



University of Canterbury

EDUCATION PLUS COLLECTIVE AGREEMENT

1 April 2008 – 31 March 2010

NZEI • TE RIU ROA

Te Wai Pounamu Southern Region

University of Canterbury
EDUCATION PLUS COLLECTIVE AGREEMENT

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PART 1: GENERAL

1.1 PARTIES TO AGREEMENT

The parties to this Agreement are the New Zealand Educational Institute and the 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 who may be referred to as an Adviser and 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.

1.3 TERM OF THE AGREEMENT

This agreement shall be deemed to come into effect on 1 April 2008 and shall expire on 31 March 2010.

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 "Employer" means the Vice Chancellor, University of Canterbury

1.6.2 "Employee" is defined in clause 1.2.1.

1.6.3 "University" means University of Canterbury

- 1.6.4 "NZEI" means the New Zealand Educational Institute Te Riu Roa.
- 1.6.5 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.
- 1.6.6 "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 LETTERS OF UNDERSTANDING

From time to time the parties will reach administrative agreements by exchange of letters.

1.8 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.

PART 2: TERMS OF EMPLOYMENT

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 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 Advertising of Positions

- (a) All continuing positions and positions of more than 12 months will be advertised nationally.
- (b) The employer will notify all other vacancies in a manner sufficient to enable suitably qualified persons to apply for the positions.
- (c) The type of position will be stated - i.e. continuing or fixed term, full time, part time or shared.
- (d) Where provided for in advertisements, consequential appointments can be made.

- (e) The employer may appoint an employee who is declared surplus from a position under this agreement without the formal advertisement required under (a) of this section.
- (f) Where a fixed term appointment at a responsibility level is to be made such that the appointee must be selected from within the existing staff, the advertising of that position shall be done internally.
- (g) Notwithstanding clause (a) above, where the status of a position is altered from fixed term to continuing and it is intended to appoint the incumbent, the employer need not advertise the position but the employer should notify NZEI.
- (h) Notwithstanding clause (a) above, where the status of a position is altered from fixed term to continuing, and the position is substantially the same as that held by a number of fixed term incumbents, the position need only be advertised internally.

2.1.4 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

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

- 2.3.1 Employment may be terminated at any time by either party giving the other party two months' notice unless an alternative period is mutually agreed.
- 2.3.2 Failure to provide appropriate notice may result in payment in lieu.
- 2.3.3 Nothing in this agreement will remove the right of the employer to terminate the employment of an employee summarily, for serious breach of agreement.

2.4 PERSONAL FILES

2.4.1 Employees shall have access to their personal files.

PART 3: WORKLOAD

3.1 INTENT

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, subject to 3.1(b), to allocate annual workload.
- (b) provide 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 and research activities 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

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 AND RESEARCH

- 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 research and the need for all employees to undertake these activities.
- 3.3.3 This agreement shall not be interpreted in any way so as to diminish the significance of professional development and research as an element of

workload, and consequently any reallocation of duties will not reduce the employee's entitlement to professional development and research as established in the annual work plan.

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

3.4 ALLOCATION OF WORKLOAD

3.4.1 Determination of Workload

Workload shall be allocated subject to subclause 3.1 by agreement between the employer and the employee as a part of the negotiated performance agreement for the next year, in line with the provisions contained in this agreement. Where required by the employee or employer, this will be recorded in an agreed 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 negotiated and allocated between the employer and the employee :

- (a) the nature of the courses being offered or reading recovery programme 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 and research activities.

3.5 HOURS OF WORK

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

PART 4: LEAVE

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, Easter Tuesday, ANZAC Day, the observed birthday of the Reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary 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 The employee will reserve ten days of their annual leave allocation to be taken over the Xmas / New Year period when the University is closed (excluding the public holidays).

4.4.3 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.

4.4.4 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 SICK LEAVE

4.5.1 Entitlement

Length of service	Aggregate period for which sick leave on pay may be granted during service
Up to three months	7 days
Over three months and up to six months	14 days
Over six months and up to nine months	31 days
Over nine months and up to five years	46 days
Over five years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

NOTE: Existing employees, as at 1 January 1999, shall preserve accumulated sick leave entitlement where such exceeds the table 4.5.1. New entitlement will be as per 4.5.1.

4.5.2 Applications for Sick Leave

Sick leave applications in excess of five days shall be supported by a medical certificate or other satisfactory evidence.

