

READING RECOVERY TUTORS
COLLECTIVE AGREEMENT



and



31 March 2023 to 31 March 2024

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Appendix 1

1. COVERAGE, PARTIES AND VARIATIONS TO THE AGREEMENT

1.1 Coverage

This Collective Agreement negotiated under Part 5 of the Employment Relations Act 2000 ("ERA") applies to all permanent part-time, full-time and fixed term employees (with the exclusion of casual employees) of Auckland UniServices Ltd (hereafter referred to as "the Employer") who are members of the union party and who are employed as Reading Recovery Tutors on behalf of the Employer in fulfillment of its contracts with the Ministry of Education to deliver reading recovery tutor services to schools.

This document shall be known as the "Reading Recovery Tutors Collective Agreement" ("Agreement").

1.2 New Employees

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

- (a) inform the employee that he/she may join the NZEI, provide the employee with an application form and other information material; and
- (b) provide the NZEI with the names of all new employees who give authority for this via the 'Active Choice Form'
During the first 30 days of employment, the terms and conditions will be the terms and conditions of this Agreement, and any additional terms and conditions mutually agreed which are not inconsistent with this Agreement.

1.3 Parties

In accordance with the provisions of the Employment Relations Act 2000, the following parties are those to whom this Agreement applies:

Employer Party:

Auckland UniServices Ltd ("Employer")

Union Party:

The New Zealand Educational Institute Te Riu Roa ("NZEI")

For the purposes of this agreement "union" shall mean the union which is party to this Agreement as specified in this clause.

1.4 Variations

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's ratification procedures for any potentially affected employees. Any agreed variation will be recorded in writing and signed by the Employer and NZEI.

2. GENERAL PROVISIONS

Fixed Term Employment

The Employer and an employee may agree in writing that the employment of the employee will end:

- (a) at the close of a specified date or period; or
- (b) on the occurrence of a specified event; or
- (c) at the conclusion of a specified project.

Before the Employer and an employee agree that the employment of the employee will end in a way specified above, the employer must:

- (a) have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end that way; and
- (b) advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.

If the Employer and an employee agree that the employee's employment will end in a way specified above, they must state in writing:

- (a) the way in which the employment will end; and
- (b) the reasons for ending the employment in that way.

2.2 Hours of Work

Employees shall work such hours as may be reasonably required to enable them to properly fulfil their responsibilities as Reading Recovery Tutors, whether or not such hours exceed 40 hours per week. The normal hours of work for employees are 40 hours per week Monday to Friday, generally worked between the hours of 8.30 am and 5.00 pm.

2.3 Personal Files

- (a) The Employer shall ensure that personal files are held in a secure place and that access is confined to authorised personnel and the employee concerned.
- (b) The parties acknowledge that the Privacy Act 2020 outlines responsibilities for the collection, holding, storage and availability of personal information.

2.4 Access

An authorised representative of NZEI shall be entitled to enter at all reasonable times upon the Employer's premises (or the premises of the Employer's client in circumstances where the employee is based at the client's premises) for purposes related to the employment of its members or for purposes related to NZEI's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with the Employer's (or its client's, if applicable) existing safety, health and security procedures (and related requirements) which may apply.

2.5 Union Deductions

In accordance with authorities signed by individual employees, the Employer shall arrange for the deduction of union subscriptions for all union members covered by this Agreement.

2.6. Paid Union Meetings

- (a) The Employer will allow every NZEI member to attend at least 2 union meetings (each up to a maximum of 2 hours' duration) in each calendar year.
- (b) NZEI must give the Employer at least 14 days' notice of the date and time of any union meeting to be held and make arrangements with the Employer to ensure that its business is maintained during the meeting.
- (c) Work must resume as soon as practicable after the meeting, but the Employer is not obliged to pay any union member for a period longer than 2 hours in respect of any meeting.
- (d) The Employer will allow NZEI members employed by the Employer to attend a union meeting under this clause on ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.
- (e) For the purposes of this clause, NZEI must supply to the Employer a list of members who attended the union meeting and advise the Employer of the duration of the meeting.

2.7. Union Training Leave

Union training leave may be taken in accordance with the provisions of the ERA. The following conditions shall apply:

- (a) Not less than two weeks' notice of a projected course and its agenda shall be given to the Employer.
- (b) The Employer's consent shall not be unreasonably withheld.
- (c) Leave shall be paid at the employee's relevant daily pay (as defined by s.9 Holidays Act 2003). No reimbursement shall be made for travelling time for time spent outside ordinary working hours.

