriate.

7.4 REDEPLOYMENT

- 7.4.1 If pursuant to paragraph 7.3.3, redeployment is considered appropriate, then:
- (a) By agreement the employee may be redeployed to a new position at the same, higher or lower salary in the same or new location;
 - (b) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old position at the time of redeployment.
- 7.4.2 An equalisation allowance can be paid as either:
- (a) a lump sum to make up for the loss of basic pay for the next two years. (This is not abated by any subsequent salary increases.); or
 - (b) an on-going allowance equivalent to the difference between the present salary and the new salary. (This is abated by any subsequent salary increases).
- 7.4.3 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 7.6 below paid as though s/he had not taken up the new position. Service in the new position does not count towards calculation of the severance payment.
- 7.4.3.1 Where the equalisation allowance has been paid in a lump sum and the employee resigns from the alternative position within the first six months in the new position then the severance payment will be reduced by a pro rata amount.
 - 7.4.3.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause 7.4.2(a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- 7.4.4 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:
- 7.4.4.1 Where employment ceases within one year, the full severance payment.
 - 7.4.4.2 Where employment ceases on, or after, one year but not exceeding three years, 50% of the severance payment.
 - 7.4.4.3 Where employment ceases beyond three years, no severance payment.
- Service in the fixed term position does not count towards calculation of the severance payment.

7.4.5 Where the new position is at a location outside the local area, transfer expenses shall be as provided in this agreement.

NOTE: Redeployment, as provided for in clause 7.4, is subject to the University's obligations under the State Sector Act 1988.

7.5 ALTERNATIVES TO REDUNDANCY

7.5.1 Following the decision to make a position redundant, the Employer shall also give consideration as to whether any other alternatives to redundancy are appropriate, which will include:

- (a) attrition
- (b) leave without pay
- (c) retraining for alternative work
- (d) enhanced retirement
- (e) permanent part-time
- (f) supernumerary employment for up to one year (by agreement between the Employer and the employee).

Set out below is an explanation of the alternatives referred to above:

- (a) Attrition

Attrition means that as employees leave their jobs because they retire, resign, transfer, are promoted or die, then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

- (b) Leave Without Pay

Provision for special leave without pay within an agreed defined period without automatic right of re-engagement. (This excludes parental or sick leave). Where the period of leave without pay ends and the employee is not re-engaged the provisions of this section will not apply.

- (c) Retraining

The Employer will consider the skills and training of the staff that are to be made redundant and will determine whether there are retraining opportunities for them for work in other branches of the education service, the public service or the private sector. If retraining opportunities are identified specific retraining programmes will be designed. Actual retraining programmes will be decided on the basis of suitability and cost. The cost of retraining shall not exceed the amount payable under the severance option.

- (d) Enhanced Retirement

Staff are eligible if they are 50 years of age or more and have ten or more year's total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. It provides for an employee to be paid the money available under the severance option (see clause 7.10) which may, if the employee so desires be used to make up the actual superannuation annuity payable.

NOTE: Employees who are members of the Government superannuation Fund should read the Government Superannuation Fund booklet: No. GS 7.3 (New General Scheme Options Available on Compulsory Cessation of Government Service).

- (e) Permanent Part-time

Where permanent part-time positions are established as a response to a redundancy situation the incumbents will have an automatic right of

appointment to the positions. The positions must be established for a predetermined proportion of not more than 0.8. The hours cannot be reduced below the predetermined proportion but may otherwise be altered by mutual agreement. To move from permanent part-time to full time positions normal appointment procedures shall apply.

(f) Supernumerary employment

This may be offered at the Employer's discretion for up to one year on a case by case basis, or to bridge a gap in resuming a former or equivalent position. No severance compensation will be payable after supernumerary service.

7.6 REDUNDANCY COMPENSATION

- 7.6.1 For the purposes of clause 7.6.2 to 7.6.4 ordinary pay is defined as basic taxable salary plus regular taxable allowances paid on a continuous basis.
- 7.6.2 Payment will be made on the basis of average weekly earnings of ordinary pay for the preceding twelve months.
- 7.6.3 Continuous service for the purposes of clause 7.6 is defined in clause 7.10 but excludes any service with any of those services or with any college which has been taken into account for the purposes of calculating any entitlement to a redundancy, severance, early retirement or similar payment from any of those services or from any college.
- 7.6.4 Payment will be made in accordance with the following:
- (a) for up to one year's continuous service six weeks ordinary pay, plus
 - (b) for each additional six months, or part thereof, of continuous service one week's ordinary pay;
 - (c) the maximum payment will be 50 weeks' ordinary pay.

