

Aoraki Polytechnic



Academic and General Staff Members' **COLLECTIVE AGREEMENT**



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

TERTIARY EDUCATION UNION
01 September 2015 to 31 August 2016

CONTENTS

PART 1	PREAMBLE.....	5
1.1	This Collective Agreement	5
1.2	Parties.....	5
1.3	Coverage	5
1.4	Term	6
1.5	Variation of the Agreement.....	6
1.6	Recognition of Union Authority.....	6
1.7	Application of the Provisions of the Collective Agreement.....	6
1.8	Inadvertent Omission	7
PART 2	INTERPRETATION AND GENERAL DEFINITIONS	7
PART 3	CAREER PROGRESSION AND REMUNERATION	10
3.1	Statement of Intent.....	10
3.2	Salary Scales	11
3.3	Starting Salaries.....	11
3.4	Proportional ASMs	11
3.5	Casual.....	12
3.6	Increments	12
3.7	Double Increments.....	12
3.8	Progression within the Senior ASM Grade	12
3.9	Progression between Grades.....	13
3.10	Appeal Rights.....	13
3.11	Appointment to New Grade	13
3.12	Acting in a Higher Position	13
3.13	Higher Salaries	13
3.14	Special Responsibilities Allowance	14
3.15	Salary Progression for Community Learning Facilitators	14
3.16	Establishment of SASM Review Panel.....	14
3.17	Salary Profile within the Polytechnic.....	14
3.18	Payment of Salary.....	14
PART 4	ALLOWANCES, EXPENSES AND GRANTS.....	15
4.1	Employment Related Expenses	15
4.2	Reimbursement for Travel.....	15
4.3	Meal Allowances	16
4.4	Tea Allowance	16
4.5	Transport Allowances.....	16
4.6	Relocation Expenses	17
4.7	Reimbursements.....	18
4.8	Compassionate Grant on Death of Employee	19
PART 5	WORKLOAD	19
5.1	Intent.....	19
5.2	Annual Workload.....	20
5.3	Annual Workplan.....	20
5.4	Work Parameters	22
5.5	Weekly Duty Hours	22

5.6	Daily Duty Hours	23
5.7	Travelling Time to Count Towards Duty Hours	23
5.8	Tutorial Assistants.....	23
5.9	Employees with a Special Responsibility Allowance.....	23
5.10	Proportional Academic Staff Members including Proportional Tutorial Assistants	24
5.11	Health Sciences Clinical Teaching Duties	24
5.12	Non Teaching Academic Staff	24
5.13	Employees Teaching on Degree Courses	24
5.14	Hours of Work	25
PART 6	TRAINING AND PROFESSIONAL DEVELOPMENT	25
6.1	Intent.....	25
6.2	Training.....	25
6.3	Teaching Qualifications	26
6.4	Professional Development	26
PART 7	APPOINTMENTS	27
7.1	Categories of Appointment.....	27
7.2	Tutorial Assistants.....	29
7.3	Advertising of Positions.....	29
7.4	Equal Opportunities.....	29
7.5	Probationary Period	30
7.6	Resignation/Termination of Employment.....	30
7.7	Disciplinary Procedures for employees	31
PART 8	LEAVE.....	31
8.1	Limitations of Leave Provisions	31
8.2	The Leave Year	31
8.3	Leave of Absence to Count as Days and Half-Days	31
8.4	Statutory and Institution Holidays	32
8.5	Annual Leave	32
8.6	Discretionary Leave	33
8.7	Provision and Calculation of Annual and Discretionary Leave	34
8.8	Annual and Discretionary Leave for Employees with Short Service.....	34
8.9	Casual Employees	35
8.10	Travelling Time for Leave Purposes.....	35
8.11	Special Leave without pay.....	36
8.12	Sick Leave	36
8.13	Leave for Sickness in the Home.....	37
8.14	Disregarded Sick Leave	37
8.15	Leave for Family Reasons.....	38
8.16	Bereavement/Tangihanga Leave	38
8.17	Parental Leave.....	39
8.18	Special Leave	41
8.19	Leave for Approved Statutory Authorities	42
8.20	Leave for Union Business	42
8.21	Jury/Witness Leave.....	42
PART 9	PROTECTION AND SAFETY PROVISIONS	43
9.1	Hearing Protection	43

9.2	Safety Glasses.....	44
9.3	Protective Clothing.....	44
9.4	Issue of Uniforms.....	45
9.5	Safety Footwear.....	45
9.6	Immunisation – Hepatitis B.....	45
9.7	Working Conditions of Employees.....	46
9.8	Indemnity.....	46
PART 10	PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS	46
PART 11	SURPLUS STAFFING PROVISIONS	47
11.1	Consultation.....	47
11.2	Intent.....	48
11.3	Definition.....	48
11.4	Notification.....	48
11.5	Options.....	48
11.6	Conditions applying to options.....	48
11.7	Rights of Employees Declared Surplus.....	51
11.8	Surplus Staffing in Relation to Sale Merger or Transfer.....	51
PART 12	MISCELLANEOUS	52
12.1	Inadvertent Omission.....	52
12.2	Accident Compensation.....	52
12.3	Union Information.....	53
12.4	Deduction of Union Fees.....	53
12.5	Union Meetings.....	53
12.6	Access to Premises.....	53
12.7	Branch Chair.....	54
12.8	Academic Freedom.....	54
	SCHEDULE A.....	55
	Salary Scale for Academic Staff.....	55
	SCHEDULE B.....	57
	Salary Scale and Progression Criteria for General Staff	57
	PROCEDURE FOR APPOINTMENT AND PROGRESSION OF GENERAL STAFF.....	58
	SCHEDULE C.....	63
	Promotion To and Within SASM Scale.....	63
	Appendix 1 67	
	SASM STEP LADDER 1 - 8.....	67
	SCHEDULE D.....	104
	SCHEDULE E.....	105
	FACTORS CHARACTERISING ASMS AND SENIOR ASMS.....	105
	SIGNATORIES	108

PART 1 PREAMBLE

1.1 This Collective Agreement

- (a) Is made pursuant to the Education Act 1989, the State Sector Act 1988 and the Employment Relations Act 2000.
- (b) Is known as the Aoraki Polytechnic Collective Agreement for Academic and General Staff.
- (c) Applies to academic staff and General staff (as applicable in each case), who fall within the coverage clause hereunder.
- (d) Contains minimum conditions which are common to all academic staff subject to the coverage clause, as well as other terms which apply to General staff falling within the coverage clause. Where the employer and an academic staff member, or a General Staff member, covered by this Collective Agreement have agreed to terms and conditions which exceed, and are not inconsistent with, those provided by this Collective Agreement, those terms and conditions will be recorded in writing to the employee.
- (e) Recognises the commitment of the parties to the principles of equality of employment opportunity and affirms the intention to identify and eliminate all impediments to the implementation of those principles.
- (f) All parties to this Agreement recognise that they have a shared interest in the efficient and effective operation of Aoraki Polytechnic and therefore undertake that this Agreement will be administered in accordance with its true intent and purpose and will give to each other the fullest co-operation to the end that quality education and training is maintained and enhanced, and that harmonious employer/employee relations are sustained.

1.2 Parties

- (a) Chief Executive Officer “the employer” on behalf of Aoraki Polytechnic (the “employer” or “Aoraki”).
- (b) The Tertiary Education Union, Te Hautu Kahurangi o Aotearoa (“TEU”)

1.3 Coverage

The conditions contained in this Collective Agreement will apply to:

- (a) Members of TEU who are academic staff members (as referred to in this clause) and those employees in their first 30 days of employment who are employed by Aoraki to teach and/or administer courses and/or programmes who may also be involved in other academic activities including research, consultancies, curriculum development and teacher development

These Academic staff may hold the following titles:

Academic Staff Member;
Senior Academic Staff Member;
Non Teaching Academic Staff Member;
Programme Leader;
Programme Co-ordinator;
Community Learning Facilitator;
Peer Tutors (or Student Learning support Worker)

Any other academic staff titles created by the employer during the life of this Agreement will be subject to negotiation and agreement between the TEU and the employer to assign to an appropriate point on the salary scale in Schedule A or to develop a new salary scale for the position/s.

- (b) All staff except those employed as third tier managers and above (excluding Team Leaders and teaching academic managers), who are employed by the employer and are members of TEU and general staff employees in their first 30 days of employment.

1.4 Term

This Collective Agreement shall be deemed to commence on 01 September 2015 and expire on 31 August 2016.

1.5 Variation of the Agreement

This Collective Agreement may be varied in writing during its term provided that any variation shall be negotiated with TEU and agreed between the parties.

1.6 Recognition of Union Authority

The employer recognises TEU as the representative of all employees who come within the coverage of this Collective Agreement and who are members of TEU.

1.7 Application of the Provisions of the Collective Agreement

The provisions of this Collective Agreement will apply to all employees as defined by the coverage clause, unless specified otherwise by the particular provision. The entitlements contained in the Collective Agreement will apply to all employees who hold proportional and part-time and/or hourly rate positions on a pro-rata basis.

The Agreement excludes staff appointed to positions of seniority as defined in section 74D of the State Sector Act 1988.

- (a) When a person is appointed to a position where the work to be done comes within the coverage clause of this Collective Agreement the employer will:

- (i) inform the employee that this Collective Agreement exists and covers the work to be done by the employee; and
 - (ii) give the employee a copy of the Collective Agreement; and
 - (iii) inform the employee that they may join TEU, which is a party to this Collective Agreement, and give to the employee an application form to join TEU; and
 - (iv) inform the employee how to contact TEU; and
 - (v) inform the employee that if the employee joins TEU, the employee will be bound by the Collective Agreement.
- (b) During the first 30 days of employment, the terms and conditions will be the terms and conditions of this Collective Agreement, and any additional terms and conditions mutually agreed which are not inconsistent with this Collective Agreement.
- (c) If the employee agrees, the employer will inform TEU within five working days that the employee has accepted employment with the employer.

1.8 Inadvertent Omission

Should there be any inadvertent omissions in this Collective Agreement, the parties agree that the parties covered will not be disadvantaged by such omissions.

PART 2 INTERPRETATION AND GENERAL DEFINITIONS

2.1 "Academic staff member" (employee) means any person employed in a teaching position and any person employed in a position, defined as a non-teaching academic position within the polytechnic.

A non-teaching academic staff member is defined as having less than 85 timetabled teaching hours per year but whose position draws substantively on the criteria listed in Schedule D.

For the purposes of this Collective Agreement academic staff member, or employee, is used to define staff employed under this Collective Agreement but recognises that other terms such as tutor and lecturer will be commonly used.

2.2 "Casual" positions refer to untenured positions paid on an hourly rate and worked on an irregular basis.

"Part-time General" means a general staff member who usually works less than 40 hours per week.

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

- 2.4 "Duty" is defined as all those matters in the annual workload including timetabled teaching, attendant duties, initial training, professional development time and statutory holidays.
- 2.5 "Directed Duty" 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.
- 2.6 "Duty day" 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. It is expected that a tutor will be on polytechnic premises or other approved premises for duty time.
- 2.7 "Employer" means the Chief Executive of the polytechnic.
- 2.8 "Polytechnic" has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer.
- 2.9 "Proportional" refers to a person employed for a specified fraction of full-time.
- 2.10 "Research" is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications and includes specified institutional policy.
- 2.11 "Service"
- (a) Means continuous service in the employment of any NZ polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Education Resource Centre.
 - (b) Plus any other relevant service as may be agreed between the employer and employee at the time of appointment.
 - (c) Continuous Service
 - (i) Continuous service as a teacher or educator in an operation which has since been absorbed into the polytechnic service is counted as continuous service for the purposes of "service".
 - (ii) "Continuous service" for the purposes outlined above includes all periods of paid leave and would not be broken by, but would not include all periods of:
 - approved leave without pay;
 - breaks of not more than three months between employment within the polytechnic service.
 - (d) Continuous part-time service for the polytechnic currently employing the staff member, shall be aggregated as fulltime equivalent service on a pro-rata basis.
- 2.12 "Teaching Day" means any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.

2.13 "Timetabled teaching hour" in relation to any employee or tutorial assistant means a period of one hour spent in timetabled class instruction and/or includes any timetabled hour of structured learning activity for which the employee is responsible.

