



VICTORIA UNIVERSITY OF
WELLINGTON
TE HERENGA WAKA

VICTORIA UNIVERSITY OF WELLINGTON

**GENERAL STAFF
COLLECTIVE AGREEMENT**

Term: 1 July 2019 to 30 June 2021

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PARTIES

The Vice-Chancellor and Chief Executive of Victoria University of Wellington (“the employer”); and

The New Zealand Tertiary Education Union (“TEU”); and

New Zealand Public Service Association Incorporated (“PSA”).

COVERAGE:

This Agreement shall apply to and be binding on the parties to this Agreement, and those staff employed by the employer in the same or similar types of general staff work as that performed in the following areas: Administration and Clerical; Careers, Computing Services (including Programming and Analysis, Computing Support and Consultation); Continuing Education; Counselling; Liaison; Library; Nursing; Payroll Administrators; VUW Production Editing; Physical Recreation and Fitness; Psychology Services; Technical Support; Telephone Services; Mail Room; and that performed in the offices of the Deans and of the Assistant Vice Chancellors (Academic) and (Research) (“the employee”)

Exclusions

1. Members of the Senior Leadership Team;
2. Directors and other managers at Director level but with different titles who report directly to members of the Senior Leadership Team;
3. Members of Human Resources other than Payroll Administrators, File Clerk, Health and Safety Administrator, and Occupational Health Nurse;
4. Staff employed on a fixed term basis as student library assistants;
5. Staff employed on a casual basis;

SECTION A: GENERAL

A.1 CURRENT EMPLOYEES

Current employees who fall within the coverage clause of this Agreement and who join the TEU or PSA shall be covered by this collective agreement.

A.2 NEW EMPLOYEES

New employees who are appointed during the term of this Agreement, and who fall within the coverage clause of this Agreement, and who join the TEU or PSA shall be covered by this collective agreement.

A.3 EQUAL EMPLOYMENT OPPORTUNITIES

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

The employer affirms the principles of EEO and will promote policies and practices throughout the University to ensure EEO in all crucial employment processes within VUW, especially those concerning staff appointments, promotions, and career development. The employer will provide appropriate opportunities for training in EEO for all interested staff, and monitor EEO aspects of processes involving staff appointments, promotion and career development.

A.4 PERSONNEL POLICY PRINCIPLES

- A.4.1 The provisions of Section 77A of the State Sector Act 1988 shall apply.
- A.4.2 This Agreement provides for the minimum rates and conditions that are to be paid and provided to those covered by it.
- A.4.3 All employees agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the University.
- A.4.4 This Agreement shall be made readily accessible to all employees on the University's website.
- A.4.5 Workloads of general staff will be managed by the Staff Workload Policy

SECTION B: TERM OF THE AGREEMENT

- B.1** This Agreement shall be deemed to have come into force on the 1st day of July 2019 and shall continue in force until the 30th day of June 2021.

SECTION C: TERMS OF EMPLOYMENT

C.1 CATEGORIES OF EMPLOYEE

- | | |
|------------------|---|
| Full time Staff | All staff working on a continuing basis for the full hours defined in this Agreement. |
| Part-time Staff | All staff working less than the full hours on a continuing basis for the full year or throughout the university teaching year and whose work is ongoing. Entitlements under this Agreement are granted on a pro-rata basis. |
| Fixed Term Staff | All Staff engaged for a specified limited term. |

SECTION D: HOURS OF WORK

D.1 HOURS OF WORK

- D.1.1 Thirty-seven-and-a-half hours shall constitute an ordinary full time week's work to be worked on not more than five consecutive seven-and-a-half hour days of the week between 7.00 a.m. and 10.00 p.m. Monday to Friday, and 9.00 a.m. and 6.00 p.m. Saturday except for:
- (a) Staff employed before 1 September 1997 who shall continue to be worked between 8.00 a.m. and 10.00 p.m. Monday to Friday; and
 - (b) Fitness Officers, Assistant Fitness Officers and Recreation Centre Co-ordinators for whom thirty seven-and-a-half hours shall constitute an ordinary

full time weeks work to be worked on not more than five seven-and-a-half hour days of the week between 6.00 a.m. and 10.30 p.m. Monday to Friday, and 8.30 a.m. and 6.00 p.m. Saturday and Sunday.

- D.1.2 As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes.
- D.1.3 In addition, employees shall be granted a rest period of ten minutes in each period of four hours worked. Normally that rest period shall be allowed after not less than two hours work.
- D.1.4 All employees shall have regular hours, however these may be varied by mutual agreement between an individual employee and the employer and any such changes shall be recorded in writing.
- D.1.5 For the purpose of this clause, the employee's hourly rate of pay shall be the employee's annual salary divided by 1950.
- D.1.6 The employer will give genuine consideration to any request for flexible work by an employee, whether the request is made under Part 6AA of the Employment Relations Act 2000 or otherwise.

D.2 OVERTIME

- D.2.1 Overtime shall be paid in accordance with D.2.2 to all employees who are employed on a salary less than the overtime bar of \$63,191 per annum from 1 July 2019 and \$64,771 from 1 July 2020 and who, with the prior authorisation of the employer, work in excess of ten hours per day or 40 hours a week. The relevant salary shall be inclusive of any higher duties allowances.
- D.2.2 Employees who are employed on a salary less than the overtime bar shall be compensated for authorised overtime by one of the following options to be agreed between the employer and the employee when the overtime is authorised:
- a) Time off in lieu of one hour off for one hour worked; or
 - b) The payment of all overtime hours at time-and-a-half of the employee's hourly rate of pay; or
 - c) The payment of an allowance to be agreed between the employer and the employee where the employee is regularly required to work hours in excess of 40 hours per week.
- D.2.3 Employees who are employed on a salary less than the overtime bar who have accumulated 20 hours or more time off in lieu under D.2.2(a), may opt to be paid overtime thereafter.
- D.2.4 Employees who, with the prior authorisation of the employer, work in excess of ten hours per day or 40 hours a week and, who are above the overtime bar but who earn less than \$71,259 per annum, shall be granted time off on the basis of one hour off for each hour worked. Employees who earn \$71,260 and above per annum may be granted time off on the basis of one hour off for each hour worked at the discretion of the employer.
- D.2.5 All time off in lieu granted must be taken within 12 months of being earned.

D.2.6 For the purpose of this clause, the employee's hourly rate of pay shall be the employee's annual salary divided by 2080.

D.3 CALL BACKS

D.3.1 Where an employee is required by the employer to attend the University, after the employee has completed their ordinary hours of work (hereinafter referred to as a "call back"), the employee shall either be paid overtime or shall receive time off in lieu thereof.

D.3.2 For the purposes of D.3.1, any overtime paid to the employee or any time received in time off in lieu thereof shall be calculated as a minimum of two hours.

D.3.3 An employee who has accumulated 20 hours or more time off in lieu may opt to be paid overtime thereafter.

D.3.4 All time off in lieu must be taken within 12 months of being earned.

D.3.5 Where an employee is subsequently called back to the University after an earlier call back and the cumulative period of these call backs is less than or equal to two hours, then the employee shall only receive the minimum payment specified in D.3.2.

D.3.6 Where the employee receives a call back pursuant to this clause, and the employee uses his/her own vehicle, then a transport allowance shall be paid in accordance with clause F8. If the call back is scheduled, the employee shall only receive the transport allowance if there is no public transport available to the employee and the employee is required to use his/her own vehicle.

D.4 NIGHT RATES

D.4.1 Employees shall be paid TO.25 additional for ordinary hours worked outside the hours specified in Clause D.1.

D.5 SATURDAY/SUNDAY RATE

D.5.1 With the exception of Fitness Officers, Assistant Fitness Officers and Recreation Centre Co-ordinators, employees shall be paid TO.50 additional for ordinary hours of work between 6.00 p.m. Saturday and midnight on a Sunday.

SECTION E: REMUNERATION - SALARY SCALES

The provisions of E.1, E.2, E.3, E.4, E.5 and E.6 will only apply to employees who were employed under the terms of this collective agreement prior to 24 October 2016 and who choose to not be covered by the provisions of E.7.

