



**NEW ZEALAND COUNCIL FOR EDUCATIONAL RESEARCH**

**COLLECTIVE AGREEMENT**



**TERTIARY EDUCATION UNION**  
**Te Hautū Kahurangi o Aotearoa**

**01 October 2021 to 30 September 2022**

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# NEW ZEALAND COUNCIL FOR EDUCATIONAL RESEARCH

## COLLECTIVE AGREEMENT

2020-2021

### 1. PARTIES TO THE AGREEMENT

1.1 This employment agreement is made under Part 5 of the Employment Relations Act 2000, ("The Act"). The parties are:

The Board of the New Zealand Council for Educational Research / Rangahau Maturanga o Aotearoa (the employer),

(b) The New Zealand Tertiary Education Union (TEU) Te Hautū Kahurangi o Aotearoa (Inc.) (the employee).

1.1.1 This agreement shall be binding on the parties to it.

### 1.2 Coverage

1.2.1 This agreement covers all employees other than the Director and General Managers (i.e. Senior Leadership team), who are employed on a permanent, fixed term or casual basis and who meet the following criteria:

- a) **Current Employees** who join TEU; and
- b) **New Employees** who are appointed during the term of this agreement, and who join TEU.

1.2.2 The following clauses will not apply to casual employees

- a) 3.6 Superannuation
- b) 3.7 Special Projects Allowance
- c) 3.8 Higher Duties Allowance
- d) 3.9 Te Reo Allowance and Recognition of Tikanga Māori and Te Reo Skills
- e) 4.2 & 5 Performance and Learning Conversations
- f) 7.1, 7.2, 7.4 & 7.6 Hours of Work
- g) 8 Leave
- h) 9 Other Entitlements
- i) 10.4 & 10.5 Employment Related Costs
- j) 11 Education & Training
- k) 12 Retirement
- l) 14.5 Eye Tests
- m) 17 Change Management
- n) 18 Technical Redundancy

### 1.3 Amendment of Collective Agreement

This agreement may be amended or added to by signed agreement between the parties. Amendments will become part of the agreement, and the agreement will remain in force while the amendment is being negotiated.

1.4 The provisions of this agreement shall apply to part-time employees on a pro rata basis, unless stated otherwise in a specific clause. Pro rata is defined as being on the basis of the proportion of full-time equivalent.

1.5 During the first 30 days of employment, the terms and conditions of new employees, whose work falls within the coverage clause, will be the terms and conditions of this agreement, together with any such additional terms and conditions mutually agreed which are not inconsistent with this agreement.

### 1.6 Definitions

(i) **Permanent:** An employee employed on an ongoing permanent basis.

(ii) **Fixed term:** An employee employed on a limited term or non-permanent basis, for example, to undertake a specific project or to replace a permanent employee who is absent on long-term leave.

(iii) **Casual:** An employee employed on the basis of 'when and if needed' and who has no particular expectation of continuing employment.

### 1.7 Workplace Diversity and Inclusion Policy

NZCER is committed to the principles of equal opportunity in recruiting, employing, training and promoting its employees. (Refer to *the Policy* in *NZCER Policy Handbook*).

## 2. TERM OF THE AGREEMENT

The agreement will commence on 1 October 2021 and expire on 30 September 2022.

## 3. REMUNERATION

3.1 The employee will be paid according to the position held and at the step set by negotiation with individual employees and confirmed in an individual letter of appointment or contract, consistent with the conditions in this agreement.

3.2 A schedule of salary rates for employees covered by this agreement is attached as Appendix 2.

**3.3** Where a salary scale permits the payment of annual increments, these shall be awarded on completion of a satisfactory year's service and be effective from 1 October.

### **3.4 Annual Salary Increase**

The salary rates outlined in Appendix 2 of this agreement will increase by \$1,750 effective from 1 October 2021.

**3.5** Criteria and procedures for movements on salary scales are set out in Ngā Aratohu Kaimahi.

### **3.6 Superannuation**

The employer encourages all eligible employees to join an accredited superannuation scheme. Employees who elect to participate in the scheme will be entitled to an employer contribution of \$1.50 (one dollar fifty cents) for each dollar invested by the employee, up to an annual maximum of \$5,000.00 (five thousand dollars), for the employer's contribution.

3.6.1 The employer shall pay Government Superannuation Fund employer contribution rates for employees who belong to the fund, and for employees employed by the employer who belong to the fund at the time of joining NZCER, or up to an equivalent contribution where the employee, or a person employed by NZCER, belongs to the National Provident Fund. Such contributions would be the employer's only superannuation contribution for the employees concerned.

3.6.2 Employees who are already part of the Individual Retirement Plan superannuation scheme are entitled to an employer contribution of \$1.50 (one dollar fifty cents) for each dollar invested by the employee, up to an annual maximum of \$5,000.00 (five thousand dollars), for the employers contribution). (*Note: this scheme has now closed*)

3.6.3 Employees who are not already part of the Individual Retirement Plan superannuation scheme may elect to have the combined employer/employee contribution made to an alternative accredited superannuation scheme.