2.14 "Tutorial Assistant" means a person employed to assist the learning process under the supervision and direction of an employee. The actual work performed by tutorial assistants will be those tasks the employee deems appropriate to delegate, provided that the day to day learning and teaching programmes, the assessment of students' learning outcomes, and any development of course and curriculum content, remain the responsibility of the Academic Staff Member.

2.15 "Community Learning Facilitators"

The work of a Community Learning Facilitator shall fall into the following categories:

- (a) Overseeing non-assessed, self paced learning.
- (b) Overseeing self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist. Where descriptive assessment is required an academic staff member shall oversee the process.
- (c) Self-paced learning with students working towards a National Certificate Qualification. Assessment will be administered by the Community Learning facilitator under the direction of an academic staff member.

No Community Learning Facilitator can design assessment programmes but they may contribute to the design of assessment activities. They do not design courses or programmes.

Facilitators	Senior Facilitators	Principal Facilitators
<ul style="list-style-type: none"> • Support learners/learning • Oversee non-assessed, self-paced learning • Oversee self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist. Where descriptive assessment is required an academic staff member shall oversee the process. • Self-paced learning with students working towards a National Certificate Qualification. Assessment will be administered by the Community Learning facilitator under the direction of an academic staff member. 	<ul style="list-style-type: none"> • Support learners/learning • Oversee non-assessed, self-paced learning • Oversee self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist. • Administer assessments • Mark / grade competency assessments • Provide advice and assist ASMs with e-learning/ electronic format assessment design 	<ul style="list-style-type: none"> • Support learners/learning • Oversee non-assessed, self-paced learning • Oversee self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist. Administer assessments • Design Assessment programmes supervised by ASM • Mark/grade competency assessments • Grade qualitative assessments in areas of expertise • Contribute to meeting pre and post assessment ,moderation requirements under supervision of ASM

2.16 “Peer Tutor (or Student learning Support Worker)” means an untenured, casual appointment employed on an as and when required basis through Access Aoraki to support individual students to meet the learning needs of their programme.

(For conditions of employment refer to clause 7.2)

PART 3 CAREER PROGRESSION AND REMUNERATION

3.1 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.

3.2 Salary Scales

- (a) Academic and General staff members covered by this Collective Agreement shall be paid the rates set out in Schedule A of this Collective Agreement for the duties for which they are engaged, and these rates reflect the following agreed increases:
 - (i) 1.5% increase in base salary, for the period from 1 September 2015
- (b) Existing anniversary dates for incremental progression will continue to apply.
- (c) It is agreed that the parties will continue to discuss the option of expressing remuneration as total remuneration and that the final outcome may be influenced by policy changes on KiwiSaver.

3.3 Starting Salaries

- (a) The employer shall apply a policy in respect of the determination of starting salaries for all employees covered by the Agreement. Such policy shall be reviewed periodically in consultation with representatives of the employee parties.
- (b) The appropriate ASM grade at time of appointment will be established following an assessment of a new employee's previous experience, qualifications, skills and attributes established in accordance with the policy established referred to in (a) above.
- (c) Where the employer deems it necessary to appoint an employee at a rate of salary higher than that initially assessed the difference between the actual salary paid and the assessed base salary on the ASM grade shall be met by way of an allowance.

This allowance may be abated by any subsequent salary increases (including incremental progression and promotion).

3.4 Proportional ASMs

Salary shall be paid on a proportional basis which will be arrived at by the following calculation:

Fulltime salary rate x the predetermined proportion of a fulltime position as specified in the position description and confirmed in the letter of appointment.

That where a proportional staff member of less than 0.8 FTE undertakes additional work the proportion will alter, this may be by way of an annual payment at the academic year end.

3.5 Casual

- (a) Casual employees shall be paid rates set out in Schedule A of this Agreement for every hour of work for which they have been employed, provided that when an hour of work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour.
- (b) In determining the amount of additional paid work to be credited for each teaching hour, the employer shall maintain an equitable workload which reflects that of fulltime employees undertaking the same or similar teaching duties.

3.6 Increments

- (a) Subject to sub clause (b) an ASM shall on completion of each year of service on a step of a grade be paid a salary for the next higher step of that grade until Step 8 is reached.
- (b) A staff member who wishes to progress to Step 9 of the ASM scale must meet all the criteria of the soft bar as specified in Schedule D.
- (c) Movement from Step 9 to Step 11 is based on annual increment.
- (d) The employer may decline to pay an increment in salary to any ASM whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the employee concerned of the decision and the reasons for it.
- (e) Within the Senior ASM grade increments are as determined by the SASM Review panel.

3.7 Double Increments

A double increment may be approved by the employer in recognition of the need to provide for:

- (a) recognition of meritorious professional performance;
- (b) equitable salary relativities within the polytechnic;
- (c) retention.

3.8 Progression within the Senior ASM Grade

Progression within the Senior ASM grade beyond the requirements specified in clause 3.6(c) shall be upon verification of significant professional practice through

an annual review and shall be subject to CEO approval. Such approval is in accordance with the CEO's rights and responsibilities as articulated in the State Sector Act 1988. Significant professional practice shall be verified in accordance with a policy which incorporates the Senior ASM criteria contained in Schedule C.

3.9 Progression between Grades

Progression between grades shall be by regrading:

- (a) to SASM on verification of the attainment and application of appropriate key skills and attributes as set out in Schedule D. Policies and procedures to establish whether an employee fulfils the requirements of this sub clause shall be developed by the Career Progression and Remuneration implementation Working Party;
- (b) beyond the maximum as detailed in clause 3.13 (b);
- (c) movement from ASM to SASM will be based on the criteria set out in Schedule C.

3.10 Appeal Rights

An employee who is not satisfied with the outcome of his/her application in terms of clauses 3.6, 3.7, 3.8, 3.9 may lodge an appeal with the employer for reconsideration within 15 working days of the decision being communicated in writing. The employer shall ensure an independent (internal or external) review is carried out within three months of the appeal being lodged.

3.11 Appointment to New Grade

Nothing in clauses 3.6(a), 3.7 and 3.9 shall prevent an employee from applying for a new position in a higher grade.

3.12 Acting in a Higher Position

An employee who relieves for another employee holding a position for which a higher salary is payable shall be paid for the period he/she performs the extra duties, at a rate to be agreed with the employer.

Leave accrued during the period in which the employee performs these higher duties will be paid at the higher salary rate.

The amount of the adjustment shall be agreed and recorded prior to the additional duties being undertaken.

3.13 Higher Salaries

- (a) Nothing in this Agreement shall preclude the employer from paying salaries in excess of those prescribed in Schedule A.

- (b) Appointment or advancement beyond SASM maximum will normally be by appointment to a specified position which recognises a high level of qualification and/or experience demonstrating outstanding teaching at an advanced level, or high levels of educational/academic leadership, or which involves advanced scholarly research/consultancy.

3.14 Special Responsibilities Allowance

- (a) An employee who is required by the employer to undertake special responsibilities, which are over and above that normally expected of an academic staff member (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than at the rate of \$1,000 per annum and no more than 20% of the employee's base salary.
- (b) The following conditions shall apply:
 - (i) The granting of the allowance by the employer shall be communicated to the employee in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.
 - (ii) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by the employer by giving one month's notice in writing.

3.15 Salary Progression for Community Learning Facilitators

Facilitators and Senior Facilitator and Principal Facilitators shall be appointed on scales as set out in Schedule A. Progress shall be by automatic increment as per the usual procedures for automatic increments as described in clause 3.4.

3.16 Establishment of SASM Review Panel

A SASM Review Panel will be established in accordance with this clause. The composition, role and operating guidelines for the Panel shall be as set out in Schedule C.

3.17 Salary Profile within the Polytechnic

A profile of salaries paid to all employees in terms of this CA is to be made available to TEU annually. The profile will list salaries paid to employees by paid rate, by gender and by length of employment. Other information on salary profiles will not be unreasonably withheld. Where necessary, to protect individual privacy, information may be supplied in such a manner as prevents identification of an individual.

3.18 Payment of Salary

Pay periods

- (a) The salaries of employees shall be paid fortnightly.

- (b) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate.
- (c) Payment shall be made by lodgement to an employee's current bank account.
- (d) Payment for the holiday periods may combine more than one pay period.
- (e) Payment for additional work over and above that for which the employee has been employed must be agreed between the employee and the polytechnic prior to the commencement of that work.

Entitlement to payment

Employees other than part-time employees 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, an employee who completes the normal full working week shall receive payment for the Saturday, Sunday and all statutory holidays immediately following.
- (c) Annual and discretionary leave due on resignation or retirement shall be payable as follows:
 - (i) An employee who resigns at the end of the polytechnic year shall receive payment up to the end of any period of leave due.
 - (ii) An employee who resigns during the year shall receive payment in accordance with clause 8.8 of this Agreement.

PART 4 ALLOWANCES, EXPENSES AND GRANTS

4.1 Employment Related Expenses

- (a) The parties agree that employees should not have to incur personal costs as a result of the requirements of the employer under the circumstances described in this part of this Agreement.
- (b) The employer shall apply the provisions outlined below in accordance with institutional procedures.

4.2 Reimbursement for Travel

An employee required to travel in New Zealand on Aoraki Polytechnic business or approved professional development activities should not incur personal expenses as a result of activities relating to this duty and the parties agree to the following reimbursements:

- (a) Approved actual and reasonable accommodation and travel on proof of payment.
- (b) Actual and reasonable meal and incidental expenses up to \$85.84 with effect from 01 September 2015.
- (c) Incidental expenses up to \$47.83 with effect from 01 September 2015
- (d) Where practicable receipts for incidental expenses shall be provided. Attestation shall be an acceptable alternative.
- (e) An employee who is on duty away from home for more than two weeks shall be entitled to one return trip home on every second weekend. Costs for returning home at intervening weekends will be met up to the level it would have cost to keep the employee over the weekend.

4.3 Meal Allowances

When an employee's required hours of duty span two meal breaks the employee shall be paid one meal allowance of \$15.75 with effect from 01 September 2015. The standard meal breaks shall be breakfast, lunch and dinner.

4.4 Tea Allowance

The employer shall provide free morning and afternoon tea to employees.

4.5 Transport Allowances

- (a) A motor vehicle allowance paid at the rate as specified by the IRD shall be reimbursed to employees required to use their own vehicle for official business with the prior approval of the employer. Official business is defined as approved activities directly related to the polytechnic's educational programme and/or administrative requirements.
- (b) Employees shall cover the cost of their own travel to and from the work base each day provided that where the work base may vary from time to time, the employer shall pay the difference between home and fixed base and home and variable base, in accord with and as defined by polytechnic policy.
- (c) Where an employee's hours of duty commence before or finish after normal public transport operation times, the employee shall be paid transport assistance as follows:
 - (i) Employees must live or work within an area served by a public transport system, provided that the distance between home and the recognised place of work is more than two kilometres.

Shortest Distance between employee's home and place of work (one way)	Allowance for return trip	
		From 01/09/2015 1.5%
		\$
Km		
2-4		1.67
4-6		2.43
6-8		3.29
8-10		4.03
10-12		4.90
12-14		5.67
14-16		6.47
16+		6.89

- (ii) Employees who live outside the boundary limits but who travel to work inside the boundary shall be treated in the same way as employees who live right on the boundary, ie:
 1. Payment may only be made for travel within the transport system boundaries.
 2. The same rules on unavailability of transport services to the boundary apply.
- (iii) Where the allowance is approved it shall be payable whether or not the employee's own vehicle is used.
- (iv) Where the transport is approved it shall be payable for a return trip even though public transport may be available one way.
- (v) No allowance shall be paid when public transport is available and enables employees to arrive at work, or leave work, within 30 minutes before the time they are required to commence duty or within 30 minutes after the time they finish duty.
- (vi) No allowance shall be payable where the shortest distance between home and place of work is two kilometres or less.

