

TE WHARE WĀNANGA O TE ŪPOKO O TE IKA A MĀUI



VICTORIA
UNIVERSITY OF WELLINGTON

COLLECTIVE AGREEMENT

for

SCHOOL SUPPORT SERVICES EMPLOYEES

1 January 2009 to 28 February 2009

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PART 1 - Coverage/Term of Agreement

1.1 PARTIES TO 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:

- (a) **Employer:**
The Vice-Chancellor and Chief Executive of Victoria University of Wellington (hereafter referred to as the "Employer"); and
- (b) NZEI Te Riu Roa;

1.1.3 Coverage

This agreement is applicable to employees who are employed as advisers whose primary function is to provide school support services in curriculum, school administration and management, and reading recovery.

1.2 VARIATION OF AGREEMENT

1.2.1 The provisions of this Agreement may be varied at any time by written agreement between the parties.

1.3 TERM OF AGREEMENT

This Agreement shall come into effect on 1 January 2009 and shall expire on 28 February 2009.

1.4 DEFINITIONS

- (a) "Employer" means the Vice-Chancellor and Chief Executive.
- (b) "College" means the College of Education
- (c) NZEI TE RIU ROA means NZ Educational Institute.
- (d) "Annual Workplan" is the document that records the agreed advisory (and where appropriate lecturing) 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 intended and approved research.

PART 2 - Terms of Appointment

2.1 APPOINTMENTS

2.1.1 All persons appointed to positions covered by this Agreement will be appointed either:

- (a) with tenure;
- (b) with limited tenure, ie for a term of fixed duration, to undertake specific fixed term tasks or 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 that same genuine reason a decision is made not to extend, there should be no expectation of further employment at the end of that period.

2.1.2 Employees with limited tenure:

- (a) shall be employed on salary and working conditions no less favourable than those contained in this Agreement if employed for a period of up to one year while continuing to hold a permanent position in a primary or secondary school retain their primary or secondary teaching conditions as appropriate, for the purpose of leave and holiday pay.
- (b) In setting the salaries of limited tenured employees the salary scales of the Collective Agreement will be used wherever possible, and the spirit and intent of the scales will not be undermined.

2.1.3 Appointments to a position under 2.1 may be either:

- (a) full-time; or
- (b) part-time

2.1.4 Advertising of Positions

- (a) All tenured positions and positions of more than 12 months duration and more than 0.5 of full time shall be advertised nationally.

2.1.5 Part-time Employees

Part-time employees are entitled to the same conditions of employment as full-time employees provided that:

- (a) Salaries and allowances 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.

2.2 CONFLICT OF INTEREST

The employee shall consult with the employer prior to engaging in any activities likely to conflict with the best interests of the College.

PART 3 - Terms of Employment

3.1. HOURS OF WORK

The normal hours of work for advisers shall be on average 37 hours 30 minutes per week, worked on an agreed, flexible time system.

3.2 COMPENSATORY LEAVE

If the employee is required to work beyond the normal hours of work in any week the employee may adjust the starting and/or finishing times of any day with the next week, taking into account the operational needs of the College.

3.2.1 Where an employee is required by the employer to work beyond the normal hours of work and is unable to adjust their start and finish time as per clause 3.2 then the employee shall be entitled to compensatory leave

3.2.2 Compensatory leave equivalent to actual time worked must be approved in advance and taken within 20 working days except in exceptional circumstances.

3.3 ANNUAL WORKPLAN

The Annual Workplan shall be prepared in relation to the Business Plan and the specific nature of School Support Services annual contract. The employee shall prepare a draft outline of the annual workplan by the end of the preceding year. The annual workplan will be confirmed by the employee and the employee's supervisor no later than the end of February. The confirmed Annual Workplan may have details added and/or be amended through negotiation during the year, having regard for the operational needs of the College and the development 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 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 advising duties, including Personal Professional Time and Research Time;
- c the annual leave entitlement of the employee;
- d the need to maintain an equitable, reasonable and safe workload for the employee.

