

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 (WeITec)
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 the employer 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, a day 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	A period 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 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 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.
 - 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) (Transitional 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 role
 - b) 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.
 - c) 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.
 - d) 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; or iv. 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 haumarū | 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 their employment 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 Ngaioatanga | 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 Ngaioletanga | Training and Professional Development

1.1 Professional Development

- 1.1.1 Full-time kaimahi shall be entitled to Professional development leave as follows;
- 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)
 - 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:
- The kaimahi having submitted a written professional development plan to the employer.
 - The employer having agreed to the plan; such approval shall not be unreasonably withheld.
 - Reasonable notice being given of the proposed activities.
 - Timing of the activities being set with due regard for the institute's operational requirements.
 - 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.
 - The employer may allocate a grant to support actual and reasonable expenses. Refer to specific schedules for NorthTec, SIT and Wintec for grant amounts.
 - 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:
- Internal and external relativities; and
 - The relevant skills, qualifications, and experience of the employee; and
 - 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
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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)

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
	<hr/>	<hr/>
	Gus Gilmore	Date
	Chief Executive Te Pūkenga	
Signed:		7th November 2024
	<hr/>	<hr/>
	Daniel Benson-Guiu	Date
	Assistant National Secretary Industrial	
	For and on behalf of the Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU)	