4.6 Relocation Expenses

- (a) Relocation expenses shall be paid when an employee's normal place of work, within the polytechnic, is moved to a location out of the local area and the employee elects to relocate within 12 months of the change in workplace.
- (b) Employees shall be paid actual and reasonable costs of relocation, such costs to include:
 - (i) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
 - (ii) packaging, freight and storage of furniture and personal effects;

- (iii) travel costs for the employee's immediate family and other dependent members of the household;
 - (iv) legal fees and land agent's commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
 - (v) any penalty attached to the early repayment of the mortgage.
- (c) Where relocation expenses are paid the maximum payment shall be \$25,000.
- (d) In any case other than that specified in sub clause (a) a payment towards relocation expenses may be made by agreement at the time of making the appointment.

4.7 Reimbursements

Reimbursement shall be made in full upon application to the employer according to the following provisions:

- (a) Subscriptions to professional associations where membership is mandatory.
- (b) Reimbursement shall be made to proportional and fulltime employees for the cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the employee has been employed, or to maintain membership of a recognised professional association in terms of sub clause (a) of this clause.
- (c) Expenses incurred in attendance at courses or conferences required by the employer. Reimbursement shall be for actual and reasonable expenses for travel and the daily travelling allowances set out in clauses 4.2 and 4.5 of this Agreement shall be paid.
- (d) Transport of students because of sickness or other exceptional circumstances.
- (e) Travelling away from the polytechnic on polytechnic business and curriculum activities.
- (f) Loss or damage to personal property or clothing in the course of duty, provided that this is not the result of the employee's negligence or misconduct, and provided that, where appropriate, payment may be less than replacement cost.
- (g) Expenses incurred attending courses at regional tutor training units or other employer approved training venues in accordance with the following limits:
 - (i) one return fare from their home; together with travel costs to return home at weekends, met up to the level it would have cost to keep the employee at the course centre over the weekend;

- (ii) in addition, an employee with dependants is entitled to one visit home per month at official expense;
 - (iii) accommodation, meal and incidental expenses; and
 - (iv) travel expenses for observation and other visits.
- (h) Expenses incurred in attendance at approved meetings outside the normal hours of duty which may be required of an employee.
- (i) Temporary relocation of employees
In special circumstances e.g. rebuilding of a polytechnic, where the work location of staff is temporarily relocated, employees may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport.
- (j) Expenses incurred in caring for dependants
When an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where the situation is such that the employee cannot make alternative arrangements for the care of her/his dependants without incurring extra expenses.

4.8 Compassionate Grant on Death of Employee

- (a) In the event of the death of an employee while employed in a tenured position in the polytechnic, including employment during any probationary period, there shall, with the approval of the employer, be paid to the employee's estate, an amount calculated as follows:
 - (i) In the case of an employee with 10 years' and under 20 years' service, a sum equal to one-twelfth of the annual salary computed at the total rate payable to the employee at the time of her/his death;
 - (ii) In the case of an employee with 20 years' service or more, a sum equal to one-eighth of the annual salary computed at the total rate payable to the employee at the time of her/his death.

PART 5 WORKLOAD

5.1 Intent

The employer will ensure that all employees are allocated a workload that is equitable, reasonable and safe and which has regard to the 'outside of work' commitments of employees.

The parties acknowledge that academic staff shall work such hours as may be reasonably required of them to properly and professionally fulfil their duties and responsibilities to an equivalence of 37.5 hours per week (excluding annual leave and statutory holidays), at times as specified in this part which may be outside a normal workday Monday to Friday.

An allocation of duties will be negotiated for each employee having regard for the workload parameters detailed in this part of the Agreement, which are designed to enhance quality teaching.

5.2 Annual Workload

The employee's annual workplan shall specify the teaching and other duty commitments which shall fall within the following parameters:

The standard annual workload shall be 1700 duty hours (encompassing timetabled teaching, attendant duties, training for new staff and professional development time).

5.3 Annual Workplan

- (a) The employer shall allocate annual workload within the parameters defined in this Collective Agreement through the preparation of an annual workplan by the employer and the employee.
- (b) The annual workplan spans 47, five day weeks = 235 days - quantified as:
 - (i) 43 weeks (215 days) in which directed duty, teaching, professional development time and statutory holidays will occur;
 - (ii) four weeks (20 days) in which discretionary leave will occur.
- (c) Factors to be considered during preparation of the annual workplan
In preparing the annual workplan the employer and the employee shall recognise and have regard for:
 - (i) the scheduled duties and responsibilities required of the employee, and the times at which these duties must be carried out;
 - (ii) those activities of the employee which are part of the employee's work but which fall outside the scheduled duties, including professional development activities and initial training;
 - (iii) the annual and any other leave entitlements (including discretionary leave) of the employee;
 - (iv) the need to maintain an equitable, reasonable and safe workload for the employee by having due regard for the hours of work parameters which are agreed between the parties as being desirable to enhance quality teaching.
- (d) **E-Learning and Flexible Delivery**
 - (i) It is recognised that e-learning and flexible delivery brings different workload demands that need to be taken into account in the allocation of workload.
 - (ii) Those e-learning or other flexible delivery methods will not alter the fundamental role of academic staff in relation to development, delivery and assessment of programmes.
 - (iii) Those e-learning and other delivery methods are subject to all the academic process of the institution
 - (iv) It is recognised that staff have different strengths in respect of teaching styles and methods of delivery.

- (e) **Timing of Annual Workload Allocation**
Annual workload for any year shall be allocated prior to the conclusion of the previous working year, and if possible, no later than the first week of December. However annual workloads may be adjusted, within the agreed maximum, outside these desirable timeframes due to factors such as unexpected staffing and programme changes and in accordance with clause 5.4.
- (f) **Changes to Allocated Workload**
Periodically the allocated workload will be reviewed as part of the formative appraisal process. Where changes to allocated workload are required by the employer during the course of the year, this will be by re-allocation of workload within the workload factors identified in Part 5 and the work parameters contained in that Part. Such changes must be within the area of professional competence and expertise of the employee and reasonable notice of the changes shall be given.
- (g) **Workload Factors**
- (i) In arriving at a safe, equitable and reasonable annual workload all relevant workload factors will be taken into account. These may include:
 - (i) class size
 - (ii) course development requirements
 - (iii) assessment requirements
 - (iv) student support requirements
 - (v) other specific demands of the teaching programme
 - (vi) experience and skill level of the employee
 - (vii) particular requirements related to open/distance learning
 - (viii) cultural requirements of Charter obligations
 - (ix) EEdO/EEO obligations of the organisation
 - (x) the need for breaks from timetabled teaching throughout the year
 - (xi) participation in research projects as appropriate
 - (xii) requirement to be on duty outside of normal hours for example noho marae and field trips.
 - (ii) As well as attendant duties including:
 - (i) preparation for lessons
 - (ii) routine administration and participation in institute processes
 - (iii) student assessment
 - (iv) ordinary student pastoral care and assistance
 - (v) routine updating of courses and material
 - (vi) contribution to day-to-day maintenance of teaching areas
 - (vii) maintaining skills and professional currency.
- (h) **Workload Mediation**
Where the employer delegates authority for workplan preparation, mediation procedures shall be available in the event of any disagreement between the employee and the delegated authority.

Should mediation fail to resolve the disagreement the matter will be referred to the employer for discussion.

5.4 Work Parameters

The maximum available duty days are 204.

The maximum timetabled teaching hours annually are 850.

The maximum timetabled teaching hours over a four-week period are 105.

The maximum teaching days are 185.

The maximum daily duty hours are 10.

The standard daily hours are 7.5.

The standard weekly hours are 37.5.

Normal maximum weekly directed duty hours are 34.

The maximum TTH for an employee with less than one year of fulltime teaching experience shall be 765.

Any employee who has less than one year of fulltime teaching experience shall have their annual workplan agreed taking into account their individual induction and training needs.

The annual TTH maximum for an employee shall be reduced by 4.5 hours for every statutory holiday which falls within the teaching year or other approved leave taken other than annual or discretionary leave.

The maximum number of teaching days in a year for an employee shall be reduced by one day each time the employee is on approved leave other than annual leave or discretionary leave.

Where an employee's associated workload increases as a result of supervising or directing a tutorial assistant the maximum timetabled teaching hours shall be reduced by an amount determined by the employer and which is consistent with the employee's workload being maintained at an equitable and reasonable level.

Duty hours may by agreement with the employee's Head of Faculty, be performed off campus or on campus.

5.5 Weekly Duty Hours

- (a) An employee may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive provided that an employee may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.
- (b) Notwithstanding clause 5.5(a) an employee may be required to undertake duty on a third night in any week up to nine times each academic year provided that this shall occur only if exceptional circumstances require it.

- (c) Notwithstanding clauses (a) and (b) where programmes with exceptional timing factors cannot be accommodated by the duty hours parameters in clause (a) alternative arrangements for these programmes may be implemented with the agreement of the parties.
- (d) An employee may consent to work outside the hours prescribed in (a) and (b) above. Such consent shall not be withdrawn during the relevant programme of work.
- (e) Weekends will be worked by mutual agreement provided that this shall occur only if exceptional circumstances exist.
- (f) An employee shall not undertake directed duty on more than five consecutive days.

5.6 Daily Duty Hours

- (a) Subject to sub clauses (b) and (c) of this clause, an employee shall be on duty for no more than 8 hours in any one day.
- (b) An employee shall 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) An employee shall not be required to undertake duty within 11 hours of completing duty on the previous day.

5.7 Travelling Time to Count Towards Duty Hours

- (a) Where an employee travels off campus time spent travelling shall be counted as directed duty hours.
- (b) Where an employee is required to take overnight accommodation and during that time the employee undertakes pastoral or other duties, time spent on these duties shall be counted as directed duty time.

5.8 Tutorial Assistants

- (a) No tutorial assistant shall be required to undertake timetabled teaching as defined in clause 2.13 for more than 1,000 hours per year.
- (b) The annual TTH maximum for a tutorial assistant shall be reduced by 5.5 hours per day for every statutory holiday which falls within the teaching year, or other approved leave taken other than annual or discretionary leave

5.9 Employees with a Special Responsibility Allowance

Where an employee who is in receipt of a special responsibility allowance as defined in clause 3.14 has increased workload directly related to the special

responsibilities undertaken under that clause, the maximum timetabled teaching hours shall be reduced by an amount determined by the employer and which is consistent with the employee's workload being maintained at an equitable and reasonable level.

5.10 Proportional Academic Staff Members including Proportional Tutorial Assistants

- (a) The maximum duty hours for a proportional employee shall be a predetermined proportion, not more than 0.8 of the maximum duty hours for a fulltime employee plus the timetabled teaching hours maximum for the proportional position shall be a predetermined proportion of the fulltime maximum teaching hours of a fulltime employee carrying out the same functions and responsibilities.
- (b) Notwithstanding sub clause (a) above a proportional employee may consent to work as a fulltime employee for a proportion of the year not exceeding the predetermined proportion, specified in the advertisement, of the available duty days; provided that if the employee's employment is prematurely terminated payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

5.11 Health Sciences Clinical Teaching Duties

Notwithstanding clause 5.5 of this Agreement employees engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8:00am and 5:00pm in any year.

5.12 Non Teaching Academic Staff

- (a) A non-teaching academic staff member 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 academic staff member will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties having due regard for the operational requirements of the polytechnic.

5.13 Employees Teaching on Degree Courses

Intent

In principle the terms and conditions of this Agreement shall apply to employees who teach primarily on courses leading to degrees and whose duties include research. However the parties acknowledge that conditions of employment may need to be developed to effect appropriate professional practice of employees teaching degree courses. The parties agree this review will be undertaken prior to the introduction of any degree courses at the polytechnic.

GENERAL STAFF

5.14 Hours of Work

- (a) The normal hours of work are 40 hours per week (eight hours per day) to be worked between 7.00am and 9.00pm, Monday to Friday, or hours otherwise agreed in accordance with sub clause 5.6(b).
 - (i) Employees employed pursuant to the terms of this Agreement shall not have their existing hours of work altered other than by agreement between the parties.
- (b) **Varying the Normal Work Hours**
Both parties recognise that, from time to time, there will be a need to create positions with a regular requirement to work outside the normal hours of work specified in sub clause 5.5(a).
 - (i) Where there is a demonstrated need to employ staff, employed under the terms and conditions of this Agreement, outside of the normal hours specified in sub clause 5.5(a) Aoraki Polytechnic will develop a written proposal to be discussed with TEU at an early stage. Such a proposal may be for groups of staff or individual staff. The proposal will be sent to the Organiser of TEU who will discuss the proposal with appropriate representatives of the Branch Executive. TEU commits, where possible, to return a written response within ten working days. Agreement to the proposal will not be unreasonably withheld.
- (c) All employees will be allowed a rest period of ten minutes duration in the morning and afternoon and in the evening.

