TEU | TE HAUTŪ KAHURANGI
TERTIARY EDUCATION UNION

Pūkenga

Kirimana Tōpū Kaimahi TEU

TEU Kaimahi Collective Agreement

Effective from: 1 April 2024
Expires: 31 March 2026

TEU | TE HAUTŪ KAHURANGI
TERTIARY EDUCATION UNION

Membership application form

1. Personal details

Title ☐ Prof ☐ Assoc Prof ☐ Dr ☐ Ms ☐ Miss ☐ Mrs ☐ Mr ☐ None

Surname _____

First names _____
(*Please underline preferred name*)

Home address _____

_____

Postcode _____

Postal address if different from home address _____

_____

Email: _____

Home Phone _____ Mobile _____

Date of birth _____/_____/_____

Gender ☐ Female ☐ Male ☐ Other

Ethnicity ☐ Pakeha/NZ European ☐ Pasifika ☐ Asian

☐ Māori Iwi _____

☐ Other (and/or) _____

2. Employment details

Institution _____

Position _____

Campus _____

School/Department _____

College/Faculty _____

Work phone _____

Work email _____

Date employed _____/_____/_____

3. Employment status

Please indicate your current position

☐ Permanent ☐ Fixed-term ☐ Casual

If fixed term please provide the expiry date of your agreement

_____

Is your job covered by the Collective Agreement?

☐ Yes ☐ No ☐ I don't know

Are your current hours of work:

☐ Full-time ☐ Part-time/Proportional

Is your area of work:

☐ Academic staff ☐ General/professional/allied

☐ Medical/dental ☐ Joint clinical

☐ Maintenance/cleaning ☐ Other _____

4. Subscription methods

If you wish your subscription to be paid out of your pay please GO TO SECTION 5

Your subscription deduction will continue to be in force until you withdraw your authority in writing to your employer.

If salary deduction is not possible what other payment option would you prefer?

☐ Automatic payment/direct debit

☐ Annual Invoice ☐ Quarterly Invoice

☐ Casual Membership *(only if you are earning less than $15,00 a year)*

What is your annual gross salary/wage: _____

5. Authorisation

I hereby apply to become a member of the New Zealand Tertiary Education Union(TEU) or any succeeding organisation.

The TEU is a union registered under the employment Relations Act 2000 ("the act") and is accordingly entitled to represent its members in any matter involving their collective interests as employees.

I authorise the TEU (or any successor organisation) as my sole representative to settle, subject to ratification, a collective agreement binding on the TEU and my employer in relation to me and any employment relationship problem, dispute or personal grievance.

I give the TEU sole authority under sections 18(3) and 236 of the act to represent my individual rights as an employee, and to exercise any other rights and powers given to me under the act or otherwise in relation to my employment.

I agree that my rights and obligations relating to bargaining and representation under the act or otherwise shall be exercised and carried out in accordance with the TEU rules and policies.

In accordance with TEU policy, I agree that the TEU is not obliged to act on my behalf in any matter that arose prior to this application.

I authorise the TEU to hold and use any information that I provide for any purpose that is in accordance with stated TEU objects. Occasionally TEU provides names and contact details from its membership database with affiliated organisations that share its objects or goals, for example HealthCarePlus. I consent to TEU providing such information about me with such organisations.

I also authorise my employer to deduct my TEU subscription from my salary at a rate advised by the TEU.

This authority will remain in force for all periods of employment until revoked by me in writing. (A copy of the original is deemed to be sufficient authorisation to the employer).

Signed: _____ **Date:** _____/_____/_____

For office use

Membership No. _____ Date entered: _____

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PART A – ALL KAIMAHI

Section 1 – Hei whakamārama | Explanatory Note for this Collective Agreement

1.1 Purpose

The Employer and TEU have included this explanatory note to assist kaimahi and management in understanding the collective agreement.

1.2 Overview of this Collective Agreement

This collective agreement is made up of five parts as follows.

	Explanation
Part A – All kaimahi	These sections apply to all existing and new kaimahi covered by this agreement. Where a specific provision is different in a particular division, this is explained within these sections with reference to the applicable schedule.
Part B – Academic kaimahi	These sections apply to all existing and new academic kaimahi covered by this agreement. Where a specific provision is different in a particular division, this is explained within these sections with reference to the applicable schedule.
Part C – Allied kaimahi	These sections apply to all existing and new allied kaimahi covered by this agreement. Where a specific provision is different in a particular division, this is explained within these sections with reference to the applicable schedule.
Part D - Division Schedules	This comprises specific provisions, contained in schedules, that apply to kaimahi employed at each specific division in coverage of this agreement.
Part E - Signatories	This comprises the signatories to all five parts of this collective agreement.

1.3 Applicable Division Schedule

The CA and all Schedules, Academic and Allied, will be available on the intranet, from your People and Culture team or the TEU.

Ara Institute of Canterbury (Ara)
Eastern Institute of Technology (EIT)
Manukau Institute of Technology (MIT)
Nelson Marlborough Institute of Technology (NMIT)
Northland Polytechnic (NorthTec)
Open Polytechnic (TOPNZ)
Otago Polytechnic (Otago)
Southern Institute of Technology (SIT)
Tai Poutini Polytechnic Limited (TPP)
Toi Ohomai Institute of Technology (Toi Ohomai)
Unitec New Zealand Limited (Unitec)
Universal College of Learning (UCOL)
Waikato Institute of Technology (Wintec)
Wellington Institute of Technology (WelTec)
Western Institute of Technology at Taranaki (WITT)
Whitireia Community Polytechnic (Whitireia)

1.4 Application of Schedules

1.4.1 Kaimahi who are employed by Te Pūkenga prior to the commencement date of this Agreement.

a) Kaimahi continue to be covered by the Schedule that they were employed under prior to the commencement of this agreement.

1.4.2 Kaimahi who are employed by Te Pūkenga from the commencement date of this Agreement.

a) Kaimahi are covered by the Schedule that most closely aligns to the division they are primarily employed to work for.

b) Where kaimahi are employed to work equally across multiple divisions, or in regional or national roles, they will be offered the schedule that mostly closely aligns to their place of residence.

c) Where there is any doubt about application, the employer and TEU will agree in good faith on which Schedule applies.

1.4.3 Kaimahi who change roles or locations.

a) Where kaimahi change roles or locations, they will have parity in their terms and conditions with local kaimahi and be covered by the local schedule. Where there is ambiguity, the parties will discuss and agree.

Section 2 – Ngā Whakamāramatanga | Definitions and Interpretation

These are the definitions for this collective agreement, and they are to be read in conjunction with the definitions in the applicable divisional schedule.

Academic Staff Member (ASM)	A person employed in a teaching position or a non-teaching academic position. The term ASM includes academic staff members, senior academic staff members (SASM), and principal academic staff members (PASM) unless it is used to refer to the basic salary grade. Terms such as Tutor and Lecturer are generic terms which can refer to Academic Staff Members.
Affected kaimahi, restructuring, new employer	For the purposes of these provisions "affected kaimahi", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004. "Te Pūkenga" or "employer" shall mean the original employer party to this Collective Agreement.
Ākonga	Student, learner.
Band	The range of pay within the salary scale that the employer will pay for specific positions. Each band includes a minimum and a maximum and is split into eight (8) equal steps. Bands apply to allied salary scales from 1 January 2025.
Blended Delivery	Delivery of course content is a blend of online and face to face delivery.
Casual kaimahi	Kaimahi with no set hours or days of work and who is normally asked to work as and when required. Each engagement undertaken by the casual kaimahi is a standalone engagement and, the employment shall be at an end at the completion of the work required. Previously defined as hourly paid/part-time (academic).
Clinical Teaching	Off-campus health science teaching involving patient/client care.
Continuous Service	(i) For the purposes outlined above, includes all periods of paid leave and parental leave and is not broken by but does not include any:Approved leave without pay;

	(ii) Breaks of not more than three months between employment within the polytechnic service.
Distance Learning	A method of studying in which teaching is conducted online, without the kaimahi need (or with limited need) to attend face to face courses.
Duty	Any time when an academic staff member may be required by theemployer to be on duty at the polytechnic or at another location.
Duty Day	Any day other than a day set aside for leave, discretionary leave, a holiday, a weekend day or, when a weekend day is worked by agreement, aday in lieu of a weekend day.
Employer	The Chief Executive of Te Pūkenga (noting, as set out in 4.1, that this is expected to change during the term of this agreement)
Fixed Term kaimahi	Has the same meaning as given in s66(1) of the Employment Relations Act and broadly means an employee engaged in a defined task or project of a temporary nature, including acting in a relieving capacity.
Full-time kaimahi	Kaimahi undertaking the duties of a position for the for the full span of normal hours of work.
Grade	A division of a salary scale in respect of which a particular salary or range of salaries is payable. Grades apply to academic salary scales.
Kaimahi or Employee	A person employed in terms of the coverage clause.
Nine/Eleven hour break	Aperiod off duty of nine or eleven consecutive hours depending on the schedule.
Non-teaching Academic Staff Member/Academic Specialist Person	A non-teaching ASM is defined as having less than 50 timetabled teaching hours per year but whose position draws substantively on the criteria listed in the divisional schedules often titled 'Characteristic of ASM', 'Teaching Characteristics', or similar.
Online Delivery	Delivery where all or almost all of the course content is delivered wholly online.
Ordinary work	Work during the hours which are normally paid at ordinary time rate for the day.
Overtime	The authorised time worked outside the provisions of this employment agreement.
Part-time kaimahi	A permanent or fixed-term kaimahi who is employed to undertake a specified fraction of the work of a full-time kaimahi.
Permanent Kaimahi	Kaimahi engaged for an indefinite period of employment either in a full-time or part-time capacity.
Research	Is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.
Service	Means (a) (i) Continuous service in the employment of any NZ Polytechnic, REAP Community (ii) Education Centre, or any organisation which is now a Polytechnic or Institute of Technology and (iii) Continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector and (iv) Periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated for full-time equivalent service for the purposes of this definition and (v) Any other service the employer agrees to recognise at the time of appointment.
Teaching Day	Any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.
TEU/Union	Te Hautū Kahurangi | Tertiary Education Union.

Timetabled Teaching Hours (TTH)	In relation to any Academic Staff Member or Tutorial Assistant a period of one hour spent in timetabled class instruction and/or includes any timetabled hour of structured learning activity for which the ASM is responsible for.
Tutorial Assistant	A person who assists the learning process under the supervision of an ASM. The ASM will delegate appropriate task provided that the day-to-day learning and teaching programmes, the assessment of the ākonga learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.
Unbroken work	Ordinary work which is separated from the preceding period of ordinary work by less than a nine (eleven for UCOL) hour break.
Week	The number of days of the week on which the employee normally works.
Whaangai | whāngai	To foster/adopt a child within customary practice of Māori.

Section 3 - Te Tiriti o Waitangi

In accordance with the charter as outlined in Schedule 13 of the Education and Training Act 2020, Te Pūkenga is committed to ensure that its governance, management, and operations give effect to Te Tiriti o Waitangi.

The parties acknowledge the provisions within the schedules and their commitment to continue to explore opportunities to give effect to Te Tiriti o Waitangi both within this and subsequent collective agreements.

The parties commit to working together in good faith and in a manner that recognises this commitment.

The employer recognises that at times, kaimahi Māori agree to perform Māori cultural leadership and support in duties pertaining to tikanga Māori, reo Māori, mātauranga Māori and/or Tiriti partnership and relationship development, outside of their job requirements and that are above and beyond the normal job requirements of the kaimahi.

The employer will provide mechanisms to recognise kaimahi Māori cultural contribution via special responsibility allowances (Clause 10.4 in Part A of this agreement), adjusted workload allocation (Part B 2.2.4(c)), support for kaimahi to undertake further their cultural development to advance their skills, and/or other mechanisms as agreed with the kaimahi.

The employer will endeavour to apply such recognition proactively and without application. At least annually, the employer will enable an application process from kaimahi Māori for recognition where this has not already occurred (or applications from other kaimahi or the TEU on their behalf).

Each Division of the employer (or each future entity as per clause 4.1) shall report on recognition applied under this provision on an annual basis, and the TEU shall be provided with a copy of the report.

Section 4 – Tā te Kirimana Whānuitanga, Whakaritenga hoki | Coverage and Application of the Agreement

4.1 Parties

The parties to this agreement are:

- The Chief Executive of Te Pūkenga - New Zealand Institute of Skills and Technology (Te Pūkenga or the "employer"); and
- The Tertiary Education Union, Te Hautū Kahurangi o Aotearoa (the "union" or "TEU").

It is expected that during the term of this agreement, Te Pūkenga will be disestablished, and new entities will

be established. From the date those new entities become the employer[s] of kaimahi covered by this agreement, relevant references of "Te Pūkenga" and "the employer" should be read as to mean the new employer[s] who become a party to this agreement. Schedules relevant to each Division will apply to kaimahi employed by those Divisions that transfer to a new entity.

4.2 Coverage

This collective agreement covers members of the TEU who are kaimahi of the employer regardless of the term or number of hours employed for, including casual kaimahi, subject to sub-clauses 4.2.1, 4.2.2, and 4.2.3 below.

4.2.1 Academic Coverage

This Collective Agreement shall cover 'academic kaimahi' who are employed to undertake one or more of the "academic" activities as described below:

a) Teaching and development of ākonga and kaimahi (excluding development roles traditionally based within People, Culture and Wellbeing),
b) Assisting in the teaching and development of ākonga,
c) Design and development of learning materials, courses, programmes, and curriculum for programmes of study (excluding Learning Designers at Open Polytechnic),
d) Leading, coordinating and facilitating academic programmes (excluding Academic Leadership positions where a core part of their roles is to manage teams or functions),
e) Undertaking research or providing Academic Consultancies,
f) Non-teaching academic positions where the primary focus is on the academic or learning support or advice for ākonga, or their pastoral care.

4.2.2 Allied Coverage

Allied kaimahi who undertake duties in one or more of the following functions:

a) Providing non-teaching support to enhance the attraction, retention, and outcomes of ākonga (e.g., library services, ākonga/student support, quality and assurance, counselling and health services, international student services, recruitment, admissions, and enrolment)
b) Supporting the operations of the employer (e.g., marae operations, people, culture and wellbeing, finance, digital, communications, marketing, external engagement, events and liaison, administration services including Executive/Personal Assistants, accommodation and hospitality services)
c) Undertaking the maintenance, care, and security of the physical infrastructure (e.g., property and facilities services, groundskeepers, custodians, security).
d) Learning Designers at the Open Polytechnic.

4.2.3 This Collective Agreement excludes from cover kaimahi who are employed to undertake one or more of the activities as described below:

a) The Chief Executive and members of the Executive Leadership Team,
b) Senior management roles where the primary purpose is to lead other management roles (except Heads of College, Heads of Programme and Directors at Otago Division, who are covered with specific terms and conditions detailed in Schedule E of the Otago Schedules),
c) People and Culture managers and leaders, and any positions in the Industrial and Employment Relations team,
d) Kaimahi in former ITO divisions,
e) Kaimahi in Early Childhood Centres,
f) Doctors.

4.2.4 Where there is ambiguity around whether a role falls within this coverage clause, or whether the role is within academic or allied coverage, then the employer and the TEU will jointly assess and agree the coverage.

4.2.5 Amendments to coverage during the term of this Collective Agreement will be by agreement between both parties.

4.3 Application of the Terms and Conditions of the Agreement

4.3.1 When kaimahi are appointed to any role whose activities are described within the coverage clause of this Collective Agreement, the employer will:

a) inform them that this Collective Agreement exists and covers the work to be done by them; and
b) provide them a copy of this Collective Agreement; and
c) inform them that they may join TEU, which is a party to this Collective Agreement; and
d) inform them how to contact TEU; and
e) inform them that if they join TEU, they will be bound by this Collective Agreement.

4.3.2 During the first 30 days of employment in any role whose activities are described within academic coverage clause of this Collective Agreement, the terms and conditions of this Collective Agreement will apply.

4.3.3 If the kaimahi agrees, the employer will inform TEU within ten working days that they have accepted employment with the employer.

4.3.4 In respect of all TEU members covered by this Agreement, the employer will deduct TEU fees, with the consent of the TEU member.

4.4 Variation of this Agreement

This Agreement may be varied during its term by agreement in writing by the parties subject to the ratification process of the Union.

4.5 Term of the Agreement

This Collective Agreement takes effect from 01 April 2024 and expires 31 March 2026.

4.6 Inadvertent Omission

Any matters inadvertently omitted from this Collective Agreement shall be the subject of further discussions between the parties.

4.7 Savings

Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment of any kaimahi employed under this Agreement.

4.8 Consultation on Policy Development

4.8.1 The employer may introduce and update policies and procedures, some of which may relate to working conditions of kaimahi.

4.8.2 Any changes to policy and procedures held by the employer relating to changes to working conditions may be made only after due consultation and the best endeavours to reach agreement with affected kaimahi and TEU.

4.8.3 If there is an inconsistency between a policy or procedure and the collective agreement, the collective agreement will apply. If the policy or procedure is more favourable, then then the policy or procedure will apply.

Section 5 – Ngā take ā-Uniana | Union Matters

5.1 Union recognition

Subject to the Employment Relations Act 2000 the employer recognises TEU as the representative of all kaimahi who come within the coverage of this Agreement and who are members of TEU.

5.2 Union information

5.2.1 The employer, when requested in writing by the Secretary of TEU, shall, within one month after receipt of such a request, supply to the union a list of the names, addresses and designations of all kaimahi who are covered by this Agreement and in their employ (but such request shall not be made to the employer at intervals shorter than six months).

5.2.2 The employer shall undertake to provide each kaimahi at the time of appointment with an application form for membership of the Tertiary Education Union.

5.3 Union fees

5.3.1 The employer shall arrange for the deduction of union subscriptions for all TEU members covered by this Agreement except in cases agreed to between the employer and the union.

5.3.2 The manner of deduction and of remittance shall be determined by agreement between the national secretary of TEU and the employer.

5.4 Union meetings

5.4.1 Subject to the sub clauses (5.4.2) and (5.4.5) below, the employer shall allow every kaimahi covered by this Agreement to attend on paid leave, two union meetings (each a maximum of two hours duration) with TEU in each year.

5.4.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which sub-clause (5.4.1) applies.

5.4.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient kaimahi to remain available during the meeting to enable the operation of the employer to continue.

5.4.4 Work shall resume as soon as practicable after the meeting.

5.4.5 TEU shall supply the employer with a list of kaimahi who attend, and the time that the meeting started and finished.

5.5 Branch President

TEU and the employer have agreed to the following time allocation for branch presidents or their nominee per division:

Division	Time allocation per week
Ara	Half day a week
EIT	0.4
MIT	0.4
NMIT	0.2
NorthTec	0.4

Otago	0.5
SIT	0.2
Tai Poutini	0.2
TOPNZ	0.2
Toi Ohomai	0.4
Unitec	0.2
UCOL	0.6
Wintec	0.4
WelTec	0.2
WITT	0.3
Whitireia	0.2

5.6 Union Allocated Employment Relations Education Leave (EREL)

Employment Relations Education Leave is an entitlement assigned to TEU under Part 7 of the Employment Relations Act 2000. TEU is entitled to allocate Employment Relations Education Leave to eligible kaimahi according to the provisions of that Act.

5.7 Leave on TEU business

5.7.1 TEU and the employer agree to an exchange of letters each year to establish the quantum of and arrangements for, leave available to the TEU President and members of the national Council and committees elected and/or nominated to represent the TEU.

5.7.2 Leave on TEU business shall be granted according to the provisions determined under sub-clause (5.7.1) of this clause.

5.8 Joint Consultative Committees

Consultative Committees will be established to meet regularly and consult on matters of mutual interest, including the application of the collective agreement.

5.9 Union Benefit/Pass On

5.9.1 TEU agrees that the employer may pass on to any kaimahi employed on individual employment agreements any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met:

a) A period of at least six months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any kaimahi covered by an individual employment agreement. A period of six months must also be observed from the effective date for any terms agreed to come into effect after the commencement date.

b) In the case of any such term which provides for an increase in salary, allowances, or any other aspect of kaimahi remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement.

5.10 Access to Premises

Subject to the Employment Relations Act 2000, any authorised officer of TEU will be entitled at all reasonable times to enter the premises for purposes related to the employment of their members or union business or both.

Section 6 - Tikanga Kopounga | Terms of Appointment

6.1 Categories of Appointment

6.1.1 The categories of appointment are:

a) Permanent (full time or part time).
b) Fixed term (full time or part time).
c) Casual (as and when required, paid on an hourly basis).

6.1.2 Part time appointments must not be less than 0.2 and not more than 0.8 of a full-time position.

6.1.3 Where a fixed term appointment is made, the following will apply:

a) Fixed term appointments will be made for genuine reasons on reasonable grounds and may be defined as ending at the conclusion of a specified period of time, or at the end of project or event.
b) Where a fixed term appointment is made for the purposes of teaching a full year's programme, that appointment shall be made for a period of not less than 12 months.
c) For fixed term appointments involving less than a full year's programme, the length of the appointment shall, wherever practicable, include a reasonable period for preparation, administration and marking.
d) In the case of fixed term appointments, the options under the surplus staffing provisions of this Agreement will not apply at the conclusion of the specified term or employment.

6.2 Appointment Procedures

Having regard to clauses 12.3 and 12.10.2 of this agreement Permanent vacant positions, and fixed term vacant positions for periods greater than one year's duration will, where practicable, be advertised in a manner to enable suitably qualified applicants to apply.

6.3 Equal Employment Opportunities (EEO)

6.3.1 In recognition to our commitment to Te Tiriti, equity and inclusiveness, Te Pūkenga shall engage with kaimahi on an equal employment opportunities programme to be developed, implemented, monitored and reviewed with the TEU.

6.3.2 The equal employment opportunities programme shall identify and eliminate all aspects of policies, procedures and practices which may directly or indirectly lead to inequitable outcomes and do not embrace diversity and manaakitanga, especially those concerning kaimahi appointments, pay, flexible working arrangements, health and safety, promotions and career development.

6.4 Termination of employment/Notice of resignation

6.4.1 Permanent employment may be terminated by either party with two months' written notice for kaimahi included in "Academic Coverage" (4.2.1) or one month's written notice for kaimahi included in "Allied Coverage" (4.2.2). A shorter notice period may be agreed by the employer.

6.4.2 Fixed term employment may be terminated with two weeks written notice by either party. In any event, fixed term employment shall terminate on the end date of the fixed term agreement without separate notice needing to be given. See the NMIT Allied, Toi Ohomai Academic and Otago Academic and Otago Allied schedules for exceptions to the length of notice period.

6.4.3 Where kaimahi give written notice, which is longer than the notice period required, the employer shall not be required to accept such longer notice period.

6.4.4 On giving notice of termination the employer may elect to pay to the kaimahi concerned salary in lieu of notice for all or any part of the notice period.

6.4.5 Nothing in this clause will remove from the employer the obligation to observe the principles set out in clause 6.6.1 prior to applying any notice to kaimahi in the event of a termination of employment resulting from disciplinary action.

6.4.6 Notwithstanding the above any kaimahi may be summarily dismissed for serious misconduct.

6.5 Abandonment of Employment

Where an employee is absent from work for five or more consecutive workdays without notifying the employer of the reason for absence, they will be deemed to have abandoned their employment, provided the employer has taken all reasonable steps to contact the employee. Where an employee was unable, through no fault of their own, to notify the employer, their employment shall not be deemed to have been abandoned.

6.6 Medical Review Process

6.6.1 If as a result of physical or mental incapacity kaimahi are unable to perform the duties of the position, the employer will:

a) consult with the kaimahi and TEU.

b) Require the kaimahi to undergo a medical examination, at the expense of the employer, by a registered medical practitioner nominated by the employer, or if the kaimahi wishes, two registered medical practitioners, one nominated by the employer and the other by the kaimahi.

c) Take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the kaimahi, and apply one or a combination of the following options:

I. no further action under this clause.

II. Redeployment.

III. Agreed flexible working arrangements, such as a reduction in hours.

IV. An agreed period of leave without pay up to one year.

V. Terminate employment by giving two (2) months written notice except for the UCOL division which is set out in its schedules.

6.6.2 Where employment may be terminated under this clause, kaimahi will be entitled to remain in employment until their sick leave is used, or to end their employment immediately and be paid all their remaining sick leave.

6.7 Disciplinary Procedures Principles to be Observed

6.7.1 In any disciplinary process, the following principles shall be observed:

a) Kaimahi will be advised in writing of the specific concern and the process that will be followed to address the concern.

b) Kaimahi will be advised by the employer of their right to request union assistance, and/or representation at any stage.

c) Before any decisions are made or disciplinary outcome is acted upon, an appropriate investigation is to be undertaken by the employer.

d) Kaimahi will be provided with an opportunity to respond to the concerns.

e) The response of kaimahi concerned will be considered before a decision is made.

f) Depending on the nature of the concern, Kaimahi will be advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the

consequences if the problem continues.

g) The outcome of the investigation, including any disciplinary action and/or remedial requirements, will be recorded in writing and provided to the kaimahi concerned.

6.8 Suspension

6.8.1 Where the employer considers allegations regarding kaimahi behaviour warrant it, the kaimahi concerned may be suspended either on pay or without pay.

6.8.2 Prior to any proposed suspension the kaimahi concerned will be advised of their rights to express their view on the suspension before it is implemented.

6.8.3 Any period of suspension will be regularly reviewed, noting such suspension is to protect both the kaimahi concerned and the employer until it is ascertained whether there is any validity to the allegations.

Section 7 – Whakapiki Aramahi me te Utu | Career Progression and Remuneration Career progression

Remuneration provisions are contained within the divisional schedules, with the exception of the following provisions.

7.1 Payment of Salaries

7.1.1 Pay Periods

The salaries of kaimahi shall be paid in equal fortnightly instalments.

a) Payment shall be made by electronic transfer to a bank account nominated by the kaimahi.

b) Payment for the holiday periods may combine more than one pay period**.**

7.1.2 Entitlement to Payment

Kaimahi, other than casual kaimahi, shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from periods of leave without pay) subject to the following conditions:

a) Payment includes all statutory holidays, leave periods and intervening weekends.

b) On resignation or retirement, kaimahi who complete the normal full working week shall receive payment for all statutory holidays immediately following.

c) When the employment ceases the kaimahi will receive payment of any outstanding pay on or before the next available pay day.

d) Annual and discretionary leave due on resignation or retirement shall be payable as follows:

I. Kaimahi who resign at the end of the the applicable leave year shall receive payment up to the end of any period of leave due.

II. Kaimahi who resign during the year (kaimahi with short service) shall receive payment as set out in their divisional schedule.

7.2 Salary Profile within the employer

A profile of salaries paid to kaimahi under this agreement is to be made available to TEU annually. The profile will list salary rates, gender, ethnicity and length of employment. Other information on salary profiles will not be unreasonably withheld. Where it is necessary to protect individual privacy, information may be supplied in a way which prevents identification of an individual.

Section 8 – Whakamatuatanga | Leave

8.1 Casual Kaimahi Leave

Casual kaimahi are entitled to the minimum statutory leave entitlements provided in the Holidays Act 2003. Payment for statutory holidays will be made only if the kaimahi would have worked the day as part of their normal timetable. The following leave provisions do not apply to casual kaimahi.

8.2 Statutory and employer holidays

8.2.1 In addition to any other type of leave, kaimahi are entitled to the following days as paid public holidays:

- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- ANZAC Day
- The Sovereign's birthday observance
- Matariki
- Labour Day
- The Provincial Anniversary Day (as locally observed, where the kaimahi primarily resides)
- Christmas Day
- Boxing Day

8.2.2 In addition to the above, kaimahi shall also receive the below employer holiday:
The Tuesday immediately after Easter Monday. Additional days relevant to Allied kaimahi are in 5.5.1 in Part C and, where relevant, the applicable schedule.

8.2.3 In the event of a whole holiday including Anzac Day or Waitangi Day falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the immediately following Tuesday.

8.2.4 For kaimahi included in "Academic Coverage" (4.2.1), if kaimahi are required by their manager to work on part, or all, of a public or institution holiday then they will be paid at a rate of time and a half of their normal hourly rate for any time worked. In addition, kaimahi will receive a full paid day in lieu to be taken at an agreed later date.

8.2.5 For kaimahi included in "Allied Coverage" (4.2.2), additional provisions including working on a public holiday are found in Part C, Section 5.2.

8.2.6 Included within their respective schedules are additional Institution days for kaimahi from Otago, UCOL and TOPNZ.

8.3 Annual Leave

8.3.1 Annual Leave entitlements for Academic kaimahi are found in Part B, Section 3.1.

8.3.2 Annual Leave entitlements for Allied kaimahi are found in Part C, Section 5.3.

8.3.3 With the agreement of their manager, kaimahi should plan and take all of their annual leave within the leave year and in accordance with their workplan and operational requirements. Where it is not possible to mutually agree scheduling annual leave, their manager may direct

kaimahi to take annual leave, and at least a months' notice will be provided. Any annual leave in excess of four weeks that is not taken in the year of entitlement may be carried forward provided that the kaimahi manager has given their prior written approval.

8.3.4 With approval, for those with a low annual leave balance, up to two weeks' annual leave may be taken in advance of it being accrued.

a) Kaimahi should maintain enough of a balance, or take annual leave in advance, to cover any annual close down period.
b) The minimum block of annual leave kaimahi can take is half a day. There is no maximum, though blocks of annual leave longer than four weeks may require additional considerations around the operational impacts. Academic kaimahi are entitled to one block of leave of at least four weeks; allied kaimahi are entitled to one block of leave of at least two weeks. Agreement to longer blocks of leave should not be unreasonably withheld.
c) Casual kaimahi will have their annual leave payments included in their pay at 8%.
d) Kaimahi based at MIT (Academic), NorthTec (Academic) and TPP (Academic), have additional annual leave terms in their schedules.

8.4 Sick Leave

Sick leave is intended for use by kaimahi to attend to their own physical or mental wellness needs or those of their whānau or others who are normally dependant on them for such care.

8.4.1 Entitlement

a) Kaimahi will receive 10 (ten) days sick leave from their first day of employment and will receive a further 5 (five) days sick leave every six months thereafter up to a maximum accumulation of 260 (two hundred and sixty) days sick leave. Refer to applicable schedules for entitlement provisions for NMIT and Open Polytechnic Allied kaimahi.
b) (Transitionary provision) Any kaimahi transferring from Te Pūkenga to a new ITP entity will maintain their current sick leave balance as at the date of their transfer.
c) With approval, sick leave may be anticipated in advance up to a maximum of 10 (ten) days.
d) Kaimahi may be required to provide a medical certificate for any sick leave which goes beyond 5 (five) calendar days.
e) Sick leave during a Public or employer holiday will not impact sick leave balances.
f) If sick or injured during any annual leave period kaimahi may request that their annual leave, be reinstated and converted to sick leave. A medical certificate may be requested.
g) In circumstances where kaimahi do not have any sick leave balance available, they may agree to other leave options, including on unpaid leave.
h) Kaimahi transitioning onto this agreement will have their existing sick leave balance transferred.

8.5 Extraordinary Sick Leave

8.5.1 Extraordinary sick leave does not impact kaimahi sick leave balance and is used in the following circumstances:

a) For the first week of work-related accidents covered by ACC; or
b) Epidemic Disease – when kaimahi contracts a disease declared epidemic by the appropriate health authority; or
c) Notifiable Infectious Diseases – when kaimahi contracts an infectious disease or has been in contact with someone diagnosed with an infectious disease, and is prevented by direction of the appropriate health authority from attending work; or
d) in other circumstances at the discretion of the employer.

8.5.2 Any extraordinary sick leave granted will be reviewed periodically taking into account relevant

public health and medical information.

8.5.3 Where ACC or the employer's insurance declines to accept liability for illness directly attributable to working conditions, the employer may approve the disregarding of sick leave.

8.6 ACC Leave

8.6.1 ACC leave starts after the first week of an accident covered by ACC.

8.6.2 The week of leave immediately prior to ACC leave will be covered in the following manner:
a) for non-work-related accidents sick leave may be used; or
b) for work-related accidents extraordinary sick leave will be used.

8.6.3 ACC leave does not impact kaimahi sick leave balance, and after the first week is proportionate up to a maximum of 80% base pay.

8.6.4 The proportion of any accident-related absence not covered by ACC leave may be covered by sick leave, annual leave, leave without pay, or approved extraordinary sick leave.

8.7 Tangihanga | Bereavement Leave

8.7.1 Kaimahi will be granted bereavement/tangihanga leave on pay to attend to obligations and/or pay respects to a deceased person with whom they have had a close association or as a result of a pregnancy loss by way of miscarriage or still-birth. If a bereavement occurs while kaimahi are absent on another form of paid leave, they may apply to have their leave converted to bereavement leave. This may not apply if kaimahi are on leave without pay.

8.7.2 In granting bereavement/tangihanga leave the employer will administer these provisions in a culturally sensitive manner, taking into account the following points:
a) The closeness of the association between the kaimahi and the deceased (this association need not be a blood relationship).
b) The miscarriage or still-birth suffered by kaimahi, their spouse or partner; or kaimahi planning to have a child through surrogacy or adoption where the pregnancy has ended by miscarriage or still-birth.
c) Whether the kaimahi has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
d) The amount of time needed to attend to any legal, whānau, or cultural responsibilities or obligations.
e) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

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

8.7.4 If bereavement/tangihanga leave is not appropriate, then annual leave or leave without pay will be granted.

8.8 Parental Leave

Parental leave may be taken by kaimahi of any gender following the birth or legal adoption of a child under five years of age. Adoption shall include whaangai or informal adoption of children. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

8.8.1 Notice required to take parental leave

a) Kaimahi intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner such as a midwife certifying the expected date of delivery, or proof of adoption as may be appropriate.
b) Parental leave may commence at any time during pregnancy, subject to the kaimahi giving Te Pūkenga one month's notice in writing supported by documentation from a registered medical practitioner. A shorter period of notice will be accepted on the recommendation of a registered medical practitioner.
c) Kaimahi intending to legally adopt or whaangai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. The requirement of one month's notice does not apply.

8.8.2 Duration of leave

The length of entitlement to parental leave from the date of birth or date of assuming responsibility for the child is:

a) Kaimahi who have completed one year of continuous service or more are entitled to up to 52 weeks unpaid leave;
b) Kaimahi with more than 6 months service but less than 12 months service are entitled to unpaid leave of up to 26 weeks, but up to six months' additional leave may be granted at the discretion of the employer.
c) Kaimahi who are the spouse or partner of the primary carer are entitled to either one (with six months service) or two weeks (with one or more year/s of service) of unpaid leave as per the Parental Leave and Employment Protection Act 1987.

8.8.3 Return to work

Kaimahi must give Te Pūkenga at least one month's notice of intention to return to work before parental leave expires. When a kaimahi suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should kaimahi wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.

Kaimahi returning from a period of parental leave are entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.

The employer will give due consideration to a request for flexible working including a temporary reduction of hours to, be agreed with the kaimahi after the return from a period of parental leave.

Breastfeeding kaimahi shall have the right to one or more paid breaks per day to breastfeed their child or express breastmilk. The timing of these breaks shall be negotiated with their line manager, provided that such agreement shall not be unreasonably withheld.

8.8.4 Sick leave during pregnancy

Periods of illness due to pregnancy, prior to cessation of duties, will be taken as sick leave. Parental leave is not to be granted as sick leave, with or without pay.

8.8.5 Annual leave

Annual leave owing will not be required to be taken before kaimahi commences parental leave; but may be held over and taken when kaimahi return to work.

8.8.6 Paid parental leave or a Grant

Where kaimahi are entitled to parental leave as above, the first six weeks of parental leave shall be paid at their substantive salary rate. Such paid leave is available to kaimahi at the time they

elect to take parental leave, which may or may not be at the time of the birth.

Kaimahi who have, because of pregnancy, requested a temporary reduction of hours, will be paid the six weeks leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.

Where a primary carer elects to resign after the birth/adoption, such resignation will be deemed to take effect six weeks after the birth/adoption and parental leave shall be paid during this period.

If, for the period of any portion of the parental leave period, the rate of salary payable is later the subject of a retrospective increase, a sum representing the applicable weekly increase shall be paid to existing kaimahi, and to former kaimahi on application.
If both partners are employed by the employer and are eligible for paid parental leave, they are entitled to six weeks paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.

Kaimahi who are entitled to paid parental leave may apply instead, at the time of submitting the parental leave application, for an ex-gratia payment on the following basis:

a) The grant will be payable to an entitled kaimahi on production of the certificate of the birth of the child, (whether live or stillborn) or on production of satisfactory evidence of a legal or whaangai adoption placement.
b) The grant will be of six weeks full salary at the effective date parental leave commenced.
c) The full grant equivalent to six weeks salary as in (b) above will be payable regardless of whether an kaimahi returns to work before the expiry of six weeks parental leave. Receipt of salary will not affect the payment of the full grant.

Kaimahi covered by the Ara Allied and Toi Ohomai Allied schedules should refer to their schedules.

8.8.7 Legislative change

The payment of parental leave in this Agreement is in addition to any entitlement under paid parental leave legislation. Should at some time in the future, an amendment to that legislation, or new paid parental leave legislation require the employer to pay all or part of parental leave, the provisions in this clause will be inclusive of what the employer is required to pay.

8.9 Special Leave

8.9.1 Special leave of absence with or without pay (of up to two years) may be granted to kaimahi at the discretion of the employer. Leave will not be unreasonably withheld in the following circumstances:

a) Cultural, community and sporting activities involving national or provincial representation.
b) Educational activities pertaining to kaimahi work noting that:
    I. For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved.
    II. Examination leave shall be on full pay.
c) Upgrading qualifications at the request of the employer.
d) Marriage of the kaimahi.
e) Involvement in recognised civil defence and search and rescue activities.
f) Attendance at meetings of recognised local authorities as a member.
g) Attendance, as an elected officer of the union, at meetings of TEU.

8.10 Leave for Family Reasons

8.10.1 Kaimahi may be granted leave for family reasons with or without pay in the following circumstances:

a) Serious illness of a family member.

b) Marriage of a close relative.
c) Other important family occasions.

8.10.2 This provision shall be administered in a culturally sensitive manner and approval shall not be unreasonably withheld.

8.10.3 Travelling time with pay may be allowed in terms of clause 8.10.

8.11 Leave for Approved Statutory Authorities

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

a) The council of Te Pūkenga – The New Zealand Institute of Skills and Technology
I Any other representative group of Te Pūkenga the member is elected to
b) A university council
c) Government Superannuation Board
d) New Zealand Qualifications Authority (NZQA)
e) Hearings of the Employment Relations Authority or Court
f) Te Pūkenga Programmes Committee and Moderation panels
g) Waitangi Tribunal or Māori Land Court.

8.12 Family Violence Leave

8.12.1 The employer recognises the seriousness of the issue of family violence and the impacts it may have in the workplace.

8.12.2 The employer is committed to reducing barriers to maintaining stable paid employment for people affected by family violence and assisting any staff in finding pathways out of violence and rebuilding their lives.

a) Family violence may impact on kaimahi attendance or performance at work. The employer will
b) support kaimahi experiencing family violence. This support includes:
c) For those experiencing family violence, up to 10 days of paid leave, from the commencement of employment, in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
d) To support safety planning and avoidance of harassing contact, the employer will approve
e) any reasonable request from kaimahi experiencing family violence for:
f) Changes to their span or pattern of working hours, location of work or duties; a change to their work telephone number or email address; and any other appropriate measure including those available under existing provisions for flexible work arrangements.
g) Kaimahi experiencing family violence will have direct access to the Employee Assistance Programme.

8.13 Jury Service

8.13.1 Any full time, or part time kaimahi required to attend a court on Jury Service will, on the production of a statement from the registrar of the court, be paid their normal gross ordinary daily pay for the days involved in Jury Service. The kaimahi will reimburse to the employer all payments received from the court excluding any reimbursing payment for travel, accommodation or meals.

8.13.2 Kaimahi shall return to work as soon as possible if not selected for Jury Service.

8.13.3 If Jury Service will significantly compromise operational requirements, the employer may

require kaimahi to seek exclusion from Jury Service and the employer will supply a written letter of support for that application for exclusion.

8.13.4 The period with pay is for the time necessary to travel to, to attend and return from the meeting.

Section 9 – Utu tāpui me ngā Whakapaunga | Allowances and Expenses

9.1 Employment expenses

9.1.1 The employer will make reimbursements to kaimahi so that they do not incur personal costs as a result of requirements of the employer. Reimbursement will be according to:

a) the following provisions for reimbursements, allowances and expenses, or

b) the policies, procedures and practices the employer establishes for any matters not specifically covered by the provisions of this agreement.

9.1.2 Travelling away from the workplace on the employer business and curriculum activities.

9.1.3 Expenses incurred in attendance at approved meetings outside the normal hours of duty which may be required of kaimahi.

9.2 Travelling Allowances

Kaimahi required to travel on official business shall be paid a travel allowance as set out in their division's schedule.

9.3 Meal Allowances

9.3.1 Where kaimahi are required to commence work at or before 6.30 am and their duties continue beyond 1.30 pm or commences approved duties before noon and continues beyond 7.00 pm, a meal allowance as per their division's schedule shall be paid. The meal allowance shall not be payable to kaimahi who receive a Travelling Allowance in accordance with the provisions of clause 9.2.

9.3.2 The employer shall provide free morning and afternoon tea to kaimahi.

9.4 Motor Vehicle Allowances

9.4.1 Kaimahi using their own motor vehicle for travel relating to their work shall be reimbursed in accordance with the IRD mileage rates which shall be published by the employer from time to time. Such travel must be approved by the employer and is defined as approved activities directly related to the employer's business.

9.4.2 Kaimahi shall cover the cost of their own travel to and from the work base each day provided that where the work base may vary from time to time, the employer shall pay the difference between home and fixed base and home and variable base, in accordance with and as defined by the employer's policy.

9.5 Relocation Expenses

9.5.1 Relocation expenses shall be paid when a kaimahi normal place of work is moved to a location out of the local area and the kaimahi elects to relocate within 12 months of the change of workplace.

9.5.2 Kaimahi shall be paid actual and reasonable costs of relocation, such costs to include:

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

9.5.3 Where relocation expenses are paid the maximum payment shall be $25,000.

9.5.4 In any case other than specified in sub-clause (a) a payment towards relocation expenses may be made by agreement at the time of making the appointment.

9.5.5 Clause 9.5.3 does not apply to kaimahi based at the former Otago division whose provisions are laid out in the applicable schedule; or to TOPNZ who have no entitlement to relocation expenses.

9.6 Reimbursements

9.6.1 Reimbursement to kaimahi of personal costs incurred relating to the employer's business will be made in full upon application to the employer according to the following provisions:

a) Subscriptions to professional associations where membership is a requirement for the
b) role
c) The cost of annual practicing certificates or registrations, where these are required, either to undertake the work for which kaimahi have been employed, or to maintain membership of a recognised professional association in terms of sub-clause (a) of this clause.
d) Loss or damage to personal property in the course of duty when not due to negligence or misconduct by the Kaimahi and provided that, where appropriate, payment may be less than the replacement.
e) In accordance with the employer's policy, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by kaimahi in the following situations:
    I. when kaimahi attend a course
    II. are travelling on official business, are temporarily relocated; or are required to work abnormal hours; oriv. where kaimahi cannot make alternative arrangements for the care of their dependents without incurring extra expenses.

Prior approval must be given by the manager.

9.7 Compassionate Grant

9.7.1 Upon the notice of the death of a permanent kaimahi, the employer may pay to the next of kin an ex-gratia amount as follows:

a) For kaimahi with at least 10 years' but less than 20 years' continuous service, one-twelfth of the annual salary
b) For kaimahi with 20 years' continuous service or more, one-eighth of the annual salary.

9.7.2 For the purpose of this clause, the term 'next of kin' means:

a) The spouse or partner of the deceased kaimahi; or

b) Where there is no surviving spouse or partner, a relative of the deceased kaimahi previously nominated by them and approved by the employer.

Section 10 – Utu Utu Tāpui| Salary Allowances

10.1 Salary allowances

10.1.1 Salary allowances will be confirmed with kaimahi in writing. The confirmation will include:

a) The reason (including defining the responsibilities if applicable) for the allowance.

b) The period for which the allowance applies.

c) Whether the allowance will be subject to annual review and / or abatement.

10.2 Market Allowance

10.2.1 A market allowance may be paid to reflect difficulty in recruitment or retention of specific skills and /or experience for any specified position.

10.2.2 Market allowances may be annual (fixed term) or on an ongoing basis.

10.2.3 Market allowances may, but should not necessarily as a matter of course, be abated by salary increases including incremental progression and promotion.

10.3 Higher Duties Allowance

10.3.1 A higher duties allowance will be paid to kaimahi who, by agreement, act in a higher position for a period of at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.

10.3.2 Kaimahi may be asked to act in a higher position for less than five consecutive days without any additional payment.

10.3.2 The allowance may be paid at a proportional rate where less than the full duties and responsibilities of the higher position are required to be performed.

10.4 Special Responsibilities Allowance

10.4.1 A special responsibilities allowance may be paid where kaimahi are required to perform duties outside of their job requirements and that are over and above the normal job requirements of the kaimahi.

10.4.2 Special responsibilities may include (but are not limited to):

a) Where kaimahi Māori agree to perform Māori cultural leadership and support in duties pertaining to tikanga Māori, reo Māori, mātauranga Māori and/or Tiriti partnership and relationship development.

b) Undertaking special project work

c) Other responsibilities agreed between the employer and the kaimahi.

10.4 3 Allowances will reflect the nature of the responsibilities and must be:

a) No less than $2,000.00 gross per annum (pro rata for part time or less than one year)

b) No more than 20% of the base salary of the kaimahi.

Special responsibilities allowances will be subject to annual review and may be:

a) For a temporary (fixed term) or,

b) on an ongoing basis or,

c) a one-off payment or koha for responsibilities that are performed as a one off (as opposed to over a period of time).

Section 11 – Hauora me te haumaru | Wellbeing and Safety

11.1 Wellbeing and Safety Commitment

11.1.1 The employer recognises there is potential for kaimahi to experience situations in the performance of their duties which may create a risk to their physical or mental safety and wellbeing. The employer is committed to ensuring that kaimahi perform their duties safely and in an environment that values their physical and mental safety and wellbeing. This is consistent with the employer's obligation under the Health and Safety at Work Act 2015 as a Person Conducting a Business or Undertaking ("PCBU"), to ensure so far as is reasonably practicable, the health and safety of kaimahi within the work environment and to ensure that kaimahi are trained in health and safety procedures and practices.

11.1.2 The employer is committed to developing and maintaining safety and wellbeing processes and practices which:

a) Align to Te Pūkenga values of manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person), and any amendments to the values.

b) Align with Te Pūkenga charter, policies, and procedures.

c) Comply with relevant legislation, including the Health and Safety at Work Act 2015, the Education and Training Act 2020, and the Employment Relations Act 2000.

d) Align with current and accepted health and safety practice both generally and across the range of work that kaimahi perform.

11.2 Protective Clothing and Equipment

11.2.1 In meeting its obligation to provide a safe and healthy work environment, the employer will:

a) Where there is a requirement to wear specific protective clothing, provide kaimahi with sufficient, fit-for-purpose clothing and equipment which is necessary for the nature of the work performed. In relation to protective or specialist equipment and clothing:

I. The employer will provide such clothing and equipment (which may include prescription safety glasses) based on individual requirements at its cost or will reimburse kaimahi for reasonable and pre-approved expenses.

II. Such equipment and clothing remain the property of the employer and must be returned once it is no longer required or the kaimahi employment ends.

III. It will be replaced on a fair wear and tear basis at the cost of the employer.

IV. It will be laundered or cleaned at the employer's cost on a fair and reasonable basis.

b) Monitor the risk of infection or disease associated with particular jobs inclusive of establishing 'baseline' levels in areas like hearing, lung function etc. Kaimahi are also entitled to have all information associated with health monitoring reports in respect of their individual results; and

c) Meet the cost of immunisation where kaimahi are considered to be at a higher-than-normal risk of infection or adverse health effects arising from their work e.g. influenza, hepatitis.

11.3 Kaimahi Engagement, Participation, and Representation Agreement

The employer and TEU view the safety and wellbeing of kaimahi as paramount. Accordingly, the parties agree to maintain a Kaimahi Participation Agreement (the Worker Participation Agreement or WPA) in accordance with Part 3, Subpart 1 of the Health and Safety at Work Act 2015 the employer will encourage kaimahi engagement in health and safety work practices through participation and representation processes and mechanisms. The employer will ensure that kaimahi and the TEU have reasonable opportunities to participate in ongoing processes for the improvement of health and safety in the workplace.

Section 12 – Te Panoni Whakahaerenga | Organisational Change

12.1 Notification

The employer will as early as is practicable notify the National Secretary, and local Organiser of TEU of any review of the organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting members. The employer will ensure that any potential affected kaimahi are clearly identified.

12.2 Intent

The employer recognises the serious consequences of the loss of employment for kaimahi and seeks to minimise those consequences through these provisions. Where possible Te Pūkenga will use its national reach and scope to provide employment and make every attempt to minimise the consequences of loss of employment through surplus staffing situations. These provisions aim to enable the placement of as many surplus kaimahi as possible in alternative positions within the employer and minimise the use of compulsory redundancy.

12.3 Application

12.3.1 These provisions apply to kaimahi who, for all intents and purposes, have an ongoing expectation of employment.

12.3.2 This includes kaimahi who meet these criteria and are on approved leave.

12.3.3 They will not apply to kaimahi who have reached the expiry of a fixed term appointment, or to casual kaimahi.

12.4 Definition

A surplus staffing situation may arise following consultation with affected kaimahi where the employer establishes a requirement to reduce the number of positions or substantially change the nature of the work undertaken by kaimahi. The reasons may be as a result of reduction in funding changes in course or service demands, organisational changes or other identified factors.

12.5 Consultation

12.5.1 Kaimahi will be notified in writing of any review and the employer will advise kaimahi in writing of their right to assistance from the union.

12.5.2 The employer will provide the union with an opportunity to be involved in any review directly affecting its members.

12.5.3 The consultation period will be a minimum of 28 days to allow for TEU and kaimahi to prepare and submit individual and/or collective submissions on the proposal to the employer. The parties may agree to a lesser period. The employer will consider any submissions prior to any decisions as to the outcome of the proposal.

12.5.4 Throughout the review process, both parties will be open and receptive to opportunities that enable on going employment.

12.6 Information

The employer will take all practical steps to provide relevant information requested by TEU.

12.7 Selection Criteria

12.7.1 Where it affects members and selection criteria are to be used, the employer will consult with TEU and the affected kaimahi on any selection criteria to be used.

12.7.2 Selection criteria will either be included with the proposal materials for consultation where possible or provided separately for consultation once a decision has been made on the proposed changes.

12.7.3 The selection criteria must be fair, objective and consistent with the purpose of determining which kaimahi will be declared surplus.

12.7.4 The selection criteria shall recognise the need of the employer to retain necessary skills, knowledge and experience for the operational needs of the organisation.

12.7.5 Affected kaimahi will be given a copy of the selection process outcome as it relates to their assessment and will be given the opportunity to correct any information (if required) prior to the selection outcomes being confirmed.

12.8 Support

12.8.1 The employer will provide appropriate and reasonable support to kaimahi impacted by a review.

12.8.2 The employer recognises that appropriate support will vary by individual. Kaimahi may request additional support if required.

12.9 Determination

12.9.1 As a result of the processes above, when specific positions are identified as surplus, the employer will advise affected kaimahi, and TEU.

12.9.2 If any positions are identified as surplus, the employer will:

a) Provide no less than two months' notice (except for the UCOL Allied kaimahi where it is one month's notice) of the final date of employment. The date may be varied by agreement between the parties.

b) Work with impacted kaimahi on ongoing employment options as outlined in the options below.

12.9.3 At this time the employer will also provide TEU with the following details:

a) The number and location(s) of the surplus positions.

b) The final date of employment.

c) The relevant details of affected members.

d) The position title, location, salary range and current recruitment status of current redeployment opportunities.

12.10 Options

Should any position/s be determined to be surplus to requirements, the employer will work with kaimahi and the TEU organiser on the options below with the intent to minimise the use of compulsory redundancy.

12.10.1 Attrition

Through the normal process of staff turnover, the required reduction in staffing is achieved through resignations over time.

12.10.2 Redeployment

a) Kaimahi may be redeployed to a comparable position at the same or lower salary within the employer.

b) Where a redeployment opportunity exists, kaimahi shall be given due consideration consistent with and appropriate to their skills and experience. The following conditions will apply:

I. Kaimahi may be redeployed on their existing salary, or if the role is at a lower salary band than the role that has been disestablished, kaimahi will be paid:

- an equalisation allowance paid as a lump sum of the equivalent of two years difference between their existing salary and their new salary (the lump sum allowance will not take in to account any subsequent salary increases) OR
- an equalisation allowance paid on a fortnightly basis for a period of two years (this allowance will decrease with any subsequent salary increases).

c) Kaimahi will not be eligible for a redundancy payment if they are offered and decline a position within the employer which is directly comparable to their existing position and which does not require a change in residential location.

d) The employer will be diligent in the consideration and application of its obligations under both the Employment Relations Act and The Education and Training Act in respect to the advertising of vacancies and its obligation and commitment to redeployment of kaimahi.

e) When redeployment occurs outside of the local area, such that a change in residential address is reasonably required to take up the new position, kaimahi may be entitled to relocation expenses as set out in clause 9.5 of this agreement.

f) Included within its schedule is Redeployment on a trial basis for kaimahi from TPP.

12.10.3 Voluntary Redundancy

a) With the exception of areas where there is only one position under review, the employer will call for expressions of interest from kaimahi within the area of review who wish to volunteer for redundancy to cover the surplus/es positions that have been identified.

b) Should the number of volunteers exceed the number of surpluses, the employer will apply selection criteria as defined in clause 12.7 to determine whose application for redundancy will be accepted.

c) Should the number of volunteers not exceed the number of identified surpluses, the employer will accept all expressions of interest from those who have volunteered subject to the operational requirements of the employer.

d) Should there be no volunteers or insufficient volunteers to discharge the surplus, the employer shall then apply the criteria set out in clause 11.7 to identify the kaimahi to be declared surplus.

12.10.4 Retraining

a) In order to enhance the kaimahi prospects of re-employment, retraining is available for
b) kaimahi following an application for retraining with financial assistance.
c) The total retraining payment will not exceed an additional 10% of the gross lump sum redundancy payment that the kaimahi would be entitled to, noting the scheduled provision of EIT.
d) This will not be a cash payment but would be subject to reimbursement claims, or payment on invoice to the employer.
e) There will be no requirement that kaimahi seeking this option are required to be re-employed by the employer.
f) The parties agree that retraining is a worthwhile and efficient option and should not be unreasonably withheld.

12.10.5 Redundancy

a) Where kaimahi positions are confirmed as redundant and all previous options have been explored for on-going employment within the employer without success, the employer will pay redundancy to kaimahi in accordance with the calculation below:
   I. 12% of salary for the preceding 12 months, or part thereof for kaimahi with less than 12 months' service; and
   II. 4% of salary for the preceding 12 months multiplied by the number of years of
   III. service minus one, up to a maximum of 19; and
   IV. Where service is less than 20 years 0.333% of salary for the preceding 12 months multiplied by the number of completed months for the part year.
b) In addition to the above, if any portion of the 2-month notice period is not worked the employer will pay,
   16% of salary for the preceding 12 months (or the appropriate proportion of this), in lieu of notice if any portion of the 2-month notice period is not worked (except for the UCOL division where this clause does not apply).
c) Included within their respective schedules are notice period and calculations for kaimahi from EIT (Allied), NMIT (Allied), NorthTec (Allied), SIT (Academic and Allied), MIT (Academic), TOPNZ (Academic and Allied), WelTec (Allied), TPP (Allied), Unitec (Allied) Toi Ohomai (Allied), Wintec (Allied) and Whitireia (Allied).
d) Outstanding leave (annual and discretionary) entitlements will be cashed up separately.
e) Kaimahi who through agreement have temporarily reduced their hours, or are on a period of unpaid leave, shall have their payment calculated for the 12 months service at the salary of their substantive position.
f) Fixed term employment with the employer immediately prior to permanent employment, shall be counted as service for the purposes of this clause.

12.10.6 Support in Redundancy Situations

a) In addition to the support made available during the review process, the employer will provide access for kaimahi and their whānau to EAP as necessary.
b) Where a kaimahi position has been made redundant and redundancy is to be applied the employer will, in support of kaimahi seeking new employment, provide:
   I. reasonable time off to attend interviews.
   II. a detailed certificate of service as a reference of employment; and
   III. access to career and outplacement support.

c) The employer recognises that appropriate support will vary by individual, additional support may be agreed between kaimahi and the employer.

12.11 Statutory Employment Protection Provision

In any case of restructuring, as defined in the Employment Relations Act 2000, where it is proposed that the employer (or part of it) is to be sold, contracted out, or transferred to another entity, the employer will notify TEU and affected kaimahi that restructuring is a possibility as soon as is practicable, subject to the requirements to protect commercially sensitive information.

12.11.1 Definitions

For the purposes of these provisions "affected employee" (“affected kaimahi”), "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Act 2000. "Te Pūkenga" or “employer” shall mean the original employer party to this Collective Agreement.

12.11.2 Consultation

These employee protection provisions are to be read in conjunction with the organisational change provisions in this Agreement that appear in Clause 11.5. When consulting on matters within this Employee Protection Provision, the employer will provide TEU with relevant information about the proposal and details of how and when it is likely to impact on the affected identified members.

12. 11.3 Terms of Employment

In the course of negotiating a sale or purchase agreement or a contract for services, the employer will endeavour to obtain employment for affected kaimahi and will raise in discussions with the new employer the following matters:

a) Whether or not the new employer will make offers of employment to kaimahi and if so, whether kaimahi will be offered employment in the same capacity.
b) Whether the conditions of employment offered will be the same or no less favourable than kaimahi conditions of employment.
c) Whether service with the employer will be treated as continuous service with the new employer; and
d) Any conditions relating to superannuation under the employment being terminated.

12.11.4 New Employment Opportunities

The employer will subsequently advise TEU and affected kaimahi as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities. The employer will also advise kaimahi and explain the implications of their right to accept or decline to transfer to the new employer.

12.11.5 Implications for redundancy compensation of election to transfer

Kaimahi who are offered a position with the new employer on no less favourable terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer.

Section 13 – Te Whakatau Raruraru Mahi | Employment Relationship Problems

Kaimahi are advised to contact TEU in the event of any dispute or grievance.

The employer aims to provide a fair workplace. At times kaimahi may have concerns about theiremployment and how they are being treated. The employer would like kaimahi to talk to them if this happens.

13.1 What is an employment relationship problem?

13.1.1 An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship.

13.1.2 It does not include any problem with the fixing of new terms for employment.

13.1.3 Listed below are examples of employment relationship problems:

a) Kaimahi think they have been treated unfairly.
b) A personal grievance.
c) A breach of the employment agreement.
d) A dispute over the interpretation, application or operation of the employment Agreement
e) Unfair bargaining for an individual employment agreement.
f) A question about employment status as kaimahi or an independent contractor.
g) A disagreement about arrears of wages or holiday pay, etc.
h) Kaimahi not being allowed to attend union meetings or take employment related education leave; or
i) Kaimahi get a warning or are dismissed.

13.2 Who can help you with an employment relationship problem?

13.2.1 To help you solve employment relationship problem you can contact:

13.2.2 Within the workplace

a) The manager/supervisor or their manager.
b) The People and Culture team.
c) TEU National Office:
Email: teu@teu.ac.nz
Phone: 0800 278 348

13.2.3 Outside the workplace
The Ministry of Business, Innovation and Employment offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem. You can contact the Department on 0800 20 90 20.

13.3 What is a personal grievance?

A personal grievance means any grievance that kaimahi claim against their employer because of :

a) unjustifiable dismissal.
b) disadvantage in employment, or a term of employment is unjustifiable.
c) being discriminated against in the job.

d) being sexually harassed in the job.
e) being racially harassed in the job; or
f) being pressured in the job because of membership or non-membership of a union or kaimahi organisation.

13.4 What can you do if a kaimahi has a personal grievance?

To raise a personal grievance, kaimahi should make the employer aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless:

a) The employer consents to you raising the personal grievance after 90 days; or
b) you successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case the parties must try to mutually resolve your grievance through mediation.

Kaimahi have three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

13.5 Mediation services

If the parties cannot resolve your employment relationship problem, then either or both parties may request help from the Ministry of Business, Innovation and Employment.

13.5.1 The Ministry provides mediation services which may include:

a) information about rights and obligations.
b) information about services.
c) assistance in resolving problems; and
d) fixing new terms of employment.

13.6 Problem not resolved at mediation

If the problem cannot be resolved at mediation, kaimahi can refer it to the Employment Relations Authority or the Employment Court.

PART B – ACADEMIC KAIMAHI

Where there is a conflict between Part A and this Part B, this Part B and the applicable schedule will apply.

Section 1 – Tikanga Kopounga | Terms of Appointment

1.1 Academic Induction

1.1.1 Kaimahi appointed for the first time to a permanent or fixed term position who have not previously taught in the tertiary education sector for more than one year's equivalent service will be required to undertake an academic induction period.

1.1.2 Kaimahi completing an induction period will have a 20% reduction of teaching workload during their first year of teaching, or an equivalent time (or relevant position) load of an academic staff members in the same area, for the purpose of completing initial teacher training or any other professional development programme determined by the employer (e.g. gaining an adult teaching qualification). Members in MIT (Academic), SIT (Academic) and UCoL (Academic) should refer to induction and workload provisions in Divisional Schedules.

1.1.3 In deciding whether an academic induction period is needed, including its duration and the training to be completed, the employer will take into consideration the needs of kaimahi to be successful in their new role including any previous service with a tertiary education provider, and current teaching qualifications.

1.1.4 During the induction period the kaimahi will regularly meet with their manager to discuss their progress.

1.2 Academic Freedom

1.2.1 Under the Education and Training Act 2020 all kaimahi have the freedom within the law, to question and test received wisdom, to put forward ideas, to state controversial or unpopular opinions, and to undertake research.

1.2.2 The employer acknowledges the practice of academic freedom is essential to the professional conduct of teaching, research and scholarship. The employer encourages all kaimahi to engage in the responsible pursuit of knowledge and to provide informed and accurate commentary within the scope of their expertise.

1.2.3 Academic freedom must be exercised in a professional, timely and lawful manner that shows respect for the opinion of others and recognises the statutory requirement for the employer to account for the proper use of resources.

Section 2 – Hāora Mahi | Workload and Duty Hours

2.1 Intent

The employer recognises the importance of setting equitable, reasonable and safe workloads, both for the effectiveness of its operations and services, and for the wellbeing of kaimahi.

Work allocation will be through an open and transparent process, based on sound principles and informed by appropriate quantitative measures.

2.2 Principles

The employer will ensure that academic kaimahi are allocated a workload that adheres to the following principles:

2.2.1 The total workload must be equitable. “Equitable” means that kaimahi with comparable responsibilities should have similar workloads.

2.2.2 Total workload must be reasonable. “Reasonable” means the workload can be managed within the timeframes and deadlines set and that academic kaimahi will be able to maintain a balance between their professional and personal life, accepting that normal fluctuations will occur.

2.2.3 Total workload must be safe. “Safe” means that work will be allocated in a manner that minimises physical or mental harm to kaimahi and their ākonga, as far as reasonably practicable.

2.2.4 All aspects of workload must be taken into account in the allocation of work including:

a) Timetabled teaching hours and all attendant duties including:
   I. Preparation for teaching and facilitation.
   II. Routine administration and participation in the employer’s processes.
   III. Ākonga assessment and moderation.
   IV. Ordinary ākonga pastoral care and assistance.
   V. Routine updating of courses and relevant material.
   VI. Contribution to day-to-day maintenance of teaching areas.
   VII. Maintaining skills and professional currency.
   VIII. Student supervision and mentoring.
   IX. Requirements for research outputs/publications.

b) and all other relevant workload factors including:
   I. class size.
   II. Course and programme development requirements.
   III. Assessment requirements.
   IV. Ākonga support requirements.
   V. Other demands of the teaching programme.
   VI. Experience and skill level of the academic kaimahi.
   VII. Particular requirements related to all delivery modes.
   VIII. Cultural requirements of Charter obligations.
   IX. Management of external relationships including industry, professional bodies, and accrediting organisations.
   X. EEdO/EEO obligations of the organisation.
   XI. The need for breaks from timetabled teaching throughout the year.
   XII. Participation in research projects as appropriate.
   XIII. teaching and travelling across a range of courses/programmes/campuses.
   XIV. Rapidly changing disciplines
   XV. Post-graduate supervision.
   XVI. Consultancy approved by the employer.
   XVII. Requirement to upgrade qualifications.
   XVIII. Requirement to be on duty outside normal hours e.g. noho marae and field trips.

c) Kaimahi Māori
   In addition to the above, and in relation to Clause 3.1 of Part A of this agreement, when planning the allocation of work for kaimahi Māori the following will be considered:
   I. the accountabilities of kaimahi Māori to their, whānau, hapū, iwi, and hapori.

d) acknowledgement of the specific skills, cultural leadership and support in duties pertaining to tikanga Māori, reo Māori, mātauranga Māori and/or Tiriti partnership that

kaimahi Māori undertake outside of their job requirements. Calculation of the workload of online education and other flexible delivery modes must include the processes of design teaching and evaluation and take account of the differences of flexible delivery and classroom teaching.

e) A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in clause 2.3.1 below plus attendant duties above.

2.3 Timetabled Teaching Hours / Workload terms and conditions

2.3.1 The following TTH maxima apply to fulltime kaimahi (see clause 2.4.1 for part time kaimahi) within these maxima, TTH will vary in recognition of different teaching activities and other workload factors. Variations to TTH maxima for kaimahi based at MIT, NorthTec, TOPNZ, TPP, SIT and UCOL are laid out in their respective schedules.

a) Per year (i.e. 01 February to 31 January), for:

- ASM 825 TTH
- Tutorial Assistants 1000 TTH
- ASMs undergoing induction 660 TTH

These TTH maxima will be reduced whenever a day of approved leave other than annual leave or discretionary leave is taken.

b) Per quarter (i.e. the year 1 February to 31 January divided into four equal periods), for:

- ASM 300 TTH
- Tutorial Assistants 360 TTH
- ASMs undergoing induction 240 TTH

These TTH maxima will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken.

c) Where approved, TTH will be reduced as follows:

- ASM 4.5 TTH per day
- Tutorial Assistants 5.5 TTH per day

d) Timetabled teaching for any employee will be spread over no more than 185 teaching days in the year.

e) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima, alternative arrangements may be agreed with the Agreement Monitoring Committee.

f) For ASMs with increased workload because of special responsibilities, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by the employer and which is consistent with the ASMs workload being maintained at an equitable and reasonable level.

g) Planned instruction sessions during overnight field trips (including noho marae) will be deemed TTH.

2.4 Workload Provisions for Specific Types of Position

2.4.1 Part-time Kaimahi

a) All TTH, associated workload, and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of fulltime employment for a part-

time kaimahi.

b) Notwithstanding clause 2.4.1(a) a part-time kaimahi may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed; provided that if the ASM's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

2.4.2 Non-Teaching ASMs

a) A non-teaching ASM shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.

b) The non-teaching ASM will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties related to the position, having due regard for the operational requirements of the polytechnic.

2.5 Duty Hours

The following limits on requirements to undertake duty apply for full-time kaimahi (see clause 2.4.1 for part time kaimahi).

2.5.1 Daily Duty Hours

Kaimahi will:

a) be on duty for no more than eight hours in any day except when:
   I. on field trips or approved off-campus teaching duties (including noho marae), when duty hours will be agreed between the kaimahi and the employer, up to a maximum of 14 hours per 24-hour period.
   II. travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day.

b) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.

c) not undertake duty within 11 hours of completing duty on the previous day.

d) 2.5.1 does not apply to kaimahi based at the former MIT, TOPNZ and Unitec whose provisions are laid out in the applicable schedules.

2.5.2 Weekly Duty Hours

a) Kaimahi may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than 37.5 hours. Variations to this clause for kaimahi based at Ara, EIT, MIT, NMIT, NorthTec, TOPNZ, SIT, Toi Ohomai, TPP, UCOL, Unitec, Wintec and WITT are laid out in their respective schedules.

b) Within the total hours set out in (a) above kaimahi may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week. Variations to this clause for kaimahi based at NorthTec, UCOL, Unitec and Wintec are laid out in their respective schedules.

c) Notwithstanding the variations in 2.5.2(a) and (b), kaimahi may agree to undertake duties:
   I. Before 8:00am and/or after 5.00 pm in excess of the provisions in 2.5.1(a)(ii) above or when necessary to meet the needs of the employer.
   II. at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme

d) When a kaimahi attends an off-campus field trip (including noho marae) that requires them to be on duty in excess of their relevant daily duty hours, the kaimahi and the employer will agree the amount of time in lieu that will be provided to the kaimahi, and when it will be taken.

