



# Collective Employment Agreement

## Tūtohu Mahi Tōpūtanga

*General Staff*

*1 July 2022 – 30 June 2024*



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# GENERAL STAFF, INCLUDING MAINTENANCE WORKERS, CLEANERS AND MEDICAL PRACTITIONERS COLLECTIVE EMPLOYMENT AGREEMENT

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<u>BETWEEN</u>	The Vice-Chancellor Te Tumu Whakarae, University of Canterbury Te Whare Wānanga o Waitaha ("the Employer"/ "the University")
<u>AND</u>	The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated ("TEU")
<u>AND</u>	The New Zealand Public Service Association Te Pukenga Here Tikanga Mahi ("PSA")
<u>AND</u>	E tū Incorporated ("E tū").

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## SECTION A: GENERAL HE KŌRERO WHĀNUI

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- This agreement is made pursuant to Part 5 of the Employment Relations Act 2000.
- This agreement shall be made readily accessible to all Employees.
- The terms and conditions of employment contained within this agreement are effective from 1 July 2022.

## SECTION B: COVERAGE OF THE AGREEMENT TE NUKU O TE TŪTOHU

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### B.1 Coverage

#### B.1.1 General Staff

- B.1.1.1 This agreement shall apply to those employees that are employed as General Staff who are members of the TEU or PSA excluding:
- Senior Leadership Team Members as defined at B.1.1.3 below, and positions that report directly to Senior Leadership Team Members, with the exception of the following roles who report to a Senior Leadership Team Member, but whose roles the parties have agreed this agreement should apply to: Personal Assistant, Academic Manager, Administrator, Academic Research Co-ordinator, Team Leader Professional Practice and Partnerships, Centre for Assessment and Monitoring Manager, Project Manager, Accreditation and Quality Assurance Manager, Internationalisation Manager,

Marketing Partner, or any other title that may be used in the future for these positions who report to a Senior Leadership Team member; and

- People and Culture Management positions, Senior People and Culture Business Partners, People and Culture Business Partners, People and Culture Specialists, People and Culture Team Leaders, People and Culture Consultants; and
- Non-administrative Recreation Centre Staff; and
- Casual staff as specified in clause C.1. or a student currently enrolled at the University who is employed for not more than 20 hours in any one week; and
- Early Childhood Education Teachers or Support Staff; and
- Positions covered by any other University of Canterbury collective employment agreement

B.1.1.2 The provisions of the collective employment agreement will apply to Campus Support Officers, Security Supervisors, Senior Campus Support Officer, Access/CCTV Administrator, and Security Manager, except for Section D (Hours of Work), F.2 (Meal Allowance), F.7.2 (Night Rate Allowance), F.7.3 (Saturday/Sunday Allowance), G.2 (University Holidays). The hours of work provisions for these employees will be as agreed on appointment, or any subsequent agreed variation.

B.1.1.3 For the purposes of this clause, Senior Leadership Team members are the Vice-Chancellor, Deputy Vice-Chancellors, roles with the title Executive Dean, Dean, Executive Director, Director, Registrar, or any other title that may be used in the future for these positions, plus any other position that the Employer may appoint to the Senior Leadership Team from time to time reporting to the Vice-Chancellor.

#### **B.1.2 Cleaners**

B.1.2.1 This agreement shall apply to those Employees employed as Cleaners and who are members of the TEU.

#### **B.1.3 Maintenance Workers**

B.1.3.1 This agreement shall apply to those Employees employed in one of the classifications set out at Appendix A (Boiler Staff, Plumbers, Building Trades Staff, Engineers, Building Compliance Officers, Labourers, Scaffolders and Trades Assistants) and to Grounds Staff (Gardeners' Assistants, Gardener or Foreperson) who are members of the TEU or E tū.

B.1.3.2 Nothing in this agreement shall apply to a student who is currently enrolled at the University of Canterbury as a casual or temporary Employee working in facility services, provided that

(i) the work carried out by such student shall be unskilled work and shall not include areas of work that are core roles of continuing maintenance workers; and

(ii) such students shall not be used to affect the employment of continuing staff or the work carried out by continuing staff.

#### **B.1.4 Medical Practitioners**

- B.1.4.1 This agreement shall apply to Employees of the University of Canterbury who are members of the TEU and whose duties include the practice of medicine (as defined from time to time by the New Zealand Medical Council) at the Health Centre and who are required, as a condition of employment, to hold a current practicing certificate.
- B.1.4.2 Nothing in this agreement shall apply to the Director of the Health Centre, casual staff and locums employed at the Health Centre
- B.1.4.3 The terms of this agreement shall apply to fixed term doctors, except where stated otherwise.

#### **B.1.5 New Employees**

- B.1.5.1 During the first 30 days of employment, the terms and conditions of new Employees, whose work falls within the coverage of sub-clauses B.1.1 to B.1.4, will be the terms and conditions of this agreement, and any such additional terms and conditions mutually agreed which are not inconsistent with this agreement.

## **SECTION C: TERMS OF EMPLOYMENT NGĀ HERENGA MAHI**

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### **C.1 Categories of Employee**

#### **C.1.1 Full-time Staff**

All staff working on a continuing basis for the full hours defined in this agreement.

#### **C.1.2 Part-time Staff**

All staff working on a continuing basis but for less than the full hours defined in this agreement. Part-time staff receive the entitlements of this agreement on a pro-rata basis.

#### **C.1.3 Casual Staff**

Shall mean those employed on an ad hoc hourly or daily basis without any commitment from either party as to an ongoing employment relationship.

#### **C.1.4 Fixed Term Staff**

Shall mean those engaged for a specified limited term, or for a specified project or to replace an Employee who is on parental leave.

### **C.2 Terms of Employment**

- C.2.1 Employees are subject to the regulations, instructions and resolutions of the University in the discharge of their duties.
- C.2.2 Employees are responsible to their Head of School/Department, Director or Manager as appropriate, who is in turn responsible to the relevant Senior Leadership Team member.
- C.2.3 The Vice-Chancellor is by statute the Employer of all staff and has the ultimate authority over staff.

### **C.3 Consultation**

- C.3.1 The unions party to this agreement recognise that the Employer has the right to manage, organise and make final decisions on the operations and policies of the University.
- C.3.2 The Employer recognises that the unions party to this agreement have a mutual interest in ensuring an effective and efficient workplace, that all parties to this agreement have an important contribution to make to achieve this goal, and that Employees should participate in management of change through an effective consultation process.
- C.3.3 The Employer will advise and consult any affected Employees and their representatives where the Employer proposes change which may result in significant changes to either the structures, staffing levels or work practices. 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 must 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. While there will be an attempt to reach agreement, the final decision shall be the responsibility of the Employer.
- C.3.4 Equally, there is an obligation on the unions party to this agreement to raise with the Employer at an early stage any issues or matters of concern which could have an impact on the operations of the University.

### **C.4 Redundancy Provisions**

- C.4.1 A redundancy may occur in a situation where an Employee's job is terminated because it has become superfluous to the University's needs.
- C.4.2 The Employer shall advise the Employee(s) affected and the relevant Employee organisation not less than three months prior to the redundancy taking effect. The three-month period is inclusive of the ordinary period of notice required in this agreement.
- C.4.3 At the time of giving notice, the Employer shall discuss with the Employee(s) details of the redundancy situation and the reasons for it and shall also give genuine consideration as to whether any alternatives to redundancy are appropriate, such as, but not limited to: redeployment; retraining; voluntary redundancy; natural attrition; reduction in hours; and early retirement.
- C.4.4 If pursuant to clause C.4.3, redeployment is considered appropriate, then:
  - C.4.4.1 By agreement the Employee(s) may be deployed to a position at the same, higher or lower salary. Where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the Employee in the old position at the time of redeployment.

- C.4.4.2 An equalisation allowance can be paid as either:
- a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increase); or
  - b) An on-going allowance for two years equivalent to the difference between the present salary (including superannuation) and the new salary. The allowance will be abated by any salary increase for the new position during the two-year period,  
as the Employer may decide.
- C.4.5 Where an Employee is redeployed into an alternative position, the Employee may, within the first six months in the new position, elect to resign from it, giving the appropriate notice, and will have any severance payment calculated under clause C.4.9 below paid as though they had not taken up the new position. Service in the new position does not count towards calculation of the severance payment.
- C.4.5.1 Where the equalisation allowance has been paid in a lump sum and the Employee resigns from the alternative position within the six month period specified in clause C.4.5, then the severance payment will be reduced by a pro rata amount.
- C.4.5.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause C.4.4.2(a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- C.4.6 In the case of redeployment into a fixed-term position which ceases to exist and the Employee is not redeployed to a further vacancy, the Employee will be paid a severance payment on the following basis:
- C.4.6.1 Where employment ceases within one year, the full severance payment.
  - C.4.6.2 Where employment ceases after one year but not exceeding three years, 50% of the severance payment.
  - C.4.6.3 Where employment ceases beyond three years, no severance payment.
- Service in the fixed-term position does not count towards calculation of the severance payment.
- C.4.7 If pursuant to clause C.4.3, an alternative to redundancy is not considered appropriate and the Employer decides that redundancy is still required then the affected Employee(s) will be notified in writing.
- C.4.8 An Employee who has been given notice of redundancy will, within the period of notice, be given reasonable time, on full pay, to make arrangements to seek new employment. These arrangements may include, for example, assistance in the preparation of a curriculum vitae, attendance at employment interviews and counselling.
- C.4.9 An Employee whose employment is terminated by reason of redundancy by the Employer shall be entitled to a severance payment calculated as follows:

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C.4.9.1 Six weeks ordinary pay (T1.0) for the first year of service or part thereof; and

C.4.9.2 Two weeks ordinary pay (T1.0) for the second and subsequent years or part thereof to a maximum payout of 44 weeks.

For Maintenance Workers, "ordinary pay" shall be calculated as ordinary pay (Time 1) or average weekly earnings over the preceding 52 weeks, whichever is higher.

C.4.10 A severance payment shall not be payable to temporary or fixed-term Employees.

#### **C.4.11 Employee Protection**

C.4.11.1 In any case of restructuring, as defined in the Employment Relations Act 2000, i.e. where the business (or part of it) is sold or contracted out to another person, the Employer will notify the Employee(s) that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.

C.4.11.2 In the course of negotiating a sale and purchase agreement or a contract for services, the Employer will:

- a) endeavour to obtain employment of the Employee(s) (if practicable) with the new Employer; and
- b) endeavour to obtain such employment on the same or not less favourable terms and conditions of employment.

C.4.11.3 The Employer will subsequently advise the Employee(s) as to whether employment opportunities exist with the new Employer and, if so, the nature of those opportunities.

C.4.11.4 Where employment opportunities exist the Employer will advise the Employee(s) of their right to accept or decline to transfer to the new Employer.

C.4.11.5 If the Employee(s) chooses to transfer to the new Employer on the same or not less favourable terms and conditions of employment they will not be deemed to be redundant for the purpose of clauses C.4.1 to C.4.10 hereof.

C.4.11.6 If the Employee(s) chooses not to transfer to the new employer or if there are no employment opportunities with the new employer, the Employee will be deemed to be redundant and clauses C.4.1 to C.4.10 hereof will apply.

### **C.5 Superannuation**

C.5.1 Employees may belong to the Unisaver New Zealand or any other approved scheme in accordance with the provisions of the particular fund or scheme provided that in the case of schemes other than the Unisaver New Zealand the Employer contribution rate including tax does not exceed that of Unisaver New Zealand.

C.5.2 Where the Employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the Fund are bound by the provisions of that scheme.

- C.5.3 Employees may also elect to participate in KiwiSaver, in which case, the Employer will provide KiwiSaver benefits (including Employer contributions) to the Employee in accordance with its obligations under the KiwiSaver Act 2006 (as amended from time to time).
- C.5.4 Staff who previously were employed on total remuneration arrangements will not receive superannuation contributions in addition to the total remuneration amount that applied previously (i.e. no employee shall benefit in the future from having previously opted to have the employer contribution to superannuation paid as salary). Should such employee choose to contribute to superannuation in the future, they will have the base salary decreased to allow for employer contribution to superannuation.

