

1 July 2018 – 30 June 2021



Collective Employment Agreement

Tūtohu Mahi Tōpūtanga

*Academic and
Associated Staff*

Table of Contents

SECTION A: GENERAL	HE KÖRERO WHĀNUI	4
SECTION B: COVERAGE OF THE AGREEMENT	TE NUKU O TE TŪTOHU	4
B.1	Coverage	4
B.2	Equal Employment Opportunities	4
B.3	Personnel Policy Principles	5
B.4	Access to Agreement	5
SECTION C: TERMS OF EMPLOYMENT	NGĀ HERENGA MAHI	5
C.1	Categories of Employee	5
C.2	Terms of Employment	6
C.3	Termination of Employment	6
C.4	Consultation	6
C.5	Redundancy Provisions	7
C.6	Superannuation	9
C.7	Staff Development	9
C.8	Employee Not to Bind Employer	10
C.9	Academic Workload	10
C.10	Attendance	10
C.11	Academic Staff Sabbaticals	10
SECTION D: HOURS OF WORK	NGĀ HĀORA MAHI	13
D.1	Hours of Work	13
SECTION E: REMUNERATION	NGĀ UTU	13
E.1	Salary Increases	13
E.2	Academic Staff Salary Scale	14
E.3	Criteria for Promotion (Academic Staff)	15
E.4	Senior Tutor and Lecturer (Teaching and Administration Only) Salary Scale	17
E.5	Clinical Educators Salary Scale	18
SECTION F: ALLOWANCES	NGĀ ĀHEINGA	19
F.1	Te Reo Allowance	19
SECTION G: HOLIDAYS AND LEAVE	NGĀ TAMŌTANGA	19
G.1	Public Holidays	19
G.2	University Holidays	19
G.3	Leave (General)	19
G.4	Annual Leave Entitlement	20
G.5	Sick Leave	20
G.6	Retirement Leave	21
G.7	Grant in Lieu of Retirement Leave	21
G.8	Parental Leave	21
G.9	Bereavement/Tangihanga Leave	24
G.10	Maori Court and Waitangi Tribunal Hearings	24
G.11	Professional Development Leave for Senior Tutors, Lecturers (Teaching and Administration Only) and Clinical Educators	25
G.12	Domestic Violence Leave	25
G.13	Other Leave	25
SECTION H: GENERAL PROVISIONS	NGĀ WHAKARITENGA	26
H.1	Health, Safety and Wellbeing	26
H.2	Payment of Salaries	27
H.3	Deductions	27
H.4	Union Rights	28
H.5	Resolution of Employment Relationship Problems	28

H.6	Discipline	29
H.7	Savings	29
H.8	Variation of Agreement.....	29
H.9	Union Recognition.....	30
H.10	Term of Agreement.....	31
Schedule of Signatories		32

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ACADEMIC STAFF COLLECTIVE EMPLOYMENT AGREEMENT

BETWEEN The Vice-Chancellor Te Tumu Whakarae, University of Canterbury Te Whare Wānanga o Waitaha ("the Employer"/ "the University")

AND The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa Incorporated ("TEU")

SECTION A: GENERAL HE KŌRERO WHĀNUI

- a) This agreement is made pursuant to Part 5 of the Employment Relations Act 2000.
- b) This agreement shall be imported into and form part of the individual conditions of employment of employees bound by it.
- c) All employees agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the University and which are consistent with this agreement.
- d) The terms and conditions of employment contained within this agreement are effective from 1 July 2018.

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

B.1 COVERAGE

- B.1.1 This agreement shall apply to those employees employed as members of the academic staff or senior tutors or lecturers (teaching and administration only) or clinical educators and who are members of the TEU.
- B.1.2 Nothing in this agreement shall apply to senior managers as defined by the Employer.
- B.1.3 During the first 30 days of employment, the terms and conditions of new employees, whose work falls within the coverage clause, 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.

B.2 EQUAL EMPLOYMENT OPPORTUNITIES

- B.2.1 The parties to this agreement affirm the principles of EEO and that the provisions of Section 77D of the State Sector Act 1988 shall apply to this agreement.
- B.2.2 The Employer shall in each year develop and publish an equal opportunities programme aimed at improving EEO outcomes and will publish an annual report measuring performance.

- B.2.3 The Employer will promote policies and practices to ensure EEO objectives are met in all employment processes, particularly those concerning staff appointments, promotion and career development.
- B.2.4 The Employer will provide opportunities for EEO training for all managers and interested staff and will monitor EEO in the processes listed above.

B.3 PERSONNEL POLICY PRINCIPLES

The provisions of Section 77A of the State Sector Act 1988 shall apply.

B.4 ACCESS TO AGREEMENT

This agreement shall be made readily accessible to all employees.

SECTION C: TERMS OF EMPLOYMENT NGĀ HERENGA MAHI

C.1 CATEGORIES OF EMPLOYEE

C.1.1 Academic Staff

All staff appointed by the University to undertake teaching, research and administration.

