



COLLECTIVE AGREEMENT

FOR

CAMPUS CARE and CAMPUS SAFETY STAFF

Term: 1 January 2020 to 31 December 2021

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CAMPUS CARE and CAMPUS SAFETY STAFF COLLECTIVE EMPLOYMENT AGREEMENT

PARTIES The Vice-Chancellor and Chief Executive of Victoria University of Wellington (the "Employer") and
The Tertiary Education Union Te Hautū Kahurangi o Aotearoa ("the unions")

COVERAGE Those staff who are employed by the employer as Supervisors and Team Leaders of Caretaking or Campus Security services including Senior Caretakers, Caretakers, Control Room Operators and Security Assistants, and all staff employed in associated caretaking and security duties ("the employee").

SECTION A: GENERAL

- A.1 This Agreement is made pursuant to the Employment Relations Act 2000.
- A.2 This Agreement shall contain the minimum terms and conditions of employment for employees who are members of the union.
- A.3 The employee agrees 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 This Agreement shall be made readily accessible to all employees.
- A.5 Either party may seek to vary this Agreement during its term. Variation can only take place by mutual agreement.
- A.6 Equal Employment Opportunities**
The provisions of Section 77D of the State Sector Act 1988 shall apply.
- A.7 Personnel Policy Principles**
The provisions of Section 77A of the State Sector Act 1988 shall apply.

SECTION B: TERM OF THE AGREEMENT

- B.1 This Agreement shall be deemed to have come into force on the 1st day of January 2020 and shall continue in force until the 31st day of December 2021.

SECTION C: TERMS OF EMPLOYMENT

C.1 CATEGORIES OF EMPLOYEE

- C.1.1 Full time Staff - All staff working on a continuing basis for the full hours defined in this Agreement.

C.1.2 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.

C.1.3 Fixed Term Staff - Shall mean those engaged for a specified limited term.

C.2 ABANDONMENT OF EMPLOYMENT

C.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 his/her employment. Where an employee was unable through no fault of that employee to notify the employer, they shall not be deemed to have abandoned their employment.

C.3 TERMINATION OF EMPLOYMENT

C.3.1 For employees other than fixed term staff notice of termination shall be one month by either the employee or employer but this may be reduced by mutual agreement. For fixed term employees notice will be deemed to have been given at the time a finishing date is agreed. This shall not prevent the employer from summarily dismissing an employee for misconduct.

C.3.2 The employer may elect to pay the employee in lieu of some or all of the notice period.

C.3.3 Each employee upon termination shall on request be provided within a reasonable period with a certificate of service.

C.4 SUPERANNUATION

C.4.1 University employees may belong to the New Zealand Universities superannuation scheme, in accordance with the provision 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.

C.5 DISCIPLINE AND DISMISSAL PROCEDURES

C.5.1 The discipline and dismissal procedures are contained in Schedule A.

C.5.2 Where misconduct is suspected, the employer may suspend the employee on full pay whilst the allegation is being investigated.

SECTION D: HOURS OF WORK

The parties to this collective agreement understand and accept the operating requirements of the university may change in the future. Should this occur and the university needs a wider span of ordinary hours of work the parties agree to discuss and review in good faith the provisions of D1.1 and D1.2 of this collective agreement with a view to ensuring the hours of work provisions of this agreement are reflective of the needs of both the employer and of the staff.



D.1 HOURS OF WORK

D.1.1 Employees Working a Roster Which Provides Cover for 24 Hours Each Day and/or Cover for up to 7 Days Each Week

A week will be from Monday to Sunday.

Where employees are rostered to work a specified roster cycle which provides cover and services over 24 hours each day and/or a roster which provides cover and services for up to 7 days each week, except where expressly provided below, the provisions of D.1.2 and D.2 will not apply.