## **C.6 Staff Development**

### **C.6.1 Induction Programmes**

The Employer will provide a variety of induction programmes and other supporting activities to assist new staff. New employees are expected to engage with this programme early in their employment.

### **C.6.2 Staff Development Programmes**

- C.6.2.1 The Employer undertakes to provide staff development programmes and opportunities.
- C.6.2.2 Each Employee and their Head/Manager will discuss professional development goals via the Professional Development and Review (PD&R) process. The goals should be recorded in writing and reviewed at the end of each PD&R cycle. All Employees are strongly encouraged and supported (subject to operational requirements) to undertake professional development in relation to:
- a) Bicultural competence and confidence
  - b) Health, safety and wellbeing
  - c) Their role.

### **C.6.3 Tuition Fees**

The University may meet the costs of tuition for any Employee enrolled for a course of study in the University which is relevant to the Employee's work and has been approved by the Employer. The Employer may approve attendance at courses in other cases without being required to pay tuition fees.

### **C.6.4 Professional Fees and Memberships**

Professional fees and fees associated with membership of a professional organisation will be paid by the Employer where it is agreed such fees are required in order to undertake the duties of the Employee's position.

## **C.7 Abandonment of Employment**

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

## **C.8 Termination of Employment**

- C.8.1 For Employees other than casual staff or fixed term staff, notice of termination shall be four weeks by either party. For fixed term Employees notice will be deemed to have been given at the time the appointment is accepted.
- C.8.1.1 For Cleaners notice of termination shall be one week by either party.
- C.8.1.2 For Grounds Staff notice of termination shall be two weeks by either party.
- C.8.1.3 For Medical Practitioners notice of termination shall be at least three months written notice of resignation by either party.
- C.8.2 Notice periods may be increased or reduced by mutual agreement. This sub-clause shall not prevent the Employer from summarily dismissing an Employee for serious misconduct.
- C.8.3 The Employer reserves the right to pay Employees in lieu of notice.
- C.8.4 Each Employee upon termination shall on request be provided within a reasonable period with a certificate of service.
- C.8.5 Employees shall return all Employer property immediately on termination, including keys, clothing and equipment.

## **C.9 GP College Parts I and II**

- C.9.1 All Doctors employed by the Centre shall have passed the RNZCGP Part I Examination or hold some equivalent qualification recognised by the RNZCGP (e.g. the Indicative Register), provided that short-term locums who have registration or provisional registration with the New Zealand Medical Council may be employed as required.
- C.9.2 Doctors who do not hold the above qualifications or an equivalent may be provisionally employed by the Centre provided they undertake to commence working towards the qualification as soon as practicable after commencing their employment, and maintain satisfactory progress towards the qualification.
- C.9.3 All Doctors holding membership of the RNZCGP shall ensure their accreditation is current at all times when they work at the Centre.
- C.9.4 Vocationally registered Doctors who are required to provide supervision for Doctors without vocational registration employed by the Centre shall have this recognised as part of their patient contact time.

## **SECTION D: HOURS OF WORK NGĀ HĀORA MAHI**

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### **D.1 Hours of work**

#### **D.1.1 Ordinary Hours of Work**

- D.1.1.1 Forty hours shall constitute an ordinary full-time week's work for Maintenance Workers, Cleaners, Trades Supervisors, the Cleaning Supervisor Team Leader and Cleaning Supervisors. Thirty-seven and a half hours shall constitute an ordinary full-time week's work for all other staff.

- D.1.1.2 Ordinary hours of work for full-time workers shall be:
- a) not be more than 7 and a half hours a day for thirty seven and a half hour workers or 8 hours a day for forty hour workers; and
  - b) normally be worked on 5 consecutive days.

Except by mutual agreement of the Employer and the individual Employee, the hours may be varied and worked on not more than 5 days. This sub-clause is subject to D.1.5. and D.1.6 below.

- D.1.1.3 General Staff shall work between the hours of 7.00 am and 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday, except for recreation centre staff whose hours will accommodate the opening hours of the centre. Maintenance workers shall work between 7.00 am and 6.00 pm Monday to Friday inclusive, except for Grounds staff who shall work between 6:00am and 9:00pm Monday to Friday and 8:00am to 5:00pm Saturday. Cleaners shall work on five days between Monday to Saturday inclusive.

- D.1.2. All Employees shall have regular hours, subject to sub-clause D.1.5.2. These may be varied in writing by the Employer and any Employee(s) directly affected. The Employer will respect the right of Employees who do not wish to vary their hours of work.

- D.1.3 In special circumstances an Employee may be required temporarily to vary starting and/or finishing times.

**D.1.4. Meals and Rest Breaks**

- D.1.4.1 As far as possible the hours of work shall be continuous except for an unpaid meal break of not more than one hour or less than 30 minutes as directed by the Employer, except that no worker shall be required to work for more than four and a half hours without an unpaid meal break.

- D.1.4.2 Employees, including Grounds Staff, shall be granted a paid rest period of 10 minutes in each period of four hours worked, except for other Maintenance Workers who shall be granted 15 minutes each morning and afternoon and after each two consecutive hours of overtime, provided that no paid rest period shall be allowable after cessation of work. Normally that paid rest period shall be allowed after not less than two hours work.

**D.1.5. Specific provisions relating to Cleaners**

- D.1.5.1 The regular working period within the ordinary hours (i.e. the timing of the hours) shall be set by the University and fixed for the duration of the University year. The regular period shall not be varied during the year unless agreement is reached between the University, the worker and their authorised representative.
- D.1.5.2 With the exception of unpaid meal breaks, Cleaners will only be required to work shifts that are continuous (i.e. they will not be required to travel to work twice in a day). A cleaner may request to work daily hours that are currently available and are acceptable to the Employer even if those hours do not constitute a continuous shift.
- D.1.5.3 Caretakers may be given one half day off during the week and work on Saturday morning as part of the ordinary 40 hour week.

**D.1.6. Specific provisions relating to Medical Practitioners**

- D.1.6.1 Full time employment hours are made up as follows:  
Thirty (30) hours per week as patient contact time, being three (3) hours per half day; and  
A maximum of forty-five (45) minutes each half day as patient non-contact time. Out of those forty-five (45) minutes patient non-contact time, Doctors may accumulate fifteen (15) minutes for each half day worked, to a maximum of two and one half (2.5) hours in any week, being Monday to Friday inclusive. Those accumulated blocks of fifteen (15) minutes must be taken between Monday and Friday in the week they were accumulated. Any sessions not worked within the week shall not accrue patient non-contact time.
- D.1.6.2 Approved time worked in excess of the weekly hours as agreed between the individual employee and the Director may be compensated on the basis of the equivalent of time off in lieu, and where this is not possible, then paid at the Doctor's normal hourly rate.
- D.1.6.3 Time for tea breaks is included in patient contact time according to the length of the rostered session – one 15-minute break in each continuous three (3) hours of time worked, or one 30-minute break in each continuous six (6) hours of time worked. Lunch breaks are not regarded as either patient contact or administration time.
- D.1.6.4 "Administration time" refers to all activities undertaken by the Doctor involved in the running of the Centre, including continuing medical education, which includes completion of patient notes, correspondence, attendance at meetings, including clinical and staff meetings and participation in planning and development of the Centre.
- D.1.6.5 Patient non-contact time shall take place at times and places determined by mutual agreement of the Director and the Doctor, taking into account operational requirements.
- D.1.6.6 Where additional 'patient non-contact' time is required for activities beneficial to the Centre which include, but are not limited to, teaching, clinical lead work, clinical governance work, protocol development and supervisory activity, this time will be accommodated by mutual agreement between the Doctor and the Director. Such agreement will involve extra remuneration if such activities require work outside normal working hours.
- D.1.6.7 In order to perform their role effectively, Doctors may be required to work extra hours to meet the reasonable requirements of the position or the Centre. This is likely to occur during student examination periods.
- D.1.6.8 Occasional Saturday work may be required, as determined by the Director, in consultation with the Doctor, to enable an adequate level of service to be provided by the Centre.
- D.1.6.9 Duties may take place at the Centre or at other locations mutually agreed by the Director and the Doctor.
- D.1.6.10 Should the University undertake a review to enable the University to provide after-hours medical clinic services, Doctors will be consulted including whether their hours need to change.

- D.1.6.11 Vocationally registered Doctors who are required to provide supervision for Doctors without vocational registration employed by the Centre shall have this recognised as part of their patient contact time.
- D.1.6.12 If the University decides to extend the operating hours of the Centre into evenings or weekends on a trial or regular basis, it may offer the extra hours to suitable Doctors. Where hours per week extend beyond 37.5, the hours in excess of 37.5 may be compensated on the basis of the equivalent of time off in lieu and where this is not possible, then paid at the Doctor's normal hourly rate.

## **D.2 Overtime and Penal Time**

### **D.2.1 General Staff and Grounds Staff**

- D.2.1.1 These provisions apply to all Employees who, inclusive of any higher duties allowances, are employed on a salary of less than \$80,491 (\$51,698 per annum for Grounds Staff), and who, with the prior authorisation of the Employer, work in excess of 37½ hours a week or 40 hours a week for Trades Supervisors, Operations Supervisor, Warehousepersons and Grounds Staff.
- D.2.1.2 Employees shall be compensated for authorised overtime by either of the following options which must be specified when overtime is authorised:
  - a) Time off in lieu on the basis of one hour off for one hour worked; or
  - b) The payment for all hours worked at time and a half of the Employee's hourly rate of pay.
- D.2.1.3 Time in lieu must be taken within 12 months of becoming due. Where time in lieu is not able to be taken within this period, it shall be paid out at overtime rates; provided that if the opportunity to take the time in lieu is given within the period but not taken, such time or payment shall be forfeited.
- D.2.1.4 Staff who are above the overtime limit (eg above \$80,491 or \$51,698 for Grounds Staff) may be granted time off on the basis of one hour for each hour worked at the discretion of the Employer.
- D.2.1.5 Overtime shall not be paid for at rates higher than appropriate to the work being performed. The maximum hourly rate for overtime shall be the hourly rate of the \$80,491 salary level per annum, or \$35.34 per hour for Grounds Staff.
- D.2.1.6 The provisions of this clause apart from the limit on payment for overtime shall not apply to an Employee whose normal duties necessitate the working of routine overtime, such as care of animals or any other type of work requiring irregular hours. Such an Employee may be paid an allowance in lieu of overtime, at such a rate as has been agreed between the Employer and the Employee.

### **D.2.2 Maintenance Workers excluding Grounds Staff**

- D.2.2.1 All time worked outside or in excess of the hours mentioned in clause D.1 (other than a shift worker's ordinary hours and the first hour of a fitter/boilerperson's boiler check in clause F.9.6) shall be considered overtime and shall be paid for at the rate of time and a half. All overtime shall be calculated and paid for on a daily time basis.

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Time worked on Sunday, statutory or University holidays shall be paid for at double time rates.

- D.2.2.2 Except in the case of the first hour of boiler checks (see clause F.9.6), all workers who are required to work overtime on Saturdays, or Sundays, shall be paid a minimum of three hours at overtime rates.
- D.2.2.3 When overtime work is necessary it shall, where reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least nine consecutive hours off duty between those times shall, subject to this subparagraph, be released after completion of such overtime until they have had nine consecutive hours off duty without loss of pay for ordinary working time and for regular overtime occurring during such absence.
- D.2.2.4 If on the instruction of the Employer, such a worker resumes or continues to work without having had such nine consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period, and they shall then be entitled to be absent until they have had nine consecutive hours off duty without loss of pay for ordinary working time and for regular overtime occurring during such absence.

### **D.2.3 Cleaners**

- D.2.3.1 All time worked on Saturday as part of the ordinary hours of work shall be paid for at the rate of time and a half up to 12 noon and double time thereafter: Provided that where a worker commences their ordinary hours of work before 10.00 pm on Friday the first eight hours of work shall be paid for at ordinary time rates of wages, even though some hours are worked on Saturday. Nothing in this sub-clause shall apply to the Caretaker's hours of work in D.1.5.3.
- D.2.3.2 All workers shall be paid double time rates for Sunday work required to be performed, with a minimum of three hours. Such rates are instead of, and not in addition to, overtime rates as per clause D.2.3.1.
- D.2.3.3 When a worker has been requested on the previous day to work overtime and such overtime is cancelled on the day on which it was to be worked, the worker shall be paid one hour's pay at overtime rates.

