



# Kirimana Tōpū Kaimahi TEU

## TEU Kaimahi Collective Agreement

Effective from: 1 April 2023  
Expires: 31 March 2024



**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

Te Pūkenga 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
<b>Part A – All kaimahi</b>	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.
<b>Part B – Academic kaimahi</b>	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.
<b>Part C – Allied kaimahi</b>	These sections apply to all existing and new allied kaimahi based at the MIT, Otago and UCOL divisions 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.
<b>Part D – Division Schedules</b>	This comprises specific provisions, contained in schedules, that existed prior to this collective agreement coming into force and remain in force. Kaimahi will continue to be covered by this collective agreement and the specific provisions contained in the schedules, which applied to them prior to this collective agreement coming into force.
<b>Part E – Signatories</b>	This comprises the signatories to all five parts of this collective agreement.

### 1.3 Applicable Division Schedule

The applicable schedules relate to those collective agreements that were in place within each Te Pūkenga division at the date this Collective Agreement was signed by both parties and are as follows:

Te Pūkenga Division Schedules
Ara Institute of Canterbury Academic (Ara)
Eastern Institute of Technology Academic (EIT)
Manukau Institute of Technology Academic (MIT Academic)
Manukau Institute of Technology Allied (MIT Allied/General)
Nelson Marlborough Institute of Technology Academic (NMIT)
Northland Polytechnic Ltd Academic (North Tec)
Open Polytechnic Academic (TOPNZ)
Otago Polytechnic Academic (Otago Academic)
Otago Polytechnic Allied/General (Otago Allied/General)
Southern Institute of Technology Academic (SIT)
Tai Poutini Polytechnic Limited Academic (TPP)
Toi Ohomai Institute of Technology Academic (Toi Ohomai)
Unitec New Zealand Limited Academic (Unitec)
Universal College of Learning Academic (UCOL Academic)

Universal College of Learning Allied/General (UCOL Allied/General)
Waikato Institute of Technology Academic (Wintec)
Wellington Institute of Technology Ltd Academic (WelTec)
Western Institute of Technology at Taranaki Academic (WITT)
Whitireia Community Polytechnic Ltd Academic (Whitireia)

## 1.4 Application of Schedules

- 1.4.1 Kaimahi who are employed by Te Pūkenga prior to the commencement date of this Agreement.
- 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.
- Kaimahi are covered by the Schedule that most closely aligns to the division they are primarily employed to work for.
  - 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.
  - Where there is any doubt about application, Te Pūkenga and TEU will agree in good faith on which Schedule applies.
- 1.4.3 Kaimahi who change roles or locations.
- 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.*

<b>Academic Staff Member (ASM)</b>	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.
<b>Non-teaching Academic Staff Member/Academic Specialist Person</b>	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.
<b>Tutorial Assistant</b>	Means 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.
<b>Casual kaimahi</b>	Means a kaimahi who has no set hours or days of work and who is normally asked to work as and when required. Each engagement undertaken by the casual 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).

<b>Fixed Term kaimahi</b>	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.
<b>Permanent Kaimahi</b>	Means a kaimahi engaged for an indefinite period of employment either in a full-time or part-time capacity.
<b>Part-time kaimahi</b>	Means a kaimahi employed to undertake a specified fraction of the work of a full-time kaimahi. Previously defines as proportional.
<b>Full-time kaimahi</b>	Means a kaimahi who undertakes the duties of a position for the for the full span of normal hours of work.
<b>Kaimahi or Employee</b>	Means a person employed in terms of the coverage clause.
<b>Ākonga</b>	Student, learner.
<b>Affected kaimahi, restructuring, new employer</b>	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.
<b>Blended Delivery</b>	Means delivery of course content is a blend of online and face to face delivery.
<b>Online Delivery</b>	Means delivery where all or almost all of the course content is delivered wholly online.
<b>Distance Learning</b>	Means a method of studying in which teaching is conducted online, without the kaimahi need (or with limited need) to attend face to face courses.
<b>Clinical Teaching</b>	Means off-campus health science teaching involving patient/client care.
<b>Teaching Day</b>	Means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.
<b>Timetabled Teaching Hours (TTH)</b>	Means 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.
<b>Duty</b>	Refers to any time when an academic staff member may be required by the employer to be on duty at the polytechnic or at another location.
<b>Duty Day</b>	Means 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.
<b>Service</b>	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.
<b>Continuous Service</b>	For the purposes outlined above, includes all periods of paid leave and parental leave and is not broken by but does not include any: (i) Approved leave without pay; (ii) Breaks of not more than three months between employment within the polytechnic service.



<b>Research</b>	Is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.
<b>Employer</b>	Means the Chief Executive of Te Pūkenga.
<b>TEU/Union</b>	Means Te Hautū Kahurangi   Tertiary Education Union.
<b>Whaangai   whāngai</b>	Means to foster/adopt a child within customary practice of Māori.
<b>Nine/Eleven hour break</b>	Means a period off duty of nine or eleven consecutive hours depending on the schedule.
<b>Unbroken work</b>	Means ordinary work which is separated from the preceding period of ordinary work by less than a nine (eleven for UCOL) hour break.
<b>Overtime</b>	means the authorised time worked outside the provisions of this employment agreement.
<b>Week</b>	means the number of days of the week on which the employee normally works.

### 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.

### 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”).

#### 4.2 Coverage

##### 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,
- b) Assisting in the teaching and development of ākonga,
- c) Design and development of learning materials, courses, programmes, and curriculum for programmes of study,
- d) Leading, coordinating and facilitating academic programmes
- e) Undertaking research or providing Academic Consultancies,
- f) Non-teaching academic positions which primary focus is on the academic or learning support or advice for ākonga, or their pastoral care.

##### 4.2.2 Allied Coverage

This Collective Agreement shall cover ‘allied kaimahi’ based at the MIT, Otago and UCOL divisions who are employed to undertake one or more of the “Allied” or “Non-Teaching Academic” activities as described below:

- a) Administrative and secretarial (i.e. financial, marketing, human resources, payroll, marketing student support, reception, personal assistants),

- b) Customer Services,
- c) Library services,
- d) Technical support,
- e) Mail processing and delivery,
- f) Counselling,
- g) and supervisory roles in any of the above or similar areas.
- h) General Hands (MIT only),
- i) Research Assistants (UCOL only),
- j) Liaison Officers (UCOL only),
- k) Facilitators (UCOL only),
- l) Academic and Learning Advisors (UCOL only),
- m) Ground keeping (Otago only),
- n) Health Services (Otago only),
- o) Property Services including Security (Otago only),
- p) Facility management and maintenance (Otago only), and
- q) Management roles in any of the above or similar areas (Otago only)

4.2.3 This Collective Agreement covers members of the TEU who are employees of Te Pūkenga regardless of the term or number of hours employed for, including casual workers.

