
ARA INSTITUTE OF CANTERBURY LIMITED
CLEANERS ALLIED STAFF COLLECTIVE AGREEMENT

Effective from: 1 July 2021
Expires: 31 December 2022



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1. The Agreement

- a) This is a Collective Employment Agreement made between the parties in terms of the Employment Relations Act 2000 and its amendments.
- b) Coverage Clause
This agreement shall cover all people employed by Ara Institute of Canterbury Ltd as cleaners at the Southern campuses who are members of the E tū. Discussions will be entered into between Ara Institute of Canterbury Ltd and E tū should an existing or new employee at these campuses of Ara Institute of Canterbury Ltd not covered above wish to join the union and be covered by the collective agreement.
- c) This Agreement shall supersede all previous Agreements, terms, conditions, understandings either verbal or written between the employer and the employee parties to this Agreement.

2. The Parties

This collective agreement pursuant to the Employment Relations Act, shall only be binding and be enforceable by the Chief Executive of Ara Institute of Canterbury Limited (the employer) and ETŪ INCORPORATED (the union).

3. Additional Parties

New Employees

- 3.1 All new employees employed after the date of signing of this agreement, whose work comes within the coverage clause, will be employed on terms and conditions in this agreement and any other terms which have been agreed prior to employment.
- 3.2 Where the new employee is not a member of the Union the employer will inform the employee that –
 - (a) This agreement exists and covers their work.
 - (b) They may join the union.
 - (c) How to contact the union.
 - (d) If the employee joins the union, the employee will be bound by this collective agreement.
- 3.3 The employer will give the employee a copy of this agreement and notify the union of the name of the employee.

4. Definitions

Consultation means:

- a) The employer shall discuss the matter with the other interested party
- b) The employer will give that party the opportunity to respond
- c) The employer will take the response into account before making a final decision.

"Service"

- shall mean current continuous service with Ara Institute of Canterbury Ltd.

"Continuous Service"

- for the purpose of the provisions for long service leave, service shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months.

"Institute"

- means Ara Institute of Canterbury Ltd.

"Full time Employee"

- means an employee who undertakes the duties of a position for the ordinary hours of work.

"Part time Employee"

- means an employee who undertakes the duties of a position of less than the ordinary hours of work.

"Temporary Employee"

- means an employee whose letter of appointment defines a fixed duration or episode of employment of twelve months or less.

5. Term of Agreement

This Agreement shall come into force on 1 July 2021 and shall continue in force until 31 December 2022.

6. Intention of the Parties

- a) During the term of this Agreement the employer shall act as a "good employer" in all dealings with the employees. For the purposes of this Agreement a "good employer" is an employer who treats employees fairly and properly in aspects of their employment.
- b) The parties recognise that they have a mutual interest in the efficient and cost effective operation of Ara Institute of Canterbury Ltd.

7. Individually Agreed Terms and Conditions

Each employee who is subject to this Agreement may agree conditions of employment which are additional to, or vary, the specific terms of this Agreement provided those terms are recorded in writing as an Individual Employment Agreement and are consistent with the provisions of applicable legislation. The resulting individual Agreement may be varied at any time by agreement between the employer and the affected individual employee.

8. Variations

Any of the provisions prescribed in this Agreement may be varied by agreement between the parties. Such agreement shall be in writing and signed by the parties.

9. Policy Decisions

The employee parties to this Agreement collectively and individually agree to be bound by the Regulations of Ara Institute of Canterbury Ltd as well as any other rules, regulations, policies, and procedures as may be current from time to time.

The employer may from time to time make reasonable policy decisions concerning employment issues, which are not specified in this Agreement. The employer reserves the right to vary at his/her discretion any such policy which is not expressly provided for in this Agreement. Each employee shall comply with any policy decision made by the employer.

The Employer undertakes to make Institute policies available in writing to all Employees.