4.5.3 Extensions Beyond Entitlement

In special circumstances the employer may grant an extension of sick leave with pay beyond entitlement or in anticipation of any future entitlement provided no extension is granted beyond 306 days.

4.5.4 Sick Leave Service

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.

4.5.5 Service prior to 31. December 2006 at Christchurch College of Education will also count for sick leave purposes.

4.5.6 Disregarded Sick Leave

Sick leave may be disregarded, up to an aggregate of two years, in the following cases:

- (a) Sickness caused by working conditions which is not compensated for by ACC
- (b) Epidemic diseases
- (c) Infectious diseases

Note: This entitlement is inclusive of and not in addition to the special leave entitlement provided in the Holidays Act 2003.

4.5.7 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 SICK LEAVE PROVISION FOR PUBLIC HOLIDAYS AND WEEKENDS

4.6.1 Any public holiday which occurs within an unbroken sick leave period is not counted for purposes of calculating sick leave usage.

4.6.2 Any weekend which occurs within an unbroken sick leave period is to be counted for purposes of calculating sick leave usage.

4.6.3 Reductions in Holiday Pay for Sick Leave Without Pay

Annual pay shall be calculated in accordance with the Holidays Act 2003 and subsequent amendments.

4.7 EMPLOYEES TEMPORARILY WORKING REDUCED HOURS ON ACCOUNT OF SICKNESS

4.7.1 At the discretion of the employer an employee who has been on sick leave may return to duty on a reduced hours basis if the employee's doctor so recommends and provides a medical clearance and there would be no staffing or timetabling problems for the University of Canterbury.

4.7.2 The proportion of time to be worked shall be established by agreement. The balance of the employment ratio shall be debited against the sick leave entitlement.

4.8 ACCIDENT COMPENSATION

4.8.1 Attention is drawn to the Injury Prevention Rehabilitation and Compensation Act 2001. The provisions of this act shall apply.

4.8.2 When the absence is on account of injury by accident and earnings related compensation is payable to the employee, normal pay is to continue and the employer is to obtain reimbursement from the Accident Compensation Corporation.

4.8.3 If the accident was work related there is no debit against sick leave entitlement. However if the accident was non-work related, the sick leave

entitlement is debited to the extent to which the salary payable for the time actually worked plus the earning related compensation is made up to give normal full salary.

4.9 DOMESTIC LEAVE

- 4.9.1 Where an employee must, because of an emergency, attend to a member of the household, who through illness becomes dependent on the employee, leave on full pay shall be granted as a charge against the employee's sick leave entitlement. This person will in most cases be the employee's child or partner, but may be another member of the employee's family or household/whanau.
- 4.9.2 The employee shall ensure that notice is given to the employer as soon as practicable on the first day of absence.

4.10 PARENTAL LEAVE AND GRANT

- 4.10.1 Parental leave is leave without pay.

Continuing and fixed term employees appointed for more than 12 months and part time employees who are employed for at least 10 hours per week are entitled to parental leave on the following basis:

- (a) A female employee who is pregnant or an employee whose partner is pregnant is entitled to parental leave and protection of employment. Leave may commence at any time during the pregnancy subject to the employee giving the employer one month's notice in writing, supported by a medical certificate. A shorter period shall be accepted on the recommendation of a medical practitioner;
- (b) Employees whose partners are pregnant shall support their application for leave with either their partner's medical certificate or a letter from their partner;
- (c) The total amount of time taken by both partners shall not exceed 52 weeks;
- (d) Employees with 12 months' or more service, shall be entitled to 12 months' leave;
- (e) Employees with less than 12 months' service shall be entitled to six months' leave and may be granted up to six months' additional leave at the discretion of the employer;
- (f) An employee intending to legally adopt a child under the age of 12 months or enter into a whaangai arrangement, subject to satisfactory evidence, shall be entitled to parental leave from the date of assuming responsibility for the child as if sub-clause (d) or (e) above applied. The requirement of one month's notice does not apply;
- (g) An employee must give the employer at least one month's notice if it is the intention to return to work before parental leave expires. When a female employee suffers a miscarriage or stillbirth a request to return to work early must be granted;
- (h) Periods of illness due to pregnancy prior to the birth may be charged against the female employee's sick leave entitlement;

- (i) An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave;
- (j) Annual leave due will not be required to be taken before the employee proceeds on parental leave, but may be held over and taken when the employee returns to work.