## **D.3 Call Backs**

### **D.3.1 General Staff and Grounds Staff**

- D.3.1.1 When an Employee is called back to work after completing the day's work and has left the place of employment, or is called back before their normal time of starting work and does continue working until such normal starting time, that Employee shall be paid at overtime rates or receive time off in lieu for all hours worked with a minimum of three hours.
- D.3.1.2 Prearranged and authorised overtime shall not constitute a call back for the purposes of the minimum three hour payment but will for the purposes of travel.

- D.3.1.3 Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- D.3.1.4 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the Employee had worked continuously from the beginning of the previous call back to the end of the later call back.
- D.3.1.5 For emergency call outs, if an Employee uses their own vehicle, a motor vehicle allowance will be payable from home to headquarters and from headquarters to home. For scheduled call outs, a motor vehicle allowance is payable only if no public transport is available and the Employee is required to use their own vehicle in order to travel to their place of duty. This sub-clause D.3.1.5 shall not apply to Grounds Staff.

### **D.3.2 Maintenance Workers excluding Grounds Staff**

- D.3.2.1 Any worker who is called back to work overtime after having left their place of employment shall be paid for the time worked at double time rates with a minimum payment of three hours. For the purpose of this minimum, more than one call completed within two consecutive hours shall be deemed to be one call. Reasonable travelling time to and from the worker's home shall count as time worked.
- D.3.2.2 A worker who is called back to work before they have had nine continuous hours off duty shall be entitled to nine hours off duty at the completion of the call back without loss of ordinary time or regular rostered overtime earnings.
- D.3.2.3 A worker who is called back after having had nine continuous hours off duty shall be entitled to six hours off duty on the completion of the call back without loss of ordinary time earnings. The previous part of this paragraph will not apply where a worker is called out to work overtime within two hours of the normal starting time.
- D.3.2.4 This clause shall not apply to boiler checks (see clause F.9.6).

### **D.3.3 Cleaners**

- D.3.3.1 When a cleaner is called back to work after having completed their work and left the place of employment, they shall be paid a minimum of two hours.

## **D.4 Standby Time (Maintenance workers only, excluding Grounds staff)**

- D.4.1 When a worker is employed on a job under conditions requiring the Employee to be present for work at the commencement of the day or when a worker is ordered to work at a certain time and no work is available, the worker shall be paid a minimum of three hours provided that, if required by the University, the Employee shall stand by the job for such period.
- D.4.2 This clause shall not apply to Employees engaged in normal boiler checks.

## D.5 Minimum Break Between Spells of Duty (General staff Only)

- D.5.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty which shall take account of reasonable travel time.
- D.5.2 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- D.5.3 If a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates, with proper regard to the time at which it occurs and the amount of overtime which precedes it.
- D.5.4 The payment provisions of this clause will not apply in any case where the result would be to give an Employee a lesser payment than they would otherwise have received.
- D.5.5 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as a normal absence from duty.
- D.5.6 If a call back of less than a full period of duty is worked between two periods of duty, a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back, it does not have to be provided afterwards as well.

## SECTION E: REMUNERATION NGĀ UTU

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### E.1 Pay Scales

- E.1.1 The timing of the 2023 and 2024 pay increases will be subject to clause H.10.6 of this agreement.

#### E.1.2 Pay scales

##### General Staff Salary Bands

2022		
Band	Minimum	Maximum
1	44,485	52,943
2	51,142	59,150
3	55,554	67,809
4	62,092	75,163
5	69,487	90,975
6	87,664	107,518
7	99,264	124,061
8	112,500	140,607

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<b>2023</b>		
<b>Band</b>	<b>Minimum</b>	<b>Maximum</b>
1	51,142	59,150
2	55,554	67,809
3	62,092	75,163
4	69,487	90,975
5	87,664	107,518
6	99,264	124,061
7	112,500	140,607
8	133,577	153,614

<b>2024</b>		
<b>Band</b>	<b>Minimum</b>	<b>Maximum</b>
1	53,188	61,516
2	57,776	70,521
3	64,576	78,170
4	72,266	94,614
5	91,171	111,281
6	103,235	128,403
7	116,438	145,528
8	138,252	158,990

### Learning Advisors

<b>Learning Advisors</b>			
<b>Step</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
1.01	59,059	60,978	63,417
<b>1.02*</b>	62,287	64,311	66,883
1.03	65,517	67,646	70,352
2.01	68,747	70,981	73,820
<b>2.02*</b>	71,980	74,319	77,292
2.03	75,207	77,651	80,757
2.04	78,437	80,986	84,225
3.01	81,668	84,322	87,695
<b>3.02*</b>	84,895	87,654	91,160
3.03	88,127	90,991	94,631
3.04	91,361	94,330	98,103

\* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.3.2

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### Bridging Programme Teachers

Step	2022	2023	2024
1.01	59,059	60,978	63,417
1.02	62,383	64,410	66,986
1.03	65,552	67,682	70,389
<b>1.04*</b>	69,826	72,095	74,979
2.01	72,992	75,364	78,379
2.02	76,316	78,796	81,948
2.03	79,641	82,229	85,518
2.04	84,707	87,460	90,958
<b>2.05*</b>	88,033	90,894	94,530
2.06	91,361	94,330	98,103

\* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.3.3.

### Cleaners Hourly Rates

2022	2023	2024
22.75	24.50	25.48

### Cleaning Coordinator Hourly Rates

2022	2023	2024
24.75	26.63	27.70

### Maintenance Workers Base Salaries, excluding Grounds Staff

	2022		2023		2024	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>Electricians</b>	64,804	81,005	66,910	83,638	69,586	86,984
<b>Plumbers</b>	64,804	81,005	66,910	83,638	69,586	86,984
<b>Carpenters</b>	54,495	73,642	56,266	76,035	58,517	79,076
<b>Painters</b>	53,024	70,698	54,747	72,996	56,937	75,916
<b>Fitters</b>	54,495	73,642	56,266	76,035	58,517	79,076
<b>Trades Assistants</b>	47,450	58,912	48,992	60,827	50,952	63,260
<b>Scaffolders</b>	51,547	66,276	53,222	68,430	55,351	71,167

### Grounds Staff

	2022		2023		2024	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>Gardener's Assistant</b>	47,450	48,059	48,992	49,621	50,952	51,606
<b>Gardener</b>	47,450	69,095	48,992	71,341	50,952	74,195
<b>Foreperson</b>	59,685	73,870	61,625	76,271	64,090	79,322

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## Medical Practitioners

Step	2022	2023	2024
1	159947	165,145	170,925
2	163679	168,999	174,914
3	167411	172,852	178,902
4	171142	176,704	182,889
<b>5*</b>	174874	180,557	186,876
6	177860	183,640	190,067
7	180846	186,723	193,258
8	183831	189,806	196,449
9	186817	192,889	199,640
<b>10*</b>	189803	195,972	202,831
<b>11*</b>	193535	199,825	206,819
<b>12*</b>	196201	202,578	209,668

\* Automatic progression (subject to satisfactory performance) applies up to and including this step. To progress past this step, staff must meet the criteria stipulated in clause E.3.6.

## E.2 Placement on Pay Scales

### E.2.1 General Staff Job Evaluation

- E.2.1.1 The placement of an Employee in a General Staff salary band above shall be determined by evaluating the Employee's job under the University's Job Evaluation System.
- E.2.1.2 Where a new position is established or where substantial changes to a position description have occurred, the position will be evaluated or re-evaluated as the case may be.
- E.2.1.3 The effective date of any change will be either the date of appointment or the date the changes occurred or, if there have been incremental changes, the date of the application for re-evaluation.

### E.2.2 Placement in Salary Range for Maintenance Workers, including Grounds Staff

- E.2.2.1 On appointment Employees to be placed in a point within the upper and lower salary levels of the range taking into consideration:
  - (a) Relevant work experience in previous or current employment;
  - (b) Relevant educational or other qualification;
  - (c) Ease or difficulty of recruitment having regard to the specific skills and the level of skills required.
- E.2.2.2 Individual salary rates cannot be reduced by reason of the operation of the ranges of salary rates.

### E.2.3 Medical Practitioners

- E.2.3.1 The initial placement of each Doctor on the salary Scale shall be the responsibility of the Director of the Centre, taking into account relevant qualifications and experience.
- E.2.3.2 Doctors' wages and leave entitlements are to be calculated on the basis of weekly hours worked as referred to in clause D.1 and defined in clause C.1 of this Agreement.

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## **E.3 Progression**

### **E.3.1 General Staff excluding Learning Advisors and Bridging Programme Teachers**

- E.3.1.1 Progress through the applicable salary band shall be by way of an increase of \$2,000 each year (pro-rata) and will be automatic each year, subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of School/Department, supported by the People and Culture Business Partner of the School/Department. If performance is deemed to be unsatisfactory, a programme will be put in place for rectification of the identified performance problem(s).
- E.3.1.2 Movement from one salary band to another higher salary band shall be either by appointment to a higher banded position or by re-evaluation of the current position to a higher band.

### **E.3.2 Learning Advisors**

Criteria for progression:

- a) Progression in Step 1 shall be based on having a relevant post-graduate or specialist qualification and individual merit, including level of performance, skills and value to the University.
- b) Progression from Step 1 to Step 2 shall be on demonstrated ability and performance in providing specialist input, teaching and contribution across more than one component of the Academic Skills programme and the Centre's goals.

#### **Step 02.02 to Step 02.03 Criteria**

High level of performance in one or more specialist areas, demonstrating ability to successfully contribute across more than one component of the Academic Skills programme and contribution to the required administration of the programme.

- c) Progression from Step 2 to Step 3 shall be based on individual merit, including high level of performance, skills and value to the University.

#### **Step 03.02 to Step 03.03 Criteria**

Individual merit, including high level of performance in one or more specialist areas, supported by the ability to successfully contribute across more than one component of the Academic Skills programme, demonstrated leadership skills, research and value to the University.

### **E.3.3 Bridging Programme Teachers**

- E.3.3.1 Progression through the salary band shall be based on performance.
- E.3.3.2 Progression up to and including the last automatic step in the Teacher salary scale (indicated by \*) shall be annual subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of Department, supported by the People and Culture Department. If performance is deemed to be unsatisfactory, a programme will be put in place for rectification of the identified performance problem(s).
- E.3.3.3 Progression from Step 1 to Step 2 shall be by:

- a) demonstrating ability and performance in providing specialist input, teaching and contribution to both Bridging Programmes and UC Opportunity goals; and/or
  - b) obtaining relevant qualifications.
- E.3.3.4 Progression from Step 2.05 to 2.06 shall be by:
- a) sustained Exceptional Performance including level of achievement, skills and value to the University. Sustained exceptional performance includes:
    - consistently set and achieved very difficult challenging performance objectives;
    - widely recognised in the School/Department for their outstanding results;
    - able to achieve results under unusually challenging or difficult circumstances; and/or
    - demonstrating exceptional performance.
- and/or
- b) undertaking relevant professional development to further develop their teaching praxis.

**E.3.5 Maintenance Workers including Grounds Staff**

- E.3.5.1 Movement within the salary range is by decision of the Employer. The following criteria are to be applied:
- (a) Individual merit including level of achievement, skills and value to organisation, including on-the-job experience;
  - (b) Recruitment and retention experience;
  - (c) Job content including scope and complexity.