10. Hours of Work

- a) Subject to Clause 10 (b) the ordinary hours worked shall not exceed 40 hours per week or 8 hours per day to be worked between agreed times on any five consecutive days per week Monday to Saturday inclusive between the hours of 4.30am and 10.00pm unless otherwise agreed by the individual employee and the employer at the time of employment or subsequently.
- b) All employees shall be allowed a meal break which shall be determined by the employer after discussion with the employee and shall take account of the work requirements of the employer and the preference of the employee. Such meal break shall be taken not more than five continuous hours after the commencement of work on any day and shall be not less than 30 minutes nor more than 60 minutes in duration.
- c) An interval of ten minutes shall be allowed each half day to every employee for the purpose of tea breaks without any deduction from pay at times specified by the employees controlling officer.
- d) The actual hours of work of each employee will be determined at the time of engagement in the case of new employees or will be confirmed in writing to employees engaged as at the commencement date of this Agreement. Such hours will be subject to future variation by the employer to meet the needs of the Institute.
- e) If the hours of work are required to be varied, the employer shall consult the employee(s) to make mutually acceptable arrangements wherever possible. Two weeks' notice shall be given of any change to the hours of work, except where the employee(s) agree to a lesser period of notice.
- f) An employee may request a change in hours and the employer will endeavour to accommodate any reasonable request having due regard to the operational requirements of the Institute.

11. Overtime

- a) Only overtime which has been formally authorised shall be recognised for the purpose of Clause 11(a), pre-arranged and authorised overtime, will be compensated by:
 - i) time in lieu granted on an hour for hour basis,
 - or ii) payment at time and a half.

The method of compensation for overtime will be at the discretion of the employer after consultation with the employee.

12. Wages

Effective from 01 July 2021 the base hourly rate will increase to \$22.10 per hour. This rate will apply to staff currently on either of the existing rates, who are members of the union.

Supervisors allowance of \$2.40 per hour is payable to the cleaning supervisor only.

This agreement is supported, by the employees, with a flexible approach to the coverage area of cleaning duties, such as kitchen/kitchenette cleaning and collection of cups around campus to be placed in dishwashers as appropriate, as may be reasonably required by the employer.

13. Performance Appraisal

Ara Institute of Canterbury Ltd has in place a system of employee engagement in their performance goals that relate to their job description, the aims of their team and linked to the strategic goals of Ara.

- a) The Employer shall review/appraise the performance of the Employee generally, or in respect of any particular matter, annually.
- b) Valuable conversations will be conducted in accordance with the appraisal policy.
- c) The Employee will assist the Employer to conduct the valuable conversation to the best of her or his ability and will provide all information reasonably necessary for the Employer to complete the valuable conversation review.

14. Higher Duties

The employer will grant an allowance to an employee performing full and total higher duties and/or increased responsibilities for a period of more than one week.

15. Reimbursement of Employment Related Expenses

- a) The Supervisor is to receive a top-up phone allowance for the use of a personal mobile phone for work purposes. This allowance is to be \$20/month to cover the cost of work-related texts and short duration calls. Should the Supervisor not wish to use a personal mobile phone for work purposes, an Ara Institute of Canterbury Ltd mobile phone will be provided and the top-up allowance be removed.
- b) Any expenses likely to be incurred by the employee must be authorised by the employer before being incurred. The employee will be reimbursed for all actual and reasonable expenses incurred in the course of normal duties that have been duly authorised.
- c) Expenses should be claimed in the financial year in which they were incurred.

16. Payment of Wages

- a) The employer agrees to pay the employees fortnightly by direct credit to his/her nominated New Zealand bank account for the money to be available no later than every second Wednesday, in line with the Institute pay periods unless otherwise agreed between the employer and the employee.
- b) When a pay day falls on a public or annual holiday, payment of salaries shall be made not later than the working day immediately preceding the holiday.
- c) A salary advice is to be provided to each employee at least once a year. An employee whose fortnightly pay is changed will also receive a salary advice.
- d) The employer shall be entitled to make a rateable deduction from the salary of any employee for time lost through sickness (other than provided for in Clause 24 of this Agreement) or default.
- e) The employer will make deductions from the employee's salary by agreement. No deduction shall be made unless authorised by the employee or by statute or Court order.

