

Secondary and Area School

Groundstaff

Collective Agreement

31 August 2013 - 30 April 2015

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Part 1 – Application/Term

1.1 Parties to the Agreement

1.1.1 The parties to this agreement shall be the Amalgamated Workers Union New Zealand Southern Incorporated, the Northern Amalgamated Workers Union Inc, Central Amalgamated Workers Union Inc and the Secretary for Education acting under delegation from the State Services Commissioner made pursuant to s23 State Sector Act 1988 and acting in accordance with s74(5) of that Act.

1.2 Coverage

1.2.1 This agreement is binding on every board of trustees of a state or integrated Secondary, Area, or Form 1-7 school, or commissioner, as appropriate as defined in the Education Act 1989. It does not include the board of trustees of the Correspondence School.

1.2.2 This agreement is binding upon any groundstaff employee as defined under 3.1.1 below, employed by a Board or Commissioner of a state or integrated secondary or area school bound by 1.2.1 above, who is or becomes a member of any one of the three unions listed in 1.1.1 above, and notifies their employer of this.

1.3 Term of Agreement

1.3 The term of this Agreement is 31 August 2013 to 30 April 2015.

1.4 Variation to the Agreement

1.4.1 National – The parties agree that the terms and conditions in this agreement may be varied at any time by written agreement between each of the unions referred to in 1.1.1 above and the Secretary for Education, acting under delegation from the State Services Commissioner made pursuant to s23 of the State Sector Act.

1.4.2 School based variations –

- (a) Agreement may be reached between a board, an employee and a union representative to pay a single weekly remuneration rate, including an amount in lieu of allowances and other remuneration. The agreement will be in writing and signed by the employer, the employee and the union representative, clearly stating which elements are included (e.g. the specific allowance, overtime). This provision is intended to provide a mechanism to simplify the administration and operation of this agreement for schools and not to disadvantage the employee in terms of his/her broad entitlements.
- (b) A school board, its groundstaff and the union may agree to a broader variation to this agreement than envisaged under (a) above, however, any such variation shall be subject to the agreement of the Secretary for Education where it provides any lesser conditions than are provided in this agreement.

Part 2 – Transition to Collective Agreement

2.1 Statement

- 2.1.1 The Secondary and Area School Groundstaff Collective Agreement (2002-2003) Part 2 provided a process whereby an employee could choose to retain a previous set of entitlements entered into prior to that settlement; however at any time during the collective the employee could move to the remuneration provisions under that collective agreement.
- 2.1.2 Upon the coming into force of this agreement the employee may choose to retain those entitlements or move to the remuneration provisions under this collective agreement. This choice shall be notified to the employer as soon as possible.
- 2.1.3 An employee who chooses to retain their prior entitlements (which existed before the 2002–2003 settlement) may choose to move to the remuneration provision of this agreement at any time, subject to notification to the employer.

Part 3 – Remuneration

3.1 Definitions

- 3.1.1 **Groundstaff Employee** means an employee of an Area, Secondary, or Form 1-7 School who predominantly performs work associated with the care, maintenance and upkeep of school grounds, including sports fields, gardens and other outdoor facilities. The work may be performed at more than one school. A groundstaff employee shall not include a caretaker or cleaner as defined in the current School Caretakers' and Cleaners' (including Canteen Workers) Collective Employment Agreement or an administrative employee responsible for maintenance and property administration as described in the current Support Staff in Schools' Collective Agreement.
- 3.1.2 A **Senior Groundskeeper** is a groundstaff employee who is either:
- (i) in charge of one or more permanent groundstaff; or
 - (ii) a sole charge groundskeeper (see 3.1.3 below) who is appointed by the employer to be a Senior Groundskeeper as a result of either:
 - (a) being required and able to perform job-related maintenance work of a significant nature which he/she is legally able to undertake and which would normally be undertaken by a registered or qualified tradesperson; or
 - (b) being required and competent to perform duties to a high level of skill, expertise and responsibility.
- 3.1.3 A **Groundskeeper** is a sole charge groundstaff employee responsible for groundskeeping duties or an assistant groundskeeper so designated by the employer in recognition of his/her skills, performance and abilities.
- 3.1.4 An **Assistant Groundskeeper** is a groundstaff employee, working under a Senior Groundskeeper, who by reason of knowledge and experience, can be relied upon to carry out efficiently, various classes of groundskeeping duties requiring almost as much technical knowledge and skill as a groundskeeper.

3.1.5 A **Ground's Labourer** is a groundstaff employee whose duties do not require any considerable degree of judgement, responsibility, knowledge or experience. Progression shall be at the discretion of the Board and subject to a requirement for, and ability to perform, the role of an Assistant Groundskeeper.

3.1.6 It is not the intention of the parties that any employee should be assigned a lower grade as a result of the coming into force of this agreement.

3.2 Wages

3.2.1 Minimum weekly wage rates for full-time groundstaff are as follows:

	Grounds Labourer	Assistant Groundskeeper	Groundskeeper	Senior Groundskeeper
From 31/8/13	\$620.73	\$640.26	\$651.50	\$706.41
From 31/8/14	\$623.84	\$643.47	\$654.76	\$709.94

3.2.2 A part-time employee is engaged for less than 40 hours per week and shall be paid 1/40 of the appropriate full-time weekly rate for each ordinary hour of employment.

3.2.3 Any groundstaff employee directed to perform work for which a higher rate is prescribed shall be paid the higher rate for the period of such work. Nothing shall prevent an employer from authorising payment of a special duties allowance to an employee directed in special circumstances, to carry out duties other than those for which he/she was employed.

3.3 Service Allowance

3.3.1 Service allowance shall be paid at the appropriate rate specified below for all hours worked:

- At the completion of three years continuous employment in the State Education Service – 15 cents per hour
- At the completion of five years continuous employment in the State Education Service – 26 cents per hour.

