

Grounds Staff

# Continuing & Fixed Term Individual Employment Agreement

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UNIVERSITY OF CANTERBURY

**GROUNDSTAFF  
INDIVIDUAL EMPLOYMENT AGREEMENT**

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BETWEEN     The Vice-Chancellor, University of Canterbury (the "Employer")

AND                     (name of employee)

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**SECTION A: GENERAL**

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A.1 This agreement is made pursuant to Part 6 of the Employment Relations Act 2000.

**SECTION B: APPLICATION OF AGREEMENT**

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B.1 This individual employment agreement shall apply to Grounds Staff who are employed by the Vice-Chancellor of the University of Canterbury and who have agreed in writing to accept these provisions as part of their individual employment agreement. They shall only apply from the date of signing such acceptance.

B.2 These terms and conditions supersede the previous employment conditions for those employees who have agreed in writing to these terms and any other remunerative agreements and any other agreements with regard to matters addressed in this document, and any such contracts or agreements are cancelled as at the coming into force of this document.

B.3 These terms and conditions shall remain in force until superseded or replaced by a subsequent individual employment agreement between the parties, or if the Employee comes within the coverage of a collective employment agreement.

**SECTION C: TERMS OF EMPLOYMENT**

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C.1 CATEGORIES OF EMPLOYMENT

C.1.1 **Full-time**  
When the employee works on a continuing basis for forty hours per week.

C.1.2 **Part-time**  
When the employee works on a continuing basis but for less than forty hours per week. Part-time staff receive the entitlements of this agreement on a pro-rata basis.

C.1.3 **Casual**  
When the employee is 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**  
When the employee is 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 The Employee is subject to the regulations, instructions and resolutions of the University in the discharge of their duties.
- C.2.2 The Employee is responsible to their Department Manager, who is in turn responsible to the Director Facilities Management.
- 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 Employee acknowledges 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 acknowledges that the employee has an 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 the Employees where the Employer proposes change which may result in significant changes to the structures, staffing levels or work practices directly affecting the Employee. Sufficient information (subject to commercial sensitivity and privacy considerations) will be provided by the Employer to enable the employee to develop an informed response. Sufficient time must be allowed for the Employee 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 by the Employee. The final decision shall be the responsibility of the Employer.
- C.3.4 Equally, there is an obligation on the Employee 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 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 he/she 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 declared redundant by the Employer shall be entitled to a severance payment calculated as follows:
- 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.
- 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 Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or contracted out to another person, the Employer will notify the Employee(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 his/her/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 he/she/they will not be deemed to be redundant for the purpose of clauses C.3.1 to C.3.10 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.3.1 to C.3.10 hereof will apply.

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

## C.5 SUPERANNUATION

- C.5.1 Employees may belong to the New Zealand Universities Superannuation Scheme 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 the Employer contribution rate including tax does not exceed that of UniSaver.
- 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.6 STAFF DEVELOPMENT

The Employer undertakes to provide staff development programmes in which the Employee may participate.

## C.7 ABANDONMENT OF EMPLOYMENT

When the Employee is absent from work for a continuous period of three working days without notification to the Employer, the Employee shall be deemed to have abandoned his/her employment. Where the Employee was unable to notify the employer through no fault of his/her own, 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 two weeks by either party. For fixed term Employees notice will be deemed to have been given at the time the appointment is accepted. Notice periods may be increased or reduced by mutual agreement.
- C.8.2 This 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.

# **SECTION D: HOURS OF WORK**

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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.



D.1.1.2 Ordinary hours of work for full-time employment shall be:

- a) not be more than 8 hours a day; 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.

D.1.1.3 The Employee shall work between the hours of 6.00 am and 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday.

D.1.2 All Employees shall have regular hours. These may be varied by mutual agreement in writing following discussion between the Employer and the Employee. The Employer will respect the right of the Employee if he or she does not wish to vary the 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 a meal break of not more than one hour or less than 30 minutes as directed by the Employer, except that the Employee shall be required to work for more than five hours without a meal break.