- f) Where the employee has taken leave in advance of it becoming due, and the employee leaves before the entitlement has accrued, the employer will deduct the leave in excess of entitlement from the employee's final pay.
- g) The employee acknowledges that when an overpayment of wages or any other entitlement occurs that a debt is owed to the employer. The employee therefore undertakes to enter into an agreed method of repayment of the overpayment within four weeks of being notified in writing of the overpayment. Should no agreement be forthcoming within the stipulated time the employer will be entitled to deduct the outstanding amount(s) from the next and subsequent payments owing to the employee at a rate that is determined to be fair to the employee by the employer.

17. Leave

- a) For the purpose of this Agreement the leave year will be 1 February to 31 January each year.

Holidays:

- b) The following holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments:
 - Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, ANZAC Day, Labour Day, the birthday of the reigning Sovereign, Waitangi Day, Anniversary Day (or the day observed in lieu of Anniversary Day)
- c) The following are additional recognised paid holidays:
 - Easter Tuesday and the day after Boxing Day.
- d) In the event of a whole holiday falling on a Saturday or Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the succeeding Tuesday.
- e) Statutory Holidays will be paid at the relevant daily pay.
- f) Where the Employee is required to work on a public holiday, and that day falls on a day that the Employee would ordinarily have worked, the Employee shall be entitled to an alternative holiday.
- g) The alternative holiday may be taken at a date mutually agreed between the Employer and the Employee. Where mutual agreement cannot be reached, the Employee may specify that date but first must take into account the Employer's view of the convenience of taking the alternative holiday at that time. If the alternative holiday is not taken within 12 months of the entitlement arising, the Employer and Employee may agree to exchange the Holiday for an agreed payment or the Employer may direct the Employee to take the holiday if agreement still cannot be reached (provided 14 days' notice is given).
- h) Where the Employee is required to work on a public holiday, Employees shall be paid not less than their relevant daily pay, plus half that rate again for the time actually worked on a public holiday.

18. Holidays falling during Leave or Time Off

- a) Leave on pay: where a whole 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 be debited against such leave.
- b) Leave without pay: an employee shall not be entitled to payment for a holiday 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. This applies to any leave without pay.

- c) Leave on reduced pay: an employee shall not be paid at ordinary time rate for a holiday falling during a period of reduced pay.

19. Annual Leave

- a) Every employee after 12 months service shall be entitled to four weeks paid leave per annum under the terms and conditions provided for in the Holidays Act 2003.
- b) Every employee, upon the completion of five years of continuous service with Ara Institute of Canterbury Ltd, shall be entitled to a further one week's annual leave.
- c) Employees will be required to take annual leave while the Institute is closed over the Christmas period and the remainder during the year at times agreed with their managers. In the absence of agreement, the Employer shall give the employee not less than two months' notice of the dates the holiday is to be taken.
- d) Employees may request to cash-up up to one week of their minimum entitlement to annual leave each year, as per current legislation.
- e) Recreation Leave:
The three non-statutory days between Christmas and New Year shall be observed as paid holidays. All employees covered by this agreement shall take these holidays during this period unless specifically required to work by the employer. If employees under this agreement are required to work they shall be entitled to transfer the day/s referred, to a future date as agreed with the employer.
- f) The entitlement under this Clause is inclusive of and not in addition to any entitlement under Statutory Acts.