3.6.4 Employees may elect to join a KiwiSaver scheme either in addition to or instead of any other approved scheme. The employer maximum annual contribution will apply.

#### **3.6.5 Student Loan Allowance**

Employees with existing student loans, who have not elected the superannuation option, may choose to receive a Student Loan Allowance instead. The Student Loan Allowance will operate on the same principle as

the superannuation scheme in that the employee will be entitled to an employer contribution of \$1.50 (one dollar fifty cents) for each dollar invested by the employee, up to an annual maximum of \$5,000 (five thousand dollars) for the employer's contribution. Conditions are set out in Ngā Aratohu Kaimahi.

### 3.7 Special Projects Allowance

Where, at the Director's request, the employee undertakes a strategic project involving working across the whole organisation, and incorporating duties over and above the employee's normal duties, a "special project allowance" may be paid.

The employee will be paid according to the Director's discretion and within the following parameters:

*Effective from 1 October 2020*

\$3,710 – \$6,190 for a 1-year project

\$1,860 - \$3,100 for a part-year or 5/6 month project.

These amounts will be reviewed annually.

### 3.8 Higher duties allowance

A higher duties allowance will be paid where appropriate in accordance with the conditions set out in Ngā Aratohu Kaimahi.

*From 1 October 2020: \$3,100 - \$9,280*

### 3.9 Te Reo Allowance and Recognition of Tikanga Māori and Te Reo Skills

An employee who is assessed by Te Taura Whiri i te Reo Māori as meeting the assessment criteria of Te Taura Whiri i te Reo Māori to one of the following levels shall receive the applicable annual allowance:

<b>Grade/Level</b>	<b>Annual allowance</b>
<i>Effective from 1 October 2020</i>	
Grade C / Level 2	\$1,610
Grade B / Level 3	\$2,850

These allowances are not cumulative. An employee who becomes entitled to the Grade B / Level 3 or higher shall not receive the Level 2 allowance as well.

Where employees are called on by NZCER to use Tikanga Māori, Te Reo Māori or other language skills or cultural protocols in circumstances outside of their job requirements and where such duties are above and beyond the normal

requirements of the employee, NZCER will recognise such contributions. This will be by way of agreed financial recognition or some other agreed manner.

#### **4. TERMS OF APPOINTMENT**

- 4.1** The employee may be appointed either for a casual, fixed term or on a permanent basis.
- 4.2** There will be a performance review for all new employees during the first six months in the position. This will be undertaken by the Manager and be in accordance with the procedures detailed in Ngā Aratohu Kaimahi.
- 4.3** Appointments made on a fixed term or permanent basis are terminable by either party by at least 1 month's notice, or a shorter period by mutual agreement.
- 4.3.1 Where the employer does not give the full notice provided in subclause 4.3, the unworked period of notice shall be paid in lieu. Where the employer elects to pay in lieu of notice, this shall not constitute summary dismissal. Where the employee does not give full notice provided for in subclause 4.3, wages equal to all the unworked period of notice shall be forfeited in lieu.
- 4.4** The clauses above shall not prevent the employer from summarily dismissing an employee in the case of serious misconduct.

#### **5. REVIEW OF PERSONAL/PROFESSIONAL PERFORMANCE (Performance and learning conversations)**

Any review of individual performance of any employee shall be in accordance with the provisions contained in Ngā Aratohu Kaimahi.

#### **6. PROMOTION AND PROGRESSION**

- 6.1** Promotion shall be in accordance with employer policy as set out in Ngā Aratohu Kaimahi.
- 6.2 Employees (other than researchers)**  
Where the employee or their manager believes there has been significant change in the scope and complexity of a position, a request for movement to a higher salary Band may be made by the employee (and/or their representative) or their manager to the Director.



## **7. HOURS OF WORK**

### **7.1 Hours of Work:**

The normal working hours for all staff shall be 37.5 hours per working week, Monday to Friday. Normal daily hours are 7.5 hours. While there is flexibility around individual starting and finishing times, any arrangements outside of the organisation's business hours of 8am to 4.30pm should be made in consultation with the employee's manager and ensure business requirements are met, including adequate coverage being maintained and to satisfy contractual agreements.

### **7.2 Meal and rest breaks**

One hour is allowed for lunch (unpaid), and two rest breaks each of 15 minutes are allowed during a normal working day, taken at a time determined by the manager concerned. Up to two hours for lunch (unpaid), can be negotiated as required between manager and employee.

### **7.3 Time-in-Lieu**

Time-in-lieu is the employer's policy for handling extra hours or days worked, typically for short periods of time, at a time the employee would not normally be working, by mutual agreement and with the prior approval of the project leader/manager in the first instance but ultimately the Director.

