VICTORIA UNIVERSITY OF WELLINGTON
TE HERENGA WAKA

VICTORIA UNIVERSITY OF WELLINGTON

RESEARCH ASSISTANTS AND RESEARCH FELLOWS

COLLECTIVE AGREEMENT

Term: 1 July 2019 to 30 June 2021

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PARTIES

The Vice-Chancellor and Chief Executive of Victoria University of Wellington ("the employer"), and

The New Zealand Tertiary Education Union ("TEU");

COVERAGE

This Agreement shall apply to and be binding on the parties to this Agreement, and to those staff who are employed by the employer as Senior Research Fellows, Research Fellows, Postdoctoral Fellows, and Research Assistants ("the employee").

Exclusions

Staff employed on a fixed term basis for a duration of less than one year, other than staff who have been continuously employed by the employer for more than one year through one or more fixed term contracts.

1. GENERAL

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

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

1.3 This Agreement provides for the minimum rates and conditions that are to be paid and provided to those covered by this collective agreement.

2. CONDITIONS OF EMPLOYMENT

2.1 Staff bound by this Agreement directly following one or more periods of short-term employment as a Research Fellow or Research Assistant shall have their previous service credited for all relevant entitlements.

2.2 Any reference to conditions on the HR Toolkit or to current conditions or practice shall be a reference to the conditions applying on the date this Agreement was signed.

3. NATURE OF THE EMPLOYMENT RELATIONSHIP

3.1 The employer will:

i. Act as a good employer as defined in section 77A of the State Sector Act 1988;

ii. Implement Equal Employment Opportunity policies. The provisions of Section 77D of the State Sector Act 1988 shall apply; and

iii. Continue to recognise the importance of the Treaty of Waitangi in all activities for which the University is responsible.

iv. The employer shall preserve academic freedom as provided for in the Education Act 1989. Should the Academic Freedom provisions of the Education Act 1989, as existing at the beginning of the year 2002 be repealed, the employer will continue to honour those provisions.

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

3.3 It is in the interests of the University and of individual research staff to establish a career structure for wholly research staff. Notwithstanding that most research staff will be employed in relation to short-term contracts or grants, it is the intention of the Vice-Chancellor to eventually be able to offer continuity of employment on a permanent basis to some research staff subject to the requirements of merit based appointment provided for in the State Sector Act.

4. TERM

This Agreement shall be for a term of two years from 1 July 2019 to 30 June 2021.

5. INTERPRETATION

5.1 To the extent that the general regulations and procedures govern research staff these shall be as detailed on the HR Toolkit and policy framework, which will endeavour to present a faithful account of the current regulations. The Vice-Chancellor has the right to change regulations and procedures of the university from time to time but shall ensure that those whose interests are thereby affected (including the TEU) shall be consulted before such changes are promulgated.

5.2 The application of these regulations at any time during the employee's employment shall be those in force at the time, and not those in force at the time of the appointment of the employee. However, no subsequent change shall affect a dispute already notified by the employee through their Head of School or other designated member to whom they are responsible under Clause 6.

5.3 The conditions of employment specified in this Agreement shall apply to fractional positions as well as full-time positions but shall be modified in salary, leave and other matters as appropriate for fractional appointments. It is the intention of the employer that these conditions should operate and be interpreted in the spirit of Clause 3.

6. SCHOOL MEMBERSHIP AND DUTIES

6.1 The employee is sometimes a member of a school. Each school is administered by a Head of School, appointed from time to time by the Vice-Chancellor, who is responsible for the efficient implementation of current university policies and for the effective management of the school. The term "school" in these conditions shall mean the academic or organisational unit designated by the University as the one to which the appointee is appointed and the term "Head of School" shall mean the Head of that unit.

6.2 In undertaking the research for which they have been appointed, the employee shall be responsible to the Head of School or to such other permanent member of the academic staff as has been designated by the University for that purpose. Ultimate responsibility is to the Vice-Chancellor through the relevant Pro Vice-Chancellor.

6.3 The employee may be transferred by the Vice-Chancellor from membership of one school to another without loss of rights but only if such transfers are compatible with the general subject area of their initial appointment and after consultation with the employee concerned.

6.4 The Vice-Chancellor may, from time to time, review and revise the University's policy for the administration of schools, but only after due consultation with appropriate groups and persons. The employee may be required to carry out their continuing duties in accord with the revised policy.