3.4 Recognised Qualifications

3.4.1 A groundstaff employee holding a qualification listed under 3.4.4 below shall be paid at the appropriate group rate below, pro-rated for part-time employees.

- (a) Group One - \$9.62 per week
- (b) Group Two - \$14.43 per week
- (c) Group Three - \$19.24 per week.

3.4.2 Only one allowance shall be paid which shall be for the highest qualification held by the employee. Upon obtaining a higher recognised qualification the employee shall become eligible for the higher payment.

3.4.3 The list reflects qualifications deemed relevant to work in relation to school grounds. In general terms Group One reflects qualifications registered on the NZ Qualifications Framework at Levels 4-5 (with some recognition at Level 3) and those agreed to be of an equivalent level. Group Two reflects qualifications registered on the NZQF at Level 6 and Group Three at levels 7 and 8, including in both cases other relevant qualifications agreed to be of an equivalent level. In identifying and establishing the grade of qualifications the parties have been assisted by the NZ Horticulture and the NZ Sports Turf Industry Training Organisations.

3.4.4 (a) Group One qualifications:*

The National Certificate in Sports Turf (Introduction to Turf Care) (L3)
National Certificate in Sports Turf Management (L4)
National Certificate in Horticulture (L3 or L4)
Trade Certificate in Horticulture and Gardening (L4E)
Trade Certificate in Horticulture and Amenity Turf Management (L4E)
Trade Certificate in Golf Course Greenkeeping (L4E)
Diploma in Turf Culture (L4E)
NZ Superintendent's Certificate (NZ Golf Course Superintendent's Assc) (L4E)
Advanced Trade Certificate in Horticulture/Greenkeeping (L5E)

(b) Group Two qualifications:

National Diploma in Sports Turf Management (L6)
National Diploma in Horticulture (L6)
Diploma in Horticulture (Massey, Lincoln) (L6)
Certificate in Horticulture (Massey) (L6)

(c) Group Three qualifications:

National Diploma in Sports Turf Management (L7)
Diploma of Rural Studies (L7)
Bachelor or Master's Degree in Horticulture or Horticultural Sciences
Bachelor or Master's Degree in Science or Applied Science

*L = level on the NZQF

*E = assessed equivalent to the designed level on the NZQF

3.5 Other Allowances

3.5.1 A worker required to work six metres above the ground shall be paid \$1.74 for each day this occurs.

3.5.2 A groundstaff employee who is solely responsible for the complete operation, chlorination and maintenance of school swimming pools shall be paid an allowance of \$4.50 each day the pool is open either for official school use or, public use when the school is closed and the employee has agreed to undertake these additional duties.

3.5.3 An employee who holds a current first aid certificate and is a designated first aider at the school shall be paid an allowance of 35 cents per hour.

3.5.4 Where an employee completes nine and a half hours or more on any one day the board shall either provide a suitable meal or, in lieu thereof, pay a meal allowance of \$10.00.

- 3.5.5 Where an employee is required by the employer to use his/her own vehicle for school business he/she shall be paid 59 cents per kilometre and shall be responsible for arranging the appropriate insurance. Where the use of the vehicle on the employer's business necessitates altering the nature of the insurance, the employer shall refund any extra premium attributable to this usage.

Part 4 – Terms of Employment

4.1 Hours of Work

- 4.1.1 Except as provided elsewhere in this clause, ordinary hours of work shall not exceed 40 per week or 8 per day to be worked between 7.30am and 5.00pm Monday to Friday inclusive. However, an employee may be given one half day off during the week and work on Saturday morning as part of the ordinary 40 hour week.
- 4.1.2 Where, immediately prior to an employee becoming bound by this agreement, his/her contract or agreement allowed the employer to change the employee's regular hours of work once in any 12 month period after one month's written notice, this provision shall remain in force.
- 4.1.3 The hours set out in 4.1.1 above may be varied by written agreement between the employer and the union.
- 4.1.4 By agreement between the employer and the employee, he/she may work Monday to Friday inclusive up to two additional hours per day at ordinary pay, in substitution for any other ordinary day, or part thereof, provided adjustment is made in the same pay week.
- 4.1.5 No employee shall be continuously employed for more than five hours without an interval of at least half an hour for a meal.
- 4.1.6 An employee shall be granted a rest period of ten minutes in each period of four hours' work.
- 4.1.7 Tea, sugar and milk shall be supplied at all meal intervals and rest periods.

4.2 Overtime

- 4.2.1 Except as provided in 4.1.4, hours required to be worked in excess of 8 per day shall be paid at the rate of time and one half.
- 4.2.2 Except as provided in 4.1.1 in relation to Saturday morning work, hours worked on Saturday or Sunday shall be paid at the rate of time and one half. Such work shall attract a minimum payment as for two hours worked.

4.3 Payment of Wages

- 4.3.1 Wages shall be paid fortnightly by direct credit to the employee's nominated bank account. However, an individual employee may on religious or ethical grounds apply to the board of trustees to be paid by cheque.

4.4 Good Employer/Equal Employment Opportunities

- 4.4.1 Attention is drawn to Part VIIA of the State Sector Act 1988 which requires each Board to operate a personnel policy that complies with the principle of being a good employer. A 'good employer' operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment.

4.5 Safety and Protective Clothing

- 4.5.1 An employee required to work outside in wet weather shall be provided with a suitable raincoat and leggings or other suitable weather protective clothing such as a woollen jacket, which shall remain the property of the employer.
- 4.5.2 An employee required to work in water or muddy conditions shall be provided with gumboots which shall remain the property of the employer.
- 4.5.3 The employer shall provide one pair of steel toe capped safety boots on commencement of duties and provide a replacement pair on a fair wear and tear basis provided this is not less than 12 months after the previous replacement. An employee whose employment terminates before the completion of 12 months following the supply of boots shall either return the boots or refund to the employer one-twelfth of the cost for each month not served.
- 4.5.4 An employee operating or working near noisy motorised equipment shall be provided with effective ear protectors.
- 4.5.5 Gloves shall be provided to an employee working amongst trees and shrubs of a prickly nature.
- 4.5.6 The provisions of the Health and Safety in Employment Act 1992 and subsequent amendments will apply.