7.3.1 Time-in-lieu should be taken as soon as practicable after the special circumstances which give rise to it at a time agreed between the project leader/manager in the first instance, but ultimately the Director, and the employee. Unused time-in-lieu will not be paid upon termination of employment.

7.3.2 Part-time employees may elect to be paid for the extra work, rather than take days in lieu. The maximum payment for any working day is 7.5 hours.

7.3.3 Details of the procedures for time-in-lieu are contained in Ngā Aratohu Kaimahi.

### **7.4 Workloads**

Workloads for all employees should be fair, reasonable and equitable. It is recognised that the organisation has peak periods where employees may work extra hours. However, where workloads require constant use of time-in-lieu or there are issues of excessive workload, these matters should be discussed and addressed by the manager and the employee, as soon as a pattern becomes evident.

### **7.5 Flexible Working Arrangements**

In order to recognise the importance of work-life balance, employees have the right to request flexible working arrangements in accordance with the provisions in Ngā Aratohu Kaimahi.

## **7.6 Breastfeeding Arrangements**

These shall be in accordance with the provisions in Ngā Aratohu Kaimahi.

## **8. LEAVE**

### **8.1 Annual leave**

The leave year is individual to each employee, based on the anniversary of their appointment. Employees shall be entitled to 23 (twenty three) days of annual leave at the end of each year of service.

8.1.1 Employees will be expected to take their annual leave entitlement during the leave year in which such leave is granted. Except in exceptional cases, not more than 10 days may be carried forward. Permission to carry forward more than 10 days in any one year must be in writing from the Director.

8.1.2 Employees on fixed-term contracts shall endeavour to take any annual leave entitlement within the period of their contract.

8.1.3 Leave may be taken in advance by agreement between the Director and the employee provided any unearned anticipated leave is adjusted in the final pay if the employee leaves before the next entitlement.

### **8.2 Council Leave**

In addition to annual leave in Clause 8.1, employees will be entitled to 3 days paid Council leave between Christmas and New Year, and one additional day during the Christmas close-down period, if these days fall on a day that would normally be worked by the employee. The date of the additional day will be decided on annually by the Director to best align with where the close-down period falls within the working week (i.e. day before Christmas or after New Year's statutory holidays).

### **8.3 Leave without pay**

The Director has the discretion to grant leave without pay. While leave without pay is not usually granted on a regular basis, the Director will give consideration to such requests. The Director may reduce annual leave entitlement on a pro rata basis.

### **8.4 Public Holidays**

Employees shall be entitled to all public holidays as defined in the Holidays Act 2003 where such holidays fall on days that would otherwise be working days for the employee. If any public holiday occurs on a working day during the period when the employee is taking annual leave, sick leave, or compassionate leave, the employee will be entitled to the public holiday and it will not be counted as a leave day.

8.4.1 Where the employee works on a public holiday that would normally be a working day for that employee they shall receive their relevant daily pay for

that day plus, with respect to the hours actually worked, half that amount again. They will also be entitled to an alternative holiday (“a day in lieu”).

8.4.2 Where the employee works on a public holiday that would not normally be a working day for that employee they shall receive, with respect to the hours actually worked, their relevant rate of pay plus half that amount again.

8.4.3 An employee must obtain the prior approval of the employer to work on a public holiday.

## **8.5 Sick leave and Carer’s leave**

The purpose of sick leave is to enable the employee 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 the employee.

8.5.1 These sick leave provisions apply equally where the employee is required to attend to their child, partner, parent, whānau, or family member who through illness or injury becomes dependent on the employee. Such leave shall be taken as carer’s leave.

8.5.1.1 Where there is a pattern of regular short term absence under Clause 8.5.1 that extends over a period in excess of six months, the employer may, after consultation with Human Resources and the employee and/or their representative give consideration to alternative arrangements which may include limiting the availability of sick leave under clause 8.5.1.

8.5.2 Employees are entitled to sick leave on pay on an “as and when required” basis.

8.5.3 Where it is considered that the employee’s performance may be impaired by a possible medical condition, the employer may require the 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. The cost of this medical examination will be met by the employer.

8.5.3.1 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.

8.5.4 The employee shall notify their Manager of absence due to illness whenever possible within 30 minutes of normal starting time.

- 8.5.4.1 A medical certificate will be required for all absences in excess of 5 consecutive days, and may be required for absences of shorter periods. This requirement shall be waived where an employee is working in an isolated area.
- 8.5.5 Where the employee is in receipt of earnings-related compensation (as defined in the Accident Insurance Act), sick leave on pay shall be based on the difference between the compensation received and the normal salary of the employee.
- 8.5.6 Where long-term absence due to illness or injury is involved 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 employee and/or their representative, give consideration to the retirement of the employee concerned on medical grounds, or an extended period of leave on reduced pay or without pay. Each case must be dealt with on its merits.
- 8.5.7 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.
- 8.5.8 Statistical analyses of the sick leave records shall be made available to TEU on request.