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

- a) Senior position within Te Pūkenga as described in the Section 594 for the Education and Training Act,
- b) Academic Leadership positions where a core part of their roles is to manage teams or functions,
- c) Kaimahi development roles traditionally based within People, Culture & Wellbeing,
- d) Teachers in Early Childhood Centres,
- e) Direct reports to an Executive General Manager (MIT Only)
- f) Any manager above the Team Leader or equivalent (UCOL Only)
- g) The Division tier 1 and 2 kaimahi (Otago only – see divisional schedules)
- h) Doctors (Otago only – see divisional schedules)

4.2.5 This Collective agreement excludes from cover kaimahi in the division formally known as Work Based Learning.

4.2.6 Where there is ambiguity around whether a role falls within this coverage clause then Te Pūkenga and the TEU will jointly assess and agree whether the role is within coverage or not.

4.2.7 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, Te Pūkenga 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, Te Pūkenga will inform TEU within ten working days that they have accepted employment with Te Pūkenga.
- 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 2023 and expires 31 March 2024.

#### **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 Te Pūkenga 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 Te Pūkenga relating to changes to working conditions may be made only after due consultation and the best endeavours to reach agreement with affected kaimahi and TEU.
- 4.8.3 If there is an inconsistency between a policy or procedure and the collective agreement, the collective agreement will apply. If the policy or procedure is more favourable, then then the policy or procedure will apply.

## **Section 5 – Ngā take ā-Uniana | Union Matters**

### **5.1 Union recognition**

Subject to the Employment Relations Act 2000 Te Pūkenga 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 Te Pūkenga, 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 Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga.

### 5.4 Union meetings

- 5.4.1 Subject to the sub clauses (5.4.2) and (5.4.5) below, Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga as may be necessary to ensure that Te Pūkenga 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 Te Pūkenga to continue.
- 5.4.4 Work shall resume as soon as practicable after the meeting.
- 5.4.5 TEU shall supply Te Pūkenga with a list of kaimahi who attend, and the time that the meeting started and finished.

### 5.5 Branch President

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

- a) A period of at least six months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any kaimahi covered by an individual employment agreement. A period of six months must also be observed from the effective date for any terms agreed to come into effect after the commencement date.
- b) In the case of any such term which provides for an increase in salary, allowances, or any other aspect of kaimahi remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement.

## **5.10 Access to Premises**

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

## **Section 6 - Tikanga Kopounga | Terms of Appointment**

### **6.1 Categories of Appointment**

6.1.1 The categories of appointment are:

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

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

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

- a) Fixed term appointments will be made for genuine reasons on reasonable grounds and may be defined as ending at the conclusion of a specified period of time, or at the end of project or event.

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

## **6.2 Appointment Procedures**

Having regard to clauses 11.3 and 11.10.2 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 Te Pūkenga.

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.

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

6.4.4 On giving notice of termination Te Pūkenga 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 Te Pūkenga 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 Medical Review Process**

6.5.1 If as a result of physical or mental incapacity a kaimahi is unable to perform the duties of the position, Te Pūkenga will:

- a) consult with the kaimahi and TEU.
- b) Require the kaimahi to undergo a medical examination, at the expense of Te Pūkenga, by a registered medical practitioner nominated by Te Pūkenga, or if the kaimahi wishes, two

registered medical practitioners, one nominated by Te Pūkenga 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.

6.5.2 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.

## **6.6 Disciplinary Procedures**

### **Principles to be Observed**

6.6.1 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 Te Pūkenga 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 Te Pūkenga.
- 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.

## **6.7 Suspension**

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

6.7.2 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.

6.7.3 Any period of suspension will be regularly reviewed, noting such suspension is to protect both the kaimahi concerned and Te Pūkenga 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 and 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

- a) The salaries of kaimahi shall be paid in equal fortnightly instalments.
- b) Payment shall be made by electronic transfer to a bank account nominated by the kaimahi.
- c) 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 within 10 working days of cessation of employment.
- d) Annual and discretionary leave due on resignation or retirement shall be payable as follows:
  - i. Kaimahi who resign at the end of the Te Pūkenga 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 Te Pūkenga

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 Te Pūkenga holidays

- 8.2.1 In addition to any other type of leave, kaimahi are entitled to the following days as paid public holidays:
- a) New Year's Day
  - b) The day after New Year's Day
  - c) Waitangi Day
  - d) Good Friday
  - e) Easter Monday
  - f) ANZAC Day
  - g) The Sovereign's birthday observance
  - h) Matariki
  - i) Labour Day
  - j) The Provincial Anniversary Day (as locally observed, where the kaimahi primarily resides)
  - k) Christmas Day
  - l) Boxing Day



- 8.2.2 In addition to the above, kaimahi shall also receive the below Te Pūkenga holiday:  
a) The Tuesday immediately after Easter Monday
- 8.2.3 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.
- 8.2.4 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.
- 8.2.5 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 is found in Part B, Section 3.1.
- 8.3.2 Annual Leave entitlements for Allied kaimahi is found in Part C, Section 5.3.
- 8.3.3 The leave year starts on 01 February and ends on 31 January.
- 8.3.4 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.
- 8.3.5 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. Kaimahi are entitled to one block of leave of at least four weeks.
  - c) Casual kaimahi will have their annual leave payments included in their pay at 8%.
  - d) Kaimahi based at MIT (Academic), NorthTec and TPP, have additional annual leave terms in their schedules.

### **8.4 Sick Leave**

Sick leave is intended for use by Te Pūkenga 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.
- b) (Transitional provision) Any kaimahi transferring to Te Pūkenga on 1st January 2023 or earlier 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 Te Pūkenga 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.

## **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 Te Pūkenga.
- 8.5.2 Any extraordinary sick leave granted will be reviewed periodically taking into account relevant public health and medical information.
- 8.5.3 Included within their respective schedules are provisions relating to disregarded sick leave for illnesses directly attributable to working conditions for Ara, EIT, MIT Academic, NMIT, NorthTec, Otago, SIT, Toi Ohomai, UCOL Academic, Unitec, WelTec, Whitireia, Wintec and WITT.

## **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 Te Pūkenga 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 whāngai 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 whāngai 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,

### **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.

Te Pūkenga 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 at Te Pūkenga 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.