4.6 Discipline and Dismissal

- 4.6.1 The following principles are to be followed when dealing with disciplinary matters:
- (a) the employee must be advised of the right to request representation at any stage;
 - (b) 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 inquiries in order to be satisfied as to the facts of the specific matter(s) causing concern;
 - (c) the employee must be advised of any corrective action required to amend his/her conduct and given a reasonable opportunity to do so;
 - (d) if the offence is sufficiently serious an employee is to be placed on suspension with or without pay pending further inquiry under (b);
 - (e) the process and any disciplinary action are to be recorded, sighted and signed by the employee, and placed on his/her personal file;

- (f) the provisions in Part 7 explain the processes available under the Employment Relations Act 2000 to any employee aggrieved by any action of their employer taken under these provisions.

4.6.2 Nothing in 4.6.1 prevents instant dismissal without notice in the case of serious misconduct.

4.7 Termination of Employment

4.7.1 Unless otherwise agreed between the employer and the employee termination of employment shall be by one week's notice by either the employer or employee to the other or one week's wages shall be paid or forfeited as the case may be. This shall not prevent the summary termination of employment for misconduct.

4.7.2 Where an employee is absent from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer, the employee shall be deemed to have terminated their employment.

4.8 Redundancy

4.8.1 The following provisions including Appendices A and C shall not apply to any fixed term employee. The provisions in relation to staff affected by a merger of two or more schools are set out under Appendix C and any provisions in 4.8 will only apply where they are specifically provided for in that Appendix.

4.8.2 Except as specifically provided, neither part 4.8 nor Appendix C shall apply to a groundstaff employee employed under the provisions of the NZ Education Services Grounds Keeping Staff Award as at 30 April 1992 and who has continued to retain the redundancy provisions as set out in Appendix A of this agreement. Where such an employee is involved in a merger as per Appendix C, the entitlements as set out under Appendix A subclauses 8-11 shall apply superseding the entitlements under 4.8.11 below, but otherwise (including partial redundancy) Appendix C shall apply.

4.8.3 A redundancy situation may arise when the work undertaken by the employee ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:

- the reorganisation or review of work;
- a change in plant (or like cause) relevant to the individual employee's employment;
- change of status or closure of the school; or
- contracting out of the employee's work (see 4.9 below).

4.8.4 The employer shall, at least six weeks prior to issuing notice of termination, advise any affected employee(s) and their union, where an affected employee(s) is a member of the union, of the possibility of a redundancy situation within the school.

4.8.5 The period of notice is to allow time for discussion between the employer and the employee(s) of the reasons for the possible redundancy situation and to determine whether this surplus can be absorbed by attrition. The employer shall consider whether or not it is able to offer an alternative position within the school with terms and conditions that are no less favourable, which may also entail on the job retraining.

- 4.8.6 If the required number of positions cannot be achieved through attrition (refer 4.8.5 above) and a redundancy situation still exists the employee(s) who is identified as redundant shall be given a minimum of one month's written notice of termination of employment.
- 4.8.7 During the notice of termination period both the employer and the employee shall make reasonable efforts to locate alternative employment for the employee. The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- 4.8.8 In the event that a reasonable offer of employment is made the employer's responsibilities under these provisions shall be fulfilled. A reasonable offer of employment shall constitute an offer of employment that:
- is in the same location, or in another state or integrated school within reasonable commuting distance providing that school is the employer; and
 - has comparable duties and responsibilities; and
 - has terms and conditions that are no less favourable
- 4.8.9 providing the employment being offered is available to be taken up by the employee prior to or at the conclusion of the notice of termination period. If the offer of employment referred to in 4.8.8 above is not a reasonable offer by reason that it is not available to be taken up by the employee before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee. Under these circumstances the offer shall be deemed to be reasonable.
- 4.8.10 In the event of a school closure, the employee may be made an offer of employment prior to the disestablishment of the position at another state or integrated school. This offer may be to a lower graded position to that previously held (as described under Appendix C 8.6) or to a position with reduced hours (as described under Appendix C 8.7) and may incorporate either the equalisation allowance or the partial redundancy provision as provided for in Appendix C. Where the employee accepts such an offer the employer of the closing school's responsibilities under 4.8.11 below shall be fulfilled. Where the employee does not accept such an offer, the provisions of 4.8.11 shall apply.
- 4.8.11 Except as provided in 4.8.10 above where a reasonable offer of employment is not made before the expiry of the notice of termination period the employee will be entitled to redundancy pay calculated as follows:
- (a) Six weeks pay for the first year of service and two weeks pay for each subsequent year or part thereof to a maximum of 30 weeks in total.
- Note 1** – this is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service, whichever is the greater.
- Note 2** – for the purposes of the redundancy calculation 'service' means the aggregate of the employee's employment with any state or integrated school, provided that no period of service that ended with the employee receiving a redundancy or severance payment shall be counted as service.

Note 3 – an employee with less than one years' service shall receive a pro-rata payment.

- (b) All holiday pay and wages owing.

A work reference or record of service shall be provided on the employee's request.

4.9 Employment Protection Provision

4.9.1 Except in the case of mergers where appendix C will apply, where work undertaken by an employee covered by this agreement will, or is likely to be undertaken by a new employer (including an employer other than as defined in 1.2.1) the existing employer will:

- (a) provide the new employer with details of the work currently performed by the employees concerned together with details of the terms and conditions of their employment; and
- (b) seek a proposal for the employment of the affected employees by the new employer, including the terms and conditions upon which those employees would be offered employment by the new employer; and
- (c) arrange to meet with the new employer for the purpose of negotiating on the proposal; and
- (d) notify a representative of the Amalgamated Workers' Union where any member may be affected; and
- (e) note that the notice provisions of the relevant surplus staffing provisions shall apply as described in 4.8 above.