20. Maternity & Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 apply to all employees.

- a) A maternity grant shall be payable to an employee who has had at least 12 months' service with the Institute by the expected date of delivery or the date of adoption, and who is entitled to maternity leave, on production of the certificate of birth of the child or on production of an approved adoption placement. A medical certificate confirming pregnancy, or confirmation from Social Welfare of suitability as adoptive parent, must be provided.
- b) The amount of the grant shall be calculated on the basis of six weeks' full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the employee was granted leave of absence.
The grant will be paid as follows:
 - i) Half (three weeks' salary) payable at time of birth (stillbirth, adoption).
 - ii) Balance (three weeks' salary) payable on completion of three months' employment following return to work, provided return to work is within twelve months of commencement of maternity leave.

21. Special Leave

The employer may grant special leave, with or without pay on such terms and conditions as the employer decides.

22. Long Service Leave

Employees employed prior to 31 October 1992 will be granted four weeks long service leave on completion of 20 years continuous service.

23. Sick Leave

- a) It is the intention of the employer that paid sick leave is available to employees in cases of genuine illness or injury.
- b) Employees must advise their manager as soon as is reasonably possible when an illness occurs.
- c) The employee shall be entitled to eight days sick leave per year and shall accumulate to a maximum of 120 days by carrying forward from one year to another any unused sick leave of up to 112 days.
- d) The employer may request details of any income insurance or other income support available to the employee; and sick leave entitlement may be less any such income support available to the employee.
- e) Sick leave may be taken where the Employee is sick or injured, or where the Employee is required to stay home to care for a dependent.
- f) The Employer may require a medical certificate as proof of sickness or injury where the sickness/injury is for a period of three (3) calendar days or more. The Employer shall also be entitled to require the Employee to provide proof of entitlement to sick leave within the three (3) consecutive calendar days, at the Employer's cost. The Employer will inform the Employee as early as possible that such proof is required and agree to meet any reasonable expenses in getting this proof.
- g) Sick Leave shall be paid at the Employee's relevant daily pay.

24. Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

The Employee is entitled to:

- a) Three (3) days paid Bereavement Leave on each occasion where they suffer bereavement through the death of a: Spouse, Parent, Child, Brother or Sister, Grandparent, Grandchild, Spouse's parent.
- b) One (1) days paid Bereavement Leave on each occasion where the Employer accepts the Employee has suffered a bereavement through the death of another person, taking into account relevant factors including: the closeness of the association, whether the employee has significant responsibility for arranging ceremonies relating to the death, or any cultural responsibilities of the employee in relation to the death.
- c) Bereavement Leave is paid at the Employee's relevant daily pay.
- d) If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of (a) above. This provision will not apply if the employee is on leave without pay.
- e) The entitlement under this Clause is inclusive of and not in addition to any entitlements under statutory Acts.

25. Compassionate Grant on Death of Employee

- a) In the event of the death of an employee while employed in a tenured position in the Institute, including employment during any probationary period, there shall, with the approval of the employer, be paid to a near relative of the employee, or to some person approved by the employer on behalf of a near relative of the employee, an amount calculated as follows:
- b) In the case of an employee with 10 years and under 20 years' service, a sum equal to one-twelfth of the annual salary computed at the total rate payable to the employee at the time of her/his death;
- c) In the case of an employee with 20 years' service or more, a sum equal to one-eighth of the annual salary computed at the total rate payable to the employee at the time of her/his death.
- d) For the purpose of this Clause, the term "near relative" means the spouse or partner of the deceased employee (where the deceased employee was the prime income earner of the household/family) or any dependent child or children of the deceased employee under the age of 18 years, or any other relative dependent upon the employee, and the term "service" means service as defined in Part 2 of this Agreement.

26. Family Violence

The Employer is committed to reducing barriers to maintaining stable paid employment for people affected by domestic violence and assisting any staff in finding pathways out of violence and rebuilding their lives.

The Domestic Violence-Victims Protection Act 2018 currently provides that an employee, affected by domestic violence, will be entitled 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 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. The Employer will maintain strict confidentiality over any such documents, where access will be limited to appropriate authorised staff.

27. Staff Training

Ara Institute of Canterbury Ltd recognises that professional development needs to be supported through staff training opportunities.

Allied staff may be granted up to a maximum of 10 working days per year for training purposes.