4.10.2 **Parental Grant**

- (a) A parental grant is payable to a female employee on production of a birth certificate or evidence of an approved adoption or whaangai placement, whether she is granted parental leave without pay or resigns because of pregnancy or adoption.
- (b) The amount of the grant is six week's full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the employee was granted leave of absence or resigns.

4.10.3 **Paternity Leave**

Special paid leave of one week is available to male employees at the time of the birth or adoption of their children, unless they are the primary caregiver and are in receipt of paid parental leave.

4.11 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

4.11.1 An employee who resigned from a continuing position to care for pre-school children, may apply to re-enter the College of Education, Education Plus under preferential provisions. Employees may apply for preferential re-entry 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 employee must produce the child's birth certificate and sign a statutory declaration to the effect that absence has been due to the care of a pre-school 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.

4.11.2 Where the employee meets all the provisions of clause 4.11.1 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;
- (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.

4.11.3 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 4.11.1(a) the benefits of these provisions will lapse.

4.11.4 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.

4.12 BEREAVEMENT/TANGIHANGA LEAVE

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

In granting time off 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;
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort;
- (g) The unveiling of the headstone forms part of the Tangihanga.

NOTE: This entitlement is inclusive of and not in addition to the special leave entitlement provided for in the Holidays Act 2003.

4.13 SPECIAL LEAVE

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 4.14.

4.14 LEAVE FOR PROFESSIONAL AND UNION BUSINESS

4.14.1 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.

4.14.2 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 party 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.

4.14.3 Sabbatical Leave

From 1 January 2007, up to 5 paid sabbatical leave positions, each of one school term, 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 leave
- (b) for the purposes of sub clause (a) previous continuous service with the Christchurch College of Education and/or post merger service with the University of Canterbury will be recognised.
- (c) In applying for paid sabbatical leave, an employee would develop a proposal, identifying the purposes for which they would use the sabbatical and the likely benefits for the individual, employer and the wider school and/or early childhood sector.

PART 5 - SALARIES

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 Salary Scale effective TO 31 December 2008

Step	From 1 July 2007 \$	From 1 April 2008 \$	From 1 July 2008 \$
10	72,493	74,958	75,355
9	71,225	73,647	74,037
8	69,149	71,500	71,879
7	66,298	68,552	68,915
6	63,801	65,970	66,320
5	61,305	63,389	63,725
4	58,809	60,808	61,130
3	56,669	58,595	58,906
2	54,529	56,383	56,682
1	52,389	54,170	54,457

Senior Advisors scale

Senior Advisors Step One	Minimum	Maximum
From 1 July 2007	72,493	83,919
From 1 April 2008	74,958	86,772
From 1 July 2008	75,335	87,232

Senior Advisors Step Two	Minimum	Maximum
From 1 July 2007	83,920	95,569
From 1 April 2008	86,774	98,818
From 1 July 2008	87,234	99,342

5.3.2 Salary Scale effective FROM 1 January 2009

Advisors:

Scale	1 January 2009	1 April 2009
AS9	75,000	76,875
AS8	73,000	74,825
AS7	71,000	72,775
AS6	69,000	70,725
AS5 Merit Point	66,500	68,162
AS4	65,000	66,625
AS3	63,500	65,087
AS2	62,000	63,550
AS1	60,500	62,012

Senior Advisors:

Scale	1 January 2009	1 April 2009
SA5	86,000 *	88,150
SA4	84,000	86,100
SA3 Merit Point	81,000	83,025
SA2	79,000	80,975
SA1	77,000	78,925

Team Leaders:

Scale	1 January 2009	1 April 2009
TL5	97,000	99,425
TL4	94,500	96,862
TL3 Merit Point	91,000	93,275
TL2	88,500	90,712
TL1	86,000	88,150

*Variable Supplement payment available to Senior Advisor at top of range (not for straight coordination roles) \$1500 per annum

- 5.3.3 All members will be assigned a step on the new salary scale (effective 1.1.2009) that is closest to their salary as at 1.4.08. If a member is within \$500 of the next highest step within their grouping they will be categorised up one step.
- 5.3.4 Employees paid at a rate above either scale (i.e. 5.3.1 and 5.3.2) will continue to receive the scheduled increases on their actual rate until such time as their rate is subsumed into a rate in 5.3.2.

5.4 SALARIES FOR APPOINTMENTS

5.4.1 The Advisors Salary Scale

In general, an employee will be appointed at the Advisors salary scale if he/she has not been employed as an adviser or tutor or new settlers co-ordinator.

5.4.2 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.