- i) The number of ordinary hours worked each day and each week will vary depending upon the roster cycle. It is accepted that the number of rostered ordinary hours worked in any one week may be more or less than 40 hours and over the roster cycle may not average 40 ordinary hours each week,
- ii) Notice of normal duty rosters and shift rotation will be given to the staff concerned at least 14 days before the first day to which the roster applies. Except for urgent operational needs arising from unforeseen absence such as sickness and bereavements, employees will receive at least 72 hours notice of a change of rostered hours. Similarly, excepting for (similar) unforeseen absences such as sickness and bereavements, employees will give not less than 72 hours notice when requesting approval for absence from work.
- iii) All notified rostered hours worked each day and each week will be ordinary hours.
- iv) T0.25 additional will be paid for all ordinary hours worked between 12 midnight and 7am each day Monday to Saturday and T0.50 additional paid for all ordinary hours worked between 6.00 p.m. Saturday and midnight on a Sunday.
- v) Calculation of Remuneration for Employees working a Roster which provides cover for 24 hours each day and/or Cover for up to 7 days each week.

It is acknowledged rosters will provide for different ordinary rostered hours to be worked each week, with loadings for working nights and weekends. As a result there will be variation in employee earnings across the roster cycle.

In order to deliver greater consistency in earnings across the roster cycle the following remuneration model will apply for the delivery of the T0.25 and T0.5 loadings provided for in D1.1.iv):

- a) The ordinary hourly rate for each employee will be calculated by dividing their annual salary by 2080.
- b) The average number of ordinary rostered hours worked each week will be calculated by dividing the total number of ordinary hours worked in the roster cycle by the number of weeks in the roster cycle
- c) The average number of ordinary paid hours each week will be calculated by dividing the total number of paid hours, including the loadings for working

nights (T0.25 extra) and weekends (T0.5 extra) by the number of weeks in the roster cycle

- d) The average weekly paid hours will be divided by the average weekly worked hours, thereby identifying a loading factor
- e) The loading factor will be paid for each rostered ordinary hour worked (instead of loadings for working nights and weekends).

Employees will generally be allocated to work one roster, but may, from time to time and where they are appropriately trained, be asked to cover an alternative roster. When this occurs, and except when this is overtime, the employee will receive the loading for the roster they are covering and not the loading for the roster they generally work. When this is overtime the provisions of D2 will apply.

Examples of rosters and remuneration loading factors are attached as Schedule B

- vi) Hours worked in excess of any rostered hours will be paid as follows:
 - a) Any additional hours worked immediately before or immediately after the employee's rostered hours on any day will be overtime and the provisions of D2 will apply.
In these circumstances the provisions of D3 (Callbacks) will not apply.
 - b) Any additional hours worked by an employee on a day on which they are not rostered to work will be overtime and the provisions of D2 will apply.
In these circumstances the provisions of D3 (Callbacks) will not apply.
 - c) Provided however employees employed on a salary in excess of those identified in D.2 will not be eligible for overtime.
- vii) An employee will receive the greater of either the loading provided for in D.1.1.iv) or D.2 for any time worked, but not both.

D.1.2 Other Employees Covered by This Collective Agreement

- a) Forty hours shall constitute an ordinary full time week's work to be worked on not more than five consecutive eight hour days of the week between 7.00 a.m. and 12.00 midnight Monday to Friday and 7.00 a.m. and 6.00 p.m. Saturday.

b) Night and Saturday/Sunday Rates

Where an employee works ordinary hours outside of the hours specified in D.1.2.a) (above) they will be paid:

- i) T0.25 additional for all ordinary hours worked between 12 midnight and 7am each day Monday to Saturday; and
- ii) T0.5 additional for all ordinary hours of work between 6.00 p.m. Saturday and midnight on a Sunday.

An employee will receive the greater of either the loading provided for in D.1.2.b) or D.2 for any time worked, but not both.

- D.1.3 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.



Provided however where an employee's hours are identified in their roster as being continuous with no deduction made for time taken for a meal the employee will have a (paid) crib meal break. Should a crib meal break become unlawful due to legislative amendments the parties agree to amend this clause to provide for an unpaid meal break and amend the rosters and associated provisions accordingly.

NOTE: Staff will be specifically advised if they will have a (paid) crib meal break. It is not expected Supervisors, Team Leaders, Senior Caretakers, Caretakers and Security Assistants will have a (paid) crib meal break.