2.8 Meal Intervals and Rest Periods

Rest and meal breaks will be provided in accordance with the Employment Relations Act 2000.

2.9 Workforce Planning

The parties agree to meet regularly, at least once a year, to discuss any work related issues existing for either party. The purpose of these meetings will be to work together to find mutually acceptable solutions to these issues

3. REMUNERATION.

3.1 UniSaver/KiwiSaver

Employees may belong to the UniSaver Superannuation Scheme and KiwiSaver Scheme in accordance with the provisions of those Schemes.

3.2 Payment of Salaries

The salaries of employees shall be paid fortnightly and the gross salary for a full pay period is calculated as 1/26ths of the annual salary rate

3.3 Pay scale (effective from 1 January 2023)

Steps	2022	2023	2024
		Additional 1% increase to Step	
1	\$ 86,000	\$ 86,860	\$ 86,860
2	\$ 87,720	\$ 88,597	\$ 88,597
3	\$ 89,474	\$ 90,369	\$ 90,369
4	\$ 91,264	\$ 92,177	\$ 92,177
5	\$ 93,089	\$ 94,020	\$ 94,020
6	\$ 94,951	\$ 95,900	\$ 95,900
7	\$ 96,850	\$ 97,818	\$ 97,818
8	\$ 98,787	\$ 99,775	\$ 99,775
9	\$ 100,763	\$ 101,770	\$ 101,770
10	\$ 102,778	\$ 103,806	\$ 103,806
11	\$ 104,834	\$ 105,882	\$ 105,882
12	\$ 106,930	\$ 107,999	\$ 107,999
13	\$ 109,069	\$ 110,159	\$ 110,159
14			\$ 112,363
15			\$ 114,610
16			\$ 116,902

3.4 Movement through the Scale

Incremental movement of one step on the salary scale will be on an annual basis conditional on satisfactory performance at the time the increment is due (currently 1 January each year).

- (a) This increment can only be withheld if the staff member is undergoing a documented performance improvement process. Access to the next increment will occur once the performance improvement process has been satisfactorily concluded.

4. PROFESSIONAL DEVELOPMENT

4.1 Core Provisions

Employees are entitled to a maximum of 15 working days for professional development per annum, which is aligned to the Tui Tuia Strategy and with prior approval from their Programme Director (to be taken outside the New Zealand state/ integrated primary school terms). Employees are also entitled to an allowance of \$500 per year for professional development, preparation and research.

4.2 Additional Provisions

The 15 working days for professional development will include Tutor Development Week (up to five working days) and up to three employer required professional development days

per annum. All other employer required professional development days and up to eight "team days" shall not be included in the 15 professional development days.

5. MOTOR VEHICLE

5.1 Private Motor Vehicle Usage

Employees may from time to time be required to use personal vehicles for work purposes. When using personal vehicles for work travel to and from locations *other* than an employee's primary place of work, employees are entitled to tax-free reimbursement for mileage expenses in accordance with AUL Policy and guidelines (Refer to the Policy Hub on 'Luminate', the Employer's intranet site).

5.2 Use of Rental Cars and Taxis

Employee's should familiarise themselves with the Employer's travel policy about the use of rental cars. Refer to the Policy Hub on 'Luminate'.

The cost of taxi fares relating to official Employer business will be paid for either by way of a reimbursement or Taxi vouchers.

Where rental car expenses are lower than both the relevant kilometre allowance or cost of an airfare, only the equivalent of the rental car expenses will be paid. For travel over 200 kilometres, employees must send in a request for a car hire booking via the normal travel booking policy process (Refer to the Policy Hub on 'Luminate').

5.3 Vehicle Expenses

The employer will refund the insurance excess, in accordance with AUL Policy, of any employee who has an accident while using their own car for work purposes subject to the employee demonstrating that they were not negligent. Should the employer become aware of information at a later date where the employee was in fact negligent and the employee has been reimbursed, the employer reserves the right to recover this cost.

The employee will need to apply for reimbursement of expenses through the Employer's normal expense claim process.

6. EXPENSES

6.1 Expense Claims

Employees who incur travel and entertainment expenses cannot do so if this results in a personal and/or financial benefit to an employee. Financial benefit must be demonstrated to be for the Employer. Travel and entertainment expenses should not include compensation for an employee's personal expenses that they would otherwise reasonably incur on a day-to-day basis, as opposed to such expenses as are directly attributable to the Employer's benefit.