2.5.3 Exceptions for Clinical Teaching Duties

a) Kaimahi engaging in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year (1 February to 31 January)

b) 2.5.3 does not apply to kaimahi based at the former Toi-Ohomai, whose provisions are laid out in the applicable schedule.

Section 3 – Whakamatuatanga | Leave

3.1 Annual Leave

3.1.1 Kaimahi will receive five weeks of paid annual leave each leave year.

3.2 Discretionary Leave

3.2.1 In addition to any other type of leave, kaimahi who transferred to the employer from Ara, EIT, MIT, NMIT, Otago, SIT, Toi-Ohomai, Whitireia, and WITT, or start employment with the employer based at one of those divisions, have discretionary leave provisions laid out in their respective schedules.

3.2.2 Included within their respective schedules are grandparented discretionary leave provisions for some kaimahi from UCOL, Unitec, WelTec, Whitireia and Wintec.

Section 4 – Kaupapa Whakangungu me te Whanaketanga Ngaiotanga | Training and Professional Development

4.1 Reciprocal Commitment

Kaimahi have an obligation to maintain and enhance their competencies, in their teaching areas, as educators, and cultural competence. The employer has a responsibility to ensure that kaimahi receive timely and appropriate training and opportunities for professional development. The employer recognises the unique and important role that hui Māori and taukiri Māori development (Māori identity development) opportunities play in the personal and professional development of the Tuakiritanga of kaimahi Māori.

4.2 Training

4.2.1 Permanent kaimahi will complete recognised training in the practice of adult and tertiary education. The employer may accept that prior training or experience of kaimahi fulfils all or part of this requirement.

4.2.2 In each of the first two years of employment academic kaimahi may be required to use up to five days professional development time for initial academic kaimahi training.

4.2.3 Appropriate training opportunities will be provided to fixed term academic kaimahi, with consideration of the length of their appointment.

4.2.4 The employer may require kaimahi to engage in other organisational training such as, but not limited to, cultural capability development in Te Tiriti o Waitangi, te reo Māori, tikanga Māori and mātauranga Māori.

4.3 Professional Development

4.3.1 Kaimahi will be entitled to professional development time, expenses and access to the employer's courses according to the provisions contained in their relevant schedules, and/or applicable policy.

4.3.2 This will be subject to:

a) kaimahi submitting a proposed programme of development activities which accounts for this time or its equivalent.

b) The employer approving the proposed programme. Approval will not be unreasonably withheld.

c) reasonable notice being given of proposed activities and the timing of the programmes

d) being negotiated with due regard to operational requirements.

4.3.3 Where approved professional development is undertaken outside of working hours, kaimahi may take the equivalent time as paid leave provided the provisions of 4.3.2 apply.

4.3.4 Provided that the requirements of subclause 4.3.2 are met the following activities will be approved as part of a programme:

a) attending staff development or training programmes sponsored or delivered by the employer or TEU.

b) attending work-related conferences.

c) undertaking work-related study of not less than two weeks.

d) attending professional work-related supervision.

e) development opportunities to ensure transition to different delivery models including (but not limited to) online teaching.

f) the attendance of Māori hui, these may include but are not limited to:

I. Hui Whanau Whakawhanaunga or Hui-a-iwi.

II. Kingitanga.

III. Hui-a-Tau.

IV. Te Ra Whakanui I te Whakaputanga Hahi.

V. Kura Reo.

4.3.5 If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the academic kaimahi may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

4.3.6 Upon application and approval, kaimahi may carry over all or part of their unused professional development days to the following year to a maximum of three years accumulated entitlements. Application for carryover will include a plan for how the carryover time will be used. Approval for carryover shall not be unreasonably withheld.

4.3.7 Unused entitlements for which there is no agreed plan for use of the entitlement shall be forfeited.

4.3.8 The provisions of this sub-clause shall not limit the operation of any employer policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of kaimahi under such policy however, the employer may take into account any payment it makes to, for or on behalf of kaimahi under this sub-clause.

PART C – ALLIED KAIMAHI

Where there is a conflict between Part A and this Part C, this Part C and the applicable schedule will apply.

Section 1 – Kaupapa Whakangungu me te Whanaketanga Ngaiotanga | Training and Professional Development

1.1 Professional Development

1.1.1 Full-time kaimahi shall be entitled to Professional development leave as follows;

a) For kaimahi employed within the Ara, EIT, MIT, NMIT, Open Polytechnic, Otago, SIT, TPP Unitec, Wintec, WelTec, and Whitireia divisions, up to 5 days (37.5 hours / 40 hours where applicable) per annum (pro-rata for part timers)

b) For kaimahi employed within the Toi Ohomai, WITT, NorthTec and UCOL division, up to 10 days (75 hours / 80 hours where applicable) per annum (pro rata for part timers).

1.1.2 Entitlement to professional development leave is subject to the following:

a) The kaimahi having submitted a written professional development plan to the employer.

b) The employer having agreed to the plan; such approval shall not be unreasonably withheld.

c) Reasonable notice being given of the proposed activities.

d) Timing of the activities being set with due regard for the institute's operational requirements.

e) The kaimahi being able to accumulate professional development time over a number of years for a specified professional development programme that the employer has agreed to.

f) The employer may allocate a grant to support actual and reasonable expenses. Refer to specific schedules for NorthTec, SIT and Wintec for grant amounts.

g) Unused development time not being able to be carried over to the following year except as pursuant to e) above.

Section 2 – Taumata Utu Kaimahi | Salaries

2.1 Rates

2.1.1 Rates of annual salaries to be paid to employees for 2024 are listed in the applicable Schedule.

2.1.2 Minimum annual salary rates to be paid to kaimahi are included in Part C, Section 2.5, of this agreement. Part-time kaimahi will be paid on a pro-rata basis.

2.2 Starting salary

2.2.1 The employer may appoint kaimahi onto a step (or within a band for kaimahi at UCOL and Open Polytechnic) within the appropriate band of the scale, taking into consideration the following:

a) Internal and external relativities; and

b) The relevant skills, qualifications, and experience of the employee; and

c) The ease or difficulty in recruiting and/or retaining the specific skills.

2.2.2 Kaimahi who are already employed by the employer and join the union, shall remain on their current salary, so long as it is within the correct salary band for the position. Movement onto a step shall occur at the next annual progression date as per clause 2.3.

2.3 Progression within salary bands

2.3.1 This clause does not apply to UCOL or Open Polytechnic, members should refer to their respective schedules.

2.3.2 Kaimahi shall progress to the next step within the salary band annually, subject to satisfactory performance, until they reach the merit bar top step in the band.

2.3.3 The employer may withhold the salary progression if, in the opinion of the employer, kaimahi performance is unsatisfactory in the previous year.

Where progression is withheld, kaimahi shall be advised in writing of the reason(s).

2.3.4 The employer may award accelerated progression in circumstances where they consider the employee to have clearly and measurably exceeded performance expectations for the preceding 12 months.

2.3.5 Kaimahi above the merit bar may be granted a merit increase, on application, or recommendation from the manager subject to performance outcomes being met. To be eligible for a merit increase, performance expectations must be set at the beginning of the period.

2.4 Movement between salary bands

2.4.1 All positions are allocated to a salary band on the based-on job evaluation.

2.4.2 Movement between bands may occur at discretion of the employer where:

a) Kaimahi are appointed to a new position with a job evaluation aligned to a different band.
b) Where the content of a position has changed significantly, such that it warrants re-evaluation in accordance with policy.

2.5 Salary Scales

2.5.1 Effective from 1 January 2024, and subject to the Remuneration provisions in the Terms of Settlement, a 4% increase will apply to all paid and printed rates. The following Allied Divisions shall refer to the applicable schedules for their scales: MIT, UCOL and Otago.

2.5.2 Effective from 1 January 2025, kaimahi will be translated into the following salary scale, which includes the 4% salary increase:

Band	Step (N/A for UCOL and TOPNZ)	Scale 2025 (4%) 37.5 hours	Scale 2025 (4%) 40 hours
D	1	$48,016	$51,217
	2	$49,516	$52,817
	3	$51,064	$54,468
	4	$52,659	$56,170
	5	$54,305	$57,925
	6	$56,002	$59,735
	7	$57,752	$61,602
	8	$60,019	$64,021
E	1	$54,210	$57,824
	2	$55,904	$59,631
	3	$57,651	$61,495
	4	$59,453	$63,416
	5	$61,311	$65,398
	6	$63,227	$67,442
	7	$65,203	$69,549
	8	$67,763	$72,280
F	1	$62,731	$66,913
	2	$64,691	$69,004
	3	$66,713	$71,160
	4	$68,798	$73,384
	5	$70,948	$75,677
	6	$73,165	$78,042
	7	$75,451	$80,481
	8	$78,414	$83,641
G	1	$72,637	$77,480
	2	$74,907	$79,901
	3	$77,248	$82,398
	4	$79,662	$84,973
	5	$82,151	$87,628
	6	$84,719	$90,366
	7	$87,366	$93,190
	8	$90,796	$96,849

Band	Step (N/A for UCOL and TOPNZ	Scale 2025 (4%)	Scale 2025 (4%)
H	1	$83,940	$89,536
	2	$86,563	$92,334
	3	$89,269	$95,220
	4	$92,058	$98,195
	5	$94,935	$101,264
	6	$97,902	$104,428
	7	$100,961	$107,692
	8	$104,925	$111,920
I	1	$98,183	$104,728
	2	$101,251	$108,001
	3	$104,415	$111,376
	4	$107,678	$114,857
	5	$111,043	$118,446
	6	$114,513	$122,147
	7	$118,092	$125,964
	8	$122,728	$130,910
J	1	$115,861	$123,585
	2	$119,482	$127,447
	3	$123,215	$131,430
	4	$127,066	$135,537
	5	$131,037	$139,773
	6	$135,132	$144,140
	7	$139,355	$148,645
	8	$144,826	$154,481

Key	Salaries over the merit bar

Note 1: Only the following Divisions can appoint kaimahi into steps below D4: NorthTec, Unitec, Whitireia, EIT, Tai Poutini, Ara.

Note 2: The ordinary hours of work shall be 37.5 hours a week, except in the Divisions referred to in Parts C 3.1.2 and 3.1.3.

Note 3: The UCoL and Open Polytechnic Divisions will operate the above scales as a range, with the top and bottom rate as the top and bottom of the range, taking note of Note 1.

2.6 Translation

2.6.1 Kaimahi who are already employed by the employer and join the union, shall remain on their current salary, so long as it is within the correct salary band for the position. Movement onto a step shall occur at the next annual progression date as per clause 2.3 (this clause does not apply to kaimahi at UCOL and Open Polytechnic).

2.6.2 Kaimahi whose salary is below the minimum of the relevant band will have their salary increased to the first step in the relevant band upon joining the union.

2.6.3 Kaimahi whose salary is above the maximum of the relevant band will:

a) Receive a "translation allowance" equal to the difference between the top of the band and their current salary to be abated (either in part or in full) by negotiated increases annually.

b) Not be entitled to progression within the salary band until their salary is within band.

Section 3 – Ngā hāora mahi | Hours of Work

3.1 Duty Hours

3.1.1 Ordinary hours of work shall be up to 37.5 hours per week for kaimahi at: EIT, MIT, NMIT, SIT, Tai Poutini, Toi Ohomai, Unitec, Whitireia, Wintec.

3.1.2 Ordinary hours of work shall be up to 40 per week for kaimahi at: UCOL, WelTec, WITT

3.1.3 Ordinary hours of work shall be up to either 37.5 or 40 hours per week for kaimahi at for NorthTec, Open Polytechnic, Otago, Ara, with 37.5 being typically offered at Ara and Otago.

3.1.4 This will normally be worked over 5 consecutive 7.5-hour or 8-hour days:

Monday to Friday

7am to 9pm at Whitireia, SIT, Otago

Monday to Saturday

6am to 10pm at NMIT, for Aquaculture Technicians, this is Monday-Sunday

6am to 10pm at Toi Ohomai, Aquatic Centre kaimahi working weekdays 5am-9pm, weekends 6.30am-9pm.

7am to 9pm at Ara, EIT, MIT, Unitec, WelTec and WITT.

8am to 6pm at Tai Poutini

8am to 9.30pm at UCOL

Across the week

between 7am and 9pm at NorthTec and Open Polytechnic

between 7am and 10pm at Wintec.

3.2 Varying the normal work hours

3.2.1 Both parties recognise that, from time to time, there will be a need to create positions with a regular requirement to work outside the normal hours of work specified in clause 3.1.

3.2.2 Kaimahi employed under the terms of this Agreement shall not have their existing hours of work altered other than by agreement between the parties.

3.2.3 Where there is a demonstrated need to vary the normal working hours of kaimahi covered by this Agreement, the employer shall discuss with the local TEU Organiser at an early stage.

3.2.4 The proposed variation in normal working hours may be for groups of kaimahi or individual kaimahi. Agreement to the proposed variation will not be unreasonably withheld.

3.3 Work Breaks

3.3.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.

3.3.2 A kaimahi shall be allowed two rest breaks of 15 minutes each day, in the morning, afternoon or evening, at times specified by the employee's supervisor.

3.3.3 Each kaimahi shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty. For those kaimahi within the UCOL division, the minimum break shall be eleven hours.

3.3.4 No kaimahi shall be required to work for more than four hours continuously without being allowed a meal break of not less than half an hour.

Section 4 – Hāora tuwhene/utu āpiti | Overtime

4.1 Overtime Rates

4.1.1 Overtime applies to hours worked outside or in excess of the ordinary hours of work.

4.1.2 Kaimahi shall, by mutual agreement, be compensated for authorised overtime by either of the following options:

a) Time off in lieu of overtime to be taken as one hour for each hour worked, in accordance with clause 4.3.
b) For payment at overtime rates, refer to applicable Schedule.

4.1.3 A kaimahi required to work overtime on a Saturday, Sunday or whole public holiday shall be paid a minimum payment equal to 3 hours at the appropriate rate referred to in 4.1.2 above.

4.1.4 Roles that regularly operate outside of ordinary days and hours of work (e.g. security, events, facilities), as agreed in accordance with clause 3.2, will be excluded from these provisions or have a variation applied as agreed between the employer and TEU.

4.1.5 Existing variations at Otago shall be maintained (refer relevant schedule).

4.2 Limits on Payment of Overtime

4.2.1 Kaimahi receiving a salary of over Band F Step 5 or over, will not be eligible to receive overtime payments.

4.3 Time Off in Lieu of Overtime

4.3.1 Access to the taking of time off in lieu shall not be unreasonably withheld. It needs to be taken at a time suitable to the operation of the employer and arranged in advance.

4.3.2 Time in lieu can be accrued to a maximum of the ordinary working week.

4.3.3 Time in lieu needs to be taken prior to annual leave and taken within six months of it being earned, or it will be forfeited.

4.3.4 Where time in lieu has been earned but has not been able to be taken because the employer has not been able to accommodate kaimahi requests, an extension may be negotiated or the time in lieu may be cashed up on a T1 basis.

4.4 Penal rates on Public Holidays

Kaimahi refer to Part C, Section 5.2.

4.5 Call Back

4.5.1 Subject to the provisions of subclauses 4.5.2 and 4.5.3 below, where kaimahi are called back to work after completing their day's work and leaving the place of employment or are called back before their normal time of starting work and does not continue working until such normal starting time, kaimahi shall be paid for a minimum of three hours, at the appropriate rate.

4.5.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.

4.5.3 Where a call back commences before, and continues beyond, the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

Section 5 – Whakamatuatanga |Leave

Subject to the following, leave shall be allowed pursuant to the provisions of the Holidays Act 2003 and its amendments.

5.1 Service for Leave Purposes

For the purposes of this clause, the following definitions apply:

5.1.1 In the case of kaimahi engaged by the employer as at 15 August 1992, service shall be deemed to include all prior service as defined in Clause 15 "Service for Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152).

5.1.2 In the case of kaimahi engaged from 16 August 1992, service shall mean continuous service within the polytechnic sector.

5.1.3 "Continuous service", for the purposes of the provisions for long service leave shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months, other than an approved leave of absence without pay.

5.1.4 In any instance where kaimahi has received a benefit for severance or early retirement from a previous employer where such employment would otherwise qualify for "service" under subclauses 5.1.1 and 5.1.2 above, such employment which has been taken account of in calculating the benefit shall not be credited for "service" in any of the provisions of this Clause.

5.2 Public Holidays

5.2.1 In accepting this Agreement kaimahi agree to work on any public holiday or day of special leave if for them that day would otherwise be a working day.

5.2.2 If kaimahi does not work on a public holiday then, provided for them that day would otherwise be a working day, they will be paid not less than their relevant daily pay for the day.

5.2.3 If kaimahi does work on a public holiday they are entitled to payment for the time worked at time and a half (based on the appropriate portion of their relevant daily pay), except that kaimahi at the Otago division are entitled to be paid at double time rates. In addition, provided that day would otherwise be a working day for the kaimahi, then they are additionally entitled to a whole alternative holiday. However there is no entitlement to an alternative holiday for kaimahi who work for the employer only on public holidays.

5.2.4 The "alternative holiday" is to be taken by mutual agreement on a day that would otherwise be a working day for the kaimahi and should be taken as soon as possible after it is earned. Payment for the alternative holiday shall be at the relevant daily payrate for the kaimahi for the day on which the alternative holiday is taken.

5.2.5 If agreement cannot be reached, the alternative holiday may be taken on a date chosen by the kaimahi, having regard to what is convenient to the employer.

5.2.6 Kaimahi may request to exchange an alternative holiday for payment provided more than 12 months has passed since entitlement to the holiday arose. If the holidays are not taken within 12 months, then the employer may give notice of when the holidays are to be taken or may direct them to be cashed up.

5.2.7 Where a public holiday falls during a period of paid leave then the kaimahi will be additionally entitled to a whole alternative holiday.

5.3 Annual Leave

Annual leave entitlements for kaimahi are as follows:

5.3.1 For kaimahi employed at the NorthTec, Tai Poutini, WelTec and Wintec divisions
Four weeks annual holidays paid in accordance with the Holidays Act 2003.

5.3.2 For kaimahi employed at the MIT division
Four weeks annual holidays paid in accordance with the Holidays Act 2003. Upon completion of six years of service kaimahi shall become entitled to five weeks annual leave in that and all succeeding years.

5.3.3 For kaimahi employed at the Otago, SIT, WITT and Whitireia divisions
Five weeks annual holidays paid in accordance with the Holidays Act 2003.

5.3.4 For kaimahi employed at the UCOL division
Four weeks plus one day per annum. Part-time employees will be paid according to their proportion.

5.3.5 For kaimahi employed at the NMIT division
Four point two (4.2) weeks annual leave each year, and upon completion of five years' service five weeks leave in that year and each succeeding year, paid in accordance with the Holidays Act 2003.

5.3.6 For kaimahi employed at the Ara, EIT, Toi Ohomai, and TOPNZ divisions
Four weeks annual leave each year, and upon completion of five years' service five weeks leave in that year and each succeeding year, paid in accordance with the Holidays Act 2003.

5.3.7 For kaimahi employed at the Unitec division
Four weeks annual leave in the first year and five weeks annual leave each year upon completion of the second year of service, paid in accordance with the Holidays Act 2003.

5.3.8 Additional details on annual leave are in the applicable schedule.

5.4 Long Service Leave

Long service leave entitlements are set out in the applicable schedule.

5.5 Employer holidays

To be read in conjunction with entitlements in Part A Section 8.2.2.

5.5.1 The following days are institute holidays and are days of paid leave in addition to annual leave and public holiday entitlements:
The three days between Christmas and New Year are paid leave.

PART D – DIVISIONAL SCHEDULES

The CA and all Schedules, Academic and Allied, will be available on the intranet, from your People and Culture team or the TEU.

Ara Institute of Canterbury (Ara)
Eastern Institute of Technology (EIT)
Manukau Institute of Technology (MIT)
Nelson Marlborough Institute of Technology (NMIT)
Northland Polytechnic (NorthTec)
Open Polytechnic (TOPNZ)
Otago Polytechnic (Otago)
Southern Institute of Technology (SIT)
Tai Poutini Polytechnic Limited (TPP)
Toi Ohomai Institute of Technology (Toi Ohomai)
Unitec New Zealand Limited (Unitec)
Universal College of Learning (UCOL)
Waikato Institute of Technology (Wintec)
Wellington Institute of Technology (WelTec)
Western Institute of Technology at Taranaki (WITT)
Whitireia Community Polytechnic (Whitireia)

Ara Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as Ara and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Coverage and Parties
Section 2	Interpretation and General Definitions
Section 3	Terms of Appointment
Section 4	Career Progression and Remuneration
Section 5	Workload
Section 6	Leave
Section 7	Training and Professional Development
Section 8	Allowances, Expenses and Grants
Schedule A	Agreement Monitoring
Schedule B	Salary Scales (New Employees)
Schedule C	Grandparent discretionary leave
Schedule D	Factors Characterising Academic Staff
Schedule E	Workload Policy
Schedule F	Computing for Free Tutorial Assistants
Schedule G	Academic Staff and Community Learning Facilitators

Section 1 - Coverage And Parties

1.1 Working Parties

1.1.1 Ara and TEU agree to set up:

a) working parties upon receipt of a request to do so from either party to deal with as expeditiously as possible matters relating to:
   I. salaries and allowances paid by Ara to academic staff; and/or
   II. conditions of employment of academic staff employed by Ara.

b) To examine and recommend how an employee party to this agreement gains the position, title and remuneration of a Principal Academic Staff Member (PASM). This term will include but not be limited to:
   I. the wording and impact of clauses in the agreement and in particular Parts 3 & 4 as previously raised, excluding any changes that may be agreed as part of the current negotiations, and
   II. the relevant/relative references to Schedule A

c) The respective parties will be entitled to have a minimum of two maximum four representatives to form the working party. The employer representatives will be determined by the Chief Executive. The TEU representatives will be determined by the local TEU branch.

d) Any agreements reached by the working parties will be ratified by TEU members.

e) Time will be made available to TEU members to enable effective participation in the working parties.

Section 2 - Interpretation And General Definitions

2.1 "Academic Specialist Position (non-teaching academic staff member)"

2.1.1 means a non-teaching position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule D.

2.2 "Clinical Teaching"

2.2.1 means off-campus health science teaching involving patient care.

2.3 "Polytechnic"

2.3.1 has the same meaning as defined in the Education Act 1989 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CE fulfils the role of employer.

2.4 "Service" means

2.4.1 periods of continuous part-time service with the employer, which are aggregated to be the equivalent of full-time TTHs for the purposes of this definition, and any other service the employer agrees to recognise at the time of appointment

2.4.2 Employees who are covered by this agreement (by virtue of membership of TEU) as at 5 September 2013 who have been employed in any NZITP, REAP Community Education Centre or any organisation which is now a polytechnic or have service as a teacher or educator in any operation which has been absorbed in to the polytechnic sector will have that service recognised for the purposes of other entitlements in this collective agreement. Any employees joining this agreement after the above date will only have service at Ara recognised.

2.4.3 "Continuous service" for the purposes outlined above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include any:

a) approved leave without pay
b) breaks of not more than three months between employment within the polytechnic service.

2.5 "Teaching Day"

2.5.1 means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

Section 3 - Terms Of Appointment

3.1 Appointment Procedures

3.2.1 Advertising of Positions
Where the status of a position is changed to permanent and the position is substantially the same as those being performed by a non-permanent incumbent/s, the position need only be advertised internally.

3.2.2 Other Positions
Where the proportionality of a position is altered by agreement between the employer and the employee the incumbent will have automatic right to the position provided TEU is notified. If the re- designation occurs as a result of surplus staffing the provisions of Part A, Section 12 apply.

a) Where a position is made permanent and it is intended to appoint the incumbent, the employer need not advertise the position but should notify the local branch of TEU.

Section 4 - Career Progression and Remuneration

4.1 Part-time Positions

4.1.1 Salaries will be paid on a proportional basis as follows:

a) full time salary rate x predetermined proportion of the position, to be confirmed in the letter of appointment.

4.1.2 Where kaimahi are engaged on a 'minimum agreed hours' basis, their hourly rate will be confirmed in the letter of appointment. Where this involves timetabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited and shall be equitable to reflect the workload of a full-time kaimahi doing similar work.

4.2 Salary Progression

Progression within the ASM Grade

4.2.1 Increments

a) Subject to subclauses (b) (c) and (d) of this clause permanent and fixed- term kaimahi in the ASM Grade will move one step after each year of service until reaching the merit step.

b) Any permanent and fixed-term ASM shall receive an increment to the next salary step up to and including step 11 on the part-time salary scale upon completion of:

I. 825 contact hours; and

II. at least two modules of the Certificate of Teaching and Learning Tertiary (level5) (or equivalent), if the part time ASM does not have an approved adult teaching qualification or equivalent. A level 5 Tertiary Teaching and Learning Certificate must be completed within 5 years of this agreement or from the date of first appointment after 1 April 2016

c) No increments will be paid to employees on an induction period.

d) No increments shall be paid to casual employees except where the employee is also employed on an hourly paid part-time basis in which case any contact hours worked will count as TTH for the purposes of progression within the hourly paid scale. In all other cases the initial salary assessment will apply.

4.2.2 Advanced Increments

a) A double or accelerated increment may be approved by the employer for:
   I. meritorious performance
   II. ensuring relativity within the Institute
   III. retention.

b) The new increment date is from the date of the advanced increment.

4.2.3 Withholding of Increments

An increment may be withheld if in the employer's opinion an employee's performance over the previous year has been unsatisfactory. The employer will notify the employee of the decision and the reasons for it.

4.2.4 Progression for Full Time & Part-time ASMs and Academic Specialists on annual salary rates from Step 10 to Step 11

a) There will be a bar to progression beyond step 10.

b) To progress to step 11 an ASM will need to have:

   I. completed 12 months on step 10
   II. completed an induction period and verified that the standards specified under ASM in Schedule C have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member.
   III. used the professional development opportunities provided by clause 7.3
   IV. completed tertiary teaching level 5 qualification (but in any event within three years of appointment

   All ASM and Academic Specialists who meet these criteria will move to step 11.

c) Where an ASM or Academic Specialist has been prevented from complying with the last two criteria in (d) (ii) above by the employer's failure to make necessary provisions according to this agreement, these criteria will not apply.

4.2.5 Appointment Salary

Nothing in the above clauses should be read as preventing a new employee, in appropriate circumstances, from being appointed to any step within the ASM, SASM or PASM grades.

4.2.6 Promotion between grades

Promotion between grades will occur as follows:

a) to SASM on verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule D.

b) to PASM under policies and procedures developed in accordance with Schedule A.

4.2.7 Progression within SASM and PASM

a) Progression within the SASM grade shall be by verification of professional practice set out in Schedule D.

b) Progression within the PASM grade will be in accordance with policies and procedures developed in Schedule A.

4.2.8 Merit Progression

a) The minimum salary increase shall be $1,300.

b) Successful applications for promotion to SASM and progression within the SASM or PASM grades will attract an increase in remuneration at the time of promotion and again in the second and third years, both subject to verification from the employee's Director or delegate of continued performance as evident as at the time of promotion.

c) In the year following the promotion/progression outlined above, a payment of a minimum of $1,300 will be made, and in the third year an amount equal to 50% of the second year payment will be made.

d) If there is less than $1,300 movement available before reaching the maximum amount for the grade, the increase shall be adjusted to reach the maximum and no further movement will apply.

4.2.9 Annual Funding for Merit Movement

a) An amount of 0.5% of the total base salaries for employees covered by this agreement will be set aside each year to fund merit progressions for these staff. Merit progressions will include all salary movements which are not required to be automatic by this Agreement.

b) Progression from ASM step 10 (ten) to 11 (eleven) is funded outside of the 0.5% annual funding for merit movement.

Section 5 - Workload

5.1 Hours of Work Parameters

The following requirements apply for full-time employees (see clause 5.7.1 for part-time employees).

The parties acknowledge the professional responsibilities of employees to discharge their employment duties subject to the following:

5.1.1 Weekly Hours of Work

full-time employee's hours of work shall be an average of 40 per week.

(a) Weekly Duty Hours

("Duty" refers to any time when an academic staff member is required by the employer to be on duty at the Institute or at another location.)

I. An employee may be required to undertake duty each week between the hours of 8.00 a.m. and 9.30 p.m. Monday to Friday inclusive, and for a total of no more than:

- 34 hours for ASMs, SASMs & PASMs and Tutorial Assistants
- 36 hours for ASMs, SASMs & PASMs and Tutorial Assistants who consent, or who have agreed at the time of appointment, to this higher limit
- 37.5 hours for Academic Specialist (NASM).

II. Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 p.m. and on no more than two nights each week.

III. An employee may consent to undertake duties:

- after 5.00 p.m. in excess of the provisions in (ii) above.
- at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme under clause 7.

(b) Daily Duty Hours

An employee will:

I. be on duty for no more than eight hours in any day, except when
- on field trips or approved off-campus teaching duties;
- travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day;

II. take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.

III. not undertake duty within 11 hours of completing duty on the previous day.

(c) Research Conditions

Research is an important component of the institute's ability to deliver high level education and we are committed to ensuring a high profile for the Institute in the education sector. Research is part of the required academic endeavour in many programmes of study and particularly for staff teaching on Degrees. As such, research activity will be agreed within the context of the overall annual work plan, which will include a tangible reduction of other teaching and learning activity that is negotiated and recorded.

5.2 Flexible Learning and Distributed Learning

5.2.1 Definition:

Electronic Education (E-Education) is education that is technology enhanced educational delivery, either at a distance or by students learning on site using stand-alone resources and using electronic media including e-mail, network base, and/or video and telecommunication and web-based multi-media formats.

5.2.2 Workload:

It is agreed that the design, development and delivery of E-Education has factors different from current traditional practice.

5.2.3 Training and Support:

Where a tutor is assigned a course or courses that are to be converted or designed for E- Education the tutor shall be provided with resources and training sufficient for the task.

5.3 Workload Provisions For Specific Types Of Positions

5.3.1 Part-time Employees

a) All TTH, weekly hours of work and duty hours maxima set out above will be reduced according to the pre-determined proportion of full-time employment for a part-time employee.

b) Notwithstanding clause Part B 2.3.1a) a part-time employee may consent to work full-time for a proportion of the year equal to the proportion for which they have been employed; provided that, if the employee's employment is prematurely terminated, payment will be made for the necessary number of additional days to bring the workload back to the pre- determined proportion of full-time.

5.3.2 Academic Specialist (NASM)

a) An Academic Specialist (NASM) shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.

b) The Academic Specialist (NASM) will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties having due regard for the operational requirements of the Institute.

5.4 Intellectual Property

5.4.1 An Intellectual Property Policy has been developed. It is agreed that the issues raised by TEU during the course of bargaining were taken into account.

Section 6 - Leave

6.1 Discretionary Leave

This clause applies to current employees as at 1 Feb 2012 and new employees after that date who are on annual salary rates. Schedule B Salaries apply to these employees.

6.1.1 ASMs, SASMs and PASMs will be entitled to three weeks per leave year to be used at the employee's discretion, with the following exceptions:

a) Up to three weeks in each of the first two years of employment for initial training.
b) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the Institute's formal appraisal procedures; and

two weeks of discretionary leave may be directed by the employer for the purposes of all aspects of the employee's position.

6.1.2 The Employer or employee may initiate a process to negotiate changes to discretionary leave conditions provided that:

a) the employee is advised that they are entitled to assistance from TEU prior to entering into the negotiations;
b) if the duties are for teaching, there will be a maximum of 15TTH per week and associated increase in teaching days;
c) every week of discretionary leave that is converted into duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the base salary;
d) discretionary leave converted pursuant to this process may be for a specified period of time or be permanent;
e) any agreement under this section will be in writing and signed by both the employee and the employer.

6.1.3 Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic. Wherever practicable each employee shall be provided with a leave timetable by 31 March each year

6.1.4 Periods of discretionary leave and annual leave may be continuous.

6.1.5 Discretionary Leave may be accumulated according to any conditions that have been agreed by the employer and the employee. Any agreement shall be for a maximum of two years, be in writing and will have a finishing date.

6.1.6 Discretionary leave will not apply to Academic Specialists or Tutorial Assistants.

6.1.7 Discretionary Leave for those who elected to grandparent Discretionary Leave as at 2 December 2011 and those transferring in ex Aoraki and grandparented DL is outlined in Schedule C.

6.2 Purchasing Additional Leave

6.2.1 Employees who are entitled to 6 weeks leave (annual/discretionary) per annum may apply to buy additional annual leave (by reducing their annual base salary by 2% per week) according to the following criteria:

a) The maximum buyout will be three weeks per annum;
b) The additional leave will be costed on an individual basis ensuring there is no disadvantage to the employee for each week of leave bought;
c) Any agreement shall be for a minimum of one year and a maximum of three years, and be in writing signed by the employer and the employee;
d) Arrangements must be signed prior to 1 February in the year the additional leave is to be taken;
e) The employee's annual base salary will be adjusted to reflect the arrangement;
f) All contractual leave must be taken prior to the additional annual leave.

6.2.2 Annual and Discretionary Leave for Employees with Short Service

a) Where an ASM, SASM or PASM has served less than 12 months and has a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:
   I. Five weeks' leave entitlement: (i.e.no discretionary leave) **10** percent of the period worked less any leave taken
   II. Six weeks' leave entitlement : (i.e. five weeks' annual leave and one week's discretionary leave) **12** percent of the period worked less any leave taken
   III. Seven weeks' leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave) 14 percent of the period worked less any leave taken
   IV. Eight weeks' leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave) 1**6** percent of the period worked less any leave taken

b) Employees with short service who have insufficient accrued leave will be able to take leave in advance to cover the period when the Institute is officially closed between Christmas and New Year.

6.3 Sabbatical Leave

6.3.1 Statement of intent

a) It is recognised by Ara that it is important for the well-being of Ara that academic staff involved in research have the opportunity for extended periods of research. Sabbatical leave is available to staff who teach on degree programmes and who
b) undertake research activities and is a competitive process. The maximum amount of sabbatical leave that can be accrued is 52 weeks.

c) Preference will be given to applications from employees who have been declined in previous years and who have reapplied, if the new application is of equal merit to that of a first time applicant.

6.3.2 Duration of sabbatical

a) 20 weeks after five years' service (excluding leave)

b) 52 weeks after seven years' service (inclusive of leave entitlement).

c) Tutors who are involved in research as part of their workload are eligible to apply for sabbatical on meeting the service requirements and demonstrating an appropriate research record.

d) A published timeline to be made available to staff each year no later than 31 March for application for the following year. Each such application shall include a proposal for the use of academic study leave. The sabbatical proposal must include a clear statement of the time required, the intended benefits to the teaching or research of the individual applying, and the benefits to Ara or the wider community.

e) The criteria for approval of a proposal shall include the individual's record of research activity, the competence of the individual to undertake the proposed activity, length and level of service since last sabbatical, and the potential benefits as outlined in the proposal.

6.3.3 Award of Sabbatical

a) The panel shall consist of nominated delegate of the CE, Director or delegate and TEU representative. The panel can co-opt expertise onto the panel. This may include an external person(s).

b) Assistance with expenses incurred in undertaking sabbatical shall be considered by Ara in negotiation with the applicant.

6.3.4 Bonding

a) Successful applicants for sabbaticals will be bonded to Ara for a period and with terms negotiated with the individual. The period of the bond, to a maximum of two years, shall normally be related to the term of the sabbatical and the costs to Ara in providing it.

6.4 Four For Five Employment Option

Ara has implemented a Four for Five Employment option. The four for five employment option will be available to full-time permanent employees who may agree that, with no substantive changes to duties, they would receive 80% of their full-time salary and after each four years of work may take a fifth year off on 80% of pay. A policy will be developed and agreed with TEU.

The intention of this provision is to give employees opportunities for refreshment either personally or professionally or both.

Section 7 - Training And Professional Development

7.1 Professional Development

7.1.1 Permanent and fixed-term full-time and part-time ASMs, SASMs, PASMs and Academic Specialists will be allocated fifteen duty days (five days of which is available to the employer for directed PD) for professional development activities in each full year for which they are employed, reduced on a pro-rata basis, for periods of employment of less than a full year; and permanent and fixed-term full-time and part-time ASMs, SASMs, PASMs employees who have elected to grandparent discretionary leave will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro-rata basis, for periods of employment of less than a full year.

7.1.2 Permanent and fixed-term salaried full-time and part-time ASMs, SASMs, PASMs and Academic Specialists will be entitled to a sum of $300 with a further sum of $100 for a cumulative professional development fund. TEU members may apply for a grant from this fund.

7.1.3 Professional development days may be accumulated according to conditions that are agreed between the employer and employee, subject to a maximum of 30 days which may be taken on a single occasion to allow an extended period of time back in industry or business.

7.1.4 'Minimum guaranteed hours' employees will be entitled to apply for up to five (5) days for professional activities in each full year for which they are employed, reduced on a pro-rata basis for contact hours of less than 412. The agreed time will be paid at the non-contact hourly rate.

Section 8 - Allowances, Expenses and Grants

8.1 Travelling Allowance

8.1.1 An employee required to travel within New Zealand on official business will be paid a travelling allowance. From 01 October 2019 the allowances are as follows:

a) approved actual and reasonable accommodation costs, or an allowance of $44.04 as at date of ratification in 2024 and shall increase as at 01 January 2025 to $45.80 per night when staying privately, and
b) actual and reasonable travel costs, and
c) actual and reasonable meal costs up to $87.11 as at date of ratification and shall increase as at 01 January 2025 to $90.59 for each completed 24 hour period, and
d) an incidental allowance of $11.03 as at date of ratification and shall increase as at 01 January 2025 to $11.47 for each 24-hour period or part thereof
e) in addition, when away from home on official business, an employee is entitled to one visit home per month at the employer's expense.

Where appropriate the employee will provide proof of payment.

8.2 Meal Allowances

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $18.12 as at date of ratification and increase to $18.84 as at 1 January2025.

8.3 Reimbursement Of Use Of Personal Computer Equipment

In recognising that the rapid development of personal computer hardware, software and communications is producing changes in work patterns, Ara will provide compensation towards the cost of computer equipment owned by salaried full-time and part-time employees and which is used to the benefit of the Institute.

This will be done by a refund of up to $300 annually, on production of receipts verifying actual expenditure within that financial year of up to this amount together with a statement from the employee's Director or delegate confirming that the expenditure was incurred for the benefit of the Institute.

Schedule A

Agreement Monitoring

In the event that the parties to this Agreement are unable to agree on the interpretation or implementation of any clauses contained within this Agreement, either party may call a meeting for the specific purpose of resolving these issues and the other party agrees to attend any meeting called under this clause.

In meeting to resolve issues, the parties agree that:

(a) Both parties will engage in discussions on a good faith basis. Good faith is wider in scope than the implied mutual obligations of trust and confidence; it requires the parties to be active and constructive in maintaining a productive relationship in which the parties are responsive and communicative.

(b) Both parties will endeavour to reach a mutual understanding of the terms being disputed.

(c) If the dispute cannot be resolved, either party may refer the matter for mediation through the appropriate Government Department where it may be concluded by a Mediator's decision if the parties agree

Schedule B

For new employees and those who transfer to discretionary leave as defined at clause 6.1 Effective from the below dates the following increases will apply to salary scales:

		2023	2024	2025
	Step			
ASM	**1**	$60,230	$62,639	$65,145
	2	$63,752	$66,302	$68,954
	3	$66,314	$68,967	$71,726
	4	$68,875	$71,630	$74,495
	5	$71,432	$74,289	$77,261
	6	$73,990	$76,950	$80,028
	7	$76,554	$79,616	$82,801
	8	$78,360	$81,494	$84,754
	9	$80,895	$84,131	$87,496
Merit Bar	**10**	$83,434	$86,771	$90,242
	11	$86,220	$89,669	$93,256
SASM	**Min**	$86,220	$89,669	$93,256
	Max	$98,655	$102,601	$106,705
PASM	**Min**	$91,329	$94,982	$98,781
	Max	$112,448	$116,946	$121,624
Hourly Rates ASMs	**Step**			
	1	$39.56	$41.14	$42.79
	2	$41.90	$43.58	$45.32
	3	$43.56	$45.30	$47.11
	4	$45.29	$47.10	$48.98
	5	$46.97	$48.85	$50.80
	6	$48.68	$50.63	$52.66
	7	$49.88	$51.88	$53.96
	8	$51.55	$53.61	$55.75
	9	$53.26	$55.39	$57.61
	10	$54.92	$57.12	$59.40
	11	$56.62	$58.88	$61.24
SASM	**Min**	$56.62	$58.88	$61.24
	Max	$66.05	$68.69	$71.44
PASM	**Min**	$62.21	$64.70	$67.29
	Max	$74.15	$77.12	$80.20
Tutorial Assistants	**Min**	$47,514	$49,415	$51,392
	Max	$67,060	$69,742	$72,532
Tutorial Assistants Hourly Rates	**Min**	$23.39	$24.33	$25.30
	Max	$41.65	$43.32	$45.05
Computing for Free	**Min**	$52,310	$54,402	$56,578

Tutorial Assistants	**Max**	$54,822	$57,015	$59,296
Hourly Rates	**Min**	$25.53	$26.55	$27.61
	Max	$26.79	$27.86	$28.97

Casuals will be paid the applicable hourly rate for their occupational group. Refer to Schedule F for Tutorial Assistant Computing for Free pay rates.

Schedule C

This salary scale applies to those employees who elected to grandparent discretionary leave as at 2 December 2011 as well as the specified staff who transitioned from Aoraki Polytechnic who remained on 4 weeks discretionary leave and still a member of TEU at Ratification date of this agreement. The parties will maintain an agreed list of employees who elected to grandparent discretionary leave

a) ASMs, SASMs and PASMs will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:

I. Up to three weeks in each of the first two years of employment for initial training.

II. Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the Institute's formal appraisal procedures.

b) The Institute or employee may initiate a process to negotiate changes to discretionary leave conditions provided that:

I. the employee is advised that s/he is entitled to assistance from TEU prior to entering into the negotiations.

II. The duties will be agreed at the time of the negotiation.

III. If the agreed duties are for teaching, there will be a maximum of 15TTH per week and associated increase in teaching days.

IV. Every week of discretionary leave that is converted into duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the base salary.

V. Discretionary leave converted pursuant to this process may be for a specified period of time or with the intention that the arrangement continue indefinitely.

VI. Any agreement may be reviewed annually and two months' notice in writing shall be given by either party to revert to the original terms.

VII. Any agreement under this section will be in writing and signed by both the employee and the employer.

VIII. This provision is not available during an employee's first 30 days of employment. This sub-clause will cease to be of effect after the 2 December 2011.

c) Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic. Wherever practicable each employee shall be provided with a leave timetable by 31 March each year.

d) Periods of discretionary leave and annual leave may be continuous.

e) Discretionary leave may be accumulated according to any conditions that have been agreed to by the employer and the employee. Any agreement shall be for a maximum of two years, be in writing and will have a finishing date.

f) Employees who elected to grandparent discretionary leave will have salaries identified in this Schedule

Effective from the below dates the following increases will apply to all salary scales:

		2023	2024	2025
	Step			
ASM	**1**	$58,505	$60,845	$63,279
	2	$61,922	$64,399	$66,975
	3	$64,410	$66,986	$69,665
	4	$66,893	$69,569	$72,352
	5	$69,374	$72,149	$75,035
	6	$71,858	$74,732	$77,721
	7	$74,346	$77,320	$80,413
	8	$76,831	$79,904	$83,100
	9	$78,556	$81,698	$84,966
Merit Bar	**10**	$81,019	$84,260	$87,630
	11	$83,723	$87,072	$90,555
SASM	**Min**	$83,723	$87,072	$90,555
	Max	$95,789	$99,621	$103,606
PASM	**Min**	$88,681	$92,228	$95,917
	Max	$109,175	$113,542	$118,084

Schedule D

FACTORS CHARACTERISING ACADEMIC STAFF MEMBERS AND SENIOR ACADEMIC

STAFF MEMBERS

These characteristics should be applied:

1. in the identification of Academic Staff positions;
2. during an induction period;
3. for career progression;
4. in determining whether an appointment is hourly-paid or casual; the requirements set out in paragraphs 11-14 of the ASM and SASM dimensions of practice shall not apply to hourly-paid and casual employees.

These characteristics should be applied appropriately when considering positions which do not have a teaching component

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs

or PASMs.

They should:

1 Be competent in their discipline/subject area.

2 Implement and develop programmes of learning (respond to feedback).

3 Apply effective communication skills in learning situations related to their discipline.

4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.

5 Contribute to the development of and implement programmes for the assessment of student learning.

6 Recognise student learning difficulties and arrange for appropriate support.

7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.

8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator

- initiate and respond to feedback from students and/or peers
- plan and implement programmes for professional development.

9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.

10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.

11 Be able to contribute to the effective outcome of work teams.

12 Participate in the broader professional and academic life of the Institute.

13 Discharge administrative responsibilities integral to ASM's work.

14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.

15 Practise within the policy framework and legislative obligations of the Institute.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities and shall apply as interpreted into policy by the Agreement Monitoring Committee in accordance with the procedures in Schedule A.

They should:

1 Be able to demonstrate advanced standing in their discipline/subject area.

2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).

3 Apply effective communication skills in diverse learning situations.

4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.

5 Select and apply strategies to enable students to develop as independent learners.

6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.

7 Be able to identify student learning difficulties and plan and implement strategies for improvement.

8 Design and implement small scale research into effective teaching and/or learning within own discipline.

9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.

10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:

- initiate and respond to feedback from students and/or peers
- plan and implement programmes for professional development.

11 Take responsibility for the effective outcome of work teams.

12 Actively contribute to the broader academic and professional life of the institution.

13 Discharge administrative responsibilities integral to the SASM role.

14 Actively support and contribute to the objectives, direction and operation of their department and the Institute.

15 Practise within the policy framework and legislative obligation of the Institute.

16 Demonstrate professional activities which contribute in a positive way to the reputation of the Institute/profession e.g. research, consultancy, publication.

17 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.

18 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.

Schedule E

Workload Policy

The Employer will maintain a policy on workload in consultation with:

- Academic staff members
- TEU National Office and the Branch
- Academic managers
- Internal academic quality groups.

All information relating to the policy and models are maintained on the Institute's Intranet.

Schedule F

Computing For Free Tutorial Assistants

1. Introduction

   This Schedule covers work and terms and conditions of employment relating to Computing for Free Tutorial Assistants. The TEU Ara Collective Agreement shall cover any other terms and conditions not specifically provided for in this Schedule.

   A Computing for Free Tutorial Assistant position is a non-teaching academic position and applies to the following categories of work:

   a) Overseeing non-assessed, self-paced learning;

   b) Overseeing self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist;

   c) Overseeing self-paced learning with students working towards a National Certificate qualification where assessment is embedded in the learning material and assessment is by way of a checklist.

2. Roles

   Permanent and fixed-term, and , part-time, hourly paid and casual. Hourly paid and casual Tutorial Assistants conditions are covered in clause 12 of this Schedule.

3. Tenure

   Employment is for the duration of the Computing for Free, Key4Free, or Certificate in Computing programme (as applicable).

4. Contact Hours

   Maximum of 1376 per year.

5. Hours of Work

   Maximum of 37.5 hours per week, including contact hours. Specific hours will be rostered and arranged from time to time with the Head of Computer Training, Key4Free Supervisor, Head of Department of Computing or delegate. Weekend and evening hours may be included. Employees will be entitled to two days in every seven days off and, wherever possible, these should be consecutive days off.

6. Workload

   Contact hours and duty time will encompass:

   - Facilitation work with students
   - Keeping up-to-date with software requirements
   - Keeping up-to-date with suite requirements, as needed and
   - Other duties as specified in the job description.

7. Leave

   Five weeks annual leave per annum.

8. Professional Development

   Up to fifteen days (five days of which is available to the employer for directed PD) per annum for a full-time employee as specified in the TEU Collective Agreement.

9. Pay and Review of Pay

Computing for Free Tutorial Assistants shall be paid within the range of rates provided in Schedule B for a full- time employee (pro-rata for part-time appointments) effective from 1 April 2016.

Team Leaders shall be paid a Special Responsibilities Allowance up to a maximum of 20% of the base salary. Pay shall attract percentage increases negotiated by TEU.

10. Merit Progression - Team Leaders

A further 5% of the base salary may be granted to Team Leaders when they have completed one year's service, are performing competently in all aspects of their jobs and meet one or more of the following performance criteria:

a) Demonstrating superior customer service skills;

b) Demonstrating extra skills (either skill development or new skills) that are useful to Ara;

c) Making a positive contribution to enhancing the reputation of Computing For Free / Key4Free, the Faculty of Commerce, or Ara;

d) Initiating or implementing improvements to systems within their control.

If granted, the additional 5% may be paid as a salary increase or a one-off payment. Base salary merit progression can only occur once. One-off payments may be made on more than one occasion in exceptional circumstances.

11. Allowances and Entitlements

Computing for Free Tutorial Assistants acting in a Team Leader role shall be paid a Higher Duties Allowance when these duties are undertaken for at least five consecutive days.

12. Hourly-paid and Casual

Hourly-paid or Casual Tutorial Assistants shall be paid within the range of rates provided in Schedule B per hour from 1 April 2016. Hourly-paid or Casual Tutorial Assistants may be required to work at any of the Computing For Free or Key4Free sites. The other terms and conditions for Hourly-paid or Casual Tutorial Assistants are as for the TEU Collective Agreement for hourly-paid or casual staff, except that permanent part time Tutorial Assistants may be employed to work a minimum of 500 hours and up to a maximum of 900 hours per academic year.

Schedule G

ACADEMIC STAFF AND COMMUNITY LEARNING FACILITATORS

These provisions will only apply to the TEU members as listed and agreed confirmed who are employed by Ara effective 01 January 2016 and covered by this agreement.

Paid Parental Leave

Where an employee is entitled to parental leave as above, the first six weeks of parental leave shall be paid at the substantive salary. Such paid leave is available to employees at the time they elect to take parental leave, which may or may not be at the time of the birth.

(i) An employee who has, because of pregnancy, temporarily reduced proportionality, will be paid the six weeks' leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.

(ii) Where an employee elects to resign because of birth/adoption, such resignation will be deemed to take effect six weeks after the employee's last day of duty and parental leave shall be paid during this period.

(iii) If, at the time the parental leave is commenced, the rate of salary payable is later the subject of the

retrospective increase, a sum representing six times the weekly increase shall be paid to the employee on application.

(iv) If both partners are employed at the institute and are eligible for paid leave, they are entitled to six weeks' paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.

Ara Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Ara Institute of Canterbury.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave Provisions
Section 3	Allowances and Expenses

Section 1 - Overtime Rates

Overtime provisions are set out in Part C, Section 4.

Overtime worked with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at ordinary rates for the first 5 hours per fortnight and time and a half (T1½) thereafter. Double time (T2) shall be paid for all overtime worked as follows:

a. between 10.00pm and 6.00am;
b. between midday Saturday and 6.00am on Monday.

Section 2 - Leave Provisions

2.1 Special leave

2.1.1 The employer may grant special leave, with or without pay, on such terms and conditions as the employer decides.

2.2 Long Service Leave

2.2.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied).

2.2.2 Kaimahi will be entitled to paid long service leave as follows:
After 15 years' continuous service: 2 weeks
After 20 years' continuous service: 2 weeks
After 25 years' continuous service: 1 week

2.2.3 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.2.4 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

2.3 Parental grant

See Part A, Section 8.8, Parental leave, for full entitlements.

2.3.1 This varies clause 8.8.6 in relation to the parental grant.

2.3.2 Six months after return to work, a parental grant will be payable to an employee eligible for government paid parental leave; subject to production of the child's birth certificate or on production of evidence of an approved adoption placement. The grant will be six weeks' full salary as at the date of payment.

2.3.3 In the case of a partner of a birthing parent, a parental grant shall be payable provided that the employee has taken parental leave under the Parental Leave and Employment Protection Act 1988 for more than six weeks and was the primary care giver during their leave of absence and the employee's partner is not in the employment of the Institute and claiming any parental grant. Only one grant shall be payable per family if both parents are in the employment of Ara at the time of birth or adoption.

Section 3 - Allowances And Expenses

3.1 Travelling allowance

3.1.1 An employee required to travel within New Zealand on official business will be paid a travelling allowance. The allowances are as follows:

a) approved actual and reasonable accommodation costs, or an allowance of $44.04 as at date of ratification in 2024 and shall increase as at 01 January 2025 to $45.80 per night when staying privately, and

b) actual and reasonable travel costs, and

c) actual and reasonable meal costs up to $87.11 as at date of ratification and shall increase as at 01 January 2025 to $90.60 for each completed 24 hour period, and

d) an incidental allowance of $11.03 as at date of ratification and shall increase as at 01 January 2025 to $11.47 for each 24 hour period or part thereof

e) in addition, when away from home on official business, an employee is entitled to one visit home per month at the employer's expense. Where appropriate the employee will provide proof of payment.

Where appropriate the employee will provide proof of payment.

3.2 Meal allowance

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $18.12 as at date of ratification and increase to $18.84 as at 1 January 2025.

EIT Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Eastern Institute of Technology (EIT) and were academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Interpretation and General Definitions
Section 2	Career Profession and Remuneration
Section 3	Workload
Section 4	Leave
Section 5	Training and Prfessional Development
Section 6	Allowances, Expenses and Grants
Section 7	Staffing Reviews
Section 8	Union Matters
Section 9	Transitional Provisions
Schedule A	Agreement Monitoring Committee
Schedule B	Salary Scales
Schedule C	Learner Facilitator Scales
Schedule D	Factors Characterising Academic Staff Members and Senior Academic Staff Members

Section 1 - Interpretation And General Definitions

1.1 Definitions

1.1.1 "Clinical Teaching" means off-campus health science teaching involving patient care.

1.1.2 "Non-Teaching Academic Position" means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule D (or alternative criteria as may be agreed by the AMC).s

1.1.3 "Polytechnic" has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer.
"Service" means:

a) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic, and

b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and

c) periods of continuous part-time service with the employer, which are aggregated to the fulltime equivalent service for the purposes of this definition, and

d) any other service the employer agrees to recognise at the time of appointment.

1.1.4 "Continuous service" for the purposes outlined above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include any:

a) approved leave without pay.

b) breaks of not more than three months between employment within the polytechnic service.

1.1.5 "Teaching Day" means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

1.1.6 'Learning Facilitator' means a person who works with the academic staff member to maximise the learning experience, and who is primarily responsible for some or all of the following-

a) Assisting with the understanding of self-paced instructional material.

b) Providing pastoral care to students.

c) Supervising assessment where this is by way of a checklist. (Note: Where subjective assessment is required an academic staff member will supervise the process).

d) Undertaking related administrative work.

e) Working alongside the Tutor during class and assisting students with their learning.

f) Demonstrating equipment/techniques and responding to questions.

g) Setting up the teaching environment.

For clarity, the Learning Facilitator role does not include taking responsibility for programme design, lesson preparation or assessment (except as in 3rd bullet point above).

Section 2 - Career Progression and Remuneration

2.1 Statement of Intent

The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

2.2 Salary Rates

2.2.1 Salaries

Employees will be paid at the appropriate rates set out in Schedule B.

Starting Salaries

a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills, attributes and external market factors.

b) The employer may pay a market allowance over the assessed salary level. (see clause Part A Section 10).

2.2.2 Part-time Positions

Salaries will be paid on a proportional basis as follows:

a) full-time salary rate x predetermined proportion of the position. This will be confirmed in the letter of appointment.

2.2.3 Hourly paid Positions

a) Hourly paid employees will be paid the rates in Schedule B for each hour of work. When this involves timetabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.

b) In deciding the amount of additional paid work the employer will maintain an equitable workload which reflects that of full-time employees doing similar work.

2.3 Salary Progression

2.3.1 Progression within the ASM Grade

a) Appointment Step

The provisions of clause 2.3.1 apply to progression within the ASM grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being appointed to any step within the ASM grade.

b) Increments

Subject to subclauses (b) (c) and (d) of this clause, employees in the ASM and Tutorial Assistants Grades will move one step after each year of service.
No increments will be paid to employees on an induction period.

c) Advanced Increments

A double or accelerated increment may be approved by the employer for:

I. meritorious performance
II. ensuring relativity within the polytechnic
III. retention.

The new increment date is from the date of the advanced increment.

d) Withholding of Increments

An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

2.3.2 Progression to the SASM Grade

a) Progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule D (or alternative criteria as may be agreed by the AMC). Verification will be carried out according to policy and procedures developed and reviewed under Schedule A.

b) An employee promoted from ASM to SASM will receive a minimum increase of $1,500 pa (pro-rated for part-time employees) effective from the date that the Chief Executive (or nominee) approves the application.

c) No employee will have their remuneration reduced as a result of a promotion from ASM to SASM.

2.3.3 Progression within the SASM Grade

a) Progression within the SASM Grade will be by annual review by the employer of the employee's professional practice which will refer to the Senior ASM criteria in Schedule D (or alternative criteria as may be agreed by the AMC).

b) Any increases given under this clause will be no less than 2% of the FTE base salary.
Where an employee has met the standard for a salary increase in SASM that would extend the employee's base salary beyond the grade maximum, the base salary will be increased to the maximum and the balance of the increase will be paid as a lump sum.

c) Progression Payment

A progression payment will not be paid if in the employer's opinion a SASM's professional practice over the previous year has not met the Senior ASM criteria in Schedule D (or alternative criteria as may be agreed by the AMC). The employer will notify the SASM of the decision and the reasons for it.

2.3.4 Progression to the PASM Grade

The policies and procedures for progression from the SASM to the PASM Grade will be developed through the mechanism in Schedule A.

2.3.5 Progression within the PASM Grade

a) Progression within the PASM Grade will be by annual review by the employer of the employee's professional practice which will refer to the PASM criteria in Schedule D (or alternative criteria as may be agreed by the AMC).

b) Any increases given under this clause will be no less than 2% of the FTE base salary.
Where an employee has met the standard for a salary increase in PASM that would extend the employee's base salary beyond the grade maximum, the base salary will be increased to the maximum and the balance of the increase will be paid as a lump sum.

c) Progression Payment
A progression payment will not be paid if in the employer's opinion a PASM's professional practice over the previous year has not met the PASM criteria in Schedule D (or alternative criteria as may be agreed by the AMC). The employer will notify the PASM of the decision and the reasons for it.

2.3.6 Salary Progression for Learning Facilitators Salary Increments

a) Learning Facilitators will be appointed on the salary scale set out in Schedule C. In addition, an employee paid on a step in the scale will move to the next step in that scale every 12 months, subject to satisfactory performance, until they reach Step 8.

2.3.7 Promotion over the Bar

a) Promotion over the bar will be based on merit and job content as determined by the employer.

b) Progression from steps 9 to 11 shall be by way of increments every 12 months subject to satisfactory performance.

c) The employer may withhold a salary increment if, in the opinion of the employer, the employee's performance is unsatisfactory. When an increment is withheld, the employee will be advised in writing of the reason(s)

d) The employer may award accelerated increments in circumstances where they consider the employee to have clearly and measurably exceeded expectations for the preceding 12 months.

2.3.8 Annual Funding For Merit Movement

a) An amount of 0.5% of the total base salaries for ASMs covered by this Agreement will be set aside each year to fund merit progressions for these staff- merit progressions will include all salary movements which are not required to be automatic by this Agreement.

2.4 Programme Coordinators

2.4.1 Where the employee is undertaking formal responsibilities as a Programme Coordinator the employer and the employee may negotiate and agree in writing on an annual basis that the employee may exchange discretionary leave entitlement subject to the following conditions:

a) The exchange shall not be for less than one week in total.
b) The employee shall be paid 2% of the employee's salary for each week of discretionary leave exchanged.
c) An agreement may be reached between the employer and the employee at any time.
d) Agreement in any one year shall not create a precedent for future years.
e) Any refusal to agree to such an exchange by an employee shall not result in any disadvantage.

2.4.2 The employer will advise the employee of their right to seek advice from the TEU prior to negotiations.

2.5 Discretionary Leave Buy-Back – Auckland Employees

2.5.1 Where the employee is employed at the Auckland campus the employer and the employee may negotiate and agree in writing on an annual basis that the employee may exchange discretionary leave entitlement subject to the following conditions:

a) The exchange shall not be for less than one week in total.
b) The employee shall be paid 2% of the employee's salary for each week of discretionary leave exchanged.
c) An agreement may be reached between the employer and the employee at any time.
d) Agreement in any one year shall not create a precedent for future years.
e) Any refusal to agree to such an exchange by an employee shall not result in any disadvantage.

2.5.2 The employer will advise the employee of their right to seek advice from the TEU prior to negotiations.

Section 3 - Workload

3.1 Duty Hours

3.1.1 The following limits on requirements to undertake duty apply for full-time employees (see Part B, 2.4.1 for part-time employees).

a) Weekly Duty Hours
An employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:
I. 34 hours for ASMs and Tutorial Assistants
II. 36 hours for ASMs and Tutorial Assistants who consent, or who have agreed at the time of appointment, to this higher limit
III. 37.5 hours for Non-Teaching ASMs.

b) Within the total hours set out in a)above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.

c) An employee may consent to undertake duties:
I. after 5.00 pm in excess of the provisions in b) above.
II. at weekends, provided that duty is spread over no more than five days except when it is part of an approved professional development programme

(d) Learning Facilitators
The fulltime ordinary hours of work shall be 37.5 hours per week to be worked between 7am and 9pm on any given days from Monday to Saturday.

3.2 Workload Provisions for Specific Types of Position

3.2.1 Part-time Employees

a) All TTH, associated workload, and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of full-time employment for a part-time employee.

b) Notwithstanding clause 3.1.1 a) b)and c)a part-time employee may consent to work full-time for a proportion of the year equal to the proportion for which they have been employed; provided that if the ASM's employment is prematurely terminated payment will

be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

3.2.2 Non-Teaching ASMs

a) A non-teaching ASM shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.

b) The non-teaching ASM will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties related to the position, having due regard for the operational requirements of the polytechnic.

3.3 Workload Procedure

3.3.1 In allocating work the employer will apply the following process:

a) The employer will take into account all factors impacting on workload (see Part B 2.2.4) when considering the employee's work allocation for a year or a specified period.

b) The employer will discuss with the employee the proposed allocation of work including the identification of tasks (teaching, research outputs (if applicable), administrative duties, programme changes and other tasks). Taking account of any resource constraints and other relevant factors.

c) The proposed work allocation will also take into account leave and professional development. The employer will make available to the employee the proposed work allocation for the year or specified period and provide the employee with time to consider it and an opportunity to discuss and provide feedback.

d) The employer will consider any feedback before making available a final work allocation for the year or specified period. Where possible this would take place before the new year commences.

e) The employer will continue to meet with the employee as necessary to discuss work allocation or any other related issues.

f) If changes to an employee's work allocation are required during the year or specified period the changes will be discussed with the employee in advance and the employees views taken into account.

3.4 Workload Review

3.4.1 Notwithstanding and in addition to the Workload Review set out below, a staff member who has a workload concern may in the first instance meet with their manager to discuss the concern and propose actions for resolving it if such actions are clear to them. The manager will consider any actions proposed and any other actions that could be implemented to resolve the concern. The manager will meet again with the employee and together they can decide whether to implement some or all of the actions.

3.4.2 Notwithstanding the above where a staff member has a workload concern the following process shall be followed:

a) Lodge a request for a review of hours of work and workload with the Dean, setting out the basis of the complaint.

b) On receiving this request the Dean shall within five working days:

I. Review the hours of work and the workload of the ASM

II. Compare the workload to that of other ASMs within the section and the wider faculty where appropriate

III. Respond to the ASM setting out the actions to be taken (if any), with an explanation.

NOTE: The five working days' response time is intended as the timeframe in which the

concerned ASM must have their concern acknowledged. It may not be possible, for practical reasons, to action a remedy within the five working days. In such cases an indicative timeframe will be provided as part of the Dean's response.

c) If the ASM is not satisfied with the response the matter may be placed before a workload review committee. The committee will comprise two Management representatives appointed by the Chief Executive and two TEU representatives. One of the members will be appointed by the Chief Executive to convene the committee.

3.5 Interim Situation

3.5.1 Where a staff member has asked for a workload review the disputed workload will continue as if no difference existed until the matter is resolved through the procedure outlined above. However, where urgency is established to the satisfaction of the Chief Executive the process will be initiated within 14 days of the formal request being submitted.

3.5.2 The committee shall make a determination which shall be binding (notwithstanding the legal remedies which an aggrieved staff member may choose to pursue)

Section 4 - Leave

4.1 Limitations of Leave Provisions

The following leave provisions do not apply to employees who are on hourly rates.

4.1.1 Discretionary Leave

a) Employees will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:

I. Up to three weeks in each of the first two years of employment for initial ASM training.

II. Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the polytechnic's formal appraisal procedures.

III. For ASMs who teach primarily in courses leading to degrees and whose duties include research, discretionary leave may be individually negotiated out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days and the maximum timetabled teaching hours for each quarter of the year will be 175 not 300 as in Part B Section 2.

b) Unless the employee agrees otherwise, discretionary leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the polytechnic.

c) Discretionary leave will not apply to a non-teaching ASM and Learning Facilitators.

4.1.2 Annual and Discretionary Leave for Employees with Short Service

a) Employees with less than 12 months' full service in any one year will have leave calculated at 21 percent of the period worked, less any leave taken.

b) Where an employee has served less than 12 months and has negotiated a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:

I. Five weeks' leave entitlement: (i.e. no discretionary leave) 11 percent of the period worked less any leave taken

II. Six weeks' leave entitlement: (i.e. five weeks' annual leave and one week's

discretionary leave) 14 percent of the period worked less any leave taken

III. Seven weeks' leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave) 16 percent of the period worked less any leave taken

IV. Eight weeks' leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave) 18 percent of the period worked less any leave taken.

c) Employees with short service who have insufficient leave will be paid in full when the polytechnic is closed.

4.2 "Four for Five" Employment Option

4.2.1 EIT will implement a "four for five" employment option. This option will be available to all fulltime permanent employees who may apply to enter an employment relationship under which, with no substantive changes to duties, they would receive 80% of their fulltime base salary and after each four years of work take a fifth year off on 80% of base salary. If the employee is accepted into such a scheme:

a) Any special responsibilities and/or market allowances due to the ASM during the four years worked shall be paid in full and no such allowance shall be paid during the fifth year.

b) An ASM may withdraw from the scheme at any time up to three months before the fifth year off work is due to apply.

c) The employer may defer the scheme with three months' notice where there is good reason because of operational requirements.

4.2.2 The intention of this provision is to give ASMs the opportunity for refreshment either professionally or personally or both.

4.3 Extraordinary Sick Leave

4.3.1 Sick leave taken in the following circumstances (up to an aggregate of two years over the term of employment with the employer) will not be debited from the sick leave entitlement. Leave will be disregarded in the following cases:

4.3.2 Where ACC or employer's insurance declines to accept liability for illness directly attributable to working conditions, the employer may approve the disregarding of sick leave.

Section 5 - Training And Professional Development

5.1 Training

5.1.1 Permanent ASMs will complete up to 12 weeks recognised training in the practice of adult and tertiary education. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement.

5.1.2 In each of the first two years of employment an ASM may be required to use up to three weeks discretionary time and five days professional development leave for initial teacher training.

5.2 Professional Development

5.2.1 ASMs and Learning Facilitators will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro-rata basis, for periods of employment of less than a full year

5.2.2 Employees will be entitled to support for approved professional development support as specified in EIT's Professional Development Policy.

5.2.3 Professional development days may be accumulated according to any conditions which have been agreed by the employer and the ASM.

5.2.4 Any staff required to change their mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support

Section 6 - Allowances, Expenses and Grants

6.1 Travelling Allowance

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

a) approved actual and reasonable accommodation costs, or an allowance of per night as follows: from ratification in 2024 of $54.10 when staying privately and $56.26 from 1 January 2025; and

b) actual and reasonable travel costs; and

c) actual and reasonable meal costs up to $ as follows: from ratification in 2024 of $108.16 for each completed 24 hour period and $112.49 from 1 January 2025; and

d) an incidental allowance as follows: from ratification in 2024 of $13.61 for each 24-hour period or part thereof and $14.15 from 1 January 2025;

e) in addition, when away from home on official business, an employee with dependants is

f) entitled to one visit home per month at the employer's expense.

6.1.2 Where appropriate the employee will provide proof of payment.

6.2 Meal Allowances

6.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of: $22.76 from ratification in 2024 and $23.67 from 1 January 2025.

Section 7 - Staffing Reviews

7.1 Definition

7.1.1 No existing staff member will be displaced by the appointment of a tutorial assistant or Learning Facilitator.

7.2 Selection Criteria

7.2.1 An affected employee will be able to request a copy of their completed assessment template once employees have been advised of the employer's decision. This information will be made available as soon as practicable after advice of the decision has been made.

7.2.2 Staff must be given time to update their personal academic files.

7.3 Retraining

7.3.1 The employer may, following application from the employee, offer the option of retraining with financial assistance. The total cost to the employer, including any salary and training costs will not exceed 110% of the value of the severance payment the employee would be entitled to.