- D.1.4 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.1.5 The employer will endeavour to provide the employee with regular hours and days of work. However, the employee's regular hours and/or days may need to be varied from time to time to meet the operational requirements of the University.
- D.1.6 Subject to D.1.6.1, where the employer or the employee wishes to permanently change the employee's regular hours or days of work, the agreement of both parties is required.
- D.1.6.1 Provided however where employees are employed to work on a roster under D.1.1 and the employer wishes to change the roster the following provisions will instead apply:
- a) The employer will advise the employee(s) of the proposed change of roster and seek their feedback
 - b) After taking this feedback into consideration any new roster will be trialled for a period of not less than 8 weeks
 - c) The employer and employee(s) will assess the new roster throughout the trial period
 - d) The employer will take any views of the employee(s) into consideration, and most specifically any concerns about employee health and wellbeing, before any change to any roster is confirmed
 - e) Following consultation and feedback, the employer will make the final determination as to whether any change to a roster is confirmed.
 - f) Where a new roster is confirmed and an employee advises they would prefer to not work the new roster the employer will consult with the employee and use reasonable endeavours to find suitable alternative work within the University. The employee will work the new roster until such suitable alternative work is identified and the employee is appointed to the work.
- D.1.7 Where the employer wishes to temporarily change the employee's regular hours or days of work, the employer must:
- a) Advise the employee of the wish to temporarily change their regular hours, the proposed period of change, and the reasons for the change;
 - b) Take into consideration the views of the employee;
 - c) Ensure that there is a break of at least nine hours between rostered duties; and
 - d) Provide the employee with as much notice as is practicable in the circumstances.



D.1.8 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 to all employees who are employed on a salary less than \$63,191 per annum from the first day in the pay period commencing on or after 1 January 2020 and \$64,771 per annum from the first day in the pay period commencing on or after 1 January 2021 and who, with the prior authorisation of the employer, work in excess of their rostered or scheduled ordinary hours on any day, or on any additional day for staff employed under D.1.1, or for staff employed under D1.2 in excess of 40 ordinary hours in any week. These salaries shall be inclusive of any higher duties allowance.

D.2.2. Employees 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:

D.2.2.1 time off in lieu of one hour off for one hour worked; or

D.2.2.2 the payment of all overtime hours at time-and-a-half of the employee's hourly rate of pay; or

D.2.2.3 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 Staff who are above the overtime limit may be granted time off on the basis of one hour off for each hour worked at the discretion of the employer.

D.2.4 Subject to clause D.2.1, an employee who has accumulated 20 hours or more time off in lieu may opt to be paid overtime thereafter, except that all time off in lieu must be taken within 12 months of being earned.

D.2.5 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 (hereafter 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 sub-clause (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, except that all time off in lieu must be taken within 12 months of being earned.

D.3.4 Where an employee is subsequently called back to the University after an earlier call back and the cumulative period of these callbacks is less than or equal to



two hours, then the employee shall only receive the minimum payment specified in sub-clause (2).

- D.3.5 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 F7. 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.

SECTION E: REMUNERATION

E.1 SALARY SCALES (based on 2080 ordinary hours each year)

E.1.1 Scale from the first day in the pay period commencing on or after 1 January 2020

Supervisor/Team leader (Security and Caretaking)	\$51,255 with range to \$64,756
Senior Caretaker, Security Assistant, Control Room Operator,	\$46,414 with range to \$58,965
Caretaker, Caretaker Library Plus, Caretaker/Mobile	\$43,992 with range to \$50,213

Scale from the first day in the pay period commencing on or after 1 January 2021

Supervisor/Team Leader (Security and Caretaking)	\$52,536 with range to \$66,375
Senior Caretaker, Security Assistant, Control Room Operator,	\$47,574 with range to \$60,439
Caretaker, Caretaker Library Plus Caretaker/Mobile	\$45,092 with range to \$51,468

E.1.2 Appointment and Progression

- E.1.2.1 Each position shall be classified by the employer.
- E.1.2.2 A Senior Caretaker is an employee who is appointed to take responsibility for the quality, smooth and efficient operation of the caretaking/security service of a campus site from the appropriate Supervisor/Team Leader
- E.1.2.3 A Caretaker is an employee who is responsible for assisting the Senior Caretakers in the carrying out of their duties.



E.2 CRITERIA FOR PLACEMENT AND MOVEMENT IN SALARY SCALES FOR STAFF IN ALL GROUPS

E.2.1 Annual review - All salaries shall be subject to annual review. This does not, however, preclude an individual review in special circumstances.