PART 6 TRAINING AND PROFESSIONAL DEVELOPMENT

6.1 Intent

The following provisions recognise the obligations of employees to maintain and enhance their competencies both in their teaching area and as educators and the responsibility of the employer to ensure that employees receive timely and appropriate training and opportunities for professional development.

6.2 Training

- (a) Every newly appointed employee shall undergo recognised training which may be for up to 12 weeks provided that employees with appropriate prior training or experience may have this recognised as fulfilling all or part of the requirements of this clause.
- (b) Appropriate training opportunities for limited tenure employees shall be provided having regard for the length of their appointments.

- (c) Up to three weeks of discretionary leave may be used by employees for initial training in each of the first two years of an employee's appointment, provided that an employee may not be required to use discretionary leave for training if the employee has already had prior training or experience recognised for clause (a) above.
- (d) Employees in each of their first two years of employment in the polytechnic may be required to use up to five days (or equivalent by consent) of professional development time in meeting the requirements for academic staff training set out above.

6.3 Teaching Qualifications

- (a) In addition to any other clause in this agreement, the parties agree that new academic staff will have a minimum of Level 5 Adult Teaching Qualification within three years of their appointment. The parties further agree that the Bachelor of Teaching and the Diploma of Teaching or their equivalent, will be deemed as equating to a Level 5 Teaching Qualification provided the employee has previously been registered as a teacher.

6.4 Professional Development

Academic Staff

- (a) Employees shall be allocated ten duty days for professional development activities in each full year for which they are employed reduced on a pro-rata basis for periods of employment of less than a full year, subject to:
 - (i) the submission by the employee of a proposed programme of development activities which accounts for this time or its equivalent;
 - (ii) the approval of the employer for such programmes, but approval shall not be unreasonably withheld;
 - (iii) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to the polytechnic's operational requirements.
 - (iv) where an employee undertakes approved professional development in their own time for the equivalent of the allocated duty days, they shall use the allocated days at their discretion provided the provisions of (iii) apply.
- (b) Provided that the requirements of sub clause (a)(iii) of this clause are met the following activities shall be approved as part of a programme:
 - (i) attending staff development or training programmes sponsored or run by the polytechnic or TEU;
 - (ii) attending work related conferences;
 - (iii) undertaking work related study of not less than two weeks.
- (c) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted,

the employee may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

- (d) Employers may allocate a grant-in-aid towards expenses.
- (e) Professional development days may be accumulated according to any conditions which may be agreed between the employer and the employee.
- (f) The employer recognises the unique and important role that tribal hui or significant Māori hui play in the professional development of Māori employees. In recognising this, all Māori staff will be entitled to attend hui that enhance their professional development.
- (g) The employer may direct one week of Professional Development time for academic staff each year to be spent maintaining industry currency.

General Staff

- (a) Each general staff member will be allocated five days professional development leave per year, reduced on a pro-rata basis for periods of employment of less than a full year.
- (b) Community Learning Facilitators shall be allocated 10 duty days for professional development activities in each full year for which they are employed reduced on a pro-rata basis for periods of employment of less than a full year.

PART 7 APPOINTMENTS

7.1 Categories of Appointment

- (a) Academic staff members, tutorial assistants and general staff may be appointed according to the categories set out in clauses 7.1(b) to 7.1(d).
- (b) On a tenured basis as follows:
 - (i) Fulltime
 - (ii) Proportional for not more than 0.8 of a full time position for academic staff.
 - (iii) General staff – part-time for specified hours
- (c) (i) On a limited tenure basis as follows:
 - 1) fulltime for a specified period of time;
 - 2) proportional, for not more than 0.8 of a fulltime position, for a specified period of time for academic staff.
 - 3) General staff – part-time for specified hours
- (ii) Where a limited tenure appointment is made for the purpose of teaching a full year's programme, that appointment shall be for a period of not less than 12 months.

Where a limited tenure appointment is for less than 12 months, a minimum of three weeks shall be included in the term of appointment. This additional duty time shall be provided before the beginning and after the finish of teaching and shall be apportioned to meet the nature of the appointment.

Where an employee is to be employed on consecutive semesters the fixed term shall be continuous over the semester.

This clause shall apply to work planned at the time of entering into the employment agreement.

(iii) Limited tenure appointments made under the conditions below will not as such imply any expectation of ongoing employment. These conditions should be read in conjunction with clause 11.2:

- 1) to fill a vacancy occasioned by the resignation, retirement or death of a tenured employee pending the advertisement and subsequent appointment of a replacement employee;
- 2) to relieve for a tenured employee on approved leave;
- 3) to trial new courses for a period not exceeding two years;
- 4) to undertake specific and finite projects or tasks for a period not exceeding two years.

(d) Consistent with the good employer obligations of the State Sector Act 1988, the employer shall develop, in consultation with the other parties to this Agreement, policies relating to conditions for casual employees including:

- 1) equitable, reasonable and safe workloads
- 2) expectations on accepting employment
- 3) career structure
- 4) accommodation
- 5) staff training provisions
- 6) salary review provisions
- 7) salary assessment procedures
- 8) determination of salary loading.

(e) Non-teaching academic staff will be employed on the following terms and conditions:

- (i) That they may be asked to work weekends and more than two nights per week.
- (ii) That their annual work span will be 47 five day weeks = 235 days in which directed duty, teaching, professional development and statutory holidays will occur.
- (iii) That the maximum number of duty days are, 224 maximum weekly directed duty hours are 37.5.

This clause does not apply to any employee, employed on or before 30 August 2002.

7.2 Tutorial Assistants

- (a) Unless otherwise specified, the terms and conditions contained in this Agreement shall apply to tutorial assistants.
- (b) No existing staff members shall be displaced by the appointment of a tutorial assistant.

7.3 Advertising of Positions

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised nationally in an appropriate manner in accordance with the requirements of Sections 77G and 77H of the State Sector Act 1988.

- (b) Other positions

Where the proportionality of a position is altered by agreement between the employer and the employee the incumbent will have automatic right to the position provided that if initiated by the employer the local branch of TEU will be notified.

- (c) If the re-designation occurs as a result of surplus staffing the provisions of Part 11 will apply.
- (d) Notwithstanding clause 7.3(a) above where the status of a position is altered from non-tenured to permanent and the position is substantially the same as those being performed by a number of non-tenured incumbents, the position need only be advertised internally.
- (e) Where a position is made permanent and it is intended to appoint the incumbent the employer need not advertise the position but should notify the local branch of TEU.

7.4 Equal Opportunities

- (a) The employer shall appoint staff in accordance with an equal employment opportunities programme. For the purposes of this Agreement an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies and procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect of the employment of any persons or group of persons on the basis of their gender, race, colour, ethnic or national origin, sexual orientation, marital status, family responsibilities, religion, disability or age.
- (b) The employer shall notify the local branch of TEU when intending to develop an equal employment opportunities programme as required by section 80 2(a) of the State Sector Act 1988.

- (c) The union shall be involved in the process of developing, implementing and monitoring the equal employment opportunities programme.

7.5 Probationary Period

- (a) Every employee appointed for the first time to a tenured position shall commence serving a probationary period of two years.
- (b) All requirements of probation may apply to limited tenure employees in accordance with the polytechnic's policies and procedures.
- (c) Notwithstanding sub clause (a) the employer may reduce the probationary period.
- (d) For the purposes of sub clause (a) above continuous service as a limited tenure employee at a polytechnic for not less than three months nor more than six months immediately prior to the appointment may be credited toward the probationary period.
- (e) The employer shall give the employee a written report on her/his performance as an employee at the end of the first six months and at the completion of the first year of the probationary period (excluding any period of service credited to the probationary period under sub clause (d) above).
- (f) Notwithstanding (e) above, the employer may provide written reports at any other time within the probationary period but must provide a probation report prior to the completion of the probationary period.

7.6 Resignation/Termination of Employment

- (a) Employees other than those appointed on a limited tenure or casual basis or those on probation shall be given two months' notice of termination of employment.
- (b) The employment of an employee on a limited tenure or part-time basis may be terminated with two weeks' written notice by either party.
- (c) In addition to the provision of (b) above, the employment of an employee employed on a limited tenure basis may be terminated at the end of the specified period of employment.
- (d) Nothing in this clause shall remove from the employer her/his obligation to observe the principles set out in clause 7.7 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- (e) Notwithstanding the above any employee may be summarily dismissed for serious misconduct.

- (f) An employee appointed to a tenured position shall give at least two months' written notice of resignation or such shorter time as agreed between the employer and employee.

7.7 Disciplinary Procedures for employees

- (a) Principles to be observed

In any disciplinary action the following principles shall be observed:

- 1) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond;
- 2) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
- 3) The response of the employee must be considered before a decision is made;
- 4) The employee must, if appropriate in all of the circumstances, be advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues;
- 5) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen;

The employee must be advised by the employer of their right to request union assistance.

- (b) Suspension of an employee

Nothing in this clause prevents the suspension with or without pay, temporary placement on other duties, or dismissal without notice, in the case of serious misconduct. Where an employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which she/he was suspended and be reimbursed for any loss of pay.

PART 8 LEAVE

8.1 Limitations of Leave Provisions

The following leave provisions do not apply to part-time employees and shall be limited as specifically provided in other cases.

8.2 The Leave Year

For the purpose of calculating leave, the leave year shall be 01 February to 31 January.

8.3 Leave of Absence to Count as Days and Half-Days

For any employees in the polytechnic, absence for any session (being a morning, afternoon or evening session) in one day shall count as absence for

one half-day but absence for two or more sessions in one day shall count as absence for one day.

8.4 Statutory and Institution Holidays

The following days shall be observed as whole holidays, in addition to annual leave and discretionary leave:

- New Year's Day
- The day after New Year's Day
- Waitangi Day (when this day falls on a day when the polytechnic would normally be open)
- Good Friday
- Easter Monday
- Easter Tuesday (Institution holiday)
- Anzac Day (when this day falls on a day when the polytechnic would normally be open)
- The Sovereign's birthday observance
- Labour Day (the fourth Monday in October)
- The day appointed for the observance of the anniversary day of the province
- Christmas Day
- Boxing Day
- The day after Boxing Day (General Staff only)

Where Waitangi Day and ANZAC day fall on a Saturday or a Sunday the following Monday will be observed as a Statutory Day.

8.5 Annual Leave

ASMs and Community Learning Facilitators shall be entitled to take five weeks of annual leave each year.

- (a) Employees are entitled to not less than four weeks of annual leave in one block. Any statutory holidays which fall within that four week block may constitute part of the four week block but will not be forfeit as part of any statutory leave entitlement.
- (b) The remainder shall be taken in periods of not less than one day at a time.
- (c) An employee's accrued annual leave will be reduced as follows:
 - (i) on the last pay period in February in any year a maximum of 10 days. Annual Leave may be carried forward.

A written application must be made to the Senior Manager to seek an exemption from the above. Exceptions to the above rule will be made when:

- (i) There is a specific identified need to accumulate leave; and
- (ii) An application for leave has been made and declined due to the operational requirements of the polytechnic and no alternative dates were identified.

- (d) Within the above constraints the timing of annual leave shall be fixed having regard to the operational requirements of the polytechnic, provided that such timing shall not prevent the employee taking the leave entitlement in the current leave year.
- (e) Employees may apply for approval to carry forward leave of up to 10 working days, for up to one year.

(f) **General Staff**

With the exception of casual/part-time staff employed for less than a year, general staff with less than or equal to five years service shall be entitled to four weeks annual leave. General staff employed for less than a year on a casual or part-time basis shall receive four weeks leave paid fortnightly at 8% from 01 April 2007 of their total earnings.

- (g) After the completion of five years service, general staff shall be entitled to five weeks annual leave.
- (h) Leave carried forward

Staff members may apply for approval to carry forward leave of up to 10 working days, for up to one year.