7.3.2 However, where the approved training involves enrolling in an EIT programme the total cost to the employer, including any salary and training costs, will not exceed 120% of the value of the severance payment the employee would be entitled to

Section 8 - Union Matters

8.1 Agreement Monitoring Committee

8.1.1 An Agreement Monitoring Committee will be established to deal with specific matters arising from this Agreement. This Committee will operate according to Schedule A.

Section 9 - Transitional Provisions

9.1 Translation

9.1.1 Any academic staff members on IEAs, who subsequently join the TEU during the term of this Agreement and are covered by this Agreement, will move to the Collective Agreement on their existing salaries. For those employees who have already received a percentage pay increase in that year equivalent to or greater than, the percentage increase for that year in this Agreement, the percentage increase in this Agreement will not apply. For those employees who have received a percentage pay increase in that year which is less than the percentage increase for that year in this Agreement, the difference will be applied.

Schedule A

The Agreement Monitoring Committee

1. Introduction

1.1 The Agreement Monitoring Committee is established in accordance with clause 8.1of this Agreement.

2. Composition of the Committee

2.1 The committee will be composed of equal numbers; not less than two each of management representatives and two local ASMs who are parties to the Agreement and nominated by the TEU.

2.2 The convenor of the committee shall be elected on an annual basis by members of the Committee. Appointments will be confirmed annually.

2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

3. Role of Committee

3.1 The functions of the committee are to:

a) Monitor the application of the employment agreement.

b) Review matters arising from the employment agreement, including the following:

c) progression to SASM and PASM

d) progression within the SASM and PASM grade

e) development of policies relating to part-time ASMs

f) (vi)exceptional workload provisions. Note that this is not an exhaustive list.

g) Provide advice on any other matters referred to it by the CEO. The committee does not have a role in relation to variations to this Agreement.

h) Monitor the number, duration and sequencing of fixed term and casual agreements.

i) Monitor the number of Learning Facilitators and the nature of their work.

4. Operating Guidelines

4.1 The Committee will develop guidelines in relation to meeting frequency, agendas, and minutes and meeting protocol.

4.2 Committee members would be expected to consult using their own protocol with their constituencies throughout the process prior to decision-making.

4.3 Committee members shall genuinely seek to reach a consensus on all matters that come before the committee and to demonstrate good faith in discharging their responsibilities under the provisions of this schedule:

a) For matters which pertain to the Agreement, where agreement cannot be reached, the status quo of the Agreement prevails

b) For matters where no status quo applies and agreement cannot be reached, but when an agreement within the terms of the Agreement is necessary for the proper functioning of the institution, normal prerogative prevails through matters being referred to the CEO until such time as the committee reaches agreement.

4.4 Agendas and minutes of meetings will be available for interested outside parties such as the National Secretary of the TEU.

4.5 Advisers may be invited to attend subject to committee agreement.

4.6 Local policy agreed by the committee will be promulgated through standard local procedure and subject to periodic review/amendment by the committee.

5. Resourcing

5.1 Secretarial support and time allowances will be made available to the committee to ensure its effective operation.

5.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs shared with the **TEU.**

Schedule B

Effective from the below dates the following increases will apply to all salary scales

	Annual Salary Rates			Hourly Rates		
	2023 (4%/5%)	2024 (4%)	2025 (4%)	2023 (4%/5%)	2024 (4%)	2025 (4%)
PASM						
Maximum	$ 108,705	$ 113,053	$ 117,575	$ 68.61	$ 71.35	$ 74.20
Minimum	$ 85,603	$ 89,027	$ 92,588	$ 54.03	$ 56.19	$ 58.44
					$ -	$ -
SASM					$ -	$ -
Maximum	$ 93,302	$ 97,034	$ 100,915	$ 58.89	$ 61.25	$ 63.70
Minimum	$ 82,876	$ 86,191	$ 89,639	$ 52.31	$ 54.40	$ 56.58
	Annual Salary Rates			**Hourly Rates**		
ASM	**2023 (4%/5%)**	**2024 (4%)**	**2025 (4%)**	**2023 (4%/5%)**	**2024 (4%)**	**2025 (4%)**
11	$ 82,876	$ 86,191	$ 89,639	$ 52.31	$ 54.40	$ 56.58
10	$ 80,129	$ 83,334	$ 86,667	$ 50.57	$ 52.59	$ 54.69
9	$ 78,396	$ 81,532	$ 84,793	$ 49.49	$ 51.47	$ 53.53
8	$ 75,914	$ 78,951	$ 82,109	$ 47.91	$ 49.83	$ 51.82
7	$ 73,425	$ 76,362	$ 79,416	$ 46.34	$ 48.19	$ 50.12
6	$ 70,980	$ 73,819	$ 76,772	$ 44.80	$ 46.59	$ 48.45
5	$ 68,534	$ 71,275	$ 74,126	$ 43.26	$ 44.99	$ 46.79
4	$ 66,094	$ 68,738	$ 71,488	$ 41.71	$ 43.38	$ 45.12
3	$ 63,647	$ 66,193	$ 68,841	$ 40.17	$ 41.78	$ 43.45
2	$ 61,204	$ 63,652	$ 66,198	$ 38.63	$ 40.18	$ 41.79
1	$ 57,839	$ 60,153	$ 62,559	$ 36.50	$ 37.96	$ 39.48
	Annual Salary Rates			**Hourly Rates**		
Tutorial Assistant	**2023 (4%/5%)**	**2024 (4%)**	**2025 (4%)**	**2023 (4%/5%)**	**2024 (4%)**	**2025 (4%)**
8	$ 52,160	$ 54,246	$ 56,416	$ 32.92	$ 34.24	$ 35.61
7	$ 50,348	$ 52,362	$ 54,456	$ 31.77	$ 33.04	$ 34.36
6	$ 48,399	$ 50,335	$ 52,348	$ 30.55	$ 31.77	$ 33.04
5	$ 46,521	$ 48,382	$ 50,317	$ 29.36	$ 30.53	$ 31.75
4	$ 44,639	$ 46,425	$ 48,282	$ 28.18	$ 29.31	$ 30.48
3	$ 42,757	$ 44,467	$ 46,246	$ 26.98	$ 28.06	$ 29.18
2	$ 40,874	$ 42,509	$ 44,209	$ 25.80	$ 26.83	$ 27.90
1	$ 38,993	$ 40,553	$ 42,175	$ 24.60	$ 25.58	$ 26.60

NOTE: The hourly rates as printed are exclusive of holiday pay. Holiday pay at 8% will be paid at the completion of employment as required by the Holidays Act 2003.

The hourly rates above are derived by using the following calculation:

Divide the annual salary at the same step by 1467 (this is the notional number of duty hours in a year) and then divide that figure by 1.08%

Schedule C

Learning Facilitator Scales

The hourly rates as printed are exclusive of holiday pay. Holiday pay at 8% will be paid at the completion of employment as required by the Holidays Act 2003.

	Annual Salary Rates			Hourly Rates		
Learning Facilitator	**2023 (4%/5%)**	**2024 (4%)**	**2025 (4%)**	**2023 (4%/5%)**	**2024 (4%)**	**2025 (4%)**
11	$ 68,534	$ 71,275	$ 74,126	$ 35.05	$ 36.45	$ 37.91
10	$ 66,094	$ 68,738	$ 71,488	$ 33.82	$ 35.17	$ 36.58
9	$ 63,646	$ 66,192	$ 68,840	$ 32.55	$ 33.85	$ 35.20
Bar						
8	$ 61,693	$ 64,161	$ 66,727	$ 31.56	$ 32.82	$ 34.13
7	$ 59,531	$ 61,912	$ 64,388	$ 30.46	$ 31.68	$ 32.95
6	$ 57,211	$ 59,499	$ 61,879	$ 29.25	$ 30.42	$ 31.64
5	$ 54,972	$ 57,171	$ 59,458	$ 28.12	$ 29.24	$ 30.41
4	$ 52,729	$ 54,838	$ 57,032	$ 26.96	$ 28.04	$ 29.16
3	$ 50,488	$ 52,508	$ 54,608	$ 25.83	$ 26.86	$ 27.93
2	$ 48,250	$ 50,180	$ 52,187	$ 24.69	$ 25.68	$ 26.71

Schedule D

Factors Characterising Academic Staff Members and Senior Academic Staff Members

These characteristics should be applied:

a) in the identification of Academic Staff positions

b) during an induction period

c) for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes in so far as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

a) Be competent in their discipline/subject area.
b) Implement and develop programmes and learning (respond to feedback).
c) Apply effective communication skills in learning situations related to their discipline.
d) Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
e) Contribute to the development of and implement programmes for the assessment of student learning.
f) Recognise student learning difficulties and arrange for appropriate support.
g) Evaluate and reflect on own practice in order to identify directions for and strategies for development.
h) Demonstrate commitment to ongoing professional development both within their discipline and as an educator initiate and respond to feedback from students and/or peers plan and implement

programmes for professional development.

i) Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
j) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
k) Be able to contribute to the effective outcome of work teams.
l) Participate in the broader professional and academic life of the institution.
m) Discharge administrative responsibilities integral to ASM's work.
n) Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
o) Practise within the policy framework and legislative obligations of the Institute.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes in so far as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities and shall apply as interpreted into policy by the Agreement Monitoring Committee in accordance with the procedures in Schedule A.

They should:

a) Be able to demonstrate advanced standing in their discipline/subject area.
b) Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
c) Apply effective communication skills in diverse learning situations.
d) Select and apply teaching and/or learning strategies consistent with individual student learning needs.
e) Select and apply strategies to enable students to develop as independent learners.
f) Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
g) Be able to identify student learning difficulties and plan and implement strategies for improvement.
h) Have a record of recognised research outputs where research is a requirement of the Job Description.
i) Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
j) Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
k) initiate and respond to feedback from students and/or peers plan and implement programmes for professional development.
l) Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
m) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
n) Take responsibility for the effective outcome of work teams.
o) Actively contribute to the broader academic and professional life of the institution.
p) Discharge administrative responsibilities integral to the SASM role.
q) Practise within the policy framework and legislative obligation of the institute.
r) Demonstrate professional activities which contribute in a positive way to the reputation of the polytechnic/profession e.g. research, consultancy, publication.
s) Actively support and contribute to the objectives, direction and operation of their department and the institute.

PASMs

PASMs are educational professionals who have attained the highest standards of quality in their practise, set an

example of excellence in what they do, share their wisdom and expertise with their colleagues, contribute significantly to the Institute and the community, and;

a) Have extensive successful experience as an educator in the tertiary sector
b) Have a record of research published in reputable publications (where research is a requirement of the Job Description)
c) Demonstrate a high level of scholarship
d) Lead curriculum development or educational innovation
e) Are respected for their leadership and collegial support
f) Have standing in their discipline

EIT Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as EIT.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Wellness Day
Section 3	Leave Provisions
Section 4	Allowances and Expenses
Section 5	Redundancy Compensation

Section 1 – Overtime Rates

Overtime provisions are set out in Part C, Section 4.

Overtime shall be paid at the rate of time and a half (1.5) for the first three hours and double time (T2) thereafter, except that double time (T2) shall be paid for:

a. all time worked between 10pm and 6am, and
b. time worked between midday Saturday and 6am on Monday.

Overtime worked on public holidays as defined in Section C will be paid at double the relevant daily pay for time worked.

Section 2 – Wellness Day

Employees can take one day of sick leave every 12 months as a wellness day. The use of this day is at the employee's discretion, although the timing must suit the operational needs of the employer and the employee must give reasonable notice. This one day is debited against the employee's sick leave entitlement and is non- accumulative.

This leave will be applied for through the normal leave approval system noting in the application that it is a 'wellness day'.

Section 3 – Leave Provisions

3.1 Special leave

3.1.1 An employer may grant special leave, with or without pay, on such terms and conditions as the employer decides.

3.2 Long Service Leave

3.2.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 10 years' continuous service: 2 weeks
b) After 15 years' continuous service: 2 weeks

3.2.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

3.2.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 4 – Allowances and Expenses

4.1 Travelling Allowance

4.1.1 Kaimahi required to travel within New Zealand on official business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance of per night as follows: from ratification in 2024 of $54.10 when staying privately and $56.26 from 1 January 2025; and
b) actual and reasonable travel costs; and
c) actual and reasonable meal costs up to $ as follows: from ratification in 2024 of $108.16 for each completed 24 hour period and $112.49 from 1 January 2025; and
d) an incidental allowance as follows: from ratification in 2024 of $13.61 for each 24 hour period or part thereof and $14.16 from 1 January 2025;
e) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense. Where appropriate the employee will provide proof of payment.

4.2 Meal Allowances

4.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of: from ratification in 2024 of $22.76 and $23.67 from 1 January 2025.

Section 5 – Redundancy Compensation

See Part A, Section 12 for the further organisational change provisions.

Payment will be made in accordance with the following:

a) Twelve percent of salary for the preceding 12 months, or part thereof for kaimahi with less than 12 months service; and
b) four percent of salary for the preceding 12 months multiplied by the number of completed years service minus one up to a maximum of 19 years; and
c) where the period of total aggregated service is less than 20 years 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

The total amount paid to employees under this provision will not exceed the basic salary the employee would have received between the date of their severance and reaching the age of entitlement for superannuation benefits provided by the State.

MIT Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as the Manukau Institute of Technology (MIT) and were covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer-from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Clause Heading***
Section 1	Interpretation and Genera Definitions
Section 2	Remuneration
Section 3	Allowances, Expenses and Grants
Section 4	Hours of Work
Section 5	Training and Professional Development
Section 6	Appointments
Section 7	Leave
Section 8	Protection and Safety Provisions
Section 9	Surplus Staffing Provisions
Schedule A	Salary Scales

Section 1 - Interpretation And General Definitions

1.1 "Casual lecturer"

means a lecturer who is engaged on an 'as required' basis where there are no set hours or days of work and is paid on an hourly basis". There shall be no obligation on the part of the casual lecturer to accept employment when it is offered. There shall be no obligation on the employer to offer further periods of employment to the casual lecturer.

1.1.1 A casual lecturer will not be entitled to be covered by all terms and conditions of this agreement, due to the casual nature of their employment relationship with MIT. For the avoidance of doubt, the following provisions in this agreement do not apply to casual lecturers:

a) Clause 2.8 Career Progression Provisions
b) Clause 2.6, to 2.8 Double Increments, withholding of Increments, Career Promotion and Progression
c) Section 5 Training and Professional Development
d) Section 7, clauses 7.1 and 7.2, Annual Leave and Lecturer Discretionary Leave
e) Section 9 Surplus Staffing Provisions

1.2 "Clinical teaching"

means off-campus health science teaching involving patient care.

1.3 "Employee"

for the purposes of this Agreement means a person employed by the employer as a lecturer, casual lecturer or tutorial assistant.

1.4 "Employer"
means Manukau Institute of Technology Limited.

1.5 "Lecturer"
means any person employed in a teaching position, or any non-teaching academic staff member in the polytechnic

1.6 "Polytechnic"
as defined in the Education and Training Act 2020.

1.7 "Part-time lecturer"
means a lecturer employed to undertake a specified fraction of the work of a full-time lecturer.

1.8 "Research"
as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.

1.9 "Service"
as defined in the Education (Salaries and Staffing) Regulations 1957.

1.10 "Teaching day"
means any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.

1.11 "Teaching duties"
for the purposes of distance learning are duties relating to marking, writing and revision.

1.12 "Whaangai"
refers to a long-term cultural adoption, which may not necessarily have a formal status or be in writing.

Section 2 - Remuneration

2.1 Salary Rates

2.1.1 Employees shall be paid the rates set out in the First Schedule for the duties in which they are engaged.

2.2 Starting Salaries

2.2.1 The employer shall operate a policy in respect of the determination of starting salaries for employees. The local branch of TEU shall be invited to participate in any review of this policy.

2.3 Part-time Lecturers

2.3.1 Salary shall be paid on a part-time basis which will be arrived at by the following calculation:

2.3.2 Full-time salary rate x the pre-determined proportion of a full-time position as specified in the advertisement.

2.4 Casual Lecturers

2.4.1 Casual Lecturers shall be paid rates set out in the First Schedule of this Agreement for every hour of work for which they have been employed, provided that when an hour of work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour.

2.4.2 Whenever a casual lecturer is re-employed, a review of their position on the salary scale in the First Schedule must be undertaken to recognise any changes in their qualifications and an accumulation of their teaching experience.

2.4.3 Outworkers supporting a distance learning programme shall be paid 1/1150 of the annual salary of the grade and step to which they have been appointed, for each hour of script marking.

2.5 Progression as a Lecturer to Step 13

2.5.1 Subject to clauses 2.6 and 2.7, on the completion of a year of service on a particular step a lecturer shall automatically progress to the next step of the salary scale up to step 13.

2.6 Double Increments

2.6.1 A double increment may be approved by the employer in recognition of the need to provide for:

a) Recognition of meritorious performance;
b) Equitable salary relativities within the polytechnic;
c) Retention.

2.6.2 The new increment date is from the effective date of the double increment.

2.7 Withholding of Increments

2.7.1 The employer may decline to pay an increment in salary to any lecturer whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the lecturer concerned of the decision and the reasons for it.

2.8 Career Promotion and Progression

2.8.1 Lecturers employed on any step below step 13 who have not achieved a promotion through the career path shall perform such duties as are described in clause Part B 2.1 and 2.2, although they may, under the guidance of a senior or principal lecturer, undertake appropriate broader teaching activities.

a) promotion shall occur, subject to sub-clauses 2.8.3 and 2.8.4
b) new lecturers are normally appointed to step 13 or below, although they may be appointed to higher steps provided that the Institute deems that they meet the appropriate standards.

2.8.2 Lecturers who have been promoted, regardless of their salary step, will have and be capable of applying a comprehensive range of agreed teaching attributes.

a) Subject to sub clause2.8.5), a lecturer on any step below L13 may apply for an additional salary increment through the Career Path process for Promotion.
b) Lecturers on step L13 who have successfully applied for an additional salary increment through the Career Path process for Promotion in any prior year will be exempted the requirement to apply for Promotion and will automatically progress to step L14.
c) Lecturers on step L14 and above shall be Senior Lecturers. Progression beyond step L14 shall occur subject to sub-clauses 2.8.3 and 2.8.4

2.8.3 The Career Committee shall consist of six members, three management and three staff representatives, two of whom shall be appointed by TEU. The Committee shall consider applications for promotion and progression and require all applicants to demonstrate evidence of having met the agreed criteria. The Committee shall make recommendations to the Chief Executive.

2.8.4 A lecturer who is not satisfied with the outcome of their application may appeal to the Chief Executive for reconsideration. The Chief Executive shall appoint an investigator to report on the case.

2.8.5 Notwithstanding anything else in this Agreement, no lecturer shall be entitled to an increase in salary of more than two steps or equivalent within any period of 365 days.

2.8.6 An employee may make an application to Principal Lectureship, which is a specific position that recognises a high level of qualification and/or experience demonstrating outstanding teaching at an advanced level, and/or high levels of educational/academic leadership, and/or which involve advanced scholarly research/consultancy:

a) A principal lecturer shall be paid on the principal Lecturer scale.
b) Progression within this scale will be as a result of annual review in accordance with the principles expressed in the Principal Lecturer Salary Review documents.

Section 3 - Allowances, Expenses and Grants

3.1 Employment Related Expenses

3.1.1 The parties agree that the employees should not have to incur personal cost as a result of the requirements of the employer under the circumstances described in this section of this Agreement.

3.2 Travelling Allowance

3.2.1 A lecturer required to travel within New Zealand on official business shall be paid a travelling allowance as follows:

a) Approved actual and reasonable travel and accommodation costs, or if staying privately an accommodation allowance of $49.05 a night on proof of payment, effective from the date of ratification 2024; and $51.01 from 1 January 2025: and
b) Actual and reasonable meal costs up to $94.40 effective from the date of ratification 2024 for each completed 24-hour period, on proof of payment and $98.18 from 1 January 2025; and
c) An incidentals allowance of $10.06 effective from the date of ratification 2024 for each 24-hour period or each night away and $10.46 from 1 January 2025.

3.2.2 A travelling allowance shall not be payable when the lecturer leaves and returns to headquarters on the same day. Actual and reasonable expenses are payable instead. An incidentals allowance is not payable in these circumstances.

3.2.3 A lecturer required to travel overseas on official business shall be funded for approved actual and reasonable: travel, accommodation, meal and incidental expenses. The employer acknowledges that receipts for meals and incidental expenses are not always obtainable, and accordingly lecturers will not be disadvantaged whilst overseas.

3.3 Meal Allowance

3.3.1 Where a lecturer is required to commence work at or before 6.30 am and their duties continue beyond 1.30 pm or commences approved duties before noon and continues beyond 7.00 pm, a meal allowance of $18.82 effective from the date of ratification 2024 shall be paid and $19.57 from 1 January 2025. The meal allowance shall not be payable to employees who receive a Travelling Allowance in accordance with the provisions of clause 3.2

3.4 Reimbursements

3.4.1 Reimbursement shall be made in full upon application to the employer according to the following provisions:

3.4.2 Expenses incurred in attendance at courses or conferences required by the employer. Reimbursement shall be for actual and reasonable expenses for travel and the daily travelling allowances set out in clause 3.2of this Agreement shall be paid.

3.4.3 Transport of students because of sickness or other exceptional circumstances.

3.4.5 Expenses incurred attending courses in accordance with the following limits:

a) One return fare from their home: together with travel costs to return home at weekends, met up to the level it would have cost to keep the lecturer at the course centre over the weekend;
b) In addition, a lecturer with dependants is entitled to one visit home per month at official expense;
c) Accommodation, meal and incidental expenses, and
d) Travel expenses for observation and other visits.

3.4.6 Temporary relocation of lecturers. In special circumstances, e.g. rebuilding of the polytechnic, where the work location of staff is temporarily relocated, lecturers may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport.

3.5 Spectacles

3.5.1 The employer will reimburse lecturers, up to a maximum of $216.32 from date of ratification 2024 and $224.97 from 1 January 2025, the cost of prescription spectacles if:

a) the lecturer is using a visual display unit for 50% or more of their working time or for continuous periods of two hours or more per working day; and
b) an optometrist endorses the need for VDU spectacles and provides to the Institute a completed copy of the visual examination form (prescribed by the New Zealand Optometrists Association Inc.); and
c) a receipt of the cost of the spectacles is provided by the lecturer.

Section 4 - Hours Of Work

4.1 Workload Terms and Conditions

4.1.1 A full annual workload for a lecturer shall be deemed to be a maximum of 835 timetabled teaching hours in addition to attendant duties. However, reasonable teaching hours will be set which take in to account all aspects of workload.

4.1.2 For the purposes of workload the year shall be broken into four equal defined periods and no lecturer shall undertake more than 300 TTH in any period. The first defined period shall commence on a date agreed between the lecturer and the employer. The TTH shall be reduced by 4.5 hours for lecturers and 5.5 hours for tutorial assistants for every day of annual and

discretionary leave, statutory holidays, or professional development time or other approved leave falling with this period. Tutorial assistants workload shall not exceed 1,000 hours timetabled teaching per annum nor undertake more than 360 TTH in any period.

4.1.3 Lecturers and tutorial assistants timetabled teaching hours shall be spread over no more than 185 teaching days per annum.

4.1.4 The maximum number of teaching days in the year for a lecturer shall be reduced by one day for each full day when a lecturer is on approved leave with pay, other than annual or discretionary leave.

4.1.5 A lecturer on an induction period shall undertake no more than 0.9 of the lecturer workload norm in the department/school.

4.1.6 The workload of a lecturer with a Special Responsibilities Allowance or who supervises tutorial assistants shall take account of any related extra duties.

4.1.7 Online delivery must be scheduled, and each hour of scheduled online delivery is equivalent to one timetabled teaching hour (TTH). It is expected that, as with all modes of delivery, online delivery is provided within the lecturer's daily duty hours.

4.2 Daily Duty Hours

4.2.1 The employer may not require the lecturer to be on duty for more than 34 hours per week. Normal hours of work for lecturers are between 8.00 am and 9.30 pm Monday to Friday inclusive, and unless otherwise agreed, daily duty hours must be in one continuous period. A Lecturer may not be required to undertake duty for more than a total of 8 hours per week after 5.00 pm and this shall not occur on more than two nights per week. Notwithstanding this lecturer engaged in activities such as clinical teaching may be required to work for up to 450 hours per annum outside of 8.00 am to 5.00 pm. Except for field trips or approved off-campus teaching duties, a lecturer shall be on duty for no more than eight hours per day.

4.2.2 If there is demand or opportunity for academic work outside of the hours prescribed in4.2.1, the relevant line managers and lecturers will work together to develop the offering. Where lecturers agree to hours of work outside of4.2.1, such agreement will remain in force for an agreed period, except in exceptional circumstances.

4.2.3 Lecturers shall take a meal break of not less than thirty minutes and not more than one hour after each four-hour period of continuous duty. A lecturer shall not undertake duty within 11 hours of completing duty on the previous day.

4.2.4 Hours spent travelling from a lecturer's base site to a teaching or supervising role at another campus or learning situation, or where overnight accommodation is required, shall be counted as duty hours

4.3 Part-time Lecturers

4.3.1 The maximum duty hours for a part-time lecturer shall be a specified predetermined proportion of the maximum duty hours for a full-time lecturer. Notwithstanding this a part-time lecturer may consent to work as a full-time lecturer for a proportion of the year not exceeding the specified predetermined proportion of the year; provided that if the lecturer's employment is terminated prematurely payment shall be made for the time not worked.

4.3.2 Unless otherwise agreed, a part-time lecturer's work will be scheduled over the fewest days possible that align with that proportion.

4.4 Research

4.4.1 Research is valuable to the Institute because it informs teaching, can bring added prestige to the Institute and is required for the approval and delivery of many Institute programmes. It should be recognised in a lecturer's job description where appropriate. Where a particular position

includes a research element, provision for time and/or funds may be made available in order to support the position and conduct an appropriate and approved research project. Such provision shall not be unreasonably withheld. Alternatively, the lecturer may make an application to the Research Committee. Where necessary the employer may create positions of responsibility to lead and foster research.

Section 5 - Training And Professional Development

5.1 Professional Development

5.1.1 Lecturers shall be allocated 10 duty days for approved development activities in each full year for which they are employed, subject to:

a) The submission to the employer of a verbal or written report evaluating the experience gained.

b) In the interests of transparency of provision, in March of each year the Dean of each Faculty shall be responsible for publishing all approved Professional Development time and funding within that Faculty. By mid-December each year, each lecturer will provide a précis report of their professional development activity for the past year against their agreed plan, for publishing at a faculty level.

5.1.2 The employer may allocate a grant in aid towards expenses.

5.1.3 The accumulation of professional development days may be agreed between the employer and the lecturer to a maximum of 30 days, which may be taken on a single occasion provided that a plan is agreed prior to professional development being approved. The plan shall include such things as the specific nature of the work to be undertaken while taking professional development time and the compensatory work to be undertaken in the extra time during the accruing years. Where a lecturer receives normal salary while taking professional development any additional reimbursement received by the lecturer shall be paid to the employer. Professional development can be unpaid where agreed between lecturer and employer.

5.1.4 Full-time permanent employees may apply to enter a five year arrangement under which, with no substantive change of duties, they will receive 80% of their full-time salary per annum and after four years of work take a fifth year off work on pay. If a lecturer is accepted into such a scheme:

a) Any Special Responsibilities and/or Market allowances due to the lecturer during the four years worked shall be paid in full, and no such allowances shall be paid during the fifth year.

b) An employee may withdraw from the scheme at any time up to three months before the fifth year off work is due to apply.

5.1.5 The employer may defer the scheme with three months' notice where there is good reason because of operational requirements.

Section 6 - Appointments

6.1 Tutorial Assistants

6.1.1 The terms and conditions contained in this Agreement shall apply to tutorial assistants unless otherwise specifically provided.

6.1.2 No existing staff member shall be displaced by the appointment of a tutorial assistant.

6.2 Advertising of Positions

6.2.1 New permanent positions and fixed term positions for periods greater than one year's duration will be advertised in an appropriate manner at least seven days before a date specified in the notice on which applications close.

6.2.2 Where the status of a position is altered from limited tenured to permanent and the position is substantially the same as that being performed by a number of non-tenured incumbents, the position need only be advertised internally.

6.2.3 Where a limited tenure position is made permanent and it is intended to appoint the incumbent, the employer need not advertise the position.

6.2.4 Where a position is redesignated from a permanent full-time position to a permanent part-time position, the incumbent will have an automatic right to the position.

Section 7 - Leave

7.1 Annual Leave

7.1.1 Wherever practicable each lecturer shall be provided with a leave timetable by 31 March each year.

7.1.2 When a lecturer takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the lecturer requests payment of annual leave in advance. To request payment of annual leave in advance a lecturer shall provide the employer with written notice at least one week before the payment would be due.

7.2 Lecturer Discretionary Leave

7.2.1 Each lecturer shall be entitled to four weeks per leave year which shall be used at the lecturer's discretion, and shall not be duty with the following exceptions:

a) up to three weeks for initial lecturer training as provided in Part VI of this Agreement.
b) any lecturer who is identified by the polytechnic's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards, may be required to use lecturer discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.

7.2.2 Lecturer discretionary leave shall be used in blocks of not less than one week, unless the lecturer consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic. Wherever practicable each lecturer shall be provided with a leave timetable by 31 March each year.

7.2.3 Periods of lecturer discretionary leave and annual leave may be continuous.

7.2.4 The Institute or Lecturer may initiate a process to negotiate changes to Lecturer discretionary leave conditions provided that:

a) the employee is advised that s/he is entitled to assistance from TEU prior to entering into the negotiations.
b) the employee may agree to all or some of their discretionary leave entitlement being converted into duty time in multiples of whole weeks.
c) Every week of discretionary leave that is converted into duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the base salary.
d) Discretionary leave converted pursuant to this process may be for a specified period of

time or with the intention that the arrangement continue indefinitely.

e) Any agreement may be reviewed annually and two months' notice in writing shall be
f) given by either party if they wish to revert to the original terms.
g) Any agreement under this section will be in writing and signed by both the employee and the employer.
h) This provision is not available during an employee's first 30 days of employment.

7.3 Calculation of Annual and Lecturer Discretionary Leave

7.3.1 Each complete week of leave taken shall be recorded as five days' leave. The period commences on the first working day of absence and ends on the last working day of absence.

7.4 Annual and Lecturer Discretionary Leave for Lecturers with Short Service

7.4.1 Combined leave for lecturers who have less than 12 months full service in any year, as a result of a late start or an early finish or a period of leave without pay of more than five working days, shall be granted as 0.21 of the period worked, less any leave used during the year.

7.4.2 Notwithstanding sub-clause (a) of this clause, where lecturers are entitled to annual leave only or reduced lecturer discretionary leave, and they have less than 12 months full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:

a) 5 weeks leave entitlement .11 of the period worked, less any leave taken;
b) 6 weeks leave entitlement .14 of the period worked, less any leave taken;
c) 7 weeks leave entitlement .16 of the period worked, less any leave taken;
d) 8 weeks leave entitlement .18 of the period worked, less any leave taken.

7.4.3 Lecturers with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.

7.4.4 Lecturers with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between the one year and the next and any other period when the polytechnic closes completely, even though the normal entitlement is insufficient to cover these periods.

7.5 Travelling Time for Leave Purposes

7.5.1 Where specifically provided in this Agreement, travelling time with pay for a period up to seven days (exclusive of public holidays) shall be granted, subject to the following conditions:

a) Leave for travelling can only be granted if the lecturer is required to travel when the polytechnic is open.

b) The quickest and most direct means of travel must be used.

c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

Section 8 - Protection And Safety Provisions

8.1 Eye Protection

8.1.1 Where the employer considers that an employee is working in an "eye danger" area the employer will provide the employee with a personal issue of either:

a) standard safety glasses with neutral lenses, or

b) specially hardened neutral “clip on” safety glasses to be worn over normal optical glasses, where the employee works only occasionally in an eye danger area, or

c) specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the employee is required to work for substantial periods in an eye danger area.

8.1.2 In (c) above the employer shall take account of the fact that the optically correct lenses may be required for normal vision and to clearly observe a VDU screen in the eye danger area.

Section 9 - Surplus Staffing Provisions

9.1 Severance

9.1.1 Payment will be made in accordance with the following:

a) 16 per cent of salary for the preceding 12 months’ subject to finishing on an agreed date. This payment is made regardless of length of service.

b) 12 per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and

c) 4 per cent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

d) where the period of total aggregated service is less than 20 years, 0.333 per cent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

Schedule A - Salary Scales

Four percent increases will apply to paid and printed salary rates as of 1 January 2024 and 1 January 2025, reflected in the scales below.

To be applied to all paid and printed salary rates and increase hourly rates by the part-time divisor as per the below table.

ANNUAL SALARY RATES						HOURLY RATES			
Full-time and part time staff						Hourly paid / casual rates			
	2022	2023	2024	2025		2022	2023	2024	2025
	1.35%	4%/5%	4%	4%		1.35%	4% / 5%	4%	4%
Principal Lecturer									
L3.13	$100,080	$104,083	$108,247	$112,577	**CL3.13**	$62.94	$65.46	$68.08	$70.80
L3.12	$98,667	$102,614	$106,718	$110,987	**CL3.12**	$62.06	$64.54	$67.12	$69.80
L3.11	$96,514	$100,375	$104,390	$108,566	**CL3.11**	$60.71	$63.14	$65.67	$68.30
L3.10	$95,109	$98,913	$102,870	$106,985	**CL3.10**	$59.81	$62.20	$64.69	$67.28
L3.09	$93,369	$97,104	$100,988	$105,028	**CL3.09**	$58.72	$61.07	$63.51	$66.05
L3.08	$91,628	$95,293	$99,105	$103,069	**CL3.08**	$57.62	$59.92	$62.32	$64.81
L3.07	$89,884	$93,479	$97,219	$101,108	**CL3.07**	$56.53	$58.79	$61.14	$63.59
L3.06	$88,145	$91,671	$95,338	$99,152	**CL3.06**	$55.44	$57.66	$59.97	$62.37
L3.05	$86,403	$89,859	$93,453	$97,191	**CL3.05**	$54.34	$56.51	$58.77	$61.12
L3.04	$84,665	$88,052	$91,574	$95,237	**CL3.04**	$53.24	$55.37	$57.58	$59.88
L3.03	$82,919	$86,236	$89,685	$93,272	**CL3.03**	$52.15	$54.24	$56.41	$58.67
L3.02	$81,175	$84,422	$87,799	$91,311	**CL3.02**	$51.05	$53.09	$55.21	$57.42
L3.01	$79,436	$82,613	$85,918	$89,355	**CL3.01**	$49.96	$51.96	$54.04	$56.20
Senior Lecturer									
L21	$92,345	$96,039	$99,880	$103,875	**CL21**	$58.08	$60.40	$62.82	$65.33
L20	$89,797	$93,389	$97,124	$101,009	**CL20**	$56.48	$58.74	$61.09	$63.53
L19	$87,652	$91,158	$94,804	$98,596	**CL19**	$55.13	$57.34	$59.63	$62.02
L18	$85,506	$88,926	$92,483	$96,182	**CL18**	$53.78	$55.93	$58.17	$60.50
L17	$83,745	$87,095	$90,579	$94,202	**CL17**	$52.67	$54.78	$56.97	$59.25
L16	$81,988	$85,268	$88,678	$92,225	**CL16**	$51.56	$53.62	$55.76	$57.99
L15	$80,230	$83,439	$86,777	$90,248	**CL15**	$50.46	$52.48	$54.58	$56.76
L14	$78,471	$81,610	$84,874	$88,269	**CL14**	$49.35	$51.32	$53.37	$55.50
Lecturer									
L13	$76,712	$79,780	$82,972	$86,291	**CL13**	$48.25	$50.18	$52.19	$54.28
L12	$74,427	$78,148	$81,274	$84,525	**CL12**	$46.81	$49.15	$51.12	$53.16
L11	$72,140	$75,747	$78,777	$81,928	**CL11**	$45.37	$47.64	$49.55	$51.53
L10	$69,850	$73,343	$76,276	$79,327	**CL10**	$43.93	$46.13	$47.98	$49.90
L09	$67,564	$70,942	$73,780	$76,731	**CL09**	$42.50	$44.63	$46.42	$48.28
L08	$65,278	$68,542	$71,284	$74,135	**CL08**	$41.06	$43.11	$44.83	$46.62
L07	$62,992	$66,142	$68,787	$71,538	**CL07**	$39.62	$41.60	$43.26	$44.99
L06	$60,707	$63,742	$66,292	$68,944	**CL06**	$38.18	$40.09	$41.69	$43.36
L05	$58,420	$61,341	$63,795	$66,347	**CL05**	$36.74	$38.58	$40.12	$41.72
L04	$56,131	$58,938	$61,295	$63,747	**CL04**	$35.30	$37.07	$38.55	$40.09
L03	$52,986	$55,635	$57,861	$60,175	**CL03**	$33.32	$34.99	$36.39	$37.85
L02	$49,841	$52,333	$54,426	$56,603	**CL02**	$31.35	$32.92	$34.24	$35.61
L01	$46,697	$49,032	$50,993	$53,033	**CL01**	$29.38	$30.85	$32.08	$33.36
Tutorial Assistant									
TA.08					**CTA.08**				
TA.07					**CTA.07**				
TA.06					**CTA.06**				
TA.05	$51,239	$53,801	$55,953	$58,191	**CTA.05**	$32.23	$33.84	$35.19	$36.60
TA.04	$49,460	$51,933	$54,010	$56,170	**CTA.04**	$31.10	$32.66	$33.97	$35.33
TA.03	$47,680	$50,064	$52,067	$54,150	**CTA.03**	$29.98	$31.48	$32.74	$34.05
TA.02	$45,920	$48,216	$50,145	$52,151	**CTA.02**	$28.88	$30.32	$31.53	$32.79
TA.01	$44,162	$46,370	$48,225	$50,154	**CTA.01**	$27.78	$29.17	$30.34	$31.55

MIT Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as the Manukau Institute of Technology and were covered by the Manukau Institute of Technology Staff Members' CA expiring 31 March 2023, and new Allied/General kaimahi who commence employment with Manukau Institute of Technology from 1 April 2023.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Salaries
Section 3	Hours of Work
Section 4	Overtime, Penal Rates, Call Back
Section 5	Leave
Section 6	Allowances and Expenses
Section 7	Health and Safety
Section 8	Organisational Change
Schedule A	Salary Scales

Section 1 - -Definitions

1.1 "Employer"
means Chief Executive Te Pūkenga.

1.2 "Employee"
means a person employed in terms of clauses 1.2 of this employment agreement.

1.3 "Temporary Employee"
means an employee engaged in a defined task or project of a temporary nature, including acting in a relieving capacity.

1.4 "Union"
means Tertiary Education Union Te Hauto Kahurangi o Aotearoa (TEU).

1.5 "Overtime"
means the authorised time worked outside the provisions of clause 5.1 of this employment agreement.

1.6 "Ordinary time rate"
is the annual salary divided by 1955.36 which is paid for each hour worked.

1.7 "Week"
means the number of days of the week on which the employee normally works.

Section 2 - Salaries

2.1 Rates

2.1.1 Rates of annual salaries to be paid to employees are listed in Schedule A of this employment agreement for 2024 and Part C 2.5 for 2025.

Section 3 - Hours Of Work

3.1 Weekly Hours

3.1.1 Ordinary hours of work shall be up to 37.5 per week. This will normally be worked in 5 consecutive 7.5 hour days, Monday to Saturday, between 7am and 9pm. However other working arrangements not exceeding 75 hours per fortnight may be agreed between the employer, the employee/s and TEU. Agreement will not be unreasonably withheld.

3.1.2 Where such agreement has been reached the penal rate provisions specified in clause 6.0 in this agreement will not apply in respect of the ordinary hours agreed.

Section 4 - Overtime / Penal Rates / Call Back

4.1 Overtime Rates

4.1.1 Overtime shall be paid at ordinary rates for the first 5 hours per fortnight, and at time-and-a-half thereafter.

4.1.2 All time worked between 10.00pm and 6.00am, or on a Sunday shall be paid at double time, and time worked on a Public Holiday shall be paid at time-and-a-half of the appropriate rate.

4.1.3 An employee required to work overtime on Saturday, Sunday or a recognised public holiday shall be paid a minimum payment of three hours at the appropriate rate.

4.2 Time Off in Lieu of Overtime

4.2.1 In lieu of payment of overtime an employee and the employer may agree to paid leave according to the following arrangements.

4.2.2 Each hour of overtime worked will correspond to one hour of paid leave at ordinary rate.

4.2.3 Not more than 37.5 hours leave in lieu may be accrued before the leave is taken unless otherwise agreed.

4.2.4 Access to the taking of time off in lieu shall not be unreasonably withheld.

4.2.5 Where it is agreed that leave in lieu is unable to be taken then it will be cashed up at time and half.

4.2.6 Time off in lieu earned but not taken within 12 months of being earned will be cashed up.

4.3 Overtime Limits

4.3.1 Employees in 2024 paid a salary higher than Band 8 shall not be entitled to overtime payment. For 2025, refer to Part C, 4.2.

4.4 Limits on Unbroken Work

4.4.1 Where practicable, no employee shall be required to perform unbroken work.

4.4.2 If unbroken work is performed it shall be paid at overtime rates.

4.4.3 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.

4.5 Call Back

4.5.1 Subject to the provisions of subclauses 4.5.2 and 4.5.3 below, where an employee is called back to work after completing the day's work and leaving the place of employment, or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.

4.5.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.

4.5.3 Where a call back commences before, and continues beyond, the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

Section 5 - Leave

5.1 Annual Leave

5.1.1 Employees who have been absent on special leave with or without pay in excess of 35 days (including weekends) in one or more periods in any leave year are to have their annual leave reduced, as determined by the employer.

5.1.2 Where annual leave has been advanced and the employee terminates before sufficient annual leave has accrued, then the employer may deduct from the employee's final pay an amount equivalent to the leave that is outstanding.

5.1.3 When an employee takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the employee requests payment of annual leave in advance which must be by written notice at least one pay cycle before the payment would be due.

5.1.4 Unless there is agreement otherwise annual leave must be taken within twelve months of the entitlement arising. Employees who have accumulated annual leave balances in excess of five weeks in addition to current entitlement will be required to negotiate an annual leave plan with their manager that reduces their outstanding balance over a reasonable timeframe.

5.2 Sick Leave

5.2.1 Sick leave may be taken in half-day blocks provided that an absence on any day of more than four hours shall count as one whole day.

5.2.2 On the first day of absence employees must advise their supervisor as soon as possible that they will be absent, preferably prior to their scheduled start time, and thereafter keep the employer informed of their progress and expected date of return to work.

5.3 Long Service Leave

5.3.1 Employees will be entitled to paid long service leave as follows: After 15 years' continuous service one holiday of 2 weeks After 20 years' continuous service one holiday of 2 weeks After 25 years' continuous service one holiday of 1 week

5.3.2 Unless otherwise agreed in writing between the employer and the employee, long service leave must be taken in a single block within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the employee when it falls due.

5.3.3 If an employee terminates employment before leave has been taken, then the equivalent salary shall be paid in the employee's final pay.

5.4 Wellness Day

5.4.1 Subject to the operational requirements of the employer, each employee is entitled to take one day of sick leave per annum as a wellness day (pro rata for part-timers) provided that the employee notifies the employer at least one week before the entitlement is to be taken.

Section 6 - Allowances And Expenses

6.1 Travelling Expenses

6.1.1 An employee will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf, or if staying privately an accommodation allowance of $49.05 from the date of ratification 2024 and $51.01 from 1 January 2025 a night shall be paid to the employee on proof of payment.

6.2 Meal Allowance

6.2.1 An employee who has been directed to work no less than two hours overtime after a break of at least half an hour and who has had to buy a meal which would otherwise have been bought, shall be paid a meal allowance at the rate of $18.82 date of ratification 2024 and $19.57 from 1 January 2025, per instance.

Section 7 - Health & Safety

7.1 Computer Users

7.1.1 Staff who use a computer for 50% of their working time or for continuous periods of two hours or more per working day shall be reimbursed up to $216.32 from date of ratification 2024 and $224.97 from 1 January 2025, upon proof of purchase, for prescription correction lenses, no more than once every two years. Staff covered by this clause should have their eyes tested prior to or soon after commencing employment, and it is recommended that they have their eyes tested every two years.

Section 8 - Organisational Change

NOTE: Some staff are covered by special additional provisions as specified in Part 6A of the Employment Relations Amendment Act (No 2) 2004.

Schedule A - Salaries

For the duration of this agreement:

a) A position may be re-evaluated where it is agreed between the Incumbent and the employer that a significant change has occurred in the responsibilities of the position. No position shall be required to be evaluated more than once a year.

b) Newly created positions will be evaluated prior to advertising. Results with changes in evaluation, including new roles, will be advised to the Union.

c) Until employees reach the job rate they shall move up to the step above their current salary after a maximum of one year.

d) The employer may withhold such increments if, in the employer's opinion, the employee's performance is unsatisfactory. When an Increment is withheld the employee shall be advised in writing of the reasons.

e) The employer may allow additional or accelerated salary steps.

Effective from the below dates the following increases will apply to all salary scales:

		2023	2024
			4%
Band 4	**Step 1**	$46,734	$48,603
	Step 2	$47,078	$48,961
	Step 3	$49,689	$51,677
	Job Rate	$52,306	$54,398
Band 5/6	**Step 1**	$51,479	$53,538
	Step 2	$52,601	$54,705
	Step 3	$55,476	$57,695
	Step 4	$58,394	$60,730
	Step 5	$61,258	$63,708
	Job Rate	$64,482	$67,061
Band 7/8	**Step 1**	$63,513	$66,054
	Step 2	$67,044	$69,726
	Step 3	$70,565	$73,388
	Step 4	$74,740	$77,730
	Job Rate	$78,672	$81,819

NMIT Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as Nelson Marlborough Institute of Technology (NMIT) and were covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Terms of Appointment
Section 3	Career Progression and Remuneration
Section 4	Workload
Section 5	Leave
Section 6	Training and Professional Development
Section 7	Allowances, Expenses and Grants
Section 8	Hold and Market Allowances
Schedule A	Agreement Monitoring Committee
Schedule B	Salary Scales
Schedule C	Factors Characterising ASMs, SASMs and PASMs

Section 1 - Definitions

1.1 Employee Types

1.1.1 "Non-Teaching Academic Position" means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule C.

1.1.2 "Clinical Teaching" means off-campus health science teaching involving patient care.

1.2 Service

1.2.1 "Service" means:

a) Continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic; and

b) Continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector; and

c) Periods of continuous part-time service with the employer, which are aggregated to the fulltime equivalent service for the purposes of this definition; and

d) Any other service the employer agrees to recognise at the time of appointment.

1.2.2 "Continuous service" for the purposes outlined above includes all periods of paid leave and is not broken by, but does not include any:

a) periods of maternity or paternity leave

b) any approved leave without pay;

c) any breaks of not more than three months between employment within the polytechnic service.

1.3 Teaching Time

1.3.1 "Teaching Day" means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

1.4 Terminology

1.4.1 "Polytechnic" has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer.

Section 2 - Terms of Appointment

2.1 Appointment Procedures

2.1.1 Advertising of Positions

a) New permanent positions and fixed-term positions for periods greater than one year's duration will, when practicable, be advertised nationally in a manner to allow suitably qualified people to apply.

b) Notwithstanding clause 2.1.1a) above where the status of a position is changed to permanent and the position is substantially the same as those being performed by a number of fixed-term incumbents, the position need only be advertised internally.

2.1.2 Other Positions

a) Where the proportionality of a position is altered by agreement between the employer and the employee the incumbent will have automatic right to the position provided TEU is notified. If the redesignation occurs as a result of surplus staffing, the provisions of Part A, Section 12 apply.

b) Where a position is made permanent and it is intended to appoint the incumbent the employer need not advertise the position but should notify the local branch of TEU.

Section 3 - Career Progression and Remuneration

3.1 Statement of Intent

3.1.1 The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

3.2 Salary Rates

3.2.1 Salaries

a) Employees will be paid at the appropriate rates set out in Schedule B.

3.2.2 Starting Salaries

a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to NMIT's starting salaries policy.

b) The employer may pay a market allowance over the assessed salary level (See Part A 10.2)

3.2.3 Part-time Positions

a) Salaries will be paid on a proportional basis as follows:
fulltime salary rate x predetermined proportion of the position.

b) This will be confirmed in the letter of appointment.

3.2.4 Casual / hourly paid Positions

a) Casual / hourly paid employees will be paid the rates in Schedule B for each hour of work. When this involves timetabled teaching an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.

b) In deciding the amount of additional paid work, the employer will maintain an equitable workload which reflects that of fulltime employees doing similar work.

3.2.5 Living Wage

a) The parties to this agreement support the principle of a Living Wage. No employee shall be paid less than the Living Wage which is independently recalculated annually and announced on April 1 of each year. The rate is implemented on September 1 of the same year. The increase to the living wage will be applied to wages at NMIT by 1 September. The employer will seek accreditation through the Living Wage Movement Aotearoa New Zealand in the future.

3.3 Salary Progression

3.3.1 Progression within the ASM Grade

a) Increments

I. Subject to sub-clauses (b) (c) and (d) of this clause employees in the ASM and Tutorial Assistants' Grades will move one step after each year of service until reaching step 8.

II. No increments will be paid to employees on an induction period.

III. Casual, hourly paid and part-time ASMs become eligible for ASM increments on the basis of each year of equivalent fulltime tutoring.

b) Advanced Increments

I. A double or accelerated increment may be approved by the employer for:

- meritorious performance
- ensuring relativity within NMIT
- retention

II. The new increment date is from the date of the advanced increment.

c) Withholding of Increments

An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

d) Progression from ASM Steps 8 through to 11

I. There will be a bar to progression beyond step 8.

II. To progress to step 9 an academic staff member will need to have:

- completed 12 months on ASM step 8
- completed an induction period and verified that the standards specified

under ASM in Schedule C have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member.

- used the professional development opportunities provided by clause 6.1 below
- completed tutor training as per clause 7.2 All ASMs who meet these criteria will move to step 9

III. Where an ASM has been prevented from complying with the last two criteria in (d) (ii) above by the employer's failure to make necessary provision according to the Agreement these criteria will not apply.

IV. Movement to ASM step 10 will be on completion of 12 months' service on step 9 and to ASM step 11 on completion of 12 months' service on step 10.

3.3.2 Progression to the SASM Grade

a) Progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule C. Verification will be carried out according to policy and procedures developed and reviewed under Schedule A.

3.3.3 Progression within the Senior ASM Grade

a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the Senior ASM criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed under Schedule A.

b) Any increases given under this clause will be no less than $500 per annum.

3.3.4 Progression to the PASM Grade

a) The policies and procedures for progression from the SASM to the PASM Grade will be developed through the mechanism in Schedule A.

3.3.5 Annual Funding for Merit Movement

a) An amount of 0.5% of the total base salaries for ASMs covered by this Agreement will be set aside each year to fund merit progressions for these staff - merit progressions will include all salary movements which are not required to be automatic by this Agreement.

Section 4 - Workload

4.1 Duty Hours

4.1.1 The following limits on requirements to undertake duty apply for full time employees (see Part B 2.4.1 for part-time employees).

a) Weekly Duty Hours

b) An employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:

I. 36 hours for ASMs and Tutorial Assistants.

II. 37.5 hours for non-teaching ASMs.

III. 34 hours for ASMs and Tutorial Assistants who were on 34 hours prior to 3 March 2011.

4.1.2 Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.

4.1.3 An employee may consent to undertake duties:

a) after 5.00 pm in excess of the provisions in (ii) above.

b) at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme under clause 7.

4.2 Workload Provisions for Specific Types of Position

4.2.1 Non-Teaching ASMs

a) A non-teaching ASM shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.

b) The non-teaching ASM will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties having due regard for the operational requirements of NMIT.

Section 5 - Leave

5.1 Leave on Annual Basis

5.1.1 Discretionary Leave

a) Employees will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:

I. Up to three weeks in each of the first two years of employment for ASM training.

II. Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified within NMIT's formal appraisal procedures.

III. For ASMs who teach primarily on courses leading to degrees and whose duties include research, discretionary leave may be individually negotiated out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days and the maximum timetabled teaching hours for each quarter of the year will be 175 not 300 as in Part B 2.3.1 b)

b) Unless the employee agrees otherwise discretionary leave will be used in blocks of not less than one week, excluding when used as per clause 5.1.1 a) above and will be timed having regard to the operational requirements of NMIT.

c) Discretionary leave will not apply to a non-teaching ASM appointed after 1 September 1993.

d) Discretionary leave does not apply to hourly paid or casual ASMs.

e) The employer and an employee may initiate a process to negotiate changes to discretionary leave conditions provided that:

I. The employee is advised that they are entitled to assistance from TEU prior to entering the negotiations.

II. The employee may agree to convert all or some of their discretionary leave into work activity.

III. Every week that is converted into work activity, excluding converted leave under clause 5.1.1 a) above but including Professional Development time as

agreed in 6.1.1 d) below will be paid at the rate of 2% of base salary. Any additional allowances will not be affected. The 2% increase forms part of the base salary.

IV. Converted discretionary leave will be for a specified period of time of not less than one year, or indefinitely, unless both parties agree to change the period.

V. Timetabled Teaching Hours, may be varied by agreement between the employee and employer if the conversion of discretionary leave is for the purpose of undertaking TTHs.

VI. Conversion of discretionary leave may only occur prior to 1 February of each year for discretionary leave in that year.

VII. Converted discretionary leave can only be varied by agreement between the employer and employee.

VIII. Any agreement under this section will be in writing and signed by both the employer and employee.

IX. This provision is not available during an employee's first 30 days of

X. employment.

5.1.2 Annual and Discretionary Leave for Employees with Short Service

a) Employees with less than 12 months' full service in any one year will have leave calculated at 18% of the period worked less any leave taken.

b) Where the employee has served less than 12 months and has reduced entitlement to discretionary leave, the leave calculation will be reduced according to the appropriate ratio below:

I. Five weeks' leave entitlement: (i.e. no discretionary leave) 10 % of the period worked less any leave taken

II. Six weeks' leave entitlement: (i.e. five weeks' annual leave and one weeks' discretionary leave) 12 % of the period worked less any leave taken

III. Seven weeks' leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave) 14 % of the period worked less any leave taken

IV. Eight weeks' leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave) 16% of the period worked less any leave taken

c) Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

Section 6 - Training and Professional Development

6.1 Professional Development

6.1.1 ASMs will be allocated 10 duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year, subject to the conditions specified below.

a) The ASM submitting a proposed Professional Development Plan and the approval of the proposed programme by the employer. Approval will not be unreasonably withheld.

b) The employer may allocate some or all of the 10 days for Institute Training and / or Industry Placements and the employee will attend the training or placement as required by the employer.

c) Reasonable notice being given of proposed activities of either the employee or employer, and the timing of the activities being considered with due regard to NMIT's operational requirements.

d) An approved Professional Development Plan may be varied by the employer following consultation with the employee, and reasonable notice being provided and with due regard for the specific circumstances.

e) Where an ASM undertakes approved professional development of greater than the 10 days of this clause, the additional days will usually be deducted from the employee's discretionary leave entitlement. In exceptional circumstances, as determined by the employer, the employee will be paid for these days as per clause 5.1.1.1 e) iii above.

6.1.2 If a proposed programme of development activities is not approved by the employer, or if a proposal is not submitted, or the employer has not allocated the days, the ASM will be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

6.1.3 Professional development days may be accumulated according to any conditions agreed between the employer and the ASM.

Section 7 - Allowances, Expenses and Grants

7.2 Travelling Allowance

7.2.1 An employee required to travel within New Zealand on official business will be reimbursed actual and reasonable costs incurred.

Section 8 - Holding And Market Allowances

The percentage increases specified in this Agreement will apply to employees in receipt of holding allowances and the market allowance. When an increase to salaries is negotiated, the holding and market allowances will remain at their existing monetary level and will not be abated.

Schedule A

The Agreement Monitoring Committee

1. Composition of the Committee

2.1 The committee will be composed of equal numbers; not less than two each of management representatives and two local ASMs who are covered by the Agreement and nominated by TEU.

2.2 The convenor of the committee shall be elected on an annual basis by members of the Committee. Appointments will be confirmed annually.

2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

2. Role of Committee

2.1 The functions of the committee are to:

2.1.1 Monitor the implementation of the following specified areas within the Collective Agreement:

a) progression to SASM and PASM
b) progression within the SASM grade
c) development of policies relating to part-time ASMs
d) starting salary policy

e) exceptional workload provisions
f) review of Agreement Monitoring Committee developed policies.

2.1.2 The Agreement Monitoring Committee will provide advice on issues surrounding workload, hours of work and leave, including the issue of four weeks'

2.1.3 Provide advice on any other matters referred to by the CEO. The committee does not have a role in relation to variations to this Agreement.

3. Operating Guidelines

3.1 The Committee will develop guidelines in relation to meeting frequency, agendas, and minutes and meeting protocol.

3.2 Committee members would be expected to consult using their own protocol with their constituencies throughout the process prior to decision-making.

3.3 Committee members shall genuinely seek to reach a consensus on all matters that come before the committee and to demonstrate good faith in discharging their responsibilities under the provisions of this schedule:

3.3.1 For matters which pertain to the Agreement, where agreement cannot be reached, the status quo of the Agreement prevails.

3.3.2 For matters where no status quo applies and agreement cannot be reached, but when an agreement within the terms of the Agreement is necessary for the proper functioning of the institution, normal prerogative prevails through matters being referred to the CEO until such time as the committee reaches agreement.

3.4 Agendas and minutes of meetings will be available for interested outside parties such as the National Secretary of TEU.

3.5 Advisers may be invited to attend subject to committee agreement.

3.6 Local policy agreed by the committee will be promulgated through standard local procedure and subject to periodic review/amendment by the committee.

4. Resourcing

4.1 Secretarial support and time allowances will be made available to the committee to ensure its effective operation.

4.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs shared with TEU.

Schedule B - Salary Scales

Effective from the below dates the following increases will apply to all salary scales:

TEU Academic Staff Members' Salaries

	Annual Salary Rates			Hourly Rates		
	1-Jan-23	1-Jan-24	1-Jan-25	1-Jan-23	1-Jan-24	1-Jan-25
		4.0%	4.0%		4.0%	4.0%
TUTORIAL ASSISTANT						
1						
2						
3	$39,732	$41,321		$25.07	$26.08	
4	$41,508	$43,168	$44,895	$26.20	$27.25	$28.34
5	$43,282	$45,013	$46,814	$27.32	$28.41	$29.55
6	$45,060	$46,862	$48,736	$28.44	$29.58	$30.76
7	$46,833	$48,706	$50,654	$29.56	$30.74	$31.97
8	$48,608	$50,552	$52,574	$30.68	$31.91	$33.18
ACADEMIC STAFF MEMBER						
1	$53,960	$56,118	$58,363	$34.06	$35.42	$36.84
2	$57,135	$59,420	$61,797	$36.06	$37.50	$39.00
3	$59,439	$61,817	$64,290	$37.52	$39.02	$40.58
4	$61,752	$64,222	$66,791	$38.98	$40.53	$42.16
5	$64,057	$66,619	$69,284	$40.44	$42.05	$43.73
6	$66,361	$69,015	$71,776	$41.88	$43.56	$45.30
7	$68,670	$71,417	$74,274	$43.34	$45.08	$46.88
8	$70,974	$73,813	$76,766	$44.79	$46.59	$48.45
Merit Bar						
9	$73,280	$76,211	$79,259	$46.25	$48.10	$50.03
10	$75,592	$78,616	$81,761	$47.71	$49.62	$51.61
11	$77,895	$81,011	$84,251	$49.16	$51.13	$53.18
SENIOR ACADEMIC STAFF MEMBER						
Min	$77,895	$81,011	$84,251	$49.16	$51.13	$53.18
Max	$86,924	$90,401	$94,017	$54.86	$57.06	$59.34
PRINCIPAL ACADEMIC STAFF MEMBER						
Min	$79,880	$83,075	$86,398	$50.42	$52.43	$54.53
Max	$101,013	$105,054	$109,256	$63.75	$66.31	$68.96

The hourly rates are derived by using the following calculation: divide the annual salary at the same step by 1467 (this is the notional number of duty hours in a year) and then divide that figure by 1.08%

Schedule C

FACTORS CHARACTERISING ASMs, SASMs AND PASMs

These characteristics should be applied:

1. in the identification of academic staff positions
2. during an induction period
3. for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

1. Be competent in their discipline/subject area.
2. Implement and develop programmes and learning (respond to feedback).
3. Apply effective communication skills in learning situations related to their discipline.
4. Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5. Contribute to the development of and implement programmes for the assessment of student learning.
6. Recognise student learning difficulties and arrange for appropriate support.
7. Evaluate and reflect on own practice in order to identify directions and strategies for development.
8. Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
   a) initiate and respond to feedback from students and/or peers
   b) plan and implement programmes for professional development.
9. Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11. Be able to contribute to the effective outcome of work teams.
12. Participate in the broader professional and academic life of the institution.
13. Discharge administrative responsibilities integral to the ASM work.
14. Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15. Practise within the policy framework and legislative obligations of the institute. SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to

the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

1. Be able to demonstrate advanced standing in their discipline/subject area.
2. Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3. Apply effective communication skills in diverse learning situations.
4. Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5. Select and apply strategies to enable students to develop as independent learners.
6. Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7. Be able to identify student learning difficulties and plan and implement strategies for improvement.
8. Design and implement small scale research into effective teaching and/or learning within own discipline.
9. Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10. Demonstrate commitment to ongoing professional development both within their discipline and as an educator:

- initiate and respond to feedback from students and/or peers
- plan and implement programmes for professional development.

11. Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13. Take responsibility for the effective outcome of work teams.
14. Actively contribute to the broader academic and professional life of the institution.
15. Discharge administrative responsibilities integral to SASM role.
16. Practise within the policy framework and legislative obligation of the institute.
17. Demonstrate professional activities which contribute in a positive way to the reputation of the polytechnic/profession e.g. research, consultancy, publication.
18. Actively support and contribute to the objectives, direction and operation of their department and the institute.

PASM Characteristics

To achieve PASM status applicants will need to demonstrate to the PASM panel that they fit a *holistic description of a PASM, rather than meeting narrow performance criteria. The following statements describe what a PASM means at NMIT and reflect the significance the Institute ascribes to PASM status.

Principal Academic Staff Members:

1. are education professionals who have attained the highest standards of quality in their practice, have set an example of excellence in what they do, share their wisdom and expertise with their colleagues, contribute significantly to the Institute and the community; and

2. have extensive successful experience as an educator in the tertiary sector; and

3. demonstrate a high level of scholarship with published research an added advantage
   a) have a master's degree or equivalence. Equivalence equates to: a bachelor's degree with post graduate qualification; or
   b) work equivalence measured against NZQA Level 9 descriptors.

4. lead curriculum development or educational innovation; and

5. are respected for their leadership and collegial support; and

6. have demonstrated standing in their discipline.

Explanation of holistic

**A view that all of the components identified above or the whole system of beliefs must be considered rather than simply the individual components.*

NMIT Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as NMIT.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Living Wage
Section 2	Overtime Rates
Section 3	Leave
Section 4	Professional Development
Section 5	Allowances and Expenses
Section 6	Termination of Employment / Notice of Resignation
Section 7	Organisational Change and Redundancy

Section 1 - Living Wage

The parties to this agreement support the principle of a Living Wage. No employee shall be paid less than the Living Wage which is independently recalculated annually and announced on April 1 of each year. The rate is implemented on September 1 of the same year. The increase to the living wage will be applied to wages at NMIT by 1 September. The employer will seek accreditation through the Living Wage Movement Aotearoa New Zealand in the future.

Section 2 - Overtime Rates

2.1 Overtime provisions are set out in the CEA, Part C, Section 4.

2.1.1 Overtime worked will, with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked. Overtime shall be paid at time one and a half (T1.5) for the first 3 hours of that period of overtime, and double time (T2) for each subsequent hour.

2.1.2 T2 shall be paid for all overtime worked as follows:

a) between 10.00pm and 6.00am, Monday to Friday;
b) between midday Saturday and 6.00am on Mondays, and Public Holidays.

2.1.3 Overtime rates do not apply for kaimahi employed as Vehicle Cleaners, Student Supervisors and Community Computing Centre staff. Exceptions to overtime rates shall apply to café kaimahi and aquaculture technicians as below.

2.2 Overtime rates: Café kaimahi

2.2.1 If overtime is to be paid, it will be paid on the following basis:

a) All hours worked in excess of completing 37.5 hours (at ordinary time) in a week (excluding meal breaks) will be deemed overtime.
b) Overtime is paid at time one and a half (T1.5) of the ordinary hourly rate for the first three hours of that period of overtime, and double time (T2) for each subsequent hour.
c) Kaimahi will be paid T2 for all hours worked:
   I. Between 10pm and 6am Monday to Saturday
   II. Between 10pm Saturday and 6am Monday

III. On Public Holidays.

2.2.2 If kaimahi are required to work overtime on a Saturday, Sunday or Public holiday, they will be paid a minimum of three hours at the appropriate rate.

2.3 Overtime rates: Aquaculture technicians

2.3.1 If overtime is to be paid, it will be paid on the following basis:

a) All hours worked in excess of completing 7.5 hours at ordinary time (excluding meal breaks) in a day.

b) All hours worked outside the times and days specified the Hours of Work Section in Part C.

2.3.2 Overtime is paid at time one and a half (T1.5) of the ordinary hourly rate for the first three hours of that period of overtime, and double time (T2) for each subsequent hour.

2.3.3 If kaimahi are required to work overtime on a Saturday, Sunday or Public holiday, they will be paid a minimum of three hours at the appropriate rate.

Section 3 - Leave

3.1 Special Leave

3.1.1 An employer may grant special leave, with or without pay, on such terms and conditions as the employer decides.

3.2 Sick Leave

3.2.1 Part A, section 8.4, contains sick leave entitlements and provisions.

3.2.2 Sick leave with pay may be granted where an employee has to provide care for a person who genuinely depends on the employee for care.

3.3 Long Service Leave

3.3.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 5 years' continuous service: 1 week

b) After 10 years' continuous service: 1 week

c) After 15 years' continuous service: 1 week

d) After 20 years' continuous service: 1 week

3.3.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

3.3.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 4 - Professional Development

4.1 Professional development provisions are set out in the CEA, part C, Section 1.

4.1.1 Performance development planning is to give priority to aspects of skills and performance development indicated by the NMIT Performance Management Process.

4.1.2 The following principles shall be followed with regard to Professional Development:

Principles

a) Professional Development is relevant to all employees.

b) NMIT values and supports Professional Development to develop staff potential in their current career and to add value to the Institute.

c) It is embedded in all working practice, throughout an individual's career.

d) Reflection, review, feedback and opportunities for learning should form an integral part of everyone's work experience.

Section 5 - Allowances and Expenses

5.1 Travelling Expenses

5.1.1 Kaimahi required to travel within New Zealand on official business will be reimbursed actual and reasonable costs incurred.

5.2 Meal Allowance

5.2.1 Kaimahi required to work more than 2 hours overtime, who have had to buy a meal that they would not otherwise have bought, will be paid a meal allowance of $17.55 from date of ratification 2024, or on the production of receipt reimbursed the actual amount up to a maximum of $21.63 (The allowance will be $18.25 from 1 January 2025 and maximum will increase to $22.50).

Section 6 - Termination Of Employment / Notice of Resignation

See Part A, Section 6.4 for further clauses about termination of employment. This varies Part A, s6.4.2.

Fixed term employment may be terminated with four weeks written notice by either party.

Section 7 - Organisational Change and Redundancy

See Part A, Section 12 for the further organisational change provisions. This varies Part A, s12.10.5.

7.1 Redundancy payment

7.1.1 If employment is for a fixed term period, then redundancy compensation does not apply.

NorthTec Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as the Northland Polytechnic (NorthTec) and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Terms of Appointment
Section 3	Career Progression and Remuneration
Section 4	Workload
Section 5	Leave
Section 6	Training and Professional Development
Section 7	Allowances, Expenses and Grants
Schedule A	Academic Salary Scales
Schedule B	Factors Characterising Academic Staff Members and Senior Staff Members
Schedule C	Academic Workload Framework and Planning Tool

Section 1 - Definitions

1.1 "Clinical Teaching"

1.1.1 means off-campus health science teaching involving client care.

1.2 "Employee"

1.2.1 means a person employed under the terms of this agreement.

1.3 "Employer"

1.3.1 means the Chief Executive of the employer party, or any manager acting with their delegated authority.

1.4 "ERA"

1.4.1 means the Employment Relations Act 2000.

1.5 "Institute"

1.5.1 means Te Pūkenga NorthTec.

1.6 "Non-Teaching Academic Position"

1.6.1 means a position requiring less than 50 time-tabled teaching hours per year and significantly reflecting the criteria listed in Schedule B; and a non-teaching academic staff member has a corresponding meaning.

1.7 "Polytechnic"

1.7.1 has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the Chief Executive fulfils the role of employer.