E.2.2 Movement within ranges of rates and within grades

The following criteria are to be applied:

E.2.2.1 Individual level of achievement, skills and value to organisation, including on-the-job experience;

E.2.2.2 Recruitment and retention experience;

E.2.2.3 Job content including scope and complexity.

E.2.3 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:

E.2.3.1 Relevant work experience in previous or current employment;

E.2.3.2 Relevant educational or other qualification;

E.2.3.3 Ease or difficulty of recruitment having regard to the specific skills and the level of skills required.

E.2.4 Individual salary rates cannot be reduced by reason of the operation of the ranges of rates.

E.3 RECOGNITION OF TIKANGA MAORI AND TE REO MAORI SKILLS

E.3.1 The employer will take into account for remuneration purposes proficiency in languages other than English, and Te Reo in particular, where the needs of the job demand such skills. Where employees are called upon by the University to use Te Reo Maori in circumstances outside their job requirements, and where such duties are above and beyond the normal requirements of the employee, the University may recognise such contributions either financially or otherwise and will ensure there is no excessive workload burden on the employee.

E.4 RECRUITMENT AND RETENTION ALLOWANCE

E.4.1 The employer may award employees 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 a 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 he/she has previously undertaken full duties and responsibilities of and 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 MEAL ALLOWANCE

F.2.1 An employee who has been directed 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 the first day in the pay period commencing on or after 1 January 2020 and \$16.96 from the first day in the pay period commencing on or after 1 January 2021.

F.3 MORNING, LUNCH AND AFTERNOON TEA

F.3.1 All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks.

F.4 TRAVELLING EXPENSES FOR PERIODS OF LESS THAN 24 HOURS

F.4.1 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 and nor are the travelling expenses in F.5 below payable.

F.4.2 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.5 below.

F.5 TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND

F.5.1 The employer may approve payment of actual and reasonable expenses when an employee is travelling in New Zealand on university business for periods in excess of 24 hours:
Incidental allowance is also available.

F.5.1.2 Incidental Allowance

An incidental allowance of \$10.05 from the first day in the pay period



commencing on or after 1 January 2020 and \$10.30 from the first day in the pay period commencing on or after 1 January 2021 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.

F.6 TRANSPORT IN HOURS OF DARKNESS

F.6.1 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.7 MOTOR VEHICLE EXPENSES

F.7.1 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 University.

F.8 APPOINTMENT EXPENSES

F.8.1 Where employees are appointed from another New Zealand University they shall be entitled to appointment expenses as laid down by the employer.

F.9 PROFESSIONAL FEES AND REGISTRATIONS

F.9.1 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 following days shall be observed as public holidays: New Year's Day, the day after New Year's Day, Waitangi Day, Anzac Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anniversary Day (local) or day in lieu, Christmas Day, Boxing Day.

G.1.1.1 In the event of a Public holiday, other than Waitangi Day or Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday.

G.1.1.2 The parties are bound by the Holidays Act 2003. 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 written 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.1.4 Where an RDO for an employee working on a roster under the provisions of D.1.1 (roster over 24 hours each day and/or a roster for up to 7 days each week) falls on a public holiday the employee will receive an alternative holiday paid at the employee's relevant daily pay. This holiday will be scheduled in accordance with the provisions of section 57 of the Holidays Act to be used as soon as reasonably practicable following the public holiday. Where an employee is entitled to an alternative holiday (as provided for in this clause) this holiday may be exchanged for payment in accordance with the provisions of section 61 of the Holidays Act. Provided however the employee may elect to request exchanging any such alternative holiday for payment before the expiry of the 12 month period specified in section 61(2) of the Holidays Act.

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 If the 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.2.3 Where an RDO for an employee working on a roster under the provisions of D.1.1 (roster over 24 hours each day and/or a roster for up to 7 days each week) falls on a university holiday the employee will receive an alternative holiday paid at the employee's relevant daily pay. This holiday will be scheduled to be used as soon as reasonably practicable following the university holiday.
- G.2.4 Where an employee is entitled to one day off in lieu for working on a University holiday (as provided for in G.2.2) or an alternative holiday where a RDO falls on a University holiday (as provided for in G.2.3), this day(s) off in lieu or alternative holiday(s) may be exchanged for payment in accordance with the provisions of S61 of the Holidays Act. Provided however the employee may elect to request exchanging any such day off in lieu or alternative holiday for payment before the expiry of the 12 month period specified in section 61(2) of the Holidays Act.