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 Te Pūkenga to pay all or part of parental leave, the provisions in this clause will be inclusive of what Te Pūkenga 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 Te Pūkenga. 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 Te Pūkenga.
  - 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 Te Pūkenga 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 Te Pūkenga:
- 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 Te Pūkenga recognises the seriousness of the issue of family violence and the impacts it may have in the workplace.
- 8.12.2 Te Pūkenga 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.

- 8.12.3 Family violence may impact on kaimahi attendance or performance at work. The employer will support kaimahi experiencing family violence. This support includes:
- a) 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.
  - b) To support safety planning and avoidance of harassing contact, Te Pūkenga will approve any reasonable request from kaimahi experiencing family violence for:
    - i. 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.
    - ii. Kaimahi experiencing family violence will have direct access to the Employee Assistance Programme.

### **8.13 Jury Service**

- 8.13.1 Any full time, proportional, 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 Te Pūkenga 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, Te Pūkenga may require kaimahi to seek exclusion from Jury Service and Te Pūkenga 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 Te Pūkenga will make reimbursements to kaimahi so that they do not incur personal costs as a result of requirements of Te Pūkenga. Reimbursement will be according to:
- a) the following provisions for reimbursements, allowances and expenses, or
  - b) the policies, procedures and practices Te Pūkenga establishes for any matters not specifically covered by the provisions of this agreement.
- 9.1.2 Travelling away from the workplace on Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga from time to time. Such travel must be approved by Te Pūkenga and is defined as approved activities directly related to Te Pūkenga 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, Te Pūkenga shall pay the difference between home and fixed base and home and variable base, in accordance with and as defined by Te Pūkenga 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 lecturer 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 Te Pūkenga business will be made in full upon application to Te Pūkenga 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 Te Pūkenga policy, Te Pūkenga 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
  - iii. are required to work abnormal hours.
- e) 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, Te Pūkenga 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 Te Pūkenga.

## Section 10 – Hauora me te haumaruru | Wellbeing and Safety

### 10.1 Wellbeing and Safety Commitment

- 10.1.1 Te Pūkenga 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. Te Pūkenga 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 Te Pūkenga 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.
- 10.1.2 Te Pūkenga 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.

## **10.2 Protective Clothing and Equipment**

10.2.1 In meeting its obligation to provide a safe and healthy work environment, Te Pūkenga 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. Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga.
  - iv. It will be laundered or cleaned at Te Pūkenga 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.

## **10.3 Kaimahi Engagement, Participation, and Representation Agreement**

Te Pūkenga 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. Te Pūkenga will encourage kaimahi engagement in health and safety work practices through participation and representation processes and mechanisms. Te Pūkenga 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 11 – Te Panoni Whakahaerenga | Organisational Change**

### **11.1 Notification**

Te Pūkenga 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. Te Pūkenga will ensure that any potential affected kaimahi are clearly identified.

### **11.2 Intent**

Te Pūkenga 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 Te Pūkenga and minimise the use of compulsory redundancy.

### **11.3 Application**

- 11.3.1 These provisions apply to kaimahi who, for all intents and purposes, have an ongoing expectation of employment.
- 11.3.2 This includes kaimahi who meet these criteria and are on approved leave.
- 11.3.3 They will not apply to kaimahi who have reached the expiry of a fixed term appointment, or to casual kaimahi.

### **11.4 Definition**

A surplus staffing situation may arise following consultation with affected kaimahi where Te Pūkenga 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.

### **11.5 Consultation**

- 11.5.1 Kaimahi will be notified in writing of any review and Te Pūkenga will advise kaimahi in writing of their right to assistance from the union.
- 11.5.2 Te Pūkenga will provide the union with an opportunity to be involved in any review directly affecting its members.
- 11.5.3 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 Te Pūkenga. The parties may agree to a lesser period. Te Pūkenga will consider any submissions prior to any decisions as to the outcome of the proposal.
- 11.5.4 Throughout the review process, both parties will be open and receptive to opportunities that enable on going employment.

### **11.6 Information**

Te Pūkenga will take all practical steps to provide relevant information requested by TEU.

### **11.7 Selection Criteria**

- 11.7.1 Where it affects members and selection criteria are to be used, Te Pūkenga will consult with TEU and the affected kaimahi on any selection criteria to be used.
- 11.7.2 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.
- 11.7.3 The selection criteria must be fair, objective and consistent with the purpose of determining which kaimahi will be declared surplus.
- 11.7.4 The selection criteria shall recognise the need of Te Pūkenga to retain necessary skills, knowledge and experience for the operational needs of the organisation.
- 11.7.5 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.

## 11.8 Support

- 11.8.1 Te Pūkenga will provide appropriate and reasonable support to kaimahi impacted by a review.
- 11.8.2 Te Pūkenga recognises that appropriate support will vary by individual. Kaimahi may request additional support if required.

## 11.9 Determination

- 11.9.1 As a result of the processes above, when specific positions are identified as surplus, Te Pūkenga will advise affected kaimahi, and TEU.
- 11.9.2 If any positions are identified as surplus, Te Pūkenga 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.
- 11.9.3 At this time Te Pūkenga 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.

## 11.10 Options

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

### 11.10.1 Attrition

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

### 11.10.2 Redeployment

- a) Kaimahi may be redeployed to a comparable position at the same or lower salary within Te Pūkenga.
- 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 of their existing 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 Te Pūkenga which is directly comparable to their existing position and which does not require a change in residential location.
- d) Te Pūkenga 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.

#### 11.10.3 Voluntary Redundancy

- a) With the exception of areas where there is only one position under review, Te Pūkenga 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, Te Pūkenga will apply selection criteria as defined in clause 11.7 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 Te Pūkenga.
- d) Should there be no volunteers or insufficient volunteers to discharge the surplus, Te Pūkenga shall then apply the criteria set out in clause 11.7 to identify the kaimahi to be declared surplus.

#### 11.10.4 Retraining

- a) In order to enhance the kaimahi prospects of re-employment, retraining is available for kaimahi following an application for retraining with financial assistance.
- b) 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.
- c) This will not be a cash payment but would be subject to reimbursement claims, or payment on invoice to Te Pūkenga.
- d) There will be no requirement that kaimahi seeking this option are required to be re-employed by Te Pūkenga.
- e) The parties agree that retraining is a worthwhile and efficient option and should not be unreasonably withheld.