8.6 Discretionary Leave

- (a) Each ASM shall be entitled to four weeks per leave year which shall be used at the employee's discretion, and shall not be duty with the following exceptions:
 - (i) Up to three weeks for initial training as provided in Part 6 of this Agreement;
 - (ii) Any employee who is identified by the polytechnic's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards, may be required to use employee discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.
- (b) Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic.
- (c) **Discretionary Leave Exchange**
 - (i) The employer and the employee may agree to exchange or convert the quantum of discretionary leave either in full (i.e. four weeks per leave year) or in part (but not less than one week). The employee will be advised of his/her right to seek advice from TEU prior to any agreement. No employee will be required to exchange or convert his or her discretionary leave.

- (ii) Any exchange of leave can only be made to meet specific purposes such as taking on an additional role or in order to carry out specific responsibilities such as the development of new courses, programmes or materials.

On expiry of the agreed term the employee's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new agreement is signed

- (iii) Where discretionary leave is exchanged for salary the employee shall be compensated at the rate of 2% of salary for each week exchanged.
- (iv) The exchange or conversion of discretionary leave does not affect the workload provisions relating to teaching days or teaching hours.
- (v) The exchange or conversion of discretionary leave shall only have application to the employee who has agreed in writing to the agreed terms.
- (vi) Should discretionary leave be exchanged for an employee at the commencement of his or her employment, such exchange shall not remove the requirements relating to professional development for a permanent employee without significant prior teaching experience. In the case of such an employee not demonstrating the required capabilities through an appropriate Recognition of Prior Learning (RPL) process, the employer shall make available to the employee the time necessary (up to 12 weeks) in order to undertake the professional development required. In such circumstances the employer shall make the time required for professional development available to the employee by sufficient reduction of TTH.

8.7 Provision and Calculation of Annual and Discretionary Leave

- (a) Each complete week of leave taken shall be recorded as five days' leave. The period commences on the first working day of absence and ends on the last working day of absence.
- (b) Discretionary leave and annual leave may be continuous and wherever practicable each employee shall be provided with a leave timetable by 31 March each year.

8.8 Annual and Discretionary Leave for Employees with Short Service

- (a) Combined leave for employees who have less than 12 months' full service in any one year, as a result of a late start, or an early finish or a

period of leave without pay of more than five working days, shall be granted as 0.21 of the period worked, less any leave used during the year.

- (b) Notwithstanding sub clause (a) of this clause, where employees are entitled to annual leave only or reduced discretionary leave, and they have less than 12 months' full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:

Five weeks' leave entitlement = 0.11 of the period worked less any leave taken

Six weeks' leave entitlement = 0.14 of the period worked less any leave taken

Seven weeks' leave entitlement = 0.16 of the period worked less any leave taken

Eight weeks' leave entitlement = 0.18 of the period worked less any leave taken

- (c) Employees with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.
- (d) Employees with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between the one year and the next and any other period when the polytechnic closes completely, even though the normal entitlement is insufficient to cover these periods.

8.9 Casual Employees

Holiday pay for casual employees will be paid in accordance with the Holidays Act, 2003. Payment for statutory holidays shall be made only if the employee would have worked the day in question as part of their normal timetable.

8.10 Travelling Time for Leave Purposes

Where specifically provided in this Agreement, travelling time with pay for a period of up to seven days (exclusive of public holidays) shall be granted, subject to the following conditions:

- (a) Leave for travelling can only be granted if the employee is required to travel when the polytechnic is open;
- (b) The quickest and most direct means of travel must be used;
- (c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

8.11 Special Leave without pay

Except as specified elsewhere in this Agreement special leave without pay, not exceeding two years, may be granted to an employee by the employer.

8.12 Sick Leave

ASMs

- (a) An employee who is granted on application, leave of absence on account of sickness or injury not arising out of, or in the course of, the employee's employment, shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the scale set out in the following table. The periods of sick leave due at any time shall be the amount specified in the following table, less the total amount of sick leave with pay that the employee has already taken during her/his teaching service:

Length of Service

Aggregate period for which sick leave on pay may be granted during service:

Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (b) Recognised service for employees employed prior to the commencement of this Agreement shall continue to be recognised for the purpose of sick leave entitlement.
- (c) Any statutory holiday which occurs within an unbroken sick leave period is not counted for purposes of calculating sick leave usage.
- (d) Any weekend which occurs within an unbroken sick leave period is to be counted for purposes of calculating sick leave usage.
- (e) In exceptional circumstances the employer may grant sick leave with pay in excess of the periods prescribed in the scale set out in sub clause (a) above in anticipation of future entitlements provided that no extension may be granted beyond 306 days.
- (f) For the purposes of sub clause (a) above, disregarded sick leave not exceeding an overall aggregate of two years may be granted by the employer.

- (g) Notwithstanding sub clause (a) above a limited tenure employee has a sick leave entitlement on the basis of service completed since the last date of tenured or permanent employment.
- (h) When sickness or injury occur during annual leave the employer may permit the period of incapacity to be debited against sick leave provided a medical certificate is provided when the sick leave is requested.

GENERAL STAFF

- (a) An employee who is absent due to sickness shall advise the employer of such as soon as it is practicable.
- (b) An employee may be required to provide a medical certificate for any absence beyond three days.
- (c) The period of leave to which an employee is entitled shall be as follows:
 - (i) From commencement of employment an employee shall be entitled to eight days sick leave per annum (on full pay).
 - (ii) This leave can be accumulated to a maximum of 100 days.
 - (iii) In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in clause (c) above. Should employment be terminated or notice of resignation received prior to entitlement of sick leave used in advance, it may be deducted from the employee's final pay at the employer's discretion.

8.13 Leave for Sickness in the Home

The employer may grant an employee leave on pay as a charge against a sick leave entitlement when the employee must be absent from work to attend to a member of the household who through illness becomes dependent on the employee. Members of the household may include the employee's family or household. The production of a medical certificate or other evidence of illness may be required.

8.14 Disregarded Sick Leave

Disregarded sick leave is any sick leave on pay which is not debited from the sick leave entitlement. Total disregarded sick leave granted must not exceed an overall aggregate of two years. Sick leave shall be disregarded in the following cases:

- (a) **Sickness Caused by Working Conditions**
The provisions of the Accident Compensation Amendment Act 2010 (and any other applicable ACC legislation) and Accident Insurance normally apply to absences on account of sickness caused by working conditions, and so the question of sick leave should not arise.

However, where the Accident Rehabilitation and Compensation Insurance Corporation declines to accept liability, the employer may approve the disregarding of sick leave. Sick leave shall be disregarded only when the sickness is directly attributable to the conditions or circumstances under which the employee is working, or when an employee contracts an illness through contact in the course of her/his duties.

- (b) **Epidemic Disease**
When an epidemic occurs, the sick leave of employees who contract the disease shall be disregarded for the time necessary for the disease to run its normal course.
- (c) **Infectious Diseases**
When an employee contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending the polytechnic, leave will be disregarded for the period covered by the direction. In the case of hepatitis, however, the period of disregarded sick leave is the time that the employee's doctor decides is necessary for the employee to remain away from the polytechnic.

8.15 Leave for Family Reasons

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

- Serious illness of a family member;
- Marriage of a close relative
- Other important family occasions.

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

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

8.16 Bereavement/Tangihanga Leave

Death in New Zealand or Overseas

An employee shall be granted special bereavement leave on full pay to discharge her/his obligation and/or pay her/his respects to a deceased person with whom she/he has had a close association. Such obligations may exist because of blood or family ties or because of a particular cultural requirements such as attendance at all or part of Tangihanga, or its equivalent.

If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted as above. This provision will not apply if the employee is on leave without pay.

In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (a) The closeness of the association between the employee and the deceased (Note: This association need not be a blood relationship);
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

8.17 Parental Leave

Parental leave may be taken by both women and men following the birth or adoption of a child under five years of age. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners.

Parental leave also includes leave taken to care for a new family member who is adopted, during the child's first year of life with the adoptive family. Adoption shall include whaangai, tama fai, or informal adoption of children.

- (a) Notice required to take parental leave
 - (i) An employee intending to take parental leave is 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 or midwife certifying the date of delivery.
 - (ii) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
 - (iii) An employee intending to either legally adopt or whaangai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. In the case of adoption, the requirement of one month's notice does not apply.

(b) Duration of leave

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

- (i) For a fulltime employee with 12 months' or more service, or part-time employee who has been employed for a least 10 hours a week for the preceding 12 months, 12 months' parental leave from the date of birth/date of assuming responsibility;
- (ii) For a fulltime employee with less than 12 months' service, or a part-time employee who has been employed for at least 10 hours a week for less than 12 months, the entitlement is six months' parental leave from the date of birth/date of assuming responsibility, but up to six months' additional leave may be granted at the discretion of the employer.

(c) Return to work

- (i) An employee must give the employer at least one month's notice of intention to return to work before parental leave expires including the following situations. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should an employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.
- (ii) An employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.
- (iii) The polytechnic will give due consideration to an employee's request for a reduction of hours for the period of time to be negotiated with the employee after the return from a period of parental leave.
- (iv) Breastfeeding women shall have the right to one or more daily breaks to attend to their child. Their breaks shall be counted as working time and included in the total duty hours.

(d) Sick leave during pregnancy

Periods of illness due to pregnancy, prior to cessation of duties, may be charged against the employee's sick leave entitlement. Parental leave is not to be granted as sick leave, with or without pay.

(e) Annual leave

Unpaid parental leave reduces annual leave entitlement. Annual leave will not be required to be taken before the employee proceeds on parental leave, but may be held over and taken when the employee returns to work.

(f) Paid parental leave

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

- (i) An employee who has, because of pregnancy, temporarily reduced proportionality, will be paid the six weeks' leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.
 - (ii) Where an employee elects to resign because of birth/adoption, such resignation will be deemed to take effect six weeks after the employee's last day of duty and parental leave shall be paid during this period.
 - (iii) If, at the time the parental leave is commenced, the rate of salary payable is later the subject of the retrospective increase, a sum representing six times the weekly increase shall be paid to the employee on application.
 - (iv) If both partners are employed at the polytechnic and are eligible for paid leave, they are entitled to six weeks' paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.
- (g) **Legislative change**
This provision is subject to any legislative change providing for paid parental leave that may be enacted during the term of this Agreement. If such legislation provides for less than six weeks' paid leave, the employer will pay the difference up to a maximum of six weeks. If such legislation provides for paid parental leave on a less advantageous basis to the employee, all the provisions agreed in this section shall be maintained by the employer.

8.18 Special Leave

Special leave of absence with or without pay may be granted to an employee at the employer's discretion. 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 an employee's work noting that:
 - (i) For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved;
 - (ii) Examination leave shall be on full pay;
- (c) Upgrading qualifications at the request of the employer;
- (d) Marriage of the employee;
- (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 a duly appointed representative of the union, at meetings of TEU;
- (h) Attendance at approved union education courses.

8.19 Leave for Approved Statutory Authorities

An employer shall grant leave on full pay to an employee 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 employee from the authority shall be paid to the polytechnic:

- (a) a polytechnic council
- (b) a university council
- (c) Government Superannuation Board
- (d) NZ Qualifications Authority
- (e) hearings of the Employment Court, Employment Relations Services or Employment Relations Authority
- (f) ITP Quality.

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

The employee shall give the employer reasonable notice of any such appointments.

8.20 Leave for Union Business

In accord with established polytechnic policies the union and the employer agree to an exchange of letters each leave year to establish the quantum of, and arrangements for, leave available to elected representatives of TEU for union business.

8.21 Jury/Witness Leave

Where employees are obliged to undertake jury service or to appear as witnesses, they shall be granted paid leave, provided that any Court fees they receive are paid to Aoraki Polytechnic. Employees may retain expenses paid by the Court.

Where employees are released from jury service during normal working hours, they must return to work until required again by the Court.

PART 9 PROTECTION AND SAFETY PROVISIONS

Health and Safety

Statement of Intent

This statement of intent is designed to draw attention to the major provisions of the Health and Safety in Employment Act 2003 and does not negate any of the obligations or the responsibilities contained in that Act.