An employee employed prior to 24 October 2016 and who elects to be covered by the provisions of E.7 will no longer be covered by the remuneration scales of E.1 – E.6. Once the employee makes this election to be covered by the provisions of E.7 then from that date the provisions of E.1 – E.6 will no longer apply to the employee. The employee has until 30 June 2021 to make this election.

E.1 SCALE 1

E.1.1 This class shall include positions which require the performance of work involving managerial, organising and advisory skills in the field of continuing education; work involving liaison with teaching staff and students in the performance of these duties in the case of continuing education; liaison with secondary schools and such other institutions and persons as may be required by the employer from time to time - in the case of Liaison Officers; the provision of counselling services to university students in the case of Counsellors and Psychologists; the provision of physical welfare advice and assistance in the case of Fitness Officers and Sports and Activities Officers:

E.1.2 Grade/Step

	Scale from 1.7.19	Scale from 1.7.20
Range 3	\$86,039with range to \$105,003	\$88,189with range to \$107,628
Range 2	\$75,971with range to \$94,898	\$77,870with range to \$97,270
Range 1	\$64,911with range to \$84,807	\$66,534with range to \$86,928

E.1.3 Appointment & Progression**E.1.3.1 LIAISON OFFICERS**

Manager – Liaison Office	Range 3
Liaison Officer	Range 2
International Centre Co-ordinator	Range 2
Admissions Co-ordinator	R.1

E.1.3.2 CONTINUING EDUCATION OFFICERS

Assistant Director	Within the range of rates Range 3
Senior Continuing Education Officer	Within the range of rates Range 2
Continuing Education Officer	Range 1

E.1.3.3 COUNSELLING AND PSYCHOLOGY SERVICES

Director of Counselling with responsibility for not fewer than six equivalent full time staff	Within the range of rates Range 3.
Senior Counsellor / Senior Psychologist	Within the range of rates Range 2.
Counsellor / Psychologist	Range 1

E.1.3.4 PHYSICAL RECREATION

Fitness Officer / Sports and Activities Officer	Range 1
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E.1.3.5 CAREERS

Head of Careers Advisory Service	Within the range of rates Range 3.
Careers Advisors	Range 1

E.2 SCALE 2

E.2.1 This class shall include positions, which require the performance of duties involving the provision to staff and students of computer services involving consultancy service, programming, systems analysis and development, systems administration, and hardware and software support (including desktop support).

E.2.2 The salaries payable to positions in this class are:

E.2.2.1 Grade/Step

	Scale from 1.7.19	Scale from 1.7.20
Range 4	\$110,528 with range to \$145,101	\$113,291 with range to \$148,729
Range 3	\$97,122 with range to \$110,528	\$99,550 with range to \$113,291
Range 2	\$85,330 with range to \$100,108	\$87,463 with range to \$102,610
Range 1	\$65,270 with range to \$85,330	\$66,902 with range to \$87,463
Grade 2	\$49,807/\$53,239/\$56,938/\$60,942/ \$65,270	\$51,052/\$54,569/\$58,361/\$62,466 \$66,902

E.2.3 Appointment and Progression

IT Managers and Specialists	Within the range of rates Range 2 or Range 3 or Range 4 on appointment. Range 2 to Range 3 or Range 3 to Range 4 on merit and job content.
Senior Consultant (including Desktop Support) Senior Systems Analysts/Senior Programmers/ Senior Systems Developers	Within the range of rates Range 1 or Range 2 on appointment. Range 1 to Range 2 on merit and job content
Systems Consultants (including Desktop Support) Programmers/ Analysts/ Developers/ Helpdesk Administrators	Grade 2 on appointment. Grade 2 to Range 1 on merit and job content.
Trainee Programmers/ Trainee Analysts/ Trainee Desktop Support/ Trainee Helpdesk Administrators	Grade 2

E.3 SCALE 3

E.3.1 Salaries are to be paid on the following scales for staff in the following occupational groups:

Administration and Clerical; Nursing; VUW Production Editor; Telephonists; Mail Persons, Tea Attendants, Career Information Officers; and Recreation Centre Co-ordinators.

E.3.2 Grade/Step

	Scale from 1.7.19	Scale from 1.7.20
Range 4	\$75,971/\$78,766 with range to \$94,898	\$77,870/\$80,735 with range to \$97,270
Range 3	,\$61,369/\$63,111 with range to \$75,555	\$62,903/\$64,689 with range to \$77,444
Range 2	\$45,015/\$46,795 with range to \$66,253	\$46,140/\$47,965 with range to \$67,909

E.3.3 Appointment and Progression

Each position shall be classified by the employer.
Range Classification is as follows:

Range 4 is the appointment grade for the Assistant Registrar and the Senior Operations Supervisor (Data Processing);

Range 3 is the appointment grade for Senior Administrative staff;

Range 2 is the appointment grade for Administrative staff; the Nurse; Senior Receptionist; and Recreation Centre Co-ordinators.

E.4 SCALE 4

E.4.1 Employees shall be paid in accordance with the following scales in the Technicians Occupational Group.

E.4.2 Grade/Step

	Scale from 1.7.19	Scale from 1.7.20
Range 2 Snr Technical Officer	\$65,838 with range to \$83,125	\$67,484 with range to \$85,204
Range 1 Technical Officer	\$61,128 with range to \$69,937	\$62,656 with range to \$71,685
Grade 3 Technician	\$54,518 / \$57,062 / \$59,008	\$55,881 / \$58,488 / \$60,483

E.5 SCALE 5

E.5.1 In the Librarians Occupational Group the salaries payable to positions are:

E.5.2 Grade/Step

		Scale from 1.7.19	Scale from 1.7.20
Head of a Large Group	Range 4	\$88,112 with range to \$102,979	\$90,315 with range to \$105,553
Head of a Small Group	Range 3	\$82,562 with range to \$96,504	\$84,626 with range to \$98,916
Associate Librarian	Range 2	\$74,416 with range to \$88,035	\$76,276 with range to \$90,236
Senior Librarian	Range 1	\$67,380 with range to \$79,591	\$69,065 with range to \$81,581
Assistant Librarian	Grade 3	\$46,662/\$48,279/\$50,042/ \$52,228/\$53,693/\$55,337/ \$57,687/\$60,445/\$62,645	\$47,829/\$49,485/\$51,293/ \$53,534/\$55,035/\$56,720/ \$59,129/\$61,956/\$64,211
Senior Library Assistant	Grade 2	\$46,662/\$48,279/\$50,042/ \$52,228	\$47,829/\$49,485/\$51,293/ \$53,534
Library Assistant	Grade 1	\$45,027	\$46,153

E.5.3 Appointment and Promotion

The minimum salaries payable to holders of relevant qualifications in the Librarians Occupational Group are set out below:

ASSISTANT LIBRARIAN POSITIONS

This is the normal appointment grade for positions requiring skills and responsibilities at a professional level.

It is not a merit grade for Senior Library assistants. A person appointed at this level would normally have a professional library qualification (e.g. Diploma in Librarianship).

SENIOR LIBRARY ASSISTANT

This is a merit grade for a Library assistant who has shown technical competence and who has generally obtained a Certificate of Library Studies or an equivalent qualification approved by the employer.

SENIOR LIBRARIAN

An assistant librarian may be promoted to senior librarian in recognition of:

- a) carrying senior responsibilities exercised under a Head of Department; or

- b) other special responsibilities, unusual distinction, the possession of special expertise or a combination of these, exercised over a period of time.

E.6 CRITERIA FOR PLACEMENT AND MOVEMENT IN SALARY SCALES FOR STAFF IN ALL GROUPS

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

Staff may elect in writing on an annual basis not to participate in any annual salary review such as the General Staff Salary Review Process.

- E.6.2 Movement Within Ranges Of Rates** and within grades where there is no automatic progression; the following criteria are to be applied:

- i) individual level of achievement, skills and value to organisation, including on-the-job experience;
- ii) recruitment and retention experience;
- iii) job content including scope and complexity.

- E.6.3 Placement In Ranges Of Rates** - On appointment employees to be placed in a point within the upper and lower salary levels of the grade taking into consideration:

- i) relevant work experience in previous or current employment
- ii) relevant educational or other qualification;
- iii) ease or difficulty of recruitment having regard to the specific skills and the level of skills required.

- E.6.4 Movement within grades (other than in ranges of rates)** -The steps shown within each grade are automatic annual increments but subject to satisfactory performance.