## **8.6 Bereavement and tangihanga leave**

The employee shall be granted leave on pay to discharge their responsibilities and pay respects on the death of a person with whom the employee has had a close association through blood or family ties or cultural requirements. The length of time shall be at the Director's discretion but not less than the amount of time required to discharge any obligations or responsibilities.

This shall include leave to attend hura kōhatu (unveilings), kawē mate (re-enactment of tangihanga), or maumaharatanga (memorial services).

## **8.7 Leave for Māori Land Court and Waitangi Tribunal Hearings**

Where an employee is required as a witness, to lend expertise or to present a case on behalf of their whānau, hapū, or iwi, to attend the Māori Land Court, Waitangi Tribunal Hearings or claimant negotiations concerning land issues of their iwi, they shall be entitled to paid leave of up to 5 days per year. An application outlining the basis on which this leave is sought must be provided by the employee concerned.

## **8.8 Special NZCER leave**

Special leave, with or without pay, which may include compassionate leave, may be granted at the Director's discretion. Such leave is not to be debited against annual or sick leave entitlements.

**8.9** The sick leave and bereavement leave provisions contained in this agreement are inclusive of and not in addition to, the sickness and bereavement leave provisions of the Holidays Act 2003.

**8.10 Parental leave**

Parental leave for employees having a baby or adopting a child under the age of 5 years will be available for anything up to 52 weeks inclusive of any period of paid parental leave for those with 1 or more year's service with NZCER. Employees with less than 1 year's service are entitled to 26 weeks' leave. If both partners work for the employer they may share the leave, concurrently or consecutively. At the end of the leave, employees can return to the same or similar position. Parental leave counts as continuous service.

Adoption shall include whāngai, tama fai, guardianship or informal adoption.

8.10.1 Employees returning from a period of extended parental leave may wish to work reduced hours for a period of time. The employer will have regard to the Equal Employment Opportunities policy and family-friendly principles when making a decision in relation to such applications. Agreement will not be unreasonably withheld.

8.10.2 Employees who work for less than 10 hours per week are not eligible for parental leave.

8.10.3 Parental leave may include unpaid medical leave before the planned parental leave if a doctor feels it is necessary. This is in addition to parental leave.

8.10.4 Any employee taking parental leave must give at least 3 weeks notice of their intended return date.

8.10.5 Except for the extensions specified in 8.11 below, provisions of the Parental Leave and Employment Protection Act 1987 and subsequent amendments shall apply.

**8.11 Paid Parental leave allowance**

Ten weeks parental leave (based on the employee's normal weekly working hours) will be paid by the employer and available to an employee in respect of every child born to them or their partner or a child up to the age of 5 years adopted by them or their partner. Paid Parental Leave must be taken as leave and will not be paid out as a lump sum.

**8.12** The parental leave provisions contained in this agreement supplement the provisions of the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 and subsequent amendments, including the Government's paid parental leave payments.

### **8.13 Long Service leave**

8.13.1 All employees will be granted one week as paid long-service leave for each completed 6 (six) years' continuous service with the employer.

8.13.2 For existing employees as at 30 September 2008, the commencement date for accumulation of service will be 1 October 2008. For employees appointed from 1 October 2008 service will accumulate from the date of appointment.

### **8.14 Birthday leave**

Any employee may have the day of their birthday off work. If their birthday falls outside normal NZCER working days, they may take a day off in lieu.

8.14.1 The leave must be taken on the actual day except:

- (a) when the day falls at a weekend, on a public holiday, or on a Council leave day;
- (b) the employee concerned is required by the employer to work or to attend a work-related course or conference on the day; or
- (c) the day falls within a period of annual or sick leave.

8.14.2 In the circumstances listed in 8.15.1, the employee may take a day off in lieu, that date to be decided by agreement between the employee and their manager. Such a day in lieu will be forfeited if not taken within 2 months of the actual birthday.

### **8.15 Jury Duty/Witness Leave**

The employee will be granted paid leave to perform jury service and if called as a witness in a private capacity.

8.15.1 If work commitments are such that jury service would create difficulties, the employee may be asked to seek an exemption which would be supported by the employer.

8.15.2 Fees received by the employee from the court shall be paid to the employer, unless the time lost is made up.

### **8.16 Community and Volunteer work day**

Each employee shall be permitted one paid day per calendar year for community or volunteer work. Guidelines applying to the work day are contained in Ngā Aratohu Kaimahi.

### **8.17 Family Violence leave/Short-term Flexible Working Arrangements**

The employee is entitled to apply for short-term flexible working arrangements and or leave under the terms prescribed in the Employment

Relations and Holidays Acts. The employer shall consider any requests for changes to working arrangements and/or family violence leave as provided under the legislation in a fair, timely, and confidential manner. Proof of family violence may be required by the employer. The legislation provides for leave of up to 10 days per annum and short-term flexible working arrangements of up to two months. In addition, the employer shall give consideration to additional requests to support employees experiencing this type of violence.