C.1.2 Clinical Educator

Staff appointed by the employer to a position with the title "Clinical Educator" or "Director of Clinical Educators" or any other similar titles as determined by the Employer who provide clinical education/teaching and whose duties may include supervision and/or evaluation of students, and/or contributing to research.

C.1.3 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 or other leave.

C.1.4 Full-time Staff

All staff working on a continuing basis and employed as a full-time member of staff.

C.1.5 Part-time Staff

All staff working on a continuing basis and employed as a part-time member of staff. Part-time staff receive the entitlements of this agreement on a pro-rata basis.

C.1.6 Lecturer (Teaching and Administration) Only

Staff undertaking teaching and administration duties but not research. They have expertise in a specific discipline-related area informed by recent developments in research/scholarship/creative work and/or their own professional practice. Duties include leading the design of course(s), and delivery of course content.

C.1.7 Senior Tutor

Staff undertaking teaching and administration duties but not research. Duties include delivery of course content, teaching assistance co-ordination and support, laboratory/tutorial administration and other administrative support for the School/Department.

C.2 TERMS OF EMPLOYMENT

- C.2.1 Staff 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 Pro-Vice-Chancellor as appropriate.
- The Vice-Chancellor is by statute the employer of all staff and has the ultimate authority over staff.
- C.2.3 Within this general framework, members of staff will undertake teaching, examining and research (Academic staff) or provide the necessary teaching assistance co-ordination, support and administration (senior tutors), as well as assisting generally in the work of the School/Department, as directed by the Head of School/Department. Staff will normally seek external funding for their research, carefully balancing the efforts of seeking funding while maintaining research activity.
- C.2.4 Staff may undertake a limited amount of professional work and public service outside the University provided such activities do not interfere with University duties. Staff wishing to undertake paid employment outside this guideline shall inform the Head of School/Department who will, if necessary, refer the request to the relevant Pro-Vice-Chancellor for approval.
- C.2.5 Staff shall have the right within the law to act as a critic and conscience of society.
- C.2.6 Salaries are paid within the scales contained in clause E.1. In the case of an overseas appointee, salary will be paid from an approved departure date for Christchurch.
- C.2.7 Fares and removal expenses to Christchurch, on a scale approved from time to time, will be allowed for an appointee, spouse or partner and dependent children from the appointee's place of residence at the time the offer of appointment is made.

C.3 TERMINATION OF EMPLOYMENT

- C.3.1 For employees other than fixed term staff, the appointment is subject to three months' notice in writing on either side, provided that such notice must not expire during a teaching semester. For fixed term employees notice will be deemed to have been given at the time the appointment is accepted. This shall not prevent the Employer from summarily dismissing an employee for misconduct.
- C.3.2 The Employer reserves the right to pay employees in lieu of notice.
- C.3.3 Should the position be resigned within three years from the date of appointment, a refund of fares and removal expenses will be required on a pro-rata basis.

C.4 CONSULTATION

- C.4.1 The TEU recognises that the Employer has the right to manage, organise and make final decisions on the operations and policies of the University.
- C.4.2 The Employer recognises that the TEU has 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.4.3 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.4.4 Equally, there is an obligation on the TEU 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.5 REDUNDANCY PROVISIONS

- C.5.1 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.5.2 The Employer shall advise the employee(s) affected and the relevant employee organisation and/or any other representative nominated by the employee not less than four months prior to the redundancy taking effect. The four-month period is inclusive of the ordinary period of notice required in this agreement.
- C.5.3 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.5.4 If pursuant to clause C.5.3, redeployment is considered appropriate, then:
- C.5.4.1 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.5.4.2 An equalisation allowance can be paid as either:
- a) A lump sum to make up for the loss of basic salary 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.5.5 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.5.9 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.5.5.1 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.5.5, then the severance payment will be reduced by a pro rata amount.
- C.5.5.2 The pro rata amount will be calculated by multiplying the lump sum payment determined under clause C.5.4.2 (a) by the number of whole calendar days between the date of termination and 730 days, and dividing by 730.
- C.5.6 If the employee is redeployed into a fixed-term position which ceases to exist and the employee is not redeployed to a further position, the employee will be paid a severance payment on the following basis:
 - C.5.6.1 Where employment ceases within one year, the full severance payment.
 - C.5.6.2 Where employment ceases after one year but within three years, 50% of the severance payment.
 - C.5.6.3 Where employment ceases after three years, no severance payment.

Service in the fixed-term position does not count towards calculation of the severance payment.
- C.5.7 If pursuant to clause C.5.3, 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.5.8 An employee who has been given notice of redundancy will, within the period of notice, be given reasonable time, on full salary, 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.5.9 An employee declared redundant by the Employer shall be entitled to a severance payment calculated as follows:
 - C.5.9.1 Six weeks' ordinary salary for the first year of service or part thereof; and
 - C.5.9.2 Two weeks' ordinary salary for the second and subsequent years or part thereof to a maximum payout of forty-four weeks.
- C.5.10 A severance payment shall not be payable to casual, temporary or fixed-term employees.
- C.5.11 Employee Protection**
 - C.5.11.1 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.5.11.2 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.5.11.3 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.