E.7 REMUNERATION OF PROFESSIONAL STAFF EMPLOYED AFTER 24 OCTOBER 2016

- E.7.1** The provisions of E.7 will apply to:

- a) General staff members covered by the collective agreement employed after 24 October 2016; and
- b) General staff members covered by the collective agreement employed prior to 24 October 2016 and who choose to be covered by the provisions of E.7. These employees have until 30 June 2021 to make this decision.

- E.7.2** Salary Bands

- a) The General Salary Bands 2 – 10 apply to all General Staff covered by Clause E.7,

Professional Salary Bands**Bands from 1.7.2019**

Band No	Bands
10	\$104,320 - \$140,302
9	\$87,280 - \$117,812
8	\$72,000 - \$103,125
7	\$62,480 - \$90,041
6	\$54,160 - \$78,372
5	\$46,335, \$47,781, \$49,275, \$50,818, \$52,412, \$54,060 with range to \$68,142
4	\$42,240, \$43,551, \$44,905, \$46,304, \$47,750, \$49,242 with range to \$55,063
3	\$42,395, \$43,711, \$45,070, \$46,475 with range to \$51,455
2	\$39,975, \$41,099, \$42,224, \$43,348 with range to \$46,720

Bands from 1.7.2020

Band No	Bands
10	\$106,928 - \$143,810
9	\$89,462 - \$120,758
8	\$73,800 - \$105,703
7	\$64,042 - \$92,292
6	\$55,514 - \$80,331
5	\$47,494, \$48,976, \$50,507, \$52,089, \$53,723, \$55,411 with range to \$69,846
4	\$43,296, \$44,640, \$46,028, \$47,462, \$48,943, \$50,473 with range to \$56,440
3	\$43,455, \$44,804, \$46,197, \$47,636 with range to \$52,741
2	\$40,974, \$42,127, \$43,279, \$44,432 with range to \$47,887

An indicative schedule dated 24 October 2016 which identifies job titles and roles that fall into relevant salary bands can be found on the staff intranet under Human Resources Employment Agreements.

E.7.3 PAYMENT OF SALARIES

Salaries will be paid fortnightly in arrears by direct credit to a New Zealand bank account of the employee's choice.

E.7.4 PROGRESSION WITHIN BANDS

- E.7.4.1 Progression within Bands 2 to 5 will initially be in accordance with annual steps as shown in clause 7.2, subject to satisfactory performance. Thereafter, progression to the top of each of these bands and within Bands 6 to 10 will be based on the criteria in E.6.2.
- E.7.4.2 Satisfactory performance is defined as performing at a level commensurate with the employee's Role Description, and satisfactorily meeting PDCP objectives that were agreed for that year.
- E.7.4.3 There is no progression from one salary band to another. Progression to a higher salary band will be either by appointment to a role in a higher band or where the outcome of a re-evaluation of the current role justifies the position moving to a higher salary band.

E.7.5 ANNUAL PERFORMANCE AND SALARY REVIEW PROCESSES

- E.7.5.1 All employees covered by this Employment Agreement are required to participate in the Performance Development and Career Planning ("PDCP") Process.
- E.7.5.2 A performance plan in accordance with the PDCP Process will be developed by the employee and the employee's manager. The employee's performance will be measured in accordance with this performance plan. There is a mutual obligation to ensure that the performance plan is put in place.
- E.7.5.3 The performance plan prioritises the important annual organisational and personal development objectives the employee needs to achieve, and the behaviours expected of the employee.
- E.7.5.4 All salaries will be reviewed annually in accordance with the General Staff Salary Review ("GSSR") Process.
- E.7.5.5 A salary review may be requested in special circumstances by an employee outside the annual GSSR Process. The employer retains the discretion to determine whether any such review will be carried out.

E.8 SUPERANNUATION

- E.8.1 University employees may belong to the New Zealand Universities superannuation scheme, in accordance with the provisions of that Scheme. Where an employee is a contributor to the Government Superannuation Fund the University will continue to make contributions to the Fund. Members of the Fund are bound by the provisions of that Fund.

E.9 RECOGNITION OF TIKANGA MAORI AND TE REO MAORI SKILLS

- E.9.1 The employer will take into account for remuneration purposes proficiency in Te Reo where the needs of the job demand such skills. Where employees are called upon by the employer to use Tikanga Maori and Te Reo Maori in circumstances outside their job requirements, and where such duties are above and beyond the normal requirements of the employee, the employer may



recognise such contributions either financially or otherwise and will ensure there is no excessive workload burden on the employee.

E.10 RECRUITMENT AND RETENTION ALLOWANCE

- E.10.1 The employer may award to individual members of the general staff a non-superable payment additional to the approved salary for reasons of recruitment and retention.

SECTION F: ALLOWANCES

F.1 HIGHER DUTIES ALLOWANCE

- F.1.1 The employer shall approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate shall be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position.
- F.1.2 The rate of the allowance will be calculated by taking the difference between the salary of the employee acting in the position and the salary that the employee would receive if appointed to the higher position. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities competently performed, bear to the whole of the higher duties and responsibilities.
- F.1.3 For employees on Ranges of Rates, HDA shall be calculated as 6 1/2 per cent of the salary of the individual acting in the higher position. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities competently performed, bear to the whole of the higher duties and responsibilities.
- F.1.4 The minimum qualifying period is 15 consecutive working days actually undertaking the higher duties and responsibilities and this criteria must be met on each occasion that the higher duties are performed.
- F.1.5 When an employee is promoted to a position that the employee has previously undertaken the full duties and responsibilities of and been paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

F.2 SPECIAL DUTIES ALLOWANCE

- F.2.1 Any employee required by the employer to undertake a period of special duties which meet the criterion of substantial increased duties and responsibilities shall be reimbursed by the employer at a higher level of remuneration commensurate with such increased duties and responsibilities to be agreed with the employee.

F.3 MEAL ALLOWANCE

- F.3.1 An employee with approval to work not less than two hours' overtime after a break of at least half an hour and who has had to buy a meal which they would

not otherwise have bought, shall be paid a meal allowance of \$16.55 from 1 July 2019 and \$16.96 from 1 July 2020.

F.4 MORNING, LUNCH, AND AFTERNOON TEA

F.4.1 All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

F.5 TRAVELLING EXPENSES FOR PERIODS OF LESS THAN 24 HOURS

F.5.1 (This clause shall not apply to staff in the Technicians Group undertaking field work.)

F.5.2 Where an employee leaves and returns to their headquarters on the same day the employer may approve payment of actual and reasonable expenses above the day-to-day work related expenses. The incidentals allowance is not payable nor are the travelling expenses in F.6 below payable.

F.5.3 Where the period is less than 24 hours but is overnight actual and reasonable expenses plus incidentals allowance are payable but not the travelling expenses in F.6 below.

F.6 TRAVELLING ON UNIVERSITY BUSINESS

F.6.1 The following expenses may be paid when travelling in New Zealand on university business for periods in excess of 24 hours:

F.6.1.1 ACCOMMODATION - Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of receipts.

F.6.1.2 MEALS - Refund of costs of meals is up to the following rates:

- a) For each 24 hour period: \$80.04 from 1 July 2019 and \$82.04 from 1 July 2020.
- b) for any additional period of less than 24 hours;
 - i) For periods of up to 10 hours: \$33.76 from 1 July 2019 and \$34.60 from 1 July 2020
 - ii) For periods over 10 hours: \$80.04 from 1 July 2019 and \$82.04 from 1 July 2020

F.6.1.3 EMPLOYEES STAYING PRIVATELY - Employees staying privately may claim up to the following rates for meals and accommodation:

- a) For each 24 hour period: \$86.87 from 1 July 2019 and \$89.04 from 1 July 2020;
- b) For any additional period of less than 24 hours: \$40.04 from 1 July 2019 and \$41.04 from 1 July 2020;
- c) Incidental allowance is also payable.

F.6.1.4 **INCIDENTAL ALLOWANCE**

An incidental allowance of \$10.05 from 1 July 2019 and \$10.30 from 1 July 2020 per 24 hour period or part is payable for incidental expenses not otherwise recoverable. The period of payment is calculated from the time of departure from the university or from the employee's residence whichever is the earliest to the time of return to the university or employee's residence whichever is the earlier. Incidental expenses incurred which exceed the amount of the allowance may be recovered on an actual and reasonable basis.

