



# **VICTORIA UNIVERSITY OF WELLINGTON**

## **FACULTY OF EDUCATION ACADEMIC STAFF COLLECTIVE AGREEMENT**

**Effective from 1 July 2010 to 30 June 2012**

**VICTORIA UNIVERSITY OF WELLINGTON  
TE WHARE WANANGA O TE UPOKO O TE IKA A MAUI**

**FACULTY OF EDUCATION  
ACADEMIC STAFF  
COLLECTIVE AGREEMENT**

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**VICTORIA UNIVERSITY OF WELLINGTON FACULTY OF EDUCATION  
ACADEMIC STAFF MEMBERS'  
COLLECTIVE AGREEMENT**

**PART 1: PARTIES TO, AND TERM OF AGREEMENT**

**1.1 Parties to the Agreement**

1.1.1 This Collective Employment Agreement is made pursuant to the Employment Relations Act 2000 and shall be binding on the signatory parties to it.

1.1.2 The respective parties to this Collective Employment Agreement (hereafter referred to as the Agreement) are set out below:

- Employer: The Vice-Chancellor and Chief Executive of Victoria University of Wellington /Te Whare Wananga o Te Upoko o Te Ika A Maui (hereinafter referred to as the "Employer"); and
- The New Zealand Tertiary Education Union/Te Hautu Kahurangi o Aotearoa (hereinafter referred to as the "union" or the "TEU").

**1.2 Coverage**

This agreement shall apply to all permanent, tenured, fixed term and part-time academic staff who are employed as Lecturers, Senior Lecturers, Principal Lecturers or Visiting Lecturers.

**1.3 Term of Agreement**

This agreement shall be deemed to come into effect on 1 July 2010 and shall remain in effect until 30 June 2012.

1.4 Both parties agree to work towards the development and adoption of systems which are likely to result in less intensive workloads for staff teaching in programmes but will also result in increases in quality and consistency of course delivery. Underlying this is an acceptance that increases in efficiency would flow through and benefit both academic staff and the Faculty and student body as a whole.

**PART 2: DEFINITIONS**

2.1 "Annual Workplan" is the document which establishes the individual work responsibilities of an employee for a particular year, sets out the intended and approved dates of leave, sets out the intended uses of personal professional time, and sets out the intended and approved uses of research and development time.

2.2 "TEU" means the New Zealand Tertiary Education Union/Te Hautu Kahurangi o Aotearoa

- 2.3 "Employee" means a member of the academic staff employed by the Faculty of Education to teach and/or administer courses and/or programmes who may also be involved in other academic activities including consultancies, curriculum development and teacher development. "Lecturer" in relation to this agreement has the same meaning as "employee".
- 2.4 "Employer" means the Vice Chancellor and Chief Executive of Victoria University of Wellington.
- 2.5 "New Employee" means an employee employed after the effective date of this agreement.
- 2.6 "Scheduled teaching duties" are those duties required of an employee through institutionally required student/client contact in programmes delivered by various means.
- 2.7 "Duties" include all the duties expressed or implied in job descriptions and workplans.
- 2.8 "University" means Victoria University of Wellington/Te Whare Wananga o Te Upoko o Te Ika A Maui, including all its campus sites.

## **PART 3: TERMS OF APPOINTMENT**

### **3.1 Appointments**

Attention is drawn to the State Sector Act 1988, sections 79(2)(c) and the responsibility of the employer to ensure the impartial selection of suitably qualified persons for appointment.

### **3.2 Categories of Appointment**

3.2.1 All persons appointed to positions covered by this agreement will be appointed either:

- (a) with tenure;
- (b) with limited tenure i.e. for a term of fixed duration to undertake specific fixed term projects of a limited duration. Where for genuine reasons relating to the employer's operational requirements, a fixed term agreement has been offered and for those same genuine reasons a decision is made not to extend, there should be no expectation of further employment at the end of that period;
- (c) as hourly rate employees (refer to subclause 7.2(b)).

3.2.2 Appointments to a position under 3.2.1(a) or (b) may be either:

- (a) full-time; or
- (b) part-time, up to 0.8 of a full time position.

3.2.3 Appointments to a position under 3.2.1 (b) will be:

- (a) as a visiting lecturer for up to two years to undertake specific fixed term projects to meet genuine operational requirements of the Faculty;
- (b) as a reliever to fill a temporary vacancy for up to 364 days.

### **3.3 Advertising of Positions**

- (a) All positions of more than 12 months' duration and more than 0.5 of full-time shall be advertised in the Education Gazette or in other national publications;
- (b) The employer will, wherever practicable, notify all other vacancies (including details of tenure) in a manner sufficient to enable suitably qualified persons to apply for the positions.
- (c) The employer may appoint an employee who is declared surplus from a position under this agreement without formal advertisement required under (a) of this section.

### **3.4 Conditions of Part-time Employees**

Part-time employees shall be employed on the same conditions of employment as full-time employees provided that:

- (a) salaries will be paid on a pro rata basis;
- (b) for paid leave such employees will be paid at the same rate that would be paid for their usual working week.

### **3.5 Equal Employment Opportunities**

3.5.1 The parties are committed to promoting, developing and monitoring equal opportunity policies and programmes in the Faculty of Education. All terms and conditions are to be implemented on that basis and in particular noting the requirements of Section 77D of the State Sector Act 1988.

3.5.2 The employer will fully involve the local branch of TEU in the development and implementation of programmes and policies relating to equal employment opportunities.

### **3.6 Disciplinary Procedures**

The employer's Policy on Conduct will apply.

### **3.7 Termination of Employment**

3.7.1 Employment may be terminated at any time by either party giving the other party two months' notice unless a shorter period is mutually agreed.

## **PART 4: WORKLOAD/HOURS OF WORK/ANNUAL LEAVE**

### **4.1 Annual Workplan**

The Annual Workplan shall be prepared in relation to the University Strategic plan. An outline of the Annual Workplan will be prepared by the employee and the employee's supervisor by the end of the preceding year with details added and/or amended during the year as negotiated having regard for the operational needs of the institution and the development needs of the employee. In the event of any disagreement the employer shall provide for independent mediation between the employee and their supervisor. Should mediation fail to resolve the disagreement the matter will be referred to the employer for decision.

In preparing and amending the Annual Workplan the supervisor and the employee shall have regard for:

- (a) the scheduled teaching duties required of the employee;
- (b) those activities of the employee which are related to the employee's work but which fall outside the scheduled teaching duties, including Personal Professional Time and Research and Development Time;
- (c) the annual leave entitlement to be taken;
- (d) approved Personal and Professional and Research and Development dates
- (e) the need to maintain an equitable, reasonable and safe workload for the employee.

### **4.2 Annual Workload**

- (a) Employees are to be allocated a workload that is equitable, reasonable and safe at all times.
- (b) An employee will not be required to teach on more than 180 days.

#### **4.2.1 Annual workload will recognise and quantify:**

- (a) Scheduled teaching duties.
- (b) All aspects involved in development of planning for the delivery of, and the evaluation of, courses and programmes.
- (c) Related work with students and clients.
- (d) Professional practice related to programmes/courses.
- (e) Administration and management of courses and programmes.
- (f) Work within the community with client groups.