#### 11.10.5 Redundancy

- a) Where kaimahi positions are confirmed as redundant and all previous options have been explored for on-going employment within Te Pūkenga without success, Te Pūkenga 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 service minus one, up to a maximum of 19; and
  - iii. 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 Te Pūkenga will pay, in lieu of notice 16% of salary (or the appropriate proportion of this) for the preceding 12 months in lieu of the period of notice not worked, regardless of the length of service (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 SIT, MIT Academic, and TOPNZ.
  - 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.

#### 11.10.6 Support in Redundancy Situations

- a) In addition to the support made available during the review process, Te Pūkenga 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 Te Pūkenga 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) Te Pūkenga recognises that appropriate support will vary by individual, additional support may be agreed between kaimahi and Te Pūkenga.

### 11.11 **Statutory Employment Protection Provision**

In any case of restructuring, as defined in the Employment Relations Act 2000, where it is proposed that Te Pūkenga (or part of it) is to be sold, contracted out, or transferred to another entity, Te Pūkenga 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.

#### 11.11.1 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.

#### 11.11.2 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, Te Pūkenga 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.

### 11.11.3 Terms of Employment

In the course of negotiating a sale or purchase agreement or a contract for services, Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga will be treated as continuous service with the new employer; and
- d) Any conditions relating to superannuation under the employment being terminated.

### 11.11.4 New Employment Opportunities

Te Pūkenga 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. Te Pūkenga will also advise kaimahi and explain the implications of their right to accept or decline to transfer to the new employer.

### 11.11.5 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 Te Pūkenga because of the transfer.

## **Section 12 – Te Whakatau Raruraru Mahi | Employment Relationship Problems**

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

We aim to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens.

If we cannot resolve things between us, you can get outside help. We have set out the services available to you for resolving employment relationship problems.

### **12.1 What is an employment relationship problem?**

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

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

12.1.3 Listed below are examples of employment relationship problems:

- a) You think you have been treated unfairly.
- b) A personal grievance.
- c) A breach of your employment agreement.
- d) A dispute over the interpretation, application or operation of your employment agreement.

- e) Unfair bargaining for an individual employment agreement.
- f) A question about whether you are a kaimahi or an independent contractor.
- g) A disagreement about arrears of wages or holiday pay, etc.
- h) You are not being allowed to attend union meetings or take employment related education leave; or
- i) You get a warning or are dismissed.

## 12.2 Who can help you with an employment relationship problem?

12.2.1 To help you solve your employment relationship problem you can contact:

12.2.2 Within your workplace

- Your manager/supervisor or their manager.
- Your People and Culture team.
- TEU National Office:
  - Email: [teu@teu.ac.nz](mailto:teu@teu.ac.nz)
  - Phone: 0800 278 348

12.2.3 Outside your 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.

## 12.3 What is a personal grievance?

A personal grievance means any grievance that you have against us because of a claim that:

- You have been unjustifiably dismissed.
- Action we have taken disadvantages you in your employment or a term of your employment is unjustifiable.
- You are discriminated against in your job.
- You are sexually harassed in your job.
- You are racially harassed in your job; or
- You have been pressured in your job because of your membership or non-membership of a union or kaimahi organisation.

## 12.4 What can you do if you have a personal grievance?

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

- We consent to you raising the personal grievance after 90 days; or
- you successfully apply to the Employment Relations Authority (“Authority”) for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.

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

## **12.5 Mediation services**

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

12.5.1 The Ministry provides mediation services which may include:

- information about rights and obligations.
- information about services.
- assistance in resolving problems; and
- fixing new terms of employment.

## **12.6 Problem not resolved at mediation**

If we cannot resolve the problem at mediation, you 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 have for their first year of teaching, a reduction of teaching of 20% or an equivalent time (or relevant position) load of an academic staff members in the same area (e.g. gaining an adult teaching qualification).
- 1.1.2 In deciding whether an academic induction period, and the associated adult teaching qualification are required, or the duration of that, Te Pūkenga 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.
- 1.1.3 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 Te Pūkenga acknowledges the practice of academic freedom is essential to the professional conduct of teaching, research and scholarship. Te Pūkenga 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 Te Pūkenga to account for the proper use of resources.

### Section 2 – Hāora Mahi | Workload and Duty Hours

#### 2.1 Intent

Te Pūkenga 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

Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga.
    - 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 when planning the allocation of work for kaimahi Māori the following will be considered:
    - i. specific skills kaimahi Māori bring to their employment situation.
    - ii. the accountabilities of kaimahi Māori to their iwi, hapu and whanau.
    - iii. acknowledgement of the cultural duties kaimahi Māori undertakes over and above their designated role.

- d) 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
  - Initial appointments ASMs 660 TTH
- 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
  - Initial ASMs 240 TTH
- c) The TTH maxima in (b) above will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken as follows:
  - ASM 4.5 TTH per day
  - Tutorial Assistants 5.5 TTH per day

The TTH maxima in a) above will be so reduced whenever a day of approved leave other than annual leave or discretionary leave is taken.
- 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.

## **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
  - 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 consent to undertake duties:
  - i. after 5.00 pm in excess of the provisions in 2.5.1(a)(ii) above
  - 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
  - iii. before 8.00 am where this is necessary to meet the needs of the business of Te Pūkenga.

#### 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 Te Pūkenga from Ara, EIT, MIT, NMIT, Otago, SIT, Toi-Ohomai, Whitireia, and WITT, or start employment with Te Pūkenga 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. Te Pūkenga has a responsibility to ensure that kaimahi receive timely and appropriate training and opportunities for professional development. Te Pūkenga 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. Te Pūkenga 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 Te Pūkenga 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 Te Pūkenga 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) Te Pūkenga approving the proposed programme. Approval will not be unreasonably withheld.
  - c) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to 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 Te Pūkenga 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 Te Pūkenga, 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 Te Pūkenga 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 Te Pūkenga 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, Te Pūkenga may take into account any payment it makes to, for or on behalf of kaimahi under this sub-clause.

## PART C – ALLIED KAIMAHI

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

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

#### 1.1 Professional Development

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

- a) For kaimahi employed within the MIT or Otago division, up to 5 days (37.5 hours) per annum (pro rata for part timers)
- b) For kaimahi employed within the UCOL division, up to 10 day (75 hours) per annum (pro rata for part timers).

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

- a) The kaimahi having submitted a written professional development plan to the employer.
- b) The employer having agreed to the plan; such approval shall not be unreasonably withheld.
- c) Reasonable notice being given of the proposed activities.
- d) Timing of the activities being set with due regard for the institute's operational requirements.
- e) The kaimahi being able to accumulate professional development time over a number of years for a specified professional development programme that the employer has agreed to.
- f) Te Pūkenga may allocate a grant to support actual and reasonable expenses.
- g) Unused development time not being able to be carried over to the following year except as pursuant to e) above.