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.

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

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.

G.4.1 All employees will be entitled to four weeks annual leave.

Provided however employees working under the provisions of D.1.1 will accrue annual leave consistent with the provisions of sections 17 and 12(3) of the Holidays Act.

These employees will accrue annual leave on an hourly basis based on the roster they are assigned to.

Any annual leave taken will be deducted from the employee's annual leave entitlements and accruals based on the number of hours the employee would have been rostered to work on the day they are on annual leave for.

G.4.2 Any annual leave taken will be paid in the pay that relates to the period during which the leave is taken, unless otherwise agreed.

G.4.3 Timing of Leave

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

With the written approval of the University 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 SICK LEAVE

G.5.1 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.5.2 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.5.3 Employees are entitled to sick leave on pay on an "as and when required" basis.
- G.5.4 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. In these circumstances, the employee agrees to provide written authorisation to the medical practitioner to provide an assessment to the employer, to assist the employer to determine whether the employee's performance is impaired by a medical condition. 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.5.5 The employee should notify absence due to illness to their controlling officer whenever possible within thirty minutes prior to their normal starting time. A medical certificate will be required for all absences in excess of five consecutive days, and may be required for absences of shorter periods.
- G.5.6 Where a staff member 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 staff member.
- G.5.7 Where:
- G.5.7.1 long term absence due to illness or injury is involved; or
- G.5.7.2 an employee has been employed for 6 months or more and has had frequent short term absences due to illness or injury which extend over a period in excess of 6 months; or
- G.5.7.3 an employee has been employed for less than 6 months and has had frequent short-term absences due to illness or injury;
- and it seems unlikely that the employee concerned will be able to resume duties within a reasonable time, the employer may, after consultation with the appropriate HR staff and the employee and/or their representative, give consideration to the retirement of the employee concerned on medical grounds, or an extend period of leave on reduced pay or without pay. Each case must be dealt with on its merits.
- G.5.8 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.5.9 An abuse of the trust upon which these sick provisions are based, will be treated seriously by the University and may lead to disciplinary action, including dismissal.



G.5.10 **Monitoring**
Statistical analyses of the sick leave records shall be made available to the union on request.

G.6 PARENTAL LEAVE

G.6.1 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.6.2 The employer may at its discretion grant parental leave to employees who are not eligible for parental leave under the Parental Leave Act.

G.6.3 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.6.4 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.

G.6.5 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.6.6 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.6.7 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.7 RE-ENTRY AFTER ABSENCE DUE TO CHILDCARE

G.7.1 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.7.2 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.7.3 The applicant must:

G.7.3.1 produce a birth certificate for the under school age child;

G.7.3.2 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.7.3.3 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.7.3.4 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.7.3.5 Where an applicant meets the conditions in clauses 1-4 and, at the time of the application:

(a) has the necessary skills to fill competently a vacancy which is available in the University; and

(b) the position is substantially the same in character and at the same or lower salary as the position previously held,

then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

G.7.4 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.7.5 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.8 LONG SERVICE LEAVE

G.8.1 In addition to holidays and annual holidays specified elsewhere in this Agreement, an employee covered by this collective agreement shall 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.

Provided however employees covered by this collective agreement and employed prior to 31 December 2016 may elect to accrue their long service leave to a maximum of 4 weeks after completing 20 years continuous service. All long service so accrued must be taken within 5 years from the date of the employee's 20th anniversary or be forfeited.

(Note: service is deemed to be continuous where it is broken to care for pre-school or school age children).

G.8.2 An employee returning to work at the University after a period of broken service due to childcare in order to record why service was broke must:

G.8.2.1 produce a birth certificate for the child; and

G.8.2.2 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.8.3 Long service leave is a leave entitlement, not a basis for a lump sum payment.

G.9 JURY SERVICE LEAVE

G.9.1 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 the employer. The employee may retain any expenses payments.