Subject to the availability of finance the CEO or authorised delegated manager may subsidise course costs. Where a staff member is directed to attend the course Ara Institute of Canterbury Ltd will meet all actual and reasonable costs.

Employees who are engaged as cleaners will endeavour to complete ITO training to the employer's satisfaction as soon as feasibly possible in their first year of employment.

Ara Institute of Canterbury Ltd course enrolment:

Where a staff member has approval to enrol on an Ara Institute of Canterbury Ltd course and requires to be released from duty to attend lectures the time allowed will be the equivalent of one paper per year and will be inclusive of the 10 days allowed above.

28. Leave Documentation

The employer may request appropriate documentation to support all leave requests and will advise the employee at the earliest possible time of this requirement.

29. Terms of Employment

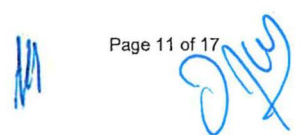
Trial and notice periods:

- a) At the discretion of the employer, every person who is first appointed, or re-appointed after a break of employment from the Institute may be required to undergo a probationary period of three months. The probationary period ends when the employee's position is confirmed or terminated in writing.
- b) The employer must in writing either:
 - i) confirm appointment, or
 - ii) extend probationary period for not greater than six months
 - iii) terminate the appointment

Any option taken must be with good reason and the discipline procedures stated under Clause 30 followed.

- c) Except as provided in (d) below, no part time or full time employee shall terminate their employment or have their employment terminated by an employer without at least one months' notice in writing unless some lesser period has been mutually agreed.
- d) For employees during probationary period and temporary employees two weeks' notice of termination of employment shall be given by either party.
- e) An employer may, before the expiration of any notice given under sub-clauses (c) and (d) of this Clause, pay to the employee concerned the salary he/she should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- f) Nothing in (c) or (d) above shall preclude an employer from summarily dismissing an employee for non-performance, serious misconduct, breach of Agreement, fraudulent activity or behaviour likely to bring the employee, Chief Executive, the Council or the Institute into disrepute. In every case an employee will be provided with written notice of the reason(s) for dismissal.
- g) The employer may terminate the employment of an employee covered by this Agreement by giving such written notice to the employee as the employer deems appropriate if as a result of repeated misconduct, incompetence, breach of Agreement, mental or physical illness the employee is rendered incapable of properly performing the duties of the employee under this Agreement.

Before taking any action to terminate employment on medical grounds, the employer shall be entitled to require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer, at the employer's cost. In assessing the employee's fitness for work, the employer shall take into account any report or recommendations made available to it as a result of that examination and any other relevant medical reports or recommendations which the employer might receive or which may be tendered to the employer by or on behalf of the employee, within a reasonable timeframe.



- h) Upon the termination or expiry of this Agreement the employee shall forthwith deliver to the employer any official information and any other property of the employer or the Institute which may be in the employee's possession or under the employee's control.

30. Discipline

- a) The employee must be advised in writing of the specific matter(s) causing concern and be given a reasonable opportunity to provide an explanation. Before making a final decision, the employer may need to make further enquiries in order to be satisfied as to the facts of the specific matter(s) causing concern.
- b) The employee must be advised of any corrective action required to amend their conduct and given a reasonable opportunity to do so.
- c) The process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on their personal file.
- d) The employee should be advised of the right to request representation at any stage.

31. Part time Employees

- a) Part time employees shall be paid pro rata the appropriate salary, based on the number of hours worked in relation to the ordinary hours specified in Clause 10 and shall receive pro rata entitlements of annual and sick leave benefits as specified in Clauses 24 and 25.
- b) Where a part time employee is requested, and agrees, to work additional time, payment is to be at ordinary rates until ordinary hours as defined in Clause 10 are exceeded.