D.1.4.2 The Employee shall be granted a rest period of 10 minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work.

## D.2 OVERTIME

D.2.1 These provisions apply when the Employee is employed on a salary of less than \$51,698 per annum inclusive of any higher duties allowances and who, with the prior authorisation of the Employer, works in excess of 40 hours a week.

D.2.2 The employee 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.2.3 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.2.4 When the Employee is employed on a salary above the overtime limit (i.e. \$51,698 or more per annum inclusive of any higher duties allowance) he or she may be granted time off on the basis of one hour for each hour worked at the discretion of the Employer.

- D.2.5 Overtime shall not be paid for at rates higher than appropriate to the work being performed. The maximum hourly rate for overtime shall be \$35.34 per hour.
- D.2.6 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.3 CALL BACKS

- D.3.1. When the Employee is called back to work after completing the day's work and has left the place of employment, or is called back before his/her normal time of starting work and does continue working until such normal starting time, tet Employee shall be paid at overtime rates or receive time off in lieu for all hours worked with a minimum of three hours.
- D.3.2 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.3.3 Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- D.3.4 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.4 MINIMUM BREAK BETWEEN SPELLS OF DUTY

- D.4.1 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.4.2 This requirement to provide a break wherever possible applies whether or not any additional payment will apply under the provisions of this clause.
- D.4.3 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.4.4 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 he/she would otherwise have received.
- D.4.5 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.4.6 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**

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### E.1 PAY SCALE

- E.1.1 Effective 1 January 2014, a percentage salary increase to the pay scales will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2013, as published by Statistics New Zealand.
- E.1.2 Effective 1 January 2015, a percentage salary increase to the pay scales will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2014, as published by Statistics New Zealand.

<b>Base Salaries</b>		
	<b>Minimum</b>	<b>Maximum</b>
<b>Gardener's Assistant</b>	\$33,207	\$43,457
<b>Gardener</b>	\$42,107	\$62,478
<b>Foreperson</b>	\$53,968	\$66,796

### E.2. PLACEMENT IN SALARY RANGE

- E.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 Individual salary rates cannot be reduced by reason of the operation of the ranges of salary rates.

### E.3 PROGRESSION

- E.3.1 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.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 REVIEW

E.5.1 All salaries shall be subject to annual review. This does not, however, preclude an individual review in special circumstances.

E.5.2 Movements in salary are by decision of the employer.

### **SECTION F: ALLOWANCES**

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#### F.1 HIGHER DUTIES ALLOWANCE

If the Employee is required to perform work for which a higher rate is prescribed for longer than one day shall be paid the higher rate for the period of such work.

#### F.2 MEAL ALLOWANCE

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 \$15.94. Effective 1 January 2014, a percentage increase to this allowance will be linked to the CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to the CPI increase for the year to 30 September 2014.

#### 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 \$81.28 per annum or \$1.56 per week, in lieu shall be paid. Effective 1 January 2014, a percentage increase to this allowance will be linked to the CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase will be linked to the CPI increase for the year to 30 September 2014.

#### 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.

a) 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

b) 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.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. The IRD rate applying at the commencement of this agreement is 77 cents per kilometre for motor vehicles.

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.7 NIGHT RATE ALLOWANCE

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

#### F.8 SATURDAY/SUNDAY ALLOWANCE

Employees working on a Sunday and after 5.00 p.m. 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.9 FIRST AID ATTENDANT ALLOWANCE

If the Employee is a holder of a current First Aid Certificate and is designated as first aid attendants by the Employer to undertake first aid duties shall be paid an allowance of \$8.21 per week extra. Effective 1 January 2014, a percentage increase First Aid Payments will be linked to the CPI increase for the year to 30 September 2013. Effective 1 January 2015, a percentage increase to those same allowances will be linked to the CPI increase for the year to 30 September 2014.