The parties recognise the participative nature of and accept joint responsibility for occupational health and safety environments and procedures.

The employer has a duty to train and supervise employees to ensure their safety in the work they do and in respect of substances and plant, which they use. This duty implies that safety mechanisms that have been put in place must be monitored on an ongoing basis to ensure compliance.

Employees have a duty to take all practicable steps to ensure their own safety while at work and to ensure that none of their actions or inaction harms any other person. Any responsibility of the employee, however, does not negate the principal responsibility of the employer.

In accordance with the provisions of Health and Safety in the Workplace legislation the employer shall undertake all practicable steps to ensure that the workplace is safe and non-threatening to the health of employees or other persons who may visit the employer's facilities.

9.1 Hearing Protection

(a) Where, in the opinion of the employer, an employee is working in noisy conditions which are likely to cause impairment to the hearing of the employee, and it is not practicable to prevent exposure to the noise, the employee shall be supplied with a personal ear protection device of a type approved by the Medical Officer of Health.

(b) Sub clause (a) shall be applied in the following manner:

Earplugs or earmuffs shall be provided for use in accordance with noise levels recommended by the appropriate Health Authority as follows:

- (i) In noise levels in excess of 84 decibels - earplugs or earmuffs;
- (ii) In noise levels in excess of 104 decibels - earmuffs;
- (iii) The maximum allowable daily exposure with earmuffs shall be:

Intensity (dB)	Max. Daily Exposure
115	8 hours
118	4 hours
121	2 hours
124	1 hour
127	30 minutes
130	15 minutes

9.2 Safety Glasses

- (a) Where, in the opinion of the employer, an employee is working in an “eye danger” area the employee shall receive a personal issue of standard neutral safety glasses.
- (b) Where, in the opinion of the employer, an employee who ordinarily wears optical glasses at work, is occasionally engaged on work in an “eye danger” area, the employee shall be supplied for the time engaged on such work, with specially hardened neutral “clip on” type safety glasses to be worn over normal glasses.
- (c) Where, in the opinion of the employer an employee who normally wears optical glasses at work is required to work constantly or for a substantial time in an “eye danger” area, the employee shall be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, at the expense of the employer, up to a level agreed between employer and employee.
- (d) Where an employee is in an “eye danger” area and has been issued with neutral safety glasses, and who is in the opinion of the employer required to wear the glasses constantly or for a substantial time, is found to have a refractive error of her/his eyesight, the employee shall be fitted by an optometrist with a pair of specially hardened optically correct lenses fitted in a safety frame, at the expense of the employer, up to a level agreed between employer and employee.
- (e) In the case of sub clauses (c) and (d) of this clause, the glasses shall become the property of the employee, provided that if the employee resigns within three months of being issued with the glasses the cost of them may be recovered from the employee.

9.3 Protective Clothing

Employees shall be issued with protective clothing under the following circumstances:

- (a) Where in the opinion of the employer, the nature of an employee’s work is more than normally destructive to clothing, suitable protective clothing shall be issued;

- (b) Protective clothing may be issued on a permanent basis or on a temporary loan as is decided by the employer;
- (c) Protective clothing issued on temporary loan shall be laundered at the employer's expense.

9.4 Issue of Uniforms

- (a) Where, in the opinion of the employer, an employee is required to wear a uniform, sufficient and adequate uniforms shall be issued to enable the employee to perform required duties.
- (b) All uniforms so issued shall remain the property of the employer and shall be replaced on a fair wear and tear basis.
- (c) All uniforms soiled in the course of duty shall be laundered or drycleaned, at the employer's expense.

9.5 Safety Footwear

Reimbursement to employees for safety footwear up to an amount agreed between employer and employee shall be made in the following circumstances:

- (a) Where it is the opinion of the employer that it is necessary for employees to wear safety boots or safety shoes in the course of work to lessen risk of foot injury from work accidents;
- (b) Where eligible employees purchase safety footwear and produce a receipt to the employer the employees may be reimbursed the actual and reasonable costs subject to sub clause (c) below;
- (c) Unless an employee wears the safety footwear for at least six months in the service of the polytechnic, the employee shall be required to refund half the reimbursement on resigning.

9.6 Immunisation – Hepatitis B

- (a) The parties agree in principle the responsibility for pre-exposure immunisation of employees rests with the employer, advised as necessary by the appropriate Health Authority.
- (b) In situations where employees may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. If immunisation is deemed to be appropriate the employer shall meet the cost of immunisation.
- (c) In all situations where a risk of being infected by the hepatitis B virus exists it shall be the duty of the employer to require safe working practices on the part of the employee and to ensure appropriate

hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

9.7 Working Conditions of Employees

- (a) The good employer provisions of the State Sector Act 1988, sections 79 to 80 or any amendment or Act passed in substitution of this Act shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of individual employees.
- (b) The provisions of the Health and Safety in Employment Act 2003 shall apply insofar as they relate to the working conditions of employees.
- (c) The employer will encourage safe work practice through the establishment of a Health and Safety Committee. The committee will be able to recommend to the employer any proceeding or practice considered essential or desirable in the interests of health and safety. Should the need arise, an additional TEU representative may be appointed. In all cases, representatives will be elected in accordance with the provisions of the Health and Safety in Employment Act 2003.

9.8 Indemnity

The employer shall indemnify employees against all actions, suits, prosecutions, claims and demands made or brought against Aoraki Polytechnic or employees by any third party relating to the performance by employees of their obligations as prescribed in this Agreement, other than those arising out of wilful neglect or serious misconduct by employees.

PART 10 PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 requires that all Collective Agreements contain a plain language explanation of the services and processes available to resolve any employment relationship problems. The polytechnic and TEU have agreed on the following procedure and wish to draw it to the attention of all existing staff.

10.1 Employment relationship problems include:

- (i) A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
- (ii) A dispute (about the interpretation, application or operation of an Employment Agreement).
- (iii) Any other problem relating to or arising out of your employment relationship with the polytechnic except matters relating to the fixing of new terms and conditions of employment.

- 10.2** If you believe there is a problem with your employment relationship with the polytechnic, you should tell your supervisor, either personally or through your union or other representative, as soon as possible that:
- (i) there is a problem; and
 - (ii) the nature of the problem; and
 - (iii) what you want done about the problem.
- 10.3** If for any reason you feel unable to raise the matter with your supervisor, other suggested contacts are Heads of Faculty, the Human Resource Officer or the Chief Executive.
- 10.4** In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
- 10.5** You have the right to seek the support and assistance of your union or representative or information from the Department of Labour Mediation Service at any time.
- 10.6** We will try to resolve the matter through discussion with you and/or your union or representative.
- 10.7** If the problem cannot be resolved through discussion, then either you or the polytechnic can request assistance from the Department of Labour, which may provide mediation services.
- 10.8** If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
- 10.9** In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the polytechnic to the Employment Court.

PART 11 SURPLUS STAFFING PROVISIONS

11.1 Consultation

In accordance with the principles contained within these clauses, the National Secretary of the TEU and the Chair of the local branch of the TEU will be notified by the employer:

- (i) At any early stage of any reviews of the whole, or part of the polytechnic's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing employees;
- (ii) When there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of existing employees.
- (iii) The employer will provide the union with an opportunity to be involved in any review. Should the review confirm a surplus staffing situation, individuals who might be affected shall be advised in writing of this and of their right to assistance from TEU.

11.2 Intent

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this Agreement. These provisions apply to employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a limited tenure appointment made in accordance with clause 7.1.(c) of this Agreement or to short term appointments or to part-time employees.

11.3 Definition

A surplus staffing situation exists when as a result of reduction in funding, course demands, organisational changes or other identified factors the employer requires a reduction in the number of employees.

11.4 Notification

When, as a result of the processes above, specific positions are identified as surplus the employer shall advise the National Secretary of TEU, the Chair of the local TEU branch and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties.

11.5 Options

The following are the options to be applied in staff surplus situations:

- (i) attrition;
- (ii) redeployment;
- (iii) retraining;
- (iv) enhanced early retirement;
- (v) voluntary severance;
- (vi) severance.

The aim will be to minimise the use of severance. Where the other options are inappropriate to discharge the surplus the option of severance will be made available. Employees who are offered a position within the polytechnic which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

11.6 Conditions applying to options

11.6.1 Attrition

Attrition means that as employees leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

11.6.2 Redeployment

Employees may be redeployed to a new job at the same or lower salary within the polytechnic. The following conditions will apply:

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment.

The salary can be preserved in the following ways:

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or;
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is at a location outside the local area, the employee shall be entitled to relocation expenses as set out in clause 4.6 of this Agreement.

11.6.3 Enhanced Early Retirement

This option provides for an employee to be paid the money available under the severance provisions which may, if the employee so desires, be used according to the conditions of the superannuation scheme of which the employee is a member to make up the actual superannuity payable

11.6.4 Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee's prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may be paid by the employer, shall not exceed 110% of the value of the severance payment the employee would be entitled to.

11.6.5 Voluntary Severance

With the exception of areas where there is only one position under review, the employer will call for expressions of interest from persons who wish to volunteer for severance to cover the surplus/es that have been identified.

- (a) Should the number of volunteers exceed the number of surpluses, the employer will determine whose application for severance will be accepted on the basis of the programme or area, classification and the employer's need to retain necessary skills, knowledge and experience.
- (b) Should the number of volunteers not exceed the number of identified surpluses, the employer will accept all expressions of interest from

those who have volunteered subject to the operational requirements of the polytechnic.

11.6.6 Severance

The aim of surplus staffing provisions is to minimise the use of severance. However where the other options are inappropriate to discharge the surplus, severance will be made available.

- (a) In the event of this option being applied, two months' notice shall be given to the employee as per clause 7.6 of the Agreement. The appropriate portion of salary shall be payable in lieu of any notice not worked regardless of length of service. This notice, or payment, is in addition to the severance payment.
- (b) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (c) "Service" for the purposes of this sub clause is as defined in Part 2; except that for staff employed prior to 01 April 1988, service also includes other relevant Government service. However, with effect from 01 December 1995 other relevant Government service in excess of 12 years shall cease to apply and the remaining other relevant Government service shall be abated at the rate of two years for every one year of polytechnic service accrued thereafter.

For the purpose of this sub clause "other relevant Government service" means:

- (i) continuous service as a teacher in any public school, manual training centre, post-primary school, college of education, specialist teaching service, or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teachers professional assistance;
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the Polytechnic Service (eg nursing training). This is counted as continuous service for the purposes of this sub clause regardless of whether the transfer takes place before or after 01 April 1988.
- (d) All service recognised under clause 11.6.6(c) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/ early retirement or similar payment from any of the above services or from any polytechnic employer.

- (e) "Continuous Service" for the purposes of sub clause(c) above includes all periods of paid leave and parental leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the polytechnic service, or within one month with other service(s) approved under sub clause (c) above.
- (f) Payment will be made in accordance with the following:
 - (i) 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
 - (ii) 4 percent of salary for the preceding 12 months multiplied by the number of years service minus one, up to a maximum of 19; and
 - (iii) 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service;
 - (iv) Total aggregated service for calculation of severance payment shall not exceed 20 years;
- (g) Outstanding annual and discretionary leave shall be cashed up separately.

11.7 Rights of Employees Declared Surplus

11.7.1 Time off to Attend Interviews

The employer shall give employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the polytechnic.

11.7.2 References

The employer shall supply to all surplus employees a letter of reference.

11.7.3 Counselling

Counselling for affected employees and family may be made available as necessary.

11.7.4 Employees on Leave

An employee who is declared surplus and who is on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this Agreement.

11.8 Surplus Staffing in Relation to Sale Merger or Transfer

Where an employee's employment is being terminated by the polytechnic by reason only of sale, transfer, merger or reconstruction of all or part of the

polytechnic nothing in Part 11 of this Agreement shall require the polytechnic to pay severance compensation to an employee if:

- (a) The person or organisation or institution acquiring the business or the part being sold, merged or transferred:
 - (i) has offered the employee employment in the business, or the part being sold, transferred or merged; and
 - (ii) has agreed to treat the service with the polytechnic as if it were continuous service with that person or organisation; and
- (b) The conditions of employment being offered to the employee by the person or organisation acquiring the business, or the part being sold, merged or transferred are the same or no less favourable than, the employee's conditions of employment including:
 - (i) any service related or redundancy provisions; and
 - (ii) any conditions relating to superannuation under the employment being terminated; and
- (c) The offer of employment by the person or organisation acquiring the business, or the part being sold, merged or transferred is an offer to employ the employee in that business either:
 - (i) in the same capacity as that in which the employee was employed; or
 - (ii) in a role that the employee is willing to accept.