6.5 Supervision of graduate students (that is not specifically related to the research project for which the employee is employed) and teaching shall be of limited extent and by agreement with the employee.

7. WORKING HOURS

Working hours are normally flexible and will be arranged by the employee's manager in consultation with the employee to fit the nature of the work. Where an employee is not present at the University during their usual working hours at their school/unit they will notify their absence to an appropriate person at their school/unit. The employer will give genuine consideration to any request for flexible work by an employee, whether the request is made under Part 6AA of the Employment Relations Act 2000 or otherwise.

8. LEAVE

8.1 Sick Leave

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

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

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

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

8.1.5 The employee should notify absence due to illness to their Head of School as soon as possible after the commencement of the illness. A medical certificate will be required for all absences in excess of five consecutive days, and may be required for absences of shorter periods.

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

8.1.7 Where:

(a) long term absence due to illness or injury; or

(b) an employee has been employed for 6 months or more and has had frequent short term absences due to illness or injury which extend over a period in excess of 6 months; or

(c) an employee has been employed for less than 6 months and has had frequent short term absences due to illness or injury;

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

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

8.2 Annual Leave

8.2.1 Employees who are employed for one year or longer shall be entitled to four weeks annual leave.

The parties acknowledge the importance of adequate rest and recreation and the need for all employees to have appropriate periods of annual leave to achieve this.
The key principle is all employees are given the opportunity, and should aim to use their full annual leave entitlement each year.
Where required, employees will provide their manager with an annual leave plan and managers may, after consultation, direct an employee to use any unused annual leave entitlement in accordance with the Holidays Act.

8.2.2 In addition to annual leave, the last working day before Christmas Day, three working days between Christmas and New Year, and Easter Tuesday are University holidays. Employees are entitled to University holidays only if they fall on days on which those employees would usually work.

8.3 Public Holidays

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

i) If the employee does not work on a public holiday and 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 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.

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

8.4 Conference Leave

Research Fellows (and in appropriate cases, Research Assistants) are eligible to apply for New Zealand Conference leave once a year and overseas conference leave once every two years or more frequently at the discretion of the Head of School or appropriate manager. In relation to externally funded staff, funding for this activity should come from the particular research contract or grant (either by way of specific provision or from the School's share of funding for overheads). In relation to internally funded staff, sufficient financial provision shall be made by the University.

8.5.1 Parental Leave

8.5.1 Except where stated to the contrary, parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987 and any amending or substituting Acts ('the Parental Leave Act').

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

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

8.5.4 This agreement provides for the following types of parental leave:

Extended Parental Leave.
Where the employee meets the eligibility requirements in the Parental Leave Act extended parental leave of up to 52 weeks is available to an employee. This leave shall include the ten weeks University paid parental leave as provided for below.
If the employee is entitled to extended parental leave under the Parental Leave Act the maximum period of extended parental leave may be either taken by the employee exclusively or shared between the employee and their partner Decision Panels will consider expressions of interest in a timely manner after the closing date for submissions of expressions of interest has passed

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

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

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

University Paid Parental leave

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

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

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

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

8.5.6 Job Protection

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

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

i. at the equivalent salary and grading; and
ii. on the same university campus; and
iii. Involving responsibilities broadly comparable to those exercised in their previous position.

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

i. The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or

ii. If this is not possible the employer may approve one of the following options:

(a) a further period of leave (without pay) for up to 12 months until the employee's previous position or a similar position becomes available; or

(b) where the extended period of further leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice.

8.5.7 Redeployment

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

8.6 Bereavement/Tangihanga Leave

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

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

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

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

iii. The amount of time needed to discharge properly any responsibilities or obligations;

iv. Reasonable traveling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;

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

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

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

8.7 Family Violence Leave

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

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

8.7.3 The Employee will, if requested, provide the Employer with relevant documents that support any claim for leave under this provision. Such documents may include a

document issued by the Police, a Court, a doctor or other medical professional, a family violence support service or a lawyer. This documentation may be provided retrospectively. The Employer will maintain strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resources staff.

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

8.8 Leave for Maori Land Court and Waitangi Tribunal Hearings

Where the employee is required as a witness or in a specific role on behalf of their iwi, to attend the Maori Land Court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, then they shall be entitled to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought is required. In addition, the employee shall be granted special leave on pay to support the lodgement of a claim made by their iwi.

