

Unitec Academic Schedule

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

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

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

Clause Number	Heading
Section 1	Coverage and Application of Agreement
Section 2	Definitions
Section 3	Terms of Appointment
Section 4	Career Progression and Remuneration
Section 5	Workload
Section 6	Leave
Section 7	Training and Professional Development
Section 8	Allowances, Expenses and Grants
Section 9	Transitional Provisions
Schedule A	Academic Staff Salary Scale
Schedule B	Factors Characterising Academic Staff Members and Senior Staff Members
Schedule C	Sick Leave for Employees Appointing before 02 March 1999

Section 1 - Coverage And Application of Agreement

1.1 Policies

- 1.1.1 Employees covered by this agreement acknowledge the right and responsibility of the employer to develop policies in order to manage the organisation. Except as otherwise provided in this agreement, where policies are inconsistent with the provisions of this agreement, the agreement will prevail.

Section 2 - Definitions

2.1 Definitions

- 2.1.1 "Clinical Teaching"
means off-campus health science teaching involving client care.
- 2.1.2 "Duty"
refers to any time when an academic staff member is required by the employer to be on duty at Unitec or at another location specified by the employer.
- 2.1.3 "Employee"

means a person employed under the terms of this agreement.

2.1.4 "Employer"

means the Chief Executive of Unitec, or any manager acting with their delegated authority.

2.1.5 "ERA"

means the Employment Relations Act 2000, and subsequent amendments.

2.1.6 "Newly Appointed Staff"

applies to newly appointed staff who have no prior relevant experience at another tertiary institution for the first 6 months of their employment.

2.1.7 "Non-Teaching Academic Position"

means a position requiring less than 50 time-tabled teaching hours per year and significantly reflecting the criteria listed in Schedule B; and a non-teaching academic staff member has a corresponding meaning.

2.1.8 "Service"

means:

- a) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology; and
- b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector; and
- c) any other service the employer agrees to recognise at the time of appointment.

2.1.9 "Continuous service"

for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:

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

2.1.10 "Teaching Day"

means any duty day on which teaching is time-tabled for at least 4.5 hours or on which distance learning teaching duties are undertaken.

Section 3 - Terms Of Appointment

3.1.1 Fixed Term Positions

Where an employee is employed on a fixed term basis in a teaching role, where practicable, the employee should be appointed to their position one week prior to commencing their teaching duties in order to allow time for preparation. Where this is not possible, the employee will be paid an additional one week's salary per semester to compensate the employee for preparation, marking and other relevant duties. This payment shall be calculated on the basis of the employee's average weekly earnings for the semester and shall be made with the last pay of each relevant semester.

3.1.2 Advertising of Positions

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

Section 4 - Career Progression and Remuneration

4.1 Statement of Intent

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

4.2 Salaries

An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to their grade and step with effect from the date that they become bound by this agreement. Such employee shall not be entitled to receive back-pay.

4.2.1 Starting Salaries

- a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to the employer's starting salaries policy.
- b) The employer may pay a market allowance over the assessed salary level (see Part A Section 10. 2).

4.2.2 Part-time Positions

Salaries will be paid on a proportional basis as follows:

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

4.2.3 Hourly Paid Positions

- a) Hourly paid employees will be paid the rates in Schedule A for each hour of work. When this involves time-tabled teaching, an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.
- b) In deciding the amount of additional paid work, the employer will maintain an equitable workload which reflects that of full-time employees doing similar work.

4.2.4 Salary Progression

- a) Subject to the following provisions, where an academic staff member meets the relevant characteristics of ASM and SASM specified in Schedule B, they may be appointed to the ASM or SASM Grade. An academic staff member may be appointed to PASM grade in accordance with the employer's policy.