PART 12 MISCELLANEOUS

12.1 Inadvertent Omission

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

12.2 Accident Compensation

- (a) Attention is drawn to the Accident Compensation Amendment Act 2010. The provisions of this Act, and any applicable subsequent legislation) shall apply.
- (b) Sick Leave Entitlement Arising from Accident Compensation
 - (i) An employee's sick leave entitlement under this Agreement shall not be used in respect of absence on work accident leave;
 - (ii) In respect of a non-work accident, leave with pay shall be:
 - a) a charge against sick leave entitlement for the first week;
 - b) and after the first week and for a period of up to 26 weeks from the date of the accident, a proportionate charge against sick leave entitlement;
 - c) leave without pay shall be granted when sick leave entitlement has been exhausted.

12.3 Union Information

- (a) The employer, when requested in writing by the National Secretary of TEU, shall, within one month after the receipt of such request, supply to the union a list of the names, addresses and designations of all employees covered by this Agreement who are members of TEU (but such requests shall not be made to the employer at intervals shorter than six months).
- (b) The employer undertakes to provide the local branch of TEU with the names of new staff who at the time of appointment have elected to become party to this Agreement.

12.4 Deduction of Union Fees

- (a) The employer shall arrange for the deduction of union subscriptions for all TEU members covered by this Agreement except in cases agreed to between the employer and the union.
- (b) The manner of deduction and of remittance shall be determined by agreement between the National Secretary of TEU and the employer.

12.5 Union Meetings

- (a) Subject to sub clauses (b) to (e) below, the employer shall allow every employee covered by this Agreement, who is a member of TEU, to attend, on paid leave, two union meetings (each of a maximum of two hours' duration) with TEU in each year.
- (b) The union shall give the employer at least 14 days' notice of the date and time of any proposed union stopwork meeting to which sub clause (a) is to apply.
- (c) TEU will endeavour to ensure that the time of the proposed stopwork meeting will be set by negotiation between the employer and the union.
- (d) The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- (e) Work shall resume as soon as practicable after the meeting.
- (f) TEU shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

12.6 Access to Premises

Designated officers, branch representatives or any authorised salaried representative of TEU may, with the agreement of the employer, be given access to the workplace or workplaces for the purpose of conducting appropriate union business in terms of section 20 of the Employment Relations Act 2000.

12.7 Branch Chair

- (a) The employer shall recognise the TEU branch chair as the union representative in the polytechnic. Notice of the appointment of the chair shall be given to the employer in writing.
- (b) Aoraki Polytechnic will make \$1,500 per annum available to TEU to assist the Branch Chair fulfil their collective responsibilities and duties.

12.8 Academic Freedom

- (a) Attention is drawn to the Education Amendment Act 1990. The provisions of this Act insofar as they relate to employees should apply including Section 161 on Academic Freedom.
- (b) Academic freedom must be exercised in a professional, timely and lawful manner that shows respect for the opinion of others, and recognises the institution's statutory requirement to account for the proper use of resources.

SCHEDULE A

Salary Scale for Academic Staff

Rates as at 01 September 2015				
1.50%				
Full time and Proportional Rates		Facilitator Rates		Casual Hourly Rates
	Salary		Salary	Hourly
SASM				CASM
8	\$ 83,078			\$ 53.4
7	\$ 81,679			\$ 52.5
6	\$ 80,279			\$ 51.7
5	\$ 78,881			\$ 50.8
4	\$ 77,483			\$ 49.8
3	\$ 76,083			\$ 48.9
2	\$ 74,685			\$ 48.0
1	\$ 73,286			\$ 47.1
ASM		FASM		CASM
11	\$ 71,885			\$ 46.2
10	\$ 68,143			\$ 43.8
9	\$ 66,018			\$ 42.4
8	\$ 63,895	12	\$ 63,895	\$ 41.1
7	\$ 61,770	11	\$ 61,770	\$ 39.7
6	\$ 59,647	10	\$ 59,647	\$ 38.4
5	\$ 57,523	9	\$ 57,523	\$ 36.9
4	\$ 55,400	8	\$ 55,400	\$ 35.6
3	\$ 53,274	7	\$ 53,274	\$ 34.3
2	\$ 51,150	6	\$ 51,150	\$ 32.9
1	\$ 49,124	5	\$ 49,124	\$ 31.6
		4	\$ 47,142	
		3	\$ 45,159	
TASS				CTASS
2	\$ 43,178	2		\$ 27.8
1	\$ 41,592	1		\$ 26.7
Peer Tutor (or Student Learning Support Worker)				
Hourly				\$ 19.08

* When applying these casual rates, clause 3.5 (a) of this Agreement must be applied where an hour of work involves timetabled teaching.

Community Learning Facilitators are employed to work in Community Learning Centres which are generally not located at the main campus of the Polytechnic. The learning is computer based and contact between the CLF and the student is on a one-to- one basis. There is no large group teaching. Community Learning Facilitators do not develop courses unless they are appointed as a Principal Community Learning Facilitator and have specific expertise and qualifications. Community Learning Facilitators will not be employed to replace Lecturers and will always be working under the direction of an academic staff member who has overall responsibility for the development and administration of the programmes. Students studying in Community Learning Centres are generally engaged in self-paced learning. Community Learning Facilitators are not teaching in mainstream programmes.

- 1) To go above level 4 and 8 are hard bars so promotion / salary review are required.
- 2) The scale incorporates three distinct roles so there is not an expectation that a facilitator could go to level 5 unless they were appointed to a senior facilitator role.
- 3) The general rule is that anyone asked to be a supervisor will be at the senior facilitator level or above

There is no substantive position as a supervisor and this will be addressed as an SRA. The guidelines currently used for establishing Special Responsibility Allowances will be used. These will be amended to include **Role Responsibilities**.

37.5 hours per week
5 weeks annual leave
2 weeks professional development leave

SCHEDULE B

Salary Scale and Progression Criteria for General Staff

BAND	01/09/2015 Grade 1 (1.5%)	01/09/2015 Grade 2 (1.5%)	01/09/2015 Grade 3 (1.5%)
B		\$41,465	\$44,851
		\$42,312	\$45,696
		\$43,158	\$46,543
	\$39,772	\$44,004	
	\$40,619		
C	\$43,790	\$48,765	\$52,746
	\$44,785	\$49,760	\$53,741
	\$45,780	\$50,755	\$54,736
	\$46,774	\$51,750	
	\$47,771		
D	\$51,359	\$57,195	\$61,864
	\$52,526	\$58,362	\$63,031
	\$53,693	\$59,529	\$64,198
	\$54,860	\$60,696	
	\$56,028		
E	\$60,411	\$67,275	\$72,767
	\$61,783	\$68,648	\$74,140
	\$63,156	\$70,022	\$75,514
	\$64,530	\$71,394	
	\$65,903		
F	\$71,129	\$79,211	\$85,678
	\$72,746	\$80,828	\$87,295
	\$74,362	\$82,445	\$88,911
	\$75,979	\$84,061	
	\$77,596		
G	\$83,963	\$93,623	\$101,266
	\$85,981	\$95,534	\$103,176
	\$87,891	\$97,444	\$105,087
	\$89,801	\$99,355	
	\$91,712		
H	\$98,805	\$110,032	\$119,015
	\$101,050	\$112,278	\$121,260
	\$103,295	\$114,523	\$123,505
	\$105,541	\$116,768	
	\$107,787		
I	\$117,178	\$130,494	\$141,146
	\$119,841	\$133,157	\$143,810
	\$122,504	\$135,820	\$146,473
	\$125,167	\$138,483	
	\$127,830		

J	\$139,373	\$155,211	\$167,882
	\$142,541	\$158,379	\$171,049
	\$145,709	\$161,547	\$174,217
	\$148,876		
	\$152,044		

PROCEDURE FOR APPOINTMENT AND PROGRESSION OF GENERAL STAFF

Intention Procedures on appointment and progression within the Polytechnic will be developed to ensure consistency of remuneration decisions throughout the organisation.

APPLICATION

This policy applies to all general/allied staff within the Polytechnic with the exception of employees in management positions reporting to the Chief Executive.

REMUNERATION STRUCTURE

The Remuneration Structure describes the process for each position to be allocated to a band. Within each band there are three grades (Grades 1, 2 and 3), with three, four or five pay steps each.

Positions are allocated to bands through the job evaluation and placement process.

Individual staff members are placed in grades within the band through evaluation against specific criteria.

Progression from one grade in a band to a higher grade will occur through promotion.

Progression within the grade will be by six-monthly or annual increment.

REMUNERATION CONSULTATIVE COMMITTEE

The Remuneration Consultative Committee (RCC) has been established as an information and consultative body to provide an opportunity for dialogue and exchange of views between the staff working on the overall remuneration strategy for Aoraki Polytechnic and the RCC on issues in relation to developing a structured pay system for General Staff. The RCC is comprised of staff, union and Human Resources representatives.

Allocation of Positions to Pay Bands

Positions are allocated to pay bands through the job evaluation benchmarking and placement process. A cross-section of positions across the Polytechnic have been selected as representative roles at each level and form the benchmark.

Benchmark roles have been evaluated by the Remuneration Consultative Committee (RCC) using the Strategic Pay Job Evaluation System. The roles have been allocated to bands based on job size/points and the band allocations signed off by the Manager responsible for HR&D. Where there are significant changes to a benchmark role, the position will be re-evaluated by the RCC at the request of the job-holder's manager and signed off by the Manager responsible for HR&D.

The RCC will meet three times per year, at the beginning of March, June and September, to undertake benchmark job evaluations, non-benchmark role band placements and band placements reviews.

Any change resulting from the RCC benchmark evaluations will be effective from the end of the relevant quarter (March, June or September quarter). Where the change results in a reduction in the band of a position, the job-holder and manager will work through the options together. Individual circumstances will vary, but options to be considered may include growing the role, holding pay at existing levels for a nominated period, redeployment, or a negotiated buy-out.

Any new roles that require job sizing outside of the quarterly process will be evaluated by a trained Human Resources staff member, peer reviewed by the RCC and signed off by the Manager responsible for HR&D.

Non-benchmark positions have been placed into bands through reference to/comparison with benchmark positions. Where there are significant changes to a non-benchmark position, the placement of the position will be reviewed at the request of the job-holder's manager by a Human Resources staff member and signed off by the Manager responsible for HR&D.

It is Aoraki Polytechnic policy to communicate band placement for individual positions as per the Remuneration Structure. Job evaluation points for individual positions will not be communicated.

Placement within THE Band

On appointment, staff members will be placed in the relevant grade within the band taking into consideration the criteria detailed in Schedule 2 which include:

- relevant work experience;
- relevant educational and other qualifications;
- demonstrated competence; and
- performance.

New appointees to a role will be placed initially in Grade 1 when they are deemed to be developing into the role. The appointee may be partly qualified and/or is still acquiring the skills and experience required to be fully competent in the role.

New appointees may initially be placed in Grade 2 rather than Grade 1 where they have the relevant qualifications and experience for the position and can demonstrate competency in the core objectives and accountabilities of the position.

Grade 3 is reserved for staff members who have acquired formal qualifications and significant experience directly relevant to the position, and have demonstrated consistent performance over a sustained period at the 'Frequently Exceeds Expectations' or 'Consistently Exceeds Expectations' level. There will be no placement directly into Grade 3 for new appointees.

Recommendations on placement in the band will be made by the Recruiting Manager in consultation with Human Resources who are responsible for ensuring equity and consistency across the organisation. The final decision on band placement lies with the Chief Executive.

Where exceptional market conditions exist, or where an appointee possesses exceptional experience and attributes, a Market Allowance may be paid in line with the Market Allowance Policy.