4.9.2 The following shall be matters for negotiation with the new employer in relation to employees affected by the restructuring and again should be read in conjunction with 4.8 above:

- (a) the number and type of positions that may be offered by the new employer to employees affected by the restructuring;
- (b) the terms and conditions of employment to be offered to those employees (including whether the employees will transfer to the new employer on the same terms and conditions of employment);
- (c) the arrangements, if required, for the transfer of any accrued benefits and entitlements in relation to those employees;
- (d) the arrangements, if required, for when and how offers of employment are to be made to the affected employees and the mode of acceptance.

4.9.3 The process to be followed at the time of the restructuring to determine what entitlements, if any, are available for employees who do not transfer to the new employer are set out in 4.8 above. This clause as a whole shall be read in conjunction with those provisions.

Part 5 – Leave

5.1 Public Holidays

- 5.1.1 The Holidays Act 2003 and its subsequent amendments shall apply except where otherwise provided.
- 5.1.2 The following days shall be observed as public holidays and paid in accordance with the provisions set out below: New Years Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, Anniversary Day (as observed in the locality concerned), the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.
- 5.1.3 An employee shall also be entitled to a paid day off on Easter Tuesday (if it is an otherwise working day for that employee) and the day will be treated as if it were a public holiday.
- 5.1.4 If the employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.
- 5.1.5 An employee who is required to work on a public holiday shall be paid at the rate of time and a half of their relevant daily pay for all time worked and shall be entitled to a paid day in lieu to be taken at a subsequent mutually agreed date.
- 5.1.6 Should any of the public holidays mentioned in 5.1.1 above (except Waitangi Day or ANZAC Day) fall on a Saturday or a Sunday, such holiday shall be observed on the following Monday or Tuesday as provided for under Section 45 of the Holidays Act 2003.

5.2 Annual Leave

- 5.2.1 All employees are entitled, based on their current continuous service in the state or integrated education service and the commencement dates contained in the clauses' titles, to the leave provisions contained in 5.2.3, 5.2.4 or 5.2.5. No employee shall be covered by more than one of these three clauses at any point in time.
- 5.2.2 For the purposes of annual leave, a 'week' of leave for an employee is based on his/her ordinary working week.
- 5.2.3 For all employees from 1 April 2007**
- (a) All employees shall be entitled to four weeks annual leave in addition to public holidays and additional paid holidays provided for in clause 5.1
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall, in that first year, pay to the employee, when they take leave at the end of the school year, an amount equal to 8 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made in advance by that employer.
- (c) Where an employee's employment terminates before the end of the school year annual leave shall be paid in accordance with the Holidays Act 2003.

5.2.4 From 1 January 2008 for all employees who have completed five years current continuous service in a state or integrated school

- (a) Upon completion of five years current continuous service in a state or integrated school, employees shall, for the sixth and subsequent years, be entitled from 1 January 2008 to accrue 4.6 weeks of annual leave in addition to public holidays and the additional paid holidays described in clause 5.1.
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall pay to the employee an amount equal to 9.2 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made by that employer.
- (c) Where an employee's employment is terminated before the end of the school year, annual leave shall be paid in accordance with the Holidays Act 2003, except that holiday pay shall be calculated on the basis of annual leave entitlements provided for in 5.2.4 (a) and (b).

5.2.5 From 1 January 2010 for all employees who have completed ten years current continuous service in a state or integrated school

- (a) Upon completion of ten years current continuous service in a state or integrated school, each employee bound by this collective agreement shall, for the eleventh and subsequent years, be entitled from 1 January 2010 to accrue five weeks annual leave. Employees entitled to five weeks annual leave under this clause, shall no longer be entitled to Easter Tuesday as an additional paid holiday (as outlined in clause 5.1.3). Notwithstanding clause 5.1.3, employees agree to take Easter Tuesday as paid annual leave.
- (b) Where the employee commences employment with an employer after the beginning of the school year the employer shall pay an amount equal to 10 percent of gross earnings for the period worked during that school year for that employer, less any annual leave payment made by that employer.
- (c) Where an employee's employment is terminated before the end of the school year annual leave shall be paid in accordance with the Holidays Act 2003, except that the holiday pay shall be calculated on the basis of annual leave entitlements provided for in clause 5.2.5 (a) and (b).

5.3 Special Holidays for Long Service

5.3.1 An employee shall be entitled to special holidays as follows:

- (a) one special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service within the state education service.
- (b) one special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service within the state education service.

(c) one special holiday of five weeks after the completion of 35 years continuous service within the state education service.

5.3.2 Should an employee have completed 25 years of continuous service within the state education service prior to the date of this agreement, he/she shall not be entitled to the special holiday provided for in 5.3.1(a) above. Should an employee have completed 35 years of continuous service within the state education service prior to the effective date of this agreement, he/she shall not be entitled to the special holiday provided for in 5.3.1(a) and (b) above.

5.3.3 All such special holidays provided for in 5.3.1 above shall be on ordinary weekly pay as defined by the Holidays Act 2003, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.

5.3.4 If an employee, having become entitled to a special holiday, leaves his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof.

5.3.5 The provisions of this clause shall not apply where an employer has in operation, or brings into operation, an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing.

5.4 Sick Leave

5.4.1 An employee is entitled to 7 days sick leave for each year of service, except that an employee working less than 5 days per week is entitled to only 5 days sick leave per year.