F.6.2 General staff travelling on University business overseas (e.g., conferences and seminars) shall be reimbursed on an actual and reasonable basis.

F.7 FIELD WORK

F.7.1 (This clause shall apply to staff in the Technicians Occupational Group only)

F.7.2 For the purpose of this Agreement field work shall mean:

- a) *A day field trip* - which does not necessitate the employee being away from their place of residence overnight;
- b) *A field trip* - which necessitates the employee being away from their place of residence for one night or more, up to 20 consecutive nights;
- c) *An expedition* - which necessitates the employee being away from their place of residence for more than 20 consecutive nights.

F.7.3 An employee has the right to object to undertaking field trips and expeditions as defined in sub-clauses (a), (b) and (c) of this clause on reasonable grounds. The employer undertakes to adequately consider an employee's reasonable objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.

F.7.4 An employee who undertakes field work of any kind covered by this clause shall be provided by the employer with equipment and special clothing deemed by the employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the employer. In lieu of the foregoing, an employee may be paid a sum agreed upon by the employer and the employee as partial reimbursement of the cost of provision by the employee of such equipment or special clothing, which shall remain the property of the employee.

F.7.5 It shall be the duty of the employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.

F.7.6 An employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.

F.7.7 An employee engaged on a day trip shall be entitled to time-off, in lieu of overtime, on the basis of one hour for each hour worked, for any hours worked in excess of 7.5 hours.

- F.7.8 An employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip which is not one of the employee's normal work days, to be taken at a time mutually convenient to the employee and the employer.
- F.7.9 An employee engaged on an expedition shall not be entitled to overtime.
- F.7.10 An employee who is engaged on a field trip shall be entitled to accommodation of a reasonable standard appropriate to the circumstances.
- F.7.11 An employee engaged on a field trip or an expedition shall be paid the incidentals allowance at the rate of \$10.05 from 1 July 2019 and \$10.30 from 1 July 2020 per day. Incidental expenses incurred, which exceed the amount of the allowance, may be recovered on an actual and reasonable basis.
- F.7.12 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.
- F.7.13 The full details of the policy and practice for field work is set out in the document "Victoria University of Wellington Safety Policy and Code of Practice for Field Work".

F.8 TRANSPORT ALLOWANCE

- F.8.1 A transport allowance at the rates specified below is payable to shift and rostered staff, subject to the following conditions:
- a) an allowance is payable only to employees who are required to travel more than two kilometres from their residence to the place in which they are employed.
 - b) an allowance is payable only to employees who are required to travel to and from work during the times when public transport which is available to staff working normal daily hours has not begun, or has ceased to operate.

F.8.2 Rates

F.8.2.1

Shortest distance between employee's home and place of employment (one way)	Allowance payable for each return trip	
	1.7.19	1.7.20
Up to and including 2 km	\$	\$
2 km - 4 km	1.82	1.87
4 km - 6 km	2.61	2.68
6 km - 8 km	3.54	3.63
8 km - 10 km	4.36	4.47
10 km - 12 km	5.27	5.40
12 km - 14 km	6.15	6.30
14 m - 16 km	6.99	7.16
16 km and over	7.45	7.64

F.8.3 GENERAL CONDITIONS

F.8.3.1 No allowance is payable when public transport would enable the employee to arrive at work within 30 minutes before the time they are required to commence duty and when public transport is safely available within 30 minutes after the time they cease duty or when free transport is provided by the University.

F.8.3.2 Where the allowance is approved, it is for a return trip although public transport may be available when the employee is required to commence duty but not when they cease; or vice versa.

F.8.3.3 Where staff qualify for transport assistance, the employer, to suit particular cases, may apply one of the following three options by mutual agreement:

- a) provide, at the employer's expense, a taxi for the particular employee;
- b) provide, at the employer's expense, suitable transport for a group living in the same area (shared taxi etc);
- c) pay a transport allowance.

F.9 TRANSPORT IN HOURS OF DARKNESS

F.9.1 Where an employee living less than two kilometres from university is required to travel to or from work during the hours of darkness and the employer considers the safety of the employee warrants use of a taxi, this may be authorised.

F.10 MOTOR VEHICLE EXPENSES

F.10.1 Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance in accordance with the rates specified by the employer.

F.11 APPOINTMENT EXPENSES

F.11.1 Where employees are appointed from another New Zealand University they shall be entitled to appointment expenses as laid down by the employer.

F.12 PROFESSIONAL FEES AND REGISTRATIONS

F.12.1 Professional fees and fees associated with membership of a professional organisation will be paid by the employer where it is agreed such fees are required in order to undertake the duties of the employee's position.

SECTION G: HOLIDAYS AND LEAVE

G.1 PUBLIC HOLIDAYS

G.1.1 The parties are bound by the Holidays Act 2003 and any amending or substituting Acts. That Act requires that:

- a) 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; and

- b) If the employee works on any part of a public holiday, the employer must pay the employee at least the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. If the public holiday falls on a day that would otherwise be a working day for the employee, the employee will also receive an alternative holiday. If the public holiday falls on a day that would **not** otherwise be a working day for the employee, the employee will receive, in addition to the entitlements under the Act, time off in lieu on the basis of one hour off for one hour worked.

G.1.2 An employee is required to obtain the prior approval of the employer to work on a public holiday.

G.1.3 An employee may be required to work on a public holiday. Before requiring any employee to so work on a public holiday the employer will first seek volunteers from suitably qualified employees to carry out the necessary duties. Only where there is no suitably qualified volunteer will the employer require an employee to work on a public holiday.

G.2 UNIVERSITY HOLIDAYS

G.2.1 The last working day before Christmas Day, three working days between Christmas and New Year, and Easter Tuesday are University holidays. Employees are entitled to University holidays only if they fall on days on which those employees would usually work.

G.2.2 Where any employee works on a University holiday and that day would otherwise be a normal working day, they shall be paid at the ordinary rate for all hours actually worked and receive one day off in lieu.

G.3 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

G.3.1 Leave on pay - where a Public or University holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during retiring leave after the employee has ceased work prior to leaving the university, unless the employee has worked at any time during the fortnight ending the day on which the holiday is observed.

G.3.2 Leave without pay - An employee shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

G.4 ANNUAL LEAVE ENTITLEMENT

G.4.1 Annual Leave of four weeks shall be allowed in accordance with the Holidays Act 2003.

G.4.2 TIMING OF LEAVE

G.4.2.1 The parties acknowledge the importance of adequate rest and recreation and the need for all employees to have appropriate periods of annual leave to achieve this.

The key principle is all employees are given the opportunity, and should aim to use their full annual leave entitlement each year.

Where required, employees will provide their manager with an annual leave plan and managers may, after consultation, direct an employee to use any unused annual leave entitlement in accordance with the Holidays Act.

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

G.4.2.2 With the written approval of the employer an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

G.5 EXTRA LEAVE FOR SHIFTWORKERS

In addition to the annual leave provided in clause G.4 of this contract, shift employees regularly and continuously employed on rotating shifts, shall be allowed one extra week's holiday upon completion of the year's service as a shift employee. Any employee who is regularly and continuously employed for over three months, but less than 12 months, on rotating shifts, shall be allowed a corresponding proportion of the extra week's holiday.

G.6 SICK LEAVE

G.6.1 The purpose of sick leave is to enable staff to continue to be paid when by reason of injury or illness, they are prevented from attending to their normal duties. It is to be administered fairly by management and utilised responsibly by staff.

G.6.1.2 These sick leave provisions apply equally where the employee is required to attend to their child, partner or family member who is a member of their household and who through illness or injury becomes dependent on the employee.

G.6.1.3 Employees are entitled to sick leave on pay on an "as and when required" basis.

G.6.1.4 In cases of long term or frequent short term absence, or where the employer considers that the employee's performance may be impaired by a possible medical condition, the employer may require an employee to undergo an examination by a registered medical practitioner. The employer reserves the right to require a specialist medical practitioner's examination and report in specific cases. Should the employee be found unfit to perform their full duties they may be placed on sick leave until cleared to return to full duties. The cost of the medical examinations will be met by the employer.