- (g) Research and Development responsibilities.
- (h) Personal Professional responsibilities.
- (i) Other University duties and responsibilities.

### 4.3 Quantification of Time

(a) Duties with a maximum of 180 working days of scheduled teaching duties	180 working days
(b) Research and Development Time	10 working days
(c) Personal Professional Time	15 working days
(d) Leave Annual leave Faculty of Education days to be taken over Christmas/New Year	25 working days  5 days
(e) Statutory Holidays	12 days
(f) Weekends	104 days

### 4.4 Duties

4.4.1 The duties required of a full-time employee within a year will comprise:

- (a) a maximum of 486 hours of scheduled teaching duties, or its equivalent workload, where one hour of teaching is deemed to generate two hours of related duties, including duties in student/client support, development work, defined programme and/or Faculty duties; plus
- (b) agreed personal and professional activities;
- (c) approved research and development activities;

provided that:

- (i) Where changes to allocated duties required by the employer during the course of the year will not result in exceeding the limits set out in 4.4.1(a);
- (ii) Such changes should be within the area of professional competence and expertise of the employee and reasonable notice of the changes will be given; and
- (iii) The allocation of scheduled teaching duties will be inclusive of hours allocated and associated with any form of teaching.

- 4.4.2 The parties to this agreement acknowledge that the work of an employee may be worked at times that are outside a normal workday, Monday to Friday. In determining the annual workplan of an employee the parties will take into account the times at which work is to be performed and take the necessary steps to ensure workload requirements, access to entitlements, research and professional development and personal professional time, are met equitably.
- 4.4.3 Within the Annual Workplan the employer will recognise the need to achieve a balanced time frame for employees within the institution.
- (a) Operational day shall be from 8.00 a.m. to 8.30 p.m., with the normal working day being 8.00 a.m. to 5.30 p.m. Within this day:
- scheduled duties will not involve more than eight consecutive hours;
  - scheduled teaching duties will not be undertaken within 15 hours of completing duty on the previous day;
  - a meal break of at least one hour can be taken after a period of five consecutive hours;
  - an employee will not be required to teach for more than four consecutive hours without a one hour break from scheduled teaching;
  - an employee will not be required to teach for more than six hours per day;
  - where a group of employees in a particular work area agree to vary the period of consecutive teaching time they may do so provided that the maximum teaching in the day does not exceed six hours.
- (b) Normal operational week - 37.5 hours from Monday to Friday, which may alter if an employee consents to work at weekends or if the employer, so negotiates with an employee. Within a week an employee will not be required to:
- work for more than five consecutive days - provided that if an employee agrees to work more than five consecutive days she/he will be entitled to take the equivalent weekend days at a mutually agreeable time, having regard to the operational requirements of the Faculty;
  - teach for 18 hours per week beyond a limit of five consecutive weeks.
- (c) Operational year which will ensure the employee's scheduled duties are balanced with the entitlement to annual leave, personal professional time, and research and development time. Employees will not be required to teach 12 weeks without a break of 10 working days from scheduled teaching duties

## **4.5 Research and Development Time**

Within the Annual Workplan permanent employees shall be entitled to 10 days, which may be taken as half days, for research and development.

- (a) Research and development shall pertain to the employee's fields of professional expertise or to a field that the employee can demonstrate would enhance his or her ability to fulfil the purposes of the Faculty of Education.
- (b) Research shall be interpreted to include research as defined in the PBRF Guidelines.
- (c) Research and development activities may take place off site.
- (d) Research and development time will normally take place in the year of entitlement but may be accumulated up to thirty days over three years according to any conditions as the parties may agree.
- (e) Research and development time may be taken continuously with personal professional time.
- (f) On approval of the employee's research and development activity, within the employee's annual workplan, the employee will be entitled to \$300 towards the expenses of the research and development from the Research Development Committee. The payment of this grant will be on an actual and reasonable basis upon production of receipts for costs incurred.
- (g) The content and timing of any research and development time will have regard for the Faculty of Education operational requirements.
- (h) Research and development activities that involve human subjects must have ethical approval from the University Research Committee.

## **4.6 Personal Professional Time**

4.6.1 Within the Annual Workplan the employee shall be entitled to 15 days of personal professional time to be used at the employee's discretion, and planned for having regard to the operational requirements of the Faculty of Education. Personal professional time shall be taken within the year of allocation, and must be relevant to the employee's professional development.

4.6.2 (a) When an employee is fairly and after due process identified by their supervisor or manager as requiring remedial assistance to meet normal performance standards, the time may be used for directed development aimed at improvement in the areas where performance inadequacies have been identified.

- (b) For new employees, up to 10 days in the first year of employment may be used for induction purposes.

#### **4.7 Annual Leave**

- (a) An employee shall be entitled to annual leave of 25 days per year to be taken in accordance with the Holidays Act 2003.
- (b) An employee will be entitled to take annual leave in a minimum block of four weeks that will be taken at a time when there will be minimum disruption to the Faculty of Education.
- (c) In addition to (a) and (b) an employee shall be entitled to five days of Faculty of Education leave to be taken over Christmas/New Year when the University is closed.
- (d) An employee's entitlement to annual holidays remains in force until the employee has taken all the entitlement as paid holidays. A managed process will occur for those employees who have excessive, outstanding annual leave balances.

## **PART 5: STAFF DEVELOPMENT**

### **5.1 Preamble**

Staff development is a means of ensuring high quality outputs from the Faculty of Education. Anything done in the name of staff development should have the aim of significantly improving the performance of staff in relation to the strategic plan. The provisions set out here and in University core policy seek to ensure that staff development plays a significant part in creating knowledgeable, skilled, focused, and motivated staff. The detailed application of the provisions set out below will be according to the Staff Development Policy of the Faculty of Education.

The Faculty of Education will continue to prepare staff for implementation of the Performance Based Research Fund (PBRF).

### **5.2 Eligibility**

All staff who are covered by this agreement are eligible to apply for some or all of the benefits set out below. Part-time staff may have some of the benefits granted in a pro-rata fashion. Those on fixed term agreements are not eligible for subsidised university study.

### **5.3 Categories of Staff Development**

#### **5.3.1 Faculty of Education based staff development:**

The School budget will include a component for staff development. Heads of School will establish suitable priorities, using the funds in a way that provides best results for the School. Staff will be eligible to apply to their Head of School for assistance to undertake appropriate staff development and this assistance will be provided having regard to published guidelines.

#### **5.3.2 Subsidised university study:**

Staff who undertake university study with a different provider in a field relevant to the work of the Faculty of Education are eligible to claim 60% of the tuition fees, or any greater percentage set on an annual basis by the Pro Vice-Chancellor. Assistance for part-time staff will be on a pro-rata basis. Staff who undertake their approved study at Victoria University of Wellington may apply to their Head of School for a fees waiver, approval of which will not be unreasonably withheld.