## **9. OTHER ENTITLEMENTS**

### **9.1 Conference Attendance**

Details relating to conference attendance procedures and entitlements are set out in Ngā Aratohu Kaimahi.

### **9.2 Development Grant**

All employees will be entitled to apply for a Development Grant. A Development Grant is a privilege and not a right. Hence the granting of a Development Grant and the financial assistance provided is at the discretion of the Director. In considering applications, the Director will consider:

- (a) previous Development Grants taken by the employee;
- (b) direct relevance of the development to the employee's work;
- (c) the significance of the development programme to the employer's goals and priorities;
- (d) competing Development Grant applications in the same area;
- (e) the impact on contract work; and
- (f) financial considerations of the employer.

9.2.1 Financial assistance will be subject to annual budgeted funds for this purpose. Details of the criteria, procedures, and financial assistance available are set out in Ngā Aratohu Kaimahi.

9.2.2 Part-time employees are eligible for Development Grants on a pro rata basis. Support and financial assistance will apply on an equal basis to full-time, fixed term, and permanent employees and on a pro-rata basis for part-time employees.

## 10. EMPLOYMENT-RELATED COSTS

**10.1** Where employees travel on NZCER business they will be reimbursed all travel and reasonable expenses according to Ngā Aratohu Kaimahi at the time of travel/business. Mileage reimbursement for private vehicles will be at the current IRD rate at the time of claim.

**10.2** The employer shall meet the cost of hot beverages, milk, and sugar for all lunch and rest breaks at Te Pakokori and Te Pātaka.

**10.3** The employer shall meet the cost of dry-cleaning for accidental damage to clothing while on site at Te Pakokori, Te Pātaka, or client workplace – subject to receipts being provided.

### **10.4 Childcare reimbursement**

Where, due to travelling on NZCER business, or being required to work outside their normal hours, the employee requires additional child care, whether preschool or out of school care, for a dependent child in their care, the employer shall reimburse the cost of that childcare (on production of receipts). Details relating to this procedure are set out in Ngā Aratohu Kaimahi

### **10.5 Membership Fees and Work-related Resources**

The employer will reimburse or pay for work-related professional membership fees. The employer will ensure the resources required to effectively undertake the employee's work are provided for. Work related resources are owned by the employer.

NB: Clause 1.4 does not apply to clauses 10.1 to 10.5.

## 11. EDUCATION AND TRAINING

**11.1** The employer will provide opportunities for the employee to undertake training directly related to their job and, at the discretion of the Director, will pay course fees and leave on full pay if the course falls in work hours. Provisions are detailed in Ngā Aratohu Kaimahi.

11.1.1 To qualify for assistance a course of study must be approved by the Director and the employee's Manager and be applicable to both the core business of NZCER and the job for which the employee is employed.

11.1.2 Special leave and financial assistance may be approved. Generally assistance for tertiary courses will be:

(a) up to 3 hours' paid leave per week plus reasonable travelling time to attend classes;

(b) up to 1 day's paid pre-examination leave;

- (c) paid leave to sit the examination; and
- (d) payment or reimbursement of course and library fees (excluding student union fees) is agreed to in principle and is limited to seventy-five percent (75%) of these fees fee(s) and capped at a maximum of \$2,860 per annum from 1 October 2020. NB: Clause 1.4 does not apply to clause 11.1.2 (d).

11.1.3 These criteria for the payment or reimbursement of course fees will not operate to the prejudice of any existing arrangements of this kind.

**11.2** At the Director's discretion, the employer may grant leave to the employee to undertake training or study to further their qualifications. Provisions are detailed in Ngā Aratohu Kaimahi.

**11.3** Te reo Māori, mātauranga Māori and tikanga development leave:

As a Tiriti based organisation, NZCER supports the revitalisation and regeneration of te reo Māori, mātauranga Māori and tikanga amongst its staff. In order to work towards this, specific professional development may be applied for:

At the Director's discretion, in consultation with the General Manager, Māori, up to five days annually may be granted for an employee to undertake te reo Māori, tikanga and mātauranga Māori development. A guiding principle would be that any programme gives value to the employer and the employee.

## **12. RETIREMENT**

**12.1** Employees on permanent employment may retire after 40 years' contributing service, or at any other time with the approval of the employer. Employees may retire early on medical grounds with the prior approval of the employer.

## **13. RETIREMENT ENTITLEMENT (Grandparented Provision)**

**13.1** All employees who were employed as at 11 March 1998 and who retire in terms of clause 12.1 of this agreement and have a minimum of 15 years' service, and who did not cash up their entitlement as part of the CEA settlement of 30 September 2007\* are eligible for a taxable lump-sum retirement entitlement on resigning from employment. For the purposes of this entitlement, service shall be deemed to mean service at NZCER. Service at NZCER includes all leave on pay, unpaid parental leave, but not other leave without pay. The entitlement shall be paid at a rate commensurate with the employee's salary at point of retirement.