#### F.10 TE REO ALLOWANCE

Where Maori staff who are called upon by the University or senior Maori staff (such as the AVC Maori and kaiarahi) agree to use Tikanga Maori, Te Reo Maori in circumstances where such duties are above and beyond the normal requirements of the employee, the University will recognise such contributions. This may be by way of agreed kaiarahi job descriptions, recognition in promotions policy, other financial recognition or in some other agreed manner.

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

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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, Labour Day, Canterbury Show Day, Christmas Day, Boxing Day.
- G.1.2 In the event of a holiday, other than Waitangi Day or Anzac Day, 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 he/she shall be paid T1.0 in addition to the ordinary rate of pay for all hours actually worked. In addition he/she 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.2 UNIVERSITY HOLIDAYS

Five days each year are prescribed as University Holidays. The University has prescribed Christmas Eve (or the last working day before Christmas Day), Easter Tuesday and the three working days between Christmas and New Year as University Holidays.

### 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 annual or 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, unless the employee has 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) staff 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.

#### G.4.2 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. With the written approval of the Human Resources Director an employee may take annual leave in anticipation of accrual.

### 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 employment. 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, the employer may require the employee to produce a medical certificate (at the employer's expense) in cases of absence of less than three consecutive calendar days where the employer considers, on reasonable grounds, that the sick leave is not genuine.

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

G.5.4 Schedule of Entitlement

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

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

G.5.5 The Employer may, at its 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 he/she may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examination will be met by the employer.

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.5.7 The employee should notify absence due to sickness to the controlling officer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days and may be required for absences of shorter periods. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.

G.5.8 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided the period of sickness is more than five days and a medical certificate is produced.

G.5.9 Anticipation of Sick Leave

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



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

G.5.10 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.5.11 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.

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:

<b>Years of Continuous Service</b>	<b>Entitlement</b>
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 accepted voluntary severance.

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 surviving partner or if there is no surviving partner to any dependant.

### 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.
- G.9.2 When an Employee is on parental leave in accordance with the Parental Leave and Employment Protection Act 1987, a 9 week payment will be provided to continuing (permanent) Employees after 12 months' continuous employment, provided that, if both male and female partners are employed by the Employer and are eligible for paid leave, then they are entitled to one and only one such period of paid leave, 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 up to and including five years of age, adopted by them or their partner.

- G.9.3.3 Leave up to 52 weeks 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 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 An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- G.9.3.7 In addition to parental leave:
  - a) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
  - b) A male employee 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 adoption and ending 21 days after the actual date of delivery or adoption.

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 she/he 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

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 providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to six weeks' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

#### G.10 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

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, 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 she/he wishes 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 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 the employee shall be entitled to two weeks long service leave after 10 years continuous service with the University, and to an additional one weeks long service leave on completion of each 15 and 20 years continuous service.

Alternatively, if the employee was employed by the University prior to 1 March 2010 (and if they have remained continuously employed by the University) they 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."

Long service leave must be taken within five years of becoming due, or be forfeited. In exceptional circumstances the employee may be permitted by the Human Resources Director to extend the period of five years.

G.11.2 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G.11.3 Entitlement to long service leave shall not affect any retirement leave eligibility.

#### 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.

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 sectors will be counted, subject to the condition that the period which elapses between any period of employment is not longer than one calendar month.

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 Those Employees employed prior to 11 May 1990 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 weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.

### G.14 BEREAVEMENT/TANGIHANGA LEAVE

G.14.1 The 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. 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 and amendments.

#### G.15 MAORI 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 Maori 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 STUDY LEAVE

G.16.1 Employees may be granted study leave to enable them to complete qualifications and to attend courses and seminars which are considered by their employer to be relevant to their employment.

G.16.2 Provision of study leave is at the discretion of the employer.

G.16.3 A full-time employee may be allowed leave on full pay up to a maximum of one day a week for the purpose of attending a course of study, including teleconferences where these are a course requirement.

G.16.4 The granting of leave each year shall be subject to the employee's satisfactory progress in their work and studies.