5.4.2 Sick leave under 5.4.1 is to be paid in respect of the actual working days but excluding any public holiday.

5.4.3 Unused sick leave shall be accumulated. It may not be anticipated except where the employer and employee agree.

5.4.4 An employee shall produce a medical certificate or other evidence of illness if required to do so by the employer for absences exceeding two days.

5.4.5 The employee must inform the employer of the intention to take sick leave as early as possible before they are due to start work, or, if not practical, as early as this is possible after that time.

5.5 Domestic Leave

5.5.1 Where an employee must stay home to attend to a member of the household who through illness becomes dependent on the employee, leave on full pay of up to 8 days in any one year may be granted as a charge against the employee's sick leave entitlement. This person will in most cases be the employee's child, parent or partner but may be another member of the employee's family or household.

5.5.2 Such leave is to be treated as though it were due to the employee's own sickness and set off against the employee's own total sick leave entitlement. Its application in relation to notice and evidence of illness shall be consistent with 5.4.4 and 5.4.5 above.

5.6 Bereavement Leave

- 5.6.1 An employee shall be granted bereavement/tangihanga leave on pay to allow a reasonable opportunity for the employee to discharge his or her obligations and/or to pay his or her respects to a deceased person with whom they have had a close association. The entitlement to this leave extends to the death of any member of the employee's family, or person who, because of particular cultural requirements on the employee, he or she is obliged to attend to as a part of a tangihanga or its equivalent.
- 5.6.2 In exercising its discretion to grant this leave, and in fixing the length of leave the employer must discharge its obligations in a culturally sensitive manner taking into account the following:
- (a) the closeness of the association between the employee and the deceased
 - (b) the responsibilities of the employee for any or all of the arrangements for the ceremonies resulting from the death
 - (c) the amount of time needed properly to discharge any responsibilities/or obligations by an employee
 - (d) reasonable travelling time, provided that the employer need not take into account total travelling time where an employee must attend a funeral overseas. However any decision regarding the length of bereavement leave will be no less than the minimum amounts set out by Section 70 of the Holidays Act 2003.
- Note:
- (i) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of the employee's spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent is three days paid leave.
 - (ii) The minimum entitlement prescribed in the Holidays Act 2003 for a bereavement on the death of any other person where obligations such as those in 5.6.1 exist is one day.
- 5.6.3 The employer's decision on this leave and the length of such leave will be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary. If paid leave is not appropriate then leave without pay shall be granted, but as a last resort.
- 5.6.4
- (a) Where an employee is absent on annual leave and a bereavement occurs the employer shall be notified and will determine the number of days of bereavement leave to be granted in accordance with 5.6.2 above. The days shall replace the annual leave.
 - (b) If bereavement leave is sought while an employee is absent on sick leave or any other leave with pay, the employer may agree to such leave being interrupted and bereavement leave being granted in its place.
 - (c) The above provision will not apply if the employee is on leave without pay.

- 5.6.5 Payment of bereavement leave will be an amount that is equivalent to the employee's relevant daily pay for each day of bereavement taken that would otherwise be a working day for the employee.

5.7 Parental Leave

Parental leave shall be allowed in accordance with the requirements and provisions of the Parental Leave and Employment Protection Act 1987.

5.8 Retiring Leave

An employee entitled to retirement leave as pursuant in Part 2 ("Transition to Collective Agreement") of the Secondary and Area Groundstaff Collective Agreement 2002-2003, will continue to maintain that entitlement, as set out in Appendix B.

5.9 Jury Service

Paid leave shall be granted to an employee required to perform jury service subject to the employee paying to the employer all his/her jury service remuneration.

Part 6 – Union Provisions

6.1 Meetings

- 6.1.1 The employer shall allow every member of a union party they employ to attend at least two union meetings (each of a maximum of two hours' duration) in each calendar year subject to being given 14 days notice of the date and time of the meeting.
- 6.1.2 The union shall make arrangements to ensure any necessary or emergency groundskeeping work is covered during any meeting, including where necessary, an arrangement for a union member or members to remain available during the meeting. Work shall resume as soon as practical after the meeting.
- 6.1.3 Where the union member attends a union meeting under 6.1.1 and at a time he/she would otherwise be working, he/she shall be paid up to two hours at ordinary pay.
- 6.1.4 The union must supply the employer with a list of members who attended the union meeting and the duration of the meeting.

6.2 Deduction of Fees

- 6.2.1 The employer shall deduct union fees from those employees who are bound by this agreement and who have given the employer written authority to make such a deduction. The employer shall remit such fees, together with a list of employees from whom deductions were made, to the appropriate union at mutually accepted intervals of not more than three months.

6.3 Access

A representative of a union party to this agreement shall be entitled to enter at all reasonable times upon the premises for purposes related to the employment of its members or for purposes related to the union's business or both. The representative shall enter at a reasonable time and in a reasonable way and comply with existing safety, health and security procedures and requirements apply in respect of the school.

6.4 Employment Relations Education Leave

Leave will be granted in accordance with Part 7 of the Employment Relations Act 2000.

Part 7 – Employment Relationship Problems

What is an employment relationship problem?

It is a problem between employee and employer. For example, it might be a personal grievance or a dispute about a provision in an employment agreement.

Resolving an employment relationship problem

The employee and employer should first make a reasonable effort to discuss the problem and settle it by mutual agreement. (If it's a personal grievance, it **must** first be raised with the employer and **within 90 days** - Personal Grievances are explained further below).

An employee (or employer) has the right to be represented at any stage.

When a problem arises, union members should contact their local union official for advice and representation.

Employers should contact NZSTA or other adviser/representative of choice.

Personal Grievances

A personal grievance is a particular type of employment relationship problem that normally must be raised with the employer within 90 days of the grievance arising.