G.10 WITNESS LEAVE

G.10.1 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.11 BEREAVEMENT/TANGIHANGA LEAVE

G.11.1 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.11.2 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

G.11.2.1 The closeness of the association between the employee and the deceased, which association need not be a blood relationship;



- G.11.2.2 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.11.2.3 The amount of time needed to discharge properly any responsibilities or obligations;
- G.11.3 Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- G.11.4 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.11.5 If paid special bereavement leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.
- G.11.6 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 clause This provision will not apply if the employee is on leave without pay.

Note: The parties are bound by the Holidays Act 2003. That Act contains the following minimum entitlements to bereavement leave:

- (a) three days' bereavement leave on the death of a spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent; and
- (b) one day's bereavement leave on the death of any person if the employer accepts that the employee has suffered a bereavement as a result of the death.

G.12 STUDY LEAVE

- G.12.1 Employees may be granted study leave 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.12.2 Provisions for this and other forms of study leave are at the discretion of the employer.

G.13 TUITION FEES

- G.13.1 The university may meet the costs of tuition for any employee enrolled for a course of study in the university which is relevant to the employee's work and has been approved by the employer. The university may approve attendance at courses in other cases without being required to pay tuition fees.

G.14 LEAVE FOR MAORI LAND COURT AND WAITANGI TRIBUNAL HEARINGS

- G.14.1 Where a staff member 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 of up to 10 days per year. An application outlining the basis on which this leave is sought is required.

- G.14.2 In addition, a staff member shall be granted special leave on pay to support the lodgement of a claim made by their iwi.

G.15 OTHER LEAVE

- G.15.1 The employer may grant an employee Special Leave with or without pay on such terms and conditions as the employer may deem fit.

G.16 FAMILY VIOLENCE LEAVE

- G.16.1 In this clause, domestic violence has the same meaning as 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.16.2 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.16.3 The Employee will, if requested, provide the Employer with relevant documents that support any claim for leave under this provision. Such documents may include a document issued by the Police, a Court, a doctor or other medical professional, a 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.

- G.16.4 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 introduced dealing with leave for family violence.

G.17 CREDITING OF PREVIOUS SERVICE

- G.17.1 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.17.2 For the purposes of crediting service, recognition shall be given to relevant service within the New Zealand education sector.

- G.17.3 The crediting outlined in G.17.1 and G.17.2 is subject to the following conditions:

G.17.3.1 the period which has elapsed between any change of employment is no longer than one calendar month; and

G.17.3.2 the employee has not received a full redundancy payment for that service.



In the case of G.20.3.2, the employer may credit previous relevant service for the purposes of calculating long service leave.

- G.17.4 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). 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.17.1.
- G.17.5 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.17.6 Certificate of previous service:
- G.17.6.1 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: GENERAL PROVISIONS

H.1 HEALTH AND SAFETY

H.1.1 The University shall encourage safe work practices. For employees using VDUs the Ministry of Business, Innovation and Employment Code of Practice for VDUs shall apply.

H.1.1.1 The employee must:

- (a) take all practical steps to ensure the workplace is safe; and
- (b) be familiar with, follow and encourage compliance with all University health and safety policies and procedures.

H.1.2 Protective Clothing

H.1.2.1 Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use. Where justified 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 hardened lenses plus the cost of standard safety frames if required.

Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis. An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.

H.1.2.2 Employees shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure do so shall constitute misconduct.



- H.2.2.3 The implementation of a review of the structure, staffing, function or location of a discipline, or area of study, or area of work.
- H.2.3 When a surplus staffing situation exists, the following options will apply unless otherwise agreed:
- H.2.3.1 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.
- H.2.3.2 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.
- H.2.3.3 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

- H.2.4 Before a position is disestablished, the employer shall give the employee and their union at least three months notice of that fact.
- H.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.
- H.2.6 The employer shall make all attempts to find suitable alternative work within the University for any employee affected.
- H.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.
- H.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.
- H.2.9 Subject to clause H.2.8, the salary will be preserved in the following ways:
- H.2.9.1 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