Employees are required to claim expenses incurred while working for the Employer via the standard expense claim process as described on the Employer's intranet 'Luminate'.

(a) Flexible Meal Allowance

The parties agree to a more flexible meal allowance, as per Meal and Snack Guidelines (Appendix 1).

6.2 Reimbursable Expenses

Employees can claim reimbursable expenses relating to the following: meals, laundry, personal telephone calls, hotel broadband costs, mileage, use of rental cars, airfares, etc., in accordance with AUL Policy and guidelines (refer to the Employer's intranet 'Luminate').

6.3 Non-taxable Allowance for Home Office Expenses

In supporting the management of the health and wellbeing of those employees who do not have access to an office during school holidays other than in a school; and who with the approval of the Programme Director are required to do home-based work the employer will pay annually, a one-off annual non-taxable allowance of \$400. This allowance will be paid in Quarter 3 of each year.

Should the employee be employed in a part-time capacity and /or on a fixed term basis for a period of less than 12 months, allowance will be pro-rated.

The allowance may be paid in other circumstances where staff may be required to work from home, this will be at the discretion of UniServices management.

Note for pro-rating purposes:

If schools are closed 12 weeks of the year, the \$400 per year payment equates to \$33.33/week.

6.4 Teacher Registration fees

The Employer will reimburse the cost of Teacher registration for each staff member as their registration falls due.

6.5 Associate Tutor Allowance

An associate tutor allowance of \$500 will be paid for **up to six** experienced tutors (not those in their first year in the field) every two years, as invited by National Reading Recovery to provide training opportunities for trainee tutors or trainees. Such allowance requires the approval of the UniServices Programme Director.

7. LEAVE ENTITLEMENTS

7.1 Annual Leave

- (a) Employees are entitled to 5 weeks paid annual leave for each annual period of continuous employment. Annual leave will accrue on a fortnightly basis according to ordinary fortnightly hours of work.
- (b) If at the end of the employee's employment, there is outstanding annual leave owing, it will be paid out at the rate of 10% of the employee's gross earnings, less any leave taken during the course of employment. This will be paid to employees with their final pay upon termination of employment.
- (c) Christmas Eve (or the working day before Xmas) will ordinarily be regarded as part of the entitlement described in 7.1(a) above, unless circumstances require the employee to work on this day in which case no deduction will be made from the employee's annual leave entitlement.
- (d) The three working days between Xmas and New Year will be regarded as 'additional leave days' and not part of the employee's annual leave entitlement as described in 7.1(a) above. • These days will not accrue.
- (e) Annual leave should be taken in the year it is accumulated. Annual leave may also be anticipated subject to prior approval of the Employer, Annual leave must be taken over the New Zealand state/integrated primary school holidays, unless in exceptional circumstances and at the sole discretion of the Employer. It must also be taken at times authorised in advance by the employee's manager. If times cannot be agreed, the Employer may require the employee to take some or all of their annual leave at specified times by giving the employee 14 days' notice of the Employer's requirements.

- (f) When employees wish to take leave they must follow the on-line Leave Request process to be approved by their manager in advance.

7.2 Fixed Leave Days

Members covered by this collective agreement will be entitled to an additional two flexible leave days for the term of this agreement 31st of March 2023 to 31st March 2024 to be used as additional leave days during school term breaks.

If, for whatever reason, members do not use these 2 days in the allocated term of this agreement, any outstanding days will expire on the last day of the term of this agreement.

These leave days will not be accrued and will not be paid out. Other than this, use of these days will be subject to the same conditions as use of any other leave entitlements.

7.3 Statutory Holidays

- (a) Employees will observe all public holidays as prescribed in the Holidays Act 2003.
- (b) Where a public holiday falls on a day normally worked, it shall be paid for as prescribed in the Holidays Act 2003.