An employee may have a personal grievance where:

- They have been dismissed without good reason, or the dismissal was not carried out properly
- They have been treated unfairly
- Their employment or a condition of their employment has been affected to their disadvantage by an unjustified action of their employer.
- They have experienced sexual or racial harassment, or have been discriminated against because of their involvement in a union or other employee organisation, or have suffered duress over membership or non-membership of a union or other employee organisation.
- They have been discriminated against in terms of the prohibited grounds of discrimination under the Human Rights Act 1993.

Note: The full meaning of the terms *personal grievance*, *discrimination*, *sexual harassment*, *racial harassment*, and *duress*, shall be the meaning given by sections 103 to 110 inclusive of the Employment Relations Act 2000 only.

As with other employment relationship problems, the parties should always try to resolve a personal grievance through discussion.

Either party can refer a personal grievance to the Employment Relations Service of the Ministry of Business, Innovation and Employment (MBIE) for mediation assistance, or to the Employment Relations Authority.

If the problem relates to a type of discrimination that can be the subject of a complaint to the Human Rights Commission under the Human Rights Act 1993, the person can either take a personal grievance, or complain to the Human Rights Commission, but not both. If in doubt, advice should be sought before deciding.

Services Available

To help resolve employment relationship problems, MBIE provides:

- ***An information service.***

This is free. It is available by contacting MBIE or by phoning toll free 0800 20 90 20. The Ministry of Business, Innovation and Employment, Employment Relations Service internet address is www.dol.govt.nz/er/ and can be contacted by e-mail at info@ers.dol.govt.nz.

- ***Mediation Service.***

The Mediation Service is a free and independent service available through MBIE .

This service helps to resolve employment relationship problems and generally to promote the smooth conduct of employment relationships.

Mediation is a mutual problem solving process, with the aim of reaching an agreement, assisted by an independent third party.

If the parties can't reach a settlement they can ask the mediator, in writing, to make a final and binding decision.

A settlement reached through mediation and signed by the mediator at the request of the parties is final, binding and enforceable. Neither party can then take the matter any further and, either party can be made to comply with the agreed settlement by court order.

If the problem is unresolved through mediation either party may apply to have the matter dealt with by the Employment Relations Authority.

- ***The Employment Relations Authority***

This Authority is an investigative body that operates in an informal way. It looks into the facts and makes a decision on the merits of the case and not on the legal technicalities.

Either an employer or an employee can refer an unresolved employment relationship problem to the Authority by filing the appropriate forms.

The Authority may call evidence, hold investigative meetings, or interview anyone involved. It can direct the parties to try mediation. If mediation is unsuitable or has not resolved the problem, the Authority will make a decision that is binding on all parties. Any party can contest the Authority's decision through the Employment Court.

SIGNATORIES

Hayden Saunders
Signed for Secretary for Education

Date

Signed for Amalgamated Workers Union
New Zealand Southern Inc

Date

Signed for Northern Amalgamated
Workers Union Inc

Date

Wayne McLaughlan
Signed for Central Amalgamated
Workers Union Inc

Date

Colin Davies
Witnessed by the NZSTA

Date

Appendix A – Grandparented Redundancy

- (1) Intention of clause – The employer recognises the serious consequences that the loss of permanent employment can have on individual employees and seeks to minimise those consequences by means of this clause.
- (2) Definition and application – Redundancy means a situation where an employee’s employment is terminated by the employer, the termination being attributable, wholly or mainly, to the fact that the position filled by the employee is, or will become superfluous to the needs of the employer.
An employee will be ineligible to receive redundancy compensation if:
 - (a) they are employed on a temporary basis (including casual and relief staff)
 - (b) they are offered a position of employment within the Education Service which is similar or equivalent to their existing position and has the same or no less favourable conditions of employment.
- (3) Union notification – The employer will advise the union of the impending redundancy situation prior to the issuing of notice to the employees concerned (wherever practical four weeks’ notice will be given). The union accepts the confidentiality of this information and will not divulge it until after the employer has notified the employee(s) concerned.
The advice to the union of impending redundancy will include:
 - (a) localities of the surplus staff;
 - (b) the number of surplus staff;
 - (c) the date by which the surplus need to be discharged;
 - (d) the positions, names and ages of the surplus staff.
- (4) Notice for employees of redundancy – All permanent employees to be made redundant shall be advised in writing by the employer stating the date of termination. Notice of termination should be a minimum of two weeks for employees. This is inclusive of the notice required under 4.7.1 of this agreement.
- (5) Redundancy compensation will be contingent on the employee remaining at work and performing normally their assigned duties until the expiry of the period of notice.
- (6) Except as provided for in paragraph 2(b) above, where any employee finds alternative employment during the notification period and they satisfy the employer that the new employer is unable to hold the position open until the expiry of the notice period, the employer will grant the early release (except where release would seriously impede continuing operations) during the notice period without affecting the employee’s right to redundancy pay. The employer will not be liable to make payment for any unexpired part of the notice period.
- (7) Payments are calculated on current gross weekly earnings on the last day of service or on average gross weekly earnings over the previous 12 months service, whichever is the greater.

- (8) Redundancy provisions – Payment to redundant employees shall be calculated on their Education Board and school board service only and in accordance with the following payment schedule.

Years	Core	Service	Total Weeks
Up to 1 year	6	-	6
From 1 - 1 ½ years	6	1	7
From 1 ½ - 2 years	6	2	8
From 2 – 2 ½ years	6	3	9
From 2 ½ - 3 years	6	4	10
From 3 – 3 ½ years	6	5	11
From 3 ½ - 4 years	6	6	12
From 4 – 4 ½ years	6	7	13
From 4 ½ - 5 years	6	8	14
From 5 – 5 ½ years	6	9	15
From 5 ½ - 6 years	6	10	16
From 6 – 6 ½ years	6	11	17
From 6 ½ - 7 years	6	12	18
From 7 – 7 ½ years	6	13	19
From 7 ½ - 8 years	6	14	20
From 8 – 8 ½ years	6	15	21
From 8 ½ - 9 years	6	16	22
From 9 – 9 ½ years	6	17	23
From 9 ½ - 10 years	6	18	24

and thereafter in accordance with the above scale up to a maximum of 20 years.