#### **5.3.3 The Research Development Committee will actively assist in the enhancement of the Faculty's portfolio by supporting academic staff in the attainment of advanced research degrees. The Research Development Committee may allocate a grant, in accordance with that Committee's criteria, to research activity approved by the Head of School or delegate. The criteria for determining the degree of worth will be published by the Research Development Committee whose membership includes a research active TEU member.**

## **PART 6: MISCELLANEOUS LEAVE**

### **6.1 Eligibility**

Except where otherwise stated the leave provisions will apply to permanent full-time employees, permanent part-time employees, and limited tenure employees. They will not normally apply to staff employed on an hourly rate except for the sick and bereavement leave provisions of the Holidays Act 2003.

### **6.2 Approval**

Leave with or without pay may be granted by the employer subject to the employee meeting the requirements as set out in the following leave sections. Approval will not be unreasonably withheld.

### **6.3 Special Leave without Pay**

An employee may be granted special leave without pay for up to two years.

### **6.4 Leave Year**

For the purposes of calculating leave, the leave year shall be 01 February to 31 January.

### **6.5 Public Holidays**

- (a) The following shall be the recognised paid holidays in addition to annual leave: New Year's Day and the day following, Waitangi Day, Good Friday, Easter Monday, Easter Tuesday, ANZAC Day, the Birthday of the Reigning Sovereign, Labour Day, Christmas Day, Boxing Day and Anniversary Day.
- (b) 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 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.
  - (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 that 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) An employee is required to obtain the prior approval of the employer to work on a public holiday.

## 6.6 Sick Leave

### 6.6.1 Entitlement

Length of Service	Aggregate period for which sick leave on pay may be granted during service
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Up to three months	7 days
Over three months and up to six months	14 days
Over six months and up to nine months	31 days
Over nine months and up to five years	46 days
Over five years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

NOTE: This entitlement is inclusive of and not in addition to the sick leave entitlement provided for in the Holidays Act 2003.

### 6.6.2 Applications for Sick Leave

Applications for sick leave in excess of five days shall be supported by a medical certificate or other satisfactory evidence.

### 6.6.3 Extensions beyond Entitlement

In special circumstances, where an employee has exhausted his/her sick leave entitlement and requires a further long period of absence, the employer may grant an extension of sick leave with pay beyond entitlement.

### 6.6.4 Sick Leave Service

For the purpose of establishing an employee's entitlement to sick leave, service is defined as:

- full time or permanent part time employment or full or part time employment on a limited tenure basis at the Faculty of Education.
- full-time employment as a teacher under an education board, a board of trustees of a NZ state or integrated school, a secondary school board, the controlling authority of a technical institute, polytechnic or community college, a free kindergarten association, a teachers college or college of education, the Department of Education, a university, or an agricultural college, as a teacher in Fiji, the Cook Islands, Tonga, Western Samoa, or Niue: or as an officer in any branch of the government service (including the armed forces, and any hospital board constituted under the Hospitals Act 1957), and active military service. Full-time employment in any of these services means any period during which the appointment was held on a full-time basis and includes any period of absence with or without pay - when previous full-time service is credited for sick leave purposes,

any sick leave with pay taken during that service must be taken into account when calculating the balance of sick leave due.

#### 6.6.5 Disregarded Sick Leave

Sick leave may be disregarded, up to an aggregate of two years, in the following cases:

##### (a) Sickness Caused by Working Conditions

Where an employee suffers an injury or sickness which is directly attributable to the conditions or circumstances under which the employee is working, or when an employee contracts an illness through contact in the course of duties, and the Accident Compensation Corporation declines to accept responsibility.

##### (b) Epidemic Disease

When an epidemic occurs, the sick leave of employees who contract the disease shall be disregarded for the time necessary for the disease to run its normal course.

##### (c) Infectious Diseases

When an employee contracts an infectious disease or has been in contact with a sufferer of an infectious disease and is thereby prevented by direction of the appropriate health authority from attending the Faculty of Education, leave will be disregarded for the period covered by the direction. In the case of hepatitis, however, the period of disregarded sick leave is the time that the employee's doctor decides is necessary for the teacher to remain away from the Faculty of Education.

#### 6.6.6 Public Holidays

Public holidays do not count as leave for sickness or injury.

#### 6.6.7 Employees temporarily working reduced hours on account of sickness

At the discretion of the employer an employee who has been on sick leave may return to duty on a reduced hours basis if the employee's doctor so recommends and provides a medical clearance and there would be no staffing or timetabling problems for the Faculty of Education.

### 6.7 Accident Compensation

#### 6.7.1 Attention is drawn to the Accident Insurance Act 2000. The provisions of this Act shall apply.

#### 6.7.2 Leave Entitlement arising from a work related injury:

- (a) When the absence is on account of a work related injury by accident and earnings related compensation is payable to the employee, normal pay is to continue and the Faculty of Education is to obtain reimbursement from ACC.
- (b) Where the absence is on account of a non-work accident or illness leave with pay shall be:
  - a charge against sick leave for the first week;
  - and a proportionate charge against sick leave after the first week until the employee's sick leave entitlement has been exhausted. In extenuating/special circumstances additional or disregarded sick leave may be granted.

6.7.3 Sick leave without pay will be granted at the rate of one day a week up to a maximum of 52 weeks where an employee has sufficient sick leave entitlement to cover the period. In extenuating/special circumstances additional leave without pay may be granted.

## **6.8 Domestic Leave**

Where an employee must, because of an emergency, attend to a member of the household, who through illness becomes dependent on the employee, leave on full pay shall be granted as a charge against the employee's sick leave entitlement. This person will in most cases be the employee's child or partner, but may be another member of the employee's family or household/whānau.

## **6.9 Maternity Leave and Grant**

6.9.1 A woman who is employed either part-time or full-time for at least 10 hours per week for the preceding 12 months, will be eligible for maternity leave of up to twelve months (granted as leave without pay) for each birth and/or adoption that occurs whilst the employee is employed.

6.9.2 For an employee with less than one year's service, maternity leave of up to six months is to be granted.

### **6.9.3 Maternity Grant**

- (a) A maternity grant is payable to an employee on production of a birth certificate or evidence of an approved adoption placement, whether she is granted maternity leave without pay or resigns because of pregnancy or adoption.
- (b) The amount of the grant is six weeks' full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the employee was granted leave of absence or resigned.

6.9.4 Maternity leave is not to be granted as sick leave on pay or sick leave without pay. Maternity leave reduces annual leave entitlement. Employees who have been absent on leave without pay for more than two

weeks in any leave year shall have their annual and sick leave reduced proportionately. Annual leave due will not be required to be taken before the employee proceeds on maternity leave, but may be held over and taken when the employee returns to work. An application for maternity leave must be made at least one month before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.

#### 6.9.5 Return to Work

- (a) An employee returning from maternity leave is entitled to resume work in the same or similar position to that occupied at the time of commencing maternity leave.
- (b) An employee must give the employer at least one month's notice if it is her intention to return to work before maternity leave expires.
- (c) When an employee suffers a miscarriage or stillbirth a request to return to work early must be granted.