4.2.5 Progression within the ASM Grade

A new employee may, at the employer's discretion, be appointed to ANY step within the ASM grade.

a) Increments

ASMs and Tutorial Assistants will move one step within the ASM / Tutorial Assistant salary scale after each year of service. A double or accelerated increment may be approved by the employer for performance, internal relativity or retention. The new increment date is from the date of the accelerated increment. An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

4.2.6 Appointment and Progression to the SASM Grades

- a) Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule B, and;
 - I. completed 12 months' employment on ASM step 10 or 11; and
 - II. used the professional development opportunities provided by clause 7.2; and
 - III. completed tutor training as per clause 7.1
- b) Where an ASM has been prevented from achieving (ii) and (iii) above by the employer's failure to meet the requirements, these criteria will not apply.
- c) Verification will be carried out according to policy and procedures developed and reviewed in consultation with the TEU.
- d) An employee who is appointed or progresses to the SASM grade shall be entitled to a minimum payment of \$500.

4.2.7 Progression within the SASM Grade

- a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed in consultation with the TEU.
- b) Subject to clause 4. 2.7 (c), any increase given under this clause will be no less than \$1,000 per annum.
- c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 4.2.7 b) the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the SASM grade.

4.2.8 Appointment and Progression to the PASM Grade

- a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with the TEU.
- b) Subject to clause 4.2.8 (c) any increase given under this clause will be no less than \$1,000 per annum.
- c) Where the difference between the salary of the employee and the top of the salary scale for the PASM grade is less than the minimum amount provided for in clause 4.2.8(b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the PASM grade.

4.2.9 Progression within the PASM Grade

- a) A staff member employed on the PASM salary grade may apply annually for progression within the PASM salary scale in accordance with each institute's policy.

Section 5 – Workload

5.1 Duty Hours

- 5.1.1 An employee may be required to undertake their duty hours each week between the hours of 7am and 9pm from Monday to Saturday inclusive, and for a total of no more than 37.5 hours per week. Duty hours shall be worked on no more than 5 consecutive days, however other arrangements may be agreed between the employee and the employer.
- 5.1.2 Duty hours will be allocated after consultation with employees during workload planning discussions and in a way that will enable flexibility for Unitec and the employee, will ensure a

safe and reasonable workload, and will take cognisance, where possible, of individual personal circumstances. Any disputes can be resolved through the process which is outlined in the Academic Workload Policy.

- 5.1.3 The following limits on requirements to undertake duty apply for full-time employees (see clause 5.2.1 for part-time employees).
- a) Employees are entitled to take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
 - b) Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00pm in any year (1 February to 31 January).

5.2 Workload Provisions for Specific Types of Position

- 5.2.1 Notwithstanding clause 5.1, a part-time employee may consent to work full-time for a proportion of the year equal to the proportion for which they have been employed. If the academic staff member's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

Section 6 – Leave

6.1 Limitations of Leave Provisions

- 6.1.1 Casual employees are only entitled to the minimum holidays and leave entitlements provided in the Holidays Act 2003 and the following holidays and leave provisions do not apply to Casual employees.
- 6.1.2 Payment for public holidays will be made only if the academic staff member would have worked the day in question as part of their normal timetable.

6.2 Additional Annual Leave for Employees with No Entitlement to Discretionary Leave

- 6.2.1 Employees who were employed after 10 November 2011, or who became TEU members and therefore covered by the collective after 10 November 2011, are not entitled to discretionary leave.
- 6.2.2 The employer may agree, at the employee's request, to grant the employee up to two weeks' additional paid annual leave for any academic leave year subject to the following conditions:
- a) the additional annual leave shall be in blocks of at least one week; and
 - b) the additional annual leave shall be agreed in advance of the academic leave year (which commences on 01 February), i.e. no retrospective agreement will be entered into; and
 - c) the employee shall sacrifice 2% of the employee's annual base salary for each week of additional annual leave that is granted pursuant to this clause; and
 - d) the timing of the additional annual leave will be determined having regard to the operational requirements of the employer; and
 - e) all accrued and entitled annual leave must be used during the academic leave year for which the additional annual leave is being applied i.e. no annual leave will be accumulated as a result of any agreement for additional annual leave.

6.3 Discretionary Leave

- 6.3.1 All employees who were on IEAs based on the terms of the MECA that expired on 30

November 2010 and who have an entitlement of 3 weeks' discretionary leave, will have their current entitlement varied as follows:

- a) These employees will therefore have an entitlement to 2 weeks' discretionary leave from 01 February 2013.