- H.2.9.2 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).
- H.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.
- H.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 H.2.9.1, 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.
- H.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:
- H.2.12.1 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.
- H.2.12.2 Where employment ceases within three years, the full severance payment will be made;
- H.2.12.3 Where employment ceases after three years but not exceeding five years, 50% of the severance payment will be made;
- H.2.12.4 Where employment ceases beyond five years, no severance payment will be made.
- H.2.13 Subject to clause H.2.12, upon leaving the University as a result of redundancy, the employee shall receive:
- H.2.13.1 All outstanding holiday pay;
- H.2.13.2 Such retiring leave as the employee would have received had they been retiring on that date;
- H2.13.3 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.
- H.2.14 The maximum payment possible using this formula (exclusive of holiday pay or retiring leave) shall be 52 weeks.
- H.2.15 Where the employer proposes a restructuring of its business (within the definition of restructuring set out in section 69B of the Employment Relations Act 2000), Part 6A Subpart 1 of the Act shall apply.



Where an employee's employment is being terminated by the employer by reason only of restructuring (as defined in section 69B of the Act), and the employee elects not to transfer to the new employer, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee.

H.3 PAYMENT OF SALARIES

H.3.1 Payment of all salaried staff shall be by direct credit to a bank account fortnightly.

H.4 DEDUCTIONS

H.4.1 Where an employee accepts that they owe an agreed sum of money to the employer, the employer (subject to clause H.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.

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

H.4.3 The University shall deduct union subscriptions from the remuneration due to employees covered by this Agreement who have so authorised. Such subscriptions shall be remitted to the authorised representative at mutually agreed intervals together with a list of Employees for whom deductions have been made.

H.5 ACCESS TO WORKPLACE

H.5.1 Any authorized 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 and having regard to normal business operations in the workplace.

H.6 UNION MEETINGS

H.6.1 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, including where the staff member is not normally at work at the time of the meeting. However, there will be no entitlement to overtime (if by attending a meeting a staff member exceeds 40 hours of work per week) or any type of allowance for the time spent at the meeting.

H.6.2 The union shall give the employer at least 14 days' notice of the date and time of any such union meeting.

H.6.3 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.

H.6.4 Work shall resume as soon as possible after the meeting



H.6.5 The union shall supply the employer with a list of union members who attended and shall advise of the time the meeting finished.

H.7 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

H.7.1 Definitions

An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between employer and 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 your employment agreement has been applied or interpreted

H.7.2 Resolving Employment Problems

If you think you have an employment problem then you should talk to your manager about it. If you want support or advocacy assistance in doing this you should contact your union or other representative. At any stage of the process you have an absolute right to representation.

If you have tried to resolve your employment problem within the University, but this has not succeeded then you or your union can use the formal process that is offered by the Ministry of Business, Innovation and Employment's Mediation Service.

H.7.3 Personal Grievances

You have 90 days to raise a grievance formally with your employer, from the time the event occurred. Your union will act for you during the grievance process unless you prefer to represent yourself or seek other representation.

When you raise a grievance with your employer, you or your representative need to state what the grievance is and what you want done about it. This should be done in writing.

H.7.4 Disputes

Where you think you have a dispute about your collective employment agreement you need to tell the union and employer who are parties to the agreement. This is because what you are disagreeing about may affect everyone else who is employed under the same collective agreement. A dispute may also be taken to the Mediation Service for resolution.



H.7.5 Formal Processes

Mediation Service

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

Employment Relations Authority ("the Authority")

If at the end of the mediation a resolution has not been reached, then either you or your employer could take the problem to the Authority. If the problem is about a strike or lockout or injunction then you 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. You cannot take them 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 you or your employer do not agree with then either of you 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.

If you want further information about this process then please contact

- Your manager
- Your union representative

Labour Inspectors

The Ministry of Business, Innovation and Employment also employs Labour Inspectors who you can ask to help you with problems about the minimum entitlements under the law, such as the Minimum Wage Act, or the Holidays Act. Labour Inspectors can help you enforce your rights in these matters.



SCHEDULE OF SIGNATORIES

The following are parties to the Victoria University of Wellington Collective Employment Agreement for Caretakers.

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



Annemarie de Castro
Director, Human Resources

20 July 2020
Date

Signed on behalf of the Tertiary Education Union Te Hautū Kahurangi o Aotearoa:



Irena Brorens
National Industrial Officer, TEU

20 July 2020
Date

DISCIPLINE AND DISMISSAL PROCEDURES

The following procedures do not prevent the Employer from summarily dismissing an employee as covered in C3 of this Agreement.