#### 6.10 Child Care Absence

An employee who resigned from the Faculty of Education to care for pre school children may apply for a vacant advertised position at the Faculty of Education under a preference of appointment provided that:

- the absence does not exceed four years from the date of resignation;
- they have not been in paid employment during that period;
- the position is one of equivalent or lower status to that held prior to resignation for childcare purposes.

#### 6.11 Parental Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all employees. At the time of the confinement of his/her partner an employee shall be granted at his/her request leave without pay of up to 14 days.

NOTE: This entitlement is inclusive of and not in addition to the special leave entitlement provided for in the Parental Leave and Employment Protection Act 1987.

#### 6.12 Bereavement/Tangihanga Leave

- 6.12.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has 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).

Subject to, but not limited by the Holidays Act 2003, in granting time off and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (a) The closeness of the association between the employee and the deceased. (This association need not be a blood relationship);
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort;
- (g) The unveiling of the headstone forms part of the Tangihanga.

6.12.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 6.12.1 above. This provision will not apply if the employee is on leave without pay.

NOTE: This entitlement is inclusive of and not in addition to the bereavement leave entitlement provided for in the Holidays Act 2003.

### **6.13 Special Leave**

Special leave of absence with or without pay may be granted to an employee on such terms and conditions as the employer may from time to time approve. Approval shall not be unreasonably withheld in the following circumstances:

- (a) Educational activities pertaining to an employee's work noting that:
  - (i) For travelling scholarships and fellowships leave without pay shall be granted unless this would create serious difficulties for the operational needs of the Faculty of Education;
  - (ii) Examination leave shall be on full pay for examinations for courses approved by the employer;

- (iii) For approved courses and conferences leave shall be on full pay.
- (b) Employees undertaking approved overseas educational exchanges shall continue to receive full pay for the period of exchange.
- (c) Involvement in recognised civil defence and search and rescue activities.
- (d) Cultural, community and sporting activities involving national or provincial representation.
- (e) Attendance at local authorities as a member.
- (f) Marriage of the employee.
- (g) Attendance at a school jubilee where the employee was previously a teacher.

#### **6.14 Leave for Family Reasons**

An employee may be granted leave for family reasons, with or without pay, in the following circumstances. Approval shall not be unreasonably withheld:

- (a) serious illness of a family member;
- (b) marriage of a close relative;
- (c) other important family occasions.

In administering this clause the employer shall apply the term "family" in a sensitive manner.

Travelling time may be allowed.

#### **6.15 Leave for Approved Statutory Authorities and Court Hearings**

An employer shall grant leave on full pay to an employee who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the employee from the authority shall be paid to the Faculty of Education:

- (a) Hearings of any Court, including the mediation and adjudication hearings of the Employment Tribunal.
- (b) University Councils.
- (c) Other educational statutory authorities.

## **PART 7: SALARIES**

### **7.1 Teaching Service for Salary Purposes**

Teaching service means service as an employee in a college of education and includes:

- (a) time spent in teaching including all paid holidays;
- (b) all periods of sick leave (with or without pay);
- (c) special leave without pay not exceeding three months in the aggregate in any college year or any longer period approved by the employer in a particular case;
- (d) such other periods as the employer may approve or allow.

### **7.2 Basis of Calculation**

- (a) The salaries of employees with tenure or limited tenure are paid fortnightly and the gross salary for a full pay period is calculated as 10/260ths of the annual salary rate for each fortnight or pro rata for part-time employees. For broken periods the calculation is the number of days due multiplied by the annual rate and divided by 260. Gross salary comprises all salary and allowances (temporary and permanent).
- (b) Staff employed on a day to day basis and part-time employees employed on an irregular basis, who are paid on an hourly rate and who are not required to attend meetings or undertake planning and other related duties expected of a full-time permanent lecturer, will be paid 1/1063rd of the annual salary payable to a full time staff member carrying out the same functions and responsibilities for each class contact hour. Holiday pay will be paid in addition to this hourly rate according to the provisions of sub clause 7.12.6.
- (c) Staff employed on a day to day basis and part-time employees employed on an irregular basis, who are paid on an hourly rate and who are required to attend the sorts of meetings and to undertake the sorts of planning and other related duties expected of a full-time permanent lecturer will be paid on a pro rata basis. This is calculated on the formula

$$\text{pro rata fortnightly salary for} = \frac{\text{actual hours/full time expected hours for same period} \times \text{fortnightly salary}}{\text{same period}}$$

where a full-time lecturer is expected to work 27 face to face hours per fortnight.

An hourly rate can be derived from this formula.

- (d) Staff employed solely to visit students on the practicum should be paid on the basis of salary/1063 per hour.

### 7.3 Salary Scales

#### 7.3.1

		<b>Effective 5/10/09</b>	<b>Effective 3/5/10</b>	<b>Effective 30/5/11</b>
Lecturer Entry Salary		2.0 % \$55,242 to \$78,855	1.8% \$56,236 to \$80,274	1.8% \$57,248 to \$81,719
Lecturer Salary	Step 2	\$80,608	\$82,059	\$83,536
Senior Lecturer	Step 1	\$83,768	\$85,275	\$86,810
	Step 2	\$86,140	\$87,691	\$89,269
	Step 3	\$88,512	\$90,105	\$91,727
	Step 4	\$91,671	\$93,321	\$95,001
	Step 5	\$94,603	\$96,306	\$98,040
Principal Lecturer	Step 1	\$94,831	\$96,539	\$98,277
	Step 2	\$102,737	\$104,586	\$106,469
Management Range (Minimum, Maximum by negotiation)		\$93,251	\$94,931	\$96,640
Visiting Lecturer (limited tenure up to two years)		by negotiation	by negotiation	by negotiation

### 7.4 Lecturer: Salary Scale

#### 7.4.1 Entry Salary of Lecturers

All new appointees to a lecturer's position will be employed at an entry salary that is \$2000 per annum higher than the appointee's salary in the position they held prior to appointment to the Faculty of Education, provided that:

- the entry salary shall not be less than \$56,236 per annum at 3 May 2010 and \$57,248 per annum at 30 May 2011.
- the entry salary shall not exceed \$80,274 per annum at 3 May 2010 and \$81,719 per annum at 30 May 2011.
- no new employee shall progress from the entry salary other than in terms of clause 7.4.2;

- (d) the salary of any part-time position held prior to the appointment shall be annualised;
- (e) Where an appointee is not in paid employment or comes from a position such as a research or teaching fellow which pays less than the appointee could expect to be paid if in full-time employment in the teaching service then the employer and the employee will negotiate an entry salary which includes the \$2000 and reflects previous teaching service salary.

#### 7.4.2 Progression to Lecturer Salary Step 2

The following criteria for promotion applies to permanent staff.

After one year's continuous service, the appointee will be entitled to apply for promotion to a position as Lecturer Step 2 at \$82,059 per annum at 3 May 2010 and \$83,536 at 30 May 2011 subject to meeting the following criteria. There will be no restriction on the number of employees who may be appointed to this step.