**E.3.6 Medical Practitioners**

- E.3.6.1 Movements through the steps, except over the bar at Step 5, 10 and 11 will occur after each year's satisfactory work at the Centre to reflect the benefits gained by the Centre in terms of continuity of patient care and the goodwill accrued by the Doctor.
- E.3.6.2 Movement from Step 5 to Step 6 will occur only once a Doctor has completed the appropriate service and gained full membership of the RNZCGP (or equivalent body such as MRCGP).
- E.3.6.3 Movement beyond the merit steps (i.e. from step 10 to step 11, and from step 11 to step 12) shall be as set out in the Medical Practitioners Review Process.
- E.3.6.4 Full membership of the RNZCGP shall be considered a "relevant qualification".
- E.3.6.5 Where the University believes that a Doctor's performance may not justify salary advancement in accordance with clause E.3.6.1, the concerns should be raised with the Doctor at least three (3) months before the due date. This is in order to either clarify why the Doctor's performance does not justify a salary advancement, or to provide the Doctor with information on how they can take steps to improve their performance. Doctors who are not so advised at least three (3) months before progression is due will progress automatically to the next Step.

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## **E.4 Supplementary Payments**

### **E.4.1 Market-related Payments**

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

### **E.4.2 Bonus Payments**

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

## **E.5 Annual Audit (General staff only)**

An annual audit of the operation of the remuneration system shall be carried out by the Employer in consultation with the unions party to this agreement to ensure the validity of the system and that it is fair and equitable. The audit will normally be held after the annual salary review process has been completed.

## **E.6 Annual Salary Review**

E.6.1 All salaries shall be subject to annual review. This does not, however, preclude an individual review in special circumstances.

E.6.2 Movements in salary are by decision of the Employer.

## **SECTION F: ALLOWANCES NGĀ ĀHEINGA**

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### **F.1 Higher Duties Allowance**

#### **F.1.1. General Staff**

F.1.1.1 The Employer shall approve payment of a higher duties allowance to an Employee who is required to undertake the full duties and responsibilities of a higher-graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate may be approved for an Employee who is required to undertake only some of the duties and responsibilities of a higher graded position. The minimum qualifying period is 15 consecutive working days actually undertaking the higher duties and responsibilities and this criterion must be met on each occasion that the higher duties are performed.

F.1.1.2 The rate of allowance will be calculated by taking the difference between the salary of the Employee acting in the position and the minimum of the salary band of the higher graded position or 6.5% of the salary of the Employee so acting, whichever is greater, provided that the original salary plus allowance does not exceed the actual salary paid to the Employee in the higher graded position.

F.1.1.3 When an Employee is promoted to a position for which the Employee has previously undertaken full duties and responsibilities and was paid a higher duties allowance, then the appointment to that position may be backdated to the date that the higher duties were taken up.

**F.1.2 Specific provisions relating to Maintenance Workers and Cleaners**

F.1.2. Any worker required to perform work for which a higher rate is prescribed for longer than one day shall be paid at the higher rate for the period of such work.

**F.2 Meal Allowance**

F.2.1 An Employee, who has been directed to work nine and a half hours or more on any one day at a time when otherwise a meal would have been taken, shall be paid a meal allowance of \$18.45 (\$19.05 with effect 2 January 2023 and \$19.81 with effect 1 January 2024).

**F.2.2 Specific provisions relating to Maintenance Workers, excluding Grounds Staff**

A meal allowance of \$18.45 (\$19.05 with effect 2 January 2023 and \$19.81 with effect 1 January 2024) shall be paid when Employees are required to work more than one hour beyond their normal finishing time, or who have worked for four or more hours outside the normal working hours or are required to start work at or before 6.00 am, provided that work continues after the meal interval. Such Employees shall be paid a further meal allowance at the commencement of each four hour period.

**F.3 Morning, Lunch and Afternoon Tea**

All Employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks, providing that in any situation where it is impracticable to supply the ingredients, an allowance of \$94.10 per annum (\$97.16 per annum with effect 2 January 2023 and \$101.05 with effect 1 January 2024), or \$1.81 per week (\$1.87 per week with effect 2 January 2023 and \$1.94 with effect 1 January 2024), in lieu shall be paid.

**F.4 Travelling On University Business**

F.4.1 Where Employees are required to travel on University business, the University will fund or reimburse all actual and reasonable expenses incurred in connection with the conduct of University business:

F.4.1.1 Major travel expenses such as flights, accommodation and rental cars will normally be paid for in advance by the Employer in accordance with relevant policies. Bookings made directly are to be paid by purchase order or P-Card. Reimbursement for bookings made by personal funds will be in accordance with the Sensitive Expenditure Policy.

F.4.1.2 A University p-card should be the primary method used to pay for meals and incidentals, taxi charges, and other reasonable minor expenses associated with travel. Where it is not possible or practicable to use a p-card, the Employer will reimburse actual and reasonable costs on presentation of receipts, or prior to travel approve a per diem allowance in New Zealand dollars equivalent to the set rates below. If a per diem allowance is approved and paid, all minor expenses must be paid by the Employee out of the per diem allowance.

(i) International travel per diem rates:

Australia \$AUD80.00

Europe, UK, USA, Canada, Japan and South America \$USD65.00

Other overseas destination/s	\$USD45.00
Private lodging where costs are incurred	\$NZD66.45

(ii) Domestic travel per diem rates:

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

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

F.4.2 The University's travel policy will apply where it is not inconsistent with this clause.

F.4.3 This clause shall not apply to General staff undertaking field work or to Maintenance Workers.

## F.5 Motor Vehicle Expenses

### F.5.1 Mileage reimbursement

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

### F.5.2 Transport in Hours of Darkness

Where an Employee living less than two kilometres from the University is required to travel to or from work during the hours of darkness and the Employer considers the safety of the Employee warrants use of a taxi, this may be authorised.

## F.6 On-Call Allowance

### F.6.1 Trades Supervisors

F.6.1.1 Trades Supervisors who are required to be available on an informal on-call basis shall be paid an on-call allowance of \$15.23 per day (\$15.72 per day with effect 2 January 2023 and \$16.35 per day with effect 1 January 2024).

### F.6.2 Digital Services Staff and Maintenance Workers, excluding Grounds Staff

F.6.2.1 Where a casual system of on-call duty operates for off-duty hours and the employee is obliged to make reasonable efforts to respond to the call but not necessarily accept the call-back to work or to restrict their activities during off-duty hours, then appropriate provisions for recognising such arrangements will be negotiated by the employer and the employee(s) concerned and, if requested, their union representative and recorded in writing.

F.6.2.2 If an employee is called back to work whilst being on-call they will be compensated under D.3 Call Back.

F.6.2.3 Where a Digital Services employee is on-call the following allowances shall be payable:

- (a) On-call Monday to Friday (other than a Public Holiday) outside of normal hours of work - payment of one hour at the applicable ordinary time rate for each day or any part thereof.
- (b) On-call Saturday, Sunday or Public Holidays - payment of one hour at the applicable time and a half rate for each day period or part thereof.

On-call in Digital Services will be by mutual agreement. If the on call is cancelled within one week of the start of the on call period, the employee will still be paid for the time arranged.

- F.6.2.4 A maintenance worker who agrees to be on "rostered standby" will be required to be available to respond to a mobile telephone in any emergency arising at the University on a public or University holiday.
- (a) The roster for such standby duty shall be as determined by the Employer in accordance with the needs of the University. All relevant tradespersons will have an opportunity to participate in the roster on a rotational basis.
  - (b) An allowance of \$67.20 (\$69.38 with effect 2 January 2023 and \$72.16 with effect 1 January 2024) shall be paid for any 24 hour period or part thereof that the Employee is so rostered.
  - (c) The above allowance shall not be paid where the Employee fails to respond to an emergency within a one hour period (or 30 minutes in the case of boilerperson) of being paged or telephoned.
  - (d) Work performed as a result of attending to an emergency shall be paid for in accordance with clause D.2 of this agreement. This sub-clause will not affect existing arrangements for pre-arranged overtime or unrostered on-call.

## **F.7 General Staff Allowances**

### **F.7.1 Field Work**

- F.7.1.1 For the purpose of this agreement, field work shall mean:
- a) A day field trip - which does not necessitate the Employee being away from their place of residence overnight;
  - b) A field trip - which necessitates the Employee being away from their place of residence for one night or more, up to 20 consecutive nights;
  - c) An expedition - which necessitates the Employee being away from their place of residence for more than 20 consecutive nights.
- F.7.1.2 An Employee has the right to object to undertaking field trips and expeditions on reasonable grounds. The Employer undertakes to adequately consider an Employee's objections and wherever possible to give reasonable notice of the field trip or expedition.
- F.7.1.3 An Employee who undertakes field work shall be provided by the Employer with equipment and special clothing deemed by the Employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the Employer. In lieu of

the foregoing, an Employee may be paid a sum agreed upon by the Employer and the Employee as partial reimbursement of the cost of provision by the Employee of such equipment or special clothing, which shall remain the property of the Employee.

- F.7.1.4 It shall be the duty of the Employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the Employee is given adequate instruction in its proper use.
- F.7.1.5 An Employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where necessary, an Employee undertaking a field trip or expedition may be given an advance against expenses.
- F.7.1.6 An Employee engaged on a day trip shall be entitled to time off, in lieu of overtime, on the basis of one hour for each hour worked, for any hours worked in excess of seven and a half hours.
- F.7.1.7 An Employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip which is not an ordinary working day, to be taken at a time mutually convenient to the Employee and the Employer.
- F.7.1.8 An Employee engaged on an expedition shall not be entitled to overtime or time off in lieu.
- F.7.1.9 An Employee who is engaged on a field trip or expedition shall be entitled to accommodation of a reasonable standard appropriate to the circumstances.
- F.7.1.10 An Employee engaged on a field trip or an expedition shall be paid the incidentals allowance at the rate of \$9.98 (\$10.31 with effect 2 January 2023 and \$10.72 with effect 1 January 2024).
- F.7.1.11 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

#### **F.7.2 Night Rate Allowance**

Employees working between 9.00 pm and 7.00 am shall be paid an allowance at the rate of T0.5 in addition to the appropriate hourly rate. Such an allowance is instead of, and not in addition to, overtime rates.

#### **F.7.3 Saturday/Sunday Allowance**

Employees working on a Sunday and after 5.00 pm on a Saturday shall be paid an allowance at the rate of T0.5 in addition to the appropriate hourly rate. Such allowance is instead of, and not in addition to, overtime rates. For the avoidance of doubt, this allowance shall also apply to Library staff.

### **F.8 Cleaners Allowances**

- F.8.1** Workers who perform unusually dirty work in out-of-the-ordinary circumstances such as vomit or excreta outside of toilet bowls, excess dust and dirt from demolition on site being cleaned, flood damage, sewage overflow, human remains and animal offal, shall be paid \$5.68 per day (\$5.86 per day with effect 2 January 2023 and

\$6.09 per day with effect 1 January 2024) or part thereof whilst so employed and shall be provided with overalls and gloves and masks where necessary. Note: no cleaner will be required to clean windows, or to work more than 6.1 metres above the ground or floor or a veranda.

- F.8.2** A reimbursing clothing and footwear allowance of 0.13 cents per hour (\$0.1342 cents per hour with effect 2 January 2023 and \$0.1386 cents per hour with effect 1 January 2024) shall be paid after the first week's employment: Provided that no such allowance shall be paid where the Employer supplies suitable clothing.

## **F.9 Maintenance Workers Allowances, excluding Grounds Staff**

### **F.9.1 Qualification Payments**

- F.9.1.1 Qualification payments for tradespeople shall be paid as an additional annual salary according to the following scale:

<b>To Holders of:</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
New Zealand Certificate in Energy and Chemical Operations (Boiler Operation) NZQA Level 3*	1,500.00	1,548.75	1,610.70
New Zealand Trade Certificate*	1,325.48	1,368.56	1,423.30
New Zealand Advanced Trade Certificate*	1,325.48	1,368.56	1,423.30
New Zealand 2nd Advanced Trade Certificate*	1,325.48	1,368.56	1,423.30
Registration as an Electrical Technician*	1,662.94	1,716.99	1,785.67
120 Points in a New Zealand Diploma and 3 years experience or equivalent*	1,737.16	1,793.62	1,865.36
Final New Zealand Certificate with 5 years experience*	3,984.56	4,114.06	4,278.62
Licensed Building Practitioner*	1,157.86	1,195.49	1,243.31
*or NZQA equivalent			

- F.9.1.2 The following conditions shall apply to the payments shown in sub-clause F.9.1.1 of this clause:

- (a) The payment for 2nd Advanced Trade Certificate (Electrician) and registration as an electrical technician shall not be cumulative but holders of either qualification shall be paid the appropriate allowance in addition to that for the Trade Certificate or Advanced Trade Certificate to which they are entitled.
- (b) Payment of New Zealand Certificate payments are not made concurrently with Advanced Trade Certificate, or 2<sup>nd</sup> Advanced Trade Certificate allowances.