The Staff Conduct Policy will apply. Human Resources must be contracted 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. Employees will be advised at all steps of their right to have representation/support.
6. All steps must be undertaken in a non-threatening manner.
7. 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).
8. 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.
9. Where appropriate the opportunity shall be provided for the employee to receive additional training.
10. Further warnings can only apply to the specific conduct or unsatisfactory performance cited in the original warning.
11. 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.
12. These disciplinary procedures shall be implemented in a culturally appropriate way.
13. The employee will be given a copy of the Staff Conduct Policy and will have the opportunity to obtain clarification of the procedures from the employer.
14. 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



SCHEDULE B

Calculation of Remuneration for Employees working a Roster which provides cover for 24 hours each day over 7 days each week, or over 7 days each week

These are illustrative examples and do not give rise to any contractual entitlements.

Refer D1.2.iv) and D.1.2.v)

1. Employee works a roster of 6 days on – 2 Day Shifts, 2 Afternoon Shifts, 2 Night Shifts - followed by 4 days off.

Each shift is 8.25 hours including a crib meal break and shift handover

No loading for all ordinary hours worked between 7am and 12 midnight Monday to Friday

No loading for all ordinary hours worked between 7am and 6pm Saturday

A loading of T0.25 extra for all ordinary hours worked between midnight and 7am Monday to Saturday

A loading of T0.5 extra for all ordinary hours worked between 6pm Saturday and midnight Sunday

Morning Shift 7am-3.15pm Monday - Saturday 8.25 hours worked and 8.25 hours paid

Morning Shift 7am - 3.15pm Sunday 8.25 hours worked and 12.375 hours paid (8.25 * T1.5)

Afternoon Shift 3pm-11.15pm Monday - Friday 8.25 hours worked and 8.25 hours paid

Afternoon Shift 3pm-11.15pm Saturday 8.25 hours worked and 10.875 hours paid (3 * T1 + 5.25 * T1.5)

Afternoon Shift 3pm-11.15pm Sunday 8.25 hours worked and 12.375 hours paid (8.25 * T1.5)

Night Shift 11pm - 7.15am Monday night to Saturday morning 8.25 hours worked and 10 hours paid (1 * T1 + 7 * T1.25 + 0.25 * T1)

Night Shift 11pm - 7.15am Saturday night to Sunday morning 8.25 hours worked and 12.375 hours paid (8.25 * T1.5)

Night Shift 11pm - 7.15am Sunday night to Monday morning 8.25 hours worked and 10.5 hours paid (1 * T1.5 + 7 * T1.25 + 0.25 * T1)

Over the 10 week roster period the employee works 42 shifts each of 8.25 hours

Total hours worked 346.5 – Average weekly hours worked 34.65

Over the 10 week roster period the employee is paid for 398.5 hours

Average weekly paid hours 39.85

A 15% loading (39.85/34.65) is paid for each rostered hour worked instead of loadings for nights and weekends

Wk	Mon	Tues	Weds	Thu	Fri	Sat	Sun	Wkd	Paid
1	M 8.25	M 8.25	A 8.25	A 8.25	N 10	N 12.375	X	49.5	55.375
2	X	X	X	M 8.25	M 8.25	A 10.875	A 12.375	33	39.75
3	N 10	N 10	X	X	X	X	M 12.375	24.75	32.375
4	M 8.25	A 8.25	A 8.25	N 10	N 10	X	X	41.25	44.75
5	X	X	M 8.25	M 8.25	A 8.25	A 10.865	N 10.5	41.25	46.125
6	N 10	X	X	X	X	M 8.25	M 12.375	24.75	30.625
7	A 8.25	A 8.25	N 10	N 10	X	X	X	33	36.5
8	X	M 8.25	M 8.25	A 8.25	A 8.25	N 12.375	N 10.5	49.5	55.875
9	X	X	X	X	M 8.25	M 8.25	A 12.375	24.75	28.875
10	A 8.25	N 10	N 10	X	X	X	X	24.75	28.25
								TOTAL	346.5 398.5
								AVE	34.65 39.85
								LOAD	15%