7.4 Sick Leave

- (a) Employees are eligible for 10 days' paid sick leave per annum.
- (b) Sick leave that is not taken within the year of its vesting, may be accumulated to a maximum of 40 days.
- (c) Sick leave may be used to attend to a dependent or whanau of the employee such as spouse, partner, child, sister, brother, parent, grandparent, kaumatua, mokopuna, tamaiti whangai, matua whangai, near relative, near relative-in-law, a member of the household or a person dependent on the employee.
- (d) Sick leave may be granted on an anticipatory basis where an employee or their dependent needs to recover from an illness or similar event.
- (e) The Employer may grant an employee a period of unpaid sick leave to be used for the purpose of sick or domestic leave either for personal illness or to care for a close family member (such as a husband, wife, child or dependent relative) in circumstances where it is essential for the employee to be absent from work and where the employee has no entitlement to sick leave.
- (f) The Employer will consider requests for additional sick leave, beyond the employee's annual entitlements and accruals, on a case by case basis, should a significant need arise (e.g. in the event of serious illness and/or frequency of illness arising from the work environment). Granting of additional sick leave will be at the sole discretion of the Employer.
- (g) The employee must notify the Employer as early as possible before work is due to start if the employee intends to take sick leave. Once the employee returns to work they must submit via PeopleSoft a sick leave request for approval by their manager.

7.5 Medical Certificates

- (a) If the employee is absent from work on sick leave for five or more work days, the Employer can require proof of entitlement (a medical certificate) to sick leave, at the employee's cost.
- (b) If the employee is absent from work on sick leave for less than five days and the Employer has a reasonable cause to suspect that the sick leave is not genuine, the Employer can require the employee to provide proof of entitlement to sick leave, at the Employer's cost. The Employer will inform the employee as early as possible that such proof will be required.

- (c) In cases of prolonged illness, the employee may be required to consent to a medical examination by a doctor nominated by the Employer at its expense. The report from the doctor will be made available to the employee and will be treated in the strictest confidence.

7.6 Domestic Violence Leave

Domestic violence leave will be provided in accordance with the Holidays Act 2003, subject to the employee's eligibility under that Act.

7.7 Illness or Incapacity

An employee may be required by the Employer to relinquish employment based on the certificates of two medical practitioners nominated by the Employer certifying that the employee is no longer capable of undertaking the full duties of their position. The Employer will, during the period of notice, consider redeployment to any vacancy for which the employee is suited. The Employer will meet the costs of said medical examinations. In these circumstances, the Employer will provide the employee with one month's notice of termination.

7.8 Parental Leave (to be updated to improved terms and conditions. In the meantime, the following provisions prevail)

An employee is entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987, subject to the employee's eligibility under that Act

- (a) When applying for parental leave the employee must specify the date upon which she/he will return to work. At least 21 days prior to this date the employee must notify the employer in writing of their intention to return or not return to work.
- (b) Where the employee has suffered a miscarriage or a still birth the employee can elect to return to work immediately.
- (c) In addition to an employee's rights under the Act, the following shall apply:
- (d) Employees intending to resign because of pregnancy or the birth of a child must be advised of their right to take parental leave;
- (e) Parental leave may commence at any time during the pregnancy, subject to the employee giving the employer one months' notice in writing supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- (f) Any parental leave taken will not count against the extended leave entitlement;

For further information on eligibility please refer to the [Employment NZ website](#)

7.9 Bereavement/Tangihanga Leave

- (a) An employee shall be granted special bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). This shall include leave to attend unveiling/hura kohatu, memorial services/kawe mate and maumaharatanga.
- (b) In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:
- (c) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;

- (d) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (e) The amount of time needed to discharge properly any responsibilities or obligations;
- (f) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (g) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- (h) If paid special bereavement leave is not appropriate, then annual leave or leave without pay be granted, but as a last resort.
- (i) 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 discretionary 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.

The employee must notify the Employer as early as possible before they are due to start work if they intend to take bereavement leave. The Employer may require the employee to provide proof of the bereavement.

7.10 Discretionary Leave

The Employer may, where there are special circumstances, grant discretionary leave with or without pay to any employee for special circumstances such as:

- Accident/illness of a family member
- Attending education appointments/interviews
- Civil defence duties
- Court proceedings
- Cultural activities (domestic/overseas)
- Days of significance to Māori (e.g. Ratana Day)
- Disciplinary/grievance/dispute hearings
- Educational courses/conferences/examinations/hui
- Meetings of statutory authorities
- Outward bound courses
- Religious observances (e.g. Jewish New Year or Day of Atonement)
- Sporting activities.

7.11 Jury Service and Witness Leave

Except where employees are pursuing their own interests or where answering charges against themselves, where the employee is obliged to undertake jury service, the difference between the fees (excluding reimbursing payments) paid by the Court and the employees' ordinary pay shall be made up by the Employer.

