



VICTORIA UNIVERSITY OF WELLINGTON

TUTORS' (and other Teaching and Research Support Staff)

COLLECTIVE AGREEMENT

**(including the Guidelines on Appointment of Tutors and
other Teaching and Research Support Staff)**

Term: 1 September 2010 to 31 August 2012

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VICTORIA UNIVERSITY OF WELLINGTON

TUTORS COLLECTIVE AGREEMENT

PARTIES

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

The New Zealand Tertiary Education Union (“TEU”)

COVERAGE:

This Agreement shall apply to and be binding on the parties to this Agreement, and those fixed term staff employed by the employer to perform the work of a Tutor, Oral Language Tutor, Sessional Assistant, Laboratory Demonstrator, Teaching Assistant, Audio-visual Teaching Assistant, Research Assistant/Fellow, Graduate Assistant or Senior Tutor (“employees”).

Exclusions

The following employees are excluded from the coverage clause

1. Those employees:
 - (i) whose work is covered by the coverage clause of this Agreement; and
 - (ii) who are members of the TEU; and
 - (iii) who have been in the employment of the employer for no less than 30 days; and
 - (iv) who expressly wish to be excluded from coverage by this Agreement for its duration; and
 - (v) who notify the employer (through the TEU) of their choice to be excluded on the agreed exclusion form.
2. Casual employees – those employees who are generally employed on an “as and when” required basis without an ongoing expectation of work and without regular hours.
3. Language tutors in the School of Linguistics and Applied Language Studies employed on the English Proficiency Programme.
4. Research Assistants covered by the Research Assistants and Research Fellows Collective Agreement which came into force on 1 December 2001.
5. Tutors/Presenters in the Centre for Continuing Education and Executive Development who are not otherwise employed by the employer.

SECTION A: GENERAL PROVISIONS

A.1 TERM OF THE AGREEMENT

This Agreement shall be deemed to have come into force on 1 September 2010 and shall continue in force until 31 August 2012.

A.2 EQUAL EMPLOYMENT OPPORTUNITIES

VUW 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. VUW will provide opportunities for training in EEO for all interested employees, and monitor EEO aspects of processes involving staff appointments, promotion and career development.

A.3 MINIMUM RATES AND CONDITIONS

This Agreement provides for the minimum rates and conditions that are to be paid and provided to those covered by it.

A.4 PAYMENT OF WAGES

A.4.1 Payment of all employees shall be by direct credit to a bank account, fortnightly.

A.5 HEALTH AND SAFETY

A.5.1 The employer shall encourage safe work practices and conform with safety requirements. For employees using VDUs the Department of Labour Code of Practice for VDUs shall apply.

A.5.2 The employer shall provide good and safe working conditions and adequate spaces and resources to enable employees to meet with students, prepare tutorials and mark assessments.

A.5.3 The employee must:

- take all practical steps to ensure the workplace is safe;
- in conjunction with their Head of School, act on advice and suggestions about how to make the workplace a safer and more healthy place; and
- know, follow and encourage compliance with any Health and Safety policies and procedures.

A.6 DELEGATED AUTHORITY

A.6.1 Unless the employee has the authority delegated to them in either their role description or by a separate written delegation, they shall not at any time enter into any contract that purports to bind the University without the written authority of their Head of School. The University will not be bound by any contract entered into by the employee without authority.

A.7 CONFIDENTIALITY

A.7.1 Except in the proper performance of their duties, the employee must not disclose (directly or indirectly) any confidential information or knowledge regarding students or employees of the University, or the affairs or finances of

the University, its employees or its clients. This requirement continues after the employee ceases working for the University.

A.8 SECURITY

A.8.1 Security of information, property and records is a fundamental part of the way the University undertakes its business. The employee must ensure that property and records in their control are kept secure on the premises and are not removed unless required to do work on behalf of the University.

A.9 DEDUCTIONS

A.9.1 The employer 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.

A.9.2 The employee gives their consent pursuant to section 5 of the Wages Protection Act 1983 for the employer to deduct from wages payable to the employee any monies that the employee agrees is owed to the employer. The employer will consult with the employee on a reasonable repayment arrangement.

A.10 ACCESS TO WORKPLACE

A.10.1 Any authorised officer of the TEU who represents any employee covered by this Agreement, shall with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the workplace and there interview any employee so represented by that Union, and to access wages, holiday and time records but not so as to interfere unreasonably with the employer's business.

A.11 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

A.11.1 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.

A.11.2 **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 Department of Labour's Mediation Service.

A.11.3 **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.

A.11.4 **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.

A.11.5 **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

Labour Inspectors

The Department of Labour also employs Labour 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. Labour Inspectors can help the employee enforce their rights in these matters.

A.12 VARIATION OF AGREEMENT

A.12.1 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.