3.4 SALARY SCALES from 1 July 2007 (+2.2%)

Adviser Entry Salary		\$	50,183	to	\$	71,633
Adviser Salary	Step	2	73,225			
Senior Adviser		1	76,096			
		2	78,250			
		3	80,404			
		4	83,276			
		5	85,939			
Principal Adviser/Lecturer		1	86,146			
		2	93,328			
Visiting Adviser (limited tenure up to 2 years)					by negotiation	

SALARY SCALES from 1 January 2008 (+ 3%)

Adviser Entry Salary		\$	51,688	to	\$	73,782
Adviser Salary	Step	2	75,422			
Senior Adviser		1	78,379			
		2	80,598			
		3	82,816			
		4	85,774			
		5	88,517			
Principal Adviser/Lecturer		1	88,730			
		2	96,128			
Visiting Adviser (limited tenure up to 2 years)					by negotiation	

SALARY SCALES from 1 July 2008 (1.53%)

Adviser Entry Salary		\$	52,479	to	\$	74,911
Adviser Salary	Step	2	76,576			
Senior Adviser		1	79,578			
		2	81,831			
		3	84,083			
		4	87,086			
		5	89,871			
Principal Adviser/Lecturer		1	90,088			
		2	97,599			

SALARY SCALES from 1 January 2008: The parties will meet on or about November 1 2007 to review the proposed salary scales for January 2008. The parties

will consider:

- (a) The financial position of the College
- (b) The Consumer Price Index
- (c) Any other factors the parties may table.

The proposed salary scales will not be adjusted downward.

3.5 **Entry Salary of Advisers**

All new appointees to an adviser'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 College, provided that:

- a the entry salary shall not be less than \$49,103 from 1 January 2007 (\$50,183 from 1 July 2007, \$51,688 from 1 January 2008)
- b the entry salary shall not exceed \$70,091 from 1 January 2007 (\$71,633 from 1 July 2007, \$73,782 from 1 January 2008)
- c no new employee shall progress from the entry salary other than in terms of clause 3.5
- 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.

3.6 **Progression to Adviser Salary Step 2**

The criteria for promotion are:

After one year's service, permanent appointees will be entitled to apply for promotion to a position as Adviser Step 2 subject to meeting the following criteria. There will be no restriction on the number of employees who may be appointed to this step.

Qualification

- (a) Degree Qualification or equivalent

Advising work with teachers and schools

- (b) Effective work as an adviser, effective execution of related duties, and demonstrated ability to plan and deliver effective advisory services to schools.

Research

- (c) Sustained momentum in the staff member's professional development and/or academic study in areas relevant to the staff member's work as an adviser.
- (d) High quality research activity and a developing commitment to publication of its results, along with their application in advisory work or teaching at the College and in whatever wider College contexts are appropriate to the discipline.

Professional Standing

- (e) Effective contributions through professional activities to the College functions and operations closely related to the staff member's key duties (eg subject team meetings, advisory team meetings).

3.6.1 Application of Criteria

- (a) Outstanding achievement in one or more of criteria (b) to (e) may remove the need for meeting criterion (a) in 3.6 above.
- (b) Evidence of achievement of these criteria will be gathered by the applicant and, where appropriate, supported by colleagues, supervisors, teacher evaluations, 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 4.2(a)

3.7 Senior Adviser Salary Scale

3.7.1 Appointments and promotions to Senior Adviser positions

- a Senior Adviser positions will be created as required in particular areas, while seeking to maintain an even spread of positions across the College.
- b All appointments to Senior Adviser 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 2.1.5, when the employer intends to promote from existing advising 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.

3.7.2 The following criteria for appointment or promotion to the Senior Adviser scale will apply to all applicants.

Qualifications

- (a) Post graduate degree/qualification.

Advising work with teachers and schools

- (b) Highly effective work as an adviser, including leadership in the design and delivery of advisory packages to schools.

Research

- (c) Sustained momentum in research and publication of its results, along with their application in advising on behalf of the College and in whatever wider College contexts are appropriate to the discipline.

Professional Standing

- (d) Ability to give leadership in a relevant area of advising, research, scholarship, or curriculum design and delivery.
- (e) Standing in relevant subject or professional community.
- (f) Ability to contribute to the design and implementation of the College's research programme.

3.7.3 Application of the Senior Adviser Appointment Criteria

- (a) Outstanding achievement in one or more of the criteria (b) to (f) may remove the need for meeting criteria (a) in 3.7.2 (a) above.
- (b) Evidence of having met these criteria will be gathered by the applicant and, where appropriate, supported by colleagues, supervisors, teacher/school evaluations, appraisals and other relevant material.