- (c) The Licensed Building Practitioner payment is the maximum amount paid at any one time regardless of the level achieved.
- (d) The payment for qualifications shall be payable only in respect of qualifications directly related to the trade in which the Employee entitled is engaged to work.
- (e) The payment for qualifications shall apply from the date the tradesperson produces to the Employer written notification from the appropriate authority that the tradesperson holds the certificate for the trade in which they are employed.
- (f) The qualification payments shall not apply to scaffolders.
- (g) The qualification payments in Table F.9.1.1 shall be paid for recognised NZQA equivalent qualifications.

**F.9.1.3 Payment for Registration - Plumbers**

Special payment will be made for dual registration as a plumber (or craftsman plumber) and gasfitter (or craftsman gasfitter) as defined in the Plumbers, Gasfitters and Drainlayers Act 1976 of \$598.58 (\$618.03 with effect 2 January 2023 and \$642.75 with effect 1 January 2024). This payment shall be paid as additional annual salary.

A plumber or gasfitter who has applied for registration as a craftsman, paid the appropriate fee, and received their registration as a craftsman shall be paid:

- (a) For dual registration as a craftsman plumber and gasfitter under Sections 21 and 22 of the Plumbers, Gasfitters and Drainlayers Act 1976, \$1910.33 (\$1,972.42 with effect 2 January 2023 and \$2,051.32 with effect 1 January 2024).
- (b) For registration as a craftsman plumber or craftsman gasfitter under Sections 21 or 22 of the Plumbers, Gasfitters and Drainlayers Act 1976, \$942.87 (\$973.51 with effect 2 January 2023 and \$1,012.45 with effect from 1 January 2024).

These payments take into account the qualifications, responsibilities, obligations, annual licence fees, restrictions, and penalties imposed by legislation, and the syllabuses for registration as craftsperson plumbers or craftsperson gasfitters.

**F.9.2 Responsibility Payments**

**F.9.2.1 Forepersons Allowance**

Forepersons will be paid an additional allowance of \$4,435.83 (\$4,579.99 with effect 2 January 2023 and \$4,763.19 with effect 1 January 2024).

**F.9.2.2 Leading Hands**

A person appointed by the University to be a leading hand shall be paid an additional annual allowance of \$2985.66 (\$3,082.69 with effect 2 January 2023 and \$3206.00 with effect from 1 January 2024).

### **F.9.3 First Aid**

An adequate First Aid Emergency Kit shall be kept in a convenient and accessible place in every workplace, boilerhouse and service vehicle. Such emergency kits shall be inspected and replenished on a regular basis by a registered nurse or a designated first aid attendant with a current first aid certificate. Provision shall be made for a supply of hot water at short notice at the workplace.

Those staff who are holders of a current First Aid Certificate and who are designated as First Aid attendants by the University to undertake first aid duties, shall be paid an additional annual allowance by the University. The allowance of \$517.01 (\$533.81 per year from 2 January 2023 and \$555.16 from 1 January 2024), shall be applied as an allocated sum to a specific qualifying area/group as determined by the University. The allowance shall be paid on a per annum pro-rata basis to each of the designated first aid attendants within the qualifying area/group.

### **F.9.4 Travelling Time**

A worker required to start or cease work between and including the hours of 7.00 pm and 7.00 am Monday to Friday or required to work on a Saturday, Sunday or public holiday shall be paid a travelling reimbursement allowance calculated on the basis of their annual salary rate.

The application of the payment is limited to five kilometres or one hour in the case of each worker on the basis that the time is calculated as being at the rate of five kilometres an hour. This clause shall not apply where a worker is reasonably able to use public transport or where the worker lives less than 800 metres from their place of work. If conveyance free of charge is provided for the worker by the University, they shall not be entitled to the payment.

### **F.9.5 Tool Allowances**

F.9.5.1 A Tradesperson's tool allowance is incorporated within the base salary of each trade.

For the purposes of this sub-clause:

- (a) A tradesperson shall provide standard tools of trade to enable him or her to efficiently carry out their duties.
- (b) Tools such as drills, taps, hacksaw blades, files, trimming knives, scrapers, paint brushes and roller sleeves shall be provided by the University.

F.9.5.2 The University shall replace an Employee's tools required for their work which may be destroyed by a fire on University premises or stolen from University premises, provided clear evidence of theft can be proved and subject to the Employee having taken every precaution to prevent a theft taking place.

F.9.5.3 During the period of their employment, the worker shall not use any of the tools or materials belonging to the University for work other than that assigned to him/her by the University.

F.9.5.4 Where, in the opinion of the University, a particular tool or other piece of equipment not normally provided by a tradesperson is required for a particular job, such tool or equipment shall be supplied by the University and shall remain the property of the University.

**F.9.6 Boiler Checks**

F.9.6.1 A person appointed by the University to undertake regular boiler checks outside of normal working hours, 7 days per week, shall be paid a one off total payment of \$74.49 (\$76.91 with effect 2 January 2023 and \$79.99 with effect 1 January 2024).

F.9.6.2 A minimum of one check per day must be undertaken within the hours of darkness.

F.9.6.3 Subject to F.9.6.4, two checks are to occur daily, seven days per week, while the University's central boiler plant is operating.

F.9.6.4 The frequency and timing of checks shall be in accordance with the needs of the University provided that full consultation shall occur before any change is implemented.

F.9.6.5 The one off payment applies for up to a maximum of one hour's work on site. Any work undertaken after that time will be at the person's respective overtime rate as it applies for the time taken.

F.9.6.6 This payment replaces the Employee's hourly rate for the first hour worked of each the outside of normal hours checks and no other allowances apply.

**F.9.7 Out of Town Work**

Where such work is defined as "work performed by a worker which necessitates their lodging elsewhere than at their usual place of residence" –

F.9.7.1 Transport

A worker engaged on out-of-town work shall be conveyed by the University to and from such work free of charge or their travelling expenses going to and returning from such work shall be paid by the University at the appropriate rate as defined in clause F.5.1 of this Agreement.

F.9.7.2 Accommodation

The University shall provide every worker on out of town work with suitable board and lodging.

F.9.7.3 Provision for Meals

The University shall provide provisions for three meals per day, except where such facilities are not available, when an allowance of \$29.20 (\$30.15 with effect 2 January 2023 and \$31.36 with effect 1 January 2024) shall be paid for each complete twenty-four hour period.

F.9.7.4 Overnight Allowance

An overnight allowance of \$10.11 (\$10.44 per night with effect from 2 January 2023 and \$10.86 with effect from 1 January 2024) shall be paid in addition.

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## **F.10 Grounds Staff Allowances**

### **F.10.1 Night Rate Allowance**

Employees working between 9.00 pm and 6.00 am shall be paid an allowance at the rate of T0.5 in addition to the appropriate hourly rate. Such an allowance is instead of, and not in addition to, overtime rates.

### **F.10.2 Saturday/Sunday Allowance**

Employees working on a Sunday and after 5.00 pm on a Saturday shall be paid an allowance at the rate of T0.5 in addition to the appropriate hourly rate. Such allowance is instead of, and not in addition to, overtime rates.

### **F.10.3 First Aid Attendant Allowance**

Those staff who are holders of a current First Aid Certificate and who are designated as First Aid attendants by the University to undertake first aid duties, shall be paid an allowance of \$19.90 (\$20.55 with effect 2 January 2023 and \$21.37 with effect 1 January 2024) per fortnight extra.

## **F.11 Medical practitioners' reimbursement of work related expenses**

- F.11.1 The cost of the annual practising certificate shall be reimbursed in full for all full-time Continuing Doctors working at the Centre. The cost will be reimbursed in full for part-time Doctors where their only income is from the University and pro-rata where they derive income from elsewhere as a medical practitioner.
- F.11.2 Continuing Doctors will be reimbursed for the following, pro-rata where the Doctor is employed part-time at the Health Centre:
- Annual RNZCGP membership fee
  - Medical indemnity insurance fee.
- F.11.3 The reimbursement of work-related expenses for fixed term Doctors will be as agreed between the Director and the Doctor, at the commencement of fixed term employment.
- F.11.4 In the event of the Doctor resigning or their employment being terminated, for any reason other than redundancy, before the end of the period to which the reimbursements relate, then where payment has been made in advance, any amount owing shall be repaid to the Centre.
- F.11.5 Unless another arrangement is agreed in writing with the Director, the repayment is to be deducted from the Doctor's final salary payment.

## **F.12 Te Reo Māori Allowance**

Where Māori staff are called upon by mana whenua (Ngāi Tuāhuriri) to use and apply tikanga Māori and te reo Māori in circumstances where they represent both the University and mana whenua in duties that are recognised as above and beyond the normal requirements of the Employee, the University will

recognise such contributions. This may be by way of recognition in promotions policy, other financial recognition or by koha.

## **SECTION G: HOLIDAYS AND LEAVE NGĀ TAMŌTANGA**

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### **G.1 Public Holidays**

- G.1.1 The following days shall be observed as public holidays: New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Matariki, Labour Day, Canterbury Show Day, Christmas Day, Boxing Day.
- G.1.2 In the event of a public holiday falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.
- G.1.3 Where any Employee is rostered or instructed to work on the day a statutory holiday or a University holiday is observed the employee shall be paid T1.0 (T0.5 for Campus Support Employees and Campus Supervisors) in addition to the ordinary rate of pay for all hours actually worked. In addition the employee shall be allowed an alternative holiday (i.e. a whole day off in lieu) to be taken in accordance with the Holidays Act 2003.

#### **G.1.4 Specific provisions relating to Library Staff**

- G.1.4.1 If a public holiday is transferred to a Monday or a Tuesday in accordance with the Holidays Act 2003, and the library staff member who normally works on that Monday or Tuesday is given the day off, no additional time will be given.
- G.1.4.2 For any other public holiday or university holiday that falls on a normal scheduled day off and where the library staff member would customarily work on five days of each week, the holiday shall be observed on a mutually agreed working day. This shall only apply to full-time employment or part-time employment of more than 0.5FTE.
- G.1.4.3 When the library is closed over the Easter period, and a public holiday falls on a day that is not otherwise a working day, the Saturday or Sunday over Easter that would have otherwise been a working day will be the alternative day off. No further alternative days off will be provided.

### **G.2 University Holidays**

There are five (5) University Holidays prescribed each year, being Christmas Eve (or the last working day before Christmas Day), Easter Tuesday and the three (3) working days between Christmas and New Year as University Holidays.

### **G.3 Holidays Falling During Leave or Time Off**

#### **G.3.1 Leave on Pay**

Where a recognised holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an Employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during retirement leave after the Employee has ceased work prior to leaving the University, unless the

Employee has worked at any time during the fortnight ending the day on which the holiday is observed.

**G.3.2 Leave Without Pay**

An Employee shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, except for General staff who have worked at any time during the fortnight ending on the day the holiday is observed.

**G.4 Annual Leave Entitlement**

G.4.1 Continuing (permanent) Employees are entitled to five weeks annual leave to be taken in accordance with the Holidays Act 2003 and its amendments.

G.4.2 Fixed term Employees are entitled to four weeks annual leave to be taken in accordance with the Holidays Act 2003 and amendments. except that such employees may instead have annual holiday pay paid with their pay (at a rate of 8%), as permitted by the Holidays Act and amendments.

**G.4.3 Timing of Leave**

The Employee's wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the University, the Employer may decline to grant leave or may direct an Employee to take leave at a certain time.

Wherever possible, Employees will have the opportunity to take all leave due to them in any one leave year. Employees may take annual leave in anticipation of accrual by agreement with the Employer.