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- C.5.11.4 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.5.11.5 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.5.1 to C.5.10 hereof.
- C.5.11.6 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.5.1 to C.5.10 hereof will apply.

C.6 SUPERANNUATION

- C.6.1 Employees may belong to Unisaver New Zealand or any other approved scheme in accordance with the provisions of the particular fund or scheme provided that in the case of schemes other than Unisaver New Zealand the Employer contribution rate including tax does not exceed that of Unisaver New Zealand.
- C.6.2 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.6.3 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.7 STAFF DEVELOPMENT

C.7.1 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.7.2 Staff Development Programmes

- C.7.2.1 The Employer undertakes to provide staff development programmes in which the employee may participate.
- C.7.2.2 Each Employee and their Head/Manager will discuss 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.7.3 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.

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C.7.4 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.8 EMPLOYEE NOT TO BIND EMPLOYER

Except for delegated duties, the employee shall not at any time enter into any contract or agreement with any person, company or corporation that shall purport to bind the Employer in any manner whatsoever without written authority from the Employer. The Employer shall not be bound by any contract or agreement entered into without its written consent or delegation.

C.9 ACADEMIC WORKLOAD

Academic workload (such as teaching, supervision, research, administration and service) shall be allocated in an open, transparent and planned way.

C.10 ATTENDANCE

- C.10.1 The nature of academic work requires the regular presence of employees at the University. Academic staff are required to be in attendance at the University for all scheduled teaching, for scheduled meetings, examinations, and for student and research consultation. Employees must inform the Employer if they are going to be absent from the University campus for more than two consecutive working days and their normal contact details will not enable them to be contacted.
- C.10.2 When an employee is absent from work for a continuous period of five working days without the consent of the Employer, or without notification to the Employer, and the employee is not able to be contacted on their normal contact telephone numbers, the employee shall be deemed to have abandoned his/her employment. The University shall make all reasonable efforts to contact the employee during this period. Where an employee was unable through no fault of that employee to notify the Employer, employment shall not be deemed to have been abandoned.

C.11 ACADEMIC STAFF SABBATICALS

- C.11.1 Sabbatical is an opportunity to put aside School/Departmental teaching and administration responsibilities to concentrate on increasing an academic staff member's knowledge and expertise in areas which will benefit the individual, the Department/School and the University by developing and enhancing creativity, research, teaching, and scholarship.
- C.11.2 Between the time of appointment and becoming eligible to apply for Sabbatical, new staff members can be expected to experience a wide range of problems normally encountered while establishing themselves in a new environment, teaching new courses and shaping the direction of their research careers. This can sometimes result in a lack of tangible evidence of creativity and/or scholarship. In such cases the first period of Sabbatical can provide the opportunity to concentrate on this aspect of the new career and demonstrate genuine capacity for this side of academic life.
- C.11.3 After this first period of Sabbatical and subsequently, the University can reasonably expect that such efforts will be evidenced by a steady output of publications or other relevant material demonstrating this capability in its academic staff. In the absence of such evidence the University is entitled to conclude that further investments in Sabbatical are unlikely to stimulate genuine academic effort in these staff members.

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C.11.4 Sabbatical accrues as per clauses C.11.5 and C.11.8 towards an entitlement to apply. Sabbatical is approved by the Pro-Vice-Chancellor, after a recommendation from the College Academic Staffing Committee (or equivalent) to whom the staff member makes an application. The Sabbatical application including the timing of absences must have the endorsement of the Head of School/Department before its submission to the College Academic Staffing Committee (or equivalent). Approval will be based on the quality of the applicant's service, the academic merit of the sabbatical to the individual, and the Department/School/University, including its strategic goals, and the length of qualifying service.

Note: In assessing applications for Sabbatical, each of the criteria above will be considered. In relation to the quality of the applicant's service, the following criteria will be used, the first being the most important:

- a) Scholarship and research, as evidenced by the quality and number of publications and/or, where applicable, other creative achievement.
- b) Teaching contribution.

C.11.5 Sabbatical accrues at the rate of 61 days per annum from the initial date of appointment or the date from which any service has been credited on appointment or the date of return from the last period of Sabbatical. Sabbatical may be accrued to a maximum accumulation of 365 days at any one time. In exceptional cases where staff members with 365 days of accumulated Sabbatical are forced by circumstances beyond their control to defer the Sabbatical due to them, unused days in excess of 365 days may be carried over to the next period of Sabbatical. A special application for this must be made to the College Academic Staffing Committee, who may recommend to the Pro-Vice-Chancellor for approval. The maximum period of Sabbatical that can be taken at one time is 365 days even if days accrue beyond that limit because of exceptional circumstances.

C.11.6 In cases of 305 or less accrued days, Sabbatical will not normally be approved if it means that the applicant will do no significant teaching and/or other School/Departmental duties at the University of Canterbury for a whole year or more. Such an absence is permissible, subject to approval of the Head of School/Department and the College Academic Staffing Committee (or equivalent), only where there are 365 days accrued. Shorter periods sabbatical falling substantially or mostly within the teaching periods will not normally be granted unless there are compelling reasons.