1.8 "Service" means

1.8.1 continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology, and

a) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
b) periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated to the full time equivalent service for the purposes of this definition, and
c) any other service the employer agrees to recognise at the time of appointment.

1.8.2 "Continuous service" for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:

a) approved leave without pay
b) breaks of not more than three months between employment within the polytechnic service.

1.9 "Teaching Day"

1.9.1 means any duty day on which teaching is time-tabled or on which distance learning teaching duties are undertaken.

Section 2 - Terms Of Appointment

2.1.1 Fixed-term appointments will be for a specified period of time or conclude at a defined event (e.g. project completion). The options under the surplus staff provisions of this agreement will not apply at the conclusion of the specified time of employment when fixed term appointments have been made for the purpose of:

a) filling a vacancy pending an appointment
b) relieving for a tenured employee on approved leave
c) trialling new courses for a period not exceeding two years
d) undertaking finite tasks for a period not exceeding two years.

2.1.2 Where an employee is employed on a full-time or part-time fixed term basis in a teaching role, the employee shall be paid an additional one week's salary per semester to compensate the employee for preparation, marking and other relevant duties. Except as provided in this clause, such payment shall be calculated on the basis of the employee's average weekly earnings for the semester and shall be made with the last pay of each relevant semester.

2.1.3 Notwithstanding 2.1.2 where practicable, the employee should be appointed to their position one week prior to commencing their teaching duties. In such case the employee should receive

payment for such weeks work at the time the employee receives their first pay of the relevant semester.

2.1.4 Where the employee receives payment as provided in paragraph (2.1.3), the employee shall not be entitled to receive any payment provided in (2.1.2).

2.1.5 Appointment Procedures - Other Positions. Where the proportionality of a position is altered by agreement between the employer and the employee, the incumbent will have automatic right to the position provided TEU is notified. If the re-designation occurs as a result of surplus staffing the provisions of Part A, Section 12 apply.

Section 3 - Career Progression and Remuneration

3.1 Statement of Intent

3.1.1 The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

3.2 Salary Rates

3.2.1 Salaries

a) Subject to the provisions of this sub-clause, employees will be paid at the appropriate rates set out in Schedule A:

b) An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to their grade and step with effect from the date that they become bound by this agreement. Such employee shall not be entitled to receive back-pay.

c) For the purposes of this clause, the term “salary increase” shall not include any salary increment or salary increase paid as a result of promotion under an individual employment agreement based on the terms and conditions of the collective agreement.

3.2.2 Starting Salaries

a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee’s skills and attributes according to NorthTec’s starting salaries policy.

b) During the term of this collective agreement the parties shall meet to review the starting salaries policy.

c) The employer may pay a market allowance over the assessed salary level (see Part A, Section 10, clause 10.2).

3.3 Salary Progression

3.3.1 Subject to the following provisions, where an academic staff member meets the relevant characteristics of ASM and SASM specified in Schedule B, they may be appointed to the ASM or SASM Grade. An academic staff member may be appointed to PASM grade in accordance with the institute’s policy.

3.3.2 Progression within the ASM Grade

a) The provisions of 3.3.2 apply to progression within the ASM Grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being

appointed to ANY step within the ASM grade above Step 8.

b) The requirements of Step 8 must be met before an employee who is appointed on or below Step 8 may progress from ASM Steps 8 through to the maximum step within the ASM grade.

I. Increments

- Subject to sub clauses (ii) (iii) and (iv) of this clause employees in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching Step 8.
- No increments will be paid to employees on an induction period.

II. Advanced Increments

- A double or accelerated increment may be approved by the employer for:
  - meritorious performance
  - ensuring relativity within the institute
  - retention
- The new increment date is from the date of the advanced increment.

III. Withholding of Increments

- An increment may be withheld if, following a documented process of performance improvement planning including transparent notice of areas of concern and requisite support to improve, an ASM's performance over the previous year has been deemed unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

IV. Progression from ASM Steps 8 through to the maximum step within the ASM Grade

- There will be a bar to progression beyond step 8.
- To progress to step 9 an ASM will need to have:
  - completed 12 months on ASM step 8; and
  - where an ASM has been required to undergo an induction period, completed such period, and demonstrated to the satisfaction of the employer that they have continued to meet the standards specified under the ASM Grade in Schedule B. The verification process will be undertaken by the appropriate manager and the staff member; and
  - used the professional development opportunities provided by Section 6; and Subject to clause 3.3.2 b) iii, all ASMs who meet these criteria will move to step 9.
- Where an employee has been prevented from complying with the professional development opportunities in above by the employer's failure to make necessary provision according to the agreement, this criterion will not apply.
- Subject to clause 3.3.2 iii movement to ASM step 10 will be on completion of 12 months service on step 9 and to ASM step 11 on completion of 12 months service on step 10.

3.3.3 Appointment and Progression to the SASM Grade

a) Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule C. Verification will be carried out according to policy and procedures developed and reviewed in consultation with TEU.

b) An employee who is appointed or progresses to the SASM grade shall be entitled to a minimum payment of $500.

3.3.4 Progression within the SASM Grade

a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule B. This review will be carried out

according to policies and procedures developed and reviewed in consultation with TEU.

b) Subject to clause 3.3.4(c), any increase given under this clause will be no less than $1,000 per annum

c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 3.3.b (b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the SASM grade.

3.3.5 Appointment and Progression to the PASM Grade

a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with TEU.

b) Subject to clause 3.3.5 (c) any increase given under this clause will be no less than $1,000 per annum

c) Where the difference between the salary of the employee and the top of the salary scale for the PASM grade is less than the minimum amount provided for in clause 3.3.5 (b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the PASM grade.

3.3.6 Progression within the PASM Grade

a) A staff member employed on the PASM salary grade may apply annually for progression within the PASM salary scale in accordance with NorthTec's policy.

Section 4 - Workload

4.1 Duty Hours

4.1.1 The following limits on requirements to undertake duty apply for full-time employees (see clause 5.5.1 for part-time employees).

4.1.2 Duty Hour provisions for employees covered by the terms and conditions of the expired MECA (expiring 30 November 2010):

a) Weekly Duty Hours

b) An employee may be required to undertake duty each week for a total of no more than

c) 37.5 hours.

d) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive provided that an ASM may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.

e) An ASM shall not undertake directed duty on more than five consecutive days, except when it is part of an approved professional development programme under clause 7.

f) An ASM may consent to work outside the hours prescribed above.

4.1.3 Duty Hour provisions for employees employed on or after the date that this collective agreement takes effect, who were not covered by the terms and conditions of the expired MECA (expiring 30 November 2010) on the date of effect:

a) Weekly Duty Hours

b) An employee may be required to undertake duty each week for a total of no more than

c) 37.5 hours.

d) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive and between the hours of 8:00am to 5:30pm on Saturday.

e) An ASM shall not undertake directed duty on more than five consecutive days, except when it is part of an approved professional development programme under clause 7.

f) An ASM may consent to work outside the hours prescribed above.

Section 5 - Leave

5.1 Annual Leave

5.1.1 Annual Leave provisions for employees covered by the terms and conditions of the expired MECA (expiring 30 November 2010) at the date this collective agreement takes effect:

a) Employees covered by this clause shall be entitled to nine (9) weeks of annual leave in each leave year.

b) The employer and the employee may (or may have already under any previous agreement) negotiate/d and agree/d in writing to reduce the employee's entitlement to annual leave under this clause subject to the following conditions:

I. The reduction shall not be more than four weeks, such that the employee must retain a minimum of five weeks for the purposes of annual leave,

II. the reduction shall be in periods of not less than one week, and

III. the employee shall be liable to perform all duties relating to their position, and the employee shall be paid 2% of the employee's annual salary for each week of annual leave that is reduced pursuant to this provision. The employee will be advised of their right to seek advice from TEU prior to any negotiations and agreement being finalised.

c) Any agreement reached between the employer and employee may be renegotiated at any time.

5.1.2 Annual Leave provisions for employees employed on and after the date this collective agreement takes effect, who were not covered by the terms and conditions of the expired MECA (expiring 30 November 2010) on the date of effect and are therefore not covered by5.1.1 above:

a) Employees covered by this clause shall be entitled to a baseline of nine (9) weeks of annual leave in each leave year, with the proviso that:

I. the employer has the discretion to reduce by up to two (2) weeks the amount of annual leave in each leave year, on an annual basis.

II. the employee shall be paid 2% of the employee's annual salary for each week of annual leave that is reduced pursuant to 5.1.2 (a)(i).

III. The overall leave entitlement shall not be less than 7 weeks per annum.

IV. For new employees, the employer shall advise the employee in writing that the baseline leave provision is nine weeks, and any decisions to reduce that baseline will be made and advised annually. This advice will be given regardless of whether or not the nine-week baseline is reduced at the time of appointment. Where the employer elects to reduce the baseline nine-week leave provision in accordance with this clause, such reduction will form part of the annual work planning discussion for the forthcoming academic year, and the employer shall advise the employee of the intention to reduce the baseline by 31 January.

b) Separate to (a) above, the employer and the employee may negotiate and agree in writing to reduce the employee's entitlement to annual leave under this clause subject to the following conditions:

I. The employee must retain a minimum of five weeks for the purposes of annual leave,

II. the reduction shall be in periods of not less than one week, and

III. the employee shall be liable to perform all duties relating to their position, and

IV. the employee shall be paid 2% of the employee's annual salary for each week of annual leave that is reduced pursuant to this provision.

c) The employee will be advised of their right to seek advice from TEU prior to any negotiations and agreement being finalised.

d) Any agreement reached between the employer and employee may be renegotiated at any time.

5.2 Non-Teaching Academics

5.2.1 Non-Teaching Academics employed after 1 September 1993 are entitled to 5 weeks' annual leave and are not covered by 5.1.1 or 5.1.2 above.

5.3 Leave Timetable

5.3.1 Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of annual leave may be continuous.

Section 6 - Training and Professional Development

6.1 Professional Development

6.1.1 Academic staff members will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro-rata basis for periods of employment of less than a full year

6.1.2 Employees will be entitled to a minimum of $400 per annum (pro rata for part-time staff and with short service). They may be paid an amount up to, but not necessarily limited to, $1,000 for reimbursement of actual and reasonable expenses for approved professional development activities.

6.1.3 The provisions of this sub-clause shall not limit the operation of any institute policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of the employee under such institute policy however, the employer may take into account any payment it makes to, for or on behalf of the employee under this sub-clause.

6.1.4 Professional development days may be accumulated according to any conditions which have been agreed by the employer and the employee

Section 7 - Allowances, Expenses and Grants

7.1 Travelling Allowance

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

a) approved actual and reasonable accommodation costs, or an allowance of $38.94 from the date of ratification 2024 and $40.50 from 1 January 2025, and
b) actual and reasonable travel costs, and
c) actual and reasonable meal costs up to $77.85 from the date of ratification 2024 and $80.96 from 1 January 2025for each completed 24 hour period, and
d) an incidental allowance of $9.79 from date of ratification 2024 and $10.18 from 1 January 2025 effective for each 24 hour period or part thereof;
e) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense.

7.1.2 Where appropriate the employee will provide proof of payment.

7.2 Meal Allowances

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $16.33 from the date of ratification 2024 and $16.98 from 1 January 2025.

Schedule A -Academic Staff Salary Scale

Effective from the below dates the following increases will apply to all salary scales:

		Annual Salary Rates				Hourly Rates		
Grade Step		1/01/2023 4%/5%	1/01/2024 4%	2025 4%		1/01/2023 4%/5%	1/01/2024 4%	2025 4%
Tutorial Assistant	1	$ 37,976	$ 39,495	$ 41,075		$ 23.10	$ 24.02	$ 24.98
	2	$ 39,642	$ 41,228	$ 42,877		$ 24.12	$ 25.08	$ 26.08
	3	$ 41,302	$ 42,954	$ 44,672		$ 25.13	$ 26.14	$ 27.19
	4	$ 42,962	$ 44,680	$ 46,467		$ 26.13	$ 27.18	$ 28.27
	5	$ 44,626	$ 46,411	$ 48,267		$ 27.15	$ 28.24	$ 29.37
	6	$ 46,285	$ 48,136	$ 50,061		$ 28.16	$ 29.29	$ 30.46
	7	$ 47,949	$ 49,867	$ 51,862		$ 29.17	$ 30.34	$ 31.55
	8	$ 49,610	$ 51,594	$ 53,658		$ 30.18	$ 31.39	$ 32.65
ASM	1	$ 54,624	$ 56,809	$ 59,081		$ 33.23	$ 34.56	$ 35.94
	2	$ 57,599	$ 59,903	$ 62,299		$ 35.04	$ 36.44	$ 37.90
	3	$ 59,760	$ 62,150	$ 64,636		$ 36.35	$ 37.80	$ 39.31
	4	$ 61,920	$ 64,397	$ 66,973		$ 37.67	$ 39.18	$ 40.75
	5	$ 64,076	$ 66,639	$ 69,305		$ 38.99	$ 40.55	$ 42.17
	6	$ 66,237	$ 68,886	$ 71,641		$ 40.30	$ 41.91	$ 43.59
	7	$ 68,396	$ 71,132	$ 73,977		$ 41.61	$ 43.27	$ 45.00
	8	$ 70,557	$ 73,379	$ 76,314		$ 42.92	$ 44.64	$ 46.43
	9	$ 72,719	$ 75,628	$ 78,653		$ 44.24	$ 46.01	$ 47.85
	10	$ 74,879	$ 77,874	$ 80,989		$ 45.55	$ 47.37	$ 49.26
	11	$ 77,255	$ 80,345	$ 83,559		$ 47.00	$ 48.88	$ 50.84
SASM	Minima	$ 77,255	$ 80,345	$ 83,559		$ 47.00	$ 48.88	$ 50.84
	Maxima	$ 85,453	$ 88,871	$ 92,426		$ 51.99	$ 54.07	$ 56.23
PASM	Minima	$ 78,860	$ 82,014	$ 85,295		$ 47.98	$ 49.90	$ 51.90
	Maxima	$ 98,649	$ 102,595	$ 106,699		$ 60.02	$ 62.42	$ 64.92

Schedule B - Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied:

1 in the identification of academic staff positions
2 during an induction period
3 for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

1 Be competent in their discipline/subject area.
2 Implement and develop programmes and learning (respond to feedback).
3 Apply effective communication skills in learning situations related to their discipline.
4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5 Contribute to the development of and implement programmes for the assessment of student learning.
6 Recognise student learning difficulties and arrange for appropriate support.
7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.
8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator
   - initiate and respond to feedback from students and/or peers
   - plan and implement programmes for professional development.
9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11 Be able to contribute to the effective outcome of work teams.
12 Participate in the broader professional and academic life of the institution.
13 Discharge administrative responsibilities integral to ASM's work.
14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15 Practise within the policy framework and legislative obligations of the institute.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

1 Be able to demonstrate advanced standing in their discipline/subject area.
2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3 Apply effective communication skills in diverse learning situations.

4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5 Select and apply strategies to enable students to develop as independent learners.
6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7 Be able to identify student learning difficulties and plan and implement strategies for improvement.
8 Design and implement small scale research into effective teaching and/or learning within own discipline.
9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
- initiate and respond to feedback from students and/or peers
- plan and implement programmes for professional development.

11 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13 Take responsibility for the effective outcome of work teams.
14 Actively contribute to the broader academic and professional life of the institution.
15 Discharge administrative responsibilities integral to the SASM role.
16 Practise within the policy framework and legislative obligation of the institute.
17 Demonstrate professional activities which contribute in a positive way to the reputation of the institute/profession e.g. research, consultancy, publication.
18 Actively support and contribute to the objectives, direction and operation of their department and the institute.

Schedule C - Academic Workload Framework and Planning Tool

This schedule does not apply to part-time hourly paid staff other than the right to request a review and right to appeal that review.

1 Workload Planning & Monitoring Procedures

1.1 Training in the use of the workload planning tool shall be made available to all Line Managers and TEU representatives on an annual basis, in time to allow compliance with the completion dates specified below.

Each Line Manager (or their nominated representative) shall complete a draft of the prescribed workload planning tool for the following academic year for Academic Staff Members within their programme area. Draft plans will be available in sufficient time to allow Line Managers to meet with Academic Staff Members in order to consult, amend as appropriate and agree individual plans prior to the commencement of the following academic year. This consultation may also involve programme area teams where appropriate. Where an Academic Staff Member commences employment part way through the year the workload planning tool shall, wherever possible, be completed by the Line Manager in consultation with the Academic Staff Member prior to the commencement of teaching duties.

The Workload Plan shall be agreed by the individual Academic Staff Member and their Line Manager, wherever possible by the commencement of the academic year OR in the case of Academic Staff Members whose employment commences part way through the year, prior to undertaking teaching duties.

The Workload plan shall form part of the Performance Management System and coincide with

the development of the Programme and overall Northland Polytechnic Business Plans for the ensuing year.

Workload planning shall include approved TTH, Attendant Duties, Relevant Workload Factors, approved leave and approved Professional Development.
Notwithstanding the above, some adjustment may be required during the academic year to take account of factors such as enrolments, sick and other approved leave, unforeseen circumstances and changing organisational priorities.

1.2 When the work plan has been negotiated, and in the event of planned total workload (approved TTH, Attendant Duties & Relevant Workload Factors) exceeding the available duty hours, a review shall be undertaken by the Line Manager at the request of and in consultation with the ASM, in order to reduce total workload accordingly. This review is to be undertaken in the following order, until total planned workload can be accommodated within the available duty hours:

1.2.1 Relevant Workload Factors
1.2.2 Attendant Duties
1.2.3 Approved TTH

1.3 Academic Staff Members shall be consulted prior to any adjustment to the work plan, to the extent appropriate in the particular circumstances.

1.4 The Line Manager, in conjunction with the Academic Staff Member, shall maintain the workload planning tool, to accurately reflect agreed changes throughout the academic year.

1.5 Workloads shall be monitored and maintained by means of regular Academic Staff Member / Line Manager contact as part of the Performance Management System as well as through the Workload Planning tool.

1.6 The Human Resources function will undertake random sampling of Workload Plans in order to both ensure compliance with the requirement to accurately maintain them throughout the academic year and to identify training needs in this respect.

2 Workload Framework

2.1 This framework is intended to be used between the Line Manager and Academic Staff Member when discussing and negotiating equitable, reasonable and safe annual total workload.

2.2 For Academic Staff Members on an induction period reference should be made to Part B 1.1.1

2.3 While workload expectations shall take into account all aspects of workload during the establishment process, an agreed workload conversely carries the requirement that all associated activity for that workload shall be carried out / undertaken.

3 Workload Review

3.1 Any issues arising from an Academic Staff Member's work planning and workload shall, in the first instance, be dealt with between the Academic Staff Member and their immediate Line Manager with a view to resolving the concerns. This shall include reviewing the recent history, current work planning and work load against this policy, procedures and guidelines and relevant Employment Agreement (where applicable). Advice and support may be requested from the Human Resources Department, the Academic Member of Staff's Union or other colleagues. Where possible, resolutions of the issues shall be reached in consultation with the Academic Staff Member.

3.2 The Academic Staff Member may be required to record their work activities for a period of time (i.e. 1-2 weeks) to assist with the resolution process.

3.3 Workload issues shall be managed in a timely manner as agreed with the Academic Staff Member and others involved.

3.4 Where work related stress is diagnosed by a Medical Practitioner appropriate support and processes shall be initiated by the line manager, with advice from Human Resources and the Health & Safety Adviser. The Academic Staff Member may also self-refer to appropriate services.

4 Appeals

4.1 If a work planning and/or workload issue remains unresolved after the above review process has been undertaken a written appeal may be made to the appropriate Director.

4.2 That Director shall hear the issues and actions taken to date before considering the workload provisions in this collective agreement, other workloads within the Polytechnic and any other relevant factors. Advice and support may be requested from the Human Resources Department, the Academic Staff Member's Union and/or other colleagues. The Director shall review the work planning and workload and consider all or any of the following aspects:

4.2.1 Workload expectations are consistent with this collective agreement and any associated policy.
4.2.2 Workload allocation given for agreed significant workload factors in relation to the Workload Framework.
4.2.3 Comparison of workload to that of other Tutors within the Faculty.
4.2.4 Resource allocation made to the Programme Area.
4.2.5 Any other relevant factors

4.3 The Director may liaise with other people, including a subcommittee of the Agreement Monitoring Committee as required, to gather any additional information and opinion deemed necessary prior to responding to the Academic Staff Member with their findings and decision.

4.4 The Director's decision in this respect is final. However an academic staff member retains their right to seek recourse to the decision as per the procedures outlined in Schedule E: Procedures for Resolution of Employment Relationship Problems

4.5 Workloads shall be managed in a timely manner as agreed with the Academic Staff Member and others involved.

5 Stress Management

5.1 All employment contains elements which cause stress. The institute acknowledges that at times levels of work-related stress can increase to undesirable levels. This is affected both by the size and nature of the tasks an Academic Staff Member is allocated and the way they choose to do them. Therefore both the employer and the individual have a responsibility to adopt strategies to minimise stress. The institute aims to do this at three levels:

5.2 Primary Prevention: preventing problems from happening

5.2.1 Consider the amount of work and way that work is organised.
5.2.2 Promote health and fitness.
5.2.3 The work planning model contained herein shall contribute to prevention of stress. Stress management training shall be made available to Academic Staff Members as an ongoing generic training activity. Ongoing strategies to promote health and fitness shall be explored and implemented.

5.3 Secondary Prevention: preventing problems from getting worse

5.4 The process of regular review in this policy should provide an opportunity for identification of problems. Managers and Academic Staff Members need to provide early warning of problems to their manager for the best chance of resolution.

5.5 Tertiary Prevention

5.5.1 Access to support services for Academic Staff Members experiencing acute work related stress may be arranged through Human Resources.

6 Planning Tool Overview

6.1 The electronic Academic Workload Planner is a tool designed to assist with the planning, measuring and reporting of 'Total Workload'. The system is designed to automate a number of calculations in order to minimise the amount of manual input by ASMs and provide a summary of planned activity for the academic year. This summary will support discussions between Programme Leaders and ASMs in agreeing overall workloads.

6.2 For the purposes of work planning and determining workload the following information and calculation shall be used:

6.2.1 ASM's individual employment details (terms and conditions and details of appointment), and proposed teaching plan ASM's duties split into:

Category 'A' Teaching and Coordination duties
Category 'B' Activities directly related to teaching
Category 'C' All other activity not included in 'A' & 'B'

6.2.2 A summary section will summarise the surplus or shortfall of hours based on the values input versus the net duty hours available.

6.3 The agreed version of the electronic workload planner template will be provided to, and held by, the NorthTec TEU Branch President. The electronic Academic Workload Planners will be stored, and current copies maintained, in an appropriate place which is accessible to all academic staff members (ASMs). The agreed version cannot be changed without prior agreement between the parties.

Employment details and proposed teaching plan information

Field	**Considerations/ Guidelines**
Name	ASM's Name
Position	Either ASM, SASM or PASM
Date of plan	Date the plan was last amended by agreement.
Induction period	Yes or No field if the ASM is on an induction period
Employment details	For each employment agreement the contracted duty hours and number of weeks, allowing for the calculation of annual duty hours (duty hours per week times number of weeks).
Qualification	If the paper/course/module contributes to a qualification, the names of each qualification the ASM teaches on.
Paper/Course/Module	The names of each Paper/Course/Module the ASM teaches on.
Location	The names of each location the ASM will teach each Paper/Course/Module.
Semester	The semester for each Paper/Course/Module.

Planned TTH	The Planned TTH should be completed to reflect current work practice, as far as can be established, and when determining appropriate planned TTH. Variances to the pre-populated Programme Approval Document prescribed hours can be considered.
Planned Clinical TTH	The Planned Clinical TTH should be completed to reflect current work practice, as far as can be established, and when determining appropriate planned clinical TTH. Variances to the pre-populated Programme Approval Document prescribed hours can be considered
PAD TTH	The Programme Approval Document TTH for the delivery of the Paper/Course/Module the ASM teachers on.
PAD Clinical TTH	The Programme Approval Document Clinical TTH for the delivery of the Paper/Course/Module the ASM teachers on.
Level	If the paper/course/module has an NZQA level then the NZQA level for each paper/course/module the ASM teaches on.
Credits	If the paper/course/module has credits, the number of credits for each Paper/Course/Module the ASM teaches on
Annual Leave	The annual leave entitlement of the ASM over the duration of the plan
Statutory and institute holidays	The ASM's entitlement to Statutory and institute holidays over the duration of the plan
Professional Development Time	The agreed professional development time over the duration of the plan.
Other agreed leave	Other agreed leave (which you may not be aware of at the planning stage) should generally be entered at the time the absence occurs, unless this has been agreed in advance. Other agreed leave includes sick leave (which should be entered retrospectively), special leave, bereavement leave, maternity leave etc.
Comments	The plan shall include a comments text box.

Category A Duties

Student Numbers	The number of students for each Paper/Course/Module the ASM teaches on.
Approved Tutorials	The number of hours for 'Approved Tutorials' is that agreed between the Line Manager and the ASM. Reference should be made to the appropriate Director in case of need. Consideration should be given to what tutorial hours are required to effectively teach the paper / qualification and what is desirable.
Approved Management/ Coordination	This is likely to only apply to Programme Leaders who also undertake teaching duties (and complete a workload plan)

Category B Duties

Category B Workload Item	**Considerations/ Guidelines**
Assessments / marking undertaken outside of 'Contact / TTH' Time	– Exclude assessments undertaken within class time – Consider / estimate likely student numbers. – Guideline of between 10 & 45 minutes per assessment per student dependant on the complexity level of assignment / level of course being delivered.

Teaching delivery preparation (inc routine review, update & development of course content & material)	– A significant factor to consider here is the familiarity of the Tutor with the material being delivered, the experience of the teacher and the time taken to undertake selected reading, preparation of course materials and re/development of assessments / marking schedules etc. – Repeat delivery guideline - between 15 (certificate) & 45 minutes (degree) per 1 hour delivery – 1st time delivery guideline - up to 1.5 hours preparation per 1 hour delivery – For level 1-3 courses of study also consider the time needed to administer numeracy and literacy testing – a guideline time allowance is 15 minutes per student.
Monitoring student placements	– Generally only applicable to those Tutors supporting the Modern Apprenticeship programmes – guidelines time allocation of 10 hours per student
Non tutorial student support	– Exclude approved tutorials – Consider forecasted student volumes / previous experience. Guideline of up to 30 minutes per student per annum
Additional travel – teaching in remote locations	– Exclude travel time to the 'normal' place of work – Consider what additional travel in work time that will be required
Student recruitment	– This will depend on the level of involvement a Tutor has with marketing and interviewing / enrolling students.
Review, update & develop course content & material (non routine)	– Do not include routine updates and revisions (which should be included in teaching delivery preparation time (above). – Typically relevant to new course development / substantial re-writes

Category C Duties

Category C Workload Item	**Considerations / Guidelines**
Academic Board responsibilities	Relevant to ASMs who are members of Academic Board only (including sub-committees). Guideline of up to 2 hours per meeting.
Approved Coordination	Consider the specific demands of the role and the level of involvement in formal coordination. This does not apply to individuals coordinating courses/papers that only they are teaching.
Approved TEU responsibilities (Branch Executive)	TEU members only Enter number of contractually approved Duty Hours (available from HR)
Bicultural practices	E.g. Pōwhiri & Noho Marae Specific guidance notes are contained within Schedule D and the Academic Workload Policy with regard to Noho Marae. Guideline of up to 5 hours per annum For Māori staff this may be greater as they are asked to support departments or other staff in bicultural practices.

General Administration	Include Portal usage, inputting into A+, maintaining awareness of institutional policy, administrative duties related to self-assessment procedures and general information, general institute meetings not captured elsewhere. Guideline of 100 hours per annum (FTE)
Health & Safety responsibilities	Primarily relates to those staff with H&S, Fire Warden or Anti-Harassment Contact / Mediator roles. Include time for training, meetings & resulting actions
Internal and external consultancy	Providing specialist subject matter support and guidance to other areas of the NorthTec organisation. Consider known / likely request and agree appropriate time allocation on a case-by-case basis
Maintain currency within the industry and/or discipline	Exclude activity to be undertaken as part of Professional Development Include Teaching / technology skills, sector awareness, departmental workshops, reflection on practices & professional supervision Guideline of 20 hours per annum (FTE)
Meetings (including all staff meetings and staff conference)	Guideline of 30 hours per annum (FTE) Adjust as necessary
Mentoring	Consider level of formal support provided to less experienced colleagues Guideline of 20-40 hours per annum per new inductee mentored
Moderation (internal)	– Guideline of between 3 & 6 hours per course which includes the preparation of material for external moderation and internal moderation.
Moderation (External)	– Consider the specific demands of the role and the level of involvement in external moderation – guideline of up to 16 hours per annum
Performance Management	– Guideline of 6 hours per annum in order to prepare for / meet with Line Manager to agree / review performance objectives and workload plan
Special Projects	– Free format line for any planned activity not covered elsewhere in the planner. Such special projects include SAEER not covered in Category B: Teaching delivery preparation (inc routine review, update & development of course content & material) and marketing not covered in Category B: Student recruitment
Approved Research	– Enter the number of hours agreed by the Research Committee

NorthTec Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as NorthTec.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	*Heading*
Section 1	Hours of Work
Section 2	Leave Entitlements
Section 3	Allowances and Expenses
Section 4	Organisational Change

Section 1 - Hours Of Work

1.1 Overtime

1.1.1 Overtime provisions are set out in Part C, Section 4.

1.2 Overtime rates

1.2.1 Overtime worked will apply to hours worked over 37.5 or 40 hours per week (whichever is agreed as the kaimahi ordinary weekly hours). Overtime worked will, with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at time and a half (T1½).

Section 2 - Leave Entitlements

2.1 Long Service Leave

2.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 15 years' continuous service: 2 weeks
b) After 20 years' continuous service: 2 weeks
c) After 25 years' continuous service: 1 week

2.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

2.2 Professional Development payment

2.2.1 Kaimahi shall be granted up to 10 days of professional development leave and $500 per annum towards professional development costs, subject to a negotiated and agreed annual professional development plan.

2.2.2 Both the amount of leave and financial support available will be pro-rated for proportional appointments.

2.2.3 Any professional development time not taken during the year it is available shall be forfeit unless prior approval to accumulate this is granted.

Section 3 - Allowances And Expenses

3.1 Travelling Allowance

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

a) approved actual and reasonable accommodation costs, or an allowance of $38.94 from the date of ratification 2024 and $40.50 from 1 January 2025, and actual and reasonable travel costs, and

b) actual and reasonable meal costs up to $77.85 from the date of ratification 2024 and $80.97 from 1 January 2025 for each completed 24-hour period, and

c) an incidental allowance of $9.79 from the date of ratification 2024 and $10.18 from 1 January 2025 effective for each 24 hour period or part thereof;

d) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense. Where appropriate the employee will provide proof of payment.

3.2 Meal Allowances

3.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $16.33 from the date of ratification 2024 and $16.98 from 1 January 2025.

Section 4 - Organisational Change

See Part A, Section 12 for further clauses about termination of employment. This varies Part A, s12.10.5

4.1 Redundancy payment

4.1.1 The Employer will aim to minimise the use of redundancy.

a) Where the other options are inappropriate to discharge surplus staffing, the option of severance will be made available. Employees who are offered a position within the Institute which does not require a change in residential location, and who decline appointment will not have access to severance.

b) The Employer shall give no less than two months' notification to the employee in the event of any impending redundancy affecting the employee covered by this contract. During the time of notification, the Employer shall enter into discussion with the employee with a view to reaching a mutually agreeable redundancy settlement.

c) Payment will be made in accordance with the following:

I. *weeks' salary for the first year of service an*

II. *weeks' salary for each subsequent year of service,*

III. *up to a maximum of 26 weeks' pay.*

d) Outstanding annual leave shall be cashed up separately.

TOPNZ Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as The Open Polytechnic of New Zealand (TOPNZ) and were covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Interpretation and General Definitions
Section 2	Remuneration
Section 3	Allowances, Expenses and Grants
Section 4	Hours of Work
Section 5	Training and Professional Development
Section 6	Appointments
Section 7	Leave
Section 8	Protection and Safety Provisions
Section 9	Restructuring and Redundancy Provisions
First Schedule	Academic Staff Rates of Pay – Annual Salaries
Second Schedule	Allowances

Section 1 - Interpretation and General Definitions

1.1 Definitions

1.1.1 "Academic assistant"
means a person employed to assist the learning process under the supervision and direction of an academic staff member. The actual work performed by academic assistants will be those tasks the academic staff member deems appropriate to delegate, provided that the day –to-day learning and teaching programmes, the assessment of students, learning outcomes, and any development of course and curriculum content, remain the responsibility of the academic staff member.

1.1.2 "Polytechnic"
means The Open Polytechnic of New Zealand.

1.1.3 "Service"
means current continuous service with the Polytechnic unless specifically provided otherwise within this Agreement.

1.1.4 "TEU"
means the Tertiary Education Union.

1.1.5 "Union"

means the Tertiary Education Union ("TEU").

Section 2 - Remuneration

2.1 Salary Rates

2.11 Academic staff members and academic assistants covered by this Agreement shall be paid the rates set out in the First Schedule of this Agreement for the duties in which they are engaged.

2.2 Starting Salaries

2.2.1 The employer shall develop and make available a policy in respect of the determination of starting salaries for employees covered by this Agreement. The local branch of the Union shall be invited to participate in the development of this policy.

2.3 Part-Time Academic Staff Members

2.3.1 Part-time academic staff members shall be paid pro-rata the appropriate rate of salary.

2.4 Increments

2.4.1 Subject to clauses 2.5, 2.6, and2.7 of this Section, an employee appointed on the Academic Assistants' grade or steps 1 to 3 of the ASM1 grade, shall on completion of each year of service be paid salary for the next higher step of that grade until the maximum of the Academic Assistants' grade is reached, or step 4 on ASM1 is reached.

2.4.2 Subject to clause 2.6.1 and the proviso at the end of clause 2.7.2(a) an employee placed below the midpoint on the ASM2 range of rates at the time of their first employment at the Polytechnic on or after 3 July 2006 shall be entitled to a salary movement of $1,000.00 upon completion of their first year of employment and a further payment of $1,000.00 upon completion of their second year of service (hereinafter referred to as "ASM2 Service Payment(s)") **PROVIDED THAT** neither of the two (2) ASM2 Service Payments take the employee above the midpoint of the ASM2 grade applying at the anniversary date of their employment. If either of the two [2] ASM2 Service Payment[s] would take the employee above the midpoint of ASM2 then the ASM2 Service Payment will be reduced below $1000.00 to take the employee to the midpoint of ASM2 only.

2.4.3 Except as specifically provided in clause2.4.2, incremental progression shall not apply above step 4 on ASM1 or within the ASM2 and ASM3 grades.

2.5 Double Increments

2.5.1 A double increment may be approved by the employer in recognition of the need to provide for:

a) recognition of meritorious performance;
b) equitable salary relativities within the Polytechnic;
c) retention.

2.5.2 The new increment date is from the effective date of the double increment.

2.6 Withholding of Increments

2.6.1 An employer may decline to pay:

a) An increment in salary to any employee on the Academic Assistants' or steps 1 to 3 on ASM1

grades; or

b) An ASM2 Service Payment to an employee under clause 2.4.2; whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the employee concerned of the decision and the reasons for it.

2.7 Operation of Range of Rates

For all employees on steps 4 or above on ASM1, or on ASM2 or on ASM3, the following criteria for placement and movement within the ranges will apply.

2.7.1 Placement in Ranges

a) Employees may, upon appointment, be placed at any point within the appropriate upper and lower salary limits in the range applicable to the position. Factors to be taken into consideration by the employer in deciding the actual rate payable are:

I. previous work or other relevant experience;
II. relevant educational or other qualifications;
III. the ease or difficulty in recruiting the specific skills and/or experience required for the position.

2.7.2 Movement in Ranges

a) Subject to clause 2.7.2(b) to (d), the employer shall apply the factors specified below to decide from time to time (no less than once per annum), within the upper and lower salary limits of the appropriate grade applying to any position, the actual salary that, subject to any other conditions of employment, is to be paid to the holder of a position:

I. current competence;
II. effectiveness as an educator;
III. achievements as measured against the goals of the position described in the job description/current statement of accountability or as otherwise specified in writing;
IV. contributions to achievement of the stated aims of the work unit including the specific requirements of the job description (not already recognised by way of a special responsibility allowance);
V. the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

Provided however that an employee eligible to receive an ASM2 Service Payment under clause 2.4.2 of this Agreement shall not be entitled to a range of rates movement in their ASM2 grade under clause2.7.2 in the same year.

b) Such criteria, where appropriate, to be supported by an assessment procedure developed in consultation with the local branch of the Union.

c) Progression within ASM3 will be based on achieving sustained higher performance standards in teaching, research and scholarship outputs, publications, and other contributions to the work of the Polytechnic and the wider scholarly, professional and cultural communities and other academic leadership activities.

d) Where further to the salary review described in clauses 2.7.2(a) to (c) above, the employer decides to increase the salary payable to any individual employee, that increase shall be no less than seven hundred and fifty dollars ($750.00) per annum unless such an increase would take the employee above the upper limit of their salary grade. If the increase would take the employee above the upper limit of their salary band then the increase will be reduced to the sum necessary to take the employee to the upper limit of their salary grade only.

2.73 Progression between Grades

a) The employer may, at their discretion from time to time, establish any number of ASM1, ASM2, and ASM3 positions to be filled by appointment and/or promotion.

b) Appointments and/or promotions are by personal application. The procedures and criteria for promotion to ASM1, ASM2, and ASM3 shall be as provided for in the employer's policy on academic promotions and progressions in place from time to time.

Section 3 - Allowances, Expenses and Grants

3.1 Allowances

3.1.1 Employees shall be paid allowances on the terms, conditions and rates set out in the Second Schedule.

Section 4 - Hours of Work

4.1 Weekly Duty Hours

4.1.1 The employees' hours of work shall be thirty-seven and a half (37.5) hours per week**.**

4.1.2 Subject to clauses 4.1.3, 4.1.4 and 4.1.5 below, an employee may be required to undertake duty between the hours of 7.30am and 9.30pm, Monday to Friday inclusive.

4.1.3 An employee may not be required to undertake duty for more than a total of eight (8) hours a week after 5.00pm or on more than two (2) nights each week;

4.1.4 An employee may consent to undertake duties after 5.00pm in excess of those prescribed in clause 4.1.3 above.

4.1.5 An employee may consent to undertake duties at weekends between the hours of 7:30 a.m. and 9:30 p.m. Such consent will not be unreasonably withheld by the employee when weekend work is reasonably required of the employee by the employer to meet the needs of an Open Polytechnic programme or course including but not confined to marae visits, block courses, workshops or seminars.

4.1.6 An employee shall not undertake duty on more than five (5) consecutive days.

4.1.7 Where an employee completes the maximum weekly duty hours in less than five (5) days the remaining days shall be regarded as duty days even though no duty shall be required on them.

4.2 Daily Duty Hours

4.2.1 Subject to clauses 4.2.2 and 4.2.3 of this clause, except for field trips or approved off-campus teaching duties, an employee shall be on duty for no more than nine (9) hours in any one day.

4.2.2 An employee shall take a meal break of not less than thirty (30) minutes and not more than one hour after each period of five (5) hours of continuous duty.

4.2.3 An employee shall not undertake duty within eleven (11) hours of completing duty on the previous day.

4.3 Conditions Governing Variation of Hours of Work

4.3.1 Notwithstanding clauses 4.1 and 4.2, an employee may consent to work outside the weekly duty hours, clock hours, and daily duty hours provided for in clauses 4.1 and 4.2 where they are engaged in special projects or overseas travel **PROVIDED THAT** the employee shall be entitled to an agreed compensatory period of time off in lieu.

4.4 Travelling Time to Count Towards Duty Hours

4.4.1 Hours spent travelling from a site on campus to either a site off campus or on another campus or where overnight accommodation is required, may be counted as directed duty hours to a maximum of ten (10) duty hours in any day.

4.5 Workload Review Committee

4.5.1 Workload Review Committee shall be established to deal with complaints of excessive workload.

4.5.2 The Workload Review Committee shall consist of four (4) people being a nominee of the CEO, a nominee of the Executive Director, Learning Delivery, a nominee of TEU and a nominee of the employee concerned.

4.5.3 The Workload Review Committee shall:

a) set its own procedure;
b) be required to take into account appropriate contractual provisions in its deliberations;
c) endeavour to resolve the dispute by discussion with the parties but, failing that, to investigate the complaint (after giving both sides an opportunity to be heard) and then make recommendations to the Executive Director, Learning Delivery.

4.5.4 Recommendations shall be in writing and copies shall be provided to both parties who shall have an opportunity to comment. The Executive Director, Learning Delivery shall receive the written recommendations and any comments made by the parties before making their decision.

Section 5 - Training and Professional Development

5.1 Research and Development Time

5.1.1 Subject to clause 5.1.9 permanent full-time academic staff members shall be allocated twenty (20) duty days and permanent part-time academic staff members shall be allocated the same proportion of twenty (20) duty days as the proportion they were appointed at of a full-time position, for approved research and development activities in each full year for which they are employed, subject to:

a) the submission by the employee of a proposed programme of research and development activities that accounts for this time or its equivalent;
b) the approval of the employer for such programmes, but such approval shall not be unreasonably withheld;
c) reasonable notice being given of proposed activities, and the timing of the programme being made with due regard to the Polytechnic's operational requirements.

5.1.2 Provided that in the developing of a programme of research and development activities the employee shall be required to consider:

a) their own development needs;
b) their research aspirations; and

c) the Polytechnic's needs as advised by the employer.

5.1.3 Additional research and development time may be made available to employees at the employer's discretion.

5.1.4 If, in the opinion of the employer, a proposed programme of research and development activities is inappropriate, or if a proposal is not submitted, the employee may be required to undertake such duty as the employer directs for all or any part of duty days allocated to the employee for approved research and development activities.

5.1.5 The employer may allocate a grant in aid towards expenses.

5.1.6 Fixed term academic staff members shall be allocated five (5) duty days for approved research and development activities in each full year for which they are employed.

5.1.7 Research and professional development days may be accumulated according to any conditions which may be agreed between the employer and the employee.

5.1.8 Days in an approved programme of research and development shall be included in the employee's annual job plan and shall not be used for other purposes except with the agreement of the employee.

5.1.9 An employee receiving an entitlement to sabbatical leave under clause 5.2 shall have their entitlement to research and development time under clause 5.1.1 reduced by fifteen (15) days.

5.2 Sabbatical Leave

5.2.1 Subject to clause 5.1.9, employees will be entitled to take three (3) weeks' sabbatical leave on the completion of every three (3) years qualifying service since 1 February 1995 **PROVIDED THAT** for an employee appointed on or before 30 September 1994 the said qualifying service for sabbatical leave shall commence from 1 February 1997. Any year in which an entitlement to sabbatical leave is taken shall be deemed to constitute part of the qualifying service for the next entitlement of sabbatical leave.

5.2.2 The plain and ordinary meaning of "Sabbatical Leave" is leave granted to a teacher for the purpose of rest, study and travel.

5.2.3 In the context of The Open Polytechnic of New Zealand Academic Staff Collective Agreement, academic staff must use their sabbatical leave for the purpose of maintaining and enhancing their competence both in their teaching area and as educators.

5.2.4 The employee must agree on the timing of the sabbatical leave with the Manager, Learning Delivery having regard to the operational requirements of the Polytechnic before it is taken.

5.2.5 Sabbatical leave shall be taken in the year the academic staff member becomes eligible for it. With the agreement of the Manager, Learning Delivery, it can be taken in the next academic year.

5.2.6 The taking of sabbatical leave shall be discussed with the employee's manager when the annual job plan is negotiated.

5.2.7 The employee shall share the detail of their intentions regarding the use of sabbatical leave with the Manager, Learning Delivery to avoid any dispute as to whether the sabbatical leave has been taken in accordance with clause 5.2.2 and 5.2.3.

5.2.8 Employees returning from sabbatical leave shall prepare a brief report to the Manager, Learning Delivery outlining how they have used their sabbatical leave to confirm it has been used for its contractual purpose and to enable the employer to confirm they are meeting their responsibility under clause 6.1 *"to ensure that academic staff under (their) control receive timely and appropriate training and opportunities for professional development."*

Section 6 - Appointments

6.1 Transfers

6.1.1 The employer may transfer an employee from one position within its employment to another with the agreement of the employee PROVIDING:

a) it does not result in a decrease in the employee's salary;
b) a surplus staffing situation does not exist ; and
c) the position to which the employee is transferred is covered by this Agreement.

Section 7 - Leave

7.1 Organisation Holiday

7.1.1 In addition to the above public holidays, the employee will also be entitled to two days' paid organisation holidays, being Easter Tuesday, and the day after Boxing Day, provided the holidays fall on days that would otherwise be working days for the employee. **Provided However**, if the day after Boxing Day falls on a day that would not be a working day for the employee, the organisation holiday must be treated as falling on the next available working day.

7.1.2 An employee may agree to work on the day after Boxing Day and/or Easter Tuesday and have an equivalent holiday on a later day at a date mutually agreeable to the employee and employer.

Section 8 - Protection and Safety Provisions

8.1 Visual Display Units

8.1.1 Eye Health Benefit

a) After a qualifying period of six (6) months of employment, any employee shall be entitled once in each twenty-four (24) month period of their employment to an eye test by a registered optometrist at the Employer's expense.
b) If that discloses that optical glasses/contact lenses are required then the cost of optical glasses/lenses will be met by the Employer subject to a maximum of Three Hundred Dollars ($300.00) for lenses and frames.

Section 9 - Restructuring and Redundancy Provisions

9.1 Severance

9.1.1 Payment will be made in accordance with the following:

a) 16% of salary for the preceding twelve (12) months subject to finishing on an agreed date. This payment is made regardless of length of service;
b) 12% of salary for the preceding twelve (12) months, or part thereof for employees with less than

12 months' service; and

c) 4% of salary for the preceding twelve (12) months multiplied by the number of years of service minus one, up to a maximum of nineteen (19); and

d) where the period of total aggregated service is less than twenty (20) years, 0.333% of salary for the preceding twelve (12) months multiplied by the number of completed months in addition to completed years of service.

e) Where the employer and employee have agreed that the employee may work additional paid hours on a limited term basis (not exceeding 9 months), then the salary on which the severance payment will be calculated for the purposes of 9.1.1 a) to d) shall be the salary the employee was actually receiving immediately prior to agreeing to working additional paid hours on a limited term basis) of the Agreement.

f) Where the employer and employee have agreed that the employee may work reduced hours on a limited term basis (not exceeding 9 months) then the salary on which the severance payment will be calculated for the purposes of 9.1.1 a) to d) shall be the salary the employee was actually receiving prior to agreeing to a reduction of hours on a limited term basis."

First Schedule

Academic Staff Rates of Pay – Annual Salaries

Effective from the below dates the following increases will apply to all salary scales:

		Effective from 01 Jan 2023	Effective from 01 Jan 2024	Effective from 01 Jan 2025
		4%/5%	4%	4%
ASM3	Maximum	$ 109,283	$ 113,654	$ 118,200
	Midpoint	$ 97,468	$ 101,367	$ 105,422
	Minimum	$ 85,653	$ 89,079	$ 92,642
ASM2	Maximum	$ 92,467	$ 96,166	$ 100,013
	Midpoint	$ 83,068	$ 86,391	$ 89,847
	Minimum	$ 74,378	$ 77,353	$ 80,447
ASM1	Maximum	$ 78,587	$ 81,730	$ 84,999
	Midpoint	$ 74,135	$ 77,100	$ 80,184
	Step 4	$ 69,679	$ 72,466	$ 75,365
(Steps 1-3 Service Related Increments)	Step 3	$ 67,898	$ 70,614	$ 73,439
	Step 2	$ 66,114	$ 68,759	$ 71,509
	Step 1	$ 64,335	$ 66,908	$ 69,584
Academic Assistants (Service Related Increments)		$ 51,502	$ 53,562	$ 55,704
		$ 49,815	$ 51,808	$ 53,880
		$ 48,125	$ 50,050	$ 52,052
		$ 46,436	$ 48,293	$ 50,225
		$ 44,750	$ 46,540	$ 48,402

Second Schedule

Travelling Allowance

a) All actual and reasonable costs of accommodation (including private accommodation), meals and incidentals will be paid when an employee is required by the employer to travel on official business.

b) Employees who elect to stay privately may elect to be paid an accommodation allowance (not including meals and incidentals) for each twenty-four (24) hour period at the rate of **$55.02 from the date of ratification 2024 and $57.22 from 1 January 2025**.

c) Employees who are absent for more than 24 hours may also claim without production of receipts a daily incidental allowance of **$12.90 from the date of ratification 2024 and $13.42 from 1 January 2025** for each twenty-four (24) hour period and for any additional part of less than twenty-four (24) hours spent travelling.

Meal Allowance

Where an employee's hours of duty span two (2) meal breaks, the employee shall be paid one (1) meal allowance of **$21.74 from the date of ratification in 2024 and $22.61 from 1 January 2025.** The standard meal breaks shall be breakfast, lunch and dinner.

TOPNZ Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Open Polytechnic.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Re-Entry After Absence due to Childcare
Section 2	Overtime Rates
Section 3	Leave Provisions
Section 4	Allowances
Section 5	Eye Health benefit
Section 6	Redundancy Compensation

Section 1 - Re-Entry After Absence Due to Childcare

1.1 Re-Entry Due to Childcare

1.1.1 Kaimahi who had resigned from the Polytechnic to care for pre-school children may apply to re-enter the Polytechnic under preferential provisions provided that:

a) The absence does not exceed four years from the date of resignation or five years from the date of cessation of duties to take up parental leave.

b) The applicant must:

I. produce a birth certificate for the pre-school child;

II. sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week.

c) An applicant seeking to return to the Polytechnic should give at least three months' notice and renew that notice at least one month before the date he/she wishes to return to work or one month before the expiry of the period in (a) whichever is the earlier.

1.1.2 Where the applicant meets all the provisions of clause 1.1 above and at the time of application:

a) Has the necessary skills to fill competently, a vacancy which is available in the Polytechnic; and

b) The position is substantially the same in character and at the same or lower salary and grading as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.

1.1.3 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.

If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 1.1.1 (a) the benefits of these provisions will lapse.

Section 2 - Overtime Rates

2.1 Overtime

Overtime provisions are set out in Part C, Section 4.

2.1.1 Overtime worked will apply to hours worked over 37.5 or 40 hours per week (whichever is agreed as the kaimahi ordinary weekly hours). Overtime worked will, with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, Overtime shall be paid at time and a half (T1½). Double time (T2) shall be paid for all overtime worked as follows:

a) between 9.00pm and 7.00am;
b) between 9.00pm Saturday and 7.00am on Monday;

Section 3 - Leave Provisions

3.1 Sick Leave

3.1.1 The overall CEA sick leave provisions are contained in Part A, 8.4, however below are the provisions applicable to Open Polytechnic Allied kaimahi.

a) If kaimahi are required to provide proof of illness or injury and fails (without reasonable excuse) to do so, the employer is not required to pay the employee for any sick leave in respect of which the proof is required until kaimahi meet that requirement.
b) The employer may require proof of sickness if the sickness or injury that gave rise to leave is within five (5) consecutive calendar days if the employer:
   I. informs the employee as early as possible that the proof is required; and
   II. agrees to meet the employee's reasonable expenses in obtaining the proof.
   III. Kaimahi unable to attend work are required to advise the employer of their absence prior to their start time. In some situations – e.g. hospitalisation as a result of an accident – it is accepted this may be impracticable.

Section 4 - Allowances

4.1 Travelling Allowance

4.1.1 All actual and reasonable costs of accommodation (including private accommodation), meals and incidentals will be paid when an employee is required by the employer to travel on official business.

4.1.2 Employees who elect to stay privately may elect to be paid an accommodation allowance (not including meals and incidentals) for each twenty-four (24) hour period at the rate of $55.02 from date of ratification 2024 and $57.22 from 1 January 2025.

4.1.3 Employees who are absent for more than 24 hours may also claim without production of receipts a daily incidental allowance of $12.90 from date of ratification 2024 and $13.42 from 1 January 2025 for each twenty-four (24) hour period and for any additional part of less than twenty-four (24) hours spent travelling.

4.2 Meal Allowance

4.2.1 Where an employee's hours of duty span two (2) meal breaks, the employee shall be paid one (1) meal allowance of $21.74 from date of ratification 2024 and $22.61 from 1 January 2025. The standard meal breaks shall be breakfast, lunch and dinner.

Section 5 - Eye Health Benefit

5.1 Eye Tests Criteria and Entitlement

5.1.1 After a qualifying period of six (6) months of employment, any employee (excluding casual employees) shall be entitled once in each twenty-four month period of their employment to an eye test by a registered optometrist at the employer's expense.

5.1.2 If that discloses that optical glasses/contact lenses are required then the cost of optical glasses/lenses will be met by the employer subject to a maximum of three hundred dollars ($300.00) for lenses and frames, inclusive of GST.

Section 6 - Redundancy Compensation

6.1 See Part A, Section 12 for further organisational change provisions. This varies Part A, s12.10.5

6.1.1 Following agreement that the option of redundancy is to be made available the formula for redundancy for permanent kaimahi is as follows:

a) Up to two (2) years' service: Eight (8) weeks' salary.
b) For all additional service: One (1) week's salary for each half year of completed service or part thereof.
c) No severance payment shall exceed $35,000 regardless of length of service.
d) Service shall be continuous service with the Polytechnic.
e) Salary is defined as the taxable salary for the preceding 12 months.

Otago Academic Schedule

The provisions within this schedule apply to existing Academic kaimahi whose primary place of work is deemed to be the business division known as the Otago Polytechnic and were covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Appointments
Section 3	Career Progression and Remuneration
Section 4	Workload
Section 5	Leave
Section 6	Training and Professional Development
Section 7	Allowances, Expenses and Grants
Schedule A	Translation
Schedule B	Evidential Requirements and Process for Salary Review and Promotion
Schedule C	Salary Scales
Schedule D	Variation to TEU Collective Agreement Terms and Conditions for Heads of College, Heads of Programme and Directors:
Schedule E	Retirement and Resignation
Schedule F	Meal Allowance, Safety Footwear
Schedule G	Consultation
Schedule H	Policy Reference

Section 1 - Definitions

1.1 "Professor"

1.1.1 means a person appointed to the position of Professor in accordance with the Polytechnic's policy Professorial Appointments.

1.2 "Associate Professor"

1.2.1 means a person appointed to the position of Associate Professor in accordance with the Polytechnic's policy Professorial Appointments.

1.3 "Part-time General"

1.3.1 means a general staff member who usually works less than 37.5 hours per week.

1.4 "Casual Academic"

1.4.1 means an ASM appointed under clause 3.1(d) of this Agreement.

1.5 "Clinical teaching"

1.5.1 means off-campus health science teaching involving patient care.

1.6 "Grade"

1.6.1 means a division of a salary scale in respect of which a particular salary or range of salaries is payable.

1.7 "Employer"

1.7.1 means the Chief Executive of the polytechnic.

1.8 "Polytechnic"

1.8.1 has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/ learning programmes for which the CEO fulfils the role of employer.

1.9 "Research and Teaching Assistant"

1.9.1 The purpose of Research and Teaching Assistants is to support Academic Staff Members in the preparation and delivery of research and teaching materials and activity."

1.10 "Service"

1.10.1 Means continuous service in the employment of any NZ polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP, community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Education Resource Centre.

1.10.2 Plus any other relevant service as may be agreed between the employer and employee at time of appointment.

1.10.3 Continuous Service

a) Continuous service as a teacher or educator in an operation which has since been absorbed into the polytechnic service is counted as continuous service for the purposes of "service".

b) "Continuous service" for the purposes outlined above include all periods of paid leave and would not be broken by, but would not include all periods of:

I. Approved leave without pay;

II. Breaks of not more than three months between employment within the polytechnic service.

1.10.4 Continuous casual service for the polytechnic currently employing the staff member shall be aggregated as fulltime equivalent service on a pro-rata basis.

1.11 "Teaching day"

1.11.1 means any duty day on which teaching is timetabled to occur, or on which distance learning teaching duties are undertaken.

1.12 "Peer Tutor"

1.12.1 means a person employed to support students who require assistance with course work, normally on a 1:1 basis but no more than 1:2, to consolidate learning and develop study skills.

1.13 "Student Research Assistant 1"

1.13.1 means a person employed under the supervision of an ASM to carry out information gathering, literature searches and administrative tasks which are well defined and don't involve high levels of

analytical skill and judgement.

1.14 "Student Research Assistant 2"

1.14.1 means a person employed to gather information and complete administrative tasks which require some analytical skill/judgement but remain under the supervision of an ASM.

1.15 "Technician Lecturer"

1.15.1 Is an employee permanently working as a technician who is also employed to lecture on a proportion basis. Generally, these employees work 37.5 hours per week with occasional peaks in excess of this to cover academic duties

Section 2 - Appointments

2.1 Categories of Appointment

2.1.1 If, at the expiry of a fixed term appointment the genuine reason for the expiry no longer exists, the position has already been advertised and is approved as ongoing position the provisions of clause 2.3.1 shall not apply and the incumbent will be confirmed into a permanent position.

2.2 Tutorial Assistants

2.2.1 Unless otherwise specified, the terms and conditions contained in this Agreement shall apply to tutorial assistants.

2.2.2 No existing staff members shall be displaced by the appointment of a tutorial assistant.

2.3 Resignation/Termination of Employment

2.3.1 The employment of a staff member on a fixed term or part-time basis may be terminated with two weeks' written notice by either party. In the case of a surplus staffing or redundancy situation the employer will give one months' notice to be worked or will pay in lieu of one months' notice a staff member on a fixed term or part-time basis.

Section 3 - Career Progression and Remuneration

3.1 Salary Rates ASM

3.1.1 Staff covered by this Agreement shall be paid the minimum rates set out in Schedule C of this Agreement for the duties for which they are engaged.

a) Starting Salaries - The employer shall apply a policy in respect of the determination of starting salaries for all ASMs covered by the CA. The local branch of TEU shall be invited to participate in any review of this policy.

b) The appropriate ASM grade at time of appointment will be established following an assessment of a new employee's skills and attributes established in accordance with policy developed in (a) above.

c) Where the employer deems it necessary to appoint an ASM at a rate of salary higher than that initially assessed the difference between the actual salary paid and the assessed base salary on the ASM grade shall be met by way of an allowance.

d) This allowance may be abated by any subsequent salary increases (including incremental progression and promotion).

3.1.2 Part-time ASMs' salary shall be paid on a proportional basis which will be arrived at by the following

calculation:

3.1.3 Fulltime salary rate x the predetermined proportion of a fulltime position as specified in the position description and confirmed in the letter of appointment.

3.2 Casual ASM

3.2.1 Casual ASMs shall be paid rates set out in Schedule C of this CA for every hour of work for which they have been employed, plus 8% holiday pay from 01 April 2007 provided that when an hour of work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour, except that,

3.2.2 Clinical lecturers may be paid an agreed amount for each hour without a loading provided they are paid for all teaching hours plus attendant duties which include attendance at meetings, preparation and assessment. The total hours paid may be less than those set out in subclause 3.2.1 if all requirements are specifically set out in the letter of appointment. In either case,

3.2.3 In determining the amount of additional paid work to be credited for each teaching hour, the employer shall maintain an equitable workload which reflects that of fulltime ASMs undertaking the same or similar teaching duties.

3.3 Increments

3.3.1 Academic Staff subject to clauses 3.6, 3.7, of this Section, and provisions in Part A Section 10.2, a staff member regardless of whether fulltime or part-time shall on completion of each year of service on a step of a grade be paid a salary for the next higher step of the staff member grade until the maximum for that grade is reached.

3.3.2 No increment shall be paid until an employee completes an induction period as provided in clause Part B, 1.1.

3.4 Double Increments

3.4.1 A double increment may be approved by the employer in recognition of the need to provide for:
a) recognition of meritorious professional performance;
b) equitable salary relativities within the polytechnic;
c) retention.

3.4.2 The new increment date is from the effective date of the double increment.

3.5 Withholding of Increments

3.5.1 An employer may decline to pay an increment in salary to any staff member whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the staff member concerned of the decision and the reasons for it.

3.5.2 Refer to policy and procedures regarding performance management.

3.6 Progression within the SASM Grade and the PASM Grade

3.6.1 Progression within the SASM grade and the PASM grade beyond the requirements specified in subclause 3.4.1 above shall be upon verification of significant professional practice through an annual review. Significant professional practice shall be verified in accordance with a policy which incorporates the SASM criteria contained in Schedule B.

3.6.2 Policy and procedures for the implementation of subclause 3.7.1 (a) below are as set out in Schedule B.

3.6.3 Where the salary payable to an individual ASM is increased as a result of the review described in subclauses 3.6.1 and 3.6.2 above, that increase shall be no less than $500 per annum.

3.7 Progression between Grades

3.7.1 Progression between grades shall be by regrading:

a) To SASM on verification of the attainment and application of appropriate key skills and attributes as set out in Schedule B. Policies and procedures to establish whether an ASM fulfils the requirements of this subclause are set out in Schedule B.

b) To SASM under the policies and procedures as set out in Schedule B.

3.8 Higher Salaries

3.8.1 Nothing in this Agreement shall preclude the employer from paying salaries in excess of those prescribed in Schedule C and the general staff schedule, on such terms as may be agreed between the employer and employee.

Section 4 - Workload

4.1 Workload Principles

4.1.1 ASM with a Special Responsibilities Allowance

4.1.2 Where an ASM who is in receipt of a special responsibilities allowance as defined in Section 10.4 of Part A of this agreement, has increased workload directly related to the special responsibilities undertaken under that clause, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning shall be reduced by an amount determined by the employer and which is consistent with the ASM's workload being maintained at an equitable and reasonable level.

4.1.3 Where an ASM's associated workload increases as a result of supervising or directing a tutorial assistant the maximum timetabled teaching hours shall be reduced by an amount determined by the employer and which is consistent with the ASM's workload being maintained at a safe, equitable and reasonable level.

4.2 Research and Teaching Assistants

4.2.1 All work carried out by Research and Teaching Assistants is directly supervised by academic staff members.

4.2.2 Research and Teaching Assistants may perform a range of research and teaching activities including

4.2.3 The normal hours of work are 37.5 hours per week, 7.5 hours per day Monday to Friday.

a) literature searches for teaching and research;
b) accessing articles/publications and photocopying;
c) assisting with marking assessments to predetermined marking criteria;
d) facilitating tutorials designed by the responsible academic staff member;
e) otherwise support academic staff members' teaching. Annual limit of formal tutorial and group contact hours 200 unlimited one to one contact hours.

4.3 Technician Lecturer

4.3.1 A technician lecturer is an employee permanently working as a technician who is also employed

to lecture on a part-time basis. Generally these employees work 37.5 hours per week with occasional peaks in excess of this to cover academic duties.

a) Base teaching commitments are to be discussed, timetabled and agreed in writing by all parties at least two weeks before the teaching year begins. The hourly rates for both the technical work and the lecturing work will be averaged and paid as one salary throughout the calendar year. Tax will be applied at the single taxation rate.
b) Teaching workloads will be reviewed quarterly with appropriate adjustments to salary.
c) Technician lecturers will teach for no more than 0.5 of a full time position and will earn discretionary leave, for all hours above 0.2, on a pro rata basis up to a maximum of ten days.
d) Professional development leave of ten days will be available to all technician lecturers.

Section 5 - Leave

5.1 Statutory and Polytechnic Holidays

5.1.1 The following days shall be observed as whole holidays, in addition to annual leave and discretionary leave:

a) For General staff and Non-Teaching ASMs the three days after Boxing Day shall be observed as whole holiday and shall be deemed to be Polytechnic Holidays subject to staff members using their annual leave as per OP Policy. Should that not be the case the additional days may be forfeit for that year.
b) Observance of Anniversary Day. Anniversary Day shall be observed on a Monday closest to the 23 March except where that is Easter Monday in which case it shall be observed on the Thursday prior to Easter.

5.2 Discretionary Leave

5.2.1 Each ASM shall be entitled to four weeks per leave year which shall be used at the ASM's discretion, and shall not be duty with the following exceptions:

a) up to three weeks for ASMs undergoing an induction period as provided in Part B, 1.1 of this CA;
b) Any ASM who is identified by the polytechnic's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards may be required to use ASM discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.

5.2.2 ASM discretionary leave shall be used in blocks of not less than one week, unless the ASM consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic.

5.2.3 Discretionary Leave will not apply to non-teaching academic staff members.

5.2.4 Exchange of Discretionary Leave

a) The employer and the employee may agree to exchange or convert the quantum of discretionary leave either in full (i.e. four weeks per leave year) or in part (but not less than one week). The employee will be advised of their right to seek advice from TEU prior to any agreement. No employee will be required to exchange or convert their discretionary leave.
b) This agreed exchange would be for a fixed period and for an agreed purpose. On expiry of the agreed term the employee's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new agreement is signed. This is in accordance with the Research and Study Leave Policy.
c) Where discretionary leave is exchanged for salary the employee shall be compensated at the rate of 2% of salary for each week exchanged.

d) Up to four weeks of the discretionary leave may be accumulated to be exchanged for industry refresher leave or research and study leave; this exchange shall be on a week for week basis. In such cases the employee may not be required to produce research or other forms of outcomes unless the employee is also in receipt of a grant for which the polytechnic requires a specific outcome.

e) The exchange or conversion of discretionary leave does not affect the workload provisions relating to teaching days or teaching hours.

f) The exchange or conversion of discretionary leave shall only have application to the employee who has agreed in writing to the agreed terms. Other employees shall continue to be covered by Part B 3.1 (Academic) and Part C 5.3 (Allied)

g) Should discretionary leave be exchanged for an employee at the commencement of their employment, such exchange shall not remove the requirements relating to professional development for a permanent employee without significant prior teaching experience. In the case of such an employee not demonstrating the required capabilities through an appropriate Recognition of Prior Learning (RPL) process, the employer shall make available to the employee the time necessary (up to 12 weeks) in order to undertake the professional development required. In such circumstances the employer shall make the time required for professional development available to the employee by sufficient reduction of TTH.

5.3 Annual and Discretionary Leave Plan

5.3.1 Each Employee will provide a plan by 1 March each year which will set out planned periods of leave. In the absence of a leave plan a default plan will be provided by the employer. Periods of discretionary leave and annual leave may be continuous. Annual leave and discretionary leave as provided for in the leave plan shall be deemed to have been taken unless a variation of the plan has been agreed with the Employer, in writing. Requests for variation of the plan will be considered in line with operational requirements. Permission to vary plans will not be unreasonably withheld.

5.4 Annual and Discretionary Leave for ASMs with Short Service

5.4.1 Combined leave for ASMs who have less than 12 months' full service in any one year, as a result of a late start, or an early finish or a period of leave without pay of more than five working days, shall be granted as 0.21 of the period worked, less any leave used during the year.

5.4.2 Notwithstanding subclause 5.4.1 of this clause, where ASMs are entitled to annual leave only or reduced discretionary leave, and they have less than 12 months' full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:

a) Five weeks' leave entitlement = .11 of the period worked less any leave taken.
b) Six weeks' leave entitlement = .14 of the period worked less any leave taken.
c) Seven weeks' leave entitlement = .16 of the period worked less any leave taken.
d) Eight weeks' leave entitlement = .18 of the period worked less any leave taken.

5.4.3 ASMs with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.

5.4.5 ASMs with short service who have not been granted leave since appointment shall be paid in full for the periods of any recess between the one year and the next and any other period when the polytechnic closes completely, even though the normal entitlement is insufficient to cover these periods.

5.5 Travelling Time for Leave Purposes

5.5.1 Where specifically provided in this Agreement, travelling time with pay for a period of up to seven

days (exclusive of public holidays) shall be granted, subject to the following conditions:

a) Leave for travelling can only be granted if the ASM is required to travel when the Polytechnic is open;
b) The quickest and most direct means of travel must be used;
c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

Section 6 - Training and Professional Development

6.1 Professional Development

6.1.1 ASMs, Research and Teaching Assistants and Community Learning Facilitators shall be allocated ten duty days for professional development activities in each full year for which they are employed reduced on a pro- rata basis for periods of employment of less than a full year.

6.1.2 Professional development leave will be allocated subject to:

a) The submission by the staff member of a proposed programme of development activities which accounts for this time or its equivalent;
b) The approval of the employer for such programmes, but approval shall not be unreasonably withheld;
c) Reasonable notice being give of proposed activities and the timing of the programmes being negotiated with due regard to the polytechnic's operational requirements;
d) Where an ASM undertakes approved professional development in their own time for the equivalent of the allocated duty days, they shall use the allocated days at their discretion provided the provisions of subclause c) apply.
e) On the job training is part of normal work time and not to be deducted from the professional development days

6.1.3 Provided that the requirements of subclause 6.1.2 c) of this clause are met the following activities shall be approved as part of a programme:

a) Attending staff development or training programmes sponsored or run by the polytechnic or TEU;
    I. Attending work related conferences;
    II. Undertaking work related study of not less than two weeks in the case of academic staff and one week in the case of general staff.