- (9) Annual and long service leave – Any unused entitlement to annual and long service leave may be separately cashed up.
- (10) Cessation and retirement leave – Cessation leave in accordance with the scales below will be paid, subject to the leave being reduced by the amount of paid anticipated retiring leave already taken. Service for cessation leave shall be calculated as follows:

Cessation leave

- (a) Cessation leave for employees under 60 years of age.

Qualification Required	Amount of Retiring Leave
Completion of 15 years' service	65 working days
Completion of 10 and under 15 years' service	44 working days
Completion of 5 and under 10 years' service	22 working days
Under 5 years' service	NIL

- (b) Cessation leave for employees over 60 years of age and with less than 20 years' service.

Qualification Required	Amount of Retiring Leave
Completion of 15 years' service	65 working days
Completion of 10 and under 15 years' service	44 working days
Completion of 5 and under 10 years' service	22 working days
Under 5 years' service	NIL

- (c) Cessation leave for employees over 60 years of age and with 20 years or more service.

Years	Months					
	0	2	4	6	8	10
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					

- (11) Sick leave – A redundant employee who has accumulated up to ten days' sick pay entitlement shall receive payment for such unused sick leave as accumulated in accordance with the provisions of clause 5.4 of this agreement
- (12) Dispute procedures – In the event of a dispute arising regarding this clause Part 7 of this agreement shall apply.
- (13) Time off to attend interviews – A redundant employee shall be given reasonable time off to attend interviews for alternative employment without loss of pay, provided the employer is notified prior to the interview.
- (14) References – The employer shall supply to all redundant employees a standard letter of reference or certificate of service, or if the employee requests a personalised reference or certificate of service which shall state the reason for loss of job as redundancy.

- (15) Counselling – In order to best ascertain and deal with the employee’s problems associated with the loss of permanent employment the employer will arrange individual counselling sessions with each redundant employee immediately following the announcement of the redundancy.

Appendix B – Grandparented Retiring Leave

- (1) Retiring leave may be granted to full-time employees on completion of 40 years service or on completion of ten or more years' service at age 60 years or over.
- (2) The entitlement will be according to the schedule specified in (3) below. Retiring leave may be taken as leave or may be taken as a lump sum grant on retirement.
- (3) Provided the eligibility criteria above are met, retiring leave will be granted on the following basis.

Years	Entitlement (in working days) with Service of Years and Months Specified					
	Months					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20-25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	110	110
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

The maximum entitlement is as for 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.

Appendix C – Staffing Merger

1 Purpose/Definitions

The purposes of these provisions are to:

- (a) Provide a staffing merger process that facilitates a fair and orderly transition;
- (b) Ensure an appropriate structure is in place to enable the merged school to function efficiently and effectively;
- (c) Ensure that as many employees as possible currently employed in a merging school are re-assigned or re-confirmed to positions in the merged school;
- (d) Ensure that employees of the merging schools who are not reconfirmed or reassigned to positions in the merged school have access to redundancy compensation in a fair and timely manner.

1.2 “Merging schools” includes the merging school(s) and the continuing school before the date of merger; and “merged school” is the continuing school from the date of merger.

1.3 “Employee” shall mean a permanent employee of one of the merging school who falls within the coverage clause of the collective agreement.

1.4 “Union” shall mean an Amalgamated Workers Union or any other such organisation they choose to represent them.

2 Employment Protection

2.1 Actual vacancies that arise at the schools involved in a merger or the merged school, from the earlier of the announcement of a staff review or Gazette notices shall be filled with temporary appointments. However, if operational needs require, the employer may determine, in consultation with the union, that any such position may be made permanent. This moratorium applies until the completion of the reconfirmation/reassignment process and notice period, except as provided elsewhere in this Appendix.

2.2 Throughout the staffing merger process the employer shall attempt to meet any reduction required by the use of attrition.

2.3 Throughout the staffing merger process no position (as defined under this agreement) at the merged school shall be externally advertised until the reconfirmation and reassignment processes described in clauses 7 and 8 below have been finalised

3 Needs Analysis

3.1 The needs analysis is the process that designs the staffing structure for the merged school. This process will be conducted by representatives of all the boards involved in the merger (the joint schools’ committee or merger committee).

3.2 This committee shall conduct a needs analysis in consultation with employees and the union.

3.3 The needs analysis shall

- Identify the future non-teaching staff structure and needs of the merged school; and
- Ensure that the required staff roles have been clearly defined in terms of occupational category and appropriate grade

3.4 As a result of the consultation process, a draft 'staffing plan' shall be developed and made available to each employee, and to the nominee(s) of the union, for further consultation.

3.5 No less than **ten** working days shall be made available for this consultation to occur before any further step is taken, unless otherwise agreed. (Note: the parties agree that it is desirable to have to the same number of days as the teachers in the affected school.)

3.6 If, as a result of consultation, there are alterations to this draft, the amended versions shall also be made available for a further three working days.

3.7 When the final staffing structure is announced, the employer shall invite all employees to express a preference (or preferences) in writing, for a position (or positions) at the merged school. Where this announcement identifies the possibility of a position or positions being disestablished any affected employee(s) shall be given one month's written notice of a possible surplus staffing situation within her/his occupational category in the school. This period of notice must be allowed before notice of termination, as described in subclause 9.1 of this Appendix, may be given.

3.8 Employees shall have at least one calendar week's notice of the closing date for expressions of interest in the position(s) at the merged school.

4 The Appointment Process

4.1 The boards involved in the merger may agree on a Joint Appointments Committee or use the committee referred to in 3.1 above (hereafter referred to as the Committee). The Committee should be responsible for managing the reconfirmation and reassignment process for all staff.