3.7.4 Promotion to and progression within the Senior Adviser Scale

No fewer than 2 promotions to the senior adviser scale will take place each year with the number being increased in response to improvements in the College's productivity or financial position. Staff employed as a Senior Adviser may apply once per annum to progress to the next highest step of the Senior Adviser scale.

3.7.5 Criteria for Promotion within the Senior Adviser Scale

Qualifications

- (a) Improved postgraduate qualifications
Advising and research
- (b) Effectiveness of advising, significance of research, and general quality of work.

Professional Standing

- (c) Substantial contributions to the work of the College 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 college and in the relevant professional community.
- (e) Provision of advice leading to the improvement of significant areas of the College's advisory work and services.

3.7.6 Application of Senior Adviser Promotion Criteria

- 1 Outstanding achievement in one or more of criteria (b) to (e) may remove the need for meeting criterion (a) in 3.7.5 above.

- 2 Evidence of having met these criteria will be gathered by the applicant and, where appropriate, supported by colleagues, supervisors, teacher/school evaluations, appraisals, and other relevant material.

3.8 Principal Adviser Salary Scale

3.8.1 Criteria for Appointment and Promotion

Application of Principal Adviser Appointment and Promotion Criteria

- (a) These positions will be established at the discretion of the Chief Executive (from 1 January 2005 Pro-Vice Chancellor, Education).
- (b) Vacancies 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.

3.8.2 Qualifications

- (a) Postgraduate degree(s) with ability to supervise research leading to theses in relevant areas.

Research

- (b) Significance, extensiveness, and consistency of publication of research.

Professional Standing

- (c) Standing in the relevant professional or academic community.
- (d) Ability to provide general and specific academic leadership.

3.9 Special Duties Allowances

- 3.9.1 A series of Special Duties Allowances will be available to Advisers and Senior Advisers.

Special Duties Allowances: \$1,000; \$2,000; \$3,000; \$4,000; \$5,000, \$6,000, \$7,000

- 3.9.2 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 (Adviser, Senior Adviser.) The level the allowance will be paid at will reflect the nature and level of duties undertaken.

- 3.9.3 These allowances will be for a fixed term with the incumbents receiving a letter from the College 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 notification as to whether or not the allowance is to continue.

3.10 Application of Criteria: General

- 3.10.1 A working party to review the operation of the appointment and promotion policy will be convened at the written request of either party.
- 3.10.2 Evidence for promotion and appointment on the adviser and senior adviser scales will be assessed by an Appointments and Promotions Committee established according to College policy. Advisers employed by the Wellington College of Education will be represented on any Appointments and Promotions committee.
- 3.10.3 Advisers and senior advisers may apply in an annual round for promotion or progression. A progression round is guaranteed each year. A promotion (i.e. movement from adviser to senior adviser) round will occur under the conditions described in 3.7.4. The rounds will take place on or about 12 April each year for progression and October each year for promotion.
- 3.10.4 Salary for employees with tenure or limited tenure are paid fortnightly.

3.11 ALLOWANCES AND EXPENSES

The following shall be paid as specified in Appendix A:.

- (a) Higher Duties Allowance
- (b) Professional Association Subscriptions. In addition the employer will pay Teacher Registration fees such as those required for the renewal of practising certificates.
- (c) Professional Development courses and conferences
- (d) Overnight Allowance
- (e) Meal Allowance
- (f) Motor Vehicle Expenses

3.12 NOTICE OF TERMINATION

Two months' notice of termination of employment shall be given by either party, but this may be varied by mutual agreement.

3.13 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 Wellington College of Education.

3.14 PROVISION OF TRANSPORT

Employers shall provide employees who are required to travel to carry out their official duties, with appropriate transport. The term appropriate transport in this clause includes use of public transport, employer provided vehicles, taxis, rental cars, and also payment of equivalent fares or motor vehicle allowance in terms of Appendix

A of this Agreement, when it is agreed by the employer and employee that the employee shall use their own vehicle. Refer page 29 Appendix A (f).

3.15 MORNING AND AFTERNOON TEA

Employees are entitled to a mid-morning and mid-afternoon break. Free morning and afternoon tea shall be provided by the employer.

3.16 SUPERANNUATION

From 1 January 2005, employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that Scheme.

PART 4 - Leave

4.1 ANNUAL LEAVE

4.1.1 Leave year shall be 1 February to 31 January.

4.1.1 (a) entitlement shall be 25 days per year

4.1.1 (b) In addition to (a) an employee shall be entitled to 5 days of College leave to be taken over Christmas/New Year when the college is closed

4.1.1 (c) Leave is to be taken at a time where there will be minimum disruption to the College.