7.7 TECHNICAL REDUNDANCY

- 7.7.1 In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or contracted out to another person, the Employer will notify the Employee that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.
- 7.7.2 In the course of negotiating a sale and purchase agreement or a contract for services, the Employer will:
- a) endeavour to obtain employment of the Employee (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.
- 7.7.3 The Employer will subsequently advise the Employee as to whether employment opportunities exist with the new Employer and, if so, the nature of those opportunities.
- 7.7.4 Where employment opportunities exist the Employer will advise the Employee of his/her/their right to accept or decline to transfer to the new Employer.
- 7.7.5 If the Employee 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 7.3 to 7.6 hereof will apply.

- 7.7.6 If the Employee 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 7.3 to 7.6 hereof will apply.

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

7.8 EMPLOYEES ON FIXED TERM AGREEMENTS

- 7.8.1 For employees on fixed term agreements payment shall be as in clause 7.6.1 to clause 7.6.4, or for the remainder of the term of the agreement, whichever is the lesser.
- 7.8.2 Employees on fixed term agreements shall not be eligible for Redundancy Compensation if they are able to resume their former position or an equivalent position outside the University.
- 7.8.3 Removal expenses, as provided in this agreement, may be paid on a case by case basis having regard to the commitment given by the Employer at the time of the commencement of employment.

7.9 RIGHTS OF EMPLOYEES MADE REDUNDANT

7.9.1 Time Off to Attend Interviews

All employees made redundant shall be given reasonable time off to attend interviews for alternative employment without loss of pay, provided prior notice is given to the Employer.

7.9.2 Certificate of Service

The Employer shall supply to all employees made redundant a letter detailing service.

7.9.3 Counselling

In order to best ascertain and deal with the employee's problems associated with the loss of permanent employment the Employer will arrange individual counselling sessions with each employee made redundant immediately following the announcement.

7.9.4 Leave

All employees made redundant shall be entitled to cash up outstanding holiday pay according to the provisions of this agreement.

7.9.5 Special Leave

An employee who is made redundant and who is on maternity leave, absence due to extended illness and/or Accident Compensation shall be entitled to the Redundancy Compensation prescribed in this agreement.

7.10 DEFINITION OF PREVIOUS SERVICE

- 7.10.1 Service for the purposes of clauses 7.10 to 7.10.4 and for employees last appointed by their present Employer on or since 1 July 1990 means continuous service with the Employer, or with one or more college of education Employers.

- 7.10.2 Service for the purpose of clauses 7.10 to 7.10.4 and for employees appointed by their Employer before 1 July 1990 means continuous service with the Employer, with one or more college of education Employers, and with one or more of the following services:

- (a) continuous teaching service in the Education service within a state primary, secondary, or area school and continuous service as a teacher

in an integrated school provided the teacher was employed at or after the date of integration;

- (b) continuous service as a teacher employed by the Secretary for Education or as a teacher employed in public service institutions;
- (c) continuous service as a teacher under the controlling authority of a Free Kindergarten Association;
- (d) continuous service as a teacher in the Cook Islands, Niue, Western Samoa or under any scheme of co-operation with the Government of Fiji or the Government of Tonga.

NOTE: The periods of service referred to [except for (d)] must be under the control of an employing authority in New Zealand.

7.10.3 Periods of approved leave without pay shall not be considered to break a period of continuous service but will be discounted in calculating the number of years of continuous service.

7.10.4 Periods of absence without pay for up to five years for the purposes of childcare (which may include maternity leave) and parental leave will not be considered to break a period of continuous service but will be discounted in calculating the number of years continuous service.

8 PROCEDURES FOR THE SETTLEMENT OF GRIEVANCES AND DISPUTES KIA HOHOU TE RONGO

8.1 RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS

8.1.1 Definitions

- (a) **Employment Relationship Problem** includes a personal grievance, a dispute, a claim for wage arrears, disciplinary matters 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.

Personal Grievance means a claim of unjustifiable dismissal, unjustified disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of union or employees' organisation.

Dispute means a dispute about the interpretation, application or operation of an employment agreement. The Employment Relations Authority has exclusive jurisdiction to deal with such disputes.

- (b) **Raising a Personal Grievance or Other Problem**

An employee who wishes to pursue a **personal grievance** claim must raise the grievance with the Employer by making the Employer aware of the personal grievance that the employee wants to have addressed.

The employee must raise the **personal grievance** with the Employer within 90 days of the action causing the grievance occurring or coming to their notice, whichever is the later.

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.

Employees are entitled to seek the support and assistance of their union or representative at any time. The steps referred to above may be

taken by the employee's union or other legal representative if the employee so chooses.