5.4.3 Basic Advisors Scale Progression

Employees shall be paid salary at the appropriate rate specified in the basic Advisors scale and will progress by annual automatic increments to the top of the scale except where clauses 5.4.4 and 5.4.5 apply.

NB This clause to be amended following the agreement of the Promotions Working Party.

5.4.4 Withholding of Increments

Where in the opinion of the employer the work of an employee for the previous year has been unsatisfactory an increment may be withheld. The employee concerned shall be notified of the decision and the reasons for it.

5.4.5 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 PROMOTION WITHIN AND BEYOND THE ADVISORS SCALE

***NB** This entire clause will be amended following the agreement of the Promotions Working Party and the incorporation of the change into the collective agreement.*

A working party will be established to agree the criteria for promotion beyond the merit points and from advisor to senior advisor. The principles that will guide the working party are attached as Annex 1.

Movement by promotion over the merit point and from Advisor to Senior Advisor is by promotion process in mid 2009. If the member's salary is above the maximum of their current level the member is entitled to apply for an accelerated promotion in this promotion round.

5.6 REDUCTION IN SALARY

5.6.1 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.

5.7 PAYMENT OF SALARY

- 5.7.1
- (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 adviser or tutor 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 MYPAY system.

5.7.2 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.

5.7.3 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.

5.7.4 **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.

5.7.5 **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 Advisors 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.
- (ii) A fixed term part-time employee, on completion of each 1880 hours work (based upon an average of 40 hours per week exclusive of annual leave) above, shall be paid salary at the next highest level on the Advisors Scale until the maximum step has been reached.
- (iii) Fixed term part-time employees may also be paid pursuant to clause 5.7.6 at the discretion of the employer provided that employees employed on a pro-rata basis at the date of signing of this agreement shall not have their method of salary calculation varied during the term of this collective employment agreement.

5.7.6 **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 Advisors Scale or the Senior Advisors Scale which would be payable if the employee were employed in a full time position.
- (b) A part-time employee shall have access to an annual salary increment upon completion of 1880 hours work.

5.8 SALARY STRUCTURE REVIEW

The Pro Vice Chancellor will establish a Salary Structure Review Group to monitor, review and make recommendations relating to the impact on employees and on the University of Canterbury of the promotion and salary provisions within this agreement.

5.8.1 The Salary Structure Review Group will work to agreed Terms of Reference.

5.8.2 The composition of the Salary Structure Review Group shall be:

- (a) two representatives of the University of Canterbury, College of Education nominated by the Pro Vice Chancellor
- (b) two representatives nominated by NZEI Te Riu Roa.

- 5.8.3 In the event that the Review Group recommends (within its terms of reference and the term of this agreement) changes, which would affect the collective agreement, both parties may agree to vary the procedures for employee promotion within the period of the agreement.

5.9 ALLOWANCES

5.7.1 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

Employees may belong to the Government Superannuation Fund, the New Zealand Universities Superannuation Scheme or any other approved scheme in accordance with the provisions of the fund or scheme, from the date that the Christchurch College of Education was disestablished and incorporated into the University of Canterbury, provided that in the case of schemes other than the Government Superannuation Fund or the New Zealand Universities Superannuation Scheme the rate of the employer contribution including tax does not exceed that stipulated for the New Zealand Universities Superannuation Scheme.

PART 6 - ALLOWANCES AND EXPENSES

6.1 TRAVELLING ALLOWANCE

- 6.1.1 An employee required to travel within New Zealand on official business shall be provided with a UC PCard for the payment of accommodation, travel and other reasonable incidental expenses. There will be no maximum limit, however purchases must be fair and reasonable expenses related to the business.

Employees will be paid an allowance for staying privately of \$66.52 per night away in recognition of dinner, bed and breakfast.

The employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where the situation is such that an employee cannot make alternative arrangements for the care of his / her dependants without incurring extra expenses.

- 6.1.2 When an employee is required to travel on official business but not stay overnight and work continues in excess of twelve hours, the employee shall be entitled for reimbursement of an evening meal.

6.1.3 **Lunch Allowance**

When absence from headquarters over lunch breaks is not a common occurrence, and warning has not been given on the previous working day, the employee is entitled to an actual and reasonable reimbursement of a lunch.

6.1.4 **Provision of Transport**

Employers 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**

Where the use of a motor vehicle has been approved the employee shall be paid an allowance of 67cents per kilometre for a car and 31 cents per kilometre for a motorcycle. This allowance to be reviewed at 1 January 2009 when Education Plus is relocated to the Dovedale campus.