6.3.2 The employer and employee may agree to permanently buy out one or both of the remaining weeks of discretionary leave and compensation will be made by a 2% payment on base salary per week in addition to the salary rate as per the salary scales set out in Schedule A. The employee will be advised of his or her right to seek advice from the TEU prior to any negotiations and agreement being finalised.

6.3.3 Employees who have already reduced their entitlement to discretionary leave by two or four weeks will have four weeks Professional and Institutional Development Time as per clause 7.2 with no additional payment.

6.3.4 Where an employee is entitled to discretionary leave, such leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the employer. Discretionary leave may be used at the employee's discretion. Notwithstanding this, the employer may require the employee to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with Unitec's performance management procedures.

- a) Discretionary leave will not apply to a non-teaching academic staff member appointed after 01 September 1993.
- b) A non-teaching academic staff member employed before 01 September 1993 will retain their discretionary leave entitlement unless there has been a mutually agreed reduction.

6.3.5 Discretionary leave not taken in the year of entitlement will be forfeited.

6.4 Calculation of Annual and Discretionary Leave Taken

6.4.1 Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

6.5 Annual and Discretionary Leave for Employees with Short Service

6.5.1 Employees with less than 12 months' full service in any one year will have leave calculated at 10 percent of the period worked, less any leave taken.

6.5.2 Employees with short service who have insufficient leave will be permitted to take a reasonable amount of annual leave in advance.

6.6 Other Leave

6.6.1 Special Leave

Special leave of absence with or without pay may be granted to an employee at the employer's discretion, for a period of up to two years. Leave will not be unreasonably withheld in the following circumstances:

- a) Cultural, community and sporting activities, involving national or provincial representation
- b) Educational activities relating to an employee's work noting that:
- c) For recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved
- d) Examination leave will be on full pay
- e) Upgrading qualifications at the request of the employer
- f) Marriage of the employee or a close relative.

- g) Serious illness of a family member.
- h) Important family occasions.
- i) Involvement in recognised civil defence and search and rescue activities
- j) Attendance at meetings of recognised local authorities as a member
- k) Attendance, as a duly appointed representative of the union, at meetings of the TEU (excluding employment relations leave under Part 7 of the ERA)
- l) Employment relations leave is entitlement assigned to the TEU under Part 7 of the Employment Relations Act 2000. The TEU is entitled to allocate employment relations education leave to eligible employees according to the provisions of the Act.

Section 7 -Training And Professional Development

7.1 Professional Development

- 7.1.1 Permanent ASMs will complete up to 12 weeks' recognised professional development in the practice of adult and tertiary education. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement.
- 7.1.2 In each of the first two years of employment an ASM may be required to use up to four weeks' professional and institutional development time for initial academic staff member training.
- 7.1.3 Appropriate professional development opportunities will be provided to fixed-term ASMs, having regard to the length of their appointment.

7.2 Professional and Institutional Development Time

- 7.2.1 The employee shall be entitled to four weeks' Professional and Institutional Development Time per annum (pro rata for part-time employees and employees with short service).
- 7.2.2 This time can be used for the purposes of research, teacher development, upgrading of academic qualifications, professional development, community and industry engagement and curriculum development. A programme for use of Professional and Institutional Development time will be agreed annually in discussion with the employee's manager during the annual workload planning process (refer to the Academic Workload Policy and its subsequent variations).
- 7.2.3 The employee may accumulate up to 8 weeks' Professional and Institutional Development time by agreement with the employee's Manager. This accumulated time must be used within the time frames of the agreed programme as per 7.2.2 and any accumulated time will not be paid out on termination.
- 7.2.4 Employees will be entitled to a minimum of \$400 per annum. This may be increased up to, but not necessarily limited to, \$1,000 for reimbursement of actual and reasonable expenses for approved professional development activities (pro rata for part-time employees and employees with short service).
 - a) The provisions of this sub-clause shall not limit the operation of any employer policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of the employee under such policy the employer may take into account any payment it makes to, for or on behalf of the employee under this sub-clause.