G.16.5 An employee who has successfully completed a section of the course for which he/she has enrolled shall be reimbursed the cost of course tuition and examination fees on the production of result slips and receipts. Other fees and the purchase of notes, books and instruments shall be the responsibility of the employee.

#### G.17 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.

#### G.18 PROFESSIONAL FEES

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.

#### G.19 OTHER LEAVE

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

In assessing applications for other leave, the employer will take the following into account:

- a) Length and quality of service;
- b) Purpose and duration of leave;
- c) Position requirements;
- d) Needs of the Department;
- e) Amount of annual/long service leave being contributed by the applicant.

## **SECTION H: GENERAL PROVISIONS**

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### H.1 HEALTH AND SAFETY

H.1.1 The University of Canterbury is committed to providing and maintaining a safe and healthy working environment for its Employees by:

- a) meeting its obligations under the Health and Safety in Employment Act 1992 and associated Regulations, Codes of Practice, and other relevant Standards or Guidelines.
- b) taking all practicable steps to ensure people in or near the work place are not harmed by hazards.
- c) 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.
- d) provision of training, personal protective equipment and practical resource
- e) working in collaboration with staff in accordance with the Employee participation agreement. All hazard 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.

H.1.2 Personal Protective Equipment

H.1.2.1 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. Repeated failure to do so shall constitute misconduct.



H.1.2.2 The replacement of safety footwear shall be on an as required basis as approved by the Employer.

H.1.2.3 When the Employee is 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 New Technology

When new technology is introduced into the workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. 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.2 Payment of Salaries

Payment shall be direct credit paid fortnightly to a bank account.

### H.3 Deductions

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.4 Accommodation

H.4.1 The employer shall provide suitable washing facilities including hot and cold running water, and sanitary accommodation and also a suitable room for employees to keep their clothes and take their meals.

H.4.2 Where more than three female employees are employed in addition to male workers, separate sanitary accommodation for each sex shall be provided.

H.4.3 During the term of this agreement, the employer, where so requested by the employee, shall make reasonable provision of lockable facilities for the storage of valuable and personal effects.

### H.5 Resolution of Employment Relationship Problems

#### H.5.1 Definitions

H.5.1.1 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.5.1.2 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.5.1.3 Dispute means a dispute about the interpretation, application or operation of an employment agreement.

#### H.5.2 Raising a Personal Grievance or other Problem

H.5.2.1 An employee who considers that he/she has 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.5.2.2 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.5.2.3 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 your Head of 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) you (or your representative) must raise it by providing a written statement setting out:

- a) the nature of the grievance;
- b) the facts relied upon; and
- c) the remedy you seek to achieve

If for some reason you do not wish to raise the problem with your Head of Department, or the problem has not been resolved at that level, you (or your representative) can refer it to the Employee Relations Section of the Human Resources Department in terms of the University's internal mediation services.

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

#### H.5.3 Procedure - All Employment Relationship Problems (including Personal Grievance)

H.5.3.1 If the employment relationship problem cannot be resolved by discussion between the employer and employee, then either party may request assistance from the Department of Labour who may provide mediation services.

H.5.3.2 If the problem is not resolved by mediation, the employee may apply to the Employment Relations Authority for investigation and resolution.

## H.6 DISCIPLINE

If the employer considers an employee's conduct or performance of duties to be unsatisfactory, the University's Disciplinary Procedures will apply.

**H.7 SAVINGS**

H.7.1 Staff employed at the date of this contract shall not have their previous salary, sick leave or long service leave entitlements reduced by the coming into force of this document.

**H.8 DEFINITIONS**

H.8.1 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 2085.71 (for a 1.0 FTE).

H.8.2 T0.5 means half T1.0 (as calculated in accordance with the above definition).

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**SIGNATURES**

**Signed** by and on behalf of the Vice-Chancellor of the University of Canterbury:

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**Rob Oudshoorn**  
**Group Manager Engineering and Maintenance**

/ /  
**Date** (day/month/year)

**Signed** by (name of employee)

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**(Employee Full Name)**

/ /  
**Date** (day/month/year)