The employee must produce the Court expenses voucher to the Employer and the employee must return to work immediately on any day he/she is not actually serving on a jury.

Note: The entitlements laid out in clause 7 of this Agreement are inclusive of and not in addition to those contained in the leave provisions of the Holidays Act 2003. Employees may obtain further information and advice about leave entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment.

8. RAISING EMPLOYMENT RELATIONSHIP PROBLEMS

8.1 Definitions

An *employment relationship problem* includes a personal grievance, a dispute and any other problem relating to employment. However it does not include any problem to do with the negotiation of new terms and conditions of employment.

- (a) A "personal grievance" means a claim that an employee
- (i) Has been unjustifiably dismissed; or
 - (ii) Has had his/her employment, or his/her disadvantage by some unjustifiable action by the employer; or
 - (iii) Has been discriminated against in his/her employment; or
 - (iv) Has been sexually harassed in his/her employment; or
 - (v) Has been racially harassed in his/her employment; or
 - (vi) Has been subjected to duress in relation to union membership.

NOTE: The terms used in this clause have precise legal meanings, which are set out in detail in the ERA. Employees who believe they have a personal grievance should seek the advice of the union. See your delegate or organiser first.

- (b) A "dispute" is a disagreement over the interpretation or application, or operation of an employment agreement.

8.2 Raising an Employment Relationship Problem

If the employee thinks they have an employment relationship problem they should discuss this with their reporting manager and/or a member of the Employer's People & Culture team at the earliest opportunity in an attempt to resolve the matter quickly by direct discussion. The employee is entitled to seek advice and assistance from a Union representative in raising and discussing the problem.

The employee, Employer and Union will try in good faith to resolve the problem without the need for further intervention.

If the matter remains unresolved, the employee should contact the mediation service of the Ministry of Business, Innovation and Employment, which is a free mediation service which can provide assistance to help resolve the problem. All parties must co-operate in good faith with the mediator in a further effort to resolve the problem. Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties' positions. Any settlement of the problem signed by the mediator will be final and binding.

The Ministry of Business, Innovation and Employment can be contacted on:

0800 800 863, or
www.employment.govt.nz

8.3 Time Limit for raising a personal grievance

If the employee wishes to raise a personal grievance, they must do so within 90 days of the date when the alleged grievance occurred or came to their attention, whichever is the later. From 13 June 2023, employees have 12 months to raise a grievance related to sexual harassment. The grievance is 'raised' as soon as the employee has informed the Employer

that they consider they have a personal grievance they want addressed.

An employee may also make application to the Employment Relations Authority for permission to raise the matter outside the 90-day (or 120-day) period.

8.4 Choice of Procedures

In circumstances involving discrimination or harassment, as an alternative to the procedures in the ERA, the employee has the option of laying a complaint under the Human Rights Act 1993. The employee should seek independent advice on the options; such advice may be obtained from the Human Rights Commission or the Mediation Service.

8.5 Statement of Reasons for Dismissal

An Employee who is dismissed will be given a written statement giving the reasons for dismissal at the time of dismissal.

8.6 Other Options

In the event that the matter is not resolved by mediation, the matter may be referred to the Employment Relations Authority for a decision. Either party may appeal such a decision to the Employment Court.

NOTE: The powers of the Employment Relations Authority, and the remedies it may award, are set out in detail in the ERA. Your union can advise and assist you.

9. TERMINATION OF EMPLOYMENT

9.1 Notice

- (a) One month's written notice is required should either party wish to terminate this agreement. The Employer may, at its discretion, elect to pay salary in lieu of all or part of the notice period.
- (b) Where notice is not given, the notice period shall be paid in lieu thereof or forfeited.
- (c) The Employer can end the employee's employment at any time, by giving the amount of written notice specified above, for circumstances including (but not limited to) incapacity for medical reasons, misconduct, redundancy, poor performance or breach of this agreement. Nothing in this clause prevents the Employer from terminating an employee's employment without notice, and without payment in lieu of notice, for serious misconduct.
- (d) If the Employer gives the employee notice of termination of employment, then the Employer may require the employee to report for work or not to carry out some of their normal duties during some or all of the notice period.
- (e) Unless otherwise agreed, in writing, the employee may not commence employment with another employer, during their notice period.
- (f) Upon termination of employment for whatever reason, the employee agrees to, within 48 hours of their last working day, deliver to their supervisor any and all company property including all records and information specified in this agreement as belonging to the Employer (including confidential information) which may be in the employee's possession or under their control. The employee shall also return all work produced in the performance of their duties under this agreement.
- (g) If the employee is required to work on the premises of one of the Employer's clients, or on a specific project for one of its clients, and the client withdraws their permission for the employee to enter onto their premises or to continue working on their project, the