C.11.7 The Pro-Vice-Chancellor, with advice from the College Academic Staffing Committee (or equivalent), will consider the impact of the Sabbatical period applied for on the teaching and administrative demands within semester time of the academic programme within which the staff member teaches. Any flexibility regarding the periods of Sabbatical taken and whether Sabbatical can be split to cater for the requirements of particular disciplines is at the discretion of the Pro-Vice-Chancellor. In cases of split periods of Sabbatical, clause C.11.11 will apply.

C.11.8 Sabbatical will accrue at the rate of 61 days per annum upon the conclusion of each full year of service up to a maximum of 365 days, as follows:

Years of Qualifying	Accrual of Sabbatical Service in Days
1	61
2	122
3	183
4	244
5	305
6	365

Note: In circumstances where there is a leftover balance of accumulated days following a period of Sabbatical the carry over balance will not be limited to blocks of 61 days but rather the actual days remaining up to a maximum of 365 days at any one time.

- C.11.9 A staff member shall normally not have Sabbatical approved unless at least six months separates the end of any previous Erskine Fellowship leave and the beginning of the Sabbatical.
- C.11.10 A staff member who has taken Sabbatical and fails to return to duty at the University or returns for less than three years shall refund an appropriate proportion of any funding approved in the original Sabbatical application. This shall not apply to staff made redundant.
- C.11.11 Accrual of Sabbatical will stop during an approved period of Sabbatical, and recommence when the staff member returns from Sabbatical.
- C.11.12 Accrual of Sabbatical will stop during an approved period of leave without pay, and recommence when the staff member returns from leave without pay.
- C.11.13 Periods of parental leave and extended sick leave do not impact on the accrual of Sabbatical.
- C.11.14 Annual leave accrues while a staff member is on Sabbatical. A pro-rated portion of annual leave must be taken during Sabbatical, with the relevant leave application completed by the staff member.
- C.11.15 Staff must submit reports detailing their academic achievements during the Sabbatical, with detailed reference back to the outputs in their Sabbatical application, to the relevant Pro-Vice Chancellor within three months of returning from Sabbatical.
- C.11.16 Staff members have the option to apply for University financial support for a Sabbatical either:
- C.11.16.1 by approval of the Pro-Vice-Chancellor (or delegate) on the strength of the budget submitted as part of the application and by reimbursement of actual approved costs on submission of receipts; or
- C.11.16.2 by a base grant of \$2,000 gross and a grant-in-aid towards overseas travel. Beyond the base grant, there is no grant-in-aid for travel within New Zealand. The grant in aid will be subject to PAYE and paid as follows:

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Period to be spent overseas	Amount of Grant-in-aid
Under one month	Nil
One month and under three	\$2,000
Three months and under four	\$3,000
Four months and under five	\$4,000
Five months and under six	\$5,000
Six months and under seven	\$6,000
Seven months and under eight	\$7,000
Eight months and under nine	\$8,000
Nine months plus	\$9,000

- C.11.17 Staff can also access other funds to support the reasonable costs of Sabbatical e.g. external consultancy funds and School/Departmental research funds. All external sources of income being used to fund Sabbatical must be included with the Sabbatical application and can only be used for this purpose with the prior approval of the funder.

SECTION D: HOURS OF WORK NGĀ HĀORA MAHI

D.1 HOURS OF WORK

- D.1.1 The hours of work for academic staff shall be such as are reasonably required to fulfil the duties of an academic staff member of the University and shall be worked at such time and on such days as the Employer may reasonably require. In determining the exact hours of work, consideration will be given to the needs of the employee and current practice. The 'reasonable' requirements for part-time employees will be based on the proportion of full-time duties for which they are paid.
- D.1.2 For Senior Tutors, Lecturers (Teaching and Administration only), and Clinical Educators, thirty-seven and a half hours shall constitute an ordinary full-time week's work to be worked between 7.00 am to 9.00 pm Monday to Friday and 8.00 am to 5.00 pm Saturday, normally worked on not more than five days except that by mutual agreement of the Employer and the individual employee, the hours may be varied within a 37½ hour week on not more than five days.

SECTION E: REMUNERATION NGĀ UTU

E.1 SALARY INCREASES

- E.1.1 The 2019 salary scales represent a 2.0% increase.
- E.1.2 The 2020 salary scales represent a 2.5% increase.
- E.1.3 The 2021 salary scales represent a 3.0% increase.
- E.1.4 The timing of the salary increases will be subject to clause H.9.6 of this agreement.
- E.1.5 Notwithstanding E.1.1 to E.1.3 above, from 2019 the Distinguished Professor salary will be maintained at a \$10,000 margin over the annually-adjusted Professor salary.