**G.5 Sick Leave**

G.5.1 Employees are entitled to sick leave on pay as set out in the schedule below, or sick leave without pay may be granted on production of a medical certificate. Employees working less than five days a week or reduced hours shall be granted sick leave on the same terms as for permanent full-time staff. Casual Employees are entitled to sick leave under the provisions of the Holidays Act 2003.

G.5.2 In accordance with the Holidays Act 2003 (and amendments) the Employer may require a medical certificate where the absence extends beyond one week. Notwithstanding this, the Employer may require the Employee to produce a medical certificate when the absence is less than one week if the Employer informs the employee as early as possible that the proof is required and agrees to meet the Employee's reasonable expenses in obtaining the proof.

G.5.3 All sick leave is to be computed in working days.

**G.5.4 Schedule of Entitlement**

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

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Over 12 months' service	Thirteen days for each 12 months of service, to accrue for the duration of continuous employment
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This leave is inclusive of any entitlement to sick leave under the Holidays Act 2003.

- G.5.5 The Employer may, at their discretion, decide that sick leave on pay of any special nature shall not be included in the aggregate of sick leave taken.
- G.5.6 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 they 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.
- G.5.7 If an Employee is absent on sick leave for less than a whole day, such leave is to be debited as follows:
- a) Absent for a whole morning or afternoon - half day's sick leave.
  - b) Absent for less than two hours during the day - no deduction.
  - c) Absent for two hours and up to six hours during the day - half day's sick leave.
  - d) Absent for over six hours during the day - one day's sick leave.
- G.5.8 The Employee should notify absence due to sickness to their manager whenever possible within 30 minutes of normal starting time.
- G.5.9 When sickness occurs during annual or long service leave, the Employer will permit the period of sickness to be debited against the Employee's sick leave entitlement provided the period of sickness is more than five days and a medical certificate is produced.

**G.5.10 Anticipation of Sick Leave**

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

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

**G.5.11 Sickness at Home**

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

**G.5.12 Isolation on Account of Infectious Sickness**

Employees who are required to be isolated on account of an infectious condition in their household or elsewhere may, if they desire, be granted sick leave on pay as a charge against their sick

leave entitlement. Such absence is to be supported by a certificate signed by a registered medical practitioner or by the District Medical Officer of Health.

## G.6 Retirement

- G.6.1 Employees who wish to retire are required to give three months' notice except for retirement for medical reasons, except for Maintenance staff for whom notice shall be 4 weeks.
- G.6.2 An Employee may be required by the Employer to relinquish employment based on the certificates of two medical practitioners nominated by the Employer. The Employer will normally give the Employee not less than three months' notice provided that a lesser period may apply by mutual agreement.

## G.7 Retirement Leave

- G.7.1 Retiring Employees shall be entitled to retirement leave as follows:

Years of Continuous Service	Entitlement
10	one calendar month's leave
12	two calendar months' leave
14	three calendar months' leave
16	four calendar months' leave
18	five calendar months' leave
20	six calendar months' leave

- G.7.2 Service, for the purpose of retirement leave entitlement and calculation, means unbroken employment, full-time or permanent part-time (on a pro-rata basis) in the University together with any other service which the Employer may at its discretion recognise. However, previous service in the State Sector does not qualify for retirement leave if the Employee has received a severance or retirement payment for the same service.
- G.7.3 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long service leave due.
- G.7.4 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.

### G.7.5 Computation of Retirement Leave

Retirement leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retirement leave commences from the working day following expiry of such leave.

## G.8 Grant in Lieu of Retirement Leave

- G.8.1 All Employees eligible for retirement leave may accept, instead of any period of retirement leave to which they are entitled (less any retiring or leave already taken in anticipation), a lump sum gratuity equivalent in value to that leave.
- G.8.2 If the effective date of a salary increase falls during any period of annual or long service leave taken after cessation of duties, the amount of the lump sum in lieu of retirement leave should be

increased in accordance with the new salary rates on the written application of the Employee.

- G.8.3 The Employer shall notify any Employee who has left the service of the Employer within the 12 months preceding such salary increase, provided the Employee has left a contact address with the Employer.
- G.8.4 If the salary increase falls due from a date after the completion of the period of annual or long service leave taken after cessation, no adjustment is to be made to the lump sum.
- G.8.5 On the death of an Employee the Employer may approve a cash grant in lieu of retirement leave to the Employee's estate.

## **G.9 Parental Leave**

- G.9.1 Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.9.3 and G.9.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act 1987.
- G.9.2 When an Employee takes parental leave in accordance with the Parental Leave and Employment Protection Act 1987, 9 weeks of University paid parental leave will be made by the University to continuing (permanent) Employees who have been employed by the University for at least 12 months' continuous employment prior to the due date of the baby or the date they become the primary carer of the child under age six (6) on a permanent basis. If both parents or primary carers are employed by the Employer and are eligible, then only one parent/primary carer may receive the nine (9) week payment, and they may choose who will receive it.

### **G.9.3 Entitlement and Eligibility**

An Employee while they are employed in the University is entitled to parental leave in the following circumstances:

- G.9.3.1 In respect of every child born to them or their partner.
- G.9.3.2 In respect of every child under the age of six (6) years for whom they will have the primary responsibility for the care, development and upbringing of the child on a permanent basis. This may be through adoption or home for life or whangai (but it does not include on a foster care or other temporary basis).
- G.9.3.3 Leave up to 52 weeks (unpaid) (less any period of University paid parental leave taken by an employee) will be granted to Employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks (unpaid) may be granted. The maximum period of parental leave may be taken by either the Employee exclusively or it may be shared between the Employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.
- G.9.3.4 Where two or more children are born or adopted at the same time, then for the purposes of these provisions the Employee's entitlement shall be the same as if only one child had been born or adopted.

- G.9.3.5 Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- G.9.3.6 In addition to parental leave:
- a) An Employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy such as antenatal classes, scans or midwife appointments.
  - b) An Employee who is the spouse or partner may take a continuous 14 day period on leave without pay as leave. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or date the Employee's spouse or partner becomes the primary carer and ending 21 days after the actual date of delivery or date the Employee's spouse or partner becomes the primary carer.
- G.9.3.7 If an Employee will be the primary carer of the child and would meet the work time and hours criteria to receive parental leave payments from the Government, but they cannot take parental leave (because they do not meet the 6 month criteria under the Parental Leave and Employment Protection Act 1987), the University may consider giving them discretionary leave.

#### **G.9.4 Job Protection**

An Employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one the employee occupied at the time of commencing parental leave.

- G.9.5 A similar position means a position:
- a) At the equivalent salary and grading; and
  - b) On the same university campus; and
  - c) Involving responsibilities broadly comparable to those exercised in their previous position.
- G.9.6 When an Employee goes on parental leave the Employer must as first preference:
- G.9.6.1 Hold the Employee's position open (Note - this includes filling it temporarily); but
  - G.9.6.2 If the Employer needs to fill the position permanently, at the time the Employee indicates their intention to return to duty, the Employer shall provide a written offer of one of the following (in order of priority):
    - a) The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or

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- b) If this is not possible the Employer may approve one of the following options:
  - i) an extension of parental leave up to 12 months until the Employee's previous position or a similar position becomes available; or
  - ii) where extended parental leave as provided in (i) expires and no position is available for the Employee, the Employee continues on leave without pay and the Employer may terminate employment with three months' notice provided that an Employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to six weeks' leave that the employee could have earned if the employee had had the opportunity to return to work after parental leave.

### **G.9.7 Deployment**

When a staffing surplus is declared involving a position that is usually occupied by an Employee who is on parental leave, then the same University deployment provisions that would apply to other staff members who are part of the same surplus will apply.

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

### **G.9.8 Salary Rates**

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

- G.9.9 Should any progression apply (for Bridging Programme Teachers, Learning Advisors and/or Medical Practitioners), this shall continue during absence on parental leave.

### **G.9.10 Annual Leave Taken on Return from Parental Leave**

- G.9.10.1 In accordance with the Parental Leave and Employment Protection Act 1987, while an employee is absent on parental leave, their annual leave will continue to accrue and the employee may become entitled to annual leave. Any annual leave taken within a twelve (12) month period after the employee returns to work is calculated on the basis of the Employee's "average weekly earnings" for the preceding twelve (12) months.
- G.9.10.2 Notwithstanding G.9.10.1 above, the University will pay the employee's usual base pay for annual leave taken in the twelve (12) month period after returning from parental leave if the Employee had taken all available annual leave (entitlement and accrual) prior to the commencement of parental leave. The use of this calculation method is subject to the Employee returning to work for no less than six (6) months. If employment ends within six (6) months of the return to work, then the employee agrees that any overpayment for annual leave will be deducted from the employee's final pay.

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## **G.10 Re-Entry After Absence Due to Childcare (General Staff and Medical Practitioners only)**

An Employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:

- G.10.1 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.
- G.10.2 The applicant must:
  - a) Produce a birth certificate for the under school age child;
  - b) Sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- G.10.3 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum (\$38,000 for Medical Practitioners), eligibility will be at the Employer's discretion.
- G.10.4 An applicant seeking to return to the University should give at least three months' notice and renew that notice at least one month before the date they wish to return to work or one month before the expiry of the period in clause G.10.1, whichever is the earlier. This notice shall be forwarded to the Employer who shall acknowledge receipt of it.
- G.10.5 Where an applicant meets the conditions in clauses G.10.1 - G.10.4 and, at the time of the application:
  - a) Has the necessary skills to fill competently a vacancy which is available in the University; and
  - b) The position is substantially the same in character and at the same or lower salary as the position previously held,then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- G.10.6 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 leave entitlements.
- G.10.7 If an applicant is not appointed to any position within three months after the expiry of the period in clause G.10.1 above, the benefits of these provisions will lapse.

## **G.11 Long Service Leave**

- G.11.1 In addition to holidays and annual holidays specified elsewhere in this agreement, an Employee shall be entitled to two weeks long service leave after 10 years continuous service with the University, and to an additional one week of long service leave on completion of each 15 and 20 years continuous service.

Alternatively, Employees who were employed by the University prior to 1 July 2008 (and who remain continuously employed by the University) may elect to remain on their previous long service leave

provisions, which are: "on completion of each 15 years' continuous university service to a special holiday of four weeks."

This sub-clause is subject to clause G.11.5 below.

- G.11.2 Long service leave must be taken within five years of becoming due, or be forfeited. An Employee may be permitted by the People and Culture Director to extend the period of five years provided that it is not taken in a block with a subsequent entitlement to Long Service Leave.
- G.11.3 Long service leave is a leave entitlement, not a basis for a lump sum payment.
- G.11.4 Entitlement to long service leave shall not affect any retirement leave eligibility.
- G.11.5 Employees covered by the University of Canterbury Maintenance Workers Collective Employment Agreement employed prior to 1 April 1991 shall retain their previous long service leave entitlement.

## **G.12 Crediting of Previous Service**

- G.12.1 For the purposes of calculating service-related leave entitlements, previous permanent service with the Employer will be counted, except where a break in employment has been for six years or more.  
This sub-clause G.12.1 shall not apply to Medical Practitioners.
- G.12.2 For the purposes of calculating leave entitlements:
  - a) previous permanent service with another New Zealand university; or
  - b) previous relevant permanent service within the New Zealand education or library sectorswill be counted, subject to the condition that the period which elapses between any period of employment is not longer than one calendar month.  
This sub-clause G.12.2 shall not apply to Cleaners or Medical Practitioners.
- G.12.3 The University may give credit for other previous relevant service for the purpose of calculating leave entitlements, in which case decisions shall have regard to:
  - a) The relevance of the service;
  - b) Recruitment and retention experiences.
- G.12.4 "Continuous service" for Medical Practitioners means uninterrupted employment as a Doctor at the Centre. Service may be broken by periods of up to six (6) months (or longer if agreed by the Director) and will still be deemed current and continuous.
- G.12.5 Where a maintenance worker transfers from an agreement of apprenticeship to employment under this Agreement without a break in service, their previous service shall be taken into account when assessing eligibility for service related benefits under this Agreement.
- G.12.6 General staff Employees employed prior to 11 May 1990 shall retain their existing provisions regarding recognition of service. Maintenance staff employed prior to 1 April 1991 shall retain their existing provisions regarding recognition of service.