G.6.1.5 The employee should notify absence due to illness to their manager whenever possible within thirty minutes of normal starting time. A medical certificate will



G.6.1.6 Where an employee is in receipt of earnings related compensation (as defined in the Accident Compensation Act 2001) sick leave on pay shall be based on the difference between the compensation received and the normal salary of the employee.

G.6.1.7 Where:

- (a) long term absence due to illness or injury is involved; or
- (b) an employee has been employed for 6 months or more and has had frequent short term absence due to illness or injury which extends over a period in excess of 6 months; or
- (c) an employee has been employed for less than 6 months and has had frequent short term absence due to illness or injury;

and it seems unlikely that the employee concerned will be able to resume duties within a reasonable period, the employer may, after consultation with the appropriate HR staff and the employee and/or their representative, give consideration to a reduction in hours, the retirement of the employee concerned on medical grounds, or an extended period of leave on reduced pay or without pay. The employer will agree to the employee going on reduced hours if the employer in its discretion considers that its operational requirements may be met. Each case must be dealt with on its merits.

G.6.1.8 When sickness occurs during annual or long service leave, the employer will permit the period of sickness to be recorded as sick leave provided a medical certificate is produced.

G.6.2 Grandparenting

G.6.2.1 Current staff with entitlement to sick leave as at 1 August 1995 have the right to take sick leave up to that entitlement under the new provisions.

G.6.2.2 This entitlement will reduce progressively as sick leave is granted in terms of provisions introduced with effect from 1 August 1995.

G.7 RETIREMENT LEAVE

G.7.1 "Retirement" means retiring from the full-time or part-time permanent workforce with the intention of not re-entering the paid workforce except on a casual or short-term basis.

G.7.2 The provisions from G.7.5 to G.7.10 will not apply to;

- a) General staff covered by this collective agreement employed after 24 October 2016; and
- b) General staff members covered by this collective agreement employed prior to 24 October 2016 and who choose, prior to 30 June 2021, to be covered by the provisions of E.7.

G.7.3 General staff members covered by this collective agreement employed prior to 24 October 2016 and who choose, prior to 30 June 2021, to be covered by the provisions of E.7 will cease to accrue any further retirement leave from the date

they made this election. Such employees will however retain any retirement leave accrued as at the date of this election and will be entitled to receive this accrued retirement leave should they retire from the University and the permanent workforce.

- G.7.4 The provisions of G.7.5 – G.7.10 will apply to General staff members covered by this collective agreement employed prior to 24 October 2016 and who are covered by the provisions of E.1 – E.6.
- G.7.5 Provided they have completed ten or more years service with the University, retiring employees shall be entitled to retiring leave as set out in Tables A and B of this clause.
- G.7.6 Service for the purpose of retirement leave entitlement and calculation, means unbroken employment (except when service was broken to care for pre-school or school age children), full time or part-time (on a pro-rata basis) in the University, together with any other service which the employer may at its discretion have recognised. However, previous service in the State Sector does not qualify for retiring leave if the employee accepted voluntary severance.
- G.7.7 An employee returning to work at the University after a period of broken service due to childcare in order to record why service was broken must:
- a) produce a birth certificate for the child; and
 - b) sign a statutory declaration to the effect that absence has been due to the care of a pre-school or school age child, and paid employment has not been entered into for more than 15 hours per week, or other income received during that absence. Where paid employment has been entered into for more than 15 hours per week or other income earned is in excess of \$23,805 per annum, eligibility will be at the employer's discretion.
- G.7.8 Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long-service leave due.
- G.7.9 In determining the period of service, the employer may deduct periods of leave without pay exceeding 3 months in total.
- G.7.10 On the death of an employee the employer may approve a cash grant in lieu of Retiring Leave to the surviving partner or if there is no surviving partner to any dependent.

G.8 ENTITLEMENTS

Table A

G.8.1 Entitlement (in working days) with service of Years and Months specified

Months	0	2	4	6	8	10
Years						
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	65					

G.8.2 Table B

Months	0	2	4	6	8	10
Years						
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	124
39	125	126	126	127	128	129
40	131					

G.9 COMPUTATION OF RETIREMENT LEAVE

- G.9.1 Eligible employees are entitled to their retirement leave on full pay, or as an equivalent lump sum.
- G.9.2 Retirement leave commences from the working day following the last day of duty. Where annual leave or long service leave is due the retirement leave commences from the working day following expiry of such leave.

G.10 PARENTAL LEAVE

- G.10.1 Except where stated to the contrary, parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987 and any amending or substituting Acts ('the Parental Leave Act').
- G.10.2 The employer may at its discretion grant parental leave to employees who are not eligible for parental leave under the Parental Leave Act.

G.10.3 In this section, the use of the term 'adoption' includes formal adoption, whāngai, tama fai, and other situations where the employee or their partner is taking on permanent primary responsibility for the care, development, and upbringing of a child who is under the age of 6 years.

G.10.4 This agreement provides for the following types of parental leave:

Extended Parental Leave.

Where the employee meets the eligibility requirements in the Parental Leave Act extended parental leave of up to 52 weeks is available to an employee. This leave shall include the ten weeks University paid parental leave as provided for below.

If the employee is entitled to extended parental leave under the Parental Leave Act the maximum period of extended parental leave may be either taken by the employee exclusively or shared between the employee and their partner under the sharing provisions as described in the Parental Leave Act.

Government Parental Leave Payment

If an employee is the primary carer, they may be entitled to the Government parental leave payment if they meet the eligibility criteria under the Parental Leave Act. They may transfer some or all of their entitlement to their partner (if they meet the relevant criteria under the Parental Leave Act). The employee is responsible for applying for Government parental leave payments separately (in addition to applying for parental leave from the University.)

Special Leave

An employee who is pregnant may, before taking primary carer leave, take up to 10 days special leave without pay for reasons connected with the pregnancy.

Parental Partner Leave

An employee who is a parental partner may take a continuous unpaid 2 week period of parental partner leave. Leave may be taken any time during the six-week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

University Paid Parental leave

The employee is entitled to 10 weeks of their parental leave to be University paid parental leave if they qualify for parental leave in accordance with 1 or 2 above. However, if the term of the employee's employment agreement is for less than 12 months then the employee shall only be entitled to three weeks University paid parental leave (the employee must still qualify for parental leave in accordance with 1 or 2 above). University paid parental leave may be taken in up to four periods during the 12 months following the birth or adoption of a child/children. By mutual agreement, paid parental leave may be taken in a greater number of periods.

If both parents are currently employed by the University, a total of 10 weeks, (or 3 weeks where relevant), University paid parental leave shall be provided, which may be shared between them. University paid parental leave may be taken by any eligible employee following the birth or adoption of a child.

leave may be taken by any eligible employee following the birth or adoption of a child.

G.10.5 If the employee is entitled to a salary increment in the period of parental leave, then it will be awarded in accordance with this Agreement.

G.10.7 Job Protection

An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave. The employee may request to work reduced hours for a period and wherever practicable the employer will accommodate this.

In respect to this provision a similar position means a position:

- a) at the equivalent salary and grading; and
- b) on the same university campus; and
- c) involving responsibilities broadly comparable to those exercised in their previous position.

When an employee goes on parental leave the employer must, as first preference, hold the employee's position open (Note - This includes filling it temporarily); but if the employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority);

- i. The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- ii. If this is not possible the employer may approve one of the following options:
 - (a) a further period of leave (without pay) for up to 12 months until the employee's previous position or a similar position becomes available; or
 - (b) where the extended period of further leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice.

G.10.8 Redeployment

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

G.11 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

G.11.1 An employee who resigned from the University to care for an under school age child or children may apply to re-enter the University under preferential conditions provided that:

G.11.1.1 The absence does not exceed four years from the date of resignation or five years

from the date of cessation of duties to take up parental leave.