6.1.4 If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the staff member may be required to undertake such duty as the employer directs for any part or all of the five/ten days so affected.

6.1.5 The Employer may allocate a grant-in-aid towards expenses. Provided operational requirements can be met, an allocation of additional time may be granted.

6.1.6 Professional development days may be accumulated if there is written agreement between the employer and the staff member according to any conditions which may be agreed between the employer and the staff member.

6.1.7 Any staff being required to change their mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.

6.1.8 Professional development opportunities will be provided to ensure transition into e-teaching is informed by relevant e-education literature, pedagogy and standards of good practice.

Section 7 - Allowances, Expenses and Grants

7.1 Travelling Allowance

7.1.1 A staff member required to travel within New Zealand on official business shall be paid a travelling allowance within the following parameters.

7.1.2 The written approval of the employer or delegated authority is required prior to any expenditure within (a) (b) and (d) below:

a) Approved actual and reasonable accommodation and travel costs on proof of payment;
b) Actual and reasonable meal costs up to $91.18 from the date of ratification 2024 and $94.83 from 1 January 2025 for each completed 24-hour period, on proof of payment;
c) An incidental allowance of $11.69 from the date of ratification 2024 and $12.16 from 1 January 2025 for each 24-hour period or part thereof;
d) An allowance of $58.45 from the date of ratification 2024 and $60.79 from 1 January 2025 per night when staying privately.

7.2 Meal Allowance

7.2.1 When a staff member's required hours of duty span two meal breaks the staff member shall be paid one meal allowance of $18.70 from the date of ratification 2024 and $19.45 from 1 January 2025 for the term of the agreement. The standard meal breaks shall be breakfast, lunch and dinner.

7.3 Relocation Expenses

7.3.1 The Polytechnic shall pay actual and reasonable costs of relocation directly to the providers of services. Relocation expenses are to be invoiced and paid directly by the employer and not reimbursed. Such costs to include:

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

7.3.2 Where relocation expenses are paid the maximum payment will be $27,052.95.

Schedule A

Translation

Non-TEU members on Individual Agreements (IA).

All staff covered by this Collective Agreement (CA) who are employed on IEAs, who are not members of TEU and who subsequently join TEU, will transfer to the CA and will be covered by all terms and conditions contained within this CA. Each week of discretionary leave entitlement under the CA additional to that provided by their IEA will be exchanged for one week's salary.

Staff may come across on existing salary and annual/discretionary leave in salary. This will be reviewed in accordance with subclause 5.2.4 within this Schedule.

Schedule B

Evidential Requirements & Process for Salary Review And Promotion

Progression within the salary scales will occur in accordance with clause 3.3, 3.4, 3.5, and 3.6 of this Collective Agreement, and shall be on an annual basis subject to staff members demonstrating at least satisfactory performance, as document via evidence detailed below and through their annual performance conversation.

Evidence required for salary progression/review:

1 Reflection on the outcomes of recent feedback obtained through OP feedback tools and/or performance conversations (whether 1:1 or Kā Korerorero (team based feedback)).
2 Copies of feedback obtained through OP feedback tools within the previous 2 years from students, colleagues, and/or customers that have a minimum response rate of 50%.
3 Information that details how the person has demonstrated growth in their skills, experience and contribution to their team and OP over the previous year.
4 Any relevant information such as internal or external committee membership, leadership roles and performance development undertaken, etc.

Evidence required for Academic Promotion:

Any application for a promotion by a staff member (whether the person applies or their formal leader nominates them) must include:

1 A letter of application. Which should include:
   a) Reflection on the outcomes of recent feedback obtained through OP feedback tools and/or performance conversations
   b) Comprehensive information that details how the person meets the expectation of the role / level being applied for
   c) Any relevant information such as internal or external committee membership, leadership roles etc
2 Copy of a performance review, completed within the previous year, that fully reviews the staff member against their objectives and the accountabilities of their position (either via one-on-one feedback, or Kā Korerorero (team based feedback).
3 a letter of support from their formal leader (HoP, HoC, Director or equivalent) is usually expected.
4 Copies of feedback obtained through OP feedback tools within the previous 2 years from students, colleagues, and/or customers that has a minimum response rate of 50%.
5 Detail and evidence of their chosen pathway: research, consultancy, facilitating learning, or leadership & service

Other evidence that is not required but may be provided in cases of progression or promotion includes:

All

1 Related personal qualifications, awards or professional development
2 Self appraisal (reflective statements etc)
3 Written feedback from other persons internal or external to the Polytechnic that are in support of the application
4 Summary of own development processes or activities since the last promotion

Academic

1 Teaching observations conducted by the Learning & Teaching Development Team
2 Evidence of research or curriculum outputs
3 Scholarly outputs, including articles, conference papers and other publications
4 Research plan and / or activity log

Guidelines for Gathering and Interpreting Evidence

General

1 The promotion/salary review decision will be evidenced based. The evidence on which the decision is based must be:
   a) Credible – collected from appropriate qualified and experienced sources; and for student and colleague survey feedback, collected through independent parties, with confidentiality assured to those providing feedback
   b) Valid – supporting the key dimension of performance related to the selected criteria. Valid evidence reveals the quality of performance, not merely activity
   c) Reliable – collected from multiple sources and from those who have direct experience of the staff member's work
   d) Sufficient – so that a reasonable conclusion about performance can be drawn.

2 Evidence of performance in the relevant criteria will usually have been collected over at least two years and will be analysed and reflected upon. Gaps in evidence should be explained and verified. Evidence gathered in the course of employment in another tertiary institution is acceptable provided that evidence has been collected in a manner consistent with Otago Polytechnic's requirements.
   a) Feedback instruments used to collect evidence to support salary review or promotion must be Otago Polytechnic's standard instruments or an approved variation.

Student Feedback

1 Student feedback to support teaching performance is mandatory and must be representative of the teaching undertaken by the academic staff member.
2 Academic staff members are advised to address carefully in their self-appraisal significant negative feedback or explain particular contexts in which student feedback has been less than supportive. In such cases it may be helpful to have corroborating statements, e.g. from a Head of Programme or equivalent.

Other Feedback

1 Feedback from colleagues and customers gathered by way of standard survey must be collected via the People and Culture team who administer OP's endorsed feedback tools, not directly by the staff member. Respondents must be assured of their anonymity.
2 Where "Leadership and Service" is the chosen career path and the staff member is in a formal leadership role, feedback is expected from all colleagues for whom the staff member has leadership relationship, ideally via OP's 360 degree leadership feedback tool, administered by People & Culture.

Self Appraisal

1 Self appraisal is expected in the form of a personal statement in which the staff member addresses their performance in each of the criteria relevant to their chosen career path. An overall reflective statement should provide insight into the staff member's personal theory of effective teaching, research, leadership, service or consultancy practice, as appropriate. The statement should reveal how the applicant has engaged with requirements of their position (including the scholarship of teaching, research leadership, consultancy or service) and personal objectives.

Other Evidence

1 Whilst feedback data is an essential form of evidence, so too are the staff member's accomplishments as measured by artefacts, reports, creative works, publications, conference keynotes, presentations and workshops, awards etc, these need only be referenced but must be available to be sighted if required.

Appeals

1 Any staff member shall receive the rationale for an unsuccessful application and shall have the ability to appeal to the DCE P&C**.**

Schedule C

Effective from the below dates the following increases will apply to all salary scales:

ACADEMIC SALARY SCALE			
Step	**01/01/2023 4%/5%**	**01/01/2024 4%**	**01/01/2025 4%**
Tutorial Assistant			
TA1	$45,984	$47,823	$49,736
TA2	$48,874	$50,829	$52,862
TA3	$51,761	$53,831	$55,984
TA4	$54,655	$56,841	$59,115
TA5	$57,545	$59,847	$62,241
Teaching and Research Assistants			
TRA1	$49,198	$51,166	$53,213
TRA2	$52,314	$54,407	$56,583
TRA3	$55,424	$57,641	$59,947
TRA4	$58,544	$60,886	$63,321
TRA5	$61,656	$64,122	$66,687
TRA6	$64,616	$67,201	$69,889
Lecturer			
L01	$61,127	$63,572	$66,115
L02	$63,868	$66,423	$69,080
L03	$66,615	$69,280	$72,051
L04	$69,359	$72,133	$75,018
L05	$72,102	$74,986	$77,985
L06	$74,848	$77,842	$80,956
L07	$77,592	$80,696	$83,924
L08	$79,571	$82,754	$86,064
L09	$82,288	$85,580	$89,003
Senior Lecturer			
SL01	$85,008	$88,408	$91,944
SL02	$86,367	$89,822	$93,415
SL03	$89,084	$92,647	$96,353
SL04	$90,444	$94,062	$97,824
SL05	$93,161	$96,887	$100,762
SL06	$94,520	$98,301	$102,233
Principal Lecturer			
PL01	$97,235	$101,124	$105,169
PL02	$98,596	$102,540	$106,642
PL03	$101,314	$105,367	$109,582
PL04	$102,673	$106,780	$111,051
PL05	$105,392	$109,608	$113,992
PL06	$106,749	$111,019	$115,460
Associate Professor			
AP Min	$106,481	$110,740	$115,170
AP Max	$120,071	$124,874	$129,869

Professor			
PF Min	$120,071	$124,874	$129,869
PF Max	$133,659	$139,005	$144,565
Student Research Assistant 1 - Hourly			
SRA1	$22.70	$23.61	$24.55
SRA2	$23.09	$24.01	$24.97
Peer Tutor			
PT	$22.70	$23.61	$24.55

* Red 2023 rates reflect the minimum wage and are effective from 01 April 2023 (a 5% increase to the 2022 rates applies 01 Jan – 31 March)

HOURLY RATES ACADEMIC STAFF

Step	**2023**	**2024**	**2025**
	Tutorial Assistant		
TA01	$28.84	$29.99	$31.19
TA02	$30.66	$31.89	$33.17
TA03	$32.47	$33.77	$35.12
TA04	$34.28	$35.65	$37.08
TA05	$36.10	$37.54	$39.04
TA06	$37.92	$39.44	$41.02
TA07	$39.72	$41.31	$42.96
TA08	$41.55	$43.21	$44.94
	Lecturer		
II/01	$38.35	$39.88	$41.48
II/02	$40.07	$41.67	$43.34
II/03	$41.79	$43.46	$45.20
II/04	$43.51	$45.25	$47.06
II/05	$45.23	$47.04	$48.92
II/06	$46.96	$48.84	$50.79
II/07	$48.68	$50.63	$52.66
II/08	$49.92	$51.92	$54.00
II/09	$51.63	$53.70	$55.85
	Senior Lecturer		
SL Min	$53.33	$55.46	$57.68
SL Max	$59.29	$61.66	$64.13
	Principal Lecturer		
PL Min	$61.00	$63.44	$65.98
PL Max	$66.97	$69.65	$72.44

When applying these hourly paid ASM rates, subclause 3.3.1 of this CA must be applied where an hour of work involves timetabled teaching.

NOTE; The hourly rates above are derived by using the following calculation: Divide the annual salary at the same step by 1476 (this is the notional number of directed duty hours in a year) multiplied by 1.08% = 1594 which is then the divisor.

These rates have been adjusted to meet the minimum requirements of the Holidays Act with respect to the payment of holiday pay. Accordingly, holiday pay shall be calculated at 8% of gross earnings and paid in accordance with that Act.

Schedule D

Lecturer And Professor Profile and Expectations

The following position summaries provide an overview of the profile and expectations for the Lecturer roles. Each has a defined profile and set of expectations which flows from and is consistent with the overview. There are three career streams outlined. They are research; leadership and service; consultancy

These expectations define the lecturer roles for ASMs and provide the criteria for the Performance

Review. The Performance Review will be based on evidence that is:

1 Credible - collected from appropriate qualified and experienced sources;
2 Valid and support the key dimensions of performance related to the selected criteria, revealing the quality of performance, not merely activity
3 Reliable - collected from multiple sources and from those who have direct experience of the staff member's work
4 Sufficient - so that a reasonable conclusion about performance can be drawn.

The promotion/salary review process will be based on the profile and expectations for the ASM positions, and will come out of the Performance Review. The feedback instruments used in support of salary review or promotion must be Otago Polytechnic's standard instruments or an approved variation.

Lecturer (ASM)

The Lecturer is an industry/professional practitioner with demonstrated experience and expertise in their field. The Lecturer develops and provides current and relevant learning opportunities within the context of the learning environment and learning needs. Lecturers will hold a relevant undergraduate qualification or a relevant industry/professional qualification appropriate for the level of teaching and will have current involvement in trade, professional, industry or community activities in their field. They will hold or be working towards a teaching qualification.

Senior Lecturer (SASM)

The Senior Lecturer is a lecturer who has maintained and developed specialised industry/professional knowledge and experience and in addition has demonstrated continuous and consistent excellence in facilitating learning. The Senior Lecturer will have a record of either; research, leadership and service or consultancy. Senior Lecturers will hold a relevant teaching qualification and be active in continuing professional development, including teaching practice; and will have current involvement in trade, professional, industry or community activities in their field. The Senior Lecturer will mentor and guide other staff in their development and practice as learning facilitators.

Principal Lecturer (PASM)

The Principal Lecturer is a leading academic with advanced qualifications/ industry equivalent knowledge in their field and national recognition for academic excellence. The Principal Lecturer has a significant record of either research and publications, leadership and service, or consultancy and will be developing specific area(s) of academic expertise. Principal Lecturers will be involved in significant leadership activities in their industry/profession as well as demonstrating academic leadership. They will have demonstrated excellence in facilitating learning and will hold a relevant teaching qualification. The role of Principal Lecturer is of leading and developing the programmes in which they become involved.

Associate Professor

Associate Professor provides academic leadership of the highest order by maintaining excellence in teaching, research and related leadership and by undertaking of professional/community/Iwi service activities at a significant level relevant to their profession or discipline.

Professor

Professor provides academic leadership of the highest order by maintaining excellence in teaching, research and related leadership and by undertaking of professional/community/Iwi service activities at a significant level relevant to their profession or discipline.

Research And Teaching Assistants

The purpose of Research and Teaching Assistants is to support Academic Staff Members in the preparation and delivery of research and teaching materials and activities.
All work carried out by Research and Teaching Assistants is directly supervised by Academic Staff Members.

Research and Teaching Assistants may perform a range of research and teaching activities including:

1 literature searches for teaching and research
2 accessing articles/publications and photocopying
3 collecting, transcribing and inputting data, using software to analyse data
4 assisting with other research activities
5 assisting with marking assessments to predetermined marking criteria
6 facilitating tutorials designed by the responsible Academic Staff Member
7 otherwise supporting Academic Staff Members' teaching

Schedule E

Variation to TEU Collective Agreement Terms and Conditions for Heads of College, Heads of Programme and Directors:

The TEU and the Otago Polytechnic Division have agreed the following variation to the terms and conditions in the TEU Collective for Heads of College, Heads of Programme and Directors:

1 The Professional Development time and financial allowances in this agreement between the employer and these kaimahi is in addition to the Collective agreement and will not form part of the Collective agreement negotiations.
2 Any negotiated pay increase either delivered as increase to base pay or in any other mechanism (including but not limited to lump sum payments) negotiated and agreed as part of the Collective employment agreement negotiations will not apply to these kaimahi. Separate individual pay review process will be applied to these kaimahi and will be negotiated directly between the individual and the employer and this will reflect job size / responsibilities, performance and any necessary cost of living adjustment.
3 The employer and the employee agree that they wish to have direct individual communication between each other and to maintain direct and open dialogue that includes direct negotiations around employment matters between the parties.
4 As these kaimahi are employed in positions of significant management authority and responsibility in their own right they agree not to be part of any union organised action against the employer as this constitutes a conflict of interest with the roles they are employed to perform.
5 Discretionary leave and long service leave will not apply to the management component of these roles as they are entitled to Research and Study Leave as per policy.
6 The three (3) Otago Polytechnic gift days between Christmas and New Year will apply to these roles.

Schedule F

Meal Allowance

1 $18.70 from the date of ratification 2024 and $19.45 from 1 January 2025.

Safety Footwear

1 Technicians Occupational Classes

2 Safety Footwear Maximum Reimbursement rate shall be $140.28 plus GST from the date of ratification for 2024 and $145.89 plus GST from 1 January 2025 and shall refer to Otago Polytechnic Policy Protective Clothing and Equipment MP408.01. (01 November 05).

Schedule G

Consultation

For the purposes of this Collective Agreement the following principles outlined in the High Court Judgement of McGechan J of 6.1.92 shall apply:

The essence of consultation is the communication of a genuine invitation to give advice and a genuine consideration of that advice. To achieve consultation sufficient information must be supplied by the consulting to the consulted party to enable it to tender helpful advice. Sufficient time must be given by the consulting party to enable it to do that, and sufficient time must be available for such advice to be considered by the consulting party. Sufficient, in that context, does not mean ample, but at least enough to enable the relevant purpose to be fulfilled. By helpful advice, in this context, I mean sufficiently informed and considered information or advice about aspects of the form or substance of the proposals, or their implications for the consulted party, being aspects material to the implementation of the proposal as to which the consulting party might not be fully informed or advised and as to which the party consulted might have relevant information or advice to offer.

Consultation must be allowed sufficient time, and genuine effort must be made. It is to be a reality, not a charade. To "consult" is not merely to tell or present. Nor, at the other extreme, is it to agree. Consultation does not necessarily involve negotiation toward an agreement, although the latter not uncommonly can follow, as the tendency in consultation is to seek at least consensus. Consultation is an intermediate situation involving meaningful discussion.

Implicit in the concept is a requirement that the party consulted will be (or will be made) adequately informed so as to be able to make intelligent and useful responses. It is also implicit that the party obliged to consult, while quite entitled to have a working plan already in mind, must keep its mind open and be ready to change and even start afresh. Any manner of oral or written interchange which allows adequate expression and consideration of views will suffice. In some situations adequate consultation could take place in one telephone call. In other contexts it might require years of formal meetings.

Schedule H

To understand how Otago Polytechnic implements the various clauses contained in this Collective Agreement, the Otago Polytechnic Policies, procedures and Reference Documents should be referred to.

Where there are differences between the policy and the Collective Agreement then the Collective Agreement takes precedence.

Otago General/Allied Schedule

The provisions within this schedule apply to existing General/Allied kaimahi whose primary place of work is deemed to be the business division known as the Otago Polytechnic and were covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new general / allied kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Appointments
Section 3	Career Progression and Remuneration
Section 4	Workload
Section 5	Leave
Schedule A	Translation
Schedule B	Evidential Requirements & Process for Salary Review
Schedule C	Salary Scales
Schedule D	Variation to TEU Collective Agreement Terms and Conditions for Heads of College, Heads of Programme and Directors (also known as Schedule E)
Schedule E	Retirement Leave Entitlement in working days
Schedule F	Meal Allowance, Safety Footwear
Schedule G	Consultation
Schedule H	Policy procedures

Section 1 - Definitions

1.1 "Part-time General"

1.1.1 means a general staff member who usually works less than 37.5 hours per week.

1.2 "Casual Academic"

1.2.1 means an ASM appointed under clause 3.1(d) of this Agreement.

1.3 "Grade"

1.3.1 means a division of a salary scale in respect of which a particular salary or range of salaries is payable.

1.4 "Employer"

1.4.1 means the Chief Executive of the polytechnic.

1.5 "Polytechnic"

1.5.1 has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/ learning programmes for which the CEO fulfils the role of employer.

1.6 "Service"

1.6.1 Means continuous service in the employment of any NZ polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP, community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Education Resource Centre.

a) Plus any other relevant service as may be agreed between the employer and employee at time of appointment.

1.7 "Continuous Service"

1.7.1 Continuous service as a teacher or educator in an operation which has since been absorbed into the polytechnic service is counted as continuous service for the purposes of "service".

1.7.2 Continuous service for the purposes outlined above include all periods of paid leave and would not be broken by, but would not include all periods of:

a) Approved leave without pay;

b) Breaks of not more than three months between employment within the polytechnic service.

1.7.3 Continuous casual service for the polytechnic currently employing the staff member shall be aggregated as fulltime equivalent service on a pro-rata basis.

Section 2 - Appointments

2.1 Categories of Appointment

2.1.2 If, at the expiry of a fixed term appointment the genuine reason for the expiry no longer exists, the position has already been advertised and is approved as on going position the provisions of clause 2.2.2 shall not apply and the incumbent will be confirmed into a permanent position.

2.2 Resignation/Termination of Employment

2.2.1 For general staff in the case of resignation or termination, one months' notice shall be given

2.2.2 The employment of a staff member on a fixed term or part-time basis may be terminated with two weeks' written notice by either party. In the case of a surplus staffing or redundancy situation the employer will give one months' notice to be worked or will pay in lieu of one months' notice a staff member on a fixed term or part-time basis.

Section 3 – Career Progression and Remuneration

3.1 Increments

3.1.1 An employee holding a position or a grade to which two or more salary steps apply, and who is not being paid at the highest of those steps shall, after 12 months at that rate, over to the salary step above;

3.1.2 The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s);

3.1.3 The employer may allow additional or accelerated salary steps;

3.1.4 All salaries shall be reviewed at least annually.

3.2 Double Increments

3.2.1 A double increment may be approved by the employer in recognition of the need to provide for:

a) recognition of meritorious professional performance;
b) equitable salary relativities within the polytechnic;
c) retention.

3.2.2 The new increment date is from the effective date of the double increment.

3.3 Withholding of Increments

3.3.1 An employer may decline to pay an increment in salary to any staff member whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the staff member concerned of the decision and the reasons for it.

3.3.2 Refer to policy and procedures regarding performance management.

3.4 General Staff Salaries

3.4.1 Rates of annual salaries to be paid to employees in 2024 are listed in Schedule C, 2025 rates are listed in Part C, Section 2.5 this Collective Agreement.

3.5 Higher Salaries

3.5.1 Nothing in this Agreement shall preclude the employer from paying salaries in excess of those prescribed in Schedule C and the general staff schedule, on such terms as may be agreed between the employer and employee.

Section 4 - Workload

4.1 Hours of Work

Hours of work provisions are in Part C.

4.1.1 The normal hours of work are 37.5 hours per week (7.5 hours per day) to be worked between 7.00am and 9.00pm, Monday to Friday,

a) Employees employed pursuant to the terms of this Agreement shall not have their existing hours of work altered other than by agreement between the parties.
b) The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals which shall not exceed one hour in duration.
c) Where an Employee agrees, the normal hours may be carried up to 40 hours per week. In this instance the employee's salary will be increased on a pro rata basis.
d) Where an Employee currently employed with normal hours of work of 40 per week,

joins the collective they may agree to retain normal weekly hours of 40 per week.

4.1.2 Varying the Normal Work Hours. Both parties recognise that, from time to time, there will be a need to create positions with a regular requirement to work outside the normal hours of work specified in 4.1.1.

a) Employees employed pursuant to the terms of the Agreement shall not have their existing hours of work altered other than by agreement between the parties. The local TEU Organiser shall be included in this consultation.

b) Where there is a demonstrated need to employ staff, employed under the terms and conditions of this Agreement, outside of the normal hours specified in subclause 5.7(a) Otago Polytechnic will develop a written proposal to be discussed with TEU at an early stage. Such a proposal may be for groups of staff or individual staff. The proposal will be sent to the Assistant Secretary of TEU who will discuss the proposal with appropriate representatives of the Branch Executive. TEU commits, where possible, to return a written response within ten working days. Agreement to the proposal will not be unreasonably withheld.

4.1.3 All employees will be allowed a rest period of ten minutes duration in the morning and afternoon and in the evening.

4.2 Overtime

4.2.1 Overtime hours are all hours worked in excess of the normal hours of work.
Minimum break between spells of duty:

a) Nine hour break, means a period off duty of nine consecutive hours.

b) Unbroken work means ordinary work, which is separated from the preceding period of ordinary work by less than a nine hour break.

4.2.2 Wherever practicable, no employee shall be required to perform unbroken work.

4.2.3 If unbroken work is performed it shall be paid at overtime rates, with regard to the time at which it occurs and the amount of overtime which precedes it.

4.2.4 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours, shall be treated as a normal absence from duty.

4.2.5 Subject to Band F Step 5 or over employees shall, by mutual agreement, be compensated for authorised overtime by either of the following options:

a) Time off in lieu of overtime (reserve time) to be taken as one and a half hours for each hour worked.

b) The payment of all overtime hours at time and a half, except that double time shall be paid for all overtime worked as follows:

c) Sundays; and

d) Whole holidays as defined in clause Part A 8.2

4.2.6 An employee required to work overtime on a Saturday, Sunday or whole holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

4.2.7 Functions Assistants shall be paid:

a) Normal time rates between 7am and midnight from Monday to Saturday.

b) Time and a half for any hours worked over 8 hours from Monday to Saturday

c) Time and a half for any hours worked after midnight or before 7am Monday to Saturday

d) Double time for any hours worked on a Sunday

Section 5 - Leave

5.1 Statutory and Polytechnic Holidays

5.1.1 The following days shall be observed as whole holidays, in addition to annual leave and discretionary leave:

a) Non-Teaching ASMs the three days after Boxing Day shall be observed as whole holiday and shall be deemed to be Polytechnic Holidays subject to staff members using their annual leave as per OP Policy. Should that not be the case the additional days may be forfeit for that year

b) Observance of Anniversary Day. Anniversary Day shall be observed on a Monday closest to the 23 March except where that is Easter Monday in which case it shall be observed on the Thursday prior to Easter

5.2 General Staff Time Off for Working on Public Holidays

5.2.1 Any general staff employee may be required to work on any of the public holidays (or substituted succeeding days) set out in clause Part C, Section 5.2

5.2.2 If an employee is required to work on a public holiday (or substituted succeeding day), then they will be paid at double time rates for the time worked.

5.2.3 If an employee is required to work on a public holiday or substituted succeeding day (with the exception of, the day after Boxing Day, and the Tuesday immediately following Easter) they will be entitled to an alternative holiday at a time decided by the employer

5.2.4 Leave carried forward

a) Staff members may apply for approval to carry forward leave of up to ten working days, for up to one year.

5.3 Annual Leave Plan

5.3.1 Each Employee will provide a plan by 1 March each year which will set out planned periods of leave. In the absence of a leave plan a default plan will be provided by the employer. Annual leave as provided for in the leave plan shall be deemed to have been taken unless a variation of the plan has been agreed with the Employer, in writing. Requests for variation of the plan will be considered in line with operational requirements. Permission to vary plans will not be unreasonably withheld.

5.4 Sick Leave

5.4.1 An employee who is absent due to sickness shall advise the employer of such as soon as it is practicable.

5.4.2 An employee may be required to provide a medical certificate for any absence beyond five days.

5.4.3 The period of leave to which an employee is entitled shall be as follows:

a) From commencement of employment an employee shall be entitled to ten days sick leave per annum (on full pay).

b) This leave can be accumulated to a maximum of 300 days.

c) An employee is entitled to utilise up to thirty days (three years) of their sick leave

entitlement from the date of their employment commencement. In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in clause (c) above. Should employment be terminated or notice of resignation received prior to entitlement of sick leave used in advance, it may be deducted from the employee's final pay at the employer's discretion.

5.5 Wellness Day (General Staff)

5.5.1 General staff members are entitled to take one day of sick leave per annum as a wellness day. The day shall be planned in advance and agreed with the employer, to which agreement will not be unreasonably withheld. The use of the day is at the employee's discretion though the timing must suit the operational needs of the employer. The day will be debited against sick leave though the employee will not be deemed to be sick.

5.6 Long Service Leave General Staff

5.6.1 Subject to the provisions of sub clauses 5.6.2 to 5.6.5 below, an employee shall on the completion of 20 years' continuous service, be granted four weeks' long service leave with full pay. As of 01 January 2006, Long Service Leave shall be earned as follows:

a) Staff who have completed 10 years service shall be entitled to two weeks Long Service Leave.
b) Staff who have completed 15 years service shall be entitled to an additional two weeks Long Service Leave
c) Staff who have completed 20 years service shall be entitled to an additional two weeks Long Service Leave

The above change shall apply to all staff who, after 01 July 2005, become entitled to Long Service Leave based on their anniversary date.

5.6.2 Long service leave shall be granted no more than once to any employee.

5.6.3 Long service leave shall be taken in a single period.

5.6.4 Subject to the provisions of clause 5.6.6 below, long service leave shall be forfeited if not taken within five years of the entitlement becoming due or before the date the employee ends employment with the employer.

5.6.5 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following their last day of employment together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.

5.6.6 An employee who is working reduced hours or is employed part-time and who takes long service leave shall receive a pro rata reduction of salary while on leave but not of the number of leave days.

5.6.7 If an employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's partner or the estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the employee in respect of long service leave.

5.7 Retiring Leave for General Staff

5.7.1 The following sections apply to staff who were employees of Otago Polytechnic at 01 July 1993.

5.7.2 The following shall be entitled to retiring leave as set out in Schedule E (Retiring leave shall be calculated on a pro rata basis according to the employee's record of service).

5.7.3 Full time employees who have established eligibility for retirement on medical grounds. Such employees shall be entitled to retirement leave of 65 working days where the length of service does not exceed twenty-five years, and retirement leave in accordance with Schedule E (1.0) otherwise.

5.7.4 For employees whose services are dispensed with through no fault of their own, before they retire, the employer will consider granting retiring leave in accordance with this table:

Qualification Required	**Retiring Leave** *(working days)*
Completion of fifteen years' service	65 days
Completion of ten and under fifteen years' service	44 days
Completion of five and under ten years' service	22 days

5.7.5 Instead of granting retirement leave as above, an employer may, on application from the employee, pay a lump sum equivalent in value to that leave.

5.7.6 An employee who has more than twenty years' continuous service, or is eligible to retire on the grounds of service shall be entitled to anticipate retiring leave in terms of Schedule E

5.7.7 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependants or the estate of the deceased employee.

5.8 Resigning Leave (General Staff)

The following sections apply to staff who were employees of Otago Polytechnic at 01 July 1993.

5.8.1 Resigning leave, as set out in Schedule E may be granted to full time employees who resign their position.

5.8.2 The amount of resigning leave granted to any person shall be reduced by the amount of any long service leave taken by that person.

5.8.3 Resigning leave shall be calculated on a pro rata basis according to the employee's record of service.

5.9 Professional Development

5.9.1 Each general staff member will be allocated five days professional development leave per year, reduced on a pro-rata basis for periods of employment of less than a full year.

5.9.2 Professional development leave will be allocated subject to:

a) The submission by the staff member of a proposed programme of development activities which accounts for this time or its equivalent;
b) The approval of the employer for such programmes, but approval shall not be unreasonably withheld;
c) Reasonable notice being give of proposed activities and the timing of the programmes being negotiated with due regard to the polytechnic's operational requirements;
d) Where an ASM undertakes approved professional development in their own time for the equivalent of the allocated duty days, they shall use the allocated days at their discretion provided the provisions of subclause c) apply.
e) On the job training is part of normal work time and not to be deducted from the

professional development days

5.9.3 Provided that the requirements of 5.9.2 c) of this clause are met the following activities shall be approved as part of a programme:

a) Attending staff development or training programmes sponsored or run by the polytechnic or TEU;
b) Attending work related conferences;
c) Undertaking work related study of not less than two weeks in the case of academic staff and one week in the case of general staff.

5.9.4 If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the staff member may be required to undertake such duty as the employer directs for any part or all of the five/ten days so affected.

5.9.5 The Employer may allocate a grant-in-aid towards expenses. Provided operational requirements can be met, an allocation of additional time may be granted.

5.9.6 Professional development days may be accumulated if there is written agreement between the employer and the staff member according to any conditions which may be agreed between the employer and the staff member.

5.9.7 Any staff being required to change their mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.

5.9.8 Professional development opportunities will be provided to ensure transition into e-teaching is informed by relevant e-education literature, pedagogy and standards of good practice.

5.10 Travelling Allowance

5.10.1 A staff member required to travel within New Zealand on official business shall be paid a travelling allowance within the following parameters.

5.10.2 The written approval of the employer or delegated authority is required prior to any expenditure within (a) b)) and (d) below:

a) Approved actual and reasonable accommodation and travel costs on proof of payment;
b) Actual and reasonable meal costs up to $91.18 from date of ratification 2024 and $94.83 from 1 January 2025 for each completed 24 hour period, on proof of payment;
c) An incidental allowance of $11.69 from date of ratification 2024 and $12.16 from 1 January 2025 for each 24 hour period or part thereof;
d) An allowance of $58.45 from date of ratification 2024 and $60.79 from 1 Janaury 2025 per night when staying privately.

5.11 Meal Allowance

5.11.1 When a staff member's required hours of duty span two meal breaks the staff member shall be paid one meal allowance of $18.70 from date of ratification 2024 and $19.45 from 1 January 2025 for the term of the agreement. The standard meal breaks shall be breakfast, lunch and dinner.

5.12 Relocation Expenses

5.12.1 The Polytechnic shall pay actual and reasonable costs of relocation directly to the providers of services. Relocation expenses are to be invoiced and paid directly by the employer and not reimbursed. Such costs to include:

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

5.12.2 Where relocation expenses are paid the maximum payment will be $27,052.95.

Schedule A

Translation

Non-TEU members on Individual Employment Agreements (IEAs).

All staff covered by this Collective Agreement (CA) who are employed on IEAs, who are not members of TEU and who subsequently join TEU, will transfer to the CA and will be covered by all terms and conditions contained within this CA.

Staff may come across on existing salary and annual leave entitlements.

Schedule B

Evidential Requirements & Process for Salary Review

Progression within the salary scales will occur in accordance with3.3,3.4 and 3.5, of this Collective Agreement, and shall be on an annual basis subject to staff members demonstrating at least satisfactory performance, as document via evidence detailed below and through their annual performance conversation.

Evidence required for salary progression/review:

1 Reflection on the outcomes of recent feedback obtained through OP feedback tools and/or performance conversations (whether 1:1 or Kā Korerorero (team based feedback)).
2 Copies of feedback obtained through OP feedback tools within the previous 2 years from students, colleagues, and/or customers that have a minimum response rate of 50%.
3 Information that details how the person has demonstrated growth in their skills, experience and contribution to their team and OP over the previous year.
4 Any relevant information such as internal or external committee membership, leadership roles and performance development undertaken, etc.

Other evidence that is not required but may be provided in cases of progression includes:

All
1 Related personal qualifications, awards or professional development
2 Self appraisal (reflective statements etc)

3 Written feedback from other persons internal or external to the Polytechnic that are in support of the application
4 Summary of own development processes or activities since the last promotion

Guidelines for Gathering and Interpreting Evidence

1 General
- a) The promotion/salary review decision will be evidenced based. The evidence on which the decision is based must be:
  - I. Credible – collected from appropriate qualified and experienced sources; and for student and colleague survey feedback, collected through independent parties, with confidentiality assured to those providing feedback
  - II. Valid – supporting the key dimension of performance related to the selected criteria. Valid evidence reveals the quality of performance, not merely activity
  - III. Reliable – collected from multiple sources and from those who have
  - IV. direct experience of the staff member's work
  - V. Sufficient – so that a reasonable conclusion about performance can be drawn.
- b) Evidence of performance in the relevant criteria will usually have been collected over at least two years, and will be analysed and reflected upon. Gaps in evidence should be explained and verified. Evidence gathered in the course of employment in another tertiary institution is acceptable provided that evidence has been collected in a manner consistent with Otago Polytechnic's requirements.
- c) Feedback instruments used to collect evidence to support salary review or promotion must be Otago Polytechnic's standard instruments or an approved variation.

2 Other Feedback
- a) Feedback from colleagues and customers gathered by way of standard survey must be collected via the People and Culture team who administer OP's endorsed feedback tools, not directly by the staff member. Respondents must be assured of their anonymity.
- b) Where "Leadership and Service" is the chosen career path and the staff member is in a formal leadership role, feedback is expected from all colleagues for whom the staff member has leadership relationship, ideally via OP's 360 degree leadership feedback tool, administered by People & Culture.

3 Self Appraisal
- a) Self appraisal is expected in the form of a personal statement in which the staff member addresses their performance in each of the criteria relevant to their chosen career path. An overall reflective statement should provide insight into the staff member's personal theory of effective teaching, research, leadership, service or consultancy practice, as appropriate. The statement should reveal how the applicant has engaged with requirements of their position (including the scholarship of teaching, research leadership, consultancy or service.) and personal objectives.

4 Other Evidence
- a) Whilst feedback data is an essential form of evidence, so too are the staff member's accomplishments as measured by artefacts, reports, creative works, publications, conference keynotes, presentations and workshops, awards etc, these need only be referenced but must be available to be sighted if required.

5 Appeals
- a) Any staff member shall receive the rationale for an unsuccessful application and shall have the ability to appeal to the DCE P&C**.**

Schedule C

Effective from the below dates the following increases will apply to all salary scales:

TEU Staff Grade and Salary Structure from 01/01/2024

Band	Points	Positions	Grade & Hours per Week					
			Grade 1	37.5 Hours	*Grade 2*	37.5 Hours	*Grade 3*	37.5 Hours
B	70-150	Labourer (B1 - B1.2)	***B1.1***	$46,982	***B2.1***	$49,192	***B3.1***	$52,506
		Customer Services Admin	***B1.2***	$48,088	***B2.2***	$50,299	***B3.2***	$53,612
		Mailroom Attendant			***B2.3***	$51,402	***B3.3***	$54,715
		Mailroom Attendant						
		Assistant Custodian (B1.1 to B2.3)						
		Contact Cntre/Customer Service Rep						
		Accounts Payable						
		Academic Resource Co-ordinator						
		Accounting Clerk						
		Custodian (Commences at B3.1 if prior Assistant Custodian)						
C	151-210	Technician	***C1.1***	$52,935	***C2.1***	$56,788	***C3.1***	$62,565
		Customer Services Representative	***C1.2***	$54,861	***C2.2***	$58,711	***C3.2***	$64,492
		Department/School Administrator			***C2.3***	$60,640	***C3.3***	$66,416
		Systems Co-ordinator AQU						
		International Admissions Advisor						
		Property Systems						
		Graphic Designer						
		Payroll Co-ordinator						
		Custodian Coordinator						
		Helpdesk Operator/Administrator						
D	211-280	Disability Advisor/Administrator	***D1.1***	$63,272	***D2.1***	$67,949	***D3.1***	$74,969
		Executive/Personal Assistant	***D1.2***	$65,609	***D2.2***	$70,290	***D3.2***	$77,308
		Systems Administrator			***D2.3***	$72,629	***D3.3***	$79,650
		Human Resources Co-ordinator						
		Restaurant Supervisor/Technician						
		Systems Trainer						
E	281-350	Financial Analyst	***E1.1***	$75,783	***E2.1***	$81,463	***E3.1***	$89,127
		Systems Engineer	***E1.2***	$78,624	***E2.2***	$83,501	***E3.2***	$91,940
		Network Systems Engineer			***E2.3***	$86,312	***E3.3***	$94,752
		Information Systems Admin/BA						
		Systems Developer						
F	350-450	Health and Safety Advisor	***F1.1***	$90,109	***F2.1***	$96,937	***F3.1***	$107,183
		Counsellor	***F1.2***	$93,523	***F2.2***	$100,355	***F3.2***	$110,598
		ISS Team Leader			***F2.3***	$103,768	***F3.3***	$114,012

Note: 2. KiwiSaver is optional and the employer contribution is not able to be converted to salary or any other benefit

Schedule D (referred to as Schedule E in Academic Schedule and in Terms of Settlement)

Variation to TEU Collective Agreement Terms and Conditions for Heads of College, Heads of Programme and Directors:

1 The TEU and the Otago Polytechnic Division have agreed the following variation to the terms and conditions in the TEU Collective for Heads of College, Heads of Programme and Directors:

a) The Professional Development time and financial allowances in this agreement between the employer and these kaimahi is in addition to the Collective agreement and will not form part of the Collective agreement negotiations.

b) Any negotiated pay increase either delivered as increase to base pay or in any other mechanism (including but not limited to lump sum payments) negotiated and agreed as part of the Collective employment agreement negotiations will not apply to these kaimahi. Separate individual pay review process will be applied to these kaimahi and will be negotiated directly between the individual and the employer and this will reflect job size / responsibilities, performance and any necessary cost of living adjustment.

c) The employer and the employee agree that they wish to have direct individual communication between each other and to maintain direct and open dialogue that includes direct negotiations around employment matters between the parties.

d) As these kaimahi are employed in positions of significant management authority and responsibility in their own right they agree not to be part of any union organised action against the employer as this constitutes a conflict of interest with the roles they are employed to perform.

e) Discretionary leave and long service leave will not apply to the management component of these roles as they are entitled to Research and Study Leave as per policy.

f) The three (3) Otago Polytechnic gift days between Christmas and New Year will apply to these roles.

Schedule E

Retirement Leave Entitlement in Working Days

Years of Service	Months of Service					
	0	**2**	**4**	**6**	**8**	**10**
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	45	45	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 to 25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or more	131	"	"	"	"	"

Anticipated Retirement Leave Entitlement in Working Days

Years of Service	Months of Service			
	0	**3**	**6**	**9**
20	65	66	66	67
21	68	69	69	70
22	71	71	72	73
23	74	76	75	76
24	76	77	78	79
25	79	80	81	81
26	82	83	84	84
27	85	86	86	87
28	88	89	89	90
29	91	91	92	93
30	94	94	95	96
31	96	97	98	99
32	99	100	101	101
33	102	103	104	102
34	105	106	106	107
35	108	109	109	110
36	111	111	112	113
37	114	114	115	116
38	116	117	118	119
39	119	120	121	121
40 or more	122	"	"	"

Resigning Leave

Years of Service	Leave in Working Days	Years of Service	Leave in Working Days
20	32	30	46
20½	33	30½	47
21	34	31	48
21½	34	31½	49
22	35	32	49
22½	36	32½	50
23	36	33	51
23½	37	33½	51
24	38	34	52
24½	39	34½	53
25	39	35	54
25½	40	35½	54
26	41	36	55
26½	41	36½	56
27	42	37	56
27½	43	37½	57
28	44	38	58
28½	44	38½	59
29½	46	39½	60

Schedule F

Meal Allowance

$18.70 from date of ratification 2024 and $19.45 from 1 January 2025.

Safety Footwear

Technicians Occupational Classes

Safety Footwear Maximum Reimbursement rate shall be $140.27 plus GST from date of ratification 2024 and $145.88 plus GST from 1 January 2025, and shall refer to Otago Polytechnic Policy Protective Clothing and Equipment MP408.01.

Schedule G

Consultation

For the purposes of this Collective Agreement the following principles outlined in the High Court Judgement of McGechan J of 6.1.92 shall apply:

The essence of consultation is the communication of a genuine invitation to give advice and a genuine consideration of that advice. To achieve consultation sufficient information must be supplied by the consulting to the consulted party to enable it to tender helpful advice. Sufficient time must be given by the consulting party to enable it to do that, and sufficient time must be available for such advice to be considered by the consulting party. Sufficient, in that context, does not mean ample, but at least enough to enable the relevant purpose to be fulfilled. By helpful advice, in this context, I mean sufficiently informed and considered information or advice about aspects of the form or substance of the proposals, or their implications for the consulted party, being aspects material to the implementation of the proposal as to which the consulting party might not be fully informed or advised and as to which the party consulted might have relevant information or advice to offer.

Consultation must be allowed sufficient time, and genuine effort must be made. It is to be a reality, not a charade. To "consult" is not merely to tell or present. Nor, at the other extreme, is it to agree. Consultation does not necessarily involve negotiation toward an agreement, although the latter not uncommonly can follow, as the tendency in consultation is to seek at least consensus. Consultation is an intermediate situation involving meaningful discussion.

Implicit in the concept is a requirement that the party consulted will be (or will be made) adequately informed so as to be able to make intelligent and useful responses. It is also implicit that the party obliged to consult, while quite entitled to have a working plan already in mind, must keep its mind open and be ready to change and even start afresh. Any manner of oral or written interchange which allows adequate expression and consideration of views will suffice. In some situations, adequate consultation could take place in one telephone call. In other contexts, it might require years of formal meetings.

Schedule H

To understand how Otago Polytechnic implements the various clauses contained in this Collective Agreement, the Otago Polytechnic Policies, procedures and Reference Documents should be referred to.

Where there are differences between the policy and the Collective Agreement then the Collective Agreement takes precedence.

SIT Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Southern Institute of Technology (SIT) and were academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Coverage, Application of Collective Agreement and Definitions
Section 2	Southern Institute of Technology's Obligations
Section 3	Work Defined
Section 4	Leave and Holidays
Section 5	Remuneration

Section 1 - Coverage, Application of Collective Agreement and Definitions

1.1 Definitions

1.1.1 Teaching Staff
means any person employed in an academic position covered by this Agreement.

1.1.2 Clinical Teaching
means off-campus health teaching involving patient care.

1.1.3 Service
means continuous service at any Polytechnic or any amount of relevant service agreed at the time of appointment, or the amount of service accrued by existing staff members at the date of the signing of this Agreement.

a) Continuous service for the purposes outlined above includes all periods of paid leave and would not be broken by, but would not include all periods of:
   I. approved leave without pay
   II. breaks of not more than three months between employment within the polytechnic service

b) Continuous part-time service for the polytechnic currently employing the staff member, shall be aggregated as full-time equivalent service on a pro-rata basis.

1.1.4 Polytechnic
has the same meaning as defined in the Education and Training act 2020 and its subsequent amendments and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer. For the purposes of this CA the polytechnic also means the CEO as the employing party.

1.1.5 Review
means the process of enquiry involving full consultation with the parties.

1.1.6 Timetabled Teaching Hour
in relation to any teaching staff member or Tutorial Assistant means a period of one hour spent in

class instruction and/or includes any hour of structured learning activity for a class for which the teaching staff member is responsible.

1.1.7 Reasonable
a reasonable workload is an overall quantum of work that could fairly be expected of a person with appropriate qualifications and teaching experience.

1.1.8 Equitable
an equitable workload is an overall quantum of work that is comparable with teaching staff working with a safe workload in a similar situation.

1.1.9 Safe
a safe workload is an overall quantum of work that does not in itself create dysfunctional stress in a teaching staff member.

1.1.10 Policies and Procedures
refer to SIT policies and procedures

1.2 Remuneration Translation

1.2.1 In translation to this Agreement no teaching staff member will have existing remuneration reduced.

Section 2 - Southern Institute of Technology's Obligations

2.1 Indemnity

2.1.1 Southern Institute of Technology will indemnify teaching staff against all actions, suits, prosecutions, claims and demands made or brought against Southern Institute of Technology or teaching staff by any third party relating to the performance by teaching staff of their obligations other than those arising out of misconduct by teaching staff members.

2.2 Expenses

2.2.1 Southern Institute of Technology will reimburse teaching staff for actual and reasonable expenses incurred in the course of normal duties. Such expenses will be authorised in advance wherever practicable.

2.2.2 The parties agree that teaching staff should not have to incur personal costs as a result of the requirements of the Institution under the circumstances described in this part of this Agreement.

a) When teaching staff are required to travel within New Zealand or overseas on official business, including attendance at conferences, accommodation and related expenses will be paid in accordance with the current, relevant Southern Institute of Technology Policy and Procedure. Claims may include an allowance of $58.15 from the date of ratification 2024 and $60.48 from 1 January 2025 per night in return for hospitality where a teaching staff member stays privately.

b) Transport allowances are payable where a teaching staff member is required to use their own vehicle in accordance with the current, relevant Southern Institute of Technology Policy and Procedure. Travel expenses will also be reimbursed when teaching staff are required to travel from their agreed base to another site for teaching or administration purposes.

c) Other instances where actual and reasonable expenses will be reimbursed include:
   I. The cost of a modest meal up to $23.84 from the date of ratification 2024 and $24.79 from 1 January 2025 where the agreed teaching and/or duty requirements span two meal breaks.

d) In specific instances where programme development necessitates a teaching staff member upskilling, and this is identified as a practical option by the Institution, a minimum of 50% of course costs will be reimbursed.

Section 3 - Work Defined

3.1 Work

3.1.1 In any event no staff member will be required to teach on more than 185 days or more than 825 hours in any year with no more than 300 hours in any quarter abated by any leave days. The 825 hours may include, in varying proportions, the functions of a Learning Manager and teaching staff member. For part-time teaching staff the maximum teaching hours in any quarter shall normally be no greater than 36 percent of a teaching staff member's annual timetabled teaching hours. The maximum teaching hours for a Tutorial Assistant will be 1,000.

3.1.2 The maximum teaching hours for a teaching staff member with less than one year of full time teaching experience shall be 742.5 (0.9 x 825). Any teaching staff member who has less than one year of full time teaching experience shall have their Annual Plan agreed taking into account their individual induction and training needs. The Annual Staff Development/Appraisal for such a teaching staff member must include a written report of their progress.

3.1.3 Workload Review Committee

a) A Workload Review Committee shall be established to deal with concerns related to the quantum of workload unable to be resolved within the faculty.
b) The Workload Review Committee shall consist of four people being a nominee of the CEO, a nominee of the Section Head/HoF concerned, a nominee of TEU and a nominee of the teaching staff member(s) concerned.
c) A separate voting chairperson may be appointed.
d) The Workload Review Committee will be required to take into account appropriate contractual provisions in its deliberations, and consider submissions from teaching staff member(s) about workload and or workload issue.
e) The Workload Review Committee shall be constituted as set out in subclause 3.1.3 (b), where:
    . Committee discussions are without prejudice and in confidence.
    . Invitations may be extended to other parties to advise the committee in its deliberations.
    . The committee will determine the frequency and length of meetings.
    . The parties shall negotiate a report back date. Such report to contain a finding where possible and/or recommendations for resolving the workload issue.
    . The initial submission will be in writing. The committee may seek further oral and written submissions.
    . All submissions will be given full and thorough consideration by the Committee.
f) The Final Report of the Committee will be provided to the parties.
g) In making a determination in respect of that teaching staff member(s) workload, the committee will attempt to resolve the issue through discussion with the parties concerned.
h) In the event of the initial concern not being resolved by this process, the CEO shall review the matter and make a final decision

3.2 Hours of Work

The parties acknowledge the professional responsibility of teaching staff members to discharge the obligations of the position subject to:

3.2.1 Weekly Duty Hours

a) No teaching staff member shall undertake more than 36 hours of duty in any one week; and, unless the staff member agrees or any conditions of employment agreed to at the time of their appointment otherwise specify, the staff member shall not be required to be on duty for more than 34 hours in any one week. However staff members engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year.

3.2.2 Annual Plan

a) The annual plan will be 52 weeks with all leave (including annual, statutory and teaching staff discretionary leave) and work arrangements, training, professional development, curriculum writing and research incorporated. This plan should be lodged by 28 March each year but may be subject to revision should operational or workload circumstances change.

3.3 Training and Development

3.3.1 Staff Development/Appraisal Process

a) All teaching staff and managers at Southern Institute of Technology will participate in an annual staff development/appraisal process.
b) Managers will make all reasonable efforts to ensure that individual training and development needs identified by this process are met and may include directed Professional Development
c) Any teaching staff member who is dissatisfied with the outcome of their appraisal will have the right to request Southern Institute of Technology to undertake a review of that outcome.

3.3.2 Professional Development

Teaching staff shall be allocated 10 duty days for approved development activities in each full year for which they are employed (with pro-rata reductions for less than a full year's service) provided:

a) the teaching staff member submits a proposed programme of development activities which account for this time or its equivalent;
b) Southern Institute of Technology approves such programme, but such approval shall not be unreasonably withheld;
c) reasonable notice is given of proposed activities, and the timing of the programme is made with due regard to Southern Institute of Technology's operational requirements.

3.3.3 Provided that the requirements of subclause 3.3.2 of this clause are met the following activities shall be approved as part of a programme:

a) attending staff development or training programmes sponsored or run by Southern Institute of Technology.
b) attending work related conferences.
c) undertaking work related study.

3.3.4 Southern Institute of Technology may allocate a grant of up to $1,250.00 towards actual and reasonable expenses. In specific instances where programme delivery necessitates a teaching staff member to upskill, and this is identified as a practical option by the Institute a minimum of 50% of course costs will be reimbursed.

3.3.5 Professional development days and the monetary grant may be accumulated for up to 2 years in special circumstances according to any conditions which may be agreed between Southern Institute of Technology and the teaching staff member.

3.3.6 Details of professional development activities to be undertaken by teaching staff will be recorded.

3.3.7 Any staff being required to change mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.

3.3.8 Professional development opportunities will be provided to ensure transition into e-education is informed by relevant e-education literature, pedagogy and standards of good practice.

3.4 Reviews

3.4.1 A staff member whose position has been made redundant shall be compensated for the loss of employment on the basis of 12% of current salary for the first completed year of service, and 4% for each subsequent completed year of service to a maximum of 19 years. Part-time work prior to tenured or limited tenure employment shall generate service in this instance at the rate of 825

hours being regarded as one year. Amounts less than 825 teaching hours for part-time or less than a full year for tenured or limited tenure staff will be calculated on a pro-rata basis.

Section 4 - Leave and Holidays

4.1 Discretionary Leave

4.1.1 Teaching staff will be entitled to four weeks leave per year to be used at the staff member's discretion, with the following exceptions:

a) Up to three weeks in each of the first two years of employment for initial teaching staff training.

b) Where the teaching staff member is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the Institution's formal staff development/appraisal procedures.

c) For teaching staff who teach primarily in courses leading to degrees and whose duties include research, discretionary leave may be individually negotiated out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days and the maximum timetabled teaching hours for each quarter of the year will be 175 not 300.

4.1.2 Unless the teaching staff member agrees discretionary leave will be used in blocks of not less than one week and will be timed with regard to the operational requirements of the institution.

4.1.3 For teaching staff with short service discretionary leave will be calculated on a pro-rata basis.

Section 5 - Remuneration

5.1 Remuneration

5.1.1 Initial salaries will be set by Southern Institute of Technology taking into account:

a) relevant work and practical experience

b) qualifications

c) teaching experience

d) recruitment and retention.

5.1.2 The minimum starting salary for a full-time teaching staff member shall be step T1/01. Automatic annual increments shall be paid until step 9 subject to satisfactory annual performance. Progression from T1/09 is dependent upon the staff member attaining a Certificate in Tertiary Teaching (Level 5 60 credits) or equivalent.

To achieve equivalency a staff member must provide evidence of having attained a minimum of:

a) Completion of Tutor Training as provided by Christchurch Polytechnic, Central Institute of Technology and Auckland Institute of Technology.

b) National Certificate in Adult Teaching.

Other programmes may be recognised by being assessed through the RPL process.

This is not applicable to staff employed prior to 01 September 2003 who will receive automatic annual increments until the top of the scale, subject to satisfactory annual performance.

No tutor shall be precluded from completing the compulsory requirements for the Certificate in Adult Teaching because of teaching commitments within the first two years of employment. The employer shall also use best endeavours to ensure compulsory courses will not be cancelled. The employer shall arrange for suitable replacement staff to cover these periods as required.

5.1.3 The annual salary review process shall be implemented in June each year and shall be undertaken according to SIT's Remuneration Progression Document (19 March 2004) which is available on SIT's intranet.

This document should be read in association with Factors Characterising T1, T2 and T3 Teaching Staff (19 March 2004) which is also available on SIT's intranet.

All applications will be made on the forms Remuneration Progression, Accelerated Movement within T1, Movement to T2 and Remuneration Progression, Movement within T2/T3 Movement to T3. The forms will be made available on line for all staff during the remuneration progression period.

For the term of this Collective Agreement a minimum of 20% per year of people at the top of T1 shall be promoted to T2 thereafter a minimum of 10% per year shall be promoted.

Training for all academic staff on the policies and procedure for academic promotions and progression will be provided in December 2007 and thereafter in January of each year.

5.1.4 Part-time teaching staff will be paid the proportion of the full-time salary as defined in their letter of appointment.

Movement within T2 and T3 shall be no less than $1200.

5.1.5 Casual / hourly paid teaching staff and tutorial assistants will be paid an hourly rate set out in the following scales. Pay rates and workload will reflect the rate of pay received by a full-time teaching staff member undertaking the same or similar duties. Casual / hourly paid teaching staff will be paid for any teaching and non-teaching duties agreed at the time of appointment.

5.1.6 On resignation, payment will be made for outstanding annual and/or discretionary leave owing.

5.2 Salary Scales

5.2.1 The scales of Teaching Staff 2 and teaching Staff 3 will introduce steps into the ranges. There will be $1,500 separating each step before reaching the top of the respective scale.

5.2.2 A working party will be set up to develop an agreed process for progression in Teaching Staff 2 and Teaching Staff 3 scales in 2022.

5.2.3 Effective from the below dates the following increases will apply to all salary scales:

	2023 Annual salary Rates	2023 Hourly Rates	2024 Annual salary Rates	2024 Hourly Rates	2025 Annual salary Rates	2025 Hourly Rates
TUTORIAL ASSISTANT						
TA01	$43,105	$29.21	$44,829	$30.38	$46,622	$31.60
TA02	$44,911	$30.44	$46,707	$31.66	$48,575	$32.93
TA03	$46,720	$31.66	$48,589	$32.93	$50,533	$34.25
TA04	$48,239	$32.69	$50,169	$34.00	$52,176	$35.36
TA05	$50,336	$34.12	$52,349	$35.48	$54,443	$36.90
TA06	$52,140	$35.32	$54,226	$36.73	$56,395	$38.20
TA07	$53,949	$36.55	$56,107	$38.01	$58,351	$39.53
TEACHING STAFF 1						
T1/01	$59,408	$40.25	$61,784	$41.86	$64,255	$43.53
T1/02	$62,640	$42.44	$65,146	$44.14	$67,752	$45.91
T1/03	$64,988	$44.03	$67,588	$45.79	$70,292	$47.62
T1/04	$67,340	$45.62	$70,034	$47.44	$72,835	$49.34
T1/05	$69,687	$47.21	$72,474	$49.10	$75,373	$51.06
T1/06	$72,038	$48.81	$74,920	$50.76	$77,917	$52.79
T1/07	$74,388	$50.40	$77,364	$52.42	$80,459	$54.52
T1/08	$76,738	$52.00	$79,808	$54.08	$83,000	$56.24
T1/09	$78,333	$53.07	$81,466	$55.19	$84,725	$57.40
T1/10	$80,663	$54.66	$83,890	$56.85	$87,246	$59.12
T1/11	$82,990	$56.23	$86,310	$58.48	$89,762	$60.82
TEACHING STAFF 2						
Minimum	$85,259		$88,669		$92,216	
Maximum	$98,907		$102,863		$106,978	
TEACHING STAFF 3						
Minimum	$98,907		$102,863		$106,978	
Maximum	$106,851		$111,125		$115,570	

SIT Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as SIT.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave Provisions
Section 3	Allowances and Expenses
Section 4	Organisational Change

Section 1 - Overtime Rates

1.1 Overtime provisions are set out in Part C, Section 4.

1.1.1 Overtime worked will, with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, paid as follows:

a) Overtime shall be paid (after a minimum of 30 minutes overtime) at time and a half (T1½) for the first three hours, and double time thereafter, except that double time (T2) shall be paid for all overtime worked as follows:

I. Sundays and;

II. Public Holidays

Section 2 - Leave Provisions

2.1 Special Leave

2.1.1 The employer may grant special leave, with or without pay, on such terms and conditions as the employer decides.

2.2 Long Service Leave

2.2.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 10 years' continuous service: 2 weeks

b) After 15 years' continuous service: 2 weeks

c) After 20 years' continuous service: 2 weeks

d) After 25 years' continuous service: 2 weeks

2.2.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.2.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 3 - Allowances And Expenses

Southern Institute of Technology will reimburse kaimahi for actual and reasonable expenses incurred in the course of normal duties. Such expenses will be authorised in advance wherever practicable. The parties agree that kaimahi should not have to incur personal costs as a result of the requirements of the Institution under the circumstances described in this part of this Agreement.

3.1 Travel expenses and allowance

3.1.1 When teaching staff are required to travel within New Zealand or overseas on official business, including attendance at conferences, accommodation and related expenses will be paid in accordance with the current, relevant Southern Institute of Technology Policy and Procedure. Claims may include an allowance of $58.15 from the date of ratification 2024 and $60.48 from 1 January 2025 per night in return for hospitality where a teaching staff member stays privately.

3.1.2 Transport allowances are payable where a teaching staff member is required to use their own vehicle in accordance with the current, relevant Southern Institute of Technology Policy and Procedure. Travel expenses will also be reimbursed when teaching staff are required to travel from their agreed base to another site for teaching or administration purposes.

3.2 Meal reimbursement

3.2.1 Other instances where actual and reasonable expenses will be reimbursed include the cost of a modest meal up to $23.84 from the date of ratification 2024 and $24.79 from 1 January 2025 where the agreed teaching and/or duty requirements span two meal breaks.

3.3 Professional Development Expenses

3.3.1 The employer may allocate a grant of up to $1,000 towards actual and reasonable agreed professional development expenses.

Section 4 - Organisational Change

4.1 See Part A, Section 12 for organisational change provisions.

4.2 Redundancy payment

4.2.1 Where kaimahi positions are confirmed as redundant and all previous options have been explored for on-going employment within the employer without success, the employer will pay redundancy to kaimahi in accordance with the calculation below:

a) Payment will be made in accordance with the following:

I. 16 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and

II. percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

III. where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

4.2.2 Outstanding annual leave and long service leave shall be separately cashed up.

4.3 Enhanced Early Retirement

4.3.1 This option provides for kaimahi to be paid the money available under the severance option which may, if kaimahi wish, be used to make up the annual superannuity payable. Kaimahi are eligible if they are 50 years of age or more and have 10 years' total service at Southern Institute of Technology.

4.3.2 Services does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. Enhanced early retirement may be made available at the discretion of the employer at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment or reassignment.

Tai Poutini Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as the Tai Poutini Polytechnic (TPP) and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Interpretation and General Definitions
Section 2	Remuneration
Section 3	Placement and Progression within the Salary Range
Section 4	Allowances, Expenses and Grants
Section 5	Hours of Work
Section 6	Training and Professional Development
Section 7	Appointments
Section 8	Leave
Section 9	Organisational Change
Schedule A	Salary Scales
Schedule B	Teaching Characteristics
Appendix 1	Examples of Industry Involvement

Section 1 - Interpretation and General Definitions

1.1 Definitions

1.1.1 Academic Staff Assistant (ASA)"
means a person employed to assist the learning process by teaching under the supervision and direction of an ASM. The actual work performed by ASAs will be those tasks ASMs deem appropriate to delegate, provided that the assessment of students, learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.

1.1.2 “Available”
means that the staff member shall be onsite and engaged in duties of the position during normal working hours. Working off-site requires consent from the staff member’s manager.

1.1.3 "Casual Staff Member"
means an employee who has no set hours or days of work and who is normally asked to work as and when required. Each engagement undertaken by the casual employee is a standalone employment arrangement and, the employment shall be at an end at the completion of the work required.

1.1.4 “Continuous Service”
includes all periods of paid leave and parental leave and is not broken by but does not include any approved leave without pay and/or breaks of not more than three months between employment with Tai Poutini Polytechnic.

1.1.5 "Employer"
means the Chief Executive of the Tai Poutini Polytechnic or any person delegated to act on their behalf.

1.1.6 "Employee"
means any person employed as an ASM or ASA as defined herein by the Tai Poutini Polytechnic and who is covered by this Collective Agreement.

1.1.7 “Non-Teaching Academic Staff Member”
is defined as a staff member who teaches less than 85 Timetabled Teaching Hours per annum.

1.1.8 "Polytechnic"
in the context of this Agreement means the Tai Poutini Polytechnic.

1.1.9 "Service"
shall mean current continuous service with the Tai Poutini Polytechnic. In relation to sick leave provisions, service for those employees who were employed with Tai Poutini Polytechnic prior to 1 January 2000, shall include education service previously recognised by the employer immediately prior to this Agreement coming into force.

1.1.10 "Teaching Day"
means any duty day on which teaching is timetabled to occur.

1.1.11 “Tenured”
means a fulltime or part-time appointment not restricted by a specified time constraint.

Section 2 - Remuneration

2.1 Salary

2.1.1 Statement of Intent

a) The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition of professional practice, skills and attributes.

b) ASMs and ASAs covered by this Agreement shall be paid salaries in accordance with the Schedule A of this Agreement, for the duties in which they are engaged. The remuneration received by the employee pursuant to this Agreement is based on a 365 day year and shall be deemed to compensate fully the employee for all time worked in performing the duties under this Agreement.

Section 3 - Placement And Progression Within the Salary Range

3.1 Starting Salaries

3.1.1 Employees appointed to the Polytechnic for the first time will be appointed to the relevant salary scale taking into account the agreed starting salary Policy and Procedure.

3.2 Part-time ASMs

3.2.1 Part-time ASMs shall be paid a pre-determined proportion of a fulltime ASM's salary.

3.3 Casual / hourly paid Staff Members

3.3.1 Casual / hourly paid staff members shall be paid at a pre-determined rate from those rates set out in Schedule A of this Agreement for every hour of work for which they have been employed, provided that when an hour of work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour.

3.3.2 Casual / hourly paid staff member rates shall be derived from the corresponding fulltime Academic Staff Assistants (ASA) and Academic Staff Members (ASM) salary steps contained at Schedule A by using the following calculation: Divide the annual salary at the same step by 1,570 (this is the notional number of duty hours in a year – calculated on the basis of working weeks (52 minus annual leave and public holidays) 43.6 weeks x 36 hours per week) to derive a base hourly rate and then subtract 0.8% (to remove holiday pay element) to derive the paid rate. [Actual paid rates will include the re-addition of 0.8% of the base hourly rate and is to be shown separately as holiday pay].

3.3.3 The above calculation is to be applied individually to each step whenever Schedule A is updated and changes are made to ASA and ASM step rates. In respect to deriving casual / hourly paid rates the method of applying a generic percentage increase to existing rates is not to be used.

3.4 Increments - ASMs

3.4.1 An ASM will progress one step on the ASM scale after completing one years' service until reaching step ASM-08

3.4.2 An ASM upon reaching ASM-08 will hold the National Certificate in Adult Education Level 5 or equivalent, before being able to progress further on the ASM scale or apply to the promotions committee to move onto the SASM scale. An ASM who does not hold the National Certificate in Adult Education Level 5 or equivalent will not be able to progress up the ASM scale further than ASM-08.

3.4.3 If because of exceptional circumstances (e.g. operational requirements or not being able to access clause 10.8) the ASM has been prevented from completing the qualification, progression will occur that year.

3.5 Increments - Casual ASMs

3.5.1 A casual ASM's remuneration will be reviewed annually.

3.6 Double Increments

3.6.1 A double increment or advanced increment date may be approved by the employer in recognition of the need to provide for:

a) recognition of meritorious performance;
b) equitable salary relativities within the polytechnic;
c) retention.

3.6.2 The new increment date is from the effective date of the double or advanced increment.

3.7 Withholding of Increments

3.7.1 The employer may withhold an increment in salary to any ASM whose performance for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the ASM concerned of the decision and the reasons for it.

3.8 Promotion from ASM to SASM

I. 3.8.1 Staff promoted to SASM will be those who are experienced educators (teaching or non-teaching) with a proven track record of consistently meeting professional standards as exemplified by the ASM characteristics shown in Schedule B, and which have formed the basis of the past year's performance appraisal process, and who are ready to meet the challenges of meeting the standards exemplified by the SASM characteristics.

3.8.2 Staff progressing from ASM to SASM must achieve all of the following:

a) Teaching ASMs must:
   I. Hold the National Certificate in Adult Education – Level 5 or equivalent.
   II. Hold a qualification one NZQA or equivalent level above that being taught, or be actively engaged in gaining such a qualification. Applications outside of these criteria may be made in exceptional circumstances, e.g. where there are no such advanced qualifications available.
   III. Demonstrate evidence of the Schedule B ASM characteristics particular to their role as identified in their current performance appraisal.

b) Non-teaching academic staff must:
   I. Hold an appropriate qualification or relevant experience for the position they hold.
   II. Demonstrate evidence of the Schedule B ASM characteristics particular to their role as identified in their current performance appraisal.

3.8.3 A promotions committee will meet in September of each year to consider applications for promotion to SASM. This committee will consist of a General Manger, the HR Manager (as Co-ordinator and process adviser), one HOD and an existing SASM staff member (elected by the SASM staff members).

3.8.4 Staff who meet the requirements of paragraph 3.8.2 who wish to apply for promotion to SASM should apply in writing by August 31, with the following supporting information:

a) A copy of the performance appraisal report from the past year; and
b) A self-reflective summary of how they consider their practice meets the broad characteristics indicated in Schedule B-ASM particular to their role and as identified in their performance appraisal presented on the pro-forma guidelines available from the HR Manager.
c) A verification report from their manager

3.8.5 The promotions committee will consider all applications and make recommendations to the Chief Executive.

3.9 Promotion within SASM

3.9.1 Staff who are promoted within SASM are expected to demonstrate:

a) self reflective practice,
b) mentoring to ASM staff; and
c) a commitment to on-going professional development.