### **G.13 Jury Service Leave**

An Employee called on for jury service will be entitled to special leave with pay. The Employee is to ensure that all fees payable by the court other than for service performed on a rostered day off are paid to the Employer. The Employee may retain any expenses payments.

### **G.14 Bereavement/Tangihanga Leave**

- G.14.1 An Employee shall be granted bereavement/tangihanga 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 or as a result of a pregnancy loss by way of miscarriage or still-birth. Such obligations may exist because of blood or family ties or because of particular cultural requirements to perform roles at all or part of a tangihanga (or its equivalent), including karanga, mihi, karakia, kaumatua, kuia or kaitautoko. This shall include leave to attend hura kohatu (unveilings), kawē mate (re-enactment of tangihanga), and maumaharatanga (memorial services).
- G.14.2 In granting time off, therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner taking into account:
- a) The closeness of the association between the Employee and the deceased, which 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 necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.
- G.14.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.14.4 If a bereavement occurs while an Employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the Employee is on leave without pay.
- G.14.5 This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

### **G.15 Māori Land Court and Waitangi Tribunal Hearings**

Where a staff member is required as a witness, to lend expertise or to present a case on behalf of their whanau, hapu, or iwi, to attend the Māori Land court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of

their iwi, they shall be entitled to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought is required.

## **G.16 Professional Development Leave**

G.16.1 Employees may be granted leave to enable them to undertake professional development activities (e.g. qualifications, conferences, courses and seminars) or undertake other approved activities which are considered by the Employer to be relevant to their employment and/or contribute to their professional development. If practicable, this should be discussed via the Professional Development and Review (PD&R) process and applied for as "Professional Development Leave" in the University's online leave system.

### **G.16.2 Medical Practitioners' Continuing Education**

Note: This sub-clause G.16.2 shall apply to Medical Practitioners in place of G.16.1 above.

- G.16.2.1 The Centre is committed to the development of Continuing Doctors in order to achieve organisational goals. The Centre will use its best endeavours to enable Doctors to take professional development leave each year.
- G.16.2.2 Continuing Doctors are expected to undertake ongoing professional development leave from time to time to enable them to meet the objectives of the position and concentrate on increasing their knowledge and expertise in areas that will benefit both the Centre and them in the practice of medicine.
- G.16.2.3 On application, Continuing Doctors are entitled to up to ten (10) days professional development leave each calendar year, where the proposed professional development will be of benefit to the Doctor and the strategic direction of the Centre and is able to be accommodated operationally.
- G.16.2.4 A Continuing Doctor may accumulate professional development leave to a maximum of twenty (20) days where it is agreed between the Doctor and the Director that the proposed professional development will be of particular benefit to both the Doctor and the Centre and is able to be accommodated operationally.
- G.16.2.5 On application, Continuing Doctors are entitled to the reimbursement of reasonable expenses incurred up to \$4,000 each calendar year.
- G.16.2.6 Where the professional development leave is accumulated, reimbursement can be accumulated.
- G.16.2.7 If more than one Doctor intends to take accumulated leave in a single year, this will be negotiated with the Director and a decision will be made within the acknowledged limitations of the Centre's operational needs for that year.
- G.16.2.8 A record of study leave taken in this manner must be kept on the Doctor's file.
- G.16.2.9 A Continuing Doctor will be entitled to apply for professional development leave after twelve (12) months service.
- G.16.2.10 There is no entitlement for Continuing Medical Education (Professional Development Leave) to be cashed up or paid out, including on termination of employment.

G.16.2.11 "Continuing Medical Education" refers to all activities undertaken by the Doctor to maintain and develop professional competence. The nature of these activities will be determined by the requirements of the RNZCGP and in accordance with any legislative requirements (contracts or requirements of the Ministry of Health and/or any other organisations providing funding). It will include quality assurance activities, clinical audit and peer reviews.

G.16.2.12 Medical Practitioners leave to attend Meetings

The Director shall grant leave with pay to any Doctor attending formal meetings of the Medical Council of New Zealand which the Doctor is required to attend, and any meeting the Doctor is required to attend by the Centre and any meeting of a statutory authority which the Doctor is required to attend. Reasonable notice is to be given to the Director so that cover can be arranged.

## **G.17 Family Violence Leave**

G.17.1 In this clause, family violence has the same meaning as that term is defined in the Family Violence Act 2018. The Employer recognises that Employees sometimes are affected by family violence in their personal life that may affect their attendance, performance and/or safety at work. The employer is committed to supporting employees who are affected by family violence.

G.17.2. The Employer may grant an Employee affected by family violence up to 10 days paid leave or flexible working arrangements on such terms and conditions as are appropriate. Examples of reasons for granting leave include the Employee attending medical appointments, legal proceedings and counselling sessions.

The Employer may also grant an Employee who supports a person affected by domestic violence special leave to accompany that person to Court, to hospital, or to mind their children while they attend these appointments.

G.17.3. The Employee will, if requested, provide the Employer with relevant documents that support any claim for leave under this provision. Such documents may include a document issued by the Police, a Court, a Doctor or other medical professional, a family violence support service or a lawyer. This documentation may be provided retrospectively. The Employer will maintain strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resource Staff.

G.17.4. This leave is inclusive of any entitlement to family violence leave under the Holidays Act 2003 (which provides for up to 10 days of such leave each year).

## **G.18 Other Leave**

G.18.1 The Employer may grant an Employee other leave with or without pay on such terms and conditions as the Employer may deem fit.

G.18.2 In assessing applications for other leave, the Employer will take the following into account:

- a) Length and quality of service;
- b) Position requirements;

- c) Needs of the School/Department/Centre;
- d) Amount of annual/long service leave being contributed by the applicant;
- e) Purpose and duration of leave, e.g. the desire to be a family friendly employer, such as consideration of unpaid leave during school holidays or unpaid leave on the birth of a grandchild.

## **G.19 Employment Relations Education Leave**

The Employer shall grant paid leave to Employees to attend employment-related education courses in accordance with the provisions of the Employment Relations Act 2000.

## **SECTION H: GENERAL PROVISIONS NGĀ WHAKARITENGA**

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### **H.1 Health, Safety and Wellbeing**

- H.1.1 The University of Canterbury is committed to providing and maintaining a safe and healthy working environment for its Employees by:
- meeting its obligations under the Health and Safety at Work Act 2015 and associated Regulations, Codes of Practice, and other relevant Standards or Guidelines.
  - eliminating or minimising risks to health and safety, so far as is reasonably practicable..
  - encouraging Employee consultation and participation in matters relating to health and safety through the review of safe work practices by the Health and Safety Committee established in terms of the Health and Safety in Employment Amendment Act 2003.
  - provision of training, personal protective equipment and practical resource.
  - working in collaboration with staff and unions in accordance with the Employee participation agreement. All hazard and risk related protocols and procedures will be approved and periodically reviewed by relevant Health and Safety committees. The relevant department committee and specialists will develop, review and monitor standard operating protocols that, where relevant, will incorporate the clauses previously contained in the General Staff, Cleaners and Custodians and Maintenance workers collective employment agreements that applied immediately prior to this collective employment agreement coming into force.
- H.1.2 Employees are required to:
- Become fully familiar with and comply with the University's rules, policies and procedures covering health and safety relevant to the employee.
  - Comply with all instructions relating to health and safety, including the wearing of personal protective equipment.
  - Ensure their personal safety while at work.

- Take reasonable care so that their acts or omissions do not adversely affect the health and safety of other persons.
- Notify the University immediately if any issues arise in relation to health and safety, including the identification of workplace risks.
- Ensure that they have a sound understanding of the hazards and risks associated with the work for which they are responsible.
- Engage with the University on matters relating to health and safety at work.
- Report all accidents, injuries and near misses which occur or arise out of the course of their employment to enable the University to investigate and eliminate or minimise harm or risk of harm in a timely manner.

### **H.1.3 Personal Protective Equipment**

H.1.3.1 Where necessary, suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the Employer and the Employee instructed in their use. Where justified, prescription hardened lenses shall be provided by the Employer. Should a change in prescription require a change in lenses, then the Employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames, if required. The Employer shall take all reasonably practicable steps to ensure that the Employee is instructed in the use and need for safety clothing and equipment. The Employee shall be under an obligation to make use of safety clothing and equipment provided by the Employer.

H.1.3.2 The replacement of safety footwear shall be on an as required basis as approved by the Employer. This also includes the provision of sandshoes to painting staff where required and worn regularly.

H.1.3.3 When maintenance workers are required to work outside in wet and/or cold weather, waterproof coats, safety gumboots and/or leggings shall be made available, provided that where such work is undertaken on a regular basis, individual protective clothing shall be supplied. An individual swandri-type jacket shall be supplied.

### **H.1.4 Eyesight Tests**

H.1.4.1 Employees shall be entitled to an eyesight test at the Employer's expense immediately upon being assigned to:

(i) VDU duties for at least 50 per cent of their normal working time; or

(ii) maintenance duties covering a range of activities such as repair work, servicing, replacing, inspecting and testing, that require Employees on occasions to be able to see in light-restricted environments, identify colours, work in restricted areas and sometimes work with minute products such as electrical wiring.

Further eyesight tests shall be available at not less than two-yearly intervals upon application to the Employer.

H.1.4.2 If the eye test above discloses that corrective lenses are required for the normal viewing distance of a VDU or maintenance work related activities, or that an eyesight problem has been created or worsened by VDU or maintenance work related activities, then the cost of corrective lenses will be met by the Employer provided the Employee has at least 12 months' service with the University.

6/14

H.1.4.3 The Employer will only meet cost incurred at its preferred supplier, unless agreed otherwise by special arrangement in advance of the costs being incurred. In all cases the cost of corrective lenses met by the Employer shall not exceed \$500. Any further cost not associated with this clause H.1.4, such as eye health checks or sun protection lenses, will be met by the Employee.

#### **H.1.5 New Technology**

When new technology is introduced into the workplace, it will be the responsibility of the Employer to provide appropriate training. Such training will include any health and safety implications or information that will enable Employees to operate the equipment without discomfort and will help maintain their general well-being.

#### **H.1.6 Maternity Protection**

H.1.6.1 The Employer is committed to protecting the health and wellbeing of its Employees with child care responsibilities and in particular women with breastfeeding infants. This includes the right to periods of time to attend to breastfeeding.

H.1.6.2 This includes:

H.1.6.2.1 Reasonable breastfeeding breaks which will be in addition to normal working breaks, counted as working time and remunerated accordingly. These may be for breastfeeding an infant that is brought to the workplace or an appropriate location for the expressing of milk.

H.1.6.2.2 Where reasonably practicable, a private room or space for breastfeeding and / or expressing of milk, and adequate facilities for the storage of milk will be provided.

## **H.2 Payment of Salaries**

Payment of salaries shall be fortnightly by direct credit to a bank account.

## **H.3 Deductions**

H.3.1 Notwithstanding anything contained elsewhere in this agreement, the Employer shall be entitled to make a rateable deduction from the salary of an Employee for time lost through sickness (other than as provided in this agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

H.3.2 At the written request of any Employee, the Employer shall deduct union subscriptions from the Employee's pay at a rate advised from time to time by the relevant union and shall remit such deductions to the union in a manner agreed upon between the Employer and union.

H.3.3 The Employer shall provide on request to the union, a list of all Employees from whom union deductions are made.

## **H.4 Union Meetings**

H.4.1 Subject to clauses H.4.2 – H.4.5 below, the Employer shall allow every Employee covered by this agreement to attend on ordinary pay up to two union meetings (each of a maximum two hours duration) in each year.

H.4.2 The union shall give the Employer at least 14 days' notice of the date and time of any meeting to which clause H.4.1 applies.

- H.4.3 The union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any meeting, including, where appropriate, an arrangement for sufficient members to remain available during the meeting to enable the Employer's operation to continue.
- H.4.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any member for a period greater than two hours in respect of any meeting.
- H.4.5 Only members who actually attend a meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the Employer with a list of members who attended and shall advise of the time the meeting finished.