- G.11.1.2 The applicant must:
- produce a birth certificate for the under school age child;
 - sign a statutory declaration to the effect that absence has been due to the care of an under school age child and paid employment has not been entered into for more than 15 hours per week or other income received during that absence.
- G.11.1.3 Where paid employment has been entered into for substantially more than 15 hours per week or other income earned in excess of \$23,000 per annum eligibility will be at the employer's discretion.
- G.11.1.4 An applicant seeking to return to the University should give at least 3 months notice and renew that notice at least one month before the date s/he wishes to return to work or one month before the expiry of the period in clause 1, whichever is the earlier. This notice shall be forwarded to the employer who shall acknowledge receipt of it.
- G.11.1.5 Where an applicant meets the conditions in clauses 1-4 and, at the time of the application:
- has the necessary skills to fill competently a vacancy which is available in the University; and
 - the position is substantially the same in character and at the same or lower salary as the position previously held,
- then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- G.11.1.6 Absence will interrupt service but not break it, however, the period of absence will not count as service for the purposes of leave entitlements, other than long service and retirement leave.
- G.11.1.7 If an applicant is not appointed to any position within three months after the expiry of the period in 1 above, the benefits of these provisions will lapse.

G.12 LONG SERVICE LEAVE

G.12.1 In addition to holidays and annual holidays specified elsewhere in this Agreement, an employee covered by this collective agreement employed prior to 24 October 2016 and who is covered by the provisions of E.1 – E.6 of this collective agreement shall be entitled to a special holiday of:

- a) one week upon completion of 10 years' continuous service;
 - b) one week upon completion of 15 years' continuous service; and
 - c) two weeks upon completion of 20 years' continuous service.
- (Note: service is deemed to be continuous where it is broken to care for pre-school or school age children).

The employee may elect to "accrue" the special holidays but they must all be taken within 5 years from the date of the employee's 20th anniversary, or be forfeited.

- G.12.2 Employees covered by this collective agreement who are;
- a) Employed after 24 October 2016 will be entitled to one week of Long Service Leave for each completed period of 5 years continuous service. This long service leave must be taken in one block within two years of entitlement or it will be forfeited.
 - b) Employed prior to 24 October 2016 and who choose prior to 30 June 2021 to be covered by the provisions of E.7 will be entitled to one week of Long Service Leave for each completed period of 5 years continuous service from the date they make this election. This long service leave must be taken in one block within two years of entitlement or it will be forfeited.
- G.12.3 Employees covered by this collective agreement and who are employed prior to 24 October 2016 and who chose prior to 30 June 2021 to be covered by the provisions of E.7 will retain any long service leave they have already accrued as at the date they make this election, less any long service leave already taken.
- G.12.4 An employee returning to work at the University after a period of broken service due to childcare in order to record why service was broken must:
- a) produce a birth certificate for the child; and
 - b) sign a statutory declaration to the effect that absence has been due to the care of a pre-school or school age child, and paid employment has not been entered into for more than 15 hours per week, or other income received during that absence. Where paid employment has been entered into for more than 15 hours per week or other income earned is in excess of \$23,000 per annum, eligibility will be at the employer's discretion.
- G.12.5 Long service leave is a leave entitlement, not a basis for a lump sum payment.
- G.12.6 Entitlement to long service leave shall not affect any eligibility to retirement leave.
- G.13 JURY SERVICE LEAVE**
- G.13.1 An employee called on for jury service will be entitled to special leave with pay. The employee is to ensure that all fees payable by the court other than for service performed on a weekend or rostered day off are paid to the employer. The employee may retain any expenses payments.
- G.14 WITNESS LEAVE**
- G.14.1 Where an employee is called as a witness in a private capacity for a Criminal or Traffic case up to three days' paid leave may be granted. If fees and expenses are recovered by the employee from the party calling the witness then the employee shall repay the fees to the employer.
- G.15 LEAVE FOR MAORI LAND COURT AND WAITANGI TRIBUNAL HEARINGS**
- G.15.1 Where an employee is required as a witness, or in a specific role on behalf of their iwi, to attend the Maori Land Court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, then they shall be entitled to

paid leave up to 10 days per year. An application outlining the basis on which this leave is sought is required.

- G.15.2 In addition, an employee shall be granted special leave on pay to support the lodgement of a claim made by their iwi.

G.16 BEREAVEMENT/TANGIHANGA LEAVE

- G.16.1 An employee shall be granted special bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). This may include leave to attend memorial services including unveilings/hura kohatu and re-enactment of tangihanga/kawe mate.

- G.16.2 Subject to the Holidays Act 2003, in granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- G.16.2.1 The closeness of the association between the employee and the deceased, which association need not be a blood relationship;

- G.16.2.2 Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;

- G.16.2.3 The amount of time needed to discharge properly any responsibilities or obligations;

- G.16.2.4 Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;

- G.16.2.5 A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

- G.16.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

- G.16.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

G.17 STUDY LEAVE

- G.17.1 Employees may be granted study leave, and reasonable travel time, to enable them to complete qualifications and to attend courses and seminars which are considered by the employer to be relevant to their employment.

- G.17.2 Provisions for this and other forms of study leave are at the discretion of the employer.

- G.17.3 Where an employee is required by the employer to take a technical correspondence course at a tertiary institution, the employee shall be granted paid leave to attend a block course, provided that the employee makes known, and applies for, the leave requirement prior to enrolment in the course. Where a course of study requiring attendance at a block course is approved, the employer shall pay reasonable travel and other expenses.

G.18 TECHNICIANS STUDY LEAVE

- G.18.1 Subject to the approval of the employer, a full-time employee may be allowed leave on full pay up to a maximum of one day in a week for the purpose of attending a course of study at universities, a polytechnic or technical institution leading to the New Zealand Certificate in Science, the New Zealand Certificate in Engineering, or an equivalent qualification.

- G.18.2 The granting of leave each year shall be subject to the employee's satisfactory progress in the work and studies.

- G.18.3 An employee who has successfully completed a section of the course for which he/she has enrolled shall be reimbursed the cost of course tuition and examination fees on the production of result-slips and receipts. Other fees and the purchase of notes, books and instruments are the responsibility of the employee.

G.19 TUITION FEES

- G.19.1 The employer may meet the costs of tuition for any employee enrolled for a course of study in the university which is relevant to the employee's work and has been approved by the employer. The employer may approve attendance at courses in other cases without being required to pay tuition fees.

G.20 FAMILY VIOLENCE LEAVE

- G.20.1 In this clause, family violence has the same meaning as that term is defined in the Family Violence Act 2018. The Employer recognises that Employees sometimes experience family violence in their personal life that may affect their attendance, performance and/or safety at work. The Employer is committed to supporting Employees who experience family violence.

- G.20.2 The Employer will, on request, grant an Employee experiencing family violence up to 10 days paid leave each year on such terms and conditions as are appropriate. Examples of reasons for requesting such leave include the employee attending medical appointments, legal proceedings and counselling sessions.

- G.20.3 The Employer will, if requested, provide the Employer with relevant documents that support any claim for leave under this provision. Such documents may include a document issued by the Police, a Court, a doctor or other medical professional, a family violence support service or a lawyer. This documentation may be provided retrospectively. The Employer will maintain

strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resources staff.

G20.4 Leave and any other support specified under this provision is provided under the relevant provisions of the Employment Relations Act 2000, the Holidays Act 2003 and the Human Rights Act 1993 and is inclusive of the leave entitlements provided under that legislation and any other legislative provisions dealing with leave for family violence.

G.21 OTHER LEAVE

G.21.1 The employer may grant an employee Special Leave with or without pay on such terms and conditions as the employer may deem fit.

G.22 CREDITING OF PREVIOUS SERVICE

G.22.1 An employee's continuity of service shall not be deemed to be interrupted by a change of employment from one New Zealand university to another.

G.22.2 For the purposes of crediting service, recognition shall be given to relevant service within the New Zealand education sector or, in the case of employees in the librarians' occupational group, within the New Zealand library sector.

G.22.3 The University may give credit for other previous relevant service for the purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave). Decisions shall have regard to the relevance of the service. Any such service credited for calculating leave shall then be deemed to be service in terms of G.21.1.

G.22.4 The crediting outlined in G.21.1 and G.21.2 is subject to the following:

An employee is not entitled to be credited for previous relevant service where:

- a) the period which elapses between any change of employment is longer than one calendar month; or
- b) the employee has received a redundancy payment for that service.

In the case of (b), the employer may credit previous relevant service for the purposes of calculating long service leave.

G.22.5 An employee who changes employment as provided in sub-clause 1 above shall be credited with the sick and annual leave entitlement due by the previous employer subject to the production of satisfactory evidence of previous service.