**13.2** Employees who were employed as at 11 March 1998, and who did not cash up their entitlement as part of the CEA settlement of 30 September 2007\*, and who are

deemed to be retiring early on medical grounds may also be eligible for a retirement allowance with the prior approval of the employer.

\* **Note:** Such employees will have a letter attached to their personal file.

### **Schedule of Entitlement**

<b>Years service</b>	<b>(in working days)</b>	
	<b>Up to 6 months</b>	<b>6 months and over</b>
15	55	56
16	57	58
17	59	60
18	61	62
19	63	64
20	65	66
21	69	71
22	73	75
23	77	79
24	81	83
25+	85	87

## **14. HEALTH AND SAFETY PROVISIONS**

**14.1** The employer and the employee shall comply with the Health and Safety in Employment Act. The employer is committed to ensuring the employee's health and safety at work. To maintain a safe work environment the employee must make sure that they work in a safe manner and that no action or inaction on their part at work causes harm to any other employee or other person.

**14.2** The employer shall encourage safe work practices.

**14.3** ACC's Guidelines for Using Computers is available to all employees to be used as a guideline.

### **14.4 Hazards and Accidents**

Employees shall report any hazards or accidents to their manager.

### **14.5 Eye tests**

Employees covered by the terms of this agreement, who experience eye strain related to workplace activities, will have the following costs reimbursed, once every two years only:

- (a) the cost of an eye test up to an amount of \$110 from 1 October 2020 or the balance where medical insurance covers part or all of the costs up to an

amount of \$110. NB: Clause 1.4 does not apply to clause 14.5 (a).

#### **14.6 Flu Injections**

The employer shall arrange and pay the cost of providing flu injections once a year to all employees wanting them.

### **15. CONFIDENTIALITY**

**15.1** Employees must not at any time during their employment with NZCER, or at any time after their employment with NZCER terminates, other than in the proper course of performing their duties, use, misuse or disclose, either for personal use or use by a third party, any confidential information or trade secrets of NZCER, or information held by NZCER which could be reasonably expected to be considered confidential.

**15.2** The above clause shall not apply to information that has entered the public domain or to the disclosure of information reasonably necessary for the proper negotiation, interpretation or application of this agreement.

**15.3** Employees must not, for a period of one year after ceasing employment with NZCER, canvass, solicit or otherwise endeavour to attract away from NZCER any existing contract, or other NZCER work in which the employee concerned was either directly involved or where they were privy to confidential information of NZCER.

**15.4** Breaches of confidentiality will be treated seriously and may, depending on the circumstances, lead to disciplinary action.

### **16. INTELLECTUAL PROPERTY**

Intellectual property provisions shall be in accordance with the policy set out in Ngā Aratohu Kaimahi

### **17. CHANGE MANAGEMENT**

**17.1** Change means:

(a) Any restructuring or re-organisation of NZCER that affects all or part of its business operations or services, including any merger or partnership. It includes any expansion or reduction in NZCER activity and the disestablishment of NZCER.

(b) Any circumstance that creates an excess of employees in NZCER or renders any employee surplus to the requirements of the organisation.

- (c) At the time that the Director decides that some form of change management process is required in the organisation they will notify the union. A union representative will be part of the change management team. The team will collectively determine the reviewer and the terms of reference for the review. The team will also outline the methodology and ethical guidelines for the review, including the process for advising and consulting with the employee. That process will accord with the guidelines for consultation on employment matters set out in Ngā Aratohu Kaimahi.

**17.2** 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 negotiations with the ‘new employer’ (as that term is defined in Section 69L of the Act) about the restructuring as it affects employees, consulting with employees and their union at each stage of this process and;
- (b) include in those negotiations with the ‘new employer’ 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.

### **17.3 Redeployment**

Where an employee’s position undergoes significant change or is terminated through a Change process, the opportunity to be redeployed to a comparable position elsewhere in NZCER, if any are available, and without the need to apply for that position, shall be the first option considered. A comparable position is one with substantially similar terms and conditions of employment, including salary and responsibilities, and, for professional/research employees, with a similar professional qualification, and which requires skills which the employee already has or could achieve with reasonable training. A comparable position is not one in which the type of work carried out changes significantly (for example, a move from research work to administration work).

17.3.1 If it is agreed between the employer and the employees in the area affected by the restructure that redeployment is not a viable option, employees shall be given the option of retraining or voluntary redundancy.

17.3.2 Severance will not be an option for those employees who meet the criteria for the positions but do not wish to be redeployed into the available positions.