E.2 ACADEMIC STAFF SALARY SCALE

Position		Grade	Movement to Grade	2018	2019	2020	2021
Assistant Lecturer	Kaiāwhina Pūkenga	1.05	N/A	61,572	62,803	64,374	66,305
		1.06	Automatic	65,080	66,382	68,041	70,082
		1.07	Automatic	68,432	69,801	71,546	73,692
		1.08	Automatic	71,482	72,912	74,734	76,976
Lecturer	Pūkenga	2.01	Promotion	76,204	77,728	79,671	82,061
		2.02	Automatic	79,710	81,304	83,337	85,837
		2.03	Automatic	83,064	84,725	86,843	89,449
		2.04	Automatic	86,265	87,990	90,190	92,896
		2.05	Automatic	89,465	91,254	93,536	96,342
		2.06	Automatic	92,819	94,675	97,042	99,954
Senior Lecturer	Pūkenga Matua	4.01	Promotion	97,697	99,651	102,142	105,206
		4.02	Automatic	101,047	103,068	105,645	108,814
		4.03	Automatic	104,402	106,490	109,152	112,427
		4.04	Automatic	107,451	109,600	112,340	115,710
		4.05	Automatic	110,804	113,020	115,846	119,321
Senior Lecturer Above the Bar	Pūkenga Matua	5.01	Promotion	115,681	117,995	120,944	124,573
		5.02	Automatic	119,035	121,416	124,451	128,185
		5.03	Automatic	122,385	124,833	127,954	131,792
Associate Professor	Ahorangi Tuarua	6.01	Promotion	127,112	129,654	132,896	136,882
		6.02	Automatic	130,464	133,073	136,400	140,492
		6.03	Progression	133,816	136,492	139,905	144,102
		6.04	Progression	137,018	139,758	143,252	147,550
Professor	Ahorangi	7.01	Promotion	145,628	148,541	152,254	156,822
		7.02	Progression	151,671	154,704	158,572	163,329
		7.03	Progression	158,681	161,855	165,901	170,878
		7.04	Progression	165,244	168,549	172,763	177,945
		7.05	Progression	171,612	175,044	179,420	184,803
		7.06	Progression	177,957	181,516	186,054	191,636
		7.07	Progression	183,092	186,754	191,423	197,165
Distinguished Professor	Ahurei	8	Promotion	188,342	196,754	201,423	207,165

"Automatic" progression within an academic grade (e.g. Lecturer) is based on time served and the accrual of experience. These single salary step-movements will generally occur on an annual basis. Confirmation of satisfactory performance may be required. An application for "Promotion" to a new grade may require support from referees and involve an independent advisor. Step "Progression" within a grade may occur on application.

E.2.1 PROMOTION

All staff shall be given the opportunity to be considered for promotion on an annual basis. This does not preclude an individual salary review in special circumstances.

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E.3 CRITERIA FOR PROMOTION (ACADEMIC STAFF)

E.3.1 Acceleration

- E.3.1.1 Applicants may apply for acceleration up the relevant scale by the award of a double salary increment.
- E.3.1.2 Double salary increments depend on exceptional achievement in the prescribed criteria; it is unusual for an applicant who is not at the top of a salary scale, or at a bar, to be promoted.

E.3.2 Promotion to Senior Lecturer

- E.3.2.1 Promotion to Senior Lecturer will depend primarily upon a high level of achievement in teaching and in scholarship, research and creative work. Exceptional performance in one of these areas may compensate for lesser, though still good, performance in the other.
- E.3.2.2 For promotion to Senior Lecturer an acceptable contribution to School/Department administration is expected, although contribution at a University level will also be considered. Professional service will also be considered.

E.3.3 Promotion to Senior Lecturer Above the Bar

- E.3.3.1 Promotion to Senior Lecturer above the bar recognises Senior Lecturers of special merit as evidenced by high achievement in teaching, and in scholarship, research and creative work. Exceptional performance in one of these areas may compensate for lesser, though still good, performance in the other.
- E.3.3.2 Senior Lecturers seeking promotion over the bar must demonstrate good contributions to University service. Professional service will also be considered.

E.3.4 Promotion to Associate Professor

- E.3.4.1 Promotion to Associate Professor will depend primarily on high achievement in scholarship, research and creative work.
- E.3.4.2 Applicants must demonstrate their effectiveness as teachers. Outstanding research achievement cannot compensate for poor teaching.
- E.3.4.3 Applicants must demonstrate good contributions to University and professional service.
- E.3.4.4 Applicants for promotion to Associate Professor must demonstrate academic leadership or the clear potential for academic leadership.

E.3.5 Associate Professor– Movement Within the Range

- E.3.5.1 Movement to the third or fourth step in the salary range will depend primarily on continued high achievement in scholarship, research and creative work.
- E.3.5.2 Applicants must continue to demonstrate effectiveness as teachers. Outstanding research achievement cannot compensate for poor teaching.
- E.3.5.3 Applicants must continue to demonstrate good contributions to University and professional service.
- E.3.5.4 Applicants must demonstrate development of their role as an academic leader in order to move up the scale.

E.3.6 Promotion to Professor

- E.3.6.1 Promotion to Professor is both a recognition of and an expectation of continued outstanding research and academic leadership. The main criterion for promotion is international distinction in scholarship as evidenced by published research or other original contributions of acknowledged excellence in the applicant's field.
- E.3.6.2 Strong academic leadership is required.
- E.3.6.3 Applicants must demonstrate effectiveness as teachers. Outstanding research achievement cannot compensate for poor teaching.
- E.3.6.4 Applicants must demonstrate a substantial contribution to University and professional service.
- E.3.6.5 There is an expectation that Professors will be prepared to act as head of School/Department if required.