(c) **Procedure – All Employment Relationship Problems (including personal grievances and disputes).**

If the employment relationship problem cannot be resolved by discussion between the Employer and employee, then either party may request assistance from the Ministry of Business, Innovation and Employment who may provide mediation services.

If the problem is not resolved by mediation, or mediation is inappropriate, the employee may apply to the Employment Relations Authority for an investigation and determination.

(d) **Appeals**

In certain circumstances, the employee/s will be able to appeal to the Employment Court and the Court of Appeal if they are unhappy with the outcome at the Employment Relations Authority.

8.2 DISCIPLINE

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

8.2.2 Where the University considers it necessary, it may require the Employee to undertake reduced or alternative duties consistent with the Employee's abilities, or to remain away from work on pay, while it conducts an investigation into the Employee's conduct.

8.2.3 Employee competency

Where an issue of competence is causing concern, the Employer shall put in place appropriate collegial professional and personal guidance to assist the employee in the tasks to be accomplished. If this professional assistance has not remedied the matters of competency causing concern the following provisions should govern the action to be taken:

- (a) The Employer must advise the employee in writing of the specific matter(s) causing concern and of the corrective action required, and the timeframe allowed.
- (b) The process and results of any evaluation are to be recorded in writing, sighted and signed by the employee.
- (c) A copy of any report made by the Employer shall be given to the employee.
- (d) No action shall be taken on the report by the Employer (e.g., sent to the Education Council) until the employee has had reasonable time to comment (in writing or orally or both) to the Employer.

8.3 HEALTH, SAFETY AND WELLBEING

8.3.1 The University is committed to providing and maintaining a safe and healthy working environment for its employees by:

- (a) meeting its obligations under the Health and Safety at Work Act 2015 and associated Regulations, Codes of Practice, and other relevant Standards or Guidelines.
- (b) eliminating or minimising risks to health, safety and wellbeing, so far as is reasonably practicable.

- (c) encouraging employee engagement and participation in matters relating to health and safety through the review of safe work practices by the Health and Safety Department.
- (d) provision of training, personal protective equipment and practical resource.
- (e) working in collaboration with staff and unions in accordance with the Employee participation agreement. All hazard and risk related protocols and procedures will be approved and periodically reviewed by relevant Health and Safety committees.

8.3.2 Employees are required to:

- (a) Become fully familiar with and comply with all of the University's rules, policies and procedures covering health and safety.
- (b) Comply with all instructions relating to health and safety, including the wearing of personal protective equipment.
- (c) Ensure their personal safety while at work.
- (d) Take reasonable care so that their acts or omissions do not adversely affect the health and safety of other persons.
- (e) Notify the University immediately if any issues arise in relation to health and safety, including the identification of workplace risks.
- (f) Ensure that they have a sound understanding of the hazards and risks associated with the work for which they are responsible.
- (g) Engage with the University on matters relating to health and safety at work.
- (h) Report all accidents, injuries and near misses which occur or arise out of the course of their employment to enable the University to investigate and eliminate or minimise harm or risk of harm in a timely manner.

8.3.3 The University regards harassment and bullying of any kind involving staff or students, whether on or off campus, as unacceptable. The University's Policy on Prevention of Harassment and Bullying contains further information.

9 INDUSTRIAL DEMOCRACY HE WĀHI MAHI MANAPORI

9.1 ACCESS TO AGREEMENT

This agreement shall be made readily available to all employees.

9.2 EQUAL EMPLOYMENT OPPORTUNITIES

The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Sections 77A and 77B of the State Sector Amendment Act.

9.3 UNION DEDUCTIONS

The Employer undertakes to provide for the continued collection of union subscriptions from salaries when authorised in writing by members and remit them to the national office of the union.

9.4 TIME TO CONSIDER EMPLOYMENT AGREEMENT MATTERS

Employees who are party to this agreement will be allowed to attend two meetings on pay per year (each up to a maximum of two hours duration) to consider issues relating to conditions of employment.

The Employer will be given at least 14 days notice of the date and time of such meetings, and arrangements will be made for sufficient employees to remain at their tasks to enable the Employer’s operation to continue. The Employer will be given a list of employees who attended and of the time the meeting finished.

9.5 RIGHT OF ACCESS OF EMPLOYEES' REPRESENTATIVE

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of NZEI shall, with the consent of the Employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any employee represented by NZEI, or enforcing this collective agreement, including access to wages, holiday and time records, provided this does not interfere with class programmes/session times.

The Employer and NZEI undertake that this collective agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest cooperation to the end that harmonious employment relations may be maintained.

Summer Pringle, Employment Relations Consultant, on behalf of the Employer,
Dated: _____

Paula Harris, Field Officer
for and on behalf of NZEI Te Riu Roa members.

Dated: _____