SECTION B: TUTORS (AND OTHER TEACHING AND RESEARCH SUPPORT STAFF)

B.1 TRAINING

- B.1.1 The employer will provide the opportunity for a three hour paid orientation programme to new employees (excluding Sessional Assistants and Research Assistants). New employees will be expected to participate in this programme and this training. New employees are defined for the purposes of this clause as employees who have not been employed as a Tutor in any school in the preceding two years or who have no previous teacher training.
- B.1.2 The employer may at its discretion provide additional training development opportunities to employees with or without pay.
- B.1.3 If the employee is required by their manager to attend a training course/ programme, the employee shall be paid for their attendance.

B.2 REMUNERATION

The Guidelines on Appointment of Tutors and other Teaching and Research Support Staff shall be read in conjunction with this Collective Agreement to determine the remuneration and allocation of hours for each employee.

B.2.1 MINIMUM HOURLY RATES

The 2010 rates of pay shall apply to work performed by employees from 1 November 2010 except for work covered by an employment agreement in existence at 1 September 2010. From the commencement of the first trimester 2011, these rates shall apply to all work performed by employees.

The 2011 rates of pay shall apply to work performed by employees from 1 November 2011 except for work covered by an employment agreement in existence at 1 September 2011. From the commencement of the first trimester 2012, these rates shall apply to all work performed by employees.

B.2.1.1 Undergraduate:

From 1.03.10 \$16.72 - \$20.11 per hour
From 1.11.10 \$17.02 - \$20.47 per hour
From 1.11.11 \$17.33 – \$20.84 per hour

Graduate:

From 1.03.10 \$18.94 - \$23.99 per hour
From 1.11.10 \$19.28 – 24.42 per hour
From 1.11.11 \$19.63 – 24.86 per hour

- B.2.1.2 When determining the hourly rate relevant qualifications, relevant experience and any additional duties shall be taken into account.

B.2.2 ALLOCATION OF HOURS

B.2.2.1 Employees shall be entitled to be paid for all hours that they are required to work.

B.2.2.2 Allocation of hours shall include preparation time, delivery, student consultation, meetings, marking and other duties, as applicable.**B.3**

B.3 LEAVE

B.3.1 ANNUAL LEAVE

B.3.1.1 In accordance with the Holidays Act 2003, employees are entitled to three weeks annual leave. From 1 April 2007, employees will be entitled to four weeks annual leave.

B.3.1.2 Any annual leave taken will be paid in the pay that relates to the period during which the leave is taken.

B.3.2 PUBLIC HOLIDAYS

B.3.2.1 The parties are bound by the Holidays Act 2003. That Act requires that:

- (i) if the employee does not work on a public holiday and that day would otherwise be a normal working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day:
- (ii) 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.

B.3.2.2 An employee is required to obtain the prior approval of the employer to work on a public holiday.

B.3.3 SICK LEAVE

B.3.3.1 Employees are entitled to sick leave on pay at the appropriate rate for up to 5 days per annum from the date of employment.

B.3.3.2 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.

B.3.3.3 The employee should notify absence due to illness to their manager whenever possible at least one hour before usual start time. The employer is entitled to require a medical certificate in accordance with the Holidays Act 2003.

B.3.4 BEREAVEMENT LEAVE

B.3.4.1 Employees are entitled to 3 days' bereavement leave on pay at the appropriate rate on the death of their spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.

B.3.4.2 Employees are entitled to 1 day's bereavement leave on pay at the appropriate rate on the death of any other person if the employer accepts that the employee has suffered a bereavement.

B.3.4.3 Clauses B.3.4.1 and B.3.4.2 apply from the date of employment.

B.3.5 SPECIAL LEAVE

B.3.5.1 The employer may grant an employee leave with or without pay on such terms and conditions as the employer may deem fit.

B.3.6 PARENTAL LEAVE

B.3.6.1 Parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection Act (Paid Parental Leave) Amendment Act 2002.

B.4 ENDING EMPLOYMENT

B.4.1 NOTICE OF TERMINATION

B.4.1.1 Notice of termination of employment shall be two weeks 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.

B.4.1.2 Insufficient student numbers in the relevant course may cause the early termination of employment. In this case, the employee will receive two weeks' pay in lieu of notice.

B.4.1.3 Each employee upon termination shall on request be provided within a reasonable period with a certificate of service.

B.4.2 ABANDONMENT OF EMPLOYMENT

B.4.2.1 When an employee is absent from work for three consecutive 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 employment.

B.4.3 MISCONDUCT/ POOR PERFORMANCE

B.4.3.1 The employer's Policy on Conduct will apply.

B.5 CHANGE MANAGEMENT

B.5.1 The employer recognises the obligation to give protection to employees where the whole or part of the University's business is contracted out, transferred or sold.

Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000), the employer will endeavour to ensure the affected employees are not disadvantaged by:

a) Informing the union prior to any decision being made;

- b) Conducting a feasibility study determining the advantages and disadvantages in relation to costs and other benefits which could result from the proposal;
- c) Consulting with the union to discuss the proposal and any alternative proposals. The parties agree that such consultation will be carried out in a timely manner.

B.5.2 In the event that a restructuring (as defined in clause B.5.1) occurs, which involves the transfer to another employer of the work performed by employees, the employer will negotiate with the other employer (the transferee) about options that may exist for employees to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to employees. The employer will endeavour to ensure employees covered by this Agreement are offered employment on no less favourable terms and conditions with the transferee.

B.6 COPYRIGHT AND INTELLECTUAL PROPERTY

B.6.1 Copyright in any original material of a scholarly, literary, dramatic, musical or artistic nature produced by employees shall vest in those employees. Other intellectual property that is created in the course of their employment, materials produced for the administrative work of the University, examination and assessment materials, and teaching materials published by the University, shall belong to the University.

SECTION C: GRADUATE ASSISTANTS AND SENIOR TUTORS

C.1 REMUNERATION

C.1.1 GRADUATE ASSISTANTS

Step	From 1.1.10 (+2.0%)	From 1.1.11 (+1.8%)	From 1.1.12 (+1.8%)
1	\$39,511	40,222	40,946
2	\$42,474	43,239	44,017
3	\$44,972	45,781	46,605
4	\$49,970	50,869	51,785

C.1.1.1 Salary on appointment is between Steps 1-3, with an annual increment available after one year's service (for two year appointments).

C.1.2 SENIOR TUTORS

From 1.1.10	\$49,970 with a range to \$58,151 per annum
From 1.1.11	\$50,869 with a range to \$59,198 per annum
From 1.1.12	\$51,785 with a range to \$60,264 per annum

C.2 HOURS OF WORK

C.2.1 Hours of work are 40 hours per week between the hours of 8.00 a.m. and 10.00 p.m. Monday to Friday.

C.3 PERSONAL DEVELOPMENT AND TRAINING

C.3.1 Employees are expected to be actively involved in self-development and to keep abreast of current trends in their area of expertise. Where deemed appropriate by the Head of School, attendance at relevant courses may be facilitated.

C.4 LEAVE

C.4.1 ANNUAL LEAVE

C.4.1.1 In accordance with the Holidays Act 2003, employees are entitled to three weeks annual leave. From 1 April 2007, employees will be entitled to four weeks annual leave.

C.4.1.2 Any annual leave taken will be paid in the pay that relates to the period during which the leave is taken.

C.4.2 UNIVERSITY HOLIDAYS

C.4.2.1 In addition, employees are entitled to the following University holidays:

- (i) the last working day before Christmas Day;
- (ii) the normal workdays between Christmas and New Year; and
- (iii) Easter Tuesday.

C.4.2.2 If a University holiday falls on a Public Holiday, employees are not entitled to another paid day in lieu.

C.4.3 PUBLIC HOLIDAYS

C.4.3.1 The parties are bound by the Holidays Act 2003. That Act requires that:

- (i) if the employee does not work on a public holiday and that day would otherwise be a normal working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day;
- (ii) 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.

C.4.3.2 An employee is required to obtain the prior approval of the employer to work on a public holiday.

C.4.4 SICK LEAVE

C.4.4.1 From time to time employees may need to be absent from work because they are ill, or they need to care for their partner, or a dependent child or parent when they are ill.

In such circumstances, employees are entitled to take reasonable time off on pay. While the employer has not initially placed a limit on the amount of time employees may have off on salary, the employer reserves the right to set a limit, on a case by case basis, having regard to the period of absence and any pattern of continual short term absence. Employees may be required to provide a medical certificate to support any absence of three or more consecutive calendar days. After 5 days sick leave have been taken in a year, employees may be required to provide a medical certificate to support any absence.

C.4.4.2 In special circumstances, the employer may require an employee to undergo a medical examination at the employer's expense by a doctor nominated by the employer.

C.4.4.3 Ongoing or long-term illness may result in termination of employment. This is dealt with under clause C.5.3.

C.4.4.4 The provisions relating to Sick Leave are inclusive of the Sick Leave entitlements in s30A of the Holidays Act 2003.

C.4.5 BEREAVEMENT LEAVE

C.4.5.1 Employees are entitled to reasonable leave on pay where they have suffered a bereavement as follows:

- (i) 3 days on the death of their spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.
- (ii) 1 day on the death of any other person if the employer accepts that the employee has suffered a bereavement.