E.3.7 Professor – Movement Within the Range

- E.3.7.1 Movement within the range of salaries will depend primarily on continued high achievement in scholarship, research and creative work.
- E.3.7.2 Applicants must continue to demonstrate effectiveness as teachers.
- E.3.7.3 Applicants must continue to demonstrate substantial contributions to University and professional service.
- E.3.7.4 Continued strong academic leadership is expected.

E.3.8 Promotion to Distinguished Professor

- E.3.8.1 Distinguished Professors will be UC staff that have international eminence in their subject discipline with outstanding contributions widely recognised as making a substantial intellectual leap forward with re-direction of scholarship across any, or all, of research, teaching and service.

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E.4 SENIOR TUTOR AND LECTURER (TEACHING AND ADMINISTRATION ONLY)
SALARY SCALE

Grade	Movement to Grade	2018	2019	2020	2021
1.01	N/A	56,847	57,984	59,434	61,217
1.02	Automatic	60,050	61,251	62,782	64,666
1.03	Automatic	63,096	64,358	65,967	67,946
2.01	Progression	67,213	68,557	70,271	72,379
2.02	Automatic	70,263	71,668	73,460	75,664
2.03	Automatic	73,463	74,932	76,806	79,110
2.04	Automatic	76,663	78,196	80,151	82,556
3.01	Progression	81,540	83,171	85,250	87,808
3.02	Automatic	84,740	86,435	88,596	91,254
3.03	Automatic	87,942	89,701	91,943	94,702
4.01	Progression	89,465	91,254	93,536	96,342
4.02	Progression	92,819	94,675	97,042	99,954
4.03	Progression	97,697	99,651	102,142	105,206
4.04	Progression	101,047	103,068	105,645	108,814

"Automatic" denotes that movement to this grade will occur, subject to satisfactory performance, without further assessment. Movement to a "Progression" grade will be based on a recommendation by the Head of Department/School to the PVC for consideration.

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E.5 CLINICAL EDUCATORS SALARY SCALE

2018			
	Minimum	Merit	Maximum
Clinical Educator	80,601	89,728	98,855
Director of Clinical Educators	91,266	102,667	114,065

2019			
	Minimum	Merit	Maximum
Clinical Educator	82,213	92,523	103,068
Director of Clinical Educators	93,091	105,720	116,346

2020			
	Minimum	Merit	Maximum
Clinical Educator	84,268	94,836	105,645
Director of Clinical Educators	95,419	108,363	119,255

2021			
	Minimum	Merit	Maximum
Clinical Educator	86,796	97,681	108,814
Director of Clinical Educators	98,281	111,614	122,833

- E.5.1 Progression to the merit point of the range shall be annually subject to satisfactory performance. Satisfactory performance will be assumed unless a report to the contrary is received from the Head of School/Department. If performance is deemed to be unsatisfactory, a programme will be put in place for rectification of the identified performance problem(s). The minimum salary movement below the merit point shall be \$2,000.
- E.5.2 Progression above the merit point shall be by sustained exceptional performance.

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SECTION F: ALLOWANCES NGĀ ĀHEINGA

F.1 TE REO ALLOWANCE

Where staff are called upon by the University 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 recognition in promotions policy, other financial recognition or in some other agreed manner.

SECTION G: HOLIDAYS AND LEAVE NGĀ TAMŌTANGA

G.1 PUBLIC HOLIDAYS

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.1.1

- a) Where any employee is rostered and works on the day a statutory holiday is legally observed (except Anzac Day or Waitangi Day when these fall on a Saturday or Sunday) he/she shall be paid at least an amount equivalent to T0.5 in addition to the ordinary rate of pay for all hours actually worked in accordance with the Holidays Act 2003. 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.
- b) Where any employee is not rostered to work but is required to work on the day a statutory holiday is legally observed (except Anzac Day or Waitangi Day when these fall on a Saturday or Sunday) he/she shall be paid at least an amount equivalent to T0.5 in addition to the ordinary rate of pay for all hours actually worked in accordance with the Holidays Act 2003. 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

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 LEAVE (GENERAL)

- G.3.1 Heads of Schools/Departments are responsible to the relevant Pro-Vice-Chancellor for the management of their School/Department. In order for Heads to be aware of the movements of staff members, it is necessary for them to be kept informed when staff plan to be away from the School/Department for extended periods.
- G.3.2 Continuing members of the academic staff may be granted leave in terms of the following provisions.
 - G.3.2.1 Leave on official business within New Zealand (eg conference leave) may be approved by the Head of School/Department. Any financial assistance provided is to be met from School/Departmental funds.