G.22.6 Broken service in order to undertake study towards the Diploma of Library and Information Studies shall also be credited provided that, in this case, employment is taken up in a university following completion of the course.

G.22.7 Certificate of previous service:
The onus is on the employee to obtain a certificate from a previous employer which will include:

- a) dates employed;
- b) capacity in which employed;
- c) how services were terminated;

- d) whether the service carried with it a sick leave entitlement and a record of sick leave granted.

SECTION H: ENDING EMPLOYMENT

H.1 NOTICE OF TERMINATION

- H.1.1 For employees other than fixed term staff, notice of termination of employment shall be one month by either the employer or employee but this may be reduced by mutual agreement. This shall not prevent the employer from summarily dismissing an employee for serious misconduct. The employer may elect to pay the employee in lieu of some or all of the notice period.
- H.1.2 For fixed term employees, notice will be deemed to have been given at the time a finishing date is agreed except where the employee is dismissed for misconduct in which case notice of termination will be one month.
- H.1.3 Each employee upon termination shall on request be provided within a reasonable period with a certificate of service.

H.2 ABANDONMENT OF EMPLOYMENT

- H.2.1 When an employee is absent from work for a continuous period of three working days without notification to the employer, the employee shall be deemed to have terminated their employment. Where an employee was unable through no fault of that employee to notify the employer, they shall not be deemed to have abandoned employment.

H.3 DISCIPLINE AND DISMISSAL PROCEDURES

- H.3.1 The discipline and dismissal procedures are contained in Schedule B.

SECTION I: GENERAL PROVISIONS

I.1 HEALTH AND SAFETY

- I.1.1 The employer shall encourage safe work practices. For employees using VDUs the Worksafe New Zealand Code of Practice for VDUs shall apply.
- I.1.1.2 The employee must:
- take all practical steps to ensure the workplace is safe; and
 - be familiar with, follow and encourage compliance with all University health and safety policies and procedures.

I.1.2 Protective Clothing

- I.1.2.1 Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use. Where justified by the nature of the work prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change in lenses, then the employer shall pay the difference in cost between normal and

I.2 CHANGE MANAGEMENT

I.2.1 When the University has decided to restructure or reorganise all or part of its business operations or services or is, in whole or in part, the subject of, or party to, any merger the University shall at the earliest practicable time notify those employees affected by the event or decision and their unions and shall afford full and timely consultation before any final decisions are taken.

I.2.2 A redundancy may occur when a position an employee holds is subject to significant change (including when the employee's position wholly disappears) because it has become wholly or in part superfluous to the needs of the University due to:

- a) an amalgamation of the University with another institution, or the contracting out, transfer or sale of a discipline or area of study or area of work to another university, institution or employer; or
- b) financial difficulties which threaten the University's ability to continue its current level of research and/or teaching; or
- c) the implementation of a review of the structure, staffing, function or location of a discipline, or area of study, or area of work.

I.2.3 When a surplus staffing situation exists, the following options will apply unless otherwise agreed:

a) Confirmation

An employee's position is confirmed where it has not changed or is substantially similar to that employee's existing position.

If the employee does not wish to be confirmed in their position, the only option available to them is resignation.

b) Selection Pool

A Selection Pool occurs whenever a position has not changed significantly but there are more employees than positions in the new structure. In a Selection Pool situation, all relevant employees will be required to participate in a selection process. The positions of those employees who are unsuccessful in the selection process will be disestablished.

c) Disestablished Positions

A position is disestablished where it is ceased or ended because it is either significantly changed or is no longer needed in any form.

Employees whose positions are disestablished

I.2.4 Before a position is disestablished, the employer shall give the employee and their union at least three months notice of that fact.



- 1.2.5 The employer shall meet its obligation to act as a good employer, including, on a case by case basis, making reasonable arrangements for supporting the employee in seeking new employment, allowing the employee necessary time off on full pay as is consistent with that objective, and meeting reasonable costs. These may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews.
- 1.2.6 The employer shall make all attempts to find suitable alternative work within the University for any employee affected.
- 1.2.7 By agreement, employees may be redeployed to a position at the same, higher or lower salary. Such agreement will not be unreasonably withheld by either party. If the employee unreasonably declines to be redeployed into alternative employment with the University, the only option available to the employee is resignation.
- 1.2.8 Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee in the old position at the time of redeployment for a period of two years. If the FTE of a new position is less than the FTE of the old position, the equalization allowance will be prorated accordingly. In this case, redundancy compensation will be based on the difference between the FTE of the old position and the FTE of the new position.
- 1.2.9 Subject to clause 1.2.8, the salary will be preserved in the following ways:
- a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increase); or
 - b) An ongoing allowance equivalent to the difference between the present salary (including superannuation) and the new salary for a period of two years (this is abated by any subsequent salary increase).
- 1.2.10 Where employees who are within five years of their retirement are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated, and their salary will be increased in line with any subsequent salary increase. The difference cannot be cashed up.
- 1.2.11 Where an employee is redeployed into a new position, the employee may, within the first three months in the new position, elect to resign from it giving appropriate notice, and will have any redundancy payment calculated under this agreement paid as if they had not taken up the new position, including service in the new position not counting towards calculation of the redundancy payment. In the event the employee has received a lump sum equalisation payment under clause 1.2.9(a), the proportion of service not completed in the two year period because of the operation of this clause will be deducted from any redundancy payment.
- 1.2.12 In the case of redeployment into a fixed term position which ceases to exist and the employee is not redeployed to a further position, the employee will be paid redundancy on the following basis:
- a) The redundancy payment will be paid as if the employee has not taken up the fixed term position or a series of fixed term positions, that is, service in the new position(s) will not be included in the redundancy payment.

- b) Where employment ceases within three years, the full redundancy payment will be made;
- c) Where employment ceases after three years but not exceeding five years, 50% of the redundancy payment will be made;
- d) Where employment ceases beyond five years, no redundancy payment will be made.

I.2.13 Subject to clause I.2.12 upon leaving the University as a result of redundancy, the employee shall receive:

- a) all outstanding holiday pay;
- b) such retiring leave as the employee would have received had they been retiring on that date;
- c) six weeks pay for the first (or part) year of current continuous service with the University; and two weeks pay for each succeeding (or part) year of current continuous service.

I.2.14 The maximum payment possible using this formula (exclusive of holiday pay or retiring leave) shall be 52 weeks.

I.2.15 Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

I.2.16 Following the application of clause 15, in the event that an affected employee does not transfer to the transferee, the relevant provisions in this Schedule will apply, provided that, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee if:

- a) the person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location; and has agreed to treat service with the employer as if it were continuous with that person or agency; and
- b) the conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and including any service related and redundancy conditions and any conditions relating to superannuation under the employment being terminated; and
- c) the offer of employment by the person or agency acquiring the business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.



I.3 PAYMENT OF SALARIES

I.3.1 Payment shall be made by direct credit in fortnightly payments.

I.4 DEDUCTIONS

I.4.1 Where an employee agrees that they owe money to the employer, the employer (subject to clause I.4.2) shall have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from wages payable to the employee.

I.4.2 Before deducting money pursuant to I.4.1, the employer shall make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.

I.5 UNION RIGHTS

I.5.1 Recognition of the Union

The employer recognises that the unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. The employer has an interest in the unions being well organised and effective in the employment relationship.

The employer will grant the elected branch president of the TEU one half day each week (0.1 FTE) as paid time on release from duty in order to carry out their union duties. The employer will also consider requests for the TEU elected branch president to be released from duty on pay to attend union meetings and other union events. Approval of such requests shall not be unreasonably withheld.

The employer will allow union delegates and representatives reasonable paid time to carry out their duties. This will include responsibilities at Victoria University of Wellington and at a national union level. In making decisions about release for union representatives and delegates the employer will observe Te Tiriti o Waitangi principles.

I.5.2 New Employees

When a person is appointed to a position where the work to be done comes within the coverage clause of this Agreement, the employer will inform the employee that he/she may join the union. If the employee agrees, the employer will inform the union, as soon as practicable, that the employee has started work at the University.

I.5.3 Fee Deductions

a) At the written request of any employee, the employer shall deduct the relevant union's subscriptions from the employee's salary at a rate advised from time to time by the union, and shall remit such deductions to the respective unions in a manner agreed upon between the employer and the unions.