Employer will endeavour to redeploy the employee into an alternative position with the Employer. However, if there are no suitable redeployment opportunities available, the Employer may terminate the employee's employment by the giving of one month's written notice.

9.2 Fixed Term Agreements

- (a) The employee's employment will finish at the end of the fixed term detailed in their letter of appointment, unless terminated earlier in accordance with the early termination provisions of this agreement set out in sub-clause 9.2(c) below.
- (b) One month's written notice is required should either the Employer or the employee want to terminate the employment before the expiry of the term of the agreement. The Employer may, at its discretion, elect to pay salary in lieu of all or part of the notice period.
- (c) The Employer can end the employee's employment at any time by giving the employee the amount of written notice specified above, for circumstances including (but not limited to) incapacity for medical reasons, misconduct, redundancy, poor performance or breach of this agreement. Nothing in this clause prevents the Employer from terminating the employee's employment without notice, and without payment in lieu of notice, for serious misconduct.
- (d) Sub-clause 9.1 (d) to (g) above also apply to employees on fixed term agreements.

10. REDUNDANCY

- 10.1** For the purposes of this Agreement, redundancy is a situation where the employee's position is or will become surplus to the requirements of the Employer's business.
- 10.2** If the Employer considers that the employee's position of employment could be affected by redundancy or could be made redundant, the employer shall, at the earliest opportunity (subject to commercial sensitivities and in accordance with section 4A of the Act), notify and consult with the employee and NZEI regarding the possibility of redundancy and, before a decision to proceed with redundancy is made, consider whether there are any alternatives to dismissal (such as redeployment to another role).
- 10.3** If the employee's employment is to be terminated by reason of redundancy, the employee shall be provided with not less than one month's notice in writing. This notice is in substitution for and not in addition to the notice set out in the Termination of Employment Clause 9.1. The Employer may at its sole discretion pay the employee in lieu of such notice.
- 10.4** If the employee's employment is terminated on the basis of redundancy, the employee shall be entitled to notice of termination of employment as specified in clause 9.1 but shall not be entitled to any redundancy compensation.
- 10.5** Where the employee is given notice under redundancy and voluntarily terminates their employment before the expiry of the notice period it will be at the sole discretion of the Employer as to whether the employee will be paid for the unworked period of notice.

11. SUSPENSION

- 11.1** In the event that the Employer wishes to investigate any alleged misconduct, it may, after discussing a proposal of suspension with the employee and considering the employee's views, suspend the employee on pay whilst the investigation is carried out.

12. ABANDONMENT OF EMPLOYMENT

- 12.1** In the event that the employee has been absent from work for five consecutive working days without the Employer's consent, and the Employer has made all reasonable efforts to contact the employee, it may deem that you have terminated your employment without notice.

13. EMPLOYEE PROTECTION PROVISIONS

- 13.1** Where the Employer proposes to restructure its business by:

- (a) Selling or transferring a part or all of the business to another person; or
- (b) Contracting another business to perform work that was previously performed in-house;

and following the restructuring the employees work is to be performed for a new employer then the Employer will negotiate with the prospective new employer regarding the transfer of the affected employees to the prospective new employer.

- 13.2** The process which the Employer will follow in its negotiations with the prospective new employer will include (but not be limited to):

- (a) Proposing, as a term of sale, transfer or contracting out that the prospective new employer offer employment to all affected employees on the same or substantially the same terms and conditions as the existing terms and conditions and agree to treat service as if it were continuous; and
- (b) Use its best endeavours to reach agreement with the prospective new Employer that the prospective new employer will offer employment to the affected employees on terms which are the same or substantially similar to the employees terms of employment at the time of the sale, transfer or contracting out whilst recognising, however, that there is no obligation on the Employer to achieve that outcome in such negotiations.