## **H.5 Union Rights**

### **H.5.1 Right of Access**

The secretary or other authorised officer of a union party 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 workers represented by the union, or to conduct the union's business which may include recruitment and provision of information to new Employees and/or non union Employees, or enforcing this agreement, including access to wages, holiday and time records but not so as to interfere unreasonably with the Employer's business.

### **H.5.2 New Employees**

The Employer will allow new Employees time to meet with a delegate or other authorised representative from the unions in paid time.

The Employer will inform the Employee that if they join one of the unions, the Employee will be covered by this agreement.

## **H.6 Resolution of Employment Relationship Problems**

### **H.6.1 Definitions**

- H.6.1.1 Employment Relationship Problem includes a personal grievance, a dispute 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.
- H.6.1.2 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 a union or Employees' organisation.
- H.6.1.3 Dispute means a dispute about the interpretation, application or operation of an employment agreement.

### **H.6.2 Raising a Personal Grievance or Other Problem**

- H.6.2.1 An Employee who considers that they have a personal grievance must raise the grievance with the Employer by making the Employer aware of the personal grievance that the Employee wants to have addressed.
- H.6.2.2 The Employee must raise the personal grievance within 90 days after the action complained of, or the date the Employee became aware of it, unless there are exceptional circumstances.

H.6.2.3 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.

Note: In the University, the problem should be referred to the Employee's Head of School/Department in the first instance in order that the problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance (see definition above) the Employee (or representative) must raise it by providing a written statement setting out:

- i) the nature of the grievance
- ii) the facts relied upon; and
- iii) the remedy the Employee seeks to achieve

If for some reason the Employee does not wish to raise the problem with their Head of School/Department, or the problem has not been resolved at that level, they (or their authorised representative) can refer it to People and Culture.

It is agreed that this process shall constitute "reasonable steps" for the purposes of s.114, Employment Relations Act 2000.

### **H.6.3 Procedure – All Employment Relationship Problems (including Personal Grievance)**

H.6.3.1 If the employment relationship problem cannot be resolved by discussion between the Employer and Employee, then either party may request assistance from the Ministry of Business, Innovation and Employment which may provide mediation services.

H.6.3.2 If the problem is not resolved by mediation, the Employee may apply to the Employment Relations Authority for investigation and resolution.

## **H.7 Discipline**

H.7.1 If the Employer considers an Employee's conduct or performance of duties to be unsatisfactory, the University's Disciplinary Procedures will apply.

H.7.2 Where the University considers it necessary, it may require the Employee to undertake reduced or alternative duties consistent with the Employee's abilities, or to remain away from work on pay, while it conducts an investigation into the Employee's conduct.

## **H.8 Savings**

Savings provisions that apply to Employees covered by this agreement who are employed at the commencement of the agreement and who are members of the union shall be preserved accordingly.

## **H.9 Variation of Agreement**

H.9.1 During the term of this collective employment agreement, either party may, in the second and third quarter of each year, formally raise, in writing, issues in relation to Employees' terms and conditions of employment, provide relevant supporting information and propose solutions. In this event, the parties will work together in a timely manner, and bearing in mind good faith obligations, in an attempt to reach agreement. However, this does not require the parties to reach agreement.

- H.9.2 Clause H.9.1 will not be used to renegotiate annual salary increases or the term of this agreement.
- H.9.3 The parties to this collective agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.

## **H.10 Union Recognition**

- H.10.1 The Employer recognises that the unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. The Employer has an interest in the unions being well organised and effective in the employment relationship. The Employer will allow elected or endorsed union representatives reasonable paid time to carry out their union roles within and beyond the workplace.
- H.10.2 The parties affirm the principle of according high priority to maintaining and advancing a Te Tiriti o Waitangi partnership at all levels within the University. In regards to Te Tiriti's application to the principles underlying clause H.10, the parties agree that aspects of this objective can be best attained by actively acknowledging and effectively encouraging the key role played at TEU member level, and recognising the special and cultural role, of the Te Toi Ahurangi/Te Uēpu representative.
- H.10.3 The Employer will support paid participation of a Te Toi Ahurangi/Te Uēpu representative in the branch and related activity of the union within and beyond the workplace. The TEU will advise the Employer (in particular, the Senior Leadership Team and PVCs) of the name and occupation of the approved representative. The TEU will also consult with, and provide prior notice to, the Employer in regards to any meetings or demands that require the input and/or presence of the TEU Māori representative.
- H.10.4 The Employer will support the paid participation of a nominated Pasifika representative in the branch and related activity of the union within and beyond the workplace as a means of acknowledging and effectively encouraging the key role played at TEU member level, and recognising their special Pasifika cultural role. The TEU will advise the Employer (in particular, the Senior Leadership Team and PVCs) of the name and occupation of the approved representative. The TEU will also consult with, and provide prior notice to, the Employer in regards to any meetings or demands that require the input and/or presence of the TEU Pasifika representative.
- H.10.5 The Union parties confirm that in the event there are issues with the availability of Māori and Pasifika representatives, due to multiple representatives being sourced from the same College, this will be managed in a genuinely consultative manner to ensure both parties concerns are met.

### **H.10.6 Union Benefits**

- H.10.6.1 Pursuant to Section 9(2) and 9(3) of the Employment Relations Act 2000, the benefits contained within this clause H.10.6 for union members are in recognition of the partnership between the union, their members and the employer in engaging constructively, supporting the success of the University through working parties,

committees, and ongoing discussions to improve quality and/or reducing costs.

H.10.6.2 Union members will receive the pay increases from the start of the first pay period in the applicable year (2 January 2023; 1 January 2024). Employees who are not members of the union will receive the pay increases on from the start of the first period in April in the applicable year (27 March 2023; 25 March 2024). Nothing in this sub-clause shall have the effect of reducing any employee's pay.

H.10.6.3 If they are otherwise able to access the services below, members of TEU, PSA and E tū will receive:

- A \$15.00 discount for Doctor and Nurse appointment charges at the UC Health Centre.
- A 25% discount on any standard full price membership at the UC Recreation Centre.
- A \$50.00 contribution to membership of the University of Canterbury Club.

The process for staff to access these benefits may be changed from time to time by the employer.

## **H.11 Definitions**

H.11.1 T1.0 means an Employee's ordinary hourly rate of pay, if a waged Employee, or if the Employee is a salaried Employee, the hourly rate will be calculated by dividing the annual salary by 1955.3553 (for a 1.0 FTE) or 2085.712 (for a 1.0 FTE) for Maintenance Staff, Cleaners, Trades Supervisors, Senior Cleaning Supervisors (and other Employees usually employed on 40 hours per week).

H.11.2 T0.5 means half T1.0 (as calculated in accordance with the above definition).

H.11.3 T1.5, or "time and a half", means T1.0 (as calculated in accordance with the above definition) plus T0.5 (as calculated in accordance with the above definition).

H.11.4 T2.0 means T1.0 (as calculated in accordance with the above definition) doubled.

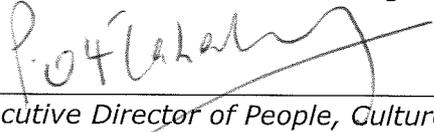
## **H.12 Term of Agreement**

This Agreement shall be deemed to have come into force on 1 July 2022 and shall continue in force until 30 June 2024.

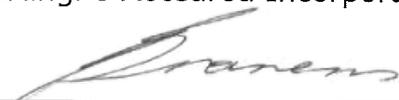
## Schedule of Signatories

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Signed on behalf of the Vice-Chancellor Te Tumu Whakarae, University of Canterbury Te Whare Wānanga o Waitaha

  
Date: 8 December 2022  
*Executive Director of People, Culture and Campus Life (Paul O'Flaherty)*

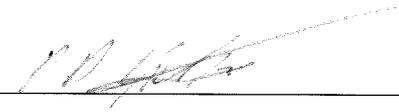
Signed on behalf of The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated

  
Date: 13 December 2022  
*Assistant National Secretary – Industrial (Irena Brorens)*

Signed on behalf of The New Zealand Public Service Association Te Pukenga Here Tikanga Mahi

p.p.   
Date: 08/12/2022  
Organiser (Fern Gaber)

Signed on behalf of E tū Incorporated

  
Date: 9/12/2022  
Organiser (Paul Johnston)

## **APPENDIX A - Maintenance Worker Classifications**

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### **BOILER CLASSIFICATIONS**

#### **Responsible Person**

A person who fulfils the requirements of a responsible person to operate fully automated unattended boilers in accordance with the OHS Code of Practice for Design, Safe Operation, Maintenance and Servicing of Boilers 1996.

#### **Engine Drivers**

A person who has a certificate of competency in accordance with the Boilers, Lifts and Cranes Act or its equivalent and is therefore qualified in one of the following grades:

- (i) First Class Engine Driver
- (ii) Second Class Engine Driver
- (iii) National Certificate in Energy and Chemical Plant level 2

Either certificate of competency enables the person to operate the University of Canterbury's attended boiler plant on completion of appropriate operational training.

#### **Fitter/Boilerperson**

A person who has been designated by the University as the responsible person for its automated central boiler plant which requires him/her to undertake planned regular checks of the plant, seven days per week. In addition to this Fitter/Boilerperson are required to respond to any fault as generated by the boiler plant monitoring system, 24 hours per day. The fitter/boilerperson may also be qualified as an Engine Driver as defined above.

When not fulfilling these boiler duties during normal working hours the person will undertake the duties of a fitter as defined below (Engineers classifications) and be paid as such.

### **PLUMBERS CLASSIFICATIONS**

Employees who, as appropriately qualified and licensed, assemble, install and repair the pipes, drains, fixtures and other fittings used to supply water and gas or for the removal of waste water disposal in residential, commercial and industrial buildings.

### **BUILDING TRADE CLASSIFICATIONS**

#### **Carpenters', Joiners', Joiners machinists' shall mean and include**

Employees who, as appropriately qualified and/or licensed, work as carpenters', joiners', joiners machinists' in the building, construction, and joinery industry or on work related to that industry.

#### **Painters' and decorators' shall mean and include:**

- (i) Employees who, as appropriately qualified and licensed, apply any preparation the purpose of which is of a decorative or protective character (excluding only the application of tar, bitumen, or like substance to the ground or roads or like surface);
- (ii) The cutting, fitting, and fixing of glass of all shapes and types, and/or the glazing of sashes, doors, and frames of all types.

**Building Compliance officers shall mean and include:**

Employees, who as appropriately qualified and licensed, inspect and monitor buildings to ensure that Compliance Schedules and Building Warrants of Fitness comply with the Building Act 2004, and that the specified features within any building that is being erected or altered meet the requirements of the Building Act 2004.

**ENGINEERS CLASSIFICATIONS**

**Electricians and electrical workers work is defined as:**

Employees who, as appropriately qualified and/or licensed construct, erect, install, repair, maintain and test all classes of electrical and electronic plant and equipment, lighting and power appliances, and of any other appliances which require a practical knowledge of electricity, and including all work which comes within the scope of the New Zealand Government Electrical Supply and Wiring Regulations.

**Engineering workers are defined as:**

Employees who, as appropriately qualified and/or licensed, perform all engineering maintenance work, including work done by factory engineers, fitters, toolmakers, patternmakers, industrial instrumentation service persons, and related engineering trades and assistants.

**SCAFFOLDERS CLASSIFICATION**

**Scaffolder work is defined as:**

The erection and dismantling of scaffolds, for which notice of erection is necessary under the HSE Regulations 1995, by an employee who is required by the University to hold as a minimum qualification a National Certificate in Scaffolding. A scaffolder may be required to perform other duties from time to time.

**TRADES ASSISTANTS CLASSIFICATION**

**A Trade Assistant is defined as:**

A worker not classified elsewhere who is technically competent to carry out some trade occupational tasks unassisted but usually under the direction and supervision of a tradesperson, and/or licensed and skilled at operating some plant or equipment (excluding Grounds staff).

**NOTE:** Nothing in this definition will permit any employee to breach registration or license requirements of the Plumbing, Electrical, Scaffolder and/or Builder/Carpenter Trades.