3.9.2 A promotions committee will meet in May of each year to consider applications for promotion within SASM. This committee will consist of a General Manager, the HR Manager (as Co-ordinator and process adviser), one HOD and an existing SASM staff member (elected by the SASM staff members).

3.9.3 Staff who wish to apply for promotion within SASM should apply in writing by 30 April with the following supporting information:

a) A short self-reflective summary of how they consider their practice continues to meet the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B-ASM, and is progressively demonstrating the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B- SASM. These should be presented on the proforma guidelines available from the HR Manager;
b) The previous year's professional development outcomes: and
c) A copy of the performance appraisal from the past year.
d) A verification report from their line manager.

3.9.4 The promotions committee will consider all applications and make recommendations to the Chief Executive.

3.10 Promotion to and within Principal Academic Staff Member (PASM)

3.10.1 Staff who are seeking promotion to and within PASM are expected to demonstrate:

a) Self-reflective practice,
b) mentoring to ASM and SASM staff; and
c) a commitment to on-going professional development.

3.10.2 A promotions committee will meet in May of each year to consider applications for promotion to and within PASM. This committee will consist of up to six people:

a) A General Manager or HOD; the HR Manager (as Co-ordinator and process adviser); an existing PASM staff member (elected by the PASM staff members) and at least, one invited member from within the NZ Tertiary Sector (these members will be non-TPP staff and must hold appropriate senior academic status).

3.10.3 Staff who wish to apply for promotion to and within PASM should apply in writing by 30 April with the following supporting information:

a) A short self-reflective summary of how they consider their practice continues to meet the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B-SASM, and how they are progressively demonstrating the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B- PASM. These should be presented on the proforma guidelines available from the HR Manager and include;
b) The previous year's professional development outcomes:
c) A copy of the performance appraisal from the past year; and
d) A verification report from their line manager.

3.10.4 The promotions committee will consider all applications and make recommendations to the Chief Executive.

3.11 Outcome

3.11.1 All employees who make an application in association with clause 3.9 and 3.10 and will be notified of the outcome. Where the application is declined, reasons will be provided.

3.12 Appeals

3.12.1 A request for an appeal should be made to the committee within 30 days of the receipt of the outcome. Appeals against the decision in relation to their application may be lodged on the grounds that the procedures outlined were not followed.

3.13 Special Responsibilities Allowance

3.13.1 For ASMs with an increased workload due to holding special responsibilities as referred to in Part A, Section 10, the maximum timetabled teaching hours will be reduced by an amount determined by the employer and which is consistent with the need to maintain a ASM's workload at a reasonable level.

3.14 Payment of Salary

3.14.1 Recovery of Amounts Owing
The employer shall have the right to reasonably recover by deduction from payment of salary any debt owed to the employer or other amount for overpaid salary or allowance, provided that the employee is informed in advance in writing of the reason for and the amount of the deduction.

Section 4 - Allowances, Expenses and Grants

4.1 Reimbursements

4.1.1 Travelling Expenses - An employee will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf.

4.1.2 Where employees are required by the employer to travel extensively in the course of their teaching duties, a separate policy will be developed, in consultation with staff, to cover such issues as teaching load and duty requirements.

4.1.3 Entertainment and Hospitality Expenditure

a) Entertainment and Hospitality expenditure must meet the requirements of the Auditor General guidelines on sensitive expenditure.
b) Entertainment and Hospitality can cover a range of items from tea, coffee and biscuits to catering such as meals and alcohol. It also includes non-catering-related items such as entity funded entry to a sporting or cultural event
c) When a staff member is required to attend a meeting during which they may be required to provide entertainment and hospitality, prior agreement should be gained from their manager as to the appropriate method of payment and or reimbursement.

4.2 Overnight Allowance

4.2.1 Staff who are directed to be away from their normal place of work on Polytechnic business may claim a minimum allowance of $12.16 from date of ratification 2024 and then $12.65 with effect from 01 January 2025 per day whilst away from home in New Zealand which will include the days

of travel to and from their destination. For travel overseas, the amount will be negotiated prior to the time of travel. This allowance does not apply to staff whose primary role includes overseas travel.

4.2.2 This allowance will be paid without receipts.

4.3 Reimbursement for changing eyesight

4.3.1 Employees shall, where work involves significant use of a VDU, provide the results of any optometric test to enable monitoring of eyesight and be reimbursed as follows:

a) corrective lenses, if these are necessary for VDU work and are prescribed; reimbursement will be a maximum of $172.01 from the date of ratification 2024 and $178.89 with effect 1 January 2025) for single vision, clear glass lenses or contact lenses. Optional features will not be reimbursed. This may be claimed at the time when any new prescription lenses are required.

b) a once only contribution of $114.28 from the date of ratification 2024 and $118.85 with effect 1 January 2025) towards the cost of the first frame will be made.

Section 5 - Hours of Work

5.1 Hours of Work

5.1.1 Employees shall work such hours as may be reasonably required to enable them to properly fulfil their duties. The hours of work may vary during the academic year though the employer will attempt to spread the teaching load evenly throughout the year. During high workload periods this may require the employees to do marking or lesson preparation outside of normal working hours. Refer to Definitions within Section 1 of this Schedule for the definition of Duty and Duty Day.

5.1.2 Employees are to be available for 36 hours duty a week between the hours of 8.00am and 9:30pm, Monday to Friday inclusive. Within the total weekly hours, employees may be required to be available for up to eight hours a week after 5.00pm and on no more than two nights a week. An employee may work further evenings by mutual agreement with the employer in which case time in lieu on an hour for hour basis will be granted during the week.

5.1.3 Fulltime employees may be required to teach up to 800 timetabled teaching hours per academic year. The weekly contact hours shall not exceed 24 (pro rata for part-time employees), with reductions in timetabled teaching to allow for workload factors in subclause Part B Section 2.2.4 special responsibilities and the demands of different teaching programmes.

5.1.4 For full time employees within the maxima described in 5.1.3, TTH will vary in recognition of different teaching activities and other workload factors.

5.1.5 The employee can agree to work:

a) ASMs, Lead ASMs 287TTH

b) Academic Staff Assistants 335TTH

per quarter i.e. the year 01 February to 31 January divided into four equal periods.

5.2 Employees on First Appointment

5.2.1 No employee on first appointment who has less than one year of full time equivalent tertiary teaching experience shall undertake more than 720 hours of timetabled teaching during the first year of appointment.

5.2.2 The 160 hours of time made available to first year employees shall be used for the purpose of

gaining credits towards the National Certificate in Adult Education (level 5) or other Professional Development as agreed in writing by their manager. This applies to all new staff appointed after 01 May 2006.

5.3 Non-Teaching Duty Time

5.3.1 In keeping with the requirements of Part B 2.3.1, 6.1.1 below and Section 8 below, each full time employee will have up to five weeks of non timetabled time during which they will be available for administration and other duties including:

a) Research and preparation of teaching notes and materials
b) Professional up-skilling and training days
c) Preparation of Student Information books
d) Preparation of course workbooks
e) Course development
f) Audit activities
g) Reporting and review
h) Industry liaison
i) Marketing and recruitment
j) Staff mentoring (T2 staff)
k) Pastoral care

Except where the employer directs as follows:

a) Up to two weeks for initial educator training as provided in Section 6 below.
b) For assistance of any employee who is identified by the polytechnic's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards.

5.3.2 Employees may apply, using the leave forms, to the Chief Executive or delegated manager to be absent during this period for the following purposes:

. Further professional development
. Special leave under clause 8.3 of this Schedule
. Engagement with industry as per the examples in Appendix 1

5.3.3 Where such absence would not adversely affect the normal operation of the polytechnic permission would not be unfairly or unreasonably withheld.

Section 6 - Training And Professional Development

6.1 Professional Development

6.1.1 Fulltime ASMs shall be allocated 10 duty days for approved professional development activities in each full year for which they are employed, subject to:

a) The submission by the ASM of a proposed programme of professional development activities which accounts for this time or its equivalent;
b) The approval by the employer for such programmes, but such approval shall not be unreasonably withheld;
c) Reasonable notice being given of proposed professional development activities, and the timing of the programme being made with due regard to the polytechnic's operational requirements.

6.1.2 Provided that the requirements of 6.1.1 c) of this clause are met the following activities shall be approved as part of a programme:

a) attending staff development or training programmes sponsored or run by the polytechnic;
b) attending work related conferences and meetings;
c) undertaking work related study of not less than two weeks.

6.1.3 If, in the opinion of the employer, a proposed programme of professional development activities is inappropriate, or if a proposal is not submitted, the employee may be required to undertake such training as the employer directs for any part or all of the 10 days so affected.

6.1.4 The employer may allocate a grant in aid towards expenses incurred to undertake an approved programme of Professional Development. This grant shall normally be up to $1,500 except where a staff member is required to undertake a programme of Professional Development in which case all costs incurred shall be met by the employer.

6.1.5 Professional development days may only be carried forward from year to year with the prior written approval of the employer.

Section 7 - Appointments

7.1 Academic Staff Assistants

7.1.1 The terms and conditions contained in this Agreement shall apply to ASAs unless otherwise specifically provided.

7.1.2 No existing staff member shall be displaced by the appointment of an ASA.

Section 8 - Leave

8.1 Annual Leave

8.1.1 ASMs, both full time and part-time, will be entitled to six weeks annual leave in each year.

8.1.2 Non-teaching academic staff are eligible for five weeks annual leave each year.

8.2 Annual Leave for Employees with Short Service

8.2.1 Employees who have less than 12 months paid service in any year, as a result of a late start or an early finish or a period of leave without pay of more than five working days, shall receive the accrued portion of their annual leave entitlement.

8.2.2 Employees with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.

8.3 Special Leave with Or Without Pay

8.3.1 Special leave of up to two years, with or without pay, may be granted to the employee, at the employer's discretion.

8.4 Wellness Day

8.4.1 An employee will be entitled to one (1) day per year designated as a wellness day which will be debited to the employee's sick leave balance; therefore the employee must have a credit balance before they are able to take this leave.

8.5 Research and Study Leave

8.5.1 Research and Study Leave is at the discretion of TPP and refers to leave from teaching and administration duties to undertake a period of approved research which will inform the lecturer's teaching. Leave may be taken as blocks of time or as a reduction in weekly timetabled class contact time.

Section 9 - Organisational Change

9.1 Redeployment on a trial basis

9.1.1 An employee who is under notice of redundancy and has been offered redeployment has an option to agree to a trial period of 3 months in the redeployed position ("trial redeployment"). The trial redeployment runs for a period of 3 months commencing from the date the employee commences employment in the redeployed position.

9.1.2 The employer will use the trial redeployment as an opportunity to assess the viability of the position into which the employee has accepted trial redeployment and the employee's ability to carry out the duties of the redeployed position.

9.1.3 The parties may agree to an extension of the trial redeployment for retraining purposes ("extended period"). Any agreement for an extended period must:

a) Be in writing and signed by both parties; and

b) Specify the date on which the extended period ends.

9.1.4 If the employee works beyond the trial redeployment or an extended period the employee will be deemed to have accepted employment in the redeployed position and will no longer be entitled to their severance payment.

9.1.5 Notwithstanding a) above either party may terminate the trial redeployment or extended period, at any time prior to the expiry of the trial period ("early termination").

9.1.6 Where either party effects early termination under e and except where the early termination is as a result of the employee's conduct, the employee will be entitled to the severance payment they would have received had the employee not accepted the trial redeployment.

Schedule A

Effective from the below dates the following increases will apply to all salary scales:

RATE OF PAY				
		1-Jan-23	1-Jan-24	1-Jan-25
		4%/5%	4%	4%
PRINCIPAL ACADEMIC STAFF MEMBER (PASM)				
	PASM – 23	$116,761	$121,431	$126,288
	PASM – 22	$112,642	$117,148	$121,834
	PASM – 21	$108,524	$112,865	$117,380
	PASM – 20	$104,407	$108,583	$112,926
	PASM – 19	$100,287	$104,298	$108,470
SENIOR ACADEMIC STAFF MEMBER (SASM)				
	SASM – 18	$96,830	$100,703	$104,731
	SASM – 17	$94,076	$97,839	$101,753
	SASM – 16	$91,514	$95,175	$98,982
	SASM – 15	$88,952	$92,510	$96,210
	SASM – 14	$86,392	$89,848	$93,442
	SASM – 13	$83,829	$87,182	$90,669
SASM TUTORS - Minimum	**SASM – 12**	$81,386	$84,641	$88,027
ACADEMIC STAFF MEMBER (ASM)				
ASM TUTORS - Maximum	**ASM - 11**	$77,338	$80,432	$83,649
	ASM – 10	$74,922	$77,919	$81,036
	ASM – 09	$72,651	$75,557	$78,579
	ASM – 08	$70,384	$73,199	$76,127
	ASM – 07	$68,116	$70,841	$73,675
	ASM – 06	$65,847	$68,481	$71,220
	ASM – 05	$63,575	$66,118	$68,763
	ASM – 04	$61,307	$63,759	$66,309
	ASM – 03	$59,037	$61,398	$63,854
	ASM – 02	$55,916	$58,153	$60,479
ASM TUTORS - Minimum	**ASM – 01**	$52,795	$54,907	$57,103
ACADEMIC STAFF ASSISTANT (ASA)*				
	ASA – 08	$47,276	$49,167	$51,134
	ASA – 07	$45,584	$47,407	$49,303
	ASA – 06	$43,888	$45,644	$47,470
	ASA – 05	$42,191	$43,879	$45,634
	ASA – 04	$40,496	$42,116	$43,801
	ASA – 03	$38,804	$40,356	$41,970
	ASA – 02	$37,106	$38,590	$40,134
	ASA – 01	$35,412	$36,828	$38,301

HOURLY PAID STAFF MEMBERS				
		1-Jan-23	1-Jan-24	1-Jan-25
PASM				
Maximum		$68.46	$71.20	$74.05
Minimum		$58.81	$61.16	$63.61
SASM		$0.00	$0.00	$0.00
Maximum		$56.78	$59.05	$61.41
Minimum		$47.74	$49.65	$51.64
ASM				
	8	$41.29	$42.94	$44.66
	7	$39.96	$41.56	$43.22
	6	$38.64	$40.19	$41.80
	5	$37.30	$38.79	$40.34
	4	$35.97	$37.41	$38.91
	3	$34.65	$36.04	$37.48
	2	$32.81	$34.12	$35.48
	1	$30.99	$32.23	$33.52
ACADEMIC STAFF ASSISTANTS*				
ASA	5	$27.74	$28.85	$30.00
	4	$26.75	$27.82	$28.93
	3	$25.77	$26.80	$27.87
	2	$24.77	$25.76	$26.79
	1	$23.78	$24.73	$25.72
GRANDPARENTED SALARIES				
	ASM-14	$82,752	$86,062	$89,504
	ASM-13	$80,410	$83,626	$86,971
	ASM-12	$78,045	$81,167	$84,413

Schedule B

Teaching Characteristics

ASM

ASM staff are expected to assume responsibility for the quality of their own outcomes in so far as they relate to the dimensions of practice identified below.

They should:

1. Be competent in their discipline/subject area.
2. Implement and develop programmes and learning (respond to feedback).
3. Apply effective communication skills in learning situations related to their discipline.
4. Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5. Contribute to the development of and implement programmes for the assessment of student learning.
6. Recognise student learning difficulties and arrange for appropriate support.
7. Evaluate and reflect on own practice in order to identify directions and strategies for development.
8. Demonstrate commitment to ongoing professional development both within their discipline and as an educator

a) initiate and respond to feedback from students and/or peers
b) plan and implement programmes for professional development.

9. Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11. Be able to contribute to the effective outcome of work teams.
12. Participate in the broader professional and academic life of the institution.
13. Discharge administrative responsibilities.
14. Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15. Practise within the policy framework and legislative obligations of the Polytechnic.

SASM

A Senior Academic Staff Member (SASM) is expected to take responsibility for the quality of their own outcomes in so far as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASM Staff who are developing the identified skills and attributes and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM positions.

They should:

1. Be able to demonstrate advanced standing in their discipline/subject area.
2. Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3. Apply effective communication skills in diverse learning situations.
4. Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5. Select and apply strategies to enable students to develop as independent learners.
6. Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7. Be able to identify student learning difficulties and plan and implement strategies for improvement.
8. Design and implement small scale research into effective teaching and/or learning within own discipline.
9. Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10. Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
    a) initiate and respond to feedback from students and/or peers
    b) plan and implement programmes for professional development.
11. Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13. Take responsibility for the effective outcome of work teams.
14. Actively contribute to the broader academic and professional life of the institution.
15. Discharge administrative responsibilities.
16. Practise within the policy framework and legislative obligation of the Polytechnic.
17. Demonstrate professional activities which contribute in a positive way to the reputation of the polytechnic/profession e.g. research, consultancy, publication.
18. Actively support and contribute to the objectives, direction and operation of their department and the Polytechnic.

PASM Characteristics

To achieve PASM status applicants will need to demonstrate to the PASM panel that they fit a *holistic description of a PASM, rather than meeting narrow performance criteria. The following statements describe what a PASM means at TPP and reflect the significance the Institute ascribes to PASM status.

Principal Academic Staff Members:

1. are education professionals who have attained the highest standards of quality in their practice, have set an example of excellence in what they do, share their wisdom and expertise with their colleagues, contribute significantly to the Institute and the community; and
2. have extensive successful experience as an educator in the tertiary sector; and
3. demonstrate a high level of scholarship with published research an added advantage;
4. have a Master's degree or equivalence. Equivalence equates to: a Bachelor's degree with post graduate qualification or vocational equivalence; or work equivalence measured against NZQA Level 9 descriptors.
5. lead curriculum development or educational innovation; and
6. are respected for their leadership and collegial support; and
7. have demonstrated standing in their discipline.

Explanation of holistic

**A view that all of the components identified above or the whole system of beliefs must be considered rather than simply the individual components.*

Appendix 1 – Examples Of Industry Involvement

EXAMPLES OF EMPLOYEES BEING 'ACTIVELY AND DEMONSTRABLY INVOLVED IN THEIR INDUSTRY:

1 Time spent working in a restaurant (any workplace)

2 Providing management advice to a community group

3 Publishing a paper or magazine article or recording

4 Competing in a National Competition

5 Membership of a National Association

6 Performing in public as a musician (engineer, public speaker)

7 Presenting at a Conference

8 Moderating an Internet Discussion Group

9 Providing a Training Needs Analysis

10 Beta testing Software

11 Acting as a consultant

12 Being a National Moderator

13 Sitting on a Board of Directors

14 Participating in an industry event (car rally, ski competition)

15 Judging a competition (art, cooking, performance)

16 Engaging in a planned series of industry site visits

17 Being acknowledged in an industry publication

Tai Poutini Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Tai Poutini Polytechnic.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave
Section 3	Allowances
Section 4	Organisational Change

Section 1 - Overtime Rates

1.1 Overtime provisions are set out in part C, Section 4.

1.1.1 Overtime worked will apply to hours worked over 37.5 hours per week, and with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at ordinary rates for the first 5 hours per fortnight and time and a half (T1½) thereafter.

1.1.2 Double time (T2) shall be paid for all overtime worked as follows:
a) between 10.00pm and 6.00am;
b) between midday Saturday and 6.00am on Monday.

Section 2 - Leave

2.1 Long Service Leave

2.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:
a) After 10 years' continuous service: 1 week
b) After 15 years' continuous service: 1 week
c) After 20 years' continuous service: 2 weeks

2.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 3 - Allowances

3.1 Travelling Expenses

3.1.1 Kaimahi will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf.

3.1.2 Entertainment and Hospitality expenditure must meet the requirements of the Auditor General guidelines on sensitive expenditure.

a) Entertainment and Hospitality can cover a range of items from tea, coffee and biscuits to catering such as meals and alcohol. It also includes non-catering-related items such as entity funded entry to a sporting or cultural event (AOG guidelines section 5.1)

b) When a staff member is required to attend a meeting during which they may be required to provide entertainment and hospitality, prior agreement should be gained from their manager as to the appropriate method of payment and or reimbursement.

3.2 Overnight Allowance

3.2.1 Kaimahi who are directed to be away from their normal place of work on Polytechnic business may claim a minimum allowance of $12.16 from the date of ratification 2024 and then $12.65 with effect from 01 January 2025 per day whilst away from home in New Zealand which will include the days of travel to and from their destination. For travel overseas, the amount will be negotiated prior to the time of travel. This allowance does not apply to staff whose primary role includes overseas travel. This allowance will be paid without receipts.

3.3 Reimbursement for changing eyesight

3.3.1 Where kaimahi work involves significant use of a screen, provide the results of any optometric test to enable monitoring of eyesight and be reimbursed as follows:

a) corrective lenses, if these are necessary for VDU work and are prescribed; reimbursement will be a maximum of $172.01 from the date of ratification 2024 and $179.89 with effect from 1 January 2025 for single vision, clear glass lenses or contact lenses. Optional features will not be reimbursed. This may be claimed at the time when any new prescription lenses are required.

b) a once-only contribution of $114.28 from the date of ratification 2024 and $118.85 with effect from 1 January 2025) towards the cost of the first frame will be made.

Section 4 - Organisational Change

See Part A, Section 12 for further organisational change provisions.

4.1 Redundancy Payment

4.1.1 The employer operates a policy in relation to redundancy which, at the date of this Agreement, is as follows:

a) Fixed-term and casual kaimahi are not entitled to redundancy payments.

b) Kaimahi (not fixed term or casual kaimahi) who have completed twelve (12) months of continuous service are entitled to redundancy payments ("eligible kaimahi").

c) Where an eligible kaimahi has their role declared redundant by the employer pursuant to Part A, section 12 of this Agreement, redundancy payments increase for length of service and shall be made as follows:

I. an eligible kaimahi is entitled to redundancy payments in an amount equal to four (4) week's salary after twelve (12) months of continuous employment, plus

II. two (2) weeks of salary for each additional continuous year of employment after twelve (12) months of continuous employment, to a maximum of 38 weeks' salary; and

III. the amount of redundancy payment owed to an eligible kaimahi may be pro-rated where an eligible kaimahi has not completed a full year of eligible employment.

Toi Ohomai Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Toi Ohomai and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Interpretation and General Definitions
Section 2	Terms of Appointment
Section 3	Career Progression and Remuneration
Section 4	Hours of Work and Workload
Section 5	Leave
Section 6	Training and Professional Development
Section 7	Allowances, Expenses and Grants
Schedule A	Rates of Pay
Schedule B	Legacy BOPP
Schedule C	Academic Promotions Procedure

Section 1 - Interpretation And General Definitions

1.1 Definitions

1.1.1 "Clinical teaching" means off-campus health science teaching involving patient care.

1.1.2 "Employee on first appointment" means an employee for whom this appointment is the first teaching appointment in the polytechnic/institute of technology sector (other than casual appointments).

1.1.3 "Employer" means the Chief Executive of the Institute. "Institute" means the Toi Ohomai Institute of Technology.

1.1.5 "Legacy Waiariki" means the TEU members who were covered by the previous Waiariki/TEU Academic Collective Agreement which expired on 30 November 2016.

1.1.6 "Legacy Bay of Plenty" means the TEU members who were covered by the previous Bay of Plenty/TEU Academic Collective Agreement which expired on 30 November 2016.

1.1.7 "Non-teaching Academic Staff Member" means a position requiring less than SO time-tabled teaching hours per year.

1.1.8 "Polytechnic" as defined in the Education Amendment Act 1990.

1.1.9 "Service" as defined in the Education (Salaries and Staffing) Regulations 1957.

1.1.10 "Teaching day" means any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.

1.1.11 "Teaching duties" This definition applies to classroom, off site teaching, distance and on line learning activities, and these are normally duties that require the Academic Staff Member to develop and review course teaching material, to deliver the material, to develop assessment material, to deliver same, and to mark, to record the assessment outcomes and to complete all other work associated with the running of a class or classes of students, in addition to participating in the administrative activities of the school.

Section 2 - Terms Of Appointment

2.1 Tutorial Assistants

2.1.1 The terms and conditions contained in this Agreement shall apply to tutorial assistants unless otherwise specifically provided.

2.1.2 No existing staff member shall be displaced by the appointment of a tutorial assistant.

2.2 Termination of employment / notice of resignation

2.2.1 See Part A, Section 6.4 for further clauses about termination of employment. This varies Part A, section 6.4.2.

2.2.2 Fixed term employment may be terminated with four weeks written notice by either party.

Section 3 - Career Progression and Remuneration

3.1 Salary Rates

3.1.1 Academic Staff Members and tutorial assistants covered by this Agreement shall be paid the rates set out in the Schedule A of this Agreement for the duties in which they are engaged.

3.2 Starting Salaries

3.2.1 The employer shall develop and make available a policy in respect of the determination of starting salaries for employees covered by this Agreement. The local branch of the union shall be invited to participate in the development of this policy.

3.3 Part-time Employees

3.3.1 Salary shall be paid on a proportional basis which will be arrived at by the following calculation:

a) Fulltime salary rate x the pre-determined proportion of a fulltime position as specified in the advertisement.

3.4 Casual / hourly paid Employees

3.4.1 Casual / hourly paid employees shall be paid rates set out in Schedule A of this Agreement for every hour of work for which they have been employed, provided that when an hour of

work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour.

3.4.2 Outworkers supporting a distance learning programme shall be paid 1/1700 (inclusive of holidays) of the annual salary of the grade and step to which they have been appointed, for each script marked.

3.5 Increments

3.5.1 Subject to clauses, 3.6 ,3.7 and 3.8 below, an employee shall be paid salary for the next higher step of that grade on 01 January each year until the maximum for that grade is reached.

3.6 Double Increments

3.6.1 A double increment may be approved by the employer in recognition of the need to provide for:

a) Recognition of meritorious performance;
b) Equitable salary relativities within the Institute;
c) Retention.

3.6.2 The new increment date is from the effective date of the double increment.

3.7 Withholding of Increments

3.7.1 An employer may decline to pay an increment in salary to any employee whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the employee concerned, in writing, of the decision and the reasons for it.

3.8 Academic Staff Grades

3.8.1 It is proposed that grading for academic staff roles be better aligned with the approach taken more widely in the sector, providing career pathways for staff through senior (SASM) and principal (PASM) positions and associated salary ranges. Movement from ASM to SASM and SASM to PASM would be on the approval of a panel (described below).

3.9 Appointment/Promotion to Senior and Principal Academic Staff grades

3.9.1 The Senior Academic Staff Member (SASM) grade has the salary range as detailed in Schedule A

3.9.2 The Principal Academic Staff Member (PASM) range has the salary range as detailed in Schedule A

3.9.3 Staff appointed or promoted to these grades are required to demonstrate evidence to an appropriate level of:

a) Industry/professional knowledge - Expertise, Excellence Facilitation of Learning
b) Continuous improvement

3.9.4 Promotion between grades will be based on criteria developed and agreed by TEU and the employer. Promotion will take effect from 1 January or 1 October in the year the promotion is approved (depending on when the panel meets).

3.9.5 The panel will comprise the Executive Dean, two [2] Faculty Leads, a People, Engagement Capability [PEC] Representative, two [2] Senior or Principal Academic staff Members, one

3.9.6 [1] TEU representative and/or TEU Organiser. The Panel would have a quorum of five members and will be convened bi-annually by the PEC Team.

3.9.7 Where a staff member is promoted to the PASM grade, they will receive a salary increase of no less than $1750.00 gross per annum.

3.9.8 Placement in Range

a) Employees may, upon initial appointment, be placed at any point within the appropriate upper and lower salary limits in the range applicable to the position. Factors to be taken into consideration by the employer in deciding the actual rate payable are:
   I. previous work or other relevant experience
   II. relevant educational or other qualifications
   III. the ease of difficulty in recruiting the specific skills and/or experience required for the position.

3.10 Progression within a Grade Salary Range

3.10.1 The employer shall, through the annual progression process apply the factors specified below to decide from time to time (no less than once per annum) within the upper and lower salary limits of the appropriate grade applying to any position, the actual salary that, subject to any other conditions of employment, is to be paid to the holder of a position:

a) Particular skills and on-the job experience
b) Effectiveness as an educator
c) Achievements as measured against the goals of the position described in the job description/current statement of accountability or as otherwise specified in writing
d) Contributions to the achievement of the stated aims of the work unit including the specific requirements of the job description
e) The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

3.10.2 Any modifications to the progression process that may materially impact the progression mechanism described in3.10.1. will be made in consultation with the local branch of the union (TEU).

3.10.3 Progression within the SASM Grade

Progression with the SASM Grade will be by application by the employee to the Promotions panel annually, and is reviewed against the criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.

Any increase/salary movement within the SASM Grade will be no less than $1000.00. Where the difference between the salary of the employee and the top of the salary grade is less than $1000.00 the employee will be moved to the top of the grade.

3.10.4 Progression within the PASM Grade

Progression with the PASM Grade will be by application by the employee to the Promotions panel annually, and is reviewed against the criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.

Any increase/salary movement within the PASM Grade will be no less than $1000.00. Where the difference between the salary of the employee and the top of the salary grade is less than $1000.00 the employee will be moved to the top of the grade.

3.10.5 Progression [i.e. salary movement] within grade for SASM and PASM staff members shall not be withheld unless performance problems have already been raised in writing with the staff

member.

3.10.6 The certification of performance and associated pay increments will usually occur through performance and development review processes as per Toi Ohomai Institute of Technology procedures; with the proviso that no employee will be disadvantaged by these procedures not being followed or being followed incorrectly.

In the event of this occurring, an alternative method of establishing an employee's level of performance will be made available by the employer.

Section 4 - Hours Of Work and Workload

4.1 Health Sciences Clinical Teaching Duties

4.1.1 Notwithstanding Part B, Section 2.5 and Schedule B below, employees engaged in clinical teaching duties may be required to undertake such teaching duties for up to 90 hours outside the hours of 8.00 am to 5.00 pm. in any period containing not more than 37 teaching days other than days set aside for development in terms of Section 6 of this Agreement.

Section 5 - Leave

5.1 Discretionary Leave

5.1.1 Each salaried employee shall be entitled to four weeks per leave year which shall be used at the employee's discretion, and shall not be duty with the following exceptions:

a) Up to three weeks for induction period as provided in Part B Section 1.1 of this Agreement.

b) For any employee who teaches primarily in courses leading to degrees and whose duties include research, discretionary leave may be individually negotiate d out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days for the employee and the employee's maximum timetabled teaching is reduced to 120 hours over any period containing not more than 37 teaching days.

c) Any employee who is identified by the Institute's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards, may be required to use discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.

5.1.2 Exchange of Discretionary Leave

a) The employee and the employer may agree in writing to exchange or convert the quantum of discretionary leave either in full (i.e. four weeks per leave year) or in part in week blocks. The employee will be advised of their right to seek advice from TEU

b) prior to any agreement. No employee will be required to exchange or convert their discretionary leave.

c) Application for any exchange of discretionary leave is expected to be made in conjunction with the annual workload planning process by the end of November.

d) The employee shall be paid 2% of the employee's annual salary for each week of discretionary leave that is reduced pursuant to this provision and compensated by way of an allowance, pro-rata throughout the year. This allowance will attract any increases negotiated by TEU and;

e) In the event that the employee and the employer agree to reinstate all or part of the previously reduced discretionary leave, or subclause g) applies, the allowance will be reduced accordingly, including any increases negotiated on the allowance by TEU effective at the date of written agreement of reinstatement of discretionary leave.

f) The exchange or conversion of discretionary leave does not affect the workload provisions relating to teaching days or teaching hours (refer to Part B Section 2 and to the employer's Workload Policy).

g) Where the employee who wishes to exchange all or part of their discretionary leave entitlement holds a substantive position of programme leader, any exchange, if made, may not be reinstated without written agreement of both employer and employee.

h) Where the employee who wishes to exchange all or part of their discretionary leave entitlement is a tutor who has Programme Co-ordination responsibilities, any exchange, if made, will be for the period that the Programme Co- ordination responsibilities and SRA have been allocated, unless there is written agreement of both employer and employee to end or amend the exchange earlier.

i) Where the employee wishes to exchange all or part of their discretionary leave entitlement for any other reason, the agreed exchange will be for a leave year and for an agreed purpose. On expiry of the agreed term the employee's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new agreement is signed.

j) Subclause 5.1.2 is not available if the employee has not had recognised tutor training per Part B 1.1.

5.1.3 Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational requirements of the Institute.

5.1.4 Periods of discretionary leave and annual leave may be continuous.

5.1.5 Discretionary leave will not apply to non-teaching academic staff members.

5.1.6 Annual and Discretionary Leave for Employees with Short Service

a) Combined leave for employees who have less than twelve months full service in any year, as a result of a late start or an early finish or a period of leave without pay of more than five working days, shall be granted as 18% of the period worked, less any leave used during the year.

b) Notwithstanding subclause (a) of this clause, where employees are entitled to annual leave only or reduced discretionary leave, and they have less than twelve months full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:

I. 5 weeks' leave entitlement= 10% of the period worked, less any leave taken;
II. 6 weeks' leave entitlement= 12% of the period worked, less any leave taken;
III. 7 weeks' leave entitlement= 14% of the period worked, less any leave taken;
IV. 8 weeks' leave entitlement = 16% of the period worked, less any leave taken.

c) Employees with short service shall retain sufficient leave to cover any periods when the Institute is closed.

d) Employees with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between the one year and the next and any other period when the Institute closes completely, even though the normal entitlement is insufficient to cover these periods.

5.2 Travelling Time for Leave Purposes

5.2.1 Where specifically provided in this Agreement, travelling time with pay for a period up to seven days (exclusive of public holidays) shall be granted, subject to the following conditions:

a) Leave for travelling can only be granted if the employee is required to travel when the Institute is open.

b) The quickest and most direct means of travel must be used.

c) journey that is followed by a period of leave without pay.

Section 6 - Training And Professional Development

6.1 Professional Development

6.1.1 Employees shall be allocated 10 duty days for approved development activities in each full year for which they are employed.

6.1.2 The employee may carry over all or part of the days to the following year to a maximum of three years accumulated entitlements. Approval for a carryover shall not be unreasonably withheld. Unused entitlements for which there is no agreed plan for use of the entitlement shall be forfeit.

6.1.3 Where the employer has directed an employee to take an advanced programme of study, the employer agrees to pay the fees which are payable for that programme of study.

a) Should the employee leave within 12 months of the fees being paid, the employee can be required to pay back to the employer the amount of the fees which is over $1,000. Should the employee leave after 12 months and before 18 months of the fees being paid, the employee can be required to pay back to the employer 50% of the amount of the fees which is over $1,000.

b) Repayment shall be waived in the following circumstances:

I. Redundancy
II. Death
III. Resignation necessitated by ill health.

Section 7 – Allowances, Expenses and Grants

7.1 Travelling Expenses and Allowances

7.1.1 An employee required to travel within New Zealand and/or overseas on official business shall be paid travelling expenses and allowances as follows:

a) Accommodation - employees may claim reimbursement of their accommodation costs on an actual and reasonable basis.
b) Meals - employees may claim reimbursement of their meal costs on an actual and reasonable basis.
c) Employees who elect to stay privately may claim reimbursement on an actual and reasonable basis on production of receipts up to the following maximums:
d) Accommodation costs - up to $40.18 from the date of ratification 2024 and $41.79 from 1 January 2025.
e) Meals - $79.05 from the date of ratification 2024 and $82.21 from 1 January 2025 for each completed 24-hour period.
f) Incidentals - employees may claim the incidentals allowance of $9.99 from the date of ratification 2024 and $10.39 from 1 January 2025 for each 24-hour period and for any additional part of less than 24 hours spent travelling.

7.1.2 The following items are permitted to be reimbursed under subclause 9.1(a)(iii):

a) Meals, food and/or alcohol for people other than the employee
b) Vouchers for the above items
c) Gifts for the person(s) stayed with.

7.2 Meal Allowance

7.2.1 Where an employee's hours of duty span two meal breaks, the employee shall be paid one meal allowance of $16.43 from the date of ratification 2024 and $17.09 from 1 January 2025. The standard meal breaks shall be breakfast, lunch and dinner.

7.3 Reimbursements

7.3.1 Expenses incurred attending courses at regional tutor training units, in accordance with the following limits:

a) one return fare from their home; together with travel costs to return home at weekends, met up to the level it would have cost to keep the employee at the course centre over the weekend;

b) in addition, an employee with dependents is entitled to one visit home per month at official expense;

c) accommodation, meal and incidental expenses; and

d) travel expenses for observation and other visits.

7.3.2 Temporary Relocation of Employees

In special circumstances e.g. rebuilding of the Institute, where the work location of staff is temporarily relocated, employees may be reimbursed for additional expense incurred in this situation. Payment shall be on the basis of public transport.

Schedule A – Rates of Pay

Effective from the below dates the following increases will apply to all salary scales:

		Annual Salaries Rate			Hourly Rates		
		2023	2024	2025	2023	2024	2025
PASM	Max	$107,397	$111,693	$116,161	$ 70.38	$ 73.20	$ 76.13
	Min	$ 91,517	$ 95,178	$ 98,985	$ 59.94	$ 62.34	$ 64.83
SASM	Max	$ 91,517	$ 95,178	$ 98,985	$ 59.94	$ 62.34	$ 64.83
	Min	$ 83,852	$ 87,206	$ 90,694	$ 54.88	$ 57.08	$ 59.36
ASM	10	$ 80,632	$ 83,857	$ 87,211	$ 52.76	$ 54.87	$ 57.06
	9	$ 78,316	$ 81,449	$ 84,707	$ 51.23	$ 53.28	$ 55.41
	8	$ 76,734	$ 79,803	$ 82,995	$ 50.19	$ 52.20	$ 54.29
	7	$ 74,395	$ 77,371	$ 80,466	$ 48.67	$ 50.62	$ 52.64
	6	$ 72,055	$ 74,937	$ 77,934	$ 47.12	$ 49.00	$ 50.96
	5	$ 69,716	$ 72,505	$ 75,405	$ 45.56	$ 47.38	$ 49.28
	4	$ 67,379	$ 70,074	$ 72,877	$ 44.03	$ 45.79	$ 47.62
	3	$ 65,039	$ 67,641	$ 70,347	$ 42.47	$ 44.17	$ 45.94
	2	$ 62,702	$ 65,210	$ 67,818	$ 40.95	$ 42.59	$ 44.29
	1	$ 60,361	$ 62,775	$ 65,286	$ 39.41	$ 40.99	$ 42.63
TA	8	$ 53,931	$ 56,088	$ 58,332	$ 36.36	$ 37.81	$ 39.32
	7	$ 52,432	$ 54,529	$ 56,710	$ 35.32	$ 36.73	$ 38.20
	6	$ 50,607	$ 52,631	$ 54,736	$ 34.09	$ 35.45	$ 36.87
	5	$ 48,780	$ 50,731	$ 52,760	$ 32.82	$ 34.13	$ 35.50
	4	$ 46,958	$ 48,836	$ 50,789	$ 31.61	$ 32.87	$ 34.18
	3	$ 45,130	$ 46,935	$ 48,812	$ 30.35	$ 31.56	$ 32.82
	2	$ 43,306	$ 45,038	$ 46,840	$ 29.13	$ 30.30	$ 31.51
	1	$ 41,483	$ 43,142	$ 44,868	$ 27.87	$ 28.98	$ 30.14

When applying the casual rates / hourly paid, sub-clause 3.4.1 of this Schedule must be applied where an hour of work involves timetabled teaching.

Schedule B

This schedule will only apply to legacy BOPP TEU members covered by the Bay of Plenty Academic Staff Members Collective Agreement dated 1 December 2015 to 30 November 2016

Part A: For TEU as at 1 December 2011 to November 2013

Weekly Duty Hours

For employees employed on and from the date that this CEA takes effect:

a) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive and between the hours of 8:00am to 5:30pm on Saturday and may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.
b) An ASM may consent to work outside the hours prescribed in (a) above. Such consent shall not be withdrawn during the relevant programme of work.
c) Sundays may be worked by mutual agreement.
d) An ASM shall not undertake directed duty on more than five consecutive days.

Part B: For TEU as at 30 November 2010.

For TEU members covered by the terms and conditions of the expired MECA and employed on the day that this CEA takes effect. The applicable clause is as follows:

a) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive provided that an ASM may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.
b) An ASM may consent to work outside the hours prescribed in (a) above. Such consent shall not be withdrawn during the relevant programme of work.
c) Weekends may be worked by mutual agreement.
d) An ASM shall not undertake directed duty on more than five consecutive days.

Schedule C

Academic Promotions Procedure

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

a) Be competent in their discipline/subject area.
b) Implement and develop programmes and learning (respond to feedback).
c) Apply effective communication skills in learning situations related to their discipline.

d) Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
e) Contribute to the development of and implement programmes for the assessment of student learning.
f) Recognise student learning difficulties and arrange for appropriate support.
g) Evaluate and reflect on own practice in order to identify directions for and strategies for development.
h) Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
   I. initiate and respond to feedback from students and/or peers
   II. plan and implement programmes for professional development.
i) Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
j) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
k) Be able to contribute to the effective outcome of work teams.
l) Participate in the broader professional and academic life of the institution.
m) Discharge administrative responsibilities integral to ASM 's work.
n) Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
o) Practise within the policy framework and legislative obligations of the institute.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

a) Be able to demonstrate advanced standing in their discipline/subject area.
b) Design, implement, develop and evaluate new and existing programmes of Learning (through application of defensible models).
c) Apply effective communication skills in diverse learning situations.
d) Select and apply teaching and/or learning strategies consistent with individual student learning needs.
e) Select and apply strategies to enable students to develop as independent learners.
f) Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
g) Be able to identify student learning difficulties and plan and implement strategies for improvement.
h) Design and implement small scale research into effective teaching and/or learning within own discipline.
i) Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
j) Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
   . initiate and respond to feedback from students and/or peers

. plan and implement programmes for professional development.

k) Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.

l) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.

m) Take responsibility for the effective outcome of work teams.

n) Actively contribute to the broader academic and professional life of the institution.

o) Discharge administrative responsibilities integral to the SASM role. 16 Practise within the policy framework and legislative obligation of the institute.

p) Demonstrate professional activities which contribute in a positive way to the reputation of the institute/profession e.g. research, consultancy, publication.

q) Actively support and contribute to the objectives, direction and operation of their department and the institute.

PASMs

PASMs are expected to mentor, lead and be experts in their discipline/field and are expected to take a proactive role in supporting SASMs as they progress their skills and attributes towards career enhancement. PASMs are expected to be inspirational teachers and their actions must reflect the vision and culture of the institution.

They should demonstrate a range of characteristics identified below:

a) Hold, as a minimum, a master's qualification and/or an Advanced qualification

. e.g. Advanced Trade Certificate that demonstrates advanced knowledge and skills in their discipline/field.

b) Be recognised by internal and external parties as leaders in their academic discipline/subject areas

.

c) Make an outstanding contribution within and/or beyond the institute {Toi Ohomai) complimentary to their discipline/ field and/ or the institute.

d) Undertake and/or contribute to significant research and development (as defined by the Research Policy),agreed consultancy and/or significant industry project.

e) Maintain currency, guide and review programmes/courses - this may be demonstrated through leading a programme review or demonstrating development work that maintains currency and achieves programme objectives.

f) Provide leadership in discipline/field, at national and institute level which demonstrates sound educational planning through membership of a national/regional committee; leading curriculum design and development; and/or demonstrating leadership roles in the department/faculty.

g) Demonstrate innovation and/or leadership collaboration in identifying, developing, maintaining and/or promoting effective styles and methods of teaching and learning in the institute.

h) Be expected to take a leading role and demonstrate innovative teaching and learning strategies to show a commitment to continuous learning and a commitment to blended/alternative learning opportunities; to take a lead role in self-evaluation; to use and promote state-of-the-art learning to other staff.

i) Demonstrate leadership in working with staff to meet individual student learning needs e.g. learning contracts, special assessment conditions. Identify students that require additional learn ing supports and arrange for appropriate referral and/or additional learning experiences for these students.

j) Be able to demonstrate they have led and assisted staff in assessment and moderation/collaborative course evaluation; and have examined changes resulting from this leadership.

k) Identify and verify involvement in representing Toi Ohomai in external programme/course moderation and take a leading role in internal moderation processes.

l) Take a leading role in the lnstitute's self -assessment activities and actively mentor and provide expert advice to ASM and SASM staff as they undertake self-assessment in order to identify

directions, strategies and opportunities for development.

m) Significantly enhance the institute's reputation by ensuring the values, vision and culture of the institute are promoted in a positive way at all times.

n) Demonstrate effective teamwork through their leadership and can demonstrate they have been recognised as a mentor by colleagues and/ or other staff.

o) Demonstrate appropriate values and attitudes by exercising skill and judgement in dealing with issues of discrimination and difference; and ensure a commitment to Toi Ohomai's policies.

Toi Ohomai Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Toi Ohomai Polytechnic.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave Provisions
Section 3	Allowances and Expense
Section 4	Organisational Change
Section 5	Wellness Day

Section 1 - Overtime Rates

1.1 Overtime provisions are set out in Part C, Section 4.

1.1.1 Overtime worked will apply to hours worked over 37.5 hours / the normal kaimahi working week, and with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at ordinary rates for the first 5 hours per fortnight and time and a half (T1½) thereafter. Double time (T2) shall be paid for all overtime worked as follows:

a) between 10.00pm and 6.00am;

b) between midday Saturday and 6.00am on Monday.

Section 2 - Leave Provisions

2.1 Long Service Leave

2.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied) kaimahi will be entitled to paid long service leave as follows:

a) After 10 years' continuous service: 2 weeks

b) After 20 years' continuous service: 2 weeks

2.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

2.2 Parental Grant

2.2.1 Parental Leave provisions are set out in the CEA, Part A, Section 8.8 The below clauses vary the parental grant aspect.

2.2.2 Kaimahi who take Parental Leave (as defined by the Parental Leave and Employment Protection Act 1987 and its amendments), will be granted (on production of a birth certificate) a payment equivalent to 3 weeks of their base salary calculated at their ordinary rate of pay (calculated prior to the commencement of Parental Leave) and on their return to work will be granted a payment equivalent to 3 weeks of their base salary calculated at their ordinary rate of pay (calculated prior to the commencement of Parental Leave).

The eligibility for this payment is subject to the following:

a) Kaimahi are required to have six months service with Toi Ohomai as per eligibility for government-funded paid parental leave as of the baby's expected due date (or the date they become responsible for the care of a child under six years old on a permanent basis); and
b) A birth certificate must be produced; and
c) Where both parents work for Toi Ohomai, only one employee who takes parental leave (as defined by the Parental Leave and Employment Protection Act 1987 and its amendments) will receive this payment for:
    I. delivery of the child (in the case of a child to be born to kaimahi or the partner of kaimahi); or
    II. assumption of responsibility for the care of the child (in any other case)

Section 3 - Allowances And Expenses

Allowances, expense provisions are set out in part A, Section 9.

3.1 Travelling Expenses and Allowances

3.1.1 Kaimahi required to travel within New Zealand and/or overseas on official business shall be paid travelling expenses and allowances as follows:

a) Accommodation – kaimahi may claim reimbursement of their accommodation costs on an actual and reasonable basis.
b) Meals – kaimahi may claim reimbursement of their meal costs on an actual and reasonable basis.

3.1.2 Kaimahi who elect to stay privately may claim reimbursement on an actual and reasonable basis on production of receipts up to the following limits:

a) Accommodation costs - up to $40.18 from the date of ratification 2024 and $41.79 from 1 January 2025.
b) Meals - $79.05 from date of ratification 2024 and $82.21 from 1 January 2025 for each completed 24-hour period.
c)

3.1.3 Incidentals – kaimahi may claim the incidentals allowance of $9.99 from the date of ratification 2024 and $10.39 from 1 January 2025 for each 24-hour period and for any additional part of less than 24 hours spent travelling.

3.1.4 The following items are permitted to be reimbursed as per Divisional policy:

a) Meals, food and/or alcohol for people other than kaimahi
b) Vouchers for the above items
c) Gifts for the person(s) stayed with.

3.2 Meal Allowance

3.2.1 Where an employee's hours of duty span two meal breaks, the employee shall be paid one meal allowance of $16.43 from the date of ratification 2024 and $17.09 from 1 January 2025.

3.3 Reimbursements – Temporary Relocation of Employees

3.3.1 In special circumstances e.g. rebuilding of the Institute, where the work location of staff is temporarily relocated, employees may be reimbursed for additional expense incurred in this situation. Payment shall be on the basis of public transport.

Section 4 - Organisational Change

See Part A, Section 12 for further organisational change provisions.

4.1 Redundancy payment

4.1.1 If, following a review or restructure at the Institute, kaimahi employment is terminated due to redundancy, kaimahi are entitled to:

a) after one year's employment: 8 weeks' salary
b) after every additional year's employment: 2 weeks' salary (to be paid proportionate for any incomplete year of service).
c) the maximum compensation shall not exceed 26 weeks' salary.

4.1.2 For the purposes of this clause, remuneration payable shall be calculated at the rate of the annual remuneration to which kaimahi are entitled as at the date of termination.

4.1.3 However, kaimahi are not entitled to redundancy compensation where the employer:

a) transfers kaimahi to an alternative position within its business which is no less advantageous; or
b) sells, transfers or leases the business or part of the business, or outsource to another organisation the services performed by kaimahi or a substantial part of those services, and the purchaser, transferee, lessee or organisation to which the services have been outsourced offers employment on terms and conditions that are the same as or no less favourable than those which apply under this Agreement, and also offers to treat service as continuous for the purpose of any service-related benefits.

Section 5 - Wellness Day

In addition to other types of leave you will be entitled to one (1) "wellness day" per year as part of wellness/health fitness plan, after approval from your manager. This day is to be planned in advance and taken at a time that will not adversely affect institute operations.

Unitec Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Unitec and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Coverage and Application of Agreement
Section 2	Definitions
Section 3	Terms of Appointment
Section 4	Career Progression and Remuneration
Section 5	Workload
Section 6	Leave
Section 7	Training and Professional Development
Section 8	Allowances, Expenses and Grants
Section 9	Transitional Provisions
Schedule A	Academic Staff Salary Scale
Schedule B	Factors Characterising Academic Staff Members and Senior Staff Members
Schedule C	Sick Leave for Employees Appointing before 02 March 1999

Section 1 - Coverage And Application of Agreement

1.1 Policies

1.1.1 Employees covered by this agreement acknowledge the right and responsibility of the employer to develop policies in order to manage the organisation. Except as otherwise provided in this agreement, where policies are inconsistent with the provisions of this agreement, the agreement will prevail.

Section 2 - Definitions

2.1 Definitions

2.1.1 "Clinical Teaching"
means off-campus health science teaching involving client care.

2.1.2 "Duty"
refers to any time when an academic staff member is required by the employer to be on duty at Unitec or at another location specified by the employer.

2.1.3 "Employee"

means a person employed under the terms of this agreement.

2.1.4 "Employer"
means the Chief Executive of Unitec, or any manager acting with their delegated authority.

2.1.5 "ERA"
means the Employment Relations Act 2000, and subsequent amendments.

2.1.6 “Newly Appointed Staff”
applies to newly appointed staff who have no prior relevant experience at another tertiary institution for the first 6 months of their employment.

2.1.7 “Non-Teaching Academic Position”
means a position requiring less than 50 time-tabled teaching hours per year and significantly reflecting the criteria listed in Schedule B; and a non-teaching academic staff member has a corresponding meaning.

2.1.8 "Service"
means:

a) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology; and
b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector; and
c) any other service the employer agrees to recognise at the time of appointment.

2.1.9 "Continuous service"
for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:

a) approved leave without pay
b) breaks of not more than three months between employment within the polytechnic service.

2.1.10 "Teaching Day"
means any duty day on which teaching is time-tabled for at least 4.5 hours or on which distance learning teaching duties are undertaken.

Section 3 - Terms Of Appointment

3.1.1 Fixed Term Positions

Where an employee is employed on a fixed term basis in a teaching role, where practicable, the employee should be appointed to their position one week prior to commencing their teaching duties in order to allow time for preparation. Where this is not possible, the employee will be paid an additional one week's salary per semester to compensate the employee for preparation, marking and other relevant duties. This payment shall be calculated on the basis of the employee's average weekly earnings for the semester and shall be made with the last pay of each relevant semester.

3.1.2 Advertising of Positions

Other Positions where the proportionality of a position is altered by agreement between the employer and the employee, the employee will have automatic right to the position. If the re-designation occurs as a result of surplus staffing the provisions of Part A, Section 12 apply.

Section 4 - Career Progression and Remuneration

4.1 Statement of Intent

4.1.1 The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

4.2 Salaries

An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to their grade and step with effect from the date that they become bound by this agreement. Such employee shall not be entitled to receive back-pay.

4.2.1 Starting Salaries

a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to the employer's starting salaries policy.

b) The employer may pay a market allowance over the assessed salary level (see Part A Section 10. 2).

4.2.2 Part-time Positions

Salaries will be paid on a proportional basis as follows:

a) full-time salary rate x predetermined proportion of the position.

b) This will be confirmed in the letter of appointment.

4.2.3 Hourly Paid Positions

a) Hourly paid employees will be paid the rates in Schedule A for each hour of work. When this involves time-tabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.

b) In deciding the amount of additional paid work, the employer will maintain an equitable workload which reflects that of full-time employees doing similar work.

4.2.4 Salary Progression

a) Subject to the following provisions, where an academic staff member meets the relevant characteristics of ASM and SASM specified in Schedule B, they may be appointed to the ASM or SASM Grade. An academic staff member may be appointed to PASM grade in accordance with the employer's policy.

4.2.5 Progression within the ASM Grade

A new employee may, at the employer's discretion, be appointed to ANY step within the ASM grade.

a) Increments

ASMs and Tutorial Assistants will move one step within the ASM / Tutorial Assistant salary scale after each year of service. A double or accelerated increment may be approved by the employer for performance, internal relativity or retention. The new increment date is from the date of the accelerated increment. An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

4.2.6 Appointment and Progression to the SASM Grades

a) Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule B, and;

I. completed 12 months' employment on ASM step 10 or 11; and
II. used the professional development opportunities provided by clause 7.2; and
III. completed tutor training as per clause 7.1

b) Where an ASM has been prevented from achieving (ii) and (iii) above by the employer's failure to meet the requirements, these criteria will not apply.

c) Verification will be carried out according to policy and procedures developed and reviewed in consultation with the TEU.

d) An employee who is appointed or progresses to the SASM grade shall be entitled to a minimum payment of $500.

4.2.7 Progression within the SASM Grade

a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed in consultation with the TEU.

b) Subject to clause 4. 2.7 (c), any increase given under this clause will be no less than $1,000 per annum.

c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 4.2.7 b) the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the SASM grade.

4.2.8 Appointment and Progression to the PASM Grade

a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with the TEU.

b) Subject to clause 4.2.8 (c) any increase given under this clause will be no less than $1,000 per annum.

c) Where the difference between the salary of the employee and the top of the salary scale for the PASM grade is less than the minimum amount provided for in clause 4.2.8(b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the PASM grade.

4.2.9 Progression within the PASM Grade

a) A staff member employed on the PASM salary grade may apply annually for progression within the PASM salary scale in accordance with each institute's policy.

Section 5 – Workload

5.1 Duty Hours

5.1.1 An employee may be required to undertake their duty hours each week between the hours of 7am and 9pm from Monday to Saturday inclusive, and for a total of no more than 37.5 hours per week. Duty hours shall be worked on no more than 5 consecutive days, however other arrangements may be agreed between the employee and the employer.

5.1.2 Duty hours will be allocated after consultation with employees during workload planning discussions and in a way that will enable flexibility for Unitec and the employee, will ensure a

safe and reasonable workload, and will take cognisance, where possible, of individual personal circumstances. Any disputes can be resolved through the process which is outlined in the Academic Workload Policy.

5.1.3 The following limits on requirements to undertake duty apply for full-time employees (see clause 5.2.1 for part-time employees).

a) Employees are entitled to take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.

b) Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00pm in any year (1 February to 31 January).

5.2 Workload Provisions for Specific Types of Position

5.2.1 Notwithstanding clause 5.1, a part-time employee may consent to work full-time for a proportion of the year equal to the proportion for which they have been employed. If the academic staff member's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

Section 6 – Leave

6.1 Limitations of Leave Provisions

6.1.1 Casual employees are only entitled to the minimum holidays and leave entitlements provided in the Holidays Act 2003 and the following holidays and leave provisions do not apply to Casual employees.

6.1.2 Payment for public holidays will be made only if the academic staff member would have worked the day in question as part of their normal timetable.

6.2 Additional Annual Leave for Employees with No Entitlement to Discretionary Leave

6.2.1 Employees who were employed after 10 November 2011, or who became TEU members and therefore covered by the collective after 10 November 2011, are not entitled to discretionary leave.

6.2.2 The employer may agree, at the employee's request, to grant the employee up to two weeks' additional paid annual leave for any academic leave year subject to the following conditions:

a) the additional annual leave shall be in blocks of at least one week; and
b) the additional annual leave shall be agreed in advance of the academic leave year (which commences on 01 February), i.e. no retrospective agreement will be entered into; and
c) the employee shall sacrifice 2% of the employee's annual base salary for each week of additional annual leave that is granted pursuant to this clause; and
d) the timing of the additional annual leave will be determined having regard to the operational requirements of the employer; and
e) all accrued and entitled annual leave must be used during the academic leave year for which the additional annual leave is being applied i.e. no annual leave will be accumulated as a result of any agreement for additional annual leave.

6.3 Discretionary Leave

6.3.1 All employees who were on IEAs based on the terms of the MECA that expired on 30

November 2010 and who have an entitlement of 3 weeks' discretionary leave, will have their current entitlement varied as follows:

a) These employees will therefore have an entitlement to 2 weeks' discretionary leave from 01 February 2013.

6.3.2 The employer and employee may agree to permanently buy out one or both of the remaining weeks of discretionary leave and compensation will be made by a 2% payment on base salary per week in addition to the salary rate as per the salary scales set out in Schedule A. The employee will be advised of his or her right to seek advice from the TEU prior to any negotiations and agreement being finalised.

6.3.3 Employees who have already reduced their entitlement to discretionary leave by two or four weeks will have four weeks Professional and Institutional Development Time as per clause 7.2 with no additional payment.

6.3.4 Where an employee is entitled to discretionary leave, such leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the employer. Discretionary leave may be used at the employee's discretion. Notwithstanding this, the employer may require the employee to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with Unitec's performance management procedures.

a) Discretionary leave will not apply to a non-teaching academic staff member appointed after 01 September 1993.
b) A non-teaching academic staff member employed before 01 September 1993 will retain their discretionary leave entitlement unless there has been a mutually agreed reduction.

6.3.5 Discretionary leave not taken in the year of entitlement will be forfeited.

6.4 Calculation of Annual and Discretionary Leave Taken

6.4.1 Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

6.5 Annual and Discretionary Leave for Employees with Short Service

6.5.1 Employees with less than 12 months' full service in any one year will have leave calculated at 10 percent of the period worked, less any leave taken.

6.5.2 Employees with short service who have insufficient leave will be permitted to take a reasonable amount of annual leave in advance.

6.6 Other Leave

6.6.1 Special Leave

Special leave of absence with or without pay may be granted to an employee at the employer's discretion, for a period of up to two years. Leave will not be unreasonably withheld in the following circumstances:

a) Cultural, community and sporting activities, involving national or provincial representation
b) Educational activities relating to an employee's work noting that:
c) For recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved
d) Examination leave will be on full pay
e) Upgrading qualifications at the request of the employer
f) Marriage of the employee or a close relative.

g) Serious illness of a family member.
h) Important family occasions.
i) Involvement in recognised civil defence and search and rescue activities
j) Attendance at meetings of recognised local authorities as a member
k) Attendance, as a duly appointed representative of the union, at meetings of the TEU (excluding employment relations leave under Part 7 of the ERA)
l) Employment relations leave is entitlement assigned to the TEU under Part 7 of the Employment Relations Act 2000. The TEU is entitled to allocate employment relations education leave to eligible employees according to the provisions of the Act.

Section 7 -Training And Professional Development

7.1 Professional Development

7.1.1 Permanent ASMs will complete up to 12 weeks' recognised professional development in the practice of adult and tertiary education. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement.

7.1.2 In each of the first two years of employment an ASM may be required to use up to four weeks' professional and institutional development time for initial academic staff member training.

7.1.3 Appropriate professional development opportunities will be provided to fixed-term ASMs, having regard to the length of their appointment.

7.2 Professional and Institutional Development Time

7.2.1 The employee shall be entitled to four weeks' Professional and Institutional Development Time per annum (pro rata for part-time employees and employees with short service).

7.2.2 This time can be used for the purposes of research, teacher development, upgrading of academic qualifications, professional development, community and industry engagement and curriculum development. A programme for use of Professional and Institutional Development time will be agreed annually in discussion with the employee's manager during the annual workload planning process (refer to the Academic Workload Policy and its subsequent variations).

7.2.3 The employee may accumulate up to 8 weeks' Professional and Institutional Development time by agreement with the employee's Manager. This accumulated time must be used within the time frames of the agreed programme as per 7.2.2 and any accumulated time will not be paid out on termination.

7.2.4 Employees will be entitled to a minimum of $400 per annum. This may be increased up to, but not necessarily limited to, $1,000 for reimbursement of actual and reasonable expenses for approved professional development activities (pro rata for part-time employees and employees with short service).

a) The provisions of this sub-clause shall not limit the operation of any employer policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of the employee under such policy the employer may take into account any payment it makes to, for or on behalf of the employee under this sub-clause.

Section 8 - Allowances, Expenses and Grants

8.1 Travelling Allowance

8.1.1 An employee required to travel within New Zealand on the employer's business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance of $37.89 from the date of ratification 2024 and $39.41 from 1 January 2025 per night when staying privately, and

b) actual and reasonable travel costs, an actual and reasonable meal costs up to $75.76 from the date of ratification 2024 and $78.79 from 1 January 2025 for each completed 24 hour period, and

c) an incidental allowance of $9.50 from the date of ratification 2024 and $9.88 from 1 January 2025 for each 24-hour period or part thereof;

d) in addition, when away from home, an employee with dependants is entitled to one visit home per month at the employer's expense.

8.1.2 Where appropriate the employee will provide proof of payment.

8.2 Meal Allowances

8.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $15.89 from the date of ratification 2024 and $16.53 from 1 January 2025.

Section 9 -Transitional Provisions

9.1 Market Allowances

9.1.1 Market Allowances will not be abated on the application of the 1 January 2024 and 1 January 2025 salary increases for all TEU employees.

Schedule A

Academic Staff Salary Scale - Unitec

Note: The payment for the reduction of **2 weeks** discretionary leave at 4% of the base salary per week, now becomes part of the base salary and is included in the base salary for TEU members prior to 10 November 2011. Reduction of additional weeks in excess of 2 weeks will continue to be paid as a separate payment.

Effective from the below dates the following increases will apply to all salary scales:

Step	Base annual salary for members			Base salary for TEU members			Hourly Rate		
	2023	2024	2025	2023	2024	2025	2023	2024	2025
	4%/5%	4%	4%	4%/5%	4%	4%	4%/5%	4%	4%
Tutorial Assistant									
1 to 5	$ 46,880	$ 48,755	$ 50,705	$ 46,880	$ 48,755	$ 50,705	$ 26.18	$ 27.23	$ 28.32
6	$ 46,880	$ 48,755	$ 50,705	$ 48,126	$ 50,051	$ 52,053	$ 27.94	$ 29.06	$ 30.22
7	$ 48,233	$ 50,162	$ 52,168	$ 50,045	$ 52,047	$ 54,129	$ 29.06	$ 30.22	$ 31.43
8	$ 50,079	$ 52,082	$ 54,165	$ 51,964	$ 54,043	$ 56,205	$ 30.17	$ 31.38	$ 32.64
ASM									
0	$ 52,344	$ 54,438	$ 56,616	$ 54,313	$ 56,486	$ 58,745	$ 31.55	$ 32.81	$ 34.12
1	$ 55,656	$ 57,882	$ 60,197	$ 57,755	$ 60,065	$ 62,468	$ 33.53	$ 34.87	$ 36.26
2	$ 58,963	$ 61,322	$ 63,775	$ 61,188	$ 63,636	$ 66,181	$ 35.53	$ 36.95	$ 38.43
3	$ 61,362	$ 63,816	$ 66,369	$ 63,680	$ 66,227	$ 68,876	$ 36.99	$ 38.47	$ 40.01
4	$ 63,766	$ 66,317	$ 68,970	$ 66,176	$ 68,823	$ 71,576	$ 38.43	$ 39.97	$ 41.57
5	$ 66,166	$ 68,813	$ 71,566	$ 68,668	$ 71,415	$ 74,272	$ 39.87	$ 41.46	$ 43.12
6	$ 68,566	$ 71,309	$ 74,161	$ 71,162	$ 74,008	$ 76,968	$ 41.33	$ 42.98	$ 44.70
7	$ 70,970	$ 73,809	$ 76,761	$ 73,657	$ 76,603	$ 79,667	$ 42.78	$ 44.49	$ 46.27
8	$ 73,372	$ 76,307	$ 79,359	$ 76,153	$ 79,199	$ 82,367	$ 44.22	$ 45.99	$ 47.83
9	$ 75,772	$ 78,803	$ 81,955	$ 78,643	$ 81,789	$ 85,061	$ 45.67	$ 47.50	$ 49.40
10	$ 78,177	$ 81,304	$ 84,556	$ 80,368	$ 83,583	$ 86,926	$ 46.67	$ 48.54	$ 50.48
11	$ 80,048	$ 83,250	$ 86,580	$ 83,085	$ 86,408	$ 89,864	$ 48.25	$ 50.18	$ 52.19
SASM									
Min	$ 80,048	$ 83,250	$ 86,580	$ 83,085	$ 86,408	$ 89,864	$ 48.25	$ 50.18	$ 52.19
Max	$ 89,984	$ 93,583	$ 97,326	$ 93,400	$ 97,136	$ 101,021	$ 54.23	$ 56.40	$ 58.66
PASM									
Min	$ 82,648	$ 85,954	$ 89,392	$ 85,785	$ 89,216	$ 92,785	$ 49.81	$ 51.80	$ 53.87
Max	$ 104,652	$ 108,838	$ 113,192	$ 108,636	$ 112,981	$ 117,500	$ 63.10	$ 65.62	$ 68.24

Schedule B

Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied:

1 in the identification of academic staff positions
2 during an induction period
3 for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the

guidance of SASMs or PASMs.

They should:

1 Be competent in their discipline/subject area.
2 Implement and develop programmes and learning (respond to feedback).
3 Apply effective communication skills in learning situations related to their discipline.
4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5 Contribute to the development of and implement programmes for the assessment of student learning.
6 Recognise student learning difficulties and arrange for appropriate support.
7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.
8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator initiate and respond to feedback from students and/or peers plan and implement programmes for professional development.
9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11 Be able to contribute to the effective outcome of work teams.
12 Participate in the broader professional and academic life of the institution.
13 Discharge administrative responsibilities integral to ASM's work.
14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15 Practise within the policy framework and legislative obligations of the employer.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities

They should:

1 Be able to demonstrate advanced standing in their discipline/subject area.
2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3 Apply effective communication skills in diverse learning situations.
4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5 Select and apply strategies to enable students to develop as independent learners.
6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7 Be able to identify student learning difficulties and plan and implement strategies for improvement.
8 Design and implement small scale research into effective teaching and/or learning within own discipline.
9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
   a) initiate and respond to feedback from students and/or peers plan and implement programmes for professional development.
11 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13 Take responsibility for the effective outcome of work teams.
14 Actively contribute to the broader academic and professional life of the institution.
15 Discharge administrative responsibilities integral to the SASM role.

16 Practise within the policy framework and legislative obligation of the employer.
17 Demonstrate professional activities which contribute in a positive way to the reputation of the employer/profession e.g. research, consultancy, publication.
18 Actively support and contribute to the objectives, direction and operation of their department and the employer.

Schedule C

Sick leave for employees appointed before 02 March 1999

1 Those employees with accrued sick leave in excess of 260 days as at 02 March 1999 will retain their current entitlement.
2 Those employees with accrued sick leave of less than 260 days as at 02 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with Part A 8.4.1 a)
3 Those employees who have no accrued sick leave as at 02 March 1999 will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with Part A 8.4.1 a)

Unitec Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Unitec Polytechnic.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Hours of Work
Section 2	Overtime Rates
Section 3	Leave Provisions
Section 4	Allowances and Expenses
Section 5	Redundancy Compensation

Section 1 - Hours Of Work

Hours of work are set out in Part C, Section 3.1

Exceptions to the hours of work, plus other related clauses are as follows. They have been grouped together by work type for ease of reference.

1.1 Security Officers and Security Team Leaders

1.1.1 Hours of work

a) The ordinary hours of work for full-time security kaimahi shall be 40 hours per week and may be worked on any day of the week, Monday to Sunday inclusive.

b) Security kaimahi will attend work 10 minutes before the start of their rostered shift in order to conduct a handover. No additional remuneration will be paid for the handover.

1.1.2 Roster

a) The employer shall set up the rostered shifts of work in consultation with kaimahi. Except as otherwise agreed, kaimahi shall work in accordance with the roster.

b) Except in cases of sickness, accident, covering absenteeism or by agreement of kaimahi, the employer shall give kaimahi seven days' notice of any change to the roster.