### Section 2 – Taumata Utu Kaimahi | Salaries

#### 2.1 Rates

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

### Section 3 – Ngā hāora mahi | Hours of Work

#### 3.1 Duty Hours

3.1.1 Refer to applicable Schedule.

#### 3.2 Work Breaks

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 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.
- 3.2.4 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 / Penal Rates

#### 4.1 Overtime Rates

4.1.1 Refer to applicable Schedule.

#### 4.2 Time Off in Lieu of Overtime

4.2.1 Refer to applicable Schedule.

### **4.3 Overtime Limits**

4.3.1 Refer to applicable Schedule.

### **4.4 Limits on Unbroken Work**

4.4.1 Refer to applicable Schedule.

### **4.5 Call Back**

4.5.1 Refer to applicable Schedule.

## **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 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.

#### **5.3.2 For Kaimahi employed at the Otago division**

Five weeks annual holidays paid in accordance with the Holidays Act 2003.

#### **5.3.3 For Kaimahi employed at the UCOL division**

Four weeks plus one day per annum. Proportional employees will be paid according to their proportion.

5.3.4 Additional details on annual leave are in the applicable Schedule.

### **5.4 Te Pūkenga holidays**

5.4.1 The following days are institute holidays and are days of paid leave in addition to annual leave and public holiday entitlements:

5.4.2 The three days between Christmas and New Year are paid leave. For Allied kaimahi at Otago these days are subject to kaimahi using their annual leave as per OP policy.

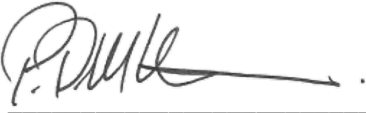
## PART D – DIVISIONAL SCHEDULES


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

Ara Institute of Canterbury Academic (Ara)
Eastern Institute of Technology Academic (EIT)
Manukau Institute of Technology Academic (MIT Academic)
Manukau Institute of Technology Allied (MIT Allied/General)
Nelson Marlborough Institute of Technology Academic (NMIT)
Northland Polytechnic Ltd Academic (North Tec)
Open Polytechnic Academic (TOPNZ)
Otago Polytechnic Academic (Otago Academic)
Otago Polytechnic Allied/General (Otago Allied/General)
Southern Institute of Technology Academic (SIT)
Tai Poutini Polytechnic Limited Academic (TPP)
Toi Ohomai Institute of Technology Academic (Toi Ohomai)
Unitec New Zealand Limited Academic (Unitec)
Universal College of Learning Academic (UCOL Academic)
Universal College of Learning Allied/General (UCOL Allied/General)
Waikato Institute of Technology Academic (Wintec)
Wellington Institute of Technology Ltd Academic (WelTec)
Western Institute of Technology at Taranaki Academic (WITT)
Whitireia Community Polytechnic Ltd Academic (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:   
\_\_\_\_\_ 23 June 2023  
**Peter Winder** Date  
Chief Executive Te Pūkenga

Signed:   
\_\_\_\_\_ 21 June 2023  
\_\_\_\_\_ Date  
**Irena Brorens**  
Assistant National Secretary Industrial  
For and on behalf of the Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU)

# EIT Schedule

The provisions within this schedule apply to existing kaimahi whose primary place of work is deemed to be the division known as the Eastern Institute of Technology (EIT) and were academic kaimahi covered by the EIT Academic Staff CA expiring 31 March 2023, and new academic kaimahi who commence employment with Te Pūkenga EIT from 1 April 2023.

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

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

<b>Clause Number</b>	<b>Clause Heading</b>
Part 2	Interpretation and Definitions
Part 4	Career Progression and Remuneration (excl 4.5 & 4.6)
5.4, 5.6, 5.7	Duty Hours, workload Procedure, workload review
6.3.4, 6.3.7, 6.3.9	Discretionary Leave, Annual and Discretionary Leave for Employees with Short Service, Four for Five" Employment Option
7.2, 7.3	Training, Professional Development
Part 8	Allowances and Expenses
10.3, 10.6, 10.7.4	Definition, Selection Criteria, Retraining
11.7	Agreement Monitoring Committee
Part 13	Transitional Allowances
Schedule A	Agreement Monitoring Committee
Schedule B	Salary Scales: ASM, SASM, PASM & Tutorial Assistants
Schedule C	Salary Scale: Learning Facilitators
Schedule D	Factors Characterising Academic Staff Members and Senior Academic Staff Members

## Part 2 INTERPRETATION AND GENERAL DEFINITIONS

### Definitions

"Academic Staff Member" (ASM) means 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.

"ASM" see "Academic Staff Member".

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

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

"Duty day" means a day which is not approved leave, a holiday, a weekend day or a day in lieu of a weekend day.

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

"Part-Time" refers to untenured positions paid on an hourly rate.

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

"Proportional" refers to a person employed for a specified fraction of fulltime.

"Research" is as defined by the New Zealand Qualifications Authority and institutional policy.

"Service" means:

- (a)
  - (i) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic, and
  - (ii) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
  - (iii) periods of continuous part-time service with the employer, which are aggregated to the fulltime equivalent service for the purposes of this definition, and
  - (iv) any other service the employer agrees to recognise at the time of appointment.
- (b) "Continuous service" for the purposes outlined above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include any:
  - (i) approved leave without pay
  - (ii) breaks of not more than three months between employment within the polytechnic service.

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

"Timetabled Teaching Hour" means one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the employee is responsible.

"TTH" see "Timetabled Teaching Hour".

"Tutorial Assistant" means a person who assists the learning process under the supervision of an ASM. The ASM will delegate appropriate tasks provided that the day-to-day learning and teaching programmes, the assessment of the students' learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.

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

- Assisting with the understanding of self-paced instructional material.
- Providing pastoral care to students.
- Supervising assessment where this is by way of a checklist. (Note: Where subjective assessment is required an academic staff member will supervise the process).
- Undertaking related administrative work.
- Working alongside the Tutor during class and assisting students with their learning.
- Demonstrating equipment/techniques and responding to questions.
- Setting up the teaching environment.

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

## **PART 4 CAREER PROGRESSION AND REMUNERATION**

### **4.1 Statement of Intent**

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

### **4.2 Salary Rates**

#### **4.2.1 Salaries**

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

#### **4.2.2 Starting Salaries**

- (a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills, attributes and external market factors.
- (b) The employer may pay a market allowance over the assessed salary level. (see clause 4.4.1 below).