- 13.3** The matters relating to the affected employees which the Employer will negotiate with the prospective new employer will include (but not be limited to):

- (a) the number of employees to whom the prospective new employer will offer employment and the terms of such offer; and
- (b) the process of and criteria for selection of the employees to whom the prospective new employer does not propose to offer employment.

- 13.4** Where the Employer reaches an agreement with the prospective new employer regarding the sale, transfer or contracting out then the Employer will advise the affected employees and NZEI of the outcome of the negotiations and, in particular, pass on the terms of any offer of employment by the prospective new employer. It is then for the employee to elect whether or not to transfer.

- 13.5** If the employee does not receive an offer of employment from the new employer or the employee elects not to accept an offer of employment from the new employer, the following shall apply.

Notice

- (a) The employee shall be entitled as of right to receive not less than one month's notice in writing. This notice is in substitution for and not in addition to the notice set out in Termination of Employment Clause 9.1 and the Redundancy Clause

10 above;

- (b) The employee, or NZEI on their behalf may, within 2 working days of receiving notice, request a longer or shorter notice period and shall provide the Employer with reasons for such a request;
- (c) The Employer shall, within 2 working days of receiving such a request, consider the request and, at its sole discretion, and not taking into account any such previous decisions, accept or decline the request;

Compensation

- (d) The employee shall not be entitled to any payment by way of compensation for redundancy;
- (e) The employee may request alternative entitlements (other than redundancy compensation and shall provide reasons to support that request;
- (f) On receiving such a request the Employer shall consider the request but its decision is entirely discretionary and the Employer shall not be bound to make any payment or grant any request (notwithstanding whether such payments were made previously).

14. CONFIDENTIALITY

During the course of employment the employee may have access to confidential information and knowledge relating to the Employer's business.

In this clause "**Confidential information**" includes any information relating to the business or financial affairs of the Employer and/or our clients, such as trade secrets, technology, prospective clients and suppliers, client and supplier lists, intellectual property, marketing plans, computer software, costings, financial details or records, pricing policies, confidential operations processes or information relating to the Employer's business which has come to the employee's attention or which has been disclosed or might reasonably be understood to have been disclosed to the employee in confidence and which is not already in the public domain or which is obvious or trivial.

Information pertaining to any other employee of the company protected from disclosure under the Privacy Act 2020 is also considered to be confidential information.

The employee agrees they you will not use for their own benefit or for the benefit of any other person or entity any such confidential information.

The employee also agrees that they shall not disclose, or permit to be disclosed in whole or in part whether directly or indirectly any confidential information to any person or entity.

In addition, the employee agrees not to use or attempt to use any confidential information in any manner that may injure or cause loss whether directly or indirectly to the Employer and/or their clients.

This restriction shall not apply to any information which has entered the public domain otherwise than as a result of any breach by the employee of this condition.

The only exceptions to the prohibition against the disclosure of confidential information are where the disclosure is required by law, is necessary to the performing of obligations under this agreement, is made to a professional legal advisor or is consented to by the Employer in writing.

This clause retains in force after the employee is no longer employed, regardless of the reason for departure.

15. HEALTH & SAFETY

The employee shall comply with all of the Employer's health and safety policies and procedures (and client's health and safety policies and procedures where the employee is based at a client's premise).

The employee shall notify the Employer promptly after the occurrence of an accident, damage to equipment or of any actual or potential hazard and will assist the Employer to maintain a safe workplace and to comply with its health and safety obligations.

The employee must take all practicable steps to ensure their own safety while at work, and not do anything to cause harm to any other person (refer to Appendix 1).

16. SEXUAL HARASSMENT

The employee acknowledges that sexual harassment is unacceptable. In proven cases of sexual harassment towards other employees, disciplinary action (which may include dismissal), will be taken.

If the employee is subject to sexual harassment whether by other employees or clients/stakeholders of the Employer, the Employee should immediately inform the Employer, so that steps may be taken to investigate the complaint and avoid any recurrence.

17. IMMIGRATION

The employee's continued employment is dependent upon them retaining the legal right to work in New Zealand. It is the Employee's responsibility to ensure they are legally entitled to work in New Zealand throughout the duration of their employment. They agree that, at the date of commencement and throughout the duration of their employment, they will be legally entitled to work in New Zealand, either through citizenship, residency or a valid work permit.

In the event the employee becomes aware that they may lose, or have lost the legal entitlement to work in New Zealand, for example, due to them no longer holding a valid work permit, the employee must inform the Employer immediately.