1.1.3 Overtime

a) Hours worked in excess of 40 hours per week shall be paid as overtime. All overtime worked shall be paid at 1.25 the rate of relevant daily pain on the basis of one hour's pay for one hour, or part thereof worked.

1.1.4 Additional leave

a) Security kaimahi shall be entitled to two additional days of leave each year to be taken on days to be agreed between the employer and kaimahi. These additional days of leave shall be taken during the year they fall due and will not be carried forward.

1.1.5 Uniforms

a) When starting employment, kaimahi shall be supplied with at least two appropriate uniforms at the employer's expense.

1.1.6 Kaimahi are responsible for laundering their own uniforms.

a) Kaimahi supplied with uniforms or other protective clothing in the course of their employment shall return them on being supplied with a replacement, or on the termination of their employment.

1.1.7 Meal allowance

a) Upon completion of nine and a half hours of work on any one day, the employer shall pay the kaimahi a meal allowance of $15.89 from date of ratification 2024 and $16.53 from 1 January 2025.

b) Payment of the meal allowance(s) shall be made by direct credit at the time the kaimahi salary is paid.

1.1.8 Professional development

a) Permanent kaimahi shall be entitled to two days paid professional development per calendar year for approved professional development activities.

b) Kaimahi are required to give reasonable notice of any proposed activities and their timing and together kaimahi and employer are to ensure that professional development activities do not have a negative operational impact.

1.2 Shuttle Bus Drivers

1.2.1 Hours of work

a) The ordinary hours of work for full-time security kaimahi shall be 47.5 hours per week and may be worked on any day of the week, Monday to Saturday, 7am to 9pm, usually worked on 5 consecutive 9.5 hour days.

1.2.2 Overtime

a) If shuttle bus driver ordinary hours of work are 9.5 hours per day, unless otherwise agreed, overtime shall be paid at time and a half for the first three hours worked in excess of the 9.5 ordinary hours, and double time thereafter.

b) If shuttle bus driver ordinary hours of work are greater than 9.5 hours per day, overtime shall be paid at time and a half for the first three hours worked in excess of such agreed ordinary hours, and double time thereafter.

c) Part time shuttle bus drivers who work less than 9.5 ordinary hours per day will receive overtime payments in accordance with I only for the hours worked in excess of a total 9.5 hour worked on any working day.

d) If required to work overtime on a Saturday or Sunday (where there are not the ordinary days of work), or a public holiday (including employer holidays) shall be paid a minimum payment equal to three hours at the appropriate rate.

e) Overtime will be calculated on a daily basis and will only be paid where the overtime has been approved by the shuttle bus driver's manager.

Section 2 - Overtime Rates

2.1 This section should be read in conjunction with Section Four of Part C of the CEA.

2.1.1 Overtime worked will, with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at ordinary rates for the first 3 hours per week and time and double time (T2) thereafter.

Section 3 - Leave Provisions

3.1 Long Service Leave

3.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 10 years' continuous service: 2 weeks
b) After 15 years' continuous service: 2 weeks

3.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

3.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

3.2 Other Leave

3.2.1 The employer may grant other leave, with or without pay, on such terms and conditions as the employer decides

Section 4 - Allowances And Expenses

4.1 Travelling Allowance

4.1.1 An employee required to travel within New Zealand on the employer's business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance of $37.89 from date of ratification 2024 and $39.41 from 1 January 2025 per night when staying privately, and
b) actual and reasonable travel costs, an actual and reasonable meal costs up to $75.76 from date of ratification 2024 and $78.79 from 1 January 2025 for each completed 24 hour period, and
c) an incidental allowance of $9.50 from date of ratification 2024 and $9.88 from 1 January 2025 for each 24-hour period or part thereof;
d) in addition, when away from home, an employee with dependents is entitled to one visit home per month at the employer's expense.

4.1.2 Where appropriate the employee will provide proof of payment.

4.2 Meal Allowances

4.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $15.89 from date of ratification 2024 and $16.53 from 1 January 2025.

Section 5 - Redundancy Compensation

5.1 See Part A, Section 12 for further organisational change provisions.

5.1.1 Redundancy compensation is payable to the value of 6 weeks' salary/wages for your first year or part year of service and 2 weeks' payment for each subsequent complete year of service, subject to a maximum total payment of 44 weeks' compensation.

5.1.2 If you are made redundant, you are entitled to reasonable time off to attend interviews for alternative employment, subject to the operational requirements of Unitec.

UCOL Academic Schedule

The provisions within this schedule apply to existing academic kaimahi (those in Groups A and B of 1.1 Coverage of Agreement) whose primary place of work is deemed to be the division known as the Universal College of Learning (UCOL) and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Grand Parented Terms
Section 2	The Employment Relationship
Section 3	Duty Hours and Place of Work
Section 4	Employees Personal Information
Section 5	Confirmation
Section 6	Deduction
Section 7	Staff Benefits
Section 8	Allowances and Expenses
Section 9	Indemnity
Section 10	Remuneration
Section 11	Leave
Section 12	Training, Professional Development, Post Graduate Education and Sabbatical
Section 13	Health and Safety
Section 14	Medical Examinations for Incapacity
Section 15	Retirement Grant
Section 16	Confidentiality and Security
Section 17	Ownership Rights
Section 18	General
Section 19	Individual Terms
Schedule A	Definitions
Schedule B	Grand Parented Terms
Schedule C	Salary Rates

Section 1 - Grand parented Terms

1.1 Clauses 3.1, 3.2, and 3.3 apply to Group A, B and C employees

1.1.1 The terms and conditions set out in Schedule Three shall apply to the employees listed in Schedule Four, as applicable to those employees, as an alternative to and not in addition to the terms set out in this Agreement.

1.1.2 The Schedule Three terms and conditions shall apply only to the employees listed in Schedule Four and not to any employee not listed or who becomes bound by this Collective Agreement after it comes into effect.

1.1.3 To the extent that there is any dispute regarding the interpretation, operation or application of the terms and conditions set out in Schedule Three, the parties may refer to the relevant expired agreement, being either the Manawatu Polytechnic Lecturers' CEC dated 01 December 1993 to 30 November 1994 ("MP CEC"), and/or the expired Wanganui Polytechnic Academic Staff Members' Collective Employment Agreement 02 March 2001 to 30 June 2002 (WRCP CEA) as a guide to interpretation. Except to this extent neither the expired MP CEC, nor the expired WRCP CEA shall apply.

Section 2 - The Employment Relationship

2.1.1 This Agreement should be read in conjunction with each employee's letter of appointment, job description and UCOL's policies and procedures.

2.1.2 Where any term in this Agreement differs from or conflicts with UCOL policies and/or procedures the terms of this Agreement will override the policies and procedures, in respect of that point of difference, for the employees whose terms and conditions are covered by this Collective Agreement.

2.1 The Employee's Role and Responsibilities

2.1.1 UCOL may make reasonable changes to an individual employee's duties provided that it shall first undertake a process of consultation with the employee. Reasonableness in this context shall include a balanced consideration of the personal circumstances of the employee and the needs of UCOL. If the employee regards the changes as unreasonable, in terms of the definition contained within this clause, they may refer the matter to the Working Conditions Review Panel.

2.1.2 Any new duties will be consistent with the skills, abilities and potential of the employee.

2.1.3 Where necessary and with the employee's consent (which will not be unreasonably withheld), the employee may undergo further training (at the employer's expense) to ensure they are proficient with the changes.

2.2 The employee agrees at all times to:

2.2.1 Carry out all work required by UCOL, that falls within their job description and within what can be considered a fair and reasonable workload when required and to the best of their ability and skill.

2.2.2 Promote the interests of UCOL at all times and do nothing that may adversely affect the reputation of UCOL, recognising academic freedom as set out in the Education and Training Act and the Protected Disclosures Act.

2.2.3 Comply with any reasonable directions given to them as an employee by UCOL

2.2.4 Keep updated and comply with UCOL's policies and procedures as amended from time to time by UCOL.

2.2.5 Comply with the obligations of UCOL, the Chief Executive and Board under the Education and Training Act, Public Services Act, Vulnerable Children Act, Health and Safety at Work Act and any other relevant legislation.

2.2.6 Maintain appropriate standards of integrity and conduct him/herself in such a way as to ensure the wellbeing of students attending UCOL.

2.2.7 Operate within delegated authorities and responsibilities that are within the scope of the employee's role.

2.3 The Employer agrees to:

2.3.1 Recognise the value of their staff and take into account internal and external relativities in ensuring UCOL maintains appropriate salaries and reward structures.

2.3.2 Acknowledge increases in an employee's skill; additional effectiveness; outstanding achievements and contributions to UCOL and to do so in a way that is affordable and reflects an appropriate use of public money.

2.3.3 Set out details of the employee's remuneration in their letter of appointment.

2.3.4 At all times comply with the obligations of the Health and Safety at Work Act and Employment Relations Act.

Section 3 - Duty Hours And Place of Work

The employee's duty hours, days and place of work are set out in their letter of appointment. The employee's place of work may be at any UCOL campus within the North Island or a combination or more than one campus location.

The employee or employer may at times request that the employee change their hours, place, and days of work. Prior to changes being made, both parties will consult each other regarding this and consider their request in good faith.

3.1 Duty Hours

3.1.1 Set out below are clauses relating to full-time employee's hours of work. Part-time employees will be appointed according to their proportion. Some employees may fall outside these general parameters.

3.2 Weekly Duty Hours

3.2.1 Employees will generally be required to undertake duty each week between the hours of 8.00am and 9.30pm Monday to Saturday inclusive and will normally not be required to work on any more than five days per week and for a total of no more than 40 hours per week.

3.2.2 Employees whose ordinary hours of work are between 8.00am and 6.00pm Monday to Friday will generally not be required to undertake duty for more than seven hours a week after 6.00pm and on no more than two nights per week.

3.2.3 Except when employees agree otherwise, employees will have a period of two consecutive days off work each week.

Section 4 - Employees' Personal Information

4.1.1 In the course of employment, UCOL may collect and retain personal information concerning any aspect of the employee's employment at UCOL. UCOL will ensure that the information is kept confidential and is not used for any purpose other than that for which it was collected, unless the employee's prior consent is obtained or disclosure is otherwise permitted or required at law. Under the Privacy Act the employee may access and request the correction of any information held by UCOL about their (unless it relates to any exception provided by the Privacy Act).

Section 5 - Confirmation

5.1.1 The employee confirms that any and all representations the employee has made as to qualifications, skills and experience are true and complete and that the employee has not failed to disclose to UCOL any matter that might have influenced UCOL's decision whether or not to employ the employee.

Section 6 - Deductions

6.1.1 Where an employee is absent from work without authority, or they have an authorised absence but an insufficient leave entitlement to cover the time off, the employee agrees that UCOL may deduct any overpayment from their salary. In any other circumstance where an overpayment is made or the employee is in debt to UCOL, their consent will be sought prior to any deduction being made.

Section 7 - Staff Benefits

7.1.1 UCOL invites its employees to participate in a number of staff benefits. These benefits are reviewed annually and may vary from time to time at UCOL's discretion. They are not part of the employee's remuneration.

7.1.2 Details of these benefits are available during the employee's orientation and/or as advised and updated by email or new/revised policies and/or procedures from time to time and/or available on the staff intranet.

Section 8 - Allowances And Expenses

8.1 Travelling

8.1.1 Actual and reasonable expenses associated with travel, accommodation and/or meals whilst on approved UCOL business.

Section 9 - Indemnity

9.1.1 UCOL undertakes to have insurance which will indemnify its employees legitimately acting to carry out the necessary functions of their positions. The specific coverage will depend on the current insurance policy UCOL holds at the time of any incident invoking this indemnity provision. However as an indicator of the level of cover the insurance policy will provide for, it will not cover any criminal or intentional actions or those arising out of gross misconduct, negligence or non-performance by employees.

Section 10 - Remuneration

10.1 Clauses 10.1.1 applies to all employees

10.1.1 Remuneration will be determined by UCOL for each employee by taking into account the following factors:

a) Internal and external relativities;
b) The relevant skills, qualifications and experience of the employee;
c) The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position; and
d) Budget constraints.

10.2 Clauses 10.2.1, 10.2.2 and 10.2.3 applies to Group A and B employees.

10.2.1 The UCOL "Academic Career and Remuneration Framework" will apply

10.2.2 The appointment will be within the appropriate "category" within the "Career Progression and Remuneration Framework" as determined by UCOL.

10.2.3 During the initial appointment UCOL may agree to a reduction of workload for the first six months of the employment depending on the employee's circumstances. As a guide, for full-time employees a reduction of 0.2 in workload will generally be implemented during the initial appointment.

10.2.4 New employees in the "Beginner" and "Knowledgeable" category will receive an increase to their base salary of $1,000 after 6 months continuous service and a further $1,500 after 18 months service. These increases will be pro-rated for part-time employees.

10.2.5 The remuneration of permanent employees and fixed term employees, who have a tenure longer than 12 months, will be reviewed at least annually.

10.2.6 As required by section 54 (3) (a) (ii) of the Employment Relations Act, Schedule C sets out the minimum salary rates payable to employees covered by this agreement.

Section 11 - Leave

11.1.1 In addition to the above public holidays, employees shall also receive the following recognised UCOL holidays:

a) The day after Boxing Day

Section 12 - Training, Professional Development, Post Graduate Education And Sabbatical

12.1 Training/Support for Management Function

12.1.1 Employees undertaking management functions and/or leadership roles either by promotion, appointment or on request will receive appropriate training and/or support where required to undertake such functions and roles.

12.2 Professional Development

12.2.1 Ten days per annum will be allocated to all employees for the purposes of:

a) attending staff development or training programmes sponsored or run by UCOL; and/or
b) attending teaching, subject or research related training or conferences; and/or
c) undertaking work related study to enhance their subject and or teaching/research knowledge; and/or
d) maintaining currency (in their profession or discipline) with local industry trends and practice.
e) Recognising the unique and important role that iwi hui or other significant hui play in the professional development of employees.
f) Aligning to UCOL staff capability objectives for academic and general staff.

12.2.2 And subject to:

a) the submission by the employee of a proposed programme of development activities which is in writing and which is appropriate to their position. The submission must account for the time and include a breakdown of any associated costs;
b) the approval of the employer for such programmes, but approval shall not be unreasonably withheld;
c) reasonable notice being given of proposed activities and the timing of the programmes being made with due regard to UCOL's operational requirements.

12.2.3 By way of clarification part-time employees will be entitled to 10 days' professional development time per annum, provided that this will be paid in accordance with their proportion.

12.2.4 Where the employee does not submit a proposed programme of development activities the employer reserves the right, within the employee's professional development allocation, to direct the employee to professional development activity relevant to the employee's position, and if necessary to require the employee to undertake such professional development activity.

12.2.5 The employer may reimburse reasonable expenses associated with employee's professional development subject to the employer's prior approval.

12.2.6 In the event that professional development time is not taken in any one year, it will be forfeited except for that accumulated in 12.2.7 below

12.2.7 Notwithstanding clause 12.2.6, an employee may elect to have an annual allocation of up to five days' Professional Development time (instead of the 10 days referred to in this clause), for two years and then take up to 20 days' professional development time every third year. Employees who want to have this alternative Professional Development time will need to agree on this with the Chief Executive.

12.2.8 A TEU representative can review and discuss any specific member's concerns and can complete a bi-annual desk audit of TEU members PD applications and provide feedback to the Executive Director of People and Capability.

12.3 Postgraduate Education

Clause 12.3.1 applies to Group A employees

12.3.1 Lecturers involved in teaching UCOL Bachelor Degrees will be expected to have a qualification that is one level above that in which they are lecturing. Existing staff will be supported to achieve industry specific degrees and degrees that relate to areas of strategic importance to UCOL.

Clauses 12.3.2, 12.3.3 and 12.3.4 apply to all employees

12.3.2 It is a fundamental requirement of the job that employees maintain the required qualifications. Whilst UCOL will provide support to employees in terms of the Post Graduate Education Policy, this remains the employee's responsibility, and employees are expected to maintain the appropriate

qualifications.

12.3.3 Where UCOL requires an employee to upgrade their qualification the employee may be allocated a reduced workload that reflects the requirement for upgrading. Any reduction will be cognisant of the administrative and teaching requirements of the faculty. In cases where the employee is required to upskill or upgrade their qualifications, the employer may agree to cover all or part of the costs.

12.3.4 The employer will maintain a contestable fund from which grants will be allocated towards expenses.

12.4 Sabbatical Leave

Clause 12.4 applies to Groups A and B, and Research Assistants

12.4.1 Sabbatical Leave is unpaid leave (except to the extent that the employee has accrued annual leave or professional development time) from normal teaching and administrative duties which may be granted to employees, under such conditions as may be determined in order that they may take leave for the purposes of rest, study and/or travel.

12.4.2 In respect of any sabbatical leave which is paid, part-time employees will be paid in accordance with their proportion.

12.4.3 Sabbatical leave may be granted on the basis set out below taking into account the needs of the employee and the operational requirements of UCOL:

Qualifying period of service	Leave entitlement
After four years current continuous service, for use during the fifth year	Three months (60 working days)
After three years current continuous service, for use during the fourth year	Two months (40 working days)
After two years current continuous service, for use during the third year	One month (20 working days)

12.4.4 For the purposes of clarification when an employee takes sabbatical leave in accordance with this clause, the period of their service shall be deemed to recommence at the end of the year of entitlement for the purposes of accruing further sabbatical leave.

12.4.5 Where sabbatical leave is granted in accordance with this clause, the employee's employment will be deemed to be continuous (including during the period of the leave) and except in the case of a redundancy situation, their position, or a comparable position, will be kept open.

Section 13 - Health And Safety

13.1.1 Where an employee is engaged in VDU duties for at least half of a full-time position they shall be entitled to an eye test at UCOL's expense after the first year upon being assigned to such duties. Further tests shall be provided at not less than two yearly intervals upon application to the employer. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or where a change in lens prescription is required to continue the use of a VDU then the employer will meet the following:

a) Cost of the eye test; and

b) Cost of standard lenses or standard replacement lenses. The employer may meet the cost of contact lenses up to the level of the costs which might otherwise be paid for single vision spectacles; and

c) Cost of spectacle frames.

d) The total value of (a, b and c) shall not exceed $350 in any 24 month period.

Section 14 - Medical Examinations for Incapacity

14.1.1 The employee's employment may be terminated pursuant to this provision notwithstanding that the employee may have accrued sick leave outstanding. Where this occurs the employee's employment will be terminated immediately and the employee will be paid one month's salary in lieu of notice as well as any unused sick leave to a maximum of 50 days.

Section 15 - Retirement Grant

15.1.1 At any time during the course of the employee's employment under this Agreement, the employee is entitled to cease work to retire. At the Chief Executive's discretion, in such circumstances the employee may be entitled to receive, a retirement grant, in line with UCOL policy.

15.1.2 Outstanding annual leave will be cashed up separately.

Section 16 - Confidentiality and Security

16.1 Confidentiality

16.1.1 The employee acknowledges that, in the course of this Agreement, they may have access to information concerning UCOL and its business, students, suppliers and business partners.
The employee agrees to:

a) Ensure that they are acquainted with and complies with any UCOL policies regarding security of information, equipment, or business.
b) Keep all such information absolutely confidential both during the term of this Agreement and subsequently.
c) Not disclose any such information to any third party except as directed by UCOL in the course of the employee's duties under this Agreement. The employee further agrees not to make use of any such information for any purpose whatsoever other than the discharge of the employee's duties under this Agreement.
d) Not use for their own benefit, or for the benefit of any other person, any information the employee gains in the course of this Agreement and not publicly available in New Zealand. This does not reduce any rights of academic freedom under the Education and Training Act.

16.1.2 This confidentiality requirement continues to apply after termination of employment for all information that the employee gained during the term of the employee's employment.

16.1.3 "Information" includes customer lists, financial statements, business plans, projections, strategies, new product development, acquisition or merger plans, and information on the affairs of UCOL or its employees, which is not already in the public domain.

16.2 Conflict of Interest

16.2.1 The employee must ensure that they are not knowingly involved (directly or indirectly) :

a) In any other employment or business which may affect their ability to perform their duties; or
b) In an activity which involves a real or possible conflict with the interests of UCOL.

16.2.2 The employee must not accept payment or other benefit in money or kind from any person or organisation as an inducement or reward in connection with their duties.

16.2.3 If the employee is in any doubt they must seek prior written clarification from their manager.

Section 17 - Ownership Rights

17.1.1 The employee agrees that UCOL owns all intellectual property rights in relation to material, processes, concepts and products the employee produces individually or with others in the course of their employment. If the employee wants to develop any material, process, concept or product and obtain personal ownership of that material/process/concept/product separate to their employment the employee should approach UCOL and obtain the express written consent of the Chief Executive to retain personal ownership or a share of the ownership of that material, process, concept or product.

17.1.2 The employer's intellectual property policy sets out ownership rights in more detail.

Section 18 General

18.1.1 The terms of this Agreement constitute the full and entire agreement between the employer, the union and the employee, and supersede any prior discussions, agreements or representations made by either the employer, the union or the employee except as referred to in this Agreement.

18.1.2 The parties agree that the laws of New Zealand govern this Agreement.

18.1.3 If any provision or part of this Agreement is void or unenforceable for any reason, then that provision or part will be severed from the rest of the Agreement which shall be read as far as possible as if the severed provision or part never existed.

Section 19 - Individual Terms

19.1.1 Subject to the grand parented provisions pursuant to Schedule B, the employee will not carry forward any other previously agreed terms with the employer on becoming bound by this Agreement.

19.1.2 Any previous terms will cease to apply on the day the employee becomes bound by this Agreement. Subsequent to becoming bound by this Agreement, the employee may negotiate additional terms with the employer provided such terms are not inconsistent with this Agreement.

Schedule A

DEFINITIONS

"Lecturer" means a person employed in a teaching position.

"Casual" employees are engaged on an as required basis only and are untenured. Casual employees should not work regular hours and may have no legitimate expectation of ongoing employment. Casual employees are generally paid on an hourly rate.

"Duty" refers to any time when an employee is required by the employer to be on duty at UCOL or at another approved location.

"Service" means continuous service with the employer, any service with a previous employer whose organisation has been incorporated with UCOL and any other service recognised by UCOL at the time of the employee's engagement. Approved leave without pay does not affect continuous service, but does not add to the length of service.

"Student Contact Time" is defined as:
That component of total workload that encompasses time spent in teaching or learning engagements with students that are either curriculum or student driven and that includes timetabled teaching hours as defined below.

"Teaching Day" means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

Schedule B

Grand parented Terms

Unless expressly stated the terms in this schedule will apply to those employees listed in both Groups 1 and 3 in Schedule Four. Any references to clauses in the expired Manawatu Polytechnic (MP CEC), and Wanganui Regional Community Polytechnic (WRCP CEA) are only for the purposes of an interpretative aid to the clauses noted in this schedule. Except to this extent (interpretation), the clauses of the Manawatu Polytechnic, Wairarapa Community Polytechnic and Wanganui Regional Community Polytechnic expired Collective Contracts/Agreements will not apply.

Discretionary Leave

Clause 8.6 MPCEC Clause 6.3.4 WRCP CEA

4 weeks per annum Discretionary Leave. This leave must be used taking into consideration the operational needs of UCOL and should be noted on the employee's annual leave plan.

The additional UCOL days noted in the statutory holiday provision and the entitlement to sabbatical leave in the Collective Agreement will not apply to employees listed in Schedule Four. This does not reduce the employees' entitlements to any Annual Leave or Statutory Holidays as provided for in the respective expired contracts.

Duty Hours

Part 5MP CEC Part 5 WRCP CEA

Employees in Group 1 shall not be required to undertake more than 34 duty hours in any week.

Employees in Group 3 shall not be required to undertake more than 34 duty hours in any week, except for ASMs and Tutorial Assistants who consent, or who have agreed at the time of appointment to work no more than 36 hours per week, and Non-Teaching ASMs who shall not be required to undertake more than 37.5 hours per week.

Subject to this clause, employees shall undertake duty between 8:00am and 9:30pm Monday to Friday provided that not more than eight hours per week is worked after 5:00pm and provided those hours are not split over more than two nights.

Employees may consent to undertake duty in excess of the terms noted above for duty after 5:00pm and on weekends.

Employees may be required to perform clinical teaching duties for up to 144 hours (Group 1) and up to 450 hours (Group 3), outside the hours 8:00am until 5:00pm.

Lecturers shall not undertake duty on more than five consecutive days.

Duty shall be for not more than eight hours per day except for field trips or approved off-campus teaching duties.

Lecturers shall have meal breaks of half - one hour after each five hours continuous duty. Duty shall not be undertaken within 11 hours of the previous duty.

Travelling time to another campus or where overnight accommodation is required can be counted as duty time of up to 1O hours.

Lecturers (full-time) shall not be required to undertake Timetabled Teaching Hours ('TIH") of more than 825 hours per annum.

Tutorial Assistants (full-time) shall not be required to undertake TTH of more than 1000 hours per annum.

TTH for Lecturers/Tutorial Assistants shall be spread over no more than 185 days per annum. The leave year will be divided into four and no lecturer shall undertake more than 300 TTH in any quarter (Tutorial Assistants 360 TTH per quarter).

Approved leave of any type or professional development time will reduce the annual TTH maxima by 4.5 h/d for Lecturers and 5.5 h/d Tutorial Assistants. By agreement alternative arrangements may be made for certain programmes beyond the usual annual TTH.

Lecturers with Special Responsibilities Allowances have increased workloads because of the special responsibilities. In these cases the TTH maximum will be reduced to a level agreed with the employer to ensure workload is maintained at an equitable and reasonable level.

Where lecturers' workloads increase because of supervision of Tutorial Assistants a reduction in the lecturer's workload will be negotiated with the employer to ensure the workload remains equitable and reasonable.

Note: Non-Teaching ASMs are not required to use more than 80% of available duty time for defined tasks and functions of the position, and they will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties having due regard for the operational requirements of the polytechnic.

Sick Leave

Clause 8.14 MP CEC

Employees in groups 1 will maintain their current balances of accrued sick leave and shall be entitled to accrue sick leave to the following maxima:

Over 9 months and up to 5 years' service	46 days
Over 5 years and up to 10 years' service	92 days
Over 10 years and up to 20 years' service	154 days
Over 20 years and up to 30 years' service	229 days
Over 30 years' service	306 days

In exceptional circumstances the employer may grant sick leave in excess of the periods noted in the scales in advance of future entitlements provided that they do not exceed 306 days.
Clause 6.4.1 WRCP CEA

For employees in group 3 only, their current balances of accrued sick leave will be maintained and they shall be entitled to accrue sick leave to the following maxima:

The employee's entitlement will increase by five days every six months to a maximum of 260 days, less the total amount of sick leave with pay taken during service.

In exceptional circumstances the employer may grant sick leave in excess of the periods noted in the scales in advance of future entitlements provided that they do not exceed 260 days.

Annual and Discretionary Leave for Employees with Short Service

Clause 8.8MPCEC Clause 6.3.7 WRCP CEA

Employees with less than 12 month's full service in any one year will have leave calculated at 21 percent of the period worked less any leave taken.

Where an employee has served less than 12 months and has negotiated a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:

- Five weeks leave entitlement: (i.e. no discretionary leave) 11 percent of the period worked less any leave taken
- Six weeks leave entitlement: (i.e. five weeks annual leave and one week's discretionary leave) 14 percent of the period worked less any leave taken
- Seven weeks leave entitlement: (i.e. five weeks annual leave and two weeks discretionary leave) 16 percent of the period worked less any leave taken
- Eight weeks leave entitlement: (i.e. 5 weeks annual leave and 3 weeks discretionary leave) 18 percent of the period worked less any leave taken

For employees in Group1 only

Lecturers with short service shall retain sufficient leave to cover any periods when the Polytechnic is closed. Those with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between one year and the next and any other period when the Polytechnic closes completely, even though the normal entitlement is insufficient to cover these periods.

For employees in Group 3

Employees with short service who have insufficient leave will be paid in full when the Polytechnic is closed.

Bereavement Leave

Clause 8.18 MP CEC Clause 6.5.3 WRCP CEA

If bereavement occurs while the employee is on annual, sick or other special leave that leave may be interrupted and bereavement leave granted.

Disregarded sick leave

Clause 8.16 MP CEC Clause 6.4.4 WRCP CEA

In certain circumstances paid sick leave will not be debited from the employee's entitlement. This will happen when an employee is declined ACC for an illness directly attributable to the workload or contracted in the course of the lecturer's duty. This will also occur in the event of an epidemic to allow the disease to run its course. This will also occur where a lecturer contracts an infectious disease or is in contact with someone who has such a disease and is prevented from working by the appropriate health authority or their own doctor. This leave in any circumstance will not be granted for longer than an aggregate of two years.

ACC

Clause 12.3 MP CEC Clause 6.4.2 WRCP CEA

Sick leave may be used in the case of a work accident if ACC does not provide cover. In the case of a non- work accident the first week of paid leave will be from the employee's sick leave entitlement. For the next 26 weeks the employee may also claim a proportionate charge against any sick leave to which they are entitled. Leave without pay shall be granted when sick leave is exhausted.

Surplus Staffing

Part 11 MP CEC Part 10 WRCP CEA

For employees in Groups 1 and 3

Severance: In the event of severance, payments will be based on years of current continuous service as follows: 16% of salary for the preceding 12 months subject to finishing on an agreed date (regardless of length of service); By way of clarification this constitutes payment of the notice period, and no additional payment will be made in respect of notice.

12% of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and 4% of salary for the preceding 12 months multiplied by the number of years' service minus one, up to a maximum of 19 years; and

where the period of total aggregated service is less than 20 years, 0.333% of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

Service for which severance is calculated is as defined in each of the respective expired Agreements.

Allowances and Reimbursement

Second Schedule MP CEC

Travelling allowance - where travelling on official business the following allowances are payable for overnight stays:

Employees in Group 1

Accommodation

10-24+ hours from the ratification date 2024: $67.07 per day; up to 10 hours $28.40

From 2025: Meals 10-24+ hours $69.75 per day; up to 10 hours $29.54

Employees in Group 3

Actual and reasonable travel costs

An allowance of $33.53 per night if staying privately from the ratification date 2024 and $34.87 from 1 January 2025

Actual and reasonable meal costs up to $67.06 per 24 hour period from the ratification date in 2024 and from 1 January 2025: 69.74 per 24 hour period

An employee with dependants is entitled to one visit home per month at the employer's expense when away on official business

Transport Assistance - Employees in Group 1 only Clause 4.3 MPCEC and Second Schedule MPCEC

Where a lecturer's hours commence before or finish after normal public transport operation times the lecturer will be paid transport assistance according to the formula below; provided the lecturer lives in an area where there is public transport, lives more than two kilometres from the workplace and cannot get public transport within 30 minutes of the start or finish time of work. The allowance will only be payable to the public transport boundary. If payable the allowance will be paid whether or not the lecturer uses their own vehicle.
From the ratification date 2024:

Km	$	
2-4	1.53	One way for return trip paid on
4-6	2.20	the basis of the shortest distance
6-8	2.98	between the lecturer's home and work
8-10	3.67	
10-12	4.45	
12-14	5.16	
14-16	5.94	
Over 16	6.26	

From 1 January 2025:

Km	$
2-4	1.59
4-6	2.29
6-8	3.10
8-10	3.82
10-12	4.63
12-14	5.37
14-16	6.18
Over 16	6.51

Second Schedule MP CEC Section 8WRCP CEA

Incidentals - up to $8.43 per 24 hour period from the ratification date in 2024 and up to $8.77 per 24-hour period from 1 January 2025.

Meal allowance - where standard hours span two meal breaks allowance of $13.89 from the date of ratification 2024 and $14.45 from 1 January 2025 payable.

Transport allowance - $0.54 per km $0.56 from 1 January 2025 will be reimbursed to employees required to use their own vehicles for official business.

Vehicle allowance - $0.54 per km from date of ratification 2024 and $0.56 per km from 1 January 2025 where personal vehicle used for official business

Clause 4.9 (i) MP CEC Clause 8.9 WRCP CEA

Care of Dependants - actual and reasonable expenses may be reimbursed for care of dependants when an employee is attending a course, travelling on official business or required to work additional hours and alternative arrangements cannot be made without additional cost.

Reimbursement for:

- Mandatory Professional Association Subscriptions or those required for the role
- Actual and reasonable expenses incurred at courses or conferences
- Transport of students
- Travelling on UCOL business
- Loss of personal property during work business
- Temporary relocation costs

Childcare costs if acting outside normal working hours on UCOL business

Safety Footwear where required:
Employees in Group 1 up to $117.57 per annum from the date of ratification 2024 and up to $122.27 from 1 January 2025 Employees in Group 3
Actual and reasonable expenses

Clause 7.3 d WRCP CEA

Staff Development - Employees in Group 3 only $300 per annum for staff development. (pro rata for part-time staff

Compassionate grant on death

Clause 4.10 MP CEC Clause 8.7 WRCP CEA

10-20 yrs service 1/12 annual salary at time of death 20+ yrs service 1/8 annual salary at time of death Paid to closest relative

Relocation Expenses

Clause 4.8 MP CEC Clause 8.6 WRCP CEA

Paid where the normal place of work is moved out of the local area and the lecturer elects to relocate within 12 months of the change in workplace. Actual and reasonable costs of relocation shall be paid including temporary accommodation for up to three months, packaging, freight and storage of furniture/personal effects, travel costs for dependants and immediate family, legal fees for selling and buying home and agents' commission on sale, and any penalty for early mortgage repayment up to $25,000.

In any other case a payment may be agreed at the time the shift is made.

Termination

Clause 7.6 MP CEC Clause 3.3.1 WRCP CEA

Two months' notice of termination or pay in lieu of notice.

Note about employees bound by grandparented terms

Group 1: Employees formerly on the expired Manawatu Polytechnic Lecturers' Collective Employment Contract dated 01 December 1993 to 30 November 1994, to whom the grandparented provisions set out in Schedule B apply.

Group 3: Employees formerly on the Wanganui Regional Community Polytechnic Academic Staff Members' Collective Employment contract dated 02 March 2001 to 30 June 2002, to whom the provisions set out in Schedule B apply.

Refer previous CEA for evidence of applicable names. Names are to be held on record by UCOL.

Schedule C

Salary Rates

The below table provides information on the minimum rate of pay for current established roles covered by this Agreement (based on full time work).

Salaries are paid on a part-time basis of full time salary rate x predetermined proportion of the position. This will be confirmed in the offer letter.

Employees will be remunerated on or above these rates. New employee's salary at the time of appointment will be determined following an assessment of their skills, experiences and qualifications, and will be on or above the minimum.

Where there are roles identified in Part 1, clause 1.1.1 of this agreement, and they are not listed below, as the role does not currently exist at UCOL (for example Research Assistants), the method for calculating the minimum rate payable for that role under section 54(4) (a) (iii) of the Employment Relations Act is that UCOL will apply an objective job evaluation to the role and apply a minimum that takes into account internal and external relativity factors. This process will be completed and provided to the manager prior to the role commencing.

Academic Employees, or those in Group A under clause 1.1.1 of this agreement:

Effective from the below dates the following increases will apply to all salary scales:

	2024	2025
Beginner Academic Category	$56,784.00 or $27.30 per hour	$59,055.00 or $ 28.39 per hour
Knowledgeable Academic Category	$61,480 or $29.56 per hour	$63,939.00 or $ 30.74 per hour
Practitioner Academic Category	$65,520.00 or $31.50 per hour	$68,141.00 or $ 32.76 per hour
UCOL Expert Academic Category	$69,779.00 or $33.55 per hour	$72,570.00 or $ 34.89 per hour
UCOL Fellow Academic Category	$81,093.00 or $38.99 per hour	$84,337.00 or $ 40.55 per hour
Programme Leader allowance (Allowances are a set figure. The FTE is either a time release of current FTE, or an increase of hours)	The allowance is paid at a rate of $2,332.00 per 0.1 FTE of time, up to a maximum of $11,660.00.	The allowance is paid at a rate of $2.425.00 per 0.1 FTE of time, up to a maximum of $12,126.00.
Te Atakura employees	$76,531.00 or $36.79 per hour	$79,592.00 or $38.27 per hour

Those roles in Group B under clause 1.1.1 of this agreement:

Effective from the below dates the following increases will apply to all salary scales:

Those roles in Group B under clause 1.1.1 of this agreement:

	2024	2025
Clinical Skills Lab Assistant	$52,371.00 or $25.18 per hour	$54,466.00 or $26.19 per hour
Networking Technician/ Teaching Assistant	$57,397.00 or $27.59 per hour	$59,693.00 or $28.70 per hour

Salary Progression

All employee salaries are reviewed annually regardless as to whether or not the individual has completed a Salary Review Application. A review may, but does not necessarily equate to an increase in salary.

The salary review process aims to recognise outstanding performance, taking into account:

- The employee's salary level;
- Internal and external relativities. For academic employees, internal relatives will be assessed by taking into account where an employee is paid within the salary range for their 'Position Category'. This is specified in Appendix One of the Guidelines for Academic Promotions.
- Any recruiting and retention issues;
- The available funds.

The 'Annual Salary Review Information' provides details on the annual process, available on our staff intranet. Progression through the Academic Categories is achieved through the Academic Promotions Framework and application process, available on the staff intranet.

UCOL Allied/General Schedule

The provisions within this schedule apply to existing allied/general kaimahi (those in Groups C and D of 1.1 Coverage of Agreement) whose primary place of work is deemed to be the division known as the Universal College of Learning (UCOL) and were allied/general kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new allied / general kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	The Employment Relationship
Section 2	Duty Hours and Place of Work
Section 3	Employees Personal Information
Section 4	Confirmation
Section 5	Deductions
Section 6	Staff Benefits
Section 7	Allowances and Expenses
Section 8	Indemnity
Section 9	Remuneration
Section 10	Leave
Section 11	Training, Professional Development, Post Graduate Education and Sabbatical
Section 12	Health and Safety
Section 13	Medical Examinations for Incapacity
Section 14	Retirement Grant
Section 15	Confidentiality and Security
Section 16	Ownership Rights
Section 17	General
Section 18	Individual Terms
Schedule A	Definitions
Schedule B	Salary Scales

Section 1 - The Employment Relationship

This Agreement should be read in conjunction with each employee's letter of appointment, job description and UCOL's policies and procedures.

Where any term in this Agreement differs from or conflicts with UCOL policies and/or procedures the terms of this Agreement will override the policies and procedures, in respect of that point of difference, for the employees whose terms and conditions are covered by this Collective Agreement.

1.1 The Employee's Role and Responsibilities

1.1.1 UCOL may make reasonable changes to an individual employee's duties provided that it shall first

undertake a process of consultation with the employee. Reasonableness in this context shall include a balanced consideration of the personal circumstances of the employee and the needs of UCOL. If the employee regards the changes as unreasonable, in terms of the definition contained within this clause, they may refer the matter to the Working Conditions Review Panel.

1.1.2 Any new duties will be consistent with the skills, abilities and potential of the employee.

1.1.3 Where necessary and with the employee's consent (which will not be unreasonably withheld), the employee may undergo further training (at the employer's expense) to ensure they are proficient with the changes.

1.2 The employee agrees at all times to:

1.2.1 Carry out all work required by UCOL, that falls within their job description and within what can be considered a fair and reasonable workload when required and to the best of their ability and skill.

1.2.2 Promote the interests of UCOL at all times and do nothing that may adversely affect the reputation of UCOL, recognising academic freedom as set out in the Education and Training Act and the Protected Disclosures Act.

1.2.3 Comply with any reasonable directions given to them as an employee by UCOL.

1.2.4 Keep updated and comply with UCOL's policies and procedures as amended from time to time by UCOL.

1.2.5 Comply with the obligations of UCOL, the Chief Executive and Board under the Education and Training Act, Public Services Act, Vulnerable Children Act, Health and Safety at Work Act and any other relevant legislation.

1.2.6 Maintain appropriate standards of integrity and conduct him/herself in such a way as to ensure the wellbeing of students attending UCOL.

1.2.7 Operate within delegated authorities and responsibilities that are within the scope of the employee's role.

1.3 The Employer agrees to:

1.3.1 Recognise the value of their staff and take into account internal and external relativities in ensuring UCOL maintains appropriate salaries and reward structures.

1.3.2 Acknowledge increases in an employee's skill; additional effectiveness; outstanding achievements and contributions to UCOL and to do so in a way that is affordable and reflects an appropriate use of public money.

1.3.3 Set out details of the employee's remuneration in their letter of appointment.

1.3.4 At all times comply with the obligations of the Health and Safety at Work Act and Employment Relations Act.

Section 2 - Duty Hours And Place of Work

The employee's duty hours, days and place of work are set out in their letter of appointment. The employee's place of work may be at any UCOL campus within the North Island or a combination or more than one campus location.

The employee or employer may at times request that the employee change their hours, place, and days of work. Prior to changes being made, both parties will consult each other regarding this and consider their request in good

faith.

2.1 Duty Hours

Set out below are clauses relating to full-time employee's hours of work. Part-time employees will be appointed according to their proportion. Some employees may fall outside these general parameters.

2.1.1 Weekly Duty Hours

a) Employees will generally be required to undertake duty each week between the hours of 8.00am and 9.30pm. Monday to Saturday inclusive and will normally not be required to work on any more than five days per week and for a total of no more than 40 hours per week.

b) Employees whose ordinary hours of work are between 8.00am and 6.00pm Monday to Friday will generally not be required to undertake duty for more than seven hours a week after 6.00pm and on no more than two nights per week.

c) Except when employees agree otherwise, employees will have a period of two consecutive days off work each week.

Clause 8.3.4 applies to Group D employees

2.1.2 Where an employee in Group D is required to work outside their normal hours because of particular peaks in workload, and those additional hours are approved in advance by an Executive Manager, the employee may elect to be paid at ordinary time rates or receive time off in lieu.

Section 3 - Employees' Personal Information

3.1.1 In the course of employment, UCOL may collect and retain personal information concerning any aspect of the employee's employment at UCOL. UCOL will ensure that the information is kept confidential and is not used for any purpose other than that for which it was collected, unless the employee's prior consent is obtained or disclosure is otherwise permitted or required at law. Under the Privacy Act the employee may access and request the correction of any information held by UCOL about their (unless it relates to any exception provided by the Privacy Act).

Section 4 - Confirmation

4.1.1 The employee confirms that any and all representations the employee has made as to qualifications, skills and experience are true and complete and that the employee has not failed to disclose to UCOL any matter that might have influenced UCOL's decision whether or not to employ the employee.

Section 5 - Deductions

5.1.1 Where an employee is absent from work without authority, or they have an authorised absence but an insufficient leave entitlement to cover the time off, the employee agrees that UCOL may deduct any overpayment from their salary. In any other circumstance where an overpayment is made or the employee is in debt to UCOL, their consent will be sought prior to any deduction being made.

Section 6 - Staff Benefits

6.1.1 UCOL invites its employees to participate in a number of staff benefits. These benefits are reviewed annually and may vary from time to time at UCOL's discretion. They are not part of the employee's remuneration.

6.1.2 Details of these benefits are available during the employee's orientation and/or as advised and updated by email or new/revised policies and/or procedures from time to time and/or available on the staff intranet.

Section 7 - Allowances And Expenses

7.1 Travelling

7.1.1 Actual and reasonable expenses associated with travel, accommodation and/or meals whilst on approved UCOL business.

Section 8 - Indemnity

8.1.1 UCOL undertakes to have insurance which will indemnify its employees legitimately acting to carry out the necessary functions of their positions. The specific coverage will depend on the current insurance policy UCOL holds at the time of any incident invoking this indemnity provision. However, as an indicator of the level of cover the insurance policy will provide for, it will not cover any criminal or intentional actions or those arising out of gross misconduct, negligence or non-performance by employees.

Section 9 - Remuneration

9.1 Clauses 9.1.1 applies to all employees

9.1.1 Remuneration will be determined by UCOL for each employee by taking into account the following factors:

- Internal and external relativities;
- The relevant skills, qualifications and experience of the employee;
- The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position; and
- Budget constraints.

9.1.2 The remuneration of permanent employees and fixed term employees, who have a tenure longer than 12 months, will be reviewed at least annually.

9.1.3 As required by section 54 (3) (a) (ii) of the Employment Relations Act, Schedule B sets out the minimum salary rates payable to employees covered by this agreement.

9.1.4 UCOL employees will be entitled to earn a minimum rate of pay of $22.75 (gross) per hour. This does not apply to any employee who is eligible for youth wage rates.

Section 10 - Leave

10.1.1 Employees in Groups C and D as per schedule B below shall be entitled to Institution holidays between Christmas and New Year, provided that where they are required to work, they will receive the equivalent time off at another time, as agreed with their manager.

10.1.2 Employees in Groups C and D, four weeks plus one day per annum. Part-time employees will be paid according to their proportion.

Section 11 - Training, Professional Development, Post Graduate Education and Sabbatical

11.1 Training/Support for Management Function

11.1.1 Employees undertaking management functions and/or leadership roles either by promotion, appointment or on request will receive appropriate training and/or support where required to undertake such functions and roles

11.2 Professional Development

11.2.1 Ten days per annum will be allocated to all employees for the purposes of:

a) attending staff development or training programmes sponsored or run by UCOL; and/or
b) attending teaching, subject or research related training or conferences; and/or
c) undertaking work related study to enhance their subject and or teaching/research knowledge; and/or
d) maintaining currency (in their profession or discipline) with local industry trends and practice.
e) Recognising the unique and important role that iwi hui or other significant hui play in the professional development of employees.
f) Aligning to UCOL staff capability objectives for academic and general staff.

11.2.2 And subject to:

a) the submission by the employee of a proposed programme of development activities which is in writing and which is appropriate to their position. The submission must account for the time and include a breakdown of any associated costs;
b) the approval of the employer for such programmes, but approval shall not be unreasonably withheld;
c) reasonable notice being given of proposed activities and the timing of the programmes being made with due regard to UCOL's operational requirements.

11.2.3 By way of clarification part-time employees will be entitled to 10 days' professional development time per annum, provided that this will be paid in accordance with their proportion.

11.2.4 Where the employee does not submit a proposed programme of development activities the employer reserves the right, within the employee's professional development allocation, to direct the employee to professional development activity relevant to the employee's position, and if necessary to require the employee to undertake such professional development activity.

11.2.5 The employer may reimburse reasonable expenses associated with employee's professional development subject to the employer's prior approval.

11.2.6 In the event that professional development time is not taken in any one year, it will be forfeited except for that accumulated in clause 11.2.7.

11.2.7 Notwithstanding clause 11.2.6 an employee may elect to have an annual allocation of up to five days' Professional Development time (instead of the 10 days referred to in this clause), for two years and then take up to 20 days' professional development time every third year. Employees who want to

have this alternative Professional Development time will need to agree on this with the Chief Executive.

11.2.8 A TEU representative can review and discuss any specific member's concerns and can complete a bi-annual desk audit of TEU members PD applications and provide feedback to the Executive Director of People and Capability.

Clauses 11.2.9,11.2.10,11.2.11 apply to all employees

11.2.9 It is a fundamental requirement of the job that employees maintain the required qualifications. Whilst UCOL will provide support to employees in terms of the Post Graduate Education Policy, this remains the employee's responsibility, and employees are expected to maintain the appropriate qualifications.

11.2.10 Where UCOL requires an employee to upgrade their qualification the employee may be allocated a reduced workload that reflects the requirement for upgrading. Any reduction will be cognisant of the administrative and teaching requirements of the faculty. In cases where the employee is required to upskill or upgrade their qualifications, the employer may agree to cover all or part of the costs.

11.2.11 The employer will maintain a contestable fund from which grants will be allocated towards expenses.

Section 12 - Health And Safety

12.1.1 Where an employee is engaged in VDU duties for at least half of a full-time position they shall be entitled to an eye test at UCOL's expense after the first year upon being assigned to such duties. Further tests shall be provided at not less than two yearly intervals upon application to the employer. If the test discloses that prescription spectacles are required for the normal viewing distance of a VDU, or where a change in lens prescription isrequired to continue the use of a VDU then the employer will meet the following:

a) Cost of the eye test; and
b) Cost of standard lenses or standard replacement lenses. The employer may meet the cost of contact lenses up to the level of the costs which might otherwise be paid for single vision spectacles; and
c) Cost of spectacle frames.
d) The total value of (a, b and c) shall not exceed $350 in any 24-month period.

Section 13 - Medical Examinations for Incapacity

13.1.1 The employee's employment may be terminated pursuant to this provision notwithstanding that the employee may have accrued sick leave outstanding. Where this occurs the employee's employment will be terminated immediately and the employee will be paid one month's salary in lieu of notice as well as any unused sick leave to a maximum of 50 days.

Section 14 - Retirement Grant

14.1.1 At any time during the course of the employee's employment under this Agreement, the employee is entitled to cease work to retire. At the Chief Executive's discretion, in such circumstances the employee may be entitled to receive, a retirement grant, in line with UCOL policy.

14.1.2 Outstanding annual leave will be cashed up separately.

Section 15 - Confidentiality And Security

15.1 Confidentiality

15.1.1 The employee acknowledges that, in the course of this Agreement, they may have access to information concerning UCOL and its business, students, suppliers and business partners.

15.1.2 The employee agrees to:

a) Ensure that they are acquainted with and complies with any UCOL policies regarding security of information, equipment, or business.

b) Keep all such information absolutely confidential both during the term of this Agreement and subsequently.

c) Not disclose any such information to any third party except as directed by UCOL in the course of the employee's duties under this Agreement. The employee further agrees not to make use of any such information for any purpose whatsoever other than the discharge of the employee's duties under this Agreement.

d) Not use for their own benefit, or for the benefit of any other person, any information the employee gains in the course of this Agreement and not publicly available in New Zealand. This does not reduce any rights of academic freedom under the Education and Training Act.

15.1.3 This confidentiality requirement continues to apply after termination of employment for all information that the employee gained during the term of the employee's employment.

15.1.4 "Information" includes customer lists, financial statements, business plans, projections, strategies, new product development, acquisition or merger plans, and information on the affairs of UCOL or its employees, which is not already in the public domain.

15.2 Conflict of Interest

15.2.1 The employee must ensure that they are not knowingly involved (directly or indirectly):

a) In any other employment or business which may affect their ability to perform their duties; or

b) In an activity which involves a real or possible conflict with the interests of UCOL.

15.2.2 The employee must not accept payment or other benefit in money or kind from any person or organisation as an inducement or reward in connection with their duties.

15.2.3 If the employee is in any doubt they must seek prior written clarification from their manager.

Section 16 - Ownership Rights

16.1.1 The employee agrees that UCOL owns all intellectual property rights in relation to material, processes, concepts and products the employee produces individually or with others in the course of their employment. If the employee wants to develop any material, process, concept or product and obtain personal ownership of that material/process/concept/product separate to their employment the employee should approach UCOL and obtain the express written consent of the Chief Executive to retain personal ownership or a share of the ownership of that material, process, concept or product.

16.1.2 The employer's intellectual property policy sets out ownership rights in more detail.

Section 17 - General

17.1.1 The terms of this Agreement constitute the full and entire agreement between the employer, the union and the employee, and supersede any prior discussions, agreements or representations made by either the employer, the union or the employee except as referred to in this Agreement.

17.1.2 The parties agree that the laws of New Zealand govern this Agreement.

17.1.3 If any provision or part of this Agreement is void or unenforceable for any reason, then that provision or part will be severed from the rest of the Agreement which shall be read as far as possible as if the severed provision or part never existed.

Section 18 - Individual Terms

18.1.1 […], the employee will not carry forward any other previously agreed terms with the employer on becoming bound by this Agreement. Any previous terms will cease to apply on the day the employee becomes bound by this Agreement. Subsequent to becoming bound by this Agreement, the employee may negotiate additional terms with the employer provided such terms are not inconsistent with this Agreement.

Schedule A

Definitions

"Casual" employees are engaged on an as required basis only and are untenured. Casual employees should not work regular hours and may have no legitimate expectation of ongoing employment. Casual employees are generally paid on an hourly rate.

"Duty" refers to any time when an employee is required by the employer to be on duty at UCOL or at another approved location.

“Service" means continuous service with the employer, any service with a previous employer whose organisation has been incorporated with UCOL and any other service recognised by UCOL at the time of the employee's engagement. Approved leave without pay does not affect continuous service but does not add to the length of service.

"Student Contact Time" is defined as:
That component of total workload that encompasses time spent in teaching or learning engagements with students that are either curriculum or student driven and that includes timetabled teaching hours as defined below.

"Teaching Day" means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

Schedule B Salary Rates

The below table provides information on the minimum rate of pay for current established roles covered by this Agreement (based on full time work).

Salaries are paid on a part-time basis of full-time salary rate x predetermined proportion of the position. This will be confirmed in the offer letter.

Employees will be remunerated on or above these rates. The salary of a new employee at the time of appointment will be determined following an assessment of their skills, experiences and qualifications, and will be on or above the minimum.

Where there are roles identified in Part 1, clause 1.1.1 of this agreement, and they are not listed below, as the role does not currently exist at UCOL (for example Research Assistants), the method for calculating the minimum rate payable for that role under section 54(4) (a) (iii) of the Employment Relations Act is that UCOL will apply an objective job evaluation to the role and apply a minimum that takes into account internal and external relativity factors. This process will be completed and provided to the manager prior to the role commencing.

Groups C and D

Effective from the below dates the following increases will apply to all salary scales:

Groups C	**From 1 Jan 2024**
Technical Assistant **ACE Facilitator, Facilitator,** **Facilitator - Free and Easy**	$52,371.03 or $25.18 per hour
Librarian - Cataloguing **Librarian - Knowledge Hub** **Librarian - Serials** **Librarian - Assistant**	$54,434.35 or $26.17 per hour
Librarian - Electronic Resources	$58,991.08 or $28.36 per hour
Student Success Advisor - Wellbeing **Student Success Advisor - Youth Guarantee** **Engagement Advisor - Disability** **Library and Learning Advisor** **Student Success Learning Advisor** **(Learning Advisor)**	$69,093.19 or $33.22 per hour
Counsellor	$74,437.47 or $35.79 per hour

Group D	From 1 Jan 2024
Accounts Receivable Officer **Administrative Co-ordinator (Quality)** **Administrator** **Car Groomer** **Cook** **Customer Support Administrator** **Disability Support Assistant** **Engagement Coordinator** **International Administrator** **Kaiawhina Tahuru (Administrative Assistant)** **Laboratory Educator** **Laboratory Technician** **Laundry Person** **Maintenance Assistant** **Office Administrator** **Peer Tutor** **Residential Supervisor** **Site Assistant - Facilities Management** **Student Enrolment Advisor** **Student Registry Administrator - Enrolments** **Student Registry Administrator - Records** **Student Registry Administrator - Records & Programme Mgmt** **Technician (Chemistry)** **Technician (Construction)** **Technician (Creative)** **Technician (Kitchen)** **U-Skills Transition Co-ordinators**	$52,371.03 or $25.18 per hour
Accounts Officer **Assistant - Office of the Chief Executive** **International Recruitment/ Conversion Administrator** **Learning Technologies Training and Support Technician** **Strategic Support Officer** **U-Skills STAR Coordinator**	$54,434.05 or $26.17 per hour

Administrator - Space Management Corporate Assurance & Risk Officer Engagement Advisor - Youth Guarantee **Executive Assistants** **IT and Project Administrator Kaituhono Engagement and Disability Support Coordinator** **Kaituhono Engagement and Youth Guarantee Coordinator** **Marketing and Events Assistant** **Payroll Officer** **People and Safety Officer** **Raukura Engagement Coordinator** **Student Life Coordinator** **Taumarunui, Whanau & Comm Relationship Co-ordinator** **U-Skills Lead Transition Coordinator** **U-Skills Operations Officer**	$58,991.08 or $28.36 per hour
Assistant Management Accountant Employability Coordinator **Kaituhono Mahi Kaiarataki** **Kaiawhina** **Kaitiaki Akonga** **Kaitiaki me Pasefika Akonga** **Operations Manager** **Programme Management Leader** **Recognition of Prior Learning Assessor/Co-ordinator** **Senior Administrator** **Technical Support Specialist - Communication Systems** **Technical Support Specialist - Device Mgmt**	$63,582.85 or $30.57 per hour
Brand and Material Designer Communications Project Coordinator Engagement Advisor - International Management Accountant **Marketing Advisor** **Recruitment Advisor** **Social Media Coordinator** **Student Advocacy and Welfare Coordinator** **Support, Employability and Youth Guarantee Advisor**	$69,093.19 or $33.22 per hour
Communications Advisor **Events and Sponsorship Lead** **Human Resources Advisor** **IT User Environment Specialist**	$74,437.47 or $35.79 per hour

Application Support Analyst **Database Administrator** **Database and Reporting Analyst** **External Relation Advisor** **Financial Accountant** **Health & Safety Advisor** **Literacy and Numeracy Leader** **System Developer** **Systems Support Analyst**	$81,022.59 or $38.96 per hour
Academic Advisor **Buildings Project Manager** **Business Analyst** **Cultural Development Advisor** **Digital Communicator (Senior)** **Learning Technologies Advisor** **Project Manager - Facilities and Systems** **Senior Brand and Materials Designer** **Staff Capability Leader**	$87,194.06 or $41.92 per hour
Learning Technologies Leader **Health and Safety Emergency Management Advisor** **Senior Business Information Analyst** **Senior Systems Developer**	$93,964.06 or $45.18 per hour
Senior Financial Business Partner **Senior Infrastructure Engineer** **Strategic Business Information Analyst**	$101,319.65 or $48.71 per hour

Salary Progression

All employee salaries are reviewed annually regardless as to whether or not the individual has completed a Salary Review Application. A review may, but does not necessarily equate to an increase in salary.

The salary review process aims to recognise outstanding performance, taking into account:

- The employee's salary level;
- Internal and external relatives;
- Any recruiting and retention issues;
- The available funds.

The 'Annual Salary Review Information' provides details on the annual process, available on our staff intranet.

Wintec Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as Wintec and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Terms of Appointment
Section 3	Career Progression and Remuneration
Section 4	Workload
Section 5	Leave
Section 6	Training and Profession Development
Section 7	Allowances, Expenses and Grants
Section 8	Organisational Change
Section 9	Transitional Provisions
Schedule A	Salary Rates
Schedule A2	Grand Parented Discretionary Leave MECA 01 November 2010
Schedule A3	Grand Parented Discretionary Leave 28 Jan 2012
Schedule B	Factors Characterising Academic Staff Members and Senior Staff Members
Schedule C	Discretionary Leave
Schedule D	Sick Leave for Those Employees Appointed before 2 March 1999

Section 1 - Definitions

1.1 Definitions

1.1.1 "Clinical Teaching"

a) means off-campus health science teaching involving client care.

1.1.2 "Employee"

a) means a person employed under the terms of this agreement. "ERA" means the Employment Relations Act 2000.

1.1.3 "Non-Teaching Academic Position"/"Non-Teaching Academic Staff Member"

a) means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule B.

1.1.4 "Polytechnic"

a) has the same meaning as defined in the Education Amendment Act1990 and includes any

other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer.

1.1.5 "Service"
Means
a) continuous service in the employment of any New Zealand polytechnic, REAP community education centre or any organisation which is now a polytechnic or institute of technology, and
b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
c) any other service Wintec agrees to recognise at the time of appointment.
d) Periods of continuous full-time service, or part-time service with Wintec or any of the following tertiary institutes: NorthTec, Unitec, Whitireia, and Bay of Plenty Polytechnic are aggregated to the full-time equivalent service for the purposes of this definition.

1.1.6 "Continuous service"
a) for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:
I. approved leave without pay.
II. breaks of not more than three months between employment within the polytechnic service.

1.1.7 "Teaching Day"
a) means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

Section 2 - Terms of Appointment

2.1 Appointment Procedures

2.1.1 Changes to appointment
a) If the proportion of a position is changed by agreement between Wintec and the employee, the employee has the automatic right to the position. If the change is a reduction in proportionality initiated by Wintec, then Part A, Section 12 Organisational Change will apply.

Section 3 - Career Progression and Remuneration

3.1 Salary Rates

The salary rates are set out in Schedule A.

3.1.1 The appropriate salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to the Wintec Starting Salaries Policy.

3.1.2 An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to their grade and step with effect from the date that they become bound by this agreement and will not be entitled to receive back-pay.

3.2 Hourly Paid Positions

3.2.1 When this involves timetabled teaching, an agreed loading of additional paid work of at least 0.2 per teaching hour is to be paid. In deciding this amount, Wintec will maintain an equitable workload which reflects that of full-time employees doing similar work.

3.3 Progression

3.3.1 Increments

a) At step 8 the requirements of the Merit Bar (outlined below) must be met to move to step

b) Once at step 9, movement to each step will be after each year of service. A double or accelerated increment may be approved by Wintec for performance, ensuring internal relativity, or retention. The new increment date is from the date of the accelerated increment.

c) An increment may be withheld if, in Wintec's opinion, an employee's performance over the previous year has been unsatisfactory. Wintec will notify the employee of the decision and the reasons for it.

3.3.2 Merit Bar

a) To progress to step 9 an ASM will need to have:
   I. completed 12 months on ASM step 8, and
   II. used the professional development opportunities as per clause 6.1 and 6.2 below, and
   III. completed tutor training as per. Part B Section 4.2

b) Where an ASM has been prevented from achieving 3.3.2 a) II and III by Wintec's failure to meet the requirements, these criteria will not apply.

3.3.3 Appointment and progression to the SASM and PASM grades

a) Appointment to the SASM and PASM grades will be on verification of the appropriate skills and attributes set out in Schedule B.

b) Progression through to the SASM or PASM grades will be by the annual promotion round process.

c) Verification will be carried out according to policy and procedures developed and reviewed in consultation with TEU.

d) An employee who progresses to the SASM grade will be entitled to a minimum payment of

e) $1200.

f) Any increase within SASM will be no less than $1,000. Where the difference between the salary of the employee and the top of the salary scale for the grade is less than $1,000, the employee will be moved to the maximum of the grade.

g) An employee who progresses to the PASM grade will be entitled to a minimum payment of

h) $1,300.

Section 4 - Workload

4.1 Hours of Work

4.1.1 Work will be arranged in a way that will enable flexibility for Wintec and the employee and ensure a safe and reasonable workload.

4.1.2 The ordinary hours of work will be between 7.30am and 10.00pm, Monday to Saturday, for 37.5 hours per week, over five consecutive days. Staff will have a break of at least 11 hours between each day of duty.

4.1.3 Work outside of these hours may be agreed by the employee and Wintec to fulfil the requirements of the position. Such agreement will not be unreasonably withheld and where any agreement has been made it will not be withdrawn by the employee before the completion of the course or programme.

Section 5 - Leave

5.1 Calculation of Annual and Discretionary Leave Taken

5.1.1 Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

5.2 Annual and Discretionary Leave for Employees with Short Service

5.1.2 Employees with less than 12 months' full service in any one year will have leave calculated at 10% of the period worked, less any leave taken. Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

Section 6 -Training and Professional Development

6.1 Professional Development Leave

6.1.1 Permanent and fixed term staff are allocated 10 days for professional development (PD) annually, reduced on a pro rata basis for periods of employment of less than a full year.

6.1.2 Professional Development leave may be used to build or maintain industry currency through completing an industry secondment, as agreed through the My Plan process.

6.2 Professional Development Expenses

6.2.1 As part of agreed development plan aligned to both School and business priorities, and with management approval, professional development expenses in any one academic year may be up to, but not necessarily limited to, 2.5% of salary.

Section 7 - Allowances, Expenses and Grants

7.1 Travel Allowance

7.1.1 An employee required to travel within New Zealand will be paid:

a) An incidental allowance of $10.05 from the date of ratification 2024 and $10.45 from 1 January 2025 for each 24-hour period or part thereof;

b) approved actual and reasonable accommodation costs, or an allowance of $39.98 from the date of ratification 2024 and $41.58 from 1 January 2025, per night when staying privately; meal costs up $79.97 from date of ratification 2024 and $83.17 from 1 January 2025 for each 24-hour period or part thereof; and travel costs;

c) for one visit home per month for an employee with dependants.

7.1.2 Where appropriate the employee will provide proof of payment.

7.2 Meal Allowance

7.2.1 When an employee's required hours of work span any two meal breaks, breakfast, lunch or dinner, the employee will be paid a meal allowance of $16.76 from the date of ratification 2024 and $17.43 from 1 January 2025.

Section 8 - Organisational Change

8.1 Definition

8.1.1 No existing staff member will be displaced by the appointment of a Tutorial Assistant.

Section 9 - Transitional Provisions

9.1 Market Allowances

9.1.1 The percentage increases specified in this agreement will apply to employees in receipt of market allowances. Subject to the provisions of this agreement relating to back-pay, the percentage increases will be applied to the appropriate rate within the ASM, SASM or PASM scale which the individual staff member is on as at 21 December 2011 and 21 December 2012. The market allowance will remain at its existing monetary level - it will not be abated.

Schedule A - Salary Rates

Schedule A1 Salary scale for all new employees

Effective from the below dates the following increases will apply to all salary scales:

SCHEDULE A1 - ALL NEW EMPLOYEES

		4%/5% in-crease from 1 Jan 2023	4% increase from 1 Jan 2024	4% increase from 1 Jan 2025
Tutorial Assistants Step				
2		$41,519	$43,180	$44,907
3		$43,437	$45,174	$46,981
4		$45,360	$47,174	$49,061
5		$47,283	$49,174	$51,141
6		$49,201	$51,169	$53,216
7		$51,122	$53,167	$55,294
8		$53,042	$55,164	$57,371
ASM Step				
1		$58,839	$61,193	$63,641
2		$62,276	$64,767	$67,358
3		$64,770	$67,361	$70,055
4		$67,269	$69,960	$72,758
5		$69,765	$72,556	$75,458
6		$72,264	$75,155	$78,161
7		$74,758	$77,748	$80,858
8		$77,256	$80,346	$83,560
MERIT BAR then new steps				
9		$78,993	$82,153	$85,439
10		$81,466	$84,725	$88,114
11		$84,188	$87,556	$91,058
SASM Range				
min		$84,188	$87,556	$91,058
max		$94,515	$98,296	$102,228
PASM Range				
min		$86,889	$90,365	$93,980
max		$109,763	$114,154	$118,720

Hourly paid ASM rates

Effective from the below dates the following increases will apply to all salary scales:

HOURLY PAID ASM HOURLY RATES

		4%/5% in-crease from 1 Jan 2023	4% increase from 1 Jan 2024	4% increase from 1 Jan 2025
ASM Step				
1		$34.07	$35.43	$36.85
2		$36.09	$37.53	$39.03
3		$37.52	$39.02	$40.58
4		$38.97	$40.53	$42.15
5		$40.41	$42.03	$43.71
6		$41.88	$43.56	$45.30
7		$43.34	$45.07	$46.87
8		$44.79	$46.58	$48.44
MERIT BAR then new steps				
9		$45.80	$47.63	$49.54
10		$47.26	$49.15	$51.12
11		$48.82	$50.77	$52.80
SASM Range				
min		$49.04	$51.00	$53.04
max		$54.62	$56.80	$59.07
PASM Range				
min		$50.14	$52.15	$54.24
max		$63.53	$66.07	$68.71

Schedule A2

Staff covered by previous MECA 01/11/2010 (and who exchanged two weeks' DL by 28 February 2013) Effective from the below dates the following increases will apply to all salary scales:

		4%/5% increase from 1 Jan 2023	4% increase from 1 Jan 2024	4% increase from 1 Jan 2025
Tutorial Assistants Step				
3		$ 41,982	$ 43,661	$ 45,407
4		$ 43,839	$ 45,593	$ 47,417
5		$ 45,691	$ 47,519	$ 49,420
6		$ 47,541	$ 49,443	$ 51,421
7		$ 49,396	$ 51,372	$ 53,427
8		$ 51,247	$ 53,297	$ 55,429
ASM Step				
1		$ 56,841	$ 59,115	$ 61,480
2		$ 60,155	$ 62,561	$ 65,063
3		$ 62,563	$ 65,066	$ 67,669
4		$ 64,971	$ 67,570	$ 70,273
5		$ 67,381	$ 70,076	$ 72,879
6		$ 69,789	$ 72,581	$ 75,484
7		$ 72,199	$ 75,087	$ 78,090
8		$ 74,608	$ 77,592	$ 80,696
MERIT BAR then new steps				
9		$ 77,016	$ 80,097	$ 83,301
10		$ 78,668	$ 81,815	$ 85,088
11		$ 81,295	$ 84,547	$ 87,929
SASM Range				
min		$ 81,295	$ 84,547	$ 87,929
max		$ 91,255	$ 94,905	$ 98,701
PASM RANGE				
min		$ 83,902	$ 87,258	$ 90,748
max		$ 105,967	$ 110,206	$ 114,614

Schedule A3

For all staff who have elected grand parented discretionary leave by 28 January 2012. Effective from the below dates, the following increases will apply to all salary scales:

SCHEDULE A3

For all staff who have elected grandparented discretionary leave by 28 January 2012

		4%/5% increase from 1 Jan 2023	4% increase from 1 Jan 2024	4% increase from 1 Jan 2025
ASM Step				
1		$54,716	$56,905	$59,181
2		$57,903	$60,219	$62,628
3		$60,216	$62,625	$65,130
4		$62,532	$65,033	$67,634
5		$64,848	$67,442	$70,140
6		$67,163	$69,850	$72,644
7		$69,476	$72,255	$75,145
8		$71,794	$74,666	$77,653
MERIT BAR then new steps				
9		$74,107	$77,071	$80,154
10		$76,422	$79,479	$82,658
11		$78,219	$81,348	$84,602
SASM Range				
min		$78,219	$81,348	$84,602
max		$87,796	$91,308	$94,960
PASM Range				
min		$80,726	$83,955	$87,313
max		$101,935	$106,012	$110,252

Schedule B – Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied for career progression, in the identification of academic staff positions, and when considering positions which do not have a teaching component where appropriate.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

1 Be competent in their discipline/subject area.
2 Implement and develop programmes and learning (respond to feedback).
3 Apply effective communication skills in learning situations related to their discipline.
4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5 Contribute to the development of and implement programmes for the assessment of student learning.
6 Recognise student learning difficulties and arrange for appropriate support.
7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.
8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
    a) initiate and respond to feedback from students and/or peers
    b) plan and implement programmes for professional development.
9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11 Be able to contribute to the effective outcome of work teams.
12 Participate in the broader professional and academic life of Wintec.
13 Carry out administrative responsibilities integral to ASMs' work.
14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15 Practise within the Wintec's policy framework and legislative obligations.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

1 Demonstrate advanced standing in their discipline/subject area.
2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3 Apply effective communication skills in diverse learning situations.
4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5 Select and apply strategies to enable students to develop as independent learners.
6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7 Identify student learning difficulties and plan and implement strategies for improvement.
8 Design and implement small scale research into effective teaching and/or learning within own discipline.
9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
    a) initiate and respond to feedback from students and/or peers.
    b) plan and implement programmes for professional development.