#### **4.2.3 Proportional Positions**

Salaries will be paid on a proportional basis as follows:

- fulltime salary rate x predetermined proportion of the position. This will be confirmed in the letter of appointment.

#### **4.2.4 Part-time Positions**

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

### **4.3 Salary Progression**

#### **4.3.1 Progression within the ASM Grade**

a) *Appointment Step*

The provisions of clause 4.3.1 apply to progression within the ASM grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being appointed to any step within the ASM grade.

b) *Increments*

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

c) *Advanced Increments*

- (i) A double or accelerated increment may be approved by the employer for:
  - meritorious performance
  - ensuring relativity within the polytechnic
  - retention.

(ii) The new increment date is from the date of the advanced increment.

d) *Withholding of Increments*

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

#### **4.3.2 Progression to the SASM Grade**

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

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

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

#### **4.3.3 Progression within the SASM Grade**

- a) Progression within the SASM Grade will be by annual review by the employer of the employee's professional practice which will refer to the Senior ASM criteria in Schedule D (or alternative criteria as may be agreed by the AMC).
- b) Any increases given under this clause will be no less than 2% of the FTE base salary.

Where an employee has met the standard for a salary increase in SASM that would extend the employee's base salary beyond the grade maximum, the base salary will

be increased to the maximum and the balance of the increase will be paid as a lump sum.

c) **Progression Payment**

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

#### **4.3.4 Progression to the PASM Grade**

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

#### **4.3.5 Progression within the PASM Grade**

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

b) Any increases given under this clause will be no less than 2% of the FTE base salary.

Where an employee has met the standard for a salary increase in PASM that would extend the employee's base salary beyond the grade maximum, the base salary will be increased to the maximum and the balance of the increase will be paid as a lump sum.

c) **Progression Payment**

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

#### **4.3.6 Salary Progression for Learning Facilitators**

##### **Salary Increments**

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

##### **Promotion over the Bar**

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

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

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



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

#### **4.3.7 Annual Funding For Merit Movement**

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

#### **4.4 Salary Allowances**

##### **4.4.1 Market Salary Allowance**

A recruitment or retention allowance may be paid on an annual or ongoing basis to reflect difficulty in recruiting or retaining specific skills and/or experience for any specified position. This allowance may be abated but only by including incremental progression and promotion.

##### **4.4.2 Acting Higher Duties Salary Allowance**

- a) An ASM who acts in a higher position will be paid a higher duties allowance at a rate agreed with the employer. To qualify for a higher duties allowance the ASM must undertake the responsibilities of the position for at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.
- b) The ASM acting in a higher position will accrue leave at the higher salary (i.e. their base salary plus the higher duties allowance according to clause 6.3.7).

##### **4.4.3 Special Responsibilities Salary Allowance**

- (a) An ASM required by the employer to undertake special responsibilities over and above those normally expected of an ASM will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of at least:
  - \$1,700 per Annum effective from 2 October 2020
  - \$1,900 per Annum effective from 2 October 2021.
- (b) The granting of any special responsibilities allowance will be confirmed in writing to the employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and may be terminated by agreement or where agreement cannot be reached with the employee giving two month's notice or notice of termination at the end of the teaching semester whichever is the longer. Such notice must be in writing.

#### **4.7 Programme Coordinators**

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

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

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

#### **4.8 Discretionary Leave Buy-Back – Auckland Employees**

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

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

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

#### **4.9 Recognition of Tikanga Māori and Te Reo Māori**

The employer shall acknowledge where any employee is called upon by the employer to use Tikanga Māori and/or Te Reo Māori in circumstances outside their job requirements, as approved by the Director Māori. This will be recognised by a payment from an annual pool of \$4500 ring fenced. The Employer will report annually on usage. The TEU will be provided with a copy this report.

## **PART5 WORKLOAD**

### **5.4 Duty Hours**

(refer definition clause 2.4)

The following limits on requirements to undertake duty apply for fulltime employees (see clause 5.5.1 for proportional employees).

(a) Weekly Duty Hours

- (i) An employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:
  - 34 hours for ASMs and Tutorial Assistants
  - 36 hours for ASMs and Tutorial Assistants who consent, or who have agreed at the time of appointment, to this higher limit
  - 37.5 hours for Non-Teaching ASMs.
- (ii) Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.
- (iii) An employee may consent to undertake duties:
  - after 5.00 pm in excess of the provisions in (ii) above.
  - at weekends, provided that duty is spread over no more than five days except when it is part of an approved professional development programme

(d) Learning Facilitators

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

### **5.6 Workload Procedure**

In allocating work the employer will apply the following process:

- a) The employer will take into account all factors impacting on workload (see 5.2.4) when considering the employee's work allocation for a year or a specified period.

- b) The employer will discuss with the employee the proposed allocation of work including the identification of tasks (teaching, research outputs (if applicable), administrative duties, programme changes and other tasks). Taking account of any resource constraints and other relevant factors.
- c) The proposed work allocation will also take into account leave and professional development. The employer will make available to the employee the proposed work allocation for the year or specified period and provide the employee with time to consider it and an opportunity to discuss and provide feedback.
- d) The employer will consider any feedback before making available a final work allocation for the year or specified period. Where possible this would take place before the new year commences.
- e) The employer will continue to meet with the employee as necessary to discuss work allocation or any other related issues.
- f) If changes to an employee's work allocation are required during the year or specified period the changes will be discussed with the employee in advance and the employees views taken into account.

### **5.7 Workload Review**

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

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

- (a) Lodge a request for a review of hours of work and workload with the Dean, setting out the basis of the complaint.
- (b) On receiving this request the Dean shall within five working days:
  - Review the hours of work and the workload of the ASM
  - Compare the workload to that of other ASMs within the section and the wider faculty where appropriate
  - Respond to the ASM setting out the actions to be taken (if any), with an explanation.

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

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

### **Interim Situation**

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

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

## PART6 LEAVE

### 6.3.4 Discretionary Leave

- (a) Employees will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:
  - (i) Up to three weeks in each of the first two years of employment for initial ASM training.
  - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the polytechnic's formal appraisal procedures.
  - (iii) For ASMs who teach primarily in courses leading to degrees and whose duties include research, discretionary leave may be individually negotiated out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days and the maximum timetabled teaching hours for each quarter of the year will be 175 not 300 as in 5.3 (b)
- (b) Unless the employee agrees otherwise, discretionary leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the polytechnic.
- (c) Discretionary leave will not apply to a non-teaching ASM and Learning Facilitators.