32. Suspension

Where the employer forms the opinion that one or more of the grounds that would entitle the employer to exercise the powers of termination under Clause 29 may exist, the employer, by written notice to the employee, may suspend the employee from the performance of the duties under this Agreement upon full remuneration but otherwise for such period and upon such conditions as the employer thinks fit, for the purpose of determining whether the employer should exercise the powers under Clause 28.

33. Redundancy

- a) If the employee's position becomes surplus to the requirements of the employer, the redundancy provisions of this Agreement shall apply.
- b) In the event of redundancy, the employee shall be given one months' notice of the termination of this Agreement in accordance with the provisions of Clause 28(c). The employer may provide a lesser period of notice provided that the equivalent salary is paid to the employee for the balance of the one month period.
- c) An employee whose position has been made redundant shall be compensated for the loss of employment on the basis of six week's pay for the first completed year of service, two week's pay for each subsequent completed year of service and 0.33% of salary for each completed month of service for incomplete final year of service to a maximum of 26 weeks
- d) The employer will also provide support for the employee if his/her position becomes redundant, in the form of time off to attend interviews and the

provision of reasonable counselling services to assist with preparation for seeking a new position.

- e) In the event that an employee is offered another position with Ara Institute of Canterbury Ltd which is reasonably comparable in terms of duties and remuneration, the provisions of this Clause shall not apply.

34. Employee Protection Provisions

- a) Should Ara Institute of Canterbury Ltd or parts thereof be considered for transfer by contract or sale to another employer, Ara Institute of Canterbury Ltd will notify the Union in writing and will meet with the Union to discuss alternatives if requested, as far in advance as feasible prior to final decisions being made relating to the transfer.
- b) Employees will have a right to transfer to the new employer if:
 - i) they will no longer be required to do all or part of their work for their existing employer because of the restructuring; and
 - ii) the new employer will perform the same type of work, or work that is substantially similar.
- b) In the event of restructure affecting relevant employees, Ara Institute of Canterbury Ltd will:
 - i) notify all the employees whose work will be affected;
 - ii) give them relevant information about the restructuring; and
 - iii) tell them that they have a choice whether to transfer to the new employer, and the date by which they must make that choice.
- c) Employees will be able to choose whether to:
 - i) transfer to the new employer on their existing terms and conditions.
 - ii) investigate alternatives with Ara Institute of Canterbury Ltd such as redeployment within the existing business
 - iii) decide not to transfer to the new employer which may result in redundancy.

35. Personal Grievance

1. The procedures for the resolution of personal grievances and disputes shall be in accordance with Part 9 of the Employment Relations Act 2000.
2. Information on Procedures and Services available for the resolution of Employment Relationship Problems.

Definitions

- a) An "employment relationship problem" is defined in the Employment Relations Act 2000 and includes:
 - i) A personal grievance;
 - ii) A dispute;
 - iii) Any other problem related to or arising out of the employment relationshipbut does not include any problem with the fixing of new terms and conditions of employment.
- b) A "personal grievance" means any grievance that an employee may have against the employee's employer or former employer because of a claim that the employee:
 - i) has been unjustifiably dismissed; or
 - ii) has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the employer; or
 - iii) has been discriminated against in his/her employment; or

- iv) has been sexually harassed in his/her employment; or
- v) has been racially harassed in his/her employment; or
- vi) has been subjected to duress in relation to membership or non-membership of a union or employees organisation.

NOTE:

The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act 2000.

- c) A "dispute" is a dispute about the interpretation or application or operation of an employment contract or an employment agreement.

Raising Employment Relationship Problems

An employee with an employment relationship problem is advised to first consult with their union representative.

An employment relationship problem is raised with the employer when the employee makes the employer or a representative of the employer aware of the problem.

The preferred method is for the employee to first speak with his/her supervisor or manager. If for any reason the employee does not wish to raise the matter with the supervisor or manager, the employee should speak to another manager or someone else in authority so that the issue can be dealt with at an early stage.

If the employee prefers to raise the matter in writing, or if the issue that has been verbally raised in the manner noted in the paragraph above has not been resolved, the employee should write to the employer setting out the details of the problem, grievance or dispute, and specify the solution the employee seeks to resolve the matter.