- b) The remittance of union subscriptions shall be accompanied by a list (in electronic format) of all employees from whom union deductions are made.”

1.5.4 Right of Access

Any authorised union representative is entitled to enter the employer's workplace to discuss employment related matters with union members and to conduct the union's business which may include recruitment and provision of information. Entry must be at reasonable times and in a reasonable way, having regard to normal business operations in the workplace.

1.5.5 Union Meetings

- a) The employer shall allow union members covered by this agreement to attend up to two union meetings (each a maximum of two hours duration) in each year.
- b) The union shall give the employer at least 14 days notice of the date and time of any such union meeting.
- c) The union shall make arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the union meeting to enable the employer's operation to continue.
- d) Work shall resume as soon as possible after the meeting
- e) The union shall supply the employer with a list of union members who attended and shall advise of the time the meeting finished.

1.6 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

1.6.1 Definitions

An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between the employer and the employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement.

Personal Grievance means a formal grievance relating to:

- unjustifiable dismissal,
- unjustifiable disadvantage,
- discrimination,
- sexual or racial harassment, or
- duress in relation to membership or non-membership of a union or employees' organisation.

A Dispute means a disagreement with the way in which the employee's employment agreement has been applied or interpreted.



1.6.2 **Resolving Employment Problems**

If the employee thinks they have an employment problem then they should talk to their manager about it. If the employee wants support or advocacy assistance in doing this they should contact their union or other representative. At any stage of the process the employee has an absolute right to representation.

If the employee has tried to resolve their employment problem within the University, but this has not succeeded then the employee or their union can use the formal process that is offered by the Ministry of Business, Innovation and Employment (MBIE) Mediation Service.

1.6.3 **Personal Grievances**

The employee has 90 days to raise a grievance formally with the employer from the time the event occurred. Their union will act for the employee during the grievance process unless the employee prefers to represent themselves or seek other representation.

When the employee raises a grievance with the employer, they or their representative need to state what the grievance is and what the employee wants done about it. This should be done in writing.

1.6.4 **Disputes**

Where the employee thinks they have a dispute about the Agreement, they need to tell the unions and employer who are parties to the Agreement. This is because what the employee is disagreeing about may affect other employees who are employed under the Agreement. A dispute may also be taken to the Mediation Service for resolution.

1.6.5 **Formal Processes**

Mediation Service

The Mediation Service may help the employee by giving them information about their rights and obligations. They may also suggest a meeting between the employee and the employer or anything else that they think might help. If there is a formal mediation, then it is up to the employee and the employer to reach an agreement on the outcome. The mediator facilitates the process and helps the employee and the employer come to an agreement. However, the employee and the employer can agree at the start of the mediation for the mediator to decide on the outcome. If the employee and the employer agree to this then the mediator's decision is final. The mediator's decision cannot be appealed to a higher authority.

Employment Relations Authority ("the Authority")

If at the end of the mediation a resolution has not been reached, then either the employee or the employer could take the problem to the Authority. If the problem is about a strike or lockout or injunction then the employee could take the issue to the Employment Court. However, issues that relate to the negotiation of new terms and conditions can only be addressed through



mediation. These issues cannot be taken to the Authority or Employment Court.

The Authority looks at the whole situation rather than the technicalities of a case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that the employee or the employer do not agree with then either party can appeal that decision to the Employment Court.

Employment Court

Appeals to the Employment Court must be made within 28 days of the Authority making its decision.

Further information about this process can be obtained from:

- the employee's manager
- the employee's union representative

Inspectors

MBIE also employs Inspectors whom the employee can ask to help them with problems about the minimum entitlements under the law, such as the Minimum Wage Act, or the Holidays Act. Inspectors can help the employee enforce their rights in these matters.

I.7 SAVINGS

I.7.1 Permanent staff in the occupational groups: Administration and Clerical; Computer (Data Processing) and (Data Entry); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; Counsellors (student); General Services; Liaison Officers; Nursing; Physical Recreation Officers and Fitness Instructors; Secretary/Typists; Telephonists; and Maintenance Persons, who took up duties prior to 9 March 1988 shall not have their previous annual leave, long service leave or retiring leave entitlements reduced by the coming into force of this document.

I.7.2 Librarians Savings

I.7.2.1 (This clause shall apply to staff in the Librarians Occupational Class).

I.7.2.2 Permanent staff who took up duties prior to 15 December 1980 or who were appointed prior to 15 December 1980 but took up duties after 15 December 1980 to suit the convenience of the university shall not have their previous annual leave, sick leave, long service leave or retiring leave entitlements reduced by the coming into force of this Agreement.

I.7.3 General Savings

I.7.3.1 Employees, other than casuals, employed prior to 21 April 1994 and who work on weekends, shall be paid the rates applicable prior to the coming into force of this Agreement.

I.7.4 Technicians Savings

I.7.4.1 (This clause shall apply to staff in the Technicians Occupational Class.)

I.7.4.2 Permanent staff who took up their duties prior to 1 July 1990 shall not have their previous annual leave, sick leave, long service or retiring leave entitlements reduced by the coming into force of this Agreement.

I.8 VARIATION OF AGREEMENT

I.8.1 The parties to this Agreement may agree to vary any of its terms, within the term of this Agreement, provided:

- (i) All parties sign a written agreement outlining the variation; and
- (ii) That agreement is ratified by the majority of union members who would be directly affected by the variation.

SCHEDULE A

SCHEDULE OF SIGNATORIES

The following are parties to the Victoria University of Wellington General Staff Collective Employment Agreement.

Signed on behalf of the Vice Chancellor and Chief Executive of Victoria University of Wellington:



Annemarie de Castro
Director, Human Resources

Date 28 November 2019

Signed on behalf of the Tertiary Education Union



Irena Brorens
National Industrial Officer, TEU

Date 19/11/19.

Signed on behalf of the New Zealand Public Service Association:



Christine Pattison
PSA Organiser

Date 21/11/19

SCHEDULE B

DISCIPLINE AND DISMISSAL PROCEDURES

The following procedures do not prevent the employer from summarily dismissing an employee as covered in H.1.1 of the Victoria University of Wellington General Staff Collective Agreement.

The employer's Conduct Policy will apply. Human Resources must be contacted if these procedures are to be implemented.

In addition to observing the principles of natural justice all disciplinary procedures will be conducted in good faith and in accordance with the following conditions:

1. The identification of alleged unacceptable behaviour/performance and the advising of same to the staff member.
2. At each step the employee must be provided with a real opportunity to be heard and offer explanations. Due consideration shall be given to the employee's explanation.
3. The provision of an opportunity within a reasonable, specified time frame for the staff member to correct the behaviour/performance.
4. Warnings/dismissals must not occur until full consideration has been given to an employee's explanation.
5. Where misconduct is suspected, the employer may suspend the employee with pay whilst the allegation is being investigated.
6. Employees will be advised at all steps of their right to have representation/support.
7. All steps must be undertaken in a non-threatening manner.
8. The person making the decision at each stage shall be the person to whom the employee makes the explanation (not a third person who has not had the opportunity of questioning the employee or hearing the employee's response).
9. A report of any meeting must be circulated to all attendees at the meeting. If any party disputes this record they may request that an addendum of their objection be attached to the minutes. Any addendum shall be attached to the record.
10. Where appropriate the opportunity shall be provided for the employee to receive additional training.
11. Further warnings can only apply to the specific conduct or unsatisfactory performance cited in the original warning.
12. All warnings shall be for a reasonable period and specify a date of expiry but that period shall not exceed 12 months. Warnings no longer current shall be removed from the employee's file.
13. These disciplinary procedures shall be implemented in a culturally appropriate way.
14. The employee will be given a copy of the employer's Conduct Policy and will have the opportunity to obtain clarification of the procedures from the employer.



15. Any documents arising out of any of these procedures which are placed on the employee's file shall be seen and signed by the employee. The signing will not be taken as an indication that the employee agrees with the content, only that they have viewed it. A statement to this effect adjacent to the employee's signature shall be included on all material. A copy of the signed material must be given to the employee.

STEPS

1. Formal verbal warning
 2. Formal written warning
 3. Final written warning
 4. Dismissal
-

The procedures can be implemented at any step depending on the seriousness of the behavioural misconduct.