- C.4.5.2 The employer has not placed a limit on the time employees may have off but it will be administered by the employer in a culturally sensitive manner taking into account:
- (i) the closeness of the association; and
 - (ii) the responsibilities the employee has in making arrangements for the ceremonies, and the amount of time needed to discharge those responsibilities or obligations.
- C.4.5.3 Employees must inform their Head of School as soon as possible of their inability to attend work.
- C.4.5.4 The provisions relating to Bereavement Leave are inclusive of the Bereavement Leave entitlements in s30A of the Holidays Act 2003.
- C.4.6 SPECIAL LEAVE
- C.4.6.1 The employer may grant an employee leave with or without pay on such terms and conditions as the employer may deem fit.
- C.4.7 PARENTAL LEAVE
- C.4.7.1 Parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection Act (Paid Parental Leave) Amendment Act 2002.
- C.4.7.2 The Act provides that unpaid leave may be taken, subject to certain procedures, by both women and men on the occasion of birth or adoption of a child. In addition, the first nine weeks of parental leave will be paid leave. Employees who are absent for less than nine weeks will receive the proportion of the payment that the absence represents in working days.
- C.4.7.3 Where an employee's partner is also employed by the employer and takes leave, only one payment will be made between the two employees.

C.5 ENDING EMPLOYMENT

C.5.1 RESIGNATION

- C.5.1.1 Employees must give four weeks written notice of resignation. The Head of School can decide what period, if any, of the notice period employees will be required to work. In certain circumstances, the Head of School may elect to pay notice in lieu.

C.5.2 MISCONDUCT/POOR PERFORMANCE

- C.5.2.1 The employer's Policy on Conduct will apply.
- C.5.2.2 Disciplinary action may include termination of employment. In such cases, notice will be four weeks and the employer may choose to pay notice in lieu.
- C.5.2.3 In the event of serious misconduct, the employer may terminate the employee's employment without notice. The employer would only summarily dismiss the employee after considering their explanation of the matter of complaint.

C.5.3 INCAPACITY

C.5.3.1 If, as a result of mental or physical illness, employees are incapable of carrying out their employment duties and obligations, the employer may terminate the employment. In that event, such notice will be given as is deemed appropriate in the circumstances, which will normally be four weeks.

C.5.3.2 Before any decision is made to terminate employment for incapacity, employees will undergo a medical examination by a registered medical practitioner, nominated by the Head of School, to obtain an independent medical report. This will be paid for by the employer. As far as practical, the Head of School will take into account the employee's wishes regarding a preferred medical practitioner.

C.5.4 EARLY TERMINATION

C.5.4.1 The employer reserves the right to terminate an employee's employment early on the grounds of their becoming superfluous to the needs of the University, due to the unavailability of work, or insufficient work in the role for which they are employed.

C.5.4.2 In the event of such early termination of permanent employees, they will receive four weeks' notice or payment in lieu. They will also be entitled to compensation of 8% of gross base salary for continuous service of one year or less, and 4% of gross base salary for each subsequent year, to a maximum of 26 weeks' salary.

C.5.4.3 In the event of such early termination of fixed term employees, they will receive four weeks' notice or payment in lieu. They will also be entitled to compensation based on 7.7% of gross base salary for the unworked portion of their fixed term.

C.5.4.3 No compensation will be paid if the University offers employees continued employment at a similar status and level of remuneration, and which utilises similar skills and abilities, to their current position.

C.5.5 EMPLOYEE PROTECTION PROVISION

C.5.5.1 Where the University 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 an 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.

C.5.5.2 No redundancy will arise by reason of the sale or transfer of the whole or part of the University, where the person acquiring the business offers the employee employment at the same location, in the same capacity or in a capacity the employee accepts, on the same or no less favourable conditions of employment, and agrees to treat the employee's service as continuous.

C.5.6 CONSEQUENCES OF TERMINATION

- C.5.6.1 Upon termination of employment, for whatever reason and whether or not the employee disputes the termination, they will immediately give to their Head of School all correspondence, documents, reports, papers and any other material or property belonging to the employer.

C.6 CONFLICT OF INTEREST

- C.6.1 The employee must obtain the employer's written approval before entering into any activity which might conflict with their work responsibilities or the interests of the employer.

C.7 COPYRIGHT, INTELLECTUAL PROPERTY AND INVENTION

- C.7.1 The employer's policy on Intellectual Property will apply.

C.8 INDEMNITY

- C.8.1 The employer will indemnify the employee against all liabilities, losses, and expenses incurred by the employee as a consequence of undertaking their duties.
- C.8.2 No indemnification will be provided if the employee has acted or given advice in a dishonest, fraudulent, criminal or malicious manner.

SCHEDULE OF SIGNATORIES

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

Annemarie de Castro
Director, Human Resources

Date

Signed on behalf of the Tertiary Education Union:

Michael Gilchrist
Organiser, VUW Branch of TEU

Date