4.1.2 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 the day after, and Wellington Anniversary Day.
- (b) The Parties are bound by the Holidays Act 2003. The Act requires that: If the employee does not work on a Public holiday and that 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.

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

4.1.3 Employees may carry over up to five days annual leave per year

4.1.4 Annual leave entitlements will be on a pro-rata basis for employees who work less than full-time or a full-year.

4.2 PERSONAL PROFESSIONAL TIME

Within the annual workplan, advisers shall have 15 working days each year set aside as personal professional time. Personal and professional time must be relevant to the employee's professional development goals/objectives documented in the Annual Workplan.

Personal Professional time can be used at the employee's discretion providing it is:

- planned for having regard to the operational requirements of the College;
- taken within the year of allocation

These days will be on a pro rata basis for employees working less than full time or a full year.

The employer may require an employee to use this time for the following specified activities:

- a When an employee is identified by the College's formal review and appraisal procedures 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 5 days in the first year of employment may be used for induction purposes.

4.3 RESEARCH TIME

Within the Annual Workplan permanent employees shall be entitled to 10 days for research, which may be taken as half days. The College will continue to assist staff to become research active in their discipline(s).

- (a) Research shall pertain to the employee's fields of professional expertise or to a field which the employee can demonstrate would enhance his or her ability to fulfil the purposes of the College;
- (b) Research shall be interpreted to include research as defined by NZQA and PBRF indicators as they become known and incorporated into the College's definition of research.
- (c) Research activities may take place off site.
- (d) Research 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 time may be taken continuously with personal professional time.
- (f) On approval of the employee's research activity as part of the annual workplan, (by the Head of School or delegate), the employee may apply to the Research Development Committee for a grant to be made in accordance with that Committee's criteria.
- (g) The content and timing of any research time will have regard for the College's operational requirements.
- (h) Research activities which involve human subjects must have ethical approval from the College Ethics Committee

4.4 SICK LEAVE

4.4.1 Employees are entitled to Sick Leave on pay as set out in the schedule below, or Sick Leave without pay may be granted on production of a medical certificate.

Aggregate period for which sick leave on pay may be granted during service (consecutive days)

Up to three months service	7 days
Over three months and up to six months service	14 days
Over six months and up to nine months service	31 days
Over nine months and up to five years service	46 days
Over five years and up to ten years service	92 days
Over 10 years and up to 20 years service	154 days
Over 20 years and up to 30 years service	229 days
Over 30 years service	306 days

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

4.4.2 For the purposes 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 College of Education

- full time employment as a teacher under an education board, board of trustees of a New Zealand State or integrated school, a secondary board;
- the controlling authority of a Technical Institute, Polytechnic or Community College;
- a free Kindergarten Association, Teachers College or College of Education, Department of Education, University or Agricultural College;
- a teacher in Fiji, 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.

4.4.3 Sick Leave

Sick leave is to be debited on the basis of days of absence. No deduction will be made for absences of less than two hours.

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

Extensions beyond entitlements:

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.

4.4.4 Public Holidays

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

4.4.5 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 time tabling problems for the college.

4.4.6 Accident Compensation

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

Sick Leave Entitlement Arising from Accident Compensation

- a When the absence is on account of injury by accident and earnings related compensation is payable to the employee, normal pay is to continue and the College is to obtain reimbursement from the Accident Rehabilitation and Compensation Corporation.
- b When 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 employees sick leave entitlement has been exhausted. In extenuating/ special circumstances additional or disregarded sick leave may be granted.

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.

4.5 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/whanau or household.

4.6 DISCRETIONARY LEAVE

Discretionary 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. Such leave may include the following:

- (a) Military training in New Zealand
- (b) Civil defence courses and activities
- (c) Jury service
- (d) Leave to act as a witness
- (e) Sports leave
- (f) Study leave
- (g) Examination leave
- (h) Outward Bound
- (i) Leave to attend meetings of boards, councils and committees

4.7 PARENTAL LEAVE

4.7.1 Maternity Leave:

- (a) A woman who is employed either part-time or full-time, for at least 10 hours a week for the preceding 12 months (granted as leave without pay) for each birth and/or adoption that occurs whilst the employee is employed.
- (b) For an employee with less than one year's service, maternity leave of up to six months is to be granted.
- (c) A maternity grant is payable to a female 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 except as follows: The maternity grant is not payable where an employee has not produced a medical certificate confirming pregnancy, or confirmation from DSW of suitability as an adoptive parent, before commencing leave or resigning. No provision is made for payment of a maternity grant in the case of a miscarriage.