8.9 Other Leave

The employee shall be eligible for the same compassionate leave, and jury service/witness leave as other University academic staff, taking appropriate account of previous continuous service in a research position at the University.

9. OTHER EXPENSES

9.1 The employee shall normally be eligible for payments towards removal expenses on the same basis as other University academic staff. Applications for research contracts or grants for externally funded staff should make allowance for such expenses. Where the research contract or grant is externally funded, the amount of any contribution may depend upon the provision, if any, made in the research contract or grant for removal expenses.

9.2 Employees who for any reason do not complete the full term of their fixed term, or three years service from the commencement date, whichever is the shorter, may be required to refund a proportion of their travel and establishment costs. This will be equivalent to the proportion of the fixed term which remains unserved or the proportion of the first three years which remains unserved, whichever is applicable.

9.3 For externally funded positions, the employer shall ensure that employees are provided with equipment, consumables, books and periodicals necessary to the research project.

9.4 For internally funded research staff the employer must be satisfied that the reasonable expenses of the research can be met before an appointment is made. Internally funded research staff shall have access to sources of internal research funds on the same basis as other University academic staff.

9.5 Except as provided for in this Agreement, the employee shall be entitled to the benefits enjoyed by other University academic staff, in particular the arrangements that apply to fees for higher degrees and for attendance at University courses, such as staff orientation and CAD courses.

10. INTELLECTUAL PROPERTY

10.1 Copyright in any original material of a scholarly, literary, dramatic, musical or artistic nature produced by the employee shall vest in that employee . This shall include all lecture notes, research materials, and the drafts or published results of research, but shall not extend to materials produced for the administrative work of the University or examination and assessment materials, or teaching materials published by the University.

10.2 Other intellectual property (including that which may be subject to a patent) created in the course of the employment of research staff shall belong to the university. Income earned by the university from its intellectual property shall be shared with the employee/s who created the property according to a formula which provides both proper allowance for the relevant costs and overheads of the university and fair recognition to the creator of the property. Unless otherwise agreed between the employer and the employee the formula shall be that used for the distribution of income received from academic contract research.

11. TRAINING AND CAREER DEVELOPMENT

Training and career development opportunities shall be offered to employees on the same basis as to other staff. These should include training appropriate to the level of appointment, such as in research methods, and in written and verbal communication skills, and the opportunity to attend and participate at appropriate conferences.

12. DISCIPLINARY

An employee may be subject to disciplinary action by the employer in case of failure to meet the accepted standards of the University with regard to conduct, attendance and job performance. Disciplinary action shall be dealt with in accordance with the 2nd Schedule to this Agreement.

13. CHANGE MANAGEMENT

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

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

a) an amalgamation of the University with another institution, or the contracting out, transfer or sale of a discipline or area of study or area of work to another university, institution or employer; or

b) financial difficulties which threaten the University's ability to continue its current level of research and/or teaching; or

c) the implementation of a review of the structure, staffing, function or location of a discipline, or area of study, or area of work.

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

a) Confirmation

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

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

b) Selection Pool

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

c) Disestablished Positions

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

Employees whose positions are disestablished

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

13.5 The employer shall meet its obligation to act as a good employer, including, on a case by case basis, making reasonable arrangements for supporting the employee in seeking new employment, allowing the employee necessary time off on full pay as is consistent with that objective, and meeting reasonable costs. These may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews.

13.6 The employer shall make all attempts to find suitable alternative work within the University for any employee affected.

13.7 By agreement, employees may be redeployed to a position at the same, higher or lower salary. Such agreement will not be unreasonably withheld by either party. If the employee unreasonably declines to be redeployed into alternative employment with the University, the only option available to the employee is resignation.

13.8 Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee in the old position at the time of redeployment for a period of two years. If the FTE of a new position is less than the FTE of the old position, the equalisation allowance will be prorated accordingly. In this case, redundancy compensation will be based on the difference between the FTE of the old position and the FTE of the new position.

13.9 Subject to clause 13.8, the salary will be preserved in the following ways:

a) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increase); or

b) An ongoing allowance equivalent to the difference between the present salary (including superannuation) and the new salary for a period of two years (this is abated by any subsequent salary increase).

13.10 Where employees who are within five years of their retirement are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated, and their salary will be increased in line with any subsequent salary increase. The difference cannot be cashed up.