- (a) Qualification  
Degree Qualification
- (b) Teaching  
Effective teaching, effective execution of related duties (including course planning and/or design and development, course delivery, student assessment and course evaluation), and demonstrated ability to plan and deliver lectures suitable for delivery to a wide range of group sizes
- (c) Research  
Sustained momentum in the staff member's professional development and/or academic study in areas relevant to the staff member's teaching.
- (d) High quality research and development activity and a developing commitment to publication of its results, along with their application in teaching at the Faculty of Education and in whatever wider Faculty of Education contexts are appropriate to the discipline.
- (e) Professional Standing  
Effective contributions through professional activities to the Faculty of Education functions and operations closely related to the staff member's key duties (e.g. subject team meetings, semester team meetings, subject associations).

#### 7.4.3 Application of Criteria

- (a) Outstanding achievement in one or more of criteria (a) to (e) may remove the need for meeting criterion in 7.4.2 above.

- (b) Evidence of achievement of these criteria will be gathered by the applicant and, where appropriate, supported by colleagues, supervisors, student evaluations, Teaching Performance Profile (TPP) produced for the purpose by the UTDC, appraisals and other relevant material.
- (c) Evidence will not be accepted within 12 months of the staff member having been directed to use the personal professional time in accordance with 4.6.2(a).

## **7.5 Senior Lecturer Salary Scale**

### **7.5.1 Appointments and Promotions to Senior Lecturer Positions**

- (a) Senior lecturer positions will be created as required in particular areas, while seeking to maintain an even spread of positions across the Faculty of Education. The employer will also seek to maintain a ratio of lecturers to senior lecturers, principal lecturers and management of approximately 40:60.
- (b) All appointments to senior lecturer positions will be by advertisement with normal appointment procedures applying. A schedule of responsibilities will be produced by the employer. Notwithstanding the provision in clause 3.3(a) when the employer intends to promote from existing lecturing staff, the employer is only required to advertise internally.
- (c) The most suitable person for the position will be appointed provided that, where all other factors are equal, an internal applicant will be appointed. Where an internal applicant has been appointed it will be regarded as a promotion.
- (d) No fewer than five promotions to the senior lecturer scale will take place each year with the number being increased in response to improvements in the Faculty of Education productivity or financial position. These five guaranteed promotions will be available across the Faculty of Education while other promotions may be restricted to particular areas of the Faculty of Education to meet operational needs. Staff employed as senior lecturers may apply once per annum to progress to the next highest step of the senior lecturer scale.

### **7.5.2 The following criteria for appointment or promotion to the senior lecturer scale will apply to all applicants:**

- (a) **Qualifications**  
Post graduate degree/qualification.
- (b) **Teaching**  
Highly successful tertiary teaching experience (including course design and development, course delivery, assessment and evaluation), including leadership in the design and delivery of

lectures suitable for delivery to a wide range of group sizes including large (over 100) groups of students.

- (c) Research  
Sustained momentum in research and publication of its results, along with their application in teaching at the Faculty of Education and in whatever wider Faculty of Education contexts are appropriate to the discipline.
- (d) Professional Standing  
Ability to give leadership in a relevant area of teaching, research, scholarship, or curriculum design.
- (e) Standing in relevant subject or professional community.
- (f) Ability to contribute to the design and implementation of the Faculty of Education research programme.

#### 7.5.3 Application of the Senior Lecturer Appointment Criteria

- (a) Outstanding achievement in one or more of the criteria (b) to (f) may remove the need for meeting criteria (a) in 7.5.2 above.
- (b) Evidence of having met these criteria will be gathered by the applicant and, where appropriate, supported by colleagues, supervisors, student evaluations, Teaching Performance Profile (TPP) produced for the purpose by the UTDC, appraisals and other relevant material.

#### 7.5.4 Criteria for Promotion within the Senior Lecturer Scale

- (a) Qualifications  
Improved postgraduate qualifications
- (b) Teaching and Research  
Effectiveness of teaching, significance of research, and general quality of work.
- (c) Professional Standing  
Substantial contributions to the work of the Faculty of Education and to the wider professional and cultural communities in ways which utilise their professional and academic expertise.
- (d) Academic and professional leadership in relevant areas both within the Faculty of Education and in the relevant professional community.
- (e) Provision of advice leading to the improvement of significant areas of the Faculty of Education curriculum.

#### 7.5.5 Application of Senior Lecturer Promotion Criteria

- (a) Outstanding achievement in one or more of criteria (b) to (e) may remove the need for meeting criterion (a) in 7.5.4 above.
- (b) Evidence of having met these criteria will be gathered by the applicant and, where appropriate, supported by colleagues, supervisors, student evaluations, Teaching Performance Profile (TPP) produced for the purpose by the UTDC, appraisals and other relevant material.

### 7.6 Principal Lecturer Salary Scale

#### 7.6.1 Criteria for Appointment and Promotion

##### Application of Principal Lecturer Appointment and Promotion Criteria

- (a) These positions will be established at the discretion of the Pro Vice - Chancellor. Appointments will be advertised internally in the first instance then externally should a suitable candidate not be found. Appointees would be required to have a PhD or similar level qualification. Reasonable proximity to such qualifications will be considered.
- (b) The same criteria will be used for both appointments to the position and promotion to the second step of the scale.

#### 7.6.2

- (a) **Qualifications**  
Postgraduate degree(s) with ability to supervise research leading to theses in relevant areas.
- (b) **Research**  
Significance, extensiveness, and consistency of publication of research.
- (c) **Professional Standing**  
Standing in the relevant professional or academic community.
- (d) **Ability to provide general and specific academic leadership.**

### 7.7 Management Salary Scale

7.7.1 Management staff upon appointment will be placed at any point within the appropriate upper and lower salary limits in the management salary range.

7.7.2 A job description for each position will be provided by the employer.

7.7.3 Progression within the range will be according to a performance agreement and annual performance appraisal between the employer and employee.

## **7.8 Special Duties Allowances**

7.8.1 A range of Special Duties Allowances will be available to Lecturers, Senior Lecturers and Principal Lecturers.

Special Duties Allowances: \$1,000 - \$7,000

7.8.2 These allowances will be for duties/responsibilities significantly beyond those contained in the generic job description for the level of appointment of the staff member. (lecturer, senior lecturer or principal lecturer) The level the allowance will be paid at will reflect the nature and level of duties undertaken.

7.8.3 These allowances will be for a fixed term with the incumbents receiving a letter from the Faculty of Education setting out the commencing and finishing dates the allowance is to be paid. At least one month before the cessation date the staff member will receive a letter notifying the staff member whether or not the allowance is to continue.

## **7.9 Application of Criteria: General**

7.9.1 A working party to review the operation of the appointment and promotion policy will be convened at the written request of either party.

7.9.2 Evidence for promotion and appointment on the lecturer, senior lecturer and principal lecturer scales will be assessed by an Appointments and Promotions Committee established according to Faculty of Education policy. The Faculty of Education branch of TEU will be represented on any Appointments and Promotions Committee.