18. TERM

This Collective Employment Agreement shall come into force effective on March 31, 2023 and expire on March 31, 2024.

19. SERVICE

For the purposes of all service-related benefits, the employee's service shall be deemed to have commenced with the Employer from the date they commence employment with the Employer, or from the date in 2008 when they were employed by the Employer pursuant to an individual employment agreement (whichever is the later).

SIGNATORIES

Signed on behalf of
Auckland UniServices Limited

X *Cheryl Kirkness*

Date 18/12/2023

Signed on behalf of
New Zealand Educational Institute Te Riu Roa

A handwritten signature in black ink, appearing to be 'K. Sturman', written over a horizontal line.

Date 14/12/23

Type text here

APPENDIX 1

6.1(i) Meal and Snack Guidelines - Domestic Travel

How Much Should I Spend and Claim on Food and Beverages?

The [Travel Policy](#) allows for the actual and reasonable cost of meals, appropriate to the travel, to be reimbursed to the person travelling on approved UniServices business. Any meals to be paid for by UniServices should be mid-range. The cost of meals is only reimbursable when travelling outside your home city.

Meal and Snack Guidelines - Domestic Travel – current guidelines July 2023

- Breakfast: up to \$25, including beverages and snacks
- Lunch: up to \$30, including beverages and snacks
- Dinner: up to \$35, including beverages and snacks

Additional snacks and beverages – refer policy statement 39, below.

When claiming for meal, the above cost guidelines can be aggregated on a daily basis e.g.

- Breakfast & Lunch – total daily spend of \$55
- Lunch & Dinner – total daily spend of \$65
- Breakfast, Lunch & Dinner- total daily spend of \$90

Please also note the following points (extracted from the UoA Travel Expenses and Booking Procedures) must still be adhered to:

Meals

36. The actual and reasonable cost of meals appropriate to the travel will be reimbursed.
37. The cost of meals to be paid for by the University must be in the mid-range both in respect to the eating establishment concerned and the menu of the eating establishment.
38. The cost of meals is only reimbursable when travelling outside your home city.
39. Snacks including coffee are not reimbursable unless the snack is in lieu of a meal.

Alcohol

40. Mid-range priced alcohol when travelling on an approved University trip is reimbursable only when consumed in moderation with a meal or at a function.
Note - One or two glasses of wine or bottles of beer per person per day are considered moderate.
41. The price of a bottle of wine to be shared is not to exceed NZD\$100 GST inclusive.

Note: All previous appendices to be removed in the new agreement as policies and procedures are to be accessed from the UniServices staff intranet 'Luminate' which will hold the most up-to-date version of any policy or procedure. Also, professional standards are held elsewhere and are not a part of the collective agreement.

**The Values of UniServices
Performance Partnering
Framework**

Partner with Purpose

- We value teamwork, collaboration, collegiality
- We treat people fairly and with respect
- D Difference and diversity enriches our work

Pursue with Passion

- We are responsible and accountable
- We take opportunities to build skills and knowledge base
- We value ourselves and the contribution we make

Create the Future

- I We strive to identify and implement workplace improvements
- I We look for ways to better adapt to change to meet future challenges
- C We explore solutions to problems

**The Standards for
the Teaching
Profession**

- Te Tiriti o Waitangi Partnership
- Professional Learning
- Professional Relationships
- Learning-Focused Culture
- Design for Learning
- Teaching

~~Future Learning Solutions Values~~

**He Tangata I People
Building Respectful
Relationships**

- " Maintain a nurturing and caring environment
- " Value ourselves and our relationships with others
- " Actively listen, be curious, ask questions
- " Relate in a way that preserves mana

**Ngakau Tapatahi I Integrity
Working with Honesty and
Authenticity**

- Maintain well being, demonstrate core kaitiaki values
- " Understand and be loyal to our strategic organisational goals
- Demonstrate humility in our work
- " Challenge our past, current and future thinking

**Te Thi I Passion
Committing to Making a
Difference**

- " Model best practice and tikanga that supports wellbeing
- " Pursue opportunities to collaborate and innovate
- " Encourage critical future focused thinking
- " Take action, lead by doing

**Te Hiranga I Excellence
Striving for Continuous
Improvement**

- Strategise to support and protect wellbeing
- " Foster a culture of excellence
- Seek ways to strengthen our practice
- " Actively support FLS kaupapa to bring strategy to life