13.11 Where an employee is redeployed into a new position, the employee may, within the first three months in the new position, elect to resign from it giving appropriate notice, and will have any redundancy payment calculated under this agreement paid as if they had not taken up the new position, including service in the new position not counting towards calculation of the redundancy payment. In the event the employee has received a lump sum equalisation payment under clause 13.9(a), the proportion of service not completed in the two year period because of the operation of this clause will be deducted from any redundancy payment.

13.12 In the case of redeployment into a fixed term position, where the fixed term position expires and the employee is not redeployed to a further position, the Employee will be paid redundancy on the following basis:

a) The redundancy payment will be paid as if the Employee had not taken up the fixed term position or a series of continuous fixed term positions, that is, service in the new position(s) will not be included in the redundancy payment.

b) where employment ceases within three years, the full redundancy payment will be made;

c) where employment ceases after three years but not exceeding five years, 50% of the redundancy payment will be made;

d) where employment ceases beyond five years, no redundancy payment will be made.

13.13 Subject to clause 12 upon leaving the University as a result of redundancy, the employee shall receive:

a) all outstanding holiday pay;

b) such retiring leave as the employee would have received had they been retiring on that date;

c) six weeks pay for the first (or part) year of current continuous service with the University; and two weeks pay for each succeeding (or part) year of current continuous service.

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

13.15 Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer

employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

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

a) the person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location; and has agreed to treat service with the employer as if it were continuous with that person or agency; and

b) the conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and including any service related and redundancy conditions and any conditions relating to superannuation under the employment being terminated; and

c) the offer of employment by the person or agency acquiring the business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.

14. HEALTH AND SAFETY

14.1 The employer shall encourage safe work practices. For employees using VDUs the Worksafe New Zealand Code of Practice for VDUs shall apply.

14.2 The employee must:

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

14.3 Protective Clothing

Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use. Where justified by the nature of the work, prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change in lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required. Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis. An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.

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

14.4 Eye Tests

Where a permanent employee has been employed for at least three months of continuous service; and is appointed to a position where they are engaged for at least 50% of their normal working day using screens, or undertaking fine detail/precision work, they are entitled to a vision screening test.

In order to qualify for a contribution to costs as outlined below, the vision screening test must be conducted by a registered optometrist. An optometrist referral/claim form is to be obtained from and signed by the Manager, Staff Wellness and provided to the registered optometrist.

If the screening test (which will not normally be provided at less than two year intervals) discloses that the staff member's vision is not adequate for the normal viewing of a screen or for undertaking fine detail/precision work then the reasonable cost of the eye test and glasses, or the eye test and contact lenses will be met by the employer up to the following amounts:

For prescription glasses $400.00 gross
(this includes the cost of the eye test and the lenses and/or frames)

For contact lenses $240.00 gross
(this includes the cost of the eye test and contact lenses)

An employee is only entitled to a subsidy for either prescription glasses or contact lenses and not both. This subsidy will not apply to the loss or breakage of frames and/or lenses. A subsidy will only be made upon the production of original receipts.

14.5 Hearing tests

Employees working in areas where regular loud noise is a frequent factor in their work shall be provided with regular hearing tests.

14.6 New Technology

When new technology is introduced into a workplace, it will be the responsibility of the employer to provide, and for the employee to attend, appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

15. SUPERANNUATION

Employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that scheme.

Where an employee is a contributor to the Government Superannuation Fund, the employer may consider making contributions to the Fund.

16. RECOGNITION OF TIKANGA MAORI AND TE REO MAORI SKILLS

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

17. NOTICE

The employee's employment may be terminated by the employee or employer giving not less than three months notice in writing to the other, or upon some other mutually

acceptable period of notice. For fixed term employees, notice will be deemed to have been given at the time a finishing date is agreed except where the employee is dismissed for misconduct in which case notice of termination will be one month.

The employer may elect to pay the employee in lieu of some or all of the notice periods referred to in this clause.

18. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

18.1 Definitions

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

Personal Grievance means a formal grievance relating to:

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

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

18.2 Resolving Employment Problems

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

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

18.3 Personal Grievances

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

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

18.4 Disputes

Where the employee thinks they have a dispute about this Agreement, they need to tell the TEU and the employer who are parties to this Agreement. This is because what they are disagreeing about may affect everyone else who is covered by this Agreement. A dispute may also be taken to the Mediation Service for resolution.

18.5 Formal Processes

Mediation Service

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

Employment Relations Authority ("the Authority")

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

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

Employment Court

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

Further information about this process can be obtained from:

- The employee's manager
- The TEU representative

MBIE Inspectors

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

19. REMUNERATION

19.1 Rates

Rates to be paid to employees are listed below.