7.9.3 Where an employee can demonstrate that they have not been able to use either research and development time, or personal professional time, for either research or professional development because of other workload pressures, this will be taken into account when the criteria contained in clauses 7.4.2, 7.5.2 and 7.5.5 are applied.

7.9.4 Lecturers and senior lecturers may apply in an annual round for promotion or progression. That round will take place on or about two weeks after the end of the first semester.

## **7.10 Payment of Salary**

7.10.1 An employee is entitled to payment of salary from the day of commencing duty until the day on which duties cease subject to the following:

- (a) payment includes the periods covered by statutory holidays, annual leave and other approved leave with pay;
- (b) holiday pay on resignation with deductions for periods of leave without pay.

- 7.10.2 Salary shall be direct credited fortnightly to a bank account nominated by the employee or by such other method arranged with the employer.
- 7.10.3 Employees shall provide a bank account number to the employer for this purpose. Each employee, on request, shall be supplied with a statement showing details of earnings and any deductions.
- 7.10.4 On each occasion that an employee's earnings or payroll details change, the employee shall be supplied with a statement showing the change.
- 7.10.5 Payment for holiday periods may combine more than one pay period.

#### **7.11 Disbursement of Deductions**

Provision can be made for payments for superannuation deductions, Public Service Investment Society, group insurance deductions, Education Benevolent Society, employee organisation subscriptions, and such other disbursement which are agreed, to be paid direct to the respective funds by the employer.

#### **7.12 Holiday Pay**

- 7.12.1 For employees with short service holiday pay shall be on the basis of 10.64% of the period of service, less any leave taken.
- 7.12.2 If an employee has been granted leave without pay, other than sick leave, in excess of five Faculty of Education days during any Faculty of Education year, the total holiday pay due is reduced in proportion to the total period of leave without pay.
- 7.12.3 No deduction is to be made from holiday pay for periods of sick leave without pay or accident leave without pay for periods not exceeding three months (90 days) in any one Faculty of Education year. Where the total leave is in excess of three months the deduction is based on the period subsequent to the three months. To receive holiday pay for periods of sick leave without pay, an employee must first have used his/her current sick leave entitlement.
- 7.12.4 An employee receiving higher duties allowance, at the time of taking annual leave shall receive holiday pay calculated on the higher salary for the period so employed.
- 7.12.5 For holiday pay purposes, service comprises all paid service including weekends and statutory holidays, but not annual leave. Calculation of holiday pay is made to the nearest day and when a half-day is involved the calculation is made to the benefit of the employee.
- 7.12.6 For employees on an hourly rate holiday pay shall be calculated on the basis of 10.64% of the hourly rate established in subclause 7.2(b), and shall be paid at the end of any period of employment or immediately prior to any holidays taken by the employee.

7.12.7 Upon cessation of employment employees will be paid for any accrued leave at the rate of  $1/260^{\text{th}}$  of their annual salary for each day of leave owing.

## **PART 8: ALLOWANCES AND EXPENSES**

### **8.1 Travelling Allowance**

An employee required to travel within New Zealand on official business shall be paid a travelling allowance as follows:

- (a) Accommodation - reimbursement of accommodation costs on an actual and reasonable basis; Actual and reasonable expenses are payable instead.
- (b) Meals - for each period of 24 hours a living allowance of \$68.21 from 3 May 2010 (\$69.44 from 30 May 2011) will be paid when an employee is required to be away from the normal place of residence. For each period of 12 hours or more, a living allowance of \$34.10 from 3 May 2010 (\$34.71 from 30 May 2011) will be paid. If an employee stays privately, the living allowance will be increased to \$88.57 from 3 May 2010 (\$90.16 from 30 May 2011) to include accommodation expenses.

Travelling allowance is not payable when the employee leaves and returns to the Faculty of Education or home on the same day. Actual and reasonable expenses are payable instead.

### **8.2 Meal Allowance**

For the purpose of this clause workplace means the Faculty of Education or location to which the employee is normally attached.

Meal hours are normally one hour in the period 12:00 - 2:00pm; and one hour in the period 6:00 - 7:00pm.

A meal allowance of \$15.27 from 3 May 2010 (\$15.54 from 30 May 2011) shall be payable in the following circumstances:

- (a) When absence from the workplace over the lunch break is not a common occurrence, and warning was not given on the previous working day that the employee would need to be absent from the workplace over the lunch break.
- (b) When by reason of attention to official duties an employee's return to the workplace at the end of the day is delayed unduly.
- (c) Where attendance at approved meetings held outside normal Faculty of Education hours prevents the employee returning home for the evening meal.
- (d) When the employee is undertaking scheduled teaching duties which span two meal breaks and at least two hours additional teaching is worked after the second meal break.

- (e) Where the employee is undertaking scheduled teaching duties at the weekend and at least two hours additional teaching is worked after a meal break.

Under the circumstances set out in (d) and (e) above a meal must actually be purchased.

### **8.3 Field Allowance**

A field allowance of \$12.48 from 3 May 2010 (\$12.70 from 30 May 2011) is payable when an employee is required to attend field work activity where this involves the employee being absent from the Faculty of Education for more than one complete day. This allowance is paid in addition to allowances payable under clause 8.1.

### **8.4 Morning and Afternoon Tea**

Employees are entitled to a mid-morning and a mid-afternoon break.

Free morning and afternoon tea shall be provided by the employer.

### **8.5 Expenses Incurred in the Use of Private Motor Vehicles**

A motor vehicle allowance at the rate specified by the Inland Revenue Department shall be reimbursed to employees required to use their own vehicles for official Faculty of Education business.

1- 5,000km per annum: \$0.70/km

5,001 km and above Actual vehicle expenses

The motor vehicle allowance rates in this agreement will be adjusted by movement in the published Inland Revenue Department rates to take effect from the beginning of the month following publication

### **8.6 Use of Rental Vehicles**

Where an employee is required to use a rental vehicle it is the employer's responsibility to ensure the rental vehicle is available from and can be returned to the Faculty of Education or location to which the employee is normally attached.

If the safety of an employee cannot be guaranteed in transferring from a rental vehicle to their own vehicle then the employee shall be entitled to retain the rental vehicle overnight.

### **8.7 Expenses Incurred in Attendance at Courses**

Actual and reasonable travel and accommodation expenses shall be met for employees who attend courses directly related to their subject or special area of teaching subject to the prior approval of the employer.

**8.8 Subscriptions to Professional Associations**

The employer will approve full reimbursement of a subscription to a professional association other than the employee's union if the employee can show that it is essential to belong to that association. This includes payment for NZTC practising certificate payments.

**8.9 Transport Assistance**

8.9.1 A transport assistance allowance as set out in 8.9.2 may be paid to employees who are required to travel to and from work at times when public transport which is available during normal working hours is not available (normal hours are Monday to Friday 8:00am to 5:00pm) under the following conditions:

- (a) travel must be within the public transport boundary system;
- (b) the return journey is payable;
- (c) no allowance is payable when public transport is available to enable employees to arrive at or leave the Faculty of Education within 30 minutes of the commencement or finish of duty.