The amount of the grant is calculated on the basis of 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 as the case may be. However, a woman who works less than the full normal hours for a short period only, prior to her taking parental leave, may have her case for full payment considered by the employer. When an employee is absent on parental leave for less than six weeks (30 working days), the full grant equivalent to six weeks salary is still payable. The maternity grant is not reduced because salary is being received.

- (d) 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 and at least one month's notice of their intention to return to duty.
- (e) 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. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.

4.7.2 An employee who resigned from the College of Education, to care for preschool children may apply to re-enter the College under preferential provisions, provided that:

- the absence does not exceed four years from the date of resignation, or five years from the date of cessation of duties to take up parental leave
- they have not been in paid employment for more than 15 hours per week or received other income during that period
- they have the necessary skills to fill competently a vacancy which is available in the College
- the position is substantially the same in character and at the same or lower grading as the position previously held.

4.7.3 Paternity Leave:

The provisions of the Parental Leave and Employment Protection Act 1987, specifically special leave of up to 10 days and maternity leave of up to 14 days, shall apply to all employees. At the time of the confinement of a partner an employee shall be granted at that employee's request leave without pay of up to 14 days. The application of this provision will not be restricted by the gender of the employee concerned.

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.

4.8 BEREAVEMENT / TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS

- 4.8.1 The employer shall approve 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 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 the 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 possible time 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 ten annual leave or leave without pay should be granted, but as a last resort

NOTE: The unveiling of the headstone and the kawē mate forms part of the Tangihanga.

- 4.8.2 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 4.8.1 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.

4.9 Employment Relations Leave

NZEI Te Riu Roa members shall be entitled to Employment Relations Education Leave in accordance with Part 7 of the Employment Relations Act 2000.

PART 5 - General Conditions

5.1 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.

5.2 PERSONAL FILES

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

5.3 PROCEDURES FOR THE SETTLEMENT OF AN EMPLOYMENT RELATIONSHIP PROBLEM

- 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.

Employment Relationship Problems

2. 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.
3. Examples of employment relationship problems include: personal grievances; disputes; claims of unpaid wages, allowances and holiday pay. This list is not exhaustive.

Tell us First

- 4 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”.
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.

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.
7. Both parties may agree to submit an employment relationship problem to arbitration.

Mediation Services

8. 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.

Employment Relations Authority

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. 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.

Personal Grievances

11. 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.
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.
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.

5.4 DISCIPLINARY PROCEDURES

The employer's Policy on Conduct will apply.

PART 6 - REDUNDANCY

6.1 INTENT OF PROVISIONS

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

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

6.2 REVIEW AND CONSULTATION

In accordance with the principles contained within this section, the New Zealand Educational Institute will be advised in writing by the employer prior to the commencement of any reviews of the whole, or part, of the College's organisational structure or functions which may result in significant changes to either the structure, staffing or work practices effecting existing employees and will provide NZEI with an opportunity to be involved in the review.

The objectives of this part are as follows:

- a To provide a procedure for the retention 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 College, 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.

6.3 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.

6.4 PROCEDURES

- 6.4.1 The employer will advise NZEI and any potentially effected employees who are party to this agreement of any impending redundancy situation four weeks' prior to issuing notice of termination to the affected employees.
- 6.4.2 At the time of giving notice under clause. 6.4.1.the employee shall be provided with full details of the redundancy situation identified (including the positions identified) and the reasons for redundancy in writing.
- 6.4.3 The employer will enter into discussion with potentially affected employees and the NZEI 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.

6.4.4 Two weeks after the notice given pursuant to clause 6.4.2.the employer shall call for volunteers for severance from the sections identified.

6.4.5 If insufficient volunteers are available the employer may, at the expiration of the four week period and after consultation with NZEI, declare employees redundant on the basis of criteria established after consultation with NZEI.

6.5 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.

6.6 PERIOD OF NOTICE

The period of notice given to any employee declared redundant shall be the period specified in clause 3.5

6.7 NOTIFICATION

The employer shall provide NZEI with the positions and names and of employees declared redundant.