### 6.3.7 Annual and Discretionary Leave for Employees with Short Service

- (a) Employees with less than 12 months' full service in any one year will have leave calculated at 21 percent of the period worked, less any leave taken.
- (b) Where an employee has served less than 12 months and has negotiated a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:
  - Five weeks' leave entitlement: (i.e. no discretionary leave) 11 percent of the period worked less any leave taken
  - Six weeks' leave entitlement: (i.e. five weeks' annual leave and one week's discretionary leave) 14 percent of the period worked less any leave taken
  - Seven weeks' leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave) 16 percent of the period worked less any leave taken
  - Eight weeks' leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave) 18 percent of the period worked less any leave taken.
- (c) Employees with short service who have insufficient leave will be paid in full when the polytechnic is closed.

### 6.3.9 Four for Five" Employment Option

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

- (a) Any special responsibilities and/or market allowances due to the ASM during the four years worked shall be paid in full and no such allowance shall be paid during the fifth year.
- (b) An ASM may withdraw from the scheme at any time up to three months before the fifth year off work is due to apply.
- (c) The employer may defer the scheme with three months' notice where there is good reason because of operational requirements.

The intention of this provision is to give ASMs the opportunity for refreshment either professionally or personally or both.

#### **6.4.4 Extraordinary Sick Leave**

Sick leave taken in the following circumstances (up to an aggregate of two years over the term of employment with the employer) will not be debited from the sick leave entitlement. Leave will be disregarded in the following cases:

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

## **PART7 TRAINING AND PROFESSIONAL DEVELOPMENT**

### **7.2 Training**

- (a) Tenured ASMs will complete up to 12 weeks recognised training in the practice of adult and tertiary education. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement.
- (b) In each of the first two years of employment an ASM may be required to use up to three weeks discretionary time and five days professional development leave for initial teacher training.

### **7.3 Professional Development**

- (a) ASMs and Learning Facilitators will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year
- (d) Employees will be entitled to support for approved professional development support as specified in EIT's Professional Development Policy.
- (e) Professional development days may be accumulated according to any conditions which have been agreed by the employer and the ASM.
- (f) Any staff required to change their mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.

## **PART 8 ALLOWANCES, EXPENSES AND GRANTS**

### **8.2 Travelling Allowance**

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

- (a) approved actual and reasonable accommodation costs, or an allowance of per night as follows: [01 April 2023] \$52.02 when staying privately; and
- (b) actual and reasonable travel costs; and
- (c) actual and reasonable meal costs up to \$ as follows: [01 April 2023] \$104.00 for each completed 24 hour period; and
- (d) an incidental allowance as follows: [01 April 2023] \$13.09 for each 24 hour period or part thereof;
- (e) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense.

Where appropriate the employee will provide proof of payment.

### **8.3 Meal Allowances**

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of: [01 April 2023] \$21.88.

## **PART 10 STAFFING REVIEWS**

### **10.3 Definition**

[...] No existing staff member will be displaced by the appointment of a tutorial assistant or Learning Facilitator.

### **10.6. Selection Criteria**

An affected employee will be able to request a copy of their completed assessment template once employees have been advised of the employer's decision. This information will be made available as soon as practicable after advice of the decision has been made.

Staff must be given time to update their personal academic files.

### **10.7.4 Retraining**

The employer may, following application from the employee, offer the option of retraining with financial assistance. The total cost to the employer, including any salary and training costs will not exceed 110% of the value of the severance payment the employee would be entitled to.

However, where the approved training involves enrolling in an EIT programme the total cost to the employer, including any salary and training costs, will not exceed 120% of the value of the severance payment the employee would be entitled to.

## **PART 11 UNION MATTERS**

### **11.7 Agreement Monitoring Committee**

An Agreement Monitoring Committee will be established to deal with specific matters arising from this Agreement. This Committee will operate according to Schedule A.

## **PART 13 TRANSITIONAL PROVISIONS**

### **Translation**

Any academic staff members on IEAs, who subsequently join the TEU during the term of this Agreement and are covered by this Agreement, will move to the Collective Agreement on their existing salaries. For those employees who have already received a percentage pay increase in that year equivalent to or greater than, the percentage increase for that year in this Agreement, the percentage increase in this Agreement will not apply. For those employees who have received a percentage pay increase in that year which is less than the percentage increase for that year in this Agreement, the difference will be applied.

## **SCHEDULE A**

The Agreement Monitoring Committee

### **1. Introduction**

The Agreement Monitoring Committee is established in accordance with clause 11.7 of this Agreement.

### **2. Composition of the Committee**

- 2.1 The committee will be composed of equal numbers; not less than two each of management representatives and two local ASMs who are parties to the Agreement and nominated by the TEU.
- 2.2 The convenor of the committee shall be elected on an annual basis by members of the Committee. Appointments will be confirmed annually.
- 2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

### **3. Role of Committee**

3.1 The functions of the committee are to:

- (a) Monitor the application of the employment agreement.
- (b) Review matters arising from the employment agreement, including the following:
  - (i) progression to SASM and PASM
  - (ii) progression within the SASM and PASM grade
  - (iii) development of policies relating to part-time ASMs
  - (vi) exceptional workload provisions.

Note that this is not an exhaustive list.

- (c) Provide advice on any other matters referred to it by the CEO. The committee does not have a role in relation to variations to this Agreement.
- (d) Monitor the number, duration and sequencing of limited tenure and fixed term agreements.
- (e) Monitor the number of Learning Facilitators and the nature of their work.

#### 4. Operating Guidelines

- 4.1 The Committee will develop guidelines in relation to meeting frequency, agendas, and minutes and meeting protocol.
- 4.2 Committee members would be expected to consult using their own protocol with their constituencies throughout the process prior to decision-making.
- 4.3 Committee members shall genuinely seek to reach a consensus on all matters that come before the committee and to demonstrate good faith in discharging their responsibilities under the provisions of this schedule:
  - (a) For matters which pertain to the Agreement, where agreement cannot be reached, the status quo of the Agreement prevails
  - (b) For matters where no status quo applies and agreement cannot be reached, but when an agreement within the terms of the Agreement is necessary for the proper functioning of the institution, normal prerogative prevails through matters being referred to the CEO until such time as the committee reaches agreement.
- 4.4 Agendas and minutes of meetings will be available for interested outside parties such as the National Secretary of the TEU.
- 4.5 Advisers may be invited to attend subject to committee agreement.
- 4.6 Local policy agreed by the committee will be promulgated through standard local procedure and subject to periodic review/amendment by the committee.