- G.3.2.2 Leave on official business outside New Zealand (eg overseas conference leave) outside the term dates specified in the University Calendar and for up to one month within the term dates may be approved by the Head of School/Department. Any financial assistance provided is to be met from School/Departmental funds.
- G.3.2.3 Leave on official business outside New Zealand during term time in excess of one month may be approved by the relevant Pro-Vice-Chancellor on the recommendation of the Head of School/Department.
- G.3.2.4 Other leave may be considered on an ad hoc basis and will be determined on the merits of each case.
- G.3.2.5 All applications for leave must be made in good time before the anticipated date of departure. Applications made after the leave has been taken are not normally accepted.
- G.3.2.6 For the purpose of calculating service-related leave entitlements, all previous permanent service with the Employer will be counted, except where a break in employment has been for six years or more.

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 in to be taken in accordance with the Holidays Act 2003 and amendments.
- G.4.3 Annual leave must be taken by agreement with the Head of School/Department.

G.5 SICK LEAVE

- G.5.1 Employees who are absent because of either sickness or accident should ensure that their Head of School/Department is informed promptly.
- G.5.2 Employees who are absent because of sickness or accident will continue in the first instance to be paid salary by the Employer, provided that 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 The situation, including the question of continued payment of salary, will be reviewed by the Employer in consultation with the employee after three months. The expectation is that such a review will occur earlier for Senior Tutors, Lecturers (Teaching and Administration Only) and Clinical Educators.
- G.5.4 Notwithstanding the above, during any period of sick leave, the University and the Employee will be active, constructive, responsive and communicative in maintaining a productive employment relationship. To this end, all Employees should engage constructively when asked by the University to provide information relevant and necessary for a safe return to work.

G.6 RETIREMENT LEAVE

- G.6.1 Employees who wish to retire are required to give three months' notice except for retirement for medical reasons.
- G.6.2 Members of staff who retire in terms of their conditions of employment shall be eligible to receive retiring 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.6.3 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.6.4 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.6.5 In determining the period of service, the Employer may deduct periods of leave without pay exceeding three months in total.
- G.6.6 Retirement leave commences from the day following the last day of duty. Where annual leave is due the retirement leave commences from the working day following expiry of such leave.
- G.6.7 See clause H.7 for savings related provisions.

G.7 GRANT IN LIEU OF RETIREMENT LEAVE

- G.7.1 All employees eligible for retirement leave may elect to receive, instead of any period of retirement leave to which they are entitled, a lump sum gratuity equivalent in value to that leave.
- G.7.2 On the death of an employee the Employer may approve a cash grant in lieu of retirement leave to the Employee's estate.

G.8 PARENTAL LEAVE

- G.8.1 Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Clauses G.8.3 and G.8.4 below are intended to reflect the provisions of the Parental Leave and Employment Protection Act 1987.
- G.8.2 When an Employee takes parental leave in accordance with the Parental Leave and Employment Protection Act 1987, a 9 week payment will be made by the University to continuing (permanent) employees who have been employed by the University for at least 12 months' continuous employment prior to the due date of the baby or the date they become the primary carer of the child under age six (6) on a permanent basis. If both parents or primary carers are employed by the Employer and are eligible,

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

G.8.3 Entitlement and Eligibility

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

- G.8.3.1 In respect of every child born to them or their partner.
- G.8.3.2 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.8.3.3 Leave up to 52 weeks (unpaid) will be granted to employees with at least one year's service. For those with less than one year's service, parental leave up to 26 weeks (unpaid) may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed in the University.
- G.8.3.4 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.8.3.5 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.8.3.6 In addition to parental leave:
 - a) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy such as antenatal classes, scans or midwife appointments.
 - b) An Employee who is the spouse or partner may take a continuous 14 day period on leave without pay as leave. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or date the Employee's spouse or partner becomes the primary carer and ending 21 days after the actual date of delivery or date the Employee's spouse or partner becomes the primary carer.
- G.8.3.7 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.8.4 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.8.4.1 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.8.4.2 When an employee goes on parental leave an Employer must as first preference:

G.8.4.2.1 Hold the employee's position open (Note - This includes filling it temporarily); but

G.8.4.2.2 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.8.5 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.8.6 Salary Rates

G.8.6.1 Any adjustments to salary rates that are backdated into the period covered will apply.

G.8.6.2 The practice of awarding increments when the employee's incremental date falls during absence on parental leave will be maintained.

G.8.7 Annual Leave Taken on Return from Parental Leave

G.8.7.1 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.8.7.2 Notwithstanding G.8.7.1 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.

G.9 BEREAVEMENT/TANGIHANGA LEAVE

- G.9.1 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. 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 (unveillings), kawemate (re-enactment of tangihanga), and maumaharatanga (memorial services).
- G.9.2 In granting time off, therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner taking into account:
- 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.9.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.9.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.
- G.9.5 This leave is inclusive of any entitlement to bereavement leave under the Holidays Act 2003.

G.10 MAORI 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.11 PROFESSIONAL DEVELOPMENT LEAVE FOR SENIOR TUTORS, LECTURERS (TEACHING AND ADMINISTRATION ONLY) AND CLINICAL EDUCATORS

Employees may be granted leave to enable them to complete qualifications, attend 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.