6.8 SEVERANCE COMPENSATION

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

Payment will be made in accordance with the following:

- a for up to three years' continuous service ten weeks' ordinary pay
- b for three to five years' continuous service fifteen weeks' ordinary pay
- c for over five years' continuous service twenty three weeks' ordinary pay

6.9 RIGHTS OF REDUNDANT EMPLOYEES

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.

6.9.1 The employer will supply written references to any redundant employee whose employment is being terminated

6.9.2 The employer will arrange counselling services if requested and will take reasonable steps to assist employees in finding alternative employment.

6.9.3 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 notice period. The

employee will not forfeit entitlement to redundancy compensation. The employer's consent in such circumstances will not be withheld unreasonably.

6.10 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.

An employee who is declared surplus and who is on Maternity Leave, absent due to extended illness and/or Accident Compensation shall be entitled to the severance compensation prescribed in this agreement.

6.11 EMPLOYEES WITH LIMITED TENURE

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

6.12 DEFINITION OF CONTINUOUS SERVICE

For employees last appointed by the College of Education on or since 1 July 1990 continuous service means continuous service with the College.

For employees appointed before 1 July 1990 continuous service means continuous service with the College, 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, Niui or under any scheme of cooperation 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;

6.12.1 Periods of approved leave with pay shall not be considered a break of continuous service but will be discounted in calculating the number of years continuous service.

6.12.2 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 a break of continuous service but will be discounted in calculating the number of years continuous service.

6.13 SALE, TRANSFER OR CONTRACTING OUT

Where the employer proposes a restructuring of its business (within the definition of restructuring set out in section 69L of the Employment Relations Act (“the Act”)) the employer shall, in accordance with the Act:

- a. engage in discussions with the ‘new employer’ (as that term is defined in section 69L of the Act) in relation to the new employer’s willingness to offer employment, and the terms and conditions upon which the new employer may be prepared to offer employment to all employees of the employer who may be affected by the restructuring;
- b. negotiate with the ‘new employer’ as to the terms and conditions upon which the new employer might be prepared to allow the affected employees to transfer to the new employer including whether the new employer is prepared to preserve existing pay and conditions including service related entitlements; and
- c. at the time of any restructuring discuss either personally with affected employees and their union, what entitlements, if any, might be available to employees who elect not to transfer to the new employer. Such discussions may include whether or not the employer is able to offer redeployment or to make available redundancy compensation or any particular form of redundancy compensation to such employees and the terms upon which the employer might offer such compensation.

PART 7 - Signature of Agreement

7.1 SIGNATURE OF AGREEMENT

**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 New Zealand Educational
Institute Te Riu Roa:**

Yvonne Bruorton
Field Officer – Legal Advocacy

(Date)

APPENDIX A: Clause 3.11

Allowances

(a) HIGHER DUTIES ALLOWANCE

A tenured employee who relieves in a position at a higher level shall be paid for the period concerned an allowance representing the difference between his/her salary and the rate that would be payable if the employee was permanently appointed to the position, subject to such conditions as the employer may approve.

(b) SUBSCRIPTIONS TO A PROFESSIONAL ASSOCIATION

Employees shall be reimbursed the cost of a subscription to a professional association (s) under such conditions as the employer may approve. In addition, the employer will pay Teacher Registration fees such as those required for the renewal of practising certificates.

(c) PROFESSIONAL DEVELOPMENT COURSES AND CONFERENCES

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

(d) OVERNIGHT ALLOWANCE

Where an employee is required to be away from their normal place of residence overnight they shall be paid an allowance of \$65.00 for each night spent away. All accommodation and living expenses shall be reimbursed by the employer on an actual and reasonable basis

(e) MEAL ALLOWANCE

A meal allowance of \$15.00 shall be payable in the following circumstances.

- (a) When absence from the normal place of work is not a common occurrence, and warning was not given on the previous working day that the employee would be absent from headquarters over the lunch break.
- (b) When by reason of attention to official duties, an employee's return to headquarters is at least one and one half hours after the normal hours of duty.

(f) MOTOR VEHICLE ALLOWANCE FOR USE OF VEHICLES ON OFFICIAL BUSINESS

A motor vehicle allowance at the rates specified by the Inland Revenue Department, shall be paid to employees who are required to use their own vehicle for official College business.

Motor vehicle

- 0.62/km 1 -3000 km
- 0.19/km 3001 and above