Time Limit on Raising a Personal Grievance

An employee who believes that he/she has a personal grievance must raise it with the employer within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee.

Mediation

If the problem is not resolved, a party to the problem may seek the assistance of the Mediation Services provided by the Department of Labour. This may be done by contacting an office of the Department of Labour that deals with employment relation issues.

Employment Relations Authority

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority.

Employment Court

If a party is not satisfied with the determination of the Employment Relations Authority, the matter may be referred to the Employment Court.

36. Other Activities Outside Work

Without the prior approval of the employer, the employee shall not engage in any activity, paid or unpaid, which impinges or is likely to impinge upon the proper performance of the employee's responsibilities and duties under this Agreement. If

the employer forms the opinion that any activity engaged in or about to be engaged in by the employee is or is reasonably likely to impinge upon the proper performance of the employees responsibilities under this Agreement, the employer may direct the employee to cease or refrain from such activity and the employee shall act accordingly.

37. Confidentiality

Employees are to ensure that any official information relating to Ara Institute of Canterbury Ltd staff, students, or clients is not disclosed to any person or organisation outside of Ara Institute of Canterbury Ltd without the prior approval of the employer during the term of their employment or at any time thereafter.

38. Tea Provisions

The employer will be responsible for providing tea, coffee, milk and sugar each day for morning, midday, afternoon and evening tea breaks.

39. Protective Clothing

Where the employer considers it necessary, appropriate protective clothing will be provided, which will remain the property of the employer. Such clothing will be replaced on a reasonable wear and tear basis but not more than two dust coats per year.

Protective clothing will be laundered by the employee who will receive a laundry allowance in accordance with clause 12 of this agreement.

40. Safety Footwear

- a) An eligible employee is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.
- b) Where an eligible employee, with the employers' prior agreement to specification and costs, buys their own metal toe-capped safety footwear and produces a receipt to the employer they may be reimbursed the actual and reasonable cost up to an annual maximum amount as specified by the employer.
- c) An employee reimbursed for purchase of safety footwear under Clause 38(b) who ceases to be employed by the employer before completing 12 months' continuous service shall refund to the employer one-twelfth of the initial cost reimbursed for each incomplete month of the 12 month period.

41. Union Clauses

- a) Access
The Union's authorised representatives shall be entitled to access to the workplace as is consistent with legislation.
- b) Delegates
The employer shall give recognition to the delegates who are elected by the employees and endorsed by the union as their delegate(s) of that union.


The employer acknowledges the key role delegates play in the positive development of the industrial relationship. The delegate will be given access to facilities for the effective performance of their role.

- c) Union Meetings
 - i) An employer must allow every union member employed by the employer to attend union meetings of up to six hours on pay in total in each calendar year.
 - ii) The union must give the employer at least 14 days' notice of the date and time of any union meeting to which subsection 1 applies.
 - iii) Work must resume as soon as practicable after the meeting.
- d) Paid Education Leave
 - i) The employer will release all employees bound by this collective agreement on paid education leave.
 - ii) The allocation of paid education leave shall be based on section 74 of the Employment Relations Act 2000.
- e) Union Fee Deductions
 - i) The employer shall deduct union fees from the wages of members of the E tū Union who are bound by this agreement, each pay period. This also includes periods of time off work on paid leave.
 - ii) The employer shall remit all deducted fees to the Union not less than monthly on or by the 20th of the month following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.
 - iii) The employer shall simultaneously forward to the Union via email where possible, or by post, a schedule detailing the names and addresses of the employee/s, value of this deduction; the termination date of any employee who has left, and details of the period covered by the remittance.

This Agreement was signed by the parties as follows:

for and on behalf of
Ara Institute of Canterbury Limited.

Dated: 19/7/21


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for and on behalf of **ETÜ INCORPORATED**

Dated: 19/7/21


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