4.2 The principal of the merged school, once appointed, should be included on the Committee.

5 Voluntary Option

5.1 Following the publication of the final staffing structure, the employer board shall invite written expressions of interest in the option of voluntary redundancy. Subject to the employee completing the required period of notice (two months, or less by mutual agreement) an employee whose application for voluntary redundancy is accepted shall receive her/his full entitlement to redundancy pay as prescribed by subclause 4.8.11 (Redundancy) of the collective agreement (except as provided under 4.8.2).

5.2 An employee may continue to volunteer for this option without prejudice or withdraw from it at any point in the staffing merger process, providing the employer has not already accepted the application in writing. No letter of acceptance will be issued without the agreement of the Committee.

5.3 The employer shall not be bound to agree to any application for voluntary redundancy.

6 Appointment/Selection Process

6.1 For the purpose of the clauses below:

- (a) 'Reconfirmation' shall mean the process whereby employees are transferred to suitable positions at the re-organised school. A suitable position is one which has similar duties and/or for which the applicant is appropriately qualified and experienced or could become so with reasonable access to re-training. The new position shall have the same or a higher grading.
- (b) 'Reassignment' shall mean the process that applies to functionally-equivalent positions.
- (c) 'Functionally-equivalent' shall mean positions which are generally similar in role, duties and status and which require similar qualifications, training, skills and experience but may have different titles.
- (d) 'Merit' means the most suitable person and primarily includes assessment of qualifications, training, skills and experience.

7 Reconfirmation

7.1 The employer shall reconfirm (as defined in subclause 6.1(a) above) employees to suitable positions at the merged school.

7.2 An employee may be reconfirmed to her/his preferred position or, subject to her/his agreement, to a position for which s/he is appropriately qualified and experienced.

7.3 Where there are two or more employees eligible for re-confirmation to a single position, the employer shall reconfirm the most suitable candidate(s) based on merit

7.4 Where a permanent employee is reconfirmed, this must be into a position of at least the same hours. Provided that where an employee accepts redeployment to a position with reduced hours in a situation where a position with at least the same hours is not available, that employee will be entitled to a partial redundancy payment.

7.5 Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in subclause 4.8.11 (Redundancy) of this agreement to the total number of reduced ordinary hours per week as set under subclause 4.1 of the collective agreement. This total shall be paid as an allowance over the number of weeks of entitlement to a maximum of 30 weeks. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.

8 Re-assignment to Functionally Equivalent Positions

8.1 Following completion of the reconfirmation process, the employer may reassign an employee, who has not been reconfirmed in accordance with clause 7, to a suitable position at the merged school.

- 8.2** Subject to the provisions in this section, if an employee expresses a preference for a position that is functionally equivalent (as defined under subclause 6.1(c) above) to her/his current position, and s/he is the only suitably qualified and experienced employee for that position, s/he shall be reassigned to that position.
- 8.3** An employee may be reassigned to her/his preferred position or, subject to the agreement of the employee, to a position for which s/he is appropriately qualified and experienced.
- 8.4** Where there are more employees in positions that are functionally equivalent than there are such positions at the merged school, the employer shall seek internal applications for the position(s) from those employees and shall appoint the most suitable candidate(s) based upon merit.
- 8.5** An employee who is not appointed to a functionally equivalent position at the merged school may be reassigned to any vacant position for which s/he is suitable, or could become suitable with access to re-training, provided the terms and conditions are no less favourable and the duties and responsibilities are comparable.
- 8.6** An employee who accepts reassignment to a position assessed as being at a lower grade and/or offering a lower hourly rate/salary rate will be entitled to an equalisation allowance for a period of one year from the date on which the reassignment takes effect. The equalisation allowance will be calculated on the basis of the difference between the hourly rate paid to the employee prior to reassignment and that paid for the position to which s/he has been reassigned. Should the position be upgraded, or a higher graded position obtained during the 12 month period, the allowance would be reduced accordingly or removed.
- 8.7** An employee who accepts reassignment to a position with reduced hours will be entitled to a partial redundancy payment. Partial redundancy will be calculated on the basis of applying the redundancy pay formula described in subclause 4.8.11 (Redundancy) of this agreement to the total number of reduced ordinary hours per week (as set under subclause 4.1 of the collective agreement). This total shall be paid as a allowance over the number of weeks of entitlement to a maximum of 30. Should the employee's hours increase over this period the allowance will be reduced or removed accordingly.
- 8.8** An employee who does not wish to accept reassignment to a position with less favourable terms and/or conditions will be deemed to have had her/his position disestablished. The provisions of clause 9 below will apply to any such employee.

9 Notice and Disestablishment of Positions

- 9.1** Any employee who is not reconfirmed or reassigned as per clauses 7 or 8 above will be deemed to have had their position disestablished and will be given written notice of termination advising of the date that the notice will take effect. This notice period will be a minimum of one month.

- 9.2** If, during the full two-month notice period, a suitable permanent position arises at the merged school the employee may seek appointment to that position and, if s/he is suitably qualified and experienced, s/he shall be appointed to that position, subject to other internal applications.
- 9.3** During the notice period the employer will provide reasonable paid time for the employee to attend interviews.
- 9.4** Subclauses 4.8.7-4.8.9 (Redundancy) shall apply in relation to the notice period. These provisions emphasise the responsibilities in relation to securing alternative employment on the employer and employee. Where a reasonable offer of employment, as defined, is made, the employer has no further obligation in relation to redundancy payments. Scope exists to co-ordinate the notice period and availability of the new position.
- 9.5** If at the completion of the notice period alternative employment is not found in accordance with this section, or subclauses 4.8.7-4.8.9 (Redundancy) of this agreement, the employee will receive redundancy and a work reference or record of service in accordance with clauses 4.8.11 and 4.8.12 of this agreement.