11 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13 Take responsibility for the effective outcome of work teams.
14 Actively contribute to the broader academic and professional life of Wintec.
15 Carry out administrative responsibilities integral to the SASM role.
16 Practise within Wintec's policy framework and legislative obligations.
17 Demonstrate professional activities which contribute in a positive way to the reputation of the profession/Wintec e.g. research, consultancy, publication.
18 Actively support and contribute to the objectives, direction and operation of their department and Wintec.

Schedule C – Discretionary Leave

This schedule only applies to TEU members who were bound by the collective agreement at 21 December 2011, and who were on the terms and conditions of the expired MECA as at 30 November 2010.

Entitlement

Existing staff

Existing members will have the following change in discretionary leave:

a) One week of discretionary leave will be exchanged on 1 February 2012. This will be a permanent exchange and will be paid out at 2% of the 21 December 2011 annual base salary (pro-rated for part-time staff}, which will form part of the employee's annual salary.

They will be entitled to three weeks' discretionary leave from 1 February 2012.

b) A further one week of discretionary leave will be exchanged on 1 February 2013. This will be a permanent exchange and will be paid out at 2% of the 21 December 2011 annual base salary (pro-rated for part-time staff), which will form part of the employee's annual salary.

They will be entitled to two weeks' discretionary leave from 1 February 2013.

c) Where discretionary leave has been exchanged, the additional time throughout the year will generally be used for a range of activities including capability development, research, industry placements, international initiatives, sabbatical leave, pastoral care, planning and other activities.

Existing staff - election to grandparent
Employees may elect to grandparent (i.e. retain) four weeks' discretionary leave. This election will occur no later than 28 January 2012; a signed, confirmed list to be kept by Wintec, TEU Branch President and TEU National Office.

Non-teaching academic staff
Discretionary leave will not apply to a non-teaching academic staff member appointed after 1 September 1993. A non-teaching academic staff member employed before 1 September 1993 will retain their discretionary leave entitlement unless there has been a mutually agreed reduction.

Agreement to reduce entitlement.
Wintec and the employee may negotiate and agree in writing to permanently reduce the employee's entitlement to discretionary leave under this clause subject to the following conditions:
1 the reduction shall be in periods of not less than one week, and
2 the employee shall be liable to perform all duties relating to their position, and
3 the employee shall be paid 2% of their annual salary for each week of discretionary leave that is reduced pursuant to this provision.

The employee will be advised of his or her right to seek advice from TEU prior to any negotiations and agreement being finalised.

Application Of the Leave

1 Discretionary leave is requested at the employee's discretion, and the timing of the leave is approved by the employee's manager. Exceptions to initiation at employee discretion include:
   a) Up to three weeks in each of the first two years of employment may be required for initial academic staff member training.
   b) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with Wintec's performance management procedures.
2 Where an employee is entitled to discretionary leave, such leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of Wintec.
3 Discretionary leave not taken in the year of entitlement, unless declined for a specific operational reason, will be forfeited.

Annual And Discretionary Leave for Employees With Short Service

1 (effective date of these changes will be 1 February 2011)
2 Where an employee has served less than 12 months the leave calculation will be reduced according to the appropriate ratio below:
   a) Five weeks leave entitlement: (i.e. no discretionary leave) 10 percent of the period worked less any leave taken
   b) Six weeks leave entitlement: (i.e. five weeks' annual leave and one week's discretionary leave) 12 percent of the period worked less any leave taken
   c) Seven weeks leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave) 14 percent of the period worked less any leave taken
   d) Eight weeks leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave) 16 percent of the period worked less any leave taken
   e) Nine weeks leave entitlement: (i.e. five weeks' annual leave and four weeks' discretionary leave) 18 percent of the period worked less any leave taken

Schedule D – Sick Leave for Those Employees Appointed Before 2 March 1999

Those employees with accrued sick leave in excess of 260 days as at 2 March 1999 will retain their current entitlement.

Those employees with accrued sick leave of less than 260 days as at 2 March 1999 will retain their current entitlement and begin accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with Part A 8.4.1

Those employees who have no accrued sick leave as at 2 March 1999 will be entitled to five days' sick leave until their next anniversary of appointment and will then accrue leave in accordance with Part A 8.4.1

Wintec Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Wintec.
All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave Provisions
Section 3	Allowances and Expenses
Section 4	Organisational Change

Section 1 - Overtime Rates

Overtime provisions are set out in Part C, Section 4.

1.1 Overtime rates

1.1.1 Overtime worked will apply to hours worked over 37.5 hours per week, and with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at time and a half (T1½).

Section 2 - Leave Provisions

2.1 Long Service Leave

2.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 10 years' continuous service: 1 week
b) After 15 years' continuous service: 2 weeks
c) After 25 years' continuous service: 3 weeks
d) After 35 years' continuous service: 4 weeks

2.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 3 - Allowances And Expenses

To be read in conjunction with the CEA Part A, Section 9.

3.1 Travel Allowance

3.1.1 An employee required to travel within New Zealand will be paid:

a) An incidental allowance of $10.05 from the date of ratification 2024 and $10.45 from 1 January

2025 for each 2- hour period or part thereof;

b) approved actual and reasonable accommodation costs, or an allowance of $39.98 from the date of ratification 2024 and $41.58 from 1 January 2025 , per night when staying privately; meal costs up $79.97 from the date of ratification 2024 and $83.17 from 1 January 2025 for each 24-hour period or part thereof; and travel costs;

c) for one visit home per month for an employee with dependants.

3.1.2 Where appropriate the employee will provide proof of payment.

3.2 Meal Allowance

3.2.1 When an employee's required hours of work span any two meal breaks, breakfast, lunch or dinner, the employee will be paid a meal allowance of $16.76 from the date of ratification 2024 and $17.43 from 1 January 2025.

3.3 Professional Development Expenses

Professional Development entitlements and parameters are set out in the CEA, Part C, Section 1

3.3.1 The employer will contribute up to $400 annually towards expenses for the purposes of advancing professional knowledge and expertise, as agreed to during professional development planning.

Section 4 - Organisational Change

See Part A, Section 12 for the further organisational change provisions.

4.1 Redundancy payment

4.1.1 If your position is disestablished and declared surplus to the requirements of Wintec, you will be entitled to:

a) Six weeks' salary calculated at your ordinary rate of pay for the first year of service with Wintec and two weeks' salary calculated at your ordinary rate of pay for every additional year of service, up to a maximum of 26 weeks, and;

b) Any accrued annual leave due. Note this does not include accrued sick leave.

4.1.2 In addition to the above, if any portion of the 2-month notice period is not worked the employer will pay, in lieu of notice 16% of salary (or the appropriate proportion of this) for the preceding 12 months in lieu of the period of notice not worked, regardless of the length of service.

WelTec Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Wellington Institute of Technology (WelTec) and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	*Clause Heading*
Section 1	Interpretation and General Definitions
Section 2	WelTec and TEU Consultative Committee
Section 3	Career Progression and Remuneration
Section 4	Workload
Section 5	Training and Professional Development
Section 6	Allowances, Expenses and Grants
Section 7	Learning Assistance for Staff and Immediate Family Members
Schedule A	WelTec Salary Scales
Schedule B	Factors Characterising Academic Staff Members and Senior Academic Staff Members
Schedule C	Discretionary Leave

Section 1 - Interpretation and General Definitions

1.1 Definitions

1.1.1 "Non-Teaching Academic Position"
means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule B.

1.1.2 "Institute"
has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of WelTec.

1.1.3 "Service"
means:

a) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic, and
b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
c) periods of continuous part-time service with WelTec, which are aggregated to the full-time equivalent service for the purposes of this definition, and
d) any other service WelTec agrees to recognise at the time of appointment.

1.1.4 "Continuous Service"
for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by but does not include any:

a) approved leave without pay
b) breaks of not more than three months between employment within the polytechnic service.

1.1.5 "Teaching Day"
means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

Section 2 - WelTec and TEU Consultative Committee

2.1 Introduction

2.1.1 The parties agree to establish a Consultative Committee to meet regularly and discuss matters of mutual interest and concern.

2.2 Composition of the Committee

2.2.1 The Committee will be composed of equal numbers of WelTec and TEU representatives, but not less than two each. The TEU representatives will be ASMs whose work comes with in the coverage of this Agreement.

2.2.2 The convenor of the Committee shall be elected on an annual basis by members of the Committee.

2.2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

2.3 Role of the Committee

2.3.1 The functions of the Committee are to:

a) Provide a forum for WelTec to consult with TEU over the development of new policies or the revision of existing policies that impact on the terms and conditions of those staff whose work comes within the coverage of this Agreement. Such policies shall not contain provisions that are inconsistent with this Agreement. The Committee does not have a role in relation to variations to this Agreement.
b) Oversee the progress of any working parties agreed to under this Agreement, including the Workload Policy, Professional Development Policy, Part-time Academic Staff Policy, Promotions Policy and Academic Staff Starting Salaries Policy.
c) Monitor the implementation of such policies.
d) Provide advice on any matters referred to the Committee by the CEO.
e) Monitor performance and implementation of the Collective Agreement and note possible minor changes for future negotiations.

2.4 Operating Guidelines

2.4.1 The Committee will develop guidelines in relation to meeting frequency, agendas and minutes, and meeting protocols.

2.4.2 Committee members shall be expected to consult using their own protocol with

2.4.3 their constituencies throughout the process and prior to decision-making. The TEU representatives

shall seek the advice of the TEU National Secretary and/or TEU organiser as part of the TEU consultation process. TEU's internal processes require the branch to endorse new or revised policies that impact on the terms and conditions of members.

2.4.4 Committee members shall genuinely seek to reach a consensus on all matters that come before the Committee and to demonstrate good faith in discharging their responsibilities as set out above.

a) Where matters pertain to the Collective Agreement, and where agreement cannot be reached, the status quo of this Agreement shall prevail.
b) Where a situation is not covered or is unable to be covered by the provision of clauses in this Agreement, and the Committee cannot reach agreement, WelTec will exercise management prerogative by referring matters to the CEO for a decision.
c) Agendas and minutes of meetings will be available to the TEU National Secretary and/or TEU organiser as recognised representatives of the union that is party to this Agreement.
d) Advisers may be invited to attend, subject to Committee agreement. Such advisers include the TEU organiser.
e) WelTec policy agreed to by the Committee shall be promulgated through standard local procedure and subject to periodic review/amendment by the Committee.

2.5 Resourcing

2.5.1 Secretarial support and time allowances shall be made available to the Committee to ensure its effective operation.

2.5.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs to be shared with TEU.

2.5.3 If a person is nominated for a working party, then the designated staff member of that working party is given a time allowance to execute the responsibility of the working party to be negotiated with the Head of School/Centre.

Section 3 - Career Progression and Remuneration

3.1 Statement of Intent

3.1.1 The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

3.2 Salary Rates

3.2.1 Salaries

a) ASMs will be paid at the appropriate rates set out in Schedule A

3.2.2 Starting Salaries

a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new staff member's skills and attributes according to WelTec's starting salaries policy.

b) WelTec may pay a market allowance over the assessed salary level (see Part A Section 10.2).

3.2.3 Part-time Positions

a) Salaries will be paid on a proportional basis as follows:
b) full-time salary rate x predetermined proportion of the position. This will be confirmed in the letter of appointment.

3.2.4 Hourly paid Positions

a) Hourly paid ASMs will be paid the rates in Schedule A for each hour of work. When this involves timetabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.

b) In deciding the amount of additional paid work WelTec will maintain an equitable workload, which reflects that of full-time staff members doing similar work.

3.3 Salary Progression

3.3.1 Progression within the ASM Grade

The provisions of subclause 3.3.1 apply to progression within the ASM Grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being appointed to any step within the ASM grade above step 8.

a) Increments

I. Subject to subclauses (b) (c) and (d) of this clause staff members in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching step 8.

II. No increments will be paid to staff members on the WelTec Tutor development programme.

b) Advanced Increments

I. A double or accelerated increment may be approved by WelTec for:

- meritorious performance
- ensuring relativity within WelTec
- retention.

II. The new increment date is from the date of the advanced increment.

c) Withholding of Increments

I. An increment may be withheld if, in WelTec's opinion, an ASM's performance over the previous year has been unsatisfactory. WelTec will notify the ASM of the decision and the reasons for it.

d) Progression from ASM steps 8 through to 11

I. There will be a bar to progression beyond step 8.

II. To progress to step 9 an academic staff member will need to have:

- completed twelve months on ASM step 8.
- Met the initial teacher qualification criteria as specified in Part B 1.1 and Part B 4.2.
- verified that the standards specified under ASM in Schedule B have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member
- used the professional development opportunities provided in clause 5.1

III. All ASMs who meet these criteria will move to step 9.

IV. Where an ASM has been prevented from complying with the last two criteria in subclause (d) (ii) above by WelTec's failure to make necessary provision according to the Agreement, these criteria will not apply.

V. Movement to ASM step 10 will be on completion of twelve months' service on step 9 and to ASM step 11 on completion of twelve months' service on step 10.

3.3.2 Progression to the SASM Grade

a) Progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule B

b) and in accordance with WelTec's Promotions Policy and Procedures. Verification will be carried out according to policy and procedures developed and reviewed under Section 2 of this Schedule

3.3.3 Progression within the Senior ASM Grade

a) Progression within the SASM Grade will be by annual review of the staff member's professional practice, which will refer to the Senior ASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed under Section 2.
b) Any increase given under this clause will be no less than $1000 per annum.
c) In the event that an employee's due salary increases within SASM or PASM would extend beyond the top of the relevant scale, the increase shall be applied regardless of whether it takes the employee's salary beyond the scale.

3.3.4 Progression to the PASM Grade

a) The policies and procedures for progression from the SASM to the PASM Grade will be developed through the mechanism in Section 2. Any increases given under this clause will be no less than $750 per annum.

3.3.5 Annual Funding for Merit Movement

a) An amount of 0.5% of the total base salaries for ASMs covered by this Agreement will be set aside each year to fund merit progressions for these staff merit progressions will include all salary movements which are not required to be automatic by this Agreement.

Section 4 - Workload

4.1 Non-Teaching ASMs Employed Prior to 22 November 2001

4.1.1 A non-teaching ASM shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.

4.1.2 The non-teaching ASM will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/ activities/attendant duties having due regard for the operational requirements of WelTec.

Section 5 - Training and Professional Development

5.1 Professional Development

5.1.1 Professional development time:

a) ASMs employed up to and including 04 December 2011 will be allocated 10 days for professional development;
b) ASMs employed from 05 December 2011 will be allocated 20 duty days for professional development.
c) For both groups of employees described in 5.1.1a) and b) above, this professional development time is to be reduced on a pro rata basis for part-time periods of employment and employment of less than a full year.

5.1.2 This professional development time may be used for-

a) Directed development in the areas where the need for performance improvement has been identified in WelTec's formal appraisal procedure.
b) Professional development to maintain their competence and currency eg. Industry experience, initial teaching training (refer Section 5), research, programme development, conferences,

courses, mentoring, secondment, Hui a Tau or study towards a qualification to ensure they are able to meet the requirements of their position/role.

5.1.3 Use of this professional development time is subject to:

a) the ASM submitting a proposed programme of development activities, which accounts for this time or its equivalent;
b) WelTec approving the proposed programme. Approval will not be unreasonably withheld;
c) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to WelTec's operational requirements;
d) If, in the opinion of WelTec, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the ASM may be required to undertake such duty as WelTec directs.
e) ASMs will be entitled to a minimum of $800 per annum (pro rata for part-time staff and those with short service) for reimbursement of actual and reasonable expenses for approved professional development plans.
f) Where an ASM undertakes approved professional development in their own time for the equivalent of the allocated duty days, they will use the allocated days at their discretion provided the provisions of subclause (c) above apply.
g) reference should be made to WelTec's Business Policy Manual and the Professional Development Policy when reading this section.

5.1.4 An ASM undertaking approved and relevant study at WelTec may have the tuition fees for such study paid for by WelTec as part of their professional development. WelTec may also agree to meet some or all of the tuition costs of obtaining relevant qualifications at another institution where the qualification is not available at WelTec, or where it is agreed at the time of appointment that the ASM can complete, in full or in part, a programme they are already enrolled in at another institution. The payment of such fees shall be granted according to WelTec policy as updated from time to time.

Section 6 - Allowances, Expenses and Grants

6.1 Travelling Allowance

6.1.1 A staff member required to travel within New Zealand on official business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance $40.83 from the date of ratification 2024 and $42.46 from 1 January 2025 when staying privately; and
b) actual and reasonable travel costs; and
c) actual and reasonable meal costs up to $81.70 from the date of ratification 2024 and $84.97 from 1 January 2025 for each completed twenty-four hour period; and
d) an incidental allowance $10.26 from the date of ratification 2024 and $10.67 from 1 January 2025 for each twenty-four hour period or part thereof;
e) in addition, when away from home on official business, a staff member with dependants is entitled to one visit home per month at WelTec's expense.

6.1.2 Where appropriate the staff member will provide proof of payment.

6.2 Meal Allowances

6.2.1 When a staff member's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the staff member will be paid one meal allowance of $16.93 from the date of ratification 2024 and $17.61 from 1 January 2025.

6.3 Transport Allowances

6.3.1 Staff will cover the cost of their own travel to and from their work each day, provided that where the work base varies from time to time, or where a staff member is required to work on more than one site during a working day, WelTec will pay any additional costs incurred. WelTec is not obliged to pay additional costs where different sites are established as work bases according to a regular pattern and this has been clearly specified in the letter of appointment.

Section 7 - Learning Assistance for Staff and Immediate Family Members

7.1.1 WelTec will subsidise, by 50%, the tuition fees of a staff member's immediate family. Staff member, in this case, will either be permanent or a fixed term (pro-rata for fixed term).

7.1.2 The immediate family is defined as a spouse, son, daughter, brother, sister, mother, father or de facto partner. (Other conditions apply).

7.1.3 The subsidy will only be for undersubscribed courses and for new courses (start from the beginning of the course and not midway).

7.1.4 It is also noted that should the rules of the Tertiary Education Commission change, such changes shall apply to this clause.

Schedule A - WelTec Salary Scales

Salary Scale 1: New staff

Effective from the below dates the following increases will apply to all salary scales:

SALARY SCALE 1: NEW STAFF				
	1/01/2024		1/01/2025	
	4.00%	Hourly rate	4.00%	Hourly rate
TA Scale				
1	$ 50,307	$ 25.7279	$ 52,319	$ 26.7570
2	$ 52,346	$ 26.7706	$ 54,440	$ 27.8414
3	$ 54,388	$ 27.8150	$ 56,564	$ 28.9276
5	$ 56,437	$ 28.8627	$ 58,694	$ 30.0172
ASM Scale				
1	$ 62,602	$ 32.0158	$ 65,106	$ 33.2964
2	$ 66,257	$ 33.8850	$ 68,907	$ 35.2404
3	$ 68,912	$ 35.2431	$ 71,668	$ 36.6528
4	$ 71,572	$ 36.6030	$ 74,435	$ 38.0671
5	$ 74,227	$ 37.9606	$ 77,196	$ 39.4790
6	$ 76,881	$ 39.3182	$ 79,956	$ 40.8909
7	$ 79,540	$ 40.6781	$ 82,722	$ 42.3052
8	$ 81,415	$ 41.6371	$ 84,672	$ 43.3026
9	$ 84,043	$ 42.9813	$ 87,405	$ 44.7006
10	$ 86,678	$ 44.3282	$ 90,145	$ 46.1013
11	$ 89,309	$ 45.6739	$ 92,881	$ 47.5009
SASM Range				
min	$ 89,309	$ 45.6739	$ 92,881	$ 47.5009
max	$ 105,744	$ 54.0790	$ 109,974	$ 56.2422
PASM Range				
min	$ 98,652	$ 50.4526	$ 102,598	$ 52.4707
max	$ 116,780	$ 59.7228	$ 121,451	$ 62.1117

Salary Scale 2: Existing staff who do not sell or exchange discretionary leave (DL)

Effective from the below dates the following increases will apply to all salary scales:

SCALE 2: EXISTING STAFF WHO DO NOT SELL OR EXCHANGE DL				
	1/01/2024		1/01/2025	
	4.00%	Hourly rate	4.00%	Hourly rate
TA Scale				
1	$ 50,449	$ 25.8005	$ 52,467	$ 26.8325
2	$ 52,342	$ 26.7685	$ 54,436	$ 27.8392
ASM Scale				
1	$ 58,053	$ 29.6892	$ 60,375	$ 30.8768
2	$ 61,435	$ 31.4188	$ 63,892	$ 32.6756
3	$ 63,894	$ 32.6765	$ 66,450	$ 33.9836
4	$ 66,358	$ 34.8105	$ 69,012	$ 36.2029
5	$ 68,817	$ 35.1939	$ 71,570	$ 36.6017
6	$ 71,273	$ 36.4505	$ 74,124	$ 37.9085
7	$ 73,736	$ 37.7099	$ 76,685	$ 39.2183
8	$ 76,197	$ 38.9682	$ 79,245	$ 40.5269
9	$ 78,653	$ 40.2247	$ 81,799	$ 41.8337
10	$ 81,115	$ 41.4834	$ 84,360	$ 43.1427
11	$ 82,780	$ 42.3351	$ 86,091	$ 44.0285
SASM Range				
min	$ 82,780	$ 42.3351	$ 86,091	$ 44.0285
max	$ 97,997	$ 50.1174	$ 101,917	$ 52.1221
PASM Range				
min	$ 91,430	$ 46.7586	$ 95,087	$ 48.6289
max	$ 108,219	$ 55.3452	$ 112,548	$ 57.5590

For those who sell or exchange Discretionary Leave refer to Schedule C (e).

Schedule B

FACTORS CHARACTERISING ACADEMIC STAFF MEMBERS AND SENIOR ACADEMIC STAFF MEMBERS

These characteristics should be applied:

1 in the identification of academic staff positions
2 during an induction period
3 for career progression.

These characteristics should be applied appropriately when considering positions, which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes in so far as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASM or PASMs.

They should:

a) Be competent in their discipline/subject area.

b) Implement and develop programmes and learning (respond to feedback).

c) Apply effective communication skills in learning situations related to their discipline.

d) Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.

e) Contribute to the development of and implement programmes for the assessment of student learning.

f) Recognise student-learning difficulties and arrange for appropriate support.

g) Evaluate and reflect on own practice in order to identify directions for and strategies for development.

h) Demonstrate commitment to ongoing professional development both within their discipline and as an educator:

   I. Initiate and respond to feedback from students and/or peers

   II. Plan and implement programmes for professional development.

i) Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.

j) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.

k) Be able to contribute to the effective outcome of work teams.

l) Participate in the broader professional and academic life of the institution.

m) Discharge administrative responsibilities integral to ASM's work.

n) Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.

o) Practise within the policy framework and legislative obligations of the Institute.

p) Keeping up to date with relevant industry and business skill needs and, as appropriate, incorporating those needs into course development and delivery.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes in so far as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes, which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

a) Be able to demonstrate advanced standing in their discipline/subject area.

b) Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).

c) Apply effective communication skills in diverse learning situations.

d) Select and apply teaching and/or learning strategies consistent with individual student learning needs.

e) Select and apply strategies to enable students to develop as independent learners.

f) Plan, implement and evaluate pro grammes for the assessment of student learning, including the assessment of prior experiential learning.

g) Be able to identify student-learning difficulties and plan and implement strategies for improvement.

h) Design and implement small-scale research into effective teaching and/or learning within own discipline.

i) Evaluate and reflect on own practice in order to identify directions and strategies for improvement.

j) Demonstrate commitment to ongoing professional development both within their discipline and as an educator:

   I. initiate and respond to feedback from students and/or peers

   II. plan and implement programmes for professional development.

k) Practise in non -racist and non-sexist ways and be sensitive to students and colleagues with special needs.

l) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.

m) Take responsibility for the effective outcome of work teams.

n) Actively contribute to the broader academic and professional life of the institution.

o) Discharge administrative responsibilities integral to the SASM role.

p) Practise within the policy framework and legislative obligation of the institute.

q) Demonstrate professional activities, which contribute in a positive way to the reputation of WelTec/profession e.g. research, consultancy, publication.

r) Actively support and contribute to the objectives, direction and operation of their department and the institute.

s) Leading and mentoring ASMs in maintaining and developing industry contacts and responding to industry needs.

Schedule C

Discretionary Leave

NOTE: This section only applies to staff employed prior to 05 December 2011.

a) Staff will be entitled to four weeks per leave year to be used at the staff member's discretion, with the following exceptions:
   I. Up to three weeks in each of the first two years of employment for initial ASM training including WelTec's staff development programme.
   II. Where the staff member is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in WelTec's formal appraisal procedures.
   III. Unless sub-clause (e) and/or (f) of this Schedule are initiated.

b) Unless the staff member agrees otherwise, discretionary leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of WelTec.

c) Eligibility
   I. Discretionary leave will not apply to ASMs appointed from 05 December 2011.
   II. Discretionary leave will not apply to a non-teaching ASM appointed after 01 September 1993.
   III. A non-teaching ASM employed before 01 September 1993 will retain his/her discretionary leave entitlements unless there has been a mutually agreed reduction.

d) Discretionary leave must be taken in the leave year in which it is awarded. Unless prior approval has been received in writing to accumulate, discretionary leave outstanding at the end of the leave year will be forfeited.

e) Exchange of discretionary leave
   I. From 2012 calendar year WelTec or the individual employee may initiate a process to negotiate changes to staff discretionary leave conditions provided that the employee or a group of employees

are advised that they are entitled to assistance from TEU prior to entering into the negotiations.

II. An employee of group of employees may agree to up to 2 weeks of their discretionary leave entitlement being permanently exchanged for duty time in multiples of whole weeks. This agreement will not unreasonably be withheld by either party.

III. Every week of discretionary leave that is exchanged for duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the current base annual salary.

IV. Any agreement under this section will be in writing and signed by both the employee and the employer.

f) Leave Timetable

I. Each staff member will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous.

g) Conversion of discretionary leave to professional development time

I. The employer may require that up to 2 weeks of discretionary leave be permanently converted to professional development time in multiples of whole weeks in terms of clause 5.1 of this Schedule.

II. Every week of discretionary leave that is convert ed into professional development time shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the current base annual salary.

WelTec Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as WelTec.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below, will apply.

Clause Number	*Heading*
Section 1	Overtime Rates
Section 2	Leave
Section 3	Allowances
Section 4	Organisational Change

Section 1 - Overtime Rates

Overtime provisions are set out in Part C, Section 4.

1.1 Overtime rates

1.1.1 Overtime worked will apply to hours worked over 40 hours per week, and with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked. Where agreed with the manager, overtime shall be paid at ordinary rates for the first 5 hours per fortnight and time and a half (T1½) thereafter.

1.1.2 Double time (T2) shall be paid for all overtime worked as follows:

a) between 10.00pm and 6.00am;

b) between midday Saturday and 6.00am on Monday.

Section 2 - Leave

2.1 Special Leave

2.1.1 WelTec may grant special leave, with or without pay, on such terms and conditions as WelTec decides.

2.2 Long Service Leave

2.2.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:
After 15 years' continuous service: 2 weeks
After 20 years' continuous service: 2 weeks
After 25 years' continuous service: 1 week

2.2.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding

this entitlement will be made available to the kaimahi when it falls due.

2.2.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 3 - Allowances

3.1 Travelling Allowance

3.1.1 Kaimahi required to travel within New Zealand on official business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance $40.83 from the date of ratification 2024 and $42.46 from 1 January 2025 when staying privately; and
b) actual and reasonable travel costs; and
c) actual and reasonable meal costs up to $81.70 from date of ratification 2024 and $84.97 from 1 January 2025 for each completed twenty-four hour period; and
d) an incidental allowance $10.26 from the date of ratification 2024 and $10.67 from 1 January 2025 for each twenty-four hour period or part thereof;
e) in addition, when away from home on official business, a staff member with dependants is entitled to one visit home per month at WelTec's expense. Where appropriate the staff member will provide proof of payment.

3.2 Meal Allowances

3.2.1 When a staff member's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the staff member will be paid one meal allowance of $16.93 from the date of ratification 2024 and $17.61 from 1 January 2025.

Section 4 - Organisational Change

See Part A, Section 12 for further organisational change provisions.

4.1 Redundancy compensation

4.1.1 One month notice or one salary in lieu of notice (or a lesser period of notice with the balance of the one month period being paid in lieu) plus;

4.1.2 Redundancy compensation will be calculated on the basis of four weeks' salary for up to twelve months continuous service at WelTec and two weeks' pay for each additional twelve months continuous service, provided that in any case the total redundancy compensation shall not exceed a maximum of 13 weeks' salary; and payment in lieu of any outstanding leave entitlements.

WITT Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as Western Institute of Technology at Taranaki (WITT) and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Career Progression and Remuneration
Section 3	Workload
Section 4	Leave
Section 5	Training and Professional Development
Section 6	Allowances, Expenses and Grants
Schedule A	Salary Scales
Schedule B	Factors Characterising Academic Staff Members, Senior Academic Staff Members and Principal Academic Staff Members

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Section 1 - Definitions

1.1 Definitions

1.1.1 "Casual staff"

a) means a staff member employed on an hourly rate and who is engaged to work only on an "as and when" required basis; is under no obligation to accept work offered; is employed for a discrete casual work engagement(s); is paid in full at the end of each completed casual work engagement (including holiday pay). Casual staff may be entitled to a weighted allowance for example two total teaching hours weighted at 1.8.

1.1.2 "Clinical

a) Teaching means off-campus health science teaching involving client care.

1.1.3 "Staff member"

a) means a person employed under the terms of this agreement.

1.1.4 "Employer" means the Chief Executive, or any manager acting with their delegated authority.

1.1.5 "ERA" means the Employment Relations Act 2000.

1.1.6 "Institute"

a) means the institute referred to in the preamble above.

1.1.7 “Non-Teaching Academic Position”

a) means a position requiring less than 50 time-tabled teaching hours per year and significantly reflecting the criteria listed in Schedule B; and a non-teaching academic staff member has a corresponding meaning.

1.1.8 “Polytechnic”

a) has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CE fulfils the role of employer.

1.1.9 “Service”

a) means

I. Continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a Polytechnic or Institute of Technology and

II. continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector and

III. periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated to the full-time equivalent service for the purposes of this definition and

IV. any other service the employer agrees to recognise at the time of appointment.

1.1.10 “Continuous service”

a) for the purposes outlined above, includes all periods of paid leave and parental leave and is not broken by but does not include any:

I. approved leave without pay

II. breaks of not more than three months between employment within the polytechnic service.

1.1.11 “Teaching Day”

a) means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

Section 2 - Career Progression and Remuneration

2.1 Statement of Intent

2.1.1 The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

2.2 Salary Rates

2.2.1 Starting Salaries

a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new staff’s skills and attributes according to the Institute’s starting salaries policy.

b) The employer may pay a market allowance over the assessed salary level (see Part A 10.2).

2.2.2 Part-time Positions

a) Salaries will be paid on a proportional basis as follows:
   I. full-time salary rate x predetermined proportion of the position.
   II. This will be confirmed in the letter of appointment.

2.2.3 Casual or hourly paid Positions

a) Casual or hourly paid staff will be paid the rates in Schedule A for each hour of work. When this involves timetabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited. The additional paid work may be added to the hourly rated and paid as one amount. The additional paid work will be identified in the letter of appointment.
b) Clause 2.2.3(c) does not apply to casual paid or clinical teaching positions.
c) In deciding the amount of additional paid work, the employer will maintain an equitable workload which reflects that of full-time staff member doing similar work.

2.3 Salary Progression

2.3.1 Subject to the following provisions, where an academic staff member meets the relevant characteristics of ASM, SASM and PASM as specified in Schedule B, they may be appointed to the ASM, SASM or PASM Grade. An academic staff member may be appointed to PASM grade in accordance with the institute's policy.

2.3.2 Progression within the ASM Grade

The provisions of clause 2.3.2 apply to progression within the ASM Grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being appointed to ANY step within the ASM grade.

a) Increments
   I. Subject to sub clauses (b) and (c) of this clause employees in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching top ASM
   II. maximum step.
   III. No increments will be paid to staff on an induction period.
b) Advanced Increments
   I. A double or accelerated increment may be approved by the employer for:
      - meritorious performance
      - ensuring relativity within the institute
      - retention
   II. The new increment date is from the date of the advanced increment.
c) Withholding of Increments
   I. An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

2.3.3 Appointment and Progression to the SASM Grade

a) Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule B. Verification will be carried out according to policy and procedures developed and reviewed in consultation with TEU.
b) A member of staff who is appointed or progresses to SASM grade shall be entitled to be placed on the first SASM step.

2.3.4 Progression within the SASM Grade

a) Progression within the SASM Grade will be by annual review of the staff member's professional practice which will refer to the SASM criteria in Schedule B. This review will

be carried out according to policies and procedures developed and reviewed in consultation with TEU.

b) Progression will be to the next step within the scale.

2.3.5 Appointment and Progression to the PASM Grade

a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with TEU. The parties agree to develop a policy and procedure for appointment to the PASM grade. This will be completed in time for the 2014 progression round.

b) Subject to 2.3.5 (a) progression will be to the next step within the scale.

2.3.6 Progression within the PASM Grade

a) A staff member employed on the PASM salary grade may apply annually for progression within the PASM salary scale in accordance with each Institute's policy.

b) Progression within the PASM Grade will be by annual review of the staff member's professional practice which will refer to the PASM criteria in Schedule B.

Section 3 - Workload

3.1 Duty Hours

3.1.1 The following limits on requirements to undertake duty apply for full-time staff (see Part B Section 2.4.1 for part-time staff).

a) Weekly Duty Hours

I. Staff may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:

- 36 hours for staff employed as academic staff members and tutorial assistants at all Institutes
- 37.5 hours for Non-Teaching academic staff members employed at all Institutes.

II. Within the total hours set out in (i) above staff may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.

III. Staff may consent to undertake duties:

- after 5.00 pm in excess of the provisions in (ii) above.
- at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme under clause 7.
- before 8.00 am where this is necessary to meet the needs of the employer's
- business.

IV. Where an employee consents to work outside of the hours prescribed herein, such contest shall not be withdrawn during a course.

3.2 Workload Provisions for Specific Types of Position

3.2.1 Part-time staff

a) All TTH and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of full-time employment for a part-time member of staff.

b) Notwithstanding clause 3.1.1 a) above a part-time staff member may consent to work full-time for a proportion of the year equal to the proportion for which they have been employed, provided that if the academic staff member's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of full-time.

Section 4 - Leave

4.1 Discretionary Leave

4.1.1 Except as otherwise provided in Part B Section 3.2, staff will be entitled to four weeks per leave year to be used at the staff member's discretion, with the following exceptions:

a) Up to three weeks in each of the first two years of employment may be required for initial academic staff member training.

b) Where staff are required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with the Institute's performance management procedures.

4.1.2 The employer and the member of staff may negotiate and agree in writing to reduce the member of staff's entitlement to discretionary leave under this clause subject to the following conditions:

a) the reduction shall be in periods of not less than one week, and

b) the member of staff shall be liable to perform all duties relating to their position, and

c) the member of staff shall be paid 2% of their annual salary for each week of discretionary leave that is reduced pursuant to this provision.

4.1.3 Sub-clause 4.1.2 does not apply during the first 30 days of employment.

a) The member of staff will be advised of their right to seek advice from TEU prior to any negotiations and agreement being finalised.

4.1.4 Any agreement reached between the employer and staff member may be renegotiated at any time.

4.1.5 Where staff are entitled to discretionary leave, such leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the institute.

a) Discretionary leave will not apply to a non-teaching academic staff member appointed after 01 September 1993.

b) A non-teaching academic staff member employed before 01 September 1993 will retain their discretionary leave entitlement unless there has been a mutually agreed reduction.

4.1.6 Discretionary leave not taken in the year of entitlement will be forfeited.

4.2 Leave Timetable

4.2.1 Each staff member will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Period of discretionary leave and annual leave may be continuous.

4.3 Calculation of Annual and Discretionary Leave Taken

4.3.1 Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

4.4 Annual and Discretionary Leave for Staff with Short Service (effective date of these changes will be 01 February 2011)

4.4.1 Employees with less than 12 months full service in any one year will have leave calculated at 18 percent of the period worked, less any leave taken.

4.4.2 Where a member of staff has served less than 12 months and has negotiated a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:

a) Five weeks leave entitlement: (i.e.no discretionary leave)10 percent of the period worked less

any leave taken

b) Six weeks leave entitlement: (i.e. five weeks annual leave and one week's discretionary leave) 12 percent of the period worked less any leave taken

c) Seven weeks leave entitlement: (i.e. five weeks annual leave and two weeks discretionary leave) 14 percent of the period worked less any leave taken

d) Eight weeks leave entitlement: (i.e. five weeks annual leave and three weeks discretionary leave) 16 percent of the period worked less any leave taken.

4.4.3 Staff with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

Section 5 - Training And Professional Development

5.1 Training

5.1.1 Permanent ASMs will complete up to 12 weeks recognised training in the practice of adult and tertiary education. The employer may accept that a member of staff 's prior training experience fulfils all or part of this requirement.

5.1.2 In each of the first two years of employment an ASM maybe required to use up to three weeks discretionary leave and five days professional development time for initial academic staff member training.

5.1.3 Appropriate training opportunities will be provided to limited tenure ASMs, having regard to the length of their appointment.

5.2 Professional Development

5.2.1 Academic staff members will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for periods of employment of less than full year, subject to:

a) the academic staff member submitting a proposed programme of development activities which accounts for this time or its equivalent

b) the employer approving the proposed programme. Approval will not be unreasonably withheld

c) reasonable notice being given of proposed activities and the timing of the programs being negotiated with due regard to the institute's operational requirements

d) where an academic staff member undertakes approved professional development in their own time for the equivalent of the allocated duty days, they will use the allocated days at their discretion provided the provisions of (c) apply.

5.2.2 Provided that the requirements of subclause 5.2.1(c) of this clause are met the following activities will be approved as part of a programme:

a) Attending staff development or training programmes sponsored or run by the institute or TEU

b) attending work-related conferences

c) undertaking work-related study of not less than two weeks.

d) subject to the provisions of clause 5.2.1, attending professional work-related supervision.

5.2.3 If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the academic staff member may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

5.2.4 Staff will be entitled to a minimum of $400 per annum (pro rata for part-time staff and with short service). They may be paid an amount up to, but not necessarily limited to, $1,000 for

reimbursement of actual and reasonable expenses for approved professional development activities.

5.2.5 The provisions of this sub-clause shall not limit the operation of any institute policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of the member of staff under such institute policy however, the employer may take into account any payment it makes to, for or on behalf of the member of staff under this sub-clause.

5.2.6 Professional development days may be accumulated according to any conditions which have been agreed by the employer and the member of staff.

Section 6 - Allowances, Expenses and Grants

6.1 Travelling Allowance

6.1.1 A member of staff required to travel within New Zealand on official business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance of
b) $42.10 from the date of ratification 2024 and $43.78 from 1 January 2025 per night when staying privately and
c) actual and reasonable travel costs and
d) actual and reasonable meal costs up to $84.20 from the date of ratification 2024 and $87.57 from 1 January 2025 for each completed 24 hour period and
e) an incidental allowance of $10.58 from the date of ratification 2024 and $11.00 from 1 January 2025 for each 24-hour period or part thereof;
f) in addition, when away from home on official business, a member of staff with dependents is entitled to one visit home per month at the employer's expense.

6.1.2 Where appropriate the member of staff will provide proof of payment.

6.2 Meal Allowances

6.2.1 When a member of staff's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the staff member will be paid one meal allowance of $17.79 from the date of ratification 2024 and $18.50 from 1 January 2025.

Schedule A

Academic Staff Salary Scale – Western Institute of Technology

Effective from the below dates the following increases will apply to all salary scales:

Grades Steps		2023	2024	2025
			4%	4%
Tutorial Assistant	1	$48,107	$50,031	$52,032
	2	$49,933	$51,930	$54,007
	3	$51,762	$53,832	$55,985
Academic Staff Member	1	$70,563	$73,386	$76,321
	2	$72,834	$75,747	$78,777
	3	$75,105	$78,109	$81,233
	4	$76,931	$80,008	$83,208
	5	$78,008	$81,128	$84,373

Apply to progress from ASM to SASM using career progression criteria and submitting evidence

Effective from the below dates the following increases will apply to all salary scales:

Grades Steps		2023	2024	2025
			4%	4%
Senior Academic Staff Member	1	$79,818	$83,011	$86,331
	2	$81,628	$84,893	$88,289
	3	$83,437	$86,774	$90,245
	4	$85,247	$88,657	$92,203
	5	$87,056	$90,538	$94,160
	6	$88,865	$92,420	$96,117

Apply to progress from SASM to PASM using career progression criteria and submitting evidence

Effective from the below dates the following increases will apply to all salary scales:

Grades Steps		2023	2024	2025
			4%	4%
Principal Academic Staff Member	1	$90,676	$94,303	$98,075
	2	$92,486	$96,185	$100,032
	3	$94,297	$98,069	$101,992
	4	$96,106	$99,950	$103,948
	5	$97,915	$101,832	$105,905
	6	$99,725	$103,714	$107,863

Casual or hourly paid rates

Effective from the below dates the following increases will apply to all salary scales:

Grades Steps		2023	2024	2025
			4%	4%
ASM Min	**1**	$44.27	$46.04	$47.88
	2	$45.69	$47.51	$49.41
	3	$47.11	$49.00	$50.96
	4	$48.26	$50.19	$52.20
ASM Max	**5**	$48.93	$50.89	$52.92
SASM Min	**1**	$50.07	$52.07	$54.15
	2	$51.22	$53.27	$55.40
	3	$52.33	$54.43	$56.60
	4	$53.47	$55.61	$57.83
	5	$54.62	$56.81	$59.08
SASM Max	**6**	$55.73	$57.96	$60.28
PASM Min	**1**	$56.90	$59.17	$61.54
	2	$58.02	$60.34	$62.76
	3	$59.16	$61.52	$63.98
	4	$60.29	$62.70	$65.21
	5	$61.41	$63.87	$66.42
PASM Max	**6**	$62.55	$65.05	$67.65

Schedule B

Factors Characterising Academic Staff Members, Senior Academic Staff Members and Principal Academic Staff Members

These characteristics should be applied:

1) in the identification of academic staff positions
2) during an induction period
3) for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

1) Be competent in their discipline/subject area.
2) Implement and develop programmes and learning (respond to feedback).
3) Apply effective communication skills in learning situations related to the discipline.
4) Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.

5) Contribute to the development of and implement programmes for the assessment of student learning.
6) Recognise student learning difficulties and arrange for appropriate support.
7) Evaluateandreflectonownpracticeinordertoidentifydirectionsforand strategies for development.
8) Demonstrate commitment to ongoing professional development both within their discipline and as an educator
    . initiate and respond to feedback from students and/or peers
    . plan and implement programmes for professional development.
9) Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11) Be able to contribute to the effective outcome of work teams.
12) Participate in the broad professional and academic life of the institution.
13) Discharge administrative responsibilities integral to ASM's work.
14) Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15) Practise with the policy framework and legislative obligations of the institute.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

1) Be able to demonstrate advanced standing in the discipline/subject area.
2) Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3) Apply effective communication skills in diverse learning situations.
4) Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5) Select and apply strategies to enable students to develop independent learners.
6) Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7) Be able to identify student learning difficulties and plan and implement strategies for improvement.
8) Design and implement small scale research into effective teaching and/or learning within own discipline.
9) Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10) Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
    . initiate and respond to feedback from students and/or peers
    . plan and implement programmes for professional development.
11) Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13) Take responsibility for the effective outcome of work teams.
14) Actively contribute to the border academic and professional life of the institution.
15) Discharge administrative responsibilities integral to the SASM role.
16) PractisewithinthepolicyframeworkandlegislativeobligationoftheInstitute.
17) Demonstrate professional activities which contribute in a positive way to the reputation of the Institute/profession e.g. research, consultancy, publication.
18) Actively support and contribute to the objectives, direction and operation of their department and the Institute.

PASMs

PASMs are expected to mentor, lead and be experts in their discipline/field and are expected to take a proactive role in supporting SASMs as they progress their skills and attributes towards career enhancement. PASMs are expected to be inspirational leaders and their actions must reflect the vision and culture of the institution.

They should:

1) Hold, as a minimum, a master's Qualification and/or an Advanced Qualification e.g. Advanced Trade Certificate that demonstrates advanced knowledge and skills in their discipline/field.
2) Be recognised by internal and external parties as leaders in their academic discipline/subject areas.
3) Make an outstanding contribution within and/or beyond the Institute (WITT).
4) Undertake and/or contribute to significant research and development (as defined by the Research policy), agreed consultancy and/or significant agreed-industry project.
5) Maintain currency and guide and review programmes and courses - this may be demonstrated through leading a programme review or demonstrating development work that maintains currency and achieves programme objectives.
6) Provide leadership in discipline, at national and Institute level which demonstrates sound educational planning
    . which may be demonstrated through membership of a national/regional committee; leading curriculum design and development; and/or demonstrating leadership roles in the Department or Faculty.
7) Demonstrate innovation and/or leadership collaboration in identifying, developing, maintaining and/or promoting effective styles and methods of teaching and learning in the institute.
8) Be expected to take a leading role and demonstrate innovative teaching and learning strategies to show a commitment to continuous learning and a commitment to blended/alternative learning opportunities; to take a lead role in self-evaluation; to use and promote state-of-the-art learning to other staff.
9) Demonstrate leadership in working with staff to meet individual student learning needs
    . e.g. learning contracts, special assessment conditions. Identify students that require additional learning support and arrange for appropriate referral and/or additional learning experiences for these students.
10) Be able to demonstrate they have led and assisted staff in assessment and moderation/collaborative course evaluation; and have examined changes resulting from this leadership.
11) Identify and verify involvement in representing WITT in external programme/course moderation and take a leading role in internal moderation processes.
12) Take a leading role in the Institute's self-assessment activities and actively mentor and provide expert advice to ASM and SASM staff as they undertake self- assessment in order to identify directions, strategies and opportunities for development.
13) Significantly enhance the Institute's reputation by ensuring the values, vision and culture of the Institute are promoted in a positive way at all times.
14) Demonstrate effective teamwork through leadership of a team and can demonstrate they have been recognised as a mentor by colleagues and/or other staff.
15) Demonstrate appropriate values and attitudes by exercising skill and judgement in dealing with issues of discrimination and difference; and ensure a commitment to WITT's policies.

WITT Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as WITT Polytechnic.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave
Section 3	Allowances and Expenses

Section 1 - Overtime Rates

1.1 **Overtime provisions are set out in Part C, Section 4.**

1.1.1 Overtime worked will with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at:

a) Time one and one half (T1½) for the first three hours and double time (T2) thereafter

b) Double time (T2) is also payable for all overtime worked

I. between 9.00 pm and 6.00 am

II. between midday Saturday and 6.00 am Monday

III. on any Public Holiday.

Section 2 - Leave

2.1 Long Service Leave

2.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied) kaimahi will be entitled to paid long service leave as follows:

a) After 10 years' continuous service: 2 weeks

b) After 15 years' continuous service: 2 weeks

2.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 3 - Allowances And Expenses

3.1 Travelling Allowance

3.1.1 Kaimahi required to travel within New Zealand on official business will be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation costs, or an allowance of $42.10 from the date of ratification 2024 and $43.78 from 1 January 2025 per night when staying privately and
b) actual and reasonable travel costs, and
c) actual and reasonable meal costs up to $84.20 from the date of ratification 2024 and $87.57 from 1 January 2025 for each completed 24 hour period and
d) an incidental allowance of $10.58 from the date of ratification 2024 and $11.00 from 1 January 2025 for each 24-hour period or part thereof;
e) in addition, when away from home on official business, kaimahi with dependants are entitled to one visit home per month at the employer's expense. Where appropriate the member of staff will provide proof of payment.

3.2 Meal Allowances

3.2.1 When the required hours of duty span any two meal breaks, breakfast, lunch or dinner, kaimahi will be paid one meal allowance of $17.79 from the date of ratification 2024 and $18.50 from 1 January 2025.

Whitireia Academic Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Whitireia and were Academic kaimahi covered by the TEU – Te Pūkenga Collective Agreement (CA) that expired on 31 March 2024; and new academic kaimahi who commence employment with the employer from 1 April 2024.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	***Heading***
Section 1	Definitions
Section 2	Career Progression and Remuneration
Section 3	Leave
Section 4	Training and Professional Development
Section 5	Allowances, Expenses and Grants
Schedule A	Academic Salary Scale
Schedule B	Factors Characterising Academic Staff Members and Senior Staff Members

Section 1 - Definitions

1.1 Definitions

1.1.1 "Clinical Teaching''
means off-campus health science teaching involving client care.

1.1.2 "Employee"
means a person employed under the terms of this agreement.

1.1.3 "Employer"
means the Chief Executive Whitireia of any of the employer parties, or any manager acting with their delegated authority.

1.1.4 "ERA"
means the Employment Relations Act 2000.

1.1.5 "Institute"
means Whitireia Community Polytechnic trading as Whitireia New Zealand (also referred to as Whitireia).

1.1.6 "Non-Teaching Academic Position"
means a position requiring less than 50 time-tabled teaching hours per year and significantly reflecting the criteria listed in Schedule B; and a non-teaching academic staff member has a corresponding meaning.

1.1.7 "PASM"
means an academic staff member on the PASM salary scale at Schedule A

1.1.8 "Polytechnic"
has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer.

1.1.9 "Service"
means
a) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology, and
b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
c) periods of continuous full-time service, or part-time service with the employer which are aggregated to the full-time equivalent service for the purposes of this definition, and
d) any other service the employer agrees to recognise at the time of appointment.
e) "Continuous service", for the purposes outlined above, includes all periods of paid leave and parental leave and is not broken by, but does not include any:
f) approved leave without pay
g) breaks of not more than three months between employment within the polytechnic service.

1.1.10 "Teaching Day''
means any duty day on which teaching is time-tabled or on which distance learning teaching duties are undertaken.

Section 2 - Career Progression and Remuneration

2.1 Statement of Intent

2.1.1 The following provisions recognise the need for academic staff members to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

2.2 Salary Rates

2.2.1 Salaries
a) Subject to the provisions of this sub-clause, employees will be paid at the appropriate rates set out as follows in accordance with Schedule A.
b) An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to their grade and step with effect from the date that they become bound by this agreement. Such employee shall not be entitled to receive back-pay.
c) For the purposes of this clause, the term "salary increase" shall not include any salary increment or salary increase paid as a result of promotion under an individual employment agreement based on the terms and conditions of the collective agreement.

2.2.2 Starting Salaries
a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to the institute's starting salaries policy.
b) The employer may pay a market allowance over the assessed salary level (see Part A 10.2).

2.2.3 Part-time Positions
a) Salaries will be paid on a proportional basis as follows:
b) full-time salary rate x predetermined proportion of the position. This will be confirmed in the letter of appointment.

2.2.4 Hourly paid or Casual Positions

a) Part-time hourly paid or casual employees will be paid based on the salary rates in Schedule A for each hour of work. When this involves time-tabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.

b) In deciding the amount of additional paid work, the employer will maintain an equitable workload which reflects that of full-time employees doing similar work.

2.2.5 Salary Progression

a) Subject to the following provisions, where an academic staff member meets the relevant characteristics of ASM and SASM specified in Schedule B, they may be appointed to the ASM or SASM Grade. An academic staff member may be appointed to PASM grade in accordance with the institute's policy.

2.2.6 Progression within the ASM Grade

a) The provisions of clause 2.2.6 apply to progression within the ASM Grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being appointed to ANY step within the ASM grade above Step 8.

b) The requirements of Step 8 must be met before an employee who is appointed on or below Step 8 may progress from ASM Steps 8 through to the maximum step within the ASM grade.

I. Increments

- Subject to sub clauses II, III and IV of this clause employees in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching Step 8.
- No increments will be paid to employees on an induction period.

II. Advanced Increments

- A double or accelerated increment may be approved by the employer for:
  - meritorious performance
  - ensuring relativity within the institute
  - retention
- The new increment date is from the date of the advanced increment.

III. Withholding of Increments

- An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

IV. Progression from ASM Steps 8 through to the maximum step within the ASM Grade

- There will be a bar to progression beyond step 8.
- To progress to step 9 an ASM will need to have:
  - completed 12 months on ASM step 8, and
  - where an ASM has been required to undergo an induction period, completed such period, and demonstrated to the satisfaction of the employer that they have continued to meet the standards specified under the ASM Grade in Schedule B. The verification process will be undertaken by the appropriate manager and the staff member, and
  - used the professional development opportunities provided by clause4.1 below, and
  - completed tutor training as per clause Part B Section 4.2

V. Subject to clause 2.2.6 b) III all ASMs who meet these criteria will move to step 9.

- Where an ASM has been prevented from complying with the last two criteria in b) (IV) above by the employer's failure to make necessary provision according to the agreement, these criteria will not apply.
- Subject to clause 2.2.6 b) III. movement to ASM step 1O will be on completion of 12 months service on step 9 and to ASM step 11 on completion of 12 months service on step 10.

2.2.7 Appointment and Progression to the SASM Grade

a) Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule B. Verification will be carried out according to policy and procedures developed and reviewed in consultation with TEU.

b) An employee who is appoint ed or progresses to the SASM grade shall be entitled to a minimum payment of $500.

2.2.8 Progression within the SASM Grade

a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.

b) Subject to clause 2.2.8 c) any increase given under this clause will be no less than $1,000 per annum.

c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 2.2.8 (b), the employee shall be paid the maximum rate provided for the SASM grade.

2.2.9 Appointment and Progression to the PASM Grade

a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with TEU.

b) Subject to clause 2.2.9 (c) any increase given under this clause will be no less than $750 per annum.

c) Where the difference between the salary of the employee and the top of the salary scale for the PASM grade is less than the minimum amount provided for in clause 2.2.9 (b), the employee shall be paid the maximum rate provided for the PASM grade.

2.2.10 Progression within the PASM Grade

a) A staff member employed on the PASM salary grade may apply annually for progression within the PASM salary scale in accordance with the lnstitute's policy.

Section 3 - Leave

3.1 Discretionary Leave

3.1.1 All employees are entitled to two weeks (i.e., 10 days pro-rata) discretionary leave per year to be used at the employee's discretion within operational requirements. Any leave not taken in the year of entitlement will be forfeited.

Except as otherwise provided in clause 3.1.1 following exceptions:

a) Up to two weeks in each of the first two years of employment may be required for initial academic staff member training.

b) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with the institute's performance management procedures

3.1.2 TEU members who were eligible for three weeks (i.e. 15 days pro rata) discretionary leave as per the Whitireia TEU CEA which expired 15 November 2013 will continue to be eligible for three weeks discretionary leave.

a) A further week's discretionary leave may be bought out at the employer's discretion at the value of 2% of base salary pro rata. The two-week discretionary leave salary scales in schedule A would reflect this buy out.

b) The additional week(s), resulting from the discretionary leave reduction as detailed above, will not be used for classroom teaching duties.

3.1.3 The employer and the employee may negotiate and agree in writing to reduce the employee's remaining entitlement to discretionary leave (i.e. the two weeks asper 3.1.1 under this clause subject to the following conditions:

a) the reduction shall be in periods of not less than one week, and
b) the employee shall be liable to perform all duties relating to their position, and
c) the employee shall be paid 2% of the employee's annual salary for each week of discretionary leave that is reduced pursuant to this provision.

3.1.4 Sub-clause 3.1.3 (c) does not apply during the employee's first 30 days of employment.

3.1.5 The employee will be advised of their right to seek advice from TEU prior to any negotiations and agreement being finalised.

a) Any agreement reached between the employer and employee may be renegotiated at any time.
b) Where an employee is entitled to discretionary leave, such leave should be used in blocks of not less than one week (where possible) and will be timed having regard to the operational requirements of the institute.
c) Discretionary leave will not apply to non-teaching academic staff members.

3.2 Leave Timetable

3.2.1 Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous.

3.3 Calculation of Annual and Discretionary Leave Taken

3.3.1 Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

3.4 Annual and Discretionary Leave for Employees with Short Service

3.4.1 Employees with less than 12 months full service in any one year will have leave calculated as follows:

a) 10 percent for Annual Leave entitlement
b) 2 percent per week for any Discretionary Leave entitlement the leave calculation will then be reduced by any leave taken on final payment.

3.4.2 Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year (within the leave entitlement for the term of their agreement).

Section 4 -Training And Professional Development

4.1 Professional Development

4.1.1 Academic staff members will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro-rata basis for periods of employment of less than a full year, subject to:

a) the academic staff member submitting a proposed programme of development activities which accounts for this time or its equivalent
b) the employer approving the proposed programme. Approval will not be unreasonably withheld
c) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to the institute's operational requirements
d) where an academic staff member undertakes approved professional development in their own time for the equivalent of the allocated duty days, they will use the allocated days at their discretion provided the provisions of (c) apply.

4.1.2 Employees will be entitled to a minimum of $400 per annum (pro rata for part-time staff and staff with short service). They may be paid an amount up to, but not necessarily limited to, $1,000 for reimbursement of actual and reasonable expenses for approved professional development activities.

4.1.3 The provisions of this sub-clause shall not limit the operation of any institute policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of the employee under such institute policy however, the employer may take into account any payment it makes to, for or on behalf of the employee under this sub-clause.

4.1.4 Professional development days may be accumulated according to any conditions which have been agreed by the employer and the employee.

Section 5 -Allowances, Expenses and Grants

5.1 Travelling Allowance

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

a) approved actual and reasonable accommodation costs, or an allowance of
b) $37.82 from the date of ratification 2024 and $39.33 from 1 January 2025 per night when staying privately, and
c) actual and reasonable travel costs, and
d) actual and reasonable meal costs up to $75.65 from the date of ratification 2024 and $78.68 from 1 January 2025 for each completed 24-hour period, and
e) an incidental allowance of $9.73 from the date of ratification 2024 and $10.12 from 1 January 2025 for each 24-hour period or part thereof;
f) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense.

5.1.2 Where appropriate the employee will provide proof of payment.

5.2 Meal Allowances

5.2.1 When an employee required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $16.04 from the date of ratification 2024 and $16.68 from 1 January 2025.

Schedule A

Academic Staff Salary Scale - Whitireia Community Polytechnic

Effective from the below dates the following increases will apply to all salary scales:

	1/04/2022	1/01/2023	1/01/2024	1/01/2025
Step	**1.35%**	**4%/5%**	**4%**	**4%**
ASM 1	$52,650	$55,283	$57,494	$59,794
ASM 2	$55,842	$58,634	$60,979	$63,418
ASM 3	$58,158	$61,066	$63,509	$66,049
ASM 4	$60,481	$63,505	$66,045	$68,687
ASM 5	$62,795	$65,935	$68,572	$71,315
ASM 6	$65,114	$68,370	$71,105	$73,949
ASM 7	$67,431	$70,803	$73,635	$76,580
ASM 8	$69,753	$73,241	$76,171	$79,218
ASM 9	$72,068	$75,671	$78,698	$81,846
ASM 10	$74,392	$78,112	$81,236	$84,485
ASM 11	$76,706	$79,774	$82,965	$86,284
Range				
SASM min	$76,706	$79,774	$82,965	$86,284
SASM max	$86,621	$90,086	$93,689	$97,437
Range				
PASM min	$79,478	$82,657	$85,963	$89,402
PASM max	$100,920	$104,957	$109,155	$113,521

Academic Salary Scale

(3 Weeks Discretionary Leave)

Effective from the below dates the following increases will apply to all salary scales:

	1/04/2022	1/01/2023	1/01/2024	1/01/2025
Step	**1.35%**	**4%/5%**	**4%**	**4%**
ASM 1	$51,618	$54,199	$56,367	$58,622
ASM 2	$54,745	$57,482	$59,781	$62,172
ASM 3	$57,017	$59,868	$62,263	$64,754
ASM 4	$59,295	$62,260	$64,750	$67,340
ASM 5	$61,565	$64,643	$67,229	$69,918
ASM 6	$63,838	$67,030	$69,711	$72,499
ASM 7	$66,111	$69,417	$72,194	$75,082
ASM 8	$68,383	$71,802	$74,674	$77,661
ASM 9	$70,657	$74,190	$77,158	$80,244
ASM 10	$72,931	$76,578	$79,641	$82,827
ASM 11	$75,203	$78,211	$81,339	$84,593
Range				
SASM min	$75,203	$78,211	$81,339	$84,593
SASM max	$84,922	$88,319	$91,852	$95,526
Range				
PASM min	$77,918	$81,035	$84,276	$87,647
PASM max	$98,940	$102,898	$107,014	$111,295

Tutorial Assistant Salary Scale

Effective from the below dates the following increases will apply to all salary scales:

	1/04/2022	1/01/2023	1/01/2024	1/01/2025
Step	**1.35%**	**4%/5%**	**4%**	**4%**
TA 1	$45,484	$47,758	$49,668	$51,655
TA 2	$47,269	$49,632	$51,617	$53,682

Hourly paid Rates

Effective from the below dates the following increases will apply to all salary scales:

	1/04/2022	1/01/2023	1/01/2024	1/01/2025
Step	**1.35%**	**4%/5%**	**4%**	**4%**
TA 1	$24.00	$25.20	$26.21	$27.26
TA 2	$25.01	$26.26	$27.31	$28.40
TA 3	$26.04	$27.34	$28.43	$29.57
TA 4	$27.05	$28.40	$29.54	$30.72
Step				
ASM 1	$30.13	$31.64	$32.91	$34.23
ASM 2	$31.96	$33.56	$34.90	$36.30
ASM 3	$33.30	$34.97	$36.37	$37.82
ASM 4	$34.62	$36.35	$37.80	$39.31
ASM 5	$35.94	$37.74	$39.25	$40.82
ASM 6	$37.27	$39.13	$40.70	$42.33
ASM 7	$38.60	$40.53	$42.15	$43.84
ASM 8	$39.92	$41.92	$43.60	$45.34
ASM 9	$41.24	$43.30	$45.03	$46.83
ASM 10	$42.58	$44.71	$46.50	$48.36
ASM 11	$43.91	$45.67	$47.50	$49.40
Range				
SASM min	$43.91	$45.67	$47.50	$49.40
SASM max	$49.57	$51.55	$53.61	$55.75
Range		$0.00	$0.00	$0.00
PASM min	$45.49	$47.31	$49.20	$51.17
PASM max	$57.75	$60.06	$62.46	$64.96

Schedule B

Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied:

1 in the identification of academic staff positions
2 during an induction period
3 for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

ASMs

ASMs are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

1 Be competent in their discipline/subject area.
2 Implement and develop programmes and learning (respond to feedback).
3 Apply effective communication skills in learning situations related to their discipline.
4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5 Contribute to the development of and implement programmes for the assessment of student learning.
6 Recognise student learning difficulties and arrange for appropriate support. Evaluate and reflect on own practice in order to identify directions for and strategies for development.
7 Demonstrate commitment to ongoing professional development both within their discipline and as an educator
8 initiate and respond to feedback from students and/or peers
9 plan and implement programmes for professional development.
10 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
11 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
12 Be able to contribute to the effective outcome of work teams.
13 Participate in the broader professional and academic life of the institution. Discharge administrative responsibilities integral to ASM's work.
14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15 Practise within the policy framework and legislative obligations of the institute.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities

They should:

1 Be able to demonstrate advanced standing in their discipline/subject area.
2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3 Apply effective communication skills in diverse learning situations.
4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5 Select and apply strategies to enable students to develop as independent learners.
6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7 Be able to identify student learning difficulties and plan and implement strategies for improvement.
8 Design and implement small scale research into effective teaching and/or learning within own discipline.
9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
    a) initiate and respond to feedback from students and/or peers
    b) plan and implement programmes for professional development.
11 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
12 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
13 Take responsibility for the effective outcome of work teams.
14 Actively contribute to the broader academic and professional life of the institution.
15 Discharge administrative responsibilities integral to the SASM role.
16 Practise with in the policy framework and legislative obligation of the institute.
17 Demonstrate professional activities which contribute in a positive way to the reputation of the institute/profession e.g. research, consultancy, publication.
18 Actively support and contribute to the objectives, direction and operation of their department and the institute.

Whitireia Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as Whitireia Polytechnic.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below, will apply.

Clause Number	***Heading***
Section 1	Overtime Rates
Section 2	Leave
Section 3	Travelling Allowance
Section 4	Organisational Change

Section 1 - Overtime Rates

1.1 Overtime provisions are set out in Part C, Section 4.

1.1.1 Overtime worked will apply to hours worked over 37.5 hours per week, and with agreement, be recognised by the provision of time in lieu on the basis of one hour for each hour worked, or where agreed with the manager, overtime shall be paid at ordinary rates for the first 5 hours per fortnight and time and a half (T1½) thereafter.

1.1.2 Double time (T2) shall be paid for all overtime worked as follows:

a) between 10.00pm and 6.00am;
b) between midday Saturday and 6.00am on Monday.

Section 2 - Leave

2.1 Long service leave

2.1.1 Long service leave eligibility is from the next applicable service anniversary date (i.e. may not be retrospectively applied). Kaimahi will be entitled to paid long service leave as follows:

a) After 15 years' continuous service: 2 weeks
b) After 20 years' continuous service: 2 weeks
c) After 25 years' continuous service: 1 week

2.1.2 Unless otherwise agreed in writing between the employer and the kaimahi, long service leave must be taken within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the kaimahi when it falls due.

2.1.3 If employment is terminated before any long service leave entitlement has been taken or forfeited, then the equivalent salary shall be paid in the final pay.

Section 3 - Allowances

3.1 Travel Allowance

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

a) approved actual and reasonable accommodation costs, or an allowance of $37.82 from the date of ratification 2024 and $39.33 from 1 January 2025 per night when staying privately, and

b) actual and reasonable travel costs, and

c) actual and reasonable meal costs up to $75.65 from the date of ratification 2024 and $78.66 from 1 January 2025 for each completed 24-hour period, and

d) an incidental allowance of $9.73 from the date of ratification 2024 and $10.12 from 1 January 2025 for each 24 hour period or part thereof;

e) in addition, when away from home on official business, an employee with dependents is entitled to one visit home per month at the employer's expense. Where appropriate the employee will provide proof of payment.

3.2 Meal Allowance

3.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of $16.04 from the date of ratification 2024 and $16.68 from 1 January 2025.

Section 4 - Organisational Change

See Part A, Section 12 for further organisational change provisions.

4.1 Redundancy payment

4.1.1 In the event that kaimahi employment is terminated on the basis of redundancy, kaimahi shall be entitled to redundancy compensation of three months equivalent salary.

4.1.2 If the employee is redeployed to a position that has a lower remuneration, the employee’s remuneration shall be maintained at their current rate and not be reduced until six months after the date of the redeployment.

4.1.3 Outstanding Annual Leave and Long Service Leave shall be separately cashed up.

PART E – SIGNATORIES

The Chief Executive of Te Pūkenga and TEU undertake that this collective agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed:

8 November 2024

Gus Gilmore
Chief Executive Te Pūkenga

Date

Signed:

7th November 2024

Daniel Benson-Guiu
Assistant National Secretary Industrial
For and on behalf of the Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU)

Date