Section 8 - Allowances, Expenses and Grants

8.1 Travelling Allowance

- 8.1.1 An employee required to travel within New Zealand on the employer's business will be paid a travelling allowance as follows:
- a) approved actual and reasonable accommodation costs, or an allowance of \$37.89 from the date of ratification 2024 and \$39.41 from 1 January 2025 per night when staying privately, and
 - b) actual and reasonable travel costs, an actual and reasonable meal costs up to \$75.76 from the date of ratification 2024 and \$78.79 from 1 January 2025 for each completed 24 hour period, and
 - c) an incidental allowance of \$9.50 from the date of ratification 2024 and \$9.88 from 1 January 2025 for each 24-hour period or part thereof;
 - d) in addition, when away from home, an employee with dependants is entitled to one visit home per month at the employer's expense.
- 8.1.2 Where appropriate the employee will provide proof of payment.

8.2 Meal Allowances

- 8.2.1 When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of \$15.89 from the date of ratification 2024 and \$16.53 from 1 January 2025.

Section 9 -Transitional Provisions

9.1 Market Allowances

- 9.1.1 Market Allowances will not be abated on the application of the 1 January 2024 and 1 January 2025 salary increases for all TEU employees.

Schedule A

Academic Staff Salary Scale - Unitec

Note: The payment for the reduction of **2 weeks** discretionary leave at 4% of the base salary per week, now becomes part of the base salary and is included in the base salary for TEU members prior to 10 November 2011. Reduction of additional weeks in excess of 2 weeks will continue to be paid as a separate payment.

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

Step	Base annual salary for members			Base salary for TEU members			Hourly Rate		
	2023	2024	2025	2023	2024	2025	2023	2024	2025
	4%/5%	4%	4%	4%/5%	4%	4%	4%/5%	4%	4%
Tutorial Assistant									
1 to 5	\$ 46,880	\$ 48,755	\$ 50,705	\$ 46,880	\$ 48,755	\$ 50,705	\$ 26.18	\$ 27.23	\$ 28.32
6	\$ 46,880	\$ 48,755	\$ 50,705	\$ 48,126	\$ 50,051	\$ 52,053	\$ 27.94	\$ 29.06	\$ 30.22
7	\$ 48,233	\$ 50,162	\$ 52,168	\$ 50,045	\$ 52,047	\$ 54,129	\$ 29.06	\$ 30.22	\$ 31.43
8	\$ 50,079	\$ 52,082	\$ 54,165	\$ 51,964	\$ 54,043	\$ 56,205	\$ 30.17	\$ 31.38	\$ 32.64
ASM									
0	\$ 52,344	\$ 54,438	\$ 56,616	\$ 54,313	\$ 56,486	\$ 58,745	\$ 31.55	\$ 32.81	\$ 34.12
1	\$ 55,656	\$ 57,882	\$ 60,197	\$ 57,755	\$ 60,065	\$ 62,468	\$ 33.53	\$ 34.87	\$ 36.26
2	\$ 58,963	\$ 61,322	\$ 63,775	\$ 61,188	\$ 63,636	\$ 66,181	\$ 35.53	\$ 36.95	\$ 38.43
3	\$ 61,362	\$ 63,816	\$ 66,369	\$ 63,680	\$ 66,227	\$ 68,876	\$ 36.99	\$ 38.47	\$ 40.01
4	\$ 63,766	\$ 66,317	\$ 68,970	\$ 66,176	\$ 68,823	\$ 71,576	\$ 38.43	\$ 39.97	\$ 41.57
5	\$ 66,166	\$ 68,813	\$ 71,566	\$ 68,668	\$ 71,415	\$ 74,272	\$ 39.87	\$ 41.46	\$ 43.12
6	\$ 68,566	\$ 71,309	\$ 74,161	\$ 71,162	\$ 74,008	\$ 76,968	\$ 41.33	\$ 42.98	\$ 44.70
7	\$ 70,970	\$ 73,809	\$ 76,761	\$ 73,657	\$ 76,603	\$ 79,667	\$ 42.78	\$ 44.49	\$ 46.27
8	\$ 73,372	\$ 76,307	\$ 79,359	\$ 76,153	\$ 79,199	\$ 82,367	\$ 44.22	\$ 45.99	\$ 47.83
9	\$ 75,772	\$ 78,803	\$ 81,955	\$ 78,643	\$ 81,789	\$ 85,061	\$ 45.67	\$ 47.50	\$ 49.40
10	\$ 78,177	\$ 81,304	\$ 84,556	\$ 80,368	\$ 83,583	\$ 86,926	\$ 46.67	\$ 48.54	\$ 50.48
11	\$ 80,048	\$ 83,250	\$ 86,580	\$ 83,085	\$ 86,408	\$ 89,864	\$ 48.25	\$ 50.18	\$ 52.19
SASM									
Min	\$ 80,048	\$ 83,250	\$ 86,580	\$ 83,085	\$ 86,408	\$ 89,864	\$ 48.25	\$ 50.18	\$ 52.19
Max	\$ 89,984	\$ 93,583	\$ 97,326	\$ 93,400	\$ 97,136	\$ 101,021	\$ 54.23	\$ 56.40	\$ 58.66
PASM									
Min	\$ 82,648	\$ 85,954	\$ 89,392	\$ 85,785	\$ 89,216	\$ 92,785	\$ 49.81	\$ 51.80	\$ 53.87
Max	\$ 104,652	\$ 108,838	\$ 113,192	\$ 108,636	\$ 112,981	\$ 117,500	\$ 63.10	\$ 65.62	\$ 68.24