#### 5. Resourcing

- 5.1 Secretarial support and time allowances will be made available to the committee to ensure its effective operation.
- 5.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs shared with the **TEU**.



## SCHEDULE B

Effective from 1 January 2023 the following increases will apply to all salary scales:

- 5% increase to all paid and printed rates for those earning up to \$75,000 per annum pro rata;
- 4% increase to all paid and printed rates for those earning over \$75,000 per annum pro rata.

	Full Time		Part Time	
	2022 (3%)	2023 (4%/5%)	2022 (3%)	2023 (4%/5%)
<b>PASM</b>				
<b>Maximum</b>	\$ 104,524	\$ 108,705	\$ 65.97	\$ 68.61
<b>Minimum</b>	\$ 82,310	\$ 85,603	\$ 51.95	\$ 54.03
<b>SASM</b>				
<b>Maximum</b>	\$ 89,713	\$ 93,302	\$ 56.63	\$ 58.89
<b>Minimum</b>	\$ 79,688	\$ 82,876	\$ 50.29	\$ 52.31

ASM	Full Time		Part Time	
	2022 (3%)	2023 (4%/5%)	2022 (3%)	2023 (4%/5%)
<b>11</b>	\$ 79,688	\$ 82,876	\$ 50.29	\$ 52.31
<b>10</b>	\$ 77,047	\$ 80,129	\$ 48.63	\$ 50.57
<b>9</b>	\$ 74,663	\$ 78,396	\$ 47.13	\$ 49.49
<b>8</b>	\$ 72,299	\$ 75,914	\$ 45.63	\$ 47.91
<b>7</b>	\$ 69,929	\$ 73,425	\$ 44.14	\$ 46.34
<b>6</b>	\$ 67,600	\$ 70,980	\$ 42.66	\$ 44.80
<b>5</b>	\$ 65,270	\$ 68,534	\$ 41.20	\$ 43.26
<b>4</b>	\$ 62,946	\$ 66,094	\$ 39.73	\$ 41.71
<b>3</b>	\$ 60,617	\$ 63,647	\$ 38.25	\$ 40.17
<b>2</b>	\$ 58,290	\$ 61,204	\$ 36.79	\$ 38.63
<b>1</b>	\$ 55,084	\$ 57,839	\$ 34.76	\$ 36.50

NOTE: The part time rates as printed are exclusive of holiday pay. Holiday pay at 8% will be paid at the completion of employment as required by the Holidays Act 2003.

The part-time hourly rates above are derived by using the following calculation:

Divide the annual salary at the same step by 1467 (this is the notional number of duty hours in a year) and then divide that figure by 1.08%

Tutorial Assistant	Full Time		Part Time	
	2022 (3%)	2023 (4%/5%)	2022 (3%)	2023 (4%/5%)
<b>8</b>	\$ 49,676	\$ 52,160	\$ 31.35	\$ 32.92
<b>7</b>	\$ 47,951	\$ 50,348	\$ 30.26	\$ 31.77
<b>6</b>	\$ 46,095	\$ 48,399	\$ 29.10	\$ 30.55
<b>5</b>	\$ 44,305	\$ 46,521	\$ 27.96	\$ 29.36
<b>4</b>	\$ 42,513	\$ 44,639	\$ 26.84	\$ 28.18
<b>3</b>	\$ 40,721	\$ 42,757	\$ 25.70	\$ 26.98
<b>2</b>	\$ 38,928	\$ 40,874	\$ 24.58	\$ 25.80
<b>1</b>	\$ 37,137	\$ 38,993	\$ 23.43	\$ 24.60

## SCHEDULE C

Effective from 1 January 2023 the following increases will apply to all salary scales:

- 5% increase to all paid and printed rates for those earning up to \$75,000 per annum pro rata;
- 4% increase to all paid and printed rates for those earning over \$75,000 per annum pro rata.

Learning Facilitator	Full Time		Part Time	
	2022 (3%)	2023 (4%/5%)	2022 (3%)	2023 (4%/5%)
<b>11</b>	\$ 65,270	\$ 68,534	\$ 33.38	\$ 35.05
<b>10</b>	\$ 62,946	\$ 66,094	\$ 32.21	\$ 33.82
<b>9</b>	\$ 60,616	\$ 63,646	\$ 31.00	\$ 32.55
<b>Bar</b>				
<b>8</b>	\$ 58,755	\$ 61,693	\$ 30.06	\$ 31.56
<b>7</b>	\$ 56,696	\$ 59,531	\$ 29.00	\$ 30.46
<b>6</b>	\$ 54,487	\$ 57,211	\$ 27.86	\$ 29.25
<b>5</b>	\$ 52,354	\$ 54,972	\$ 26.78	\$ 28.12
<b>4</b>	\$ 50,218	\$ 52,729	\$ 25.68	\$ 26.96
<b>3</b>	\$ 48,083	\$ 50,488	\$ 24.60	\$ 25.83
<b>2</b>	\$ 45,952	\$ 48,250	\$ 23.51	\$ 24.69

# SCHEDULE D

## Factors Characterising Academic Staff Members and Senior Academic Staff Members

These characteristics should be applied:

- (i) in the identification of Academic Staff positions
- (ii) during probationary period
- (iii) for career progression.

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

### ASMs

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

They should:

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

### SASMs

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

They should:

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. Have a record of recognised research outputs where research is a requirement of the Job Description.
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:
11. initiate and respond to feedback from students and/or peers plan and implement programmes for professional development.
12. Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
13. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
14. Take responsibility for the effective outcome of work teams.
15. Actively contribute to the broader academic and professional life of the institution.
16. Discharge administrative responsibilities integral to the SASM role.
17. Practise within the policy framework and legislative obligation of the institute.
18. Demonstrate professional activities which contribute in a positive way to the reputation of the polytechnic/profession e.g. research, consultancy, publication.
19. Actively support and contribute to the objectives, direction and operation of their department and the institute.

### **PASMs**

PASM's are educational professionals who have attained the highest standards of quality in their practise, set an example of excellence in what they do, share their wisdom and expertise with their colleagues, contribute significantly to the Institute and the community, and;

1. Have extensive successful experience as an educator in the tertiary sector
2. Have a record of research published in reputable publications (where research is a requirement of the Job Description)
3. Demonstrate a high level of scholarship
4. Lead curriculum development or educational innovation
5. Are respected for their leadership and collegial support
6. Have standing in their discipline