17.3.3 If it is agreed between the employee and the employer that redeployment to another position is not a viable option, the employee shall be given the option of retraining, where appropriate, or severance, instead of redeployment.

## **17.4 Retraining**

Specific training programmes will be considered by the employer. Where retraining is agreed by the employer and the employee to be the best option, financial assistance shall be made available. Financial assistance for retraining shall not exceed the equivalent of severance pay.

17.4.1 Subject to clause 17.4, the payment of salary equivalent (as at the last day of duty in NZCER) for the length of the course shall be up to 1 academic year (usually 38 weeks). Where the salary for the course duration is less than the severance pay calculated for that employee, additional finance up to the level of the severance calculation may be made available for expenses such as books, equipment, and leave on pay waiting for the commencement of the course if there are no appropriate duties available.

**17.5** Employees who are declared redundant shall be given 2 months' notice of redundancy. Where circumstances warrant, the period of notice may be varied by agreement between the employer and employees of NZCER, and in consultation with TEU, where TEU's involvement is requested by the employee.

## **17.6 Severance**

Where redundancy is unavoidable, and the employer and employee agree that neither of the options in 17.3 and 17.4 are appropriate, compensation for loss of employment will be based on the 6+2 formula. For the first completed year of service, 6 weeks' total ordinary pay will be paid, and for each subsequent completed year's service 2 weeks' total ordinary pay will be granted. For the purposes of redundancy, "service" means continuous service (including approved leave with or without pay) at NZCER only.

17.6.1 The maximum amount payable to any employee shall not be greater than \$48,000 from 1 October 2015 and \$50,000 from 1 October 2016

17.6.2 Redundancy compensation is not usually payable upon the expiry of a fixed term agreement. However, employees who are TEU members employed on a fixed term agreement with service of two years (as defined in 17.6) shall be entitled to redundancy compensation of four week's pay at the end of their employment if not offered further employment on no less favourable terms and conditions. Employees in this position should consult the Corporate Services Manager, as soon as possible after they are informed of their redundancy, to ensure that they receive this entitlement.

## **17.7 Leave on pay for interviews**

The employer shall afford to any employee declared redundant ample opportunity to obtain alternative employment including the supply of references, and time off on pay to attend job interviews within New Zealand.

### **17.8 Redundancy while on parental leave**

Any employee on parental leave who is declared redundant shall be entitled to the provisions in Clause 17.

## **18. TECHNICAL REDUNDANCY**

**18.1** Where an employee's employment is being terminated by the employer by reason only of the sale or transfer by the employer of the whole or any part of its business, nothing in this agreement, or any other agreement, shall require the employer to pay redundancy compensation to the employee if the person, agency or organisation acquiring the business has offered the employee employment:

- (a) on the same terms and conditions, or on terms and conditions no less favourable to those which the employee previously enjoyed, 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
- (b) in the same or similar capacity; or in a capacity that the employee is prepared to accept; and
- (c) the new employment is in the same location, or within reasonable commuting distance of the employee's previous place of work; and
- (d) the employee's employment is to be treated as being continuous.

## **19. PAID UNION MEETINGS**

**19.1** TEU members are entitled to attend on ordinary pay one Claims Meeting and one Ratification meeting (each of a maximum one hour duration) and two union meetings (each of a maximum of two hour's duration) in each calendar year. This clause is inclusive of, and not additional to, the provisions in Section 26 of the Employment Relations Act 2000.

**19.2** The TEU shall give the Director at least 14 days notice of the date and time of any paid union meeting.

**19.3** The TEU shall make arrangements with the Director for the Council's operation to continue while the meeting is in progress.

**19.4** The TEU shall provide a list of who attended the meeting.

## **20. UNION ACCESS TO THE WORKPLACE**

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

## **21. DISCIPLINARY PROCEDURES**

The employer is ultimately responsible for employee discipline. However, the employer delegates day-to-day responsibility for the management, counselling, and discipline of employees to the Director. Details of disciplinary procedures are provided in Ngā Aratohu Kaimahi.

## **22. PERSONAL GRIEVANCE**

**22.1** Any personal grievance claim by any employee party to this agreement will be settled in accordance with the procedures contained in Part 9 of the Employment Relations Act 2000.

**22.2** All employees shall have access to personal grievance provisions (as set out in statute, this collective agreement and/or any other policy or provision of the employer) at all times, including in the first 90 days of employment.

**22.3** A personal grievance (for unjustified dismissal, unjustified disadvantage, discrimination, duress, sexual harassment, or racial harassment) must be raised with the employer within 90 days of the grievance occurring or coming to the employee's notice (s114 ERA) otherwise the employee's claim may be out of time.

**22.4** An employee may choose to pursue a grievance according to the procedures outlined in the Interpersonal Misconduct Section of Ngā Aratohu Kaimahi.