VUW Scale

a) Scope

The Scale shall cover all positions held by employees.

Research Assistants are expected to work normally under supervision, undertaking research tasks of a relatively routine nature and adding only incrementally to a defined body of knowledge. Research Fellows are expected to demonstrate an initiative, independence and originality of thought, which creatively extends the bounds of existing knowledge.

b) Promotion between Levels

Employees can seek promotion from one level to another on an annual basis. In addition, the Head of School or Pro Vice-Chancellor may initiate the process of review at any time in order to recognise a change in the key responsibilities of the job or to maintain internal relativity.

Where the promotion process from one level to another is initiated, the Vice-Chancellor shall appoint an assessment team consisting of equal numbers of management and peers, and normally comprising not more than two of each. ("Management" in this context shall mean the Assistant Vice-Chancellor (Research), the Pro Vice-Chancellor, Head of School and the manager to whom the employee is responsible. "Peers" shall mean all other members of the academic and research staff.)

Promotion shall be by way of either:

I. appointment to an established position; or

II. the regrading of a position from one level to another as a result of the employee meeting the definition of the higher level; or

III. the duties of the position changing to meet the definition of the higher level.

In the case of an application for promotion from Level 1 to Level 2, provided that the employee meets the necessary criteria as stated in the definition (for the level sought) the employee shall be promoted. In the case of an application for promotion from Level 2 to Level 3, the assessment team shall make a recommendation on the application to the Pro Vice-Chancellor.

c) Progression within Levels

On initial appointment, new employees shall be placed at a level, which is appropriate for the position. Thereafter, employees will progress to a higher salary within that level at the end of each completed year of service, provided that their performance during the year has been found to be satisfactory.

Satisfactory performance is defined as performing at a level commensurate with the position definition and designation, and meeting objectives that reflect that position definition and designation, and that were agreed for that year.

Performance will be assessed by the Head of School or the employee's manager before

the end of each full year of employment following University procedures, which shall be in accord with the University's commitment to equity and accountability. The result of assessments of performance shall be given in writing, including a statement, where necessary, of any area in which performance has been found to be unsatisfactory.

19.2 Salaries, Definitions and Scope

The pay structure for the employees is as follows:

VUW Level 1

a) Salary Rates

Step	From 1.7.19	From 1.7.20	
1	$44,700	$45,818	
2	$46,377	$47,537	
3	$48,052	$49,253	
4	$49,724	$50,967	
5	$51,400	$52,685	
6	$53,072	$54,399	
7	$54,747	$56,116	
8	$56,422	$57,833	
9	$58,096	$59,548	
10	$59,771	$61,265	
11	$61,444	$62,980	
12	$63,117	$64,695	
13	$64,793	$66,413	
14	$66,468	$68,130	
15	$68,137	$69,840	

b) Definition and Designation: Research Assistant

Usual entry level for Research Assistants. Much of the work involves routine tasks allocated with well-defined instructions. This will include the collection, assembly and process of material/data upon which decisions can be based but may also include making procedural decisions.

VUW Level 2

a) Salary Rates

Step	From 1.7.19	From 1.7.20	
1	$77,342	$79,276	
2	$79,853	$81,849	
3	$82,368	$84,427	
4	$84,876	$86,998	
5	$87,387	$89,572	
6	$89,899	$92,146	
7	$92,411	$94,721	

b) Definition and Designation: Research Fellow

An employee entering as a Research Fellow, generally with a Masters or PhD degree, to work on a project or projects requiring a significant degree of skill, initiative and independence.
This employee must be qualified and fully trained in a research area, carrying out responsible and varied assignments or being responsible for specialised functions and equipment. Initiative and the ability to work without direct supervision is often required. The employee may supervise a small team. The employee should demonstrate versatility and the ability to make a contribution to research.

VUW Level 3

a) Salary Rates

In individual cases a salary above the top point in this scale may be paid.