Schedule B

Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied:

- 1 in the identification of academic staff positions
- 2 during an induction period
- 3 for career progression.

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

ASMs

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

guidance of SASMs or PASMs.

They should:

- 1 Be competent in their discipline/subject area.
- 2 Implement and develop programmes and learning (respond to feedback).
- 3 Apply effective communication skills in learning situations related to their discipline.
- 4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
- 5 Contribute to the development of and implement programmes for the assessment of student learning.
- 6 Recognise student learning difficulties and arrange for appropriate support.
- 7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.
- 8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator initiate and respond to feedback from students and/or peers plan and implement programmes for professional development.
- 9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
- 10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
- 11 Be able to contribute to the effective outcome of work teams.
- 12 Participate in the broader professional and academic life of the institution.
- 13 Discharge administrative responsibilities integral to ASM's work.
- 14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
- 15 Practise within the policy framework and legislative obligations of the employer.

SASMs

SASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities

They should:

- 1 Be able to demonstrate advanced standing in their discipline/subject area.
- 2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
- 3 Apply effective communication skills in diverse learning situations.
- 4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.
- 5 Select and apply strategies to enable students to develop as independent learners.
- 6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
- 7 Be able to identify student learning difficulties and plan and implement strategies for improvement.
- 8 Design and implement small scale research into effective teaching and/or learning within own discipline.
- 9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
- 10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
 - a) initiate and respond to feedback from students and/or peers plan and implement programmes for professional development.
- 11 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
- 12 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
- 13 Take responsibility for the effective outcome of work teams.
- 14 Actively contribute to the broader academic and professional life of the institution.
- 15 Discharge administrative responsibilities integral to the SASM role.

- 16 Practise within the policy framework and legislative obligation of the employer.
- 17 Demonstrate professional activities which contribute in a positive way to the reputation of the employer/profession e.g. research, consultancy, publication.
- 18 Actively support and contribute to the objectives, direction and operation of their department and the employer.

Schedule C

Sick leave for employees appointed before 02 March 1999

- 1 Those employees with accrued sick leave in excess of 260 days as at 02 March 1999 will retain their current entitlement.
- 2 Those employees with accrued sick leave of less than 260 days as at 02 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with Part A 8.4.1 a)
- 3 Those employees who have no accrued sick leave as at 02 March 1999 will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with Part A 8.4.1 a)