8.9.2	Shortest Distance between Employee's Home and Place	Allowance for Return Trip of Work	
	km	\$ (3/5/10)	\$ (30/5/11)
	2-4	1.60	1.63
	4-6	2.31	2.35
	6-8	3.12	3.18
	8-10	3.83	3.90
	10-12	4.64	4.72
	12-14	5.40	5.50
	14-16	6.14	6.25
	16 and over	6.55	6.67

**8.10 Miscellaneous Expenses**

An employee shall be reimbursed actual and reasonable expenses as the employer may approve.

- (a) temporary relocation from usual place of work where additional travelling costs are incurred.
- (b) such other expenses as approved by the employer.

**8.11 Transfer Expenses**

An employee already employed by the Faculty of Education who transfers to a position in a different housing district, or at the request of the employer, or transfers in the course of promotion within the Faculty of

Education, shall be paid actual and reasonable costs of relocation on the basis that the employee should not suffer any loss in respect of expenses incurred as a result of the transfer. Payment of costs to include where relevant:

- provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
- packaging, freight and storage of furniture and personal effects;
- travel costs for the employee's immediate family and other dependent members of the household;
- legal fees and land agents commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
- any penalty attached to the early repayment of the mortgage.

Where transfer expenses are paid the maximum payment shall be \$25,000.00.

In any case other than those specified above, a payment towards relocation expenses may be made by agreement at the time of making the appointment.

#### **8.12 Compassionate Grant**

A compassionate grant of one eighth of an employee's salary will be paid to a surviving partner, or, if there is no surviving partner, to dependent child(ren) of any permanent employee who dies while employed at the Faculty of Education.

#### **8.13 Higher Duties Allowance**

An employee who relieves in a position in a higher responsibility level shall be paid a higher duties allowance as assessed by the employer, subject to the following provisions:

- (a) The employee must perform the extra duties and undertake the responsibilities of the higher position for a qualifying period of 21 working days, comprising:
  - (i) one continuous period;
  - (ii) any combination of periods of five working days or more totalling 21 working days in any period of 12 months.
- (b) Although not counting as part of the qualifying period, vacations and leave do not interrupt the qualifying period if the employee goes back to the higher position immediately after the vacation or the leave.

- (c) The temporary appointment is not a long-term relieving one made, after advertisement, in accordance with the usual procedure for permanent appointments.
- (d) During the period of higher duties employees are entitled to receive any increments due on their substantive scale but cannot earn increments in the temporary higher scale. When an increment on the substantive salary scale falls due the increment is applied to the substantive salary and the higher duties allowance adjusted accordingly.

## **PART 9: CHANGE MANAGEMENT**

### **9.1 Intent of Provisions**

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of these provisions.

Both parties recognise that the economic conditions in which the Faculty of Education operates may make reduction in salary expenditure essential for the continued viability of the Faculty of Education and the continued employment of staff.

### **9.2 Review and Consultation**

In accordance with the principles contained within this section, the National Secretary of TEU will be advised in writing by the employer prior to the commencement of any reviews of the whole, or part, of the Faculty of Education organisational structure or functions which may result in significant changes to either the structure, staffing or work practices affecting existing employees and will provide the Association with an opportunity to be involved in the review.

The objectives of this part are as follows:

- (a) to provide a procedure for the reduction of staff numbers if a redundancy situation is identified by the employer;
- (b) to ensure that opportunities for retraining and redeploying staff are explored and that, where possible and where this would not harm the operational needs of the Faculty of Education, staff reductions are achieved by voluntary severance;
- (c) to provide an agreed formula for the compensation of any employee who accepts voluntary severance or is declared redundant.

### **9.3 Definition**

“Redundancy” means a situation where an employee’s employment is terminated by the employer, the termination being attributable, wholly or mainly, to the fact that the employee’s position is, or will become, superfluous to the needs of the employer.

### **9.4 Procedures**

- 9.4.1 The employer will advise the National Secretary of TEU and any potentially affected employees who are party to this agreement of any impending redundancy situation four weeks prior to issuing notice of termination to the affected employees.

- 9.4.2 At the time of giving notice under clause 9.4.1 the employee shall be provided with full details of the redundancy situation identified (including the positions identified) and the reasons for redundancy in writing.
- 9.4.3 The employer will enter into discussions with potentially affected employees and the TEU nominee relating to the redundancy situation identified. How internal transfers and/or training may be undertaken to facilitate achievement of the objective of voluntary severance and the objective of exploring opportunities for retraining and /or redeployment will also be discussed.
- 9.4.4 Two weeks after the notice given pursuant to clause 9.4.1 the employer shall call for volunteers for severance from the sections of the Faculty of Education identified.
- 9.4.5 If insufficient volunteers are available the employer may, at the expiration of the four week period and after consultation with TEU, declare employees redundant on the basis of criteria established after consultation with TEU.

## **9.5 Criteria for Severance**

Any redundancy situation may be identified on a sectional or classification basis and any severance (accepted if voluntary and declared if compulsory) shall recognise the employer's need to retain necessary skills, knowledge, and experience.

## **9.6 Period of Notice**

The period of notice given to any employee declared redundant shall be the period specified in clause 3.7.1

## **9.7 Notification**

The employer shall provide the National Secretary of TEU with the positions and names of the employees declared redundant.

## **9.8 Severance Compensation**

Compensation payments shall be paid to employees whose employment is terminated due to redundancy in accordance with the following schedule.

- 9.8.1 Payment will be made in accordance with the following:
- (a) for up to three years' continuous service 10 weeks' ordinary pay;
  - (b) for three to five years' continuous service 15 weeks ordinary pay;
  - (c) for over five years' continuous service 23 weeks' ordinary pay

## **9.9 Rights of Redundant Employees**

- 9.9.1 An employee whose employment is to be terminated under this agreement shall be given reasonable time off, without loss of pay, to attend interviews for alternative employment.
- 9.9.2 The employer will supply written references to any redundant employee whose employment is being terminated.
- 9.9.3 The employer will arrange counselling services if requested and will take all reasonable steps to assist employees in finding alternative employment.
- 9.9.4 A redundant employee whose employment is being terminated and who finds alternative employment during the notice of termination may, with the consent of the employer, terminate their employment before the expiry of the period of notice. The employee will not forfeit entitlement to redundancy compensation. The employer's consent in such circumstances will not be withheld unreasonably.

## **9.10 Leave and Other Entitlements**

Payment of annual leave and any other entitlements under this agreement shall be calculated up to the date of termination on a pro rata basis.

- 9.10.1 An employee who is declared surplus and who is on maternity leave, absence due to extended illness and/or Accident Compensation shall be entitled to the severance compensation prescribed in this agreement

## **9.11 Employees with Limited Tenure**

- 9.11.1 For employees with limited tenure payment shall be for the remainder of the term of the tenure.