## **23. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

**23.1** Following is a description of the services available for the resolution of an employment relationship problem. An employment relationship problem is defined in Section 5 of the Employment Relations Act 2000 ("The Act") as including 'a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment'.

### **23.2 Representation**

At any stage of the process the employee has an absolute right to have a representative (including a union representative) working on their behalf. The employer can also choose to have a representative working on its behalf.

### **23.3 Advise the employer**

If the employee thinks they have a problem in their employment, it must be raised with the employer as soon as possible. This may be done by the employee or the employee's representative but should be raised at a level of management close to the source of the problem in an attempt to resolve it then and there.

### **23.4 Ministry of Business, Innovation and Employment Mediation Service**

If the employee thinks that the employer provides an inadequate response to their problem, then the employee or the employee's representative can contact the Ministry of Business, Innovation and Employment's Mediation Service for free assistance. A mediator will try to help resolve the problem, but is not permitted to decide who is right or wrong unless both parties agree to allow the decision to be made.

### **23.5 Employment Relations Authority**

If the problem is still unresolved an application may be made to the Employment Relations Authority for assistance. This is a more formal step to take. An Authority member will investigate the problem, and will make a decision. This decision may be appealed by either side to the Employment Court.

### **23.6 Human Rights Commission (Alternative Process)**

If the employee believes they have a personal grievance based on discrimination or sexual harassment, the employee may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. However, the employee cannot refer their personal grievance to both the Human Rights Commission and the Employment Relations Authority. They are alternative services.

## **24. NGĀ ARATOHU KAIMAHI**

Any changes to Ngā Aratohu Kaimahi that are referenced in this agreement will be made by agreement with the TEU. The process for developing changes that reference this agreement will include a working group that includes TEU representation from staff.

## **25. JUST TRANSITIONS**

25.1 The employer recognises climate change as a global crisis with significant social justice impacts. The employer will take all reasonable steps to ensure its practices minimize its contribution to global climate change; and will consciously and deliberately seek to reduce its carbon footprint on the environment.

- 25.2 The employer will adopt environmentally sustainable practices and show leadership on workplace sustainability.
- 25.3 The employer will take into consideration significant climate events due to climate change resulting in significant damage in an employee's place of residence requiring immediate attention and the employer will use discretion in the provision of special leave.

## APPENDIX 1: SCHEDULE OF SIGNATORIES

The following are the parties to the NZCER Collective Employment Agreement.

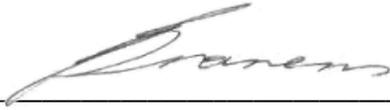
Signed on behalf of the employer:



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Date: 13 December 2021

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



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Date: 13 December 2021

**APPENDIX 2:**

**SALARY RATES FOR NZCER 1 OCTOBER 2021 - 30 SEPTEMBER 2022**

<b>\$1,750 effective 1 October 2021</b>									
<b>BAND</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
<b>L</b>	122,304	125,644	128,980	132,317	135,655	138,992	142,327	145,666	149,003
<b>K</b>	117,275	120,473	123,669	126,869	130,069	133,262	136,460	139,655	142,856
<b>J</b>	111,006	114,034	117,054	120,077	123,103	126,125	129,023	132,172	135,197
<b>I</b>	103,443	106,257	109,069	111,884	114,696	117,508	120,323	123,136	125,950
<b>H</b>	94,098	96,652	99,205	101,757	104,314	106,866	109,417	111,974	114,527
<b>G</b>	81,914	84,125	86,342	88,557	90,773	92,987	95,203	97,416	99,632
<b>F</b>	80,214	82,385	84,551	86,720	88,886	91,057	93,225	95,392	97,561
<b>E</b>	67,400	69,212	71,025	72,837	74,647	76,458	78,271	80,083	81,896
<b>D</b>	62,350	64,019	65,689	67,363	69,033	70,705	72,378	74,050	75,719
<b>C</b>	56,310	57,810	59,316	60,820	62,321	63,829	65,333	66,834	68,339
<b>B</b>	51,501	52,872	54,241	55,614	56,983	58,352	59,722	61,096	62,465
<b>A</b>	46,147	47,381	48,615	49,849	51,083	52,316	53,549	54,781	56,015

**A & B are the appointment bands for:**

Casual\* Staff

*\*Casual Staff will have an additional 10% loaded onto their hourly rate to account for leave entitlements under the Employment Relations Act and in place of clause 8 of this Collective Agreement*

**B & C are the appointment bands for:**

General Administrative Staff

**C is the appointment band for:**

Research Assistants

**D is the appointment band for:**

General Support Staff

**E is the appointment band for:**

Project and Team Support Staff

**F is the appointment band for:**

Researchers, Resource Developers, Statisticians and Senior Support Staff

**G, H, I, J, K L are the appointment bands for:**

Managers

**I is the appointment band for:**

Senior Researchers, Senior Statisticians

**Band L is the appointment band for:**

Chief Researchers and Chief Statisticians