G.12 DOMESTIC VIOLENCE LEAVE

- G.12.1 In this clause, domestic violence has the same meaning as that term is defined in the Domestic Violence Act 1995. The Employer recognises that Employees sometimes are affected by domestic violence in their personal life that may affect their attendance, performance and/or safety at work. The employer is committed to supporting employees who are affected by domestic violence.
- G.12.2. The Employer may grant an Employee affected by domestic 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.12.3. 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 domestic violence support service or a lawyer. This documentation may be provided retrospectively. The Employer will maintain strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resource Staff.
- G.12.4. This leave is inclusive of any entitlement to domestic violence leave under the Holidays Act 2003 (which provides for up to 10 days of such leave each year).

G.13 OTHER LEAVE

- G.13.1 The Employer may grant an employee other leave with or without pay on such terms and conditions as the Employer may deem fit.
- G.13.2 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;
 - 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.

SECTION H: GENERAL PROVISIONS NGĀ WHAKARITENGA

H.1 HEALTH, SAFETY AND WELLBEING

- H.1.1 The University 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.

- 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.
 - 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 Protective Clothing

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. Laundering or dry cleaning of all protective clothing shall be the responsibility of the Employer and shall be carried out on a regular basis. An Employee suffering damage to clothing while wearing

protective clothing shall be financially reimbursed for the damage. 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.1.4 Eye Tests

H.1.4.1 Employees shall be entitled to an eyesight test at the Employer's expense immediately upon being assigned to VDU duties for at least 50 per cent of his/her normal working time. Further eyesight tests shall be available at not less than two-yearly intervals upon application to the Employer.

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

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 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.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.

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

H.4.1 Right of Access

Subject to the Employment Relations Act 2000, the secretary or other authorised officer of the TEU 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 enforcing this agreement, including access to wages, holiday and time records but not so as to interfere unreasonably with the Employer's business.

H.4.2 New Employees

- H.4.2.1 The Employer will allow new employees time to meet with a delegate or other authorised representative from the union in paid time.
- H.4.2.2 The Employer will inform the employee that if he/she joins the union, the employee will be covered by this agreement.

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 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:

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

If for some reason you do not wish to raise the problem with your Head of School/Department, or the problem has not been resolved at that level, you (or your representative) can refer it to Human Resources.

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 Ministry of Business, Innovation and Employment 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

- H.6.1 If the Employer considers an employee's conduct or performance of duties to be unsatisfactory, the University's Disciplinary procedures will apply.
- H.6.2 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.7 SAVINGS

- H.7.1 Continuing staff shall not have their previous entitlements as contained in previous collective agreements reduced by the coming into force of this document except where otherwise specifically provided for.
- H.7.2 Staff appointed prior to 1 January 2003 who retire in terms of their conditions of employment shall be eligible for retirement leave (see clause G.6.2 above) as follows:
Four weeks' leave after ten years' service, rising by two weeks for every year's service thereafter, with the maximum 52 weeks being reached at 34 years' service.

H.8 VARIATION OF AGREEMENT

- H.8.1 During the term of this 2015-2018 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.8.2 Clause H.8.1 will not be used to renegotiate annual salary increases or the term of this agreement.
- H.8.3 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.

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H.9 UNION RECOGNITION

- H.9.1 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.9.2 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.9, 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.9.3 The Employer will support paid participation of a Te Toi Ahurangi/Te Uēpu representative in branch and related activity of the union within and beyond the workplace. The TEU will advise the Employer (in particular, the Senior Management 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 Maori representative.
- H.9.4 The Employer will support paid participation of a nominated Pasifika representative in 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 Management 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.9.5 The Union parties confirm that in the event there are issues with the availability of Maori 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.9.6 Union Benefits

- H.9.6.1 Pursuant to Section 9(2) and 9(3) of the Employment Relations Act 2000, the benefits contained within this clause H.9.6 for union members are in recognition of the partnership between the union, their members and the employer in engaging constructively, agreeing a multi-year collective agreement, supporting the success of the university through working parties, committees, and ongoing discussions to improve quality and/or reducing costs.
- H.9.6.2 Union members will receive the salary scale increases on 1 January each year. Employees who are not members of the union will receive the 2019 pay increases on Monday 1 April 2019, the 2020 increase on Monday 30 March 2020, and the 2021 increase on Monday 29 March 2021. Nothing in this sub-clause shall have the effect of reducing any employee's pay.
- H.9.6.3 If they are otherwise able to access the services below, members of the TEU will receive:
- A \$15.00 discount for Doctor and Nurse appointment charges at the UC Health Centre.

- A \$100.00 discount on a standard UC staff 12 month membership at the UC Recreation Centre (not available if paying via a fortnightly payroll deduction). Pro rata for 3 month and 6 month memberships.
- 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.10 TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on 1 July 2018 and shall continue in force until 30 June 2021.

SCHEDULE OF SIGNATORIES

The following are parties to the University of Canterbury Academic Staff Collective Employment Agreement.

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



Human Resources Manager, Operations and Legal (Tim Turnbull)

This 14th day of December 2018

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



Deputy Secretary (Nanette Cormack)

This 20th day of December 2018