## **9.12 Definition of Continuous Service**

- 9.12.1 For employees last appointed by Wellington College of Education on or since 01 July 1990 continuous service means continuous service with the Wellington College of Education.
- 9.12.2 For employees appointed by their employer before 01 July 1990 continuous service means continuous service with the Wellington College of Education, with one or more College of Education employers, and with one or more of the following services:
- (a) the Education service within a state primary, secondary, or area school;
  - (b) a teacher employed by the Director General of Education or as a teacher employed in public service institutions;

- (c) a teacher under the controlling authority of a Free Kindergarten Association;
- (d) a teacher in the Cook Islands, Western Samoa, Niue or under any scheme of co-operation with the Government of Fiji or the Government of Tonga;
- (e) a teacher in an integrated school provided that the teacher was employed at or after the date of integration;
- (f) a psychologist with the Department of Education Psychological Service.

9.12.3 Periods of approved leave without pay shall not be considered to break a period of continuous service but will be discounted in calculating the number of years of continuous service.

9.12.4 Periods of absence without pay for up to five years for the purposes of childcare (which may include maternity leave) and parental leave will not be considered to break a period of continuous service but will be discounted in calculating the number of years continuous service.

### **9.13 Sale, Transfer or Contracting Out**

Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by 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.

The employer shall act in good faith at all times and shall consult with TEU representatives and employees affected as early as possible. In addition to transfer to the transferee, the option of redeployment within the University will be considered.

In the event that an affected employee does not transfer to the transferee, the relevant provisions in this Part will apply, provided that, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee if entitlements accrued by way of service with the employer are continued with the transferee.

## **PART 10: PROCEDURES FOR THE SETTLEMENT OF GRIEVANCES AND DISPUTES**

- 10.1 The Employment Relations Act 2000 provides effective means for employees to bring relationship problems to the attention of management. A formal employment relationship problem resolution process has been established for the benefit and use of employees.

At any stage, you are entitled to have a representative working on your behalf. If you do, we will work with you and your representative to try and resolve the problem. We can also choose to have a representative working on our behalf.

- 10.2 **Employment Relationship Problems**  
Employment relationship problems include personal grievances, disputes, and any other problem relating to or arising out of an employment relationship. Employment relationship problems do not include any problems with the fixing of new terms and conditions of employment.

- 10.3 Examples of employment relationship problems include: personal grievances; disputes; claims of unpaid wages, allowances and holiday pay. This list is not exhaustive.

- 10.4 **Tell us First**  
If you think you have a problem in your employment, you must let us know immediately, so we can try and resolve it with you as soon as possible. In some cases there is a time limit in relation to the raising of a problem – see “Personal Grievances”.

- 10.5 Employees should observe the following guidelines:
- Step 1 Any relationship problem must be notified in writing to your immediate supervisor.
- Step 2 Your supervisor will attempt to resolve the problem and should respond within two working days in writing, describing the steps to correct the problem.
- Step 3 If your supervisor cannot resolve the problem, the supervisor will submit a written response to the Human Resources Manager for review. The Human Resources Manager will follow the problem through to its final resolution.

If you do not feel comfortable submitting the employment relationship problem directly to your supervisor you may submit it directly to the Human Resources Manager. The Human Resources Manager will then write out the problem and discuss it with your supervisor before taking the problem through to its final resolution.

- 10.6 If the problem is not resolved once the above steps have been followed, you may request mediation assistance or determination of the problem under the Employment Relations Act. A copy of this Act is available from the Human Resources Manager upon request.

- 10.7 Both parties may agree to submit an employment relationship problem to arbitration.
- 10.8 **Mediation Services**  
Either party to the employment relationship may contact mediation services for free assistance. The mediator will help us resolve the problem and will only sign the agreed terms of settlement if both parties request this.
- 10.9 If the problem is not resolved to your satisfaction during the mediation or arbitration, then you can apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you might want to have someone representing you at this stage.
- 10.10 The Authority will investigate the problem, and make a decision. Either party can appeal this decision to the Employment Court and then to the Court of Appeal.
- 10.11 **Personal Grievances**  
You must raise any grievance, orally or in writing, with the Human Resources Manager so that we know what the grievance is about. You must take reasonable steps to make sure that we are aware of your personal grievance. We can then respond to your claim.
- 10.12 If you believe you have a personal grievance (unjustified dismissal, unjustifiable disadvantage, discrimination, duress, sexual or racial harassment), you must raise this with us within 90 days beginning with the date of the alleged action giving rise to the grievance, or coming to your notice, whichever is the later.
- 10.13 If you raise your grievance out of time, we can choose to accept the late grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

## **PART 11: INDUSTRIAL DEMOCRACY**

### **11.1 Access to Agreement**

This agreement shall be made readily available to all employees on an accessible drive on the local area network.

### **11.2 Equal Employment Opportunities**

The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Sections 56 and 58 of the State Sector Act.

### **11.3 Union Rights**

#### **11.3.1 Recognition of the Union**

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

#### **11.3.2 New Employees**

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

#### **11.3.3 Fee Deductions**

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

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

#### **11.3.4 Right of Access**

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

### **11.3.5 Union Meetings**

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

### **11.4 Access to Personal Files**

Employees shall have access to their personal file in accordance with the provisions of the Privacy Act 1993.

### **11.5 Bargaining Agent Recognition**

Subject to the Employment Relations Act 2000 the employer agrees to recognise TEU as the collective bargaining agent for the employees covered by this agreement for whom TEU is their bargaining agent.

### **11.6 Employment Relations Leave**

- (a) TEU and the employer agree to an exchange of letters each leave year to establish the quantum of, and arrangements for, leave available to elected representatives of TEU for union business.
- (b) Leave on pay may be granted to any member appointed by the Association to represent it on or at:
  - (i) any statutory or administrative body upon which the Association is entitled to be represented;
  - (ii) any meeting between the employer party and the Association;
  - (iii) any meeting called between a Minister of the Crown and the Association.

In these circumstances approval shall not be unreasonably withheld.

- (c) Leave without pay may be granted to an Association member to enable the person to participate in the affairs of the Association, not being business for which there is an entitlement to leave above.

**11.7 Employment Relations Education Leave**

TEU members shall be entitled to Employment Relations Education Leave in accordance with Part 7 of the Employment Relations Act 2000.

**11.8 Support for TEU Branch Chair**

Reasonable support will be provided by the Faculty of Education to the TEU Branch Chair to allow duties associated with this position to be fulfilled.

## **PART 12: MISCELLANEOUS**

### **12.1 Savings**

- (a) The terms and conditions contained within this agreement are deemed to supersede any terms and conditions applying to employee parties at the effective date of this agreement
- (b) Where it can be demonstrated that any conditions applying at the effective date have been inadvertently omitted from this agreement such conditions shall be deemed to still apply and shall be the subject of further discussions among the parties.

### **12.2 Letters of Understanding**

From time to time the employers and the Association will reach administrative agreements by exchange of letters.

### **12.3 Variation Clause**

This agreement may be varied during its term by agreement in writing between the parties.

**SIGNATORIES**

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

\_\_\_\_\_  
Annemarie de Castro  
Director, Human Resources

\_\_\_\_\_

Signed on behalf of the Tertiary Education Union:

\_\_\_\_\_  
Sharn Riggs  
National Secretary, TEU

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