6.1.6 **Subscriptions to Professional Association**

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

6.2 TRANSFER EXPENSES

- 6.2.1 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.

6.2.2 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.

6.3 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 Rehabilitation and Compensation Insurance Act 1992 to an equivalent or greater extent have been made.

6.4 HIGHER DUTIES ALLOWANCE

6.4.1 **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.

6.4.2 **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.

6.5 EYE TESTS AND GLASSES

An employee who is engaged in VDU duties for at least 50% of his/her normal working time shall be entitled to an eye test at the employer's expense immediately upon being assigned to such duties. Further tests shall be provided at not less than two yearly intervals upon application to the employer. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU then the cost of spectacles will be met by the employer provided that the employee has at least 12 month's service. The reimbursement cost of the spectacles shall not exceed \$350.00

PART 7 - SURPLUS STAFFING

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

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

There will be no right to redundancy compensation or notice where the employer restructures, merges, amalgamates, downsizes or re-organises operations in all or part of the business and the employee is offered employment in the same or similar capacity (or in any other capacity which the employee is willing to accept) on substantially the same terms and conditions of employment (or on any terms and conditions which the employee is willing to accept).

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.

PART 8 – PROCEDURES FOR THE SETTLEMENT OF GRIEVANCES AND DISPUTES

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.

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of 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. A written submission is preferable but not necessary.

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 Department of Labour 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 The following principles are to be followed when dealing with disciplinary matters:

- (a) The employee must be advised of their right to request union assistance and/or representation at any stage.
- (b) The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
- (c) The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
- (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
- (e) Depending upon the seriousness of the misconduct, an oral warning should usually precede a written warning.
- (f) The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the employee and placed on their personal file.
- (g) If the offence is sufficiently serious an employee is to be placed on suspension pending an investigation under (d).
- (h) An employee aggrieved by any action taken by an employer must be advised of their right to pursue a grievance in terms of 8.1 of this agreement.

8.2.2 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 Teacher Registration Board) until the employee has had reasonable time to comment (in writing or orally or both) to the employer.

8.3 SEXUAL HARASSMENT

An employee is sexually harassed in his/her employment if the employer or a representative of the employer:

- (a) makes a request of that employee for sexual intercourse, sexual contact, or other form of sexual activity which contains:
 - (i) an implied or overt promise of preferential treatment in that employee's employment; or
 - (ii) an implied or overt threat of detrimental treatment in that employee's employment; or
 - (iii) an implied or overt threat about the present or future employment status of that employee; or
- (b) By:
 - (i) the use of words (whether written or spoken) of a sexual nature; or
 - (ii) physical behaviour of a sexual nature - or subjects the employee to behaviour which is unwelcome or offensive to that employee (whether or not that is conveyed to the employer or representative) and which is either repeated or of such a significant nature that it has a detrimental effect on that employee's employment, job performance, or job satisfaction.

An employee is also sexually harassed in his/her employment (whether by a co-employee or by a client or customer of the employer), if the circumstances described in this clause have occurred.

PART 9 - INDUSTRIAL DEMOCRACY

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.

9.6 PASSING ON

The University of Canterbury agrees not to pass on the terms negotiated in this Collective Agreement until after 1 September 2008.

The Pro Vice Chancellor (Education) 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.

Professor Gail Gillon, Pro Vice Chancellor Education on behalf of the Employer,
University of Canterbury.

Dated:

Lance Win, Regional Secretary, for and on behalf of NZEI Te Riu Roa members.

Dated

Appendix 1

PRINCIPLES / THEMES CRITERIA FOR PROGRESSION & PROMOTION

Evidence will be through the presentation of a portfolio including:

- A reflective journal
 - Evidence highlighting the achievement of agreed aims and goals.
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- Evidence of effectiveness of Professional development.
 - Innovation in delivery of professional development:
 - use of current research and theory
 - Involvement in the advancement of knowledge relating to discipline or subject field.
 - Application of bi-cultural awareness.
 - Seeks out personal professional development to continually improve work practice.
 - Support of colleagues and contribution to team.
 - Contribution to implementing Education Plus and University of Canterbury, College of Education Strategic Plans.
 - Development of the community profile of Education Plus/College of Education/UC.
 - Involvement in professional groups linked to discipline or subject field and/or Iwi/Maori organisations.

The parties also acknowledge the need to increase both the quantity and level of research over the next few years within the annual workload.