Step	From 1.7.19	From 1.7.20	
1	$97,434	$99,870	
2	$100,778	$103,297	
3	$104,133	$106,736	
4	$107,524	$110.212	
5	$110,912	$113,685	

b) Definition and Designation: Senior Research Fellow

In addition to the requirements of level 2, the employee must have a good range of recent research achievements which are important to the field and the institution, and which have several of the following characteristics:

- uses a high degree of originality in their research;
- provides guidance in broad subject areas of major importance;
- contributes to Institute policies and plans in their area of research;
- provides unique and specialised skills and knowledge in a significant area of research.
- To proceed to any salary level above the top point in the range specified in Level 3 the employee must be able to demonstrate a range of recent achievements which are of fundamental significance, are important to the field and the University, and have most of the following characteristics:
  - conducts work which is of extreme difficulty or which shows exceptional originality;
  - provides high level leadership and guidance in broad research areas;
  - is usually responsible for the management, direction and/or co-ordination of several groups of researchers and others.

In addition, employees proceeding to the upper levels on this range must have responsibility for formulating research and carrying it through, either independently or as leader of a highly effective group. They must also show a high degree of originality in creatively extending the bounds of existing knowledge, and they must demonstrate outstanding attainment with contributions that move the Institute significantly forward.

19.3 Negotiation of Salary

Any review of academic salaries shall be accompanied by a review of the rates for employees, in consultation with the TEU, in order to retain this comparability.

The salary rates are broadly comparable with, though not exactly equivalent to, those for other VUW academic staff, as follows:
rates in Level 2 with the Lecturer scale;
rates in Level 3 with the Senior Lecturer scale below the bar.

Increases in the rates of Level 1 will be at a rate that is broadly comparable to any increase in rates to the Lecturer scale.

19.4 Promotion

The TEU shall have the right to appoint an observer at all meetings concerned with the consideration of promotion applications.

20. DEDUCTIONS

20.1 Where an employee agrees that they owe money to the employer, the employer (subject to clause 20.2) shall have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from wages payable to the employee.

20.2 Before deducting money pursuant to 20.1, the employer shall make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.

21. UNION RIGHTS

21.1 Recognition of the Union

The employer recognises that the union is a legitimate and important stakeholder which represents union members and has rights and interests in decisions affecting members' work and employment. The employer has an interest in the union being well organised and effective in the employment relationship.

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

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

21.2 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.

21.3 Fee Deductions

(a) At the written request of any employee, the employer shall deduct the 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 union in a manner agreed upon between the employer and the union.

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

21.4 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.

21.5 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.

22. VARIATION OF AGREEMENT

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

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

SCHEDULE 1

SCHEDULE OF SIGNATORIES

The following are parties to the Victoria University of Wellington Research Assistants and Research Fellows Collective Employment Agreement

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

Ade Castro

Annemarie de Castro
Director, Human Resources

28 November 2019
Date

Signed on behalf of the Tertiary Education Union

Irena Brorens
National Industrial Officer, TEU

19/11/19
Date

SCHEDULE 2

DISCIPLINE AND DISMISSAL PROCEDURES

The following procedures do not prevent the employer from summarily dismissing an employee for serious misconduct with lesser notice than that provided for in clause 17, or with no notice.

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

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

1. The identification of alleged unacceptable performance/behaviour and the advising of same to the staff member.

2. At each step the employee must be provided with a real opportunity to be heard and offer explanations. Due consideration shall be given to the employee's explanation.

3. The provision of an opportunity within a reasonable, specified time frame for the staff member to correct the performance/behaviour.

4. Warnings/dismissals must not occur until full consideration has been given to an employee's explanation.

5. Where misconduct is suspected, the employer may suspend the employee with pay whilst the allegation is being investigated.

6. Employees will be advised at all steps of their right to have representation/support.

7. All steps must be undertaken in a non-threatening manner.

8. The person making the decision at each stage shall be the person to whom the employee makes the explanation (not a third person who has not had the opportunity of questioning the employee or hearing the employee's response).

9. A report of any meeting must be circulated to all attendees at the meeting. If any party disputes this record they may request that an addendum of their objection be attached to the minutes. Any addendum shall be attached to the record.

10. Where appropriate the opportunity shall be provided for the employee to receive additional training and development.

11. Further warnings can only apply to the specific conduct or unsatisfactory performance cited in the original warning.

12. All warnings shall be for a reasonable period and specify a date of expiry but that period shall not exceed 12 months, excluding any periods of research and study leave. Warnings no longer current shall be removed from the employee's file.

13. These disciplinary procedures shall be implemented in a culturally appropriate way.

14. The employee will be given a copy of the employer's Conduct Policy and will have the opportunity to obtain clarification of the procedures from the employer.

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

STEPS

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

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