PROGRESSION within THE Band

Progression from one grade to a higher grade within a band will be by promotion. Promotion to a higher grade will occur through application to the Promotions Committee, and will be based on the criteria and process outlined in Schedule 3.

Promotion from Grade 1 to Grade 2 within a band may occur where the staff member has acquired relevant experience in the position and can demonstrate competency in the core objectives and accountabilities of the position. The staff member will have spent a minimum of six months in Step 4 of Grade 1 and demonstrated consistent performance over a minimum period of six months at the 'Meets Expectations' level as evidenced by the Performance Review and Development Process (PRDP).

Promotion from Grade 2 to Grade 3 within a band may occur where the staff member has acquired formal qualifications and significant experience directly relevant to the position, has spent a minimum of one year in Step 4 of Grade 2 and has demonstrated consistent performance over a sustained period at the 'Frequently Exceeds Expectations' or 'Consistently Exceeds Expectations' level as evidenced by the PRDP.

PROGRESSION within A GRADE

The initial progression from one step within Grade 1 to the next step in that grade will be by automatic increment on the six-month anniversary of appointment to that position, provided that a six-month performance review is undertaken and performance assessed at 'Working Towards Meeting Expectations' or better as evidenced by the PRDP.

The second progression in Grade 1 will fall into line with either the six-monthly progress review date of 1 August or annual review date of 1 February, provided that:

- the review is no less than three months and no more than nine months after the initial review; and
- a performance review is undertaken and performance assessed at 'Working Towards Meeting Expectations' or better as evidenced by the PRDP.

Thereafter progression within Grade 1 will be by six-monthly increment on the progress review or annual review date provided that performance is assessed at 'Working Towards Meeting Expectations' or better as evidenced by the PRDP.

The first progression from one step within the Grade 2 to the next step in that grade will be by increment on the annual review date of 1 February, provided that:

- the review is no less than nine months and no more than 15 months after appointment to Grade 2; and
- performance is assessed at 'Meets Expectations' or better as evidenced by the PRDP.

Thereafter progression will be by annual increment on the annual review date, provided that performance is assessed at "Meets Expectations' or better as evidenced by the PRDP.

Progression from one step within Grade 3 to the next step in that grade will be by application to the Promotions Committee no more than once per year, as per the process and criteria detailed in Schedule 3. Application for progression may be made where the staff member has demonstrated consistent performance over a sustained period at the 'Frequently Exceeds Expectations' or 'Consistently Exceeds Expectations' level as evidenced by the PRDP.

A staff member whose performance is evaluated as 'Consistently Exceeds Expectations' may be awarded one or more accelerated increments within their current grade. Accelerated increments may be awarded as an outcome of an application process to the Promotions Committee as described in Schedule 3.

Annual Review Process

The Fixed Remuneration figures within the Remuneration Structure will be reviewed on an annual basis. Any movements will be as the result of negotiations at collective bargaining.

Band Placement Review

A staff member who has reason to believe that they have been disadvantaged in their job band placement may request a review by the RCC through the Manager responsible for HR&D. The application will detail the rationale for the review and include an updated position description and job evaluation questionnaire which are both signed by the manager and the job-holder.

Appeals will be decided on based on the facts and value of the job compared with other roles in the organisation (for band placement) and the demonstrated skills, competence, experience and performance of the person in the role (for grade).

A request for a review of the band or grade placement must be made within two months of the band/grade placement decision being made. Aoraki Polytechnic will ensure that a review is carried out at the next RCC quarterly meeting.

Progression/Promotion Review

A staff member who has reason to believe that they have been disadvantaged in pay progression/promotion may request a review of the processes for pay review/promotion by the Promotions Committee through the Manager responsible for HR&D.

A request for a review of pay progression/promotion must be made within two months of the pay progression/promotion decision being communicated to the staff member. Aoraki Polytechnic will ensure that a review is carried out by the Promotions Committee within two months of the review request being lodged. The final decision lies with the Chief Executive.

SCHEDULE C

Promotion To and Within SASM Scale

Senior Academic Staff Member Guide 2013

Overview

Academic staff are encouraged to apply for promotion to the SASM salary scale when they consider that they have attained the necessary professional capabilities to meet the criteria for promotion, including a Certificate in Adult Learning and Teaching (Level 5) or equivalent.

Applications will be considered by the Review Committee, comprising four members (two management and two SASM staff representatives).

The Committee shall consider eligible applications and make recommendations for promotion and progression to the Chief Executive. Applications which are not fully supported by the relevant Senior Manager will also be considered.

Applicants will be informed of the result in writing. In the event of a negative result, the applicant will be advised why the application was unsuccessful.

The Human Resource representative will provide detailed feedback to unsuccessful applicants on request.

Appeals

Appeals may be lodged with the Chief Executive:

- in writing, clearly setting out the grounds for appeal;
- within ten working days of the decision being communicated;
- on the basis of procedural irregularity or manifest unfairness.

The objective of the appeal is to review the process by which the application was assessed and to ensure that the SASM Promotion procedures have been consistently and fairly applied.

No new evidence will be considered.

The Chief Executive may appoint an investigator to deal with any appeals.

Criteria for Promotion

The criteria are split into critical (must haves) and non-critical (optional criteria). These criteria are specified in the application form.

Critical criteria are shaded and are statements of competency and/or achievement that must be met by the applicant in order to achieve promotion.

Non-critical criteria are competencies and/or achievement statements that the applicant may choose to provide evidence for or not. A minimum of 10 non-critical criteria must be completed. The number of non-critical criteria increases in stages as further promotion is sought. See Fig. 1.

Fig 1.

	SASM 1-3	SASM 4-6	SASM 7-8
No. of Critical Criteria required	18	18	18
No. of Non- Critical Criteria required	10	15	20

Moving Up the SASM Scale

The SASM scale has 8 salary steps. First time applicants will move to Step 1 and can then apply to move up annually one step at a time. Academic staff members can apply to their Head of School/Department Manager or the Committee to recommend a double increment (promotion by two salary steps).

There are two types of promotion application - Full and Brief. A Tutor enters the SASM scale by successfully submitting a full application.

If a Tutor makes an application the year immediately following a successful full application, they can submit a brief application. They can do this once more in the third year. In their fourth year, they will have to submit another full application, in order to progress up the scale. This pattern repeats, assuming applications continue to be submitted annually.

1	2	3	4	5	6	7	8
Full	Brief	Brief	Full	Brief	Brief	Full	Full

Full applications must be submitted every third year, as more non-critical criteria must be met.

Submitting an Application

Important Dates

31 March – Academic staff members wishing to submit an application for promotion should ensure they meet with their Head of School/Department Manager to discuss their plan of action before the end of March.

30 June – A second consultation with Head of School/Department Managers should be scheduled before the end of June.

31 July – Applications close.

30 September – Outcome of applications known, wage increases effective 31 July preceding. Notification of any appeal outcome must be communicated within one month of notification of application

FULL APPLICATION

A full application requires:

- completion of the correct form
- evidence statements
- Senior Manager sign off as necessary
- 5 supporting attachments (suitable combination of Student Evaluations, Observations, Peer Reviews, Academic Contributions)
- two Summary of Tutor Evaluation Forms (for teaching and non-teaching staff members if appropriate)
- two documented observations (for teaching and non-teaching staff members if appropriate)
- Peer Review (where required)
- Academic Contribution (where required)

Instructions

1. Source a Full SASM Application Form from Human Resources and Development. The wording, numbering and sequence of the criteria are not to be altered.
2. Consider which non-critical criteria you wish to apply for. Discuss these along with the critical criteria with your Head of School/Department Manager to determine what you will need to work on to achieve support from your Head of School/Department Manager for each criterion. Have this conversation before the end of March.
3. Unless indicated otherwise on the form, submit an evidence statement with a verification signature (usually from your Senior Manager) for each indicator for which you wish to be considered. Statements should not just be a repetition of the indicator.
4. All evidence presented must be current and reflect work carried out since the last application.
5. Provide statements and signatures for each relevant criterion, even if one piece of evidence may meet more than one. Some criteria just require the Senior Managers signature – this will be stated on the form.
6. Complete the form as you progress through the year – this is not meant to be a large, rushed exercise before the closing date.

Student Evaluations (TEACHING ACADEMIC STAFF MEMBERS)

You are required to submit at least two Summary of Tutor Evaluations (see page 25) since the last promotion round, including at least one from the year of the application.

There are three types of documents for use in collecting and documenting student evaluation information:

1. Collection and Collation of Tutor Evaluations Guide
2. Tutor Evaluation Form
3. Summary of Tutor Evaluation Form

Peer Reviews

Teaching academic staff members are required to submit one Peer Review (see page 27) from the year of the application.

Non-teaching academic staff members are required to submit at least three Peer Review Forms since the last promotion round, including at least one from the year of the application.

Academic Contribution

Non-teaching academic staff members are required to submit two Academic Contribution Reports (see page 33) since the last promotion round, including at least one from the year of the application.

Specific acts of academic contribution requires evidence of actions taken that have benefitted the academic functions of the institution. This may include new programme design, effective and efficient academic documentation, implementation of academic processes (e.g. ethics/research), leadership in an academic initiative.

Observations

Ensure that two observations (since the last promotion round, including at least one from the year of application) are organised to occur well before the closing date, with sufficient time for your Senior Manager to read and consider them.

Final Checks

- Carefully proof-read your application. Applications containing multiple errors and/or omissions will not be considered.
- Check all the indicators are present – sometimes reformatting your word document results in columns or rows getting missed out. If the indicators have been lost in formatting, your application will not be successful.

BRIEF APPLICATION

You must:

- Have been successful in the Career Path Round immediately prior, using either a Full or Brief application
- Be making no more than your second consecutive Brief application
- Meet with your Head of School/Department Manager well before the deadline to discuss your Brief Application and obtain Senior Manager approval of classes for student evaluations of your teaching
- TEACHING ASM - Submit two Summary of Tutor Evaluations (see Student Evaluations section above), obtained from classes that have been approved by your Head of School/Department Manager
- NON-TEACHING ASM – Submit two Peer Reviews
- Submit the completed application by the deadline

You may:

- Write a covering letter to include with your Brief Application, if you have any concerns relating to your application.

Appendix 1
SASM STEP LADDER 1 - 8

Senior Academic Staff Member	Step	Promotion Application Options
	1	FULL application required to move to step 1 (10 non-criticals required from Steps 1-3)
	2	If successful in previous year on a full application, first BRIEF application can be made to move to step 2. (greater than 10 non-criticals, but less than 15, required from Steps 1-3, must demonstrate progression from each previous application) Otherwise, a FULL application is required to move to step 2 (10 non-criticals required)
	3	If successful in previous year on a BRIEF application, second BRIEF application can be made to move to step 3. If successful in previous year on a full application, first BRIEF application can be made. Otherwise, a FULL application is required to move to step 3 (10 non-criticals required).
	4	FULL or BRIEF application (BRIEF if eligible - ie after a successful FULL application, a tutor is allowed two BRIEF applications for the following two years). 15 non criticals
	5	FULL or BRIEF application (BRIEF if eligible - ie after a successful FULL application, a tutor is allowed two BRIEF applications for the following two years). (greater than 15 non-criticals, but less than 20, required from Steps 4-6, must demonstrate progression from each previous application)
	6	FULL or BRIEF application (BRIEF if eligible - ie after a successful FULL application, a tutor is allowed two BRIEF applications for the following two years).
	7	FULL application - must have 20 non-criticals from Steps 7-8
	8	FULL application (must demonstrate maintenance and progression of professional progression from previous application).

Brief Explanation

There are two types of application for promotion - Full and Brief. An academic staff member enters the SASM scale by successfully submitting a full application. If there is a gap of 12-months or more between promotion applications, academic staff members will need to submit a full application the next time they apply for promotion.

If they make an application the year immediately following a successful full application, they can submit a brief application. They can do this once more in the third year. In their fourth year, they will have to submit another full application in order to progress up the scale. This pattern continues up the scale.

ASM 1 - 8

Automatic increments for academic staff members not yet promoted.

On the anniversary of appointment (and subject to satisfactory performance reports), an academic staff member working more than 0.3 FTE proportion will automatically move up one step per year until step 8 is reached.

On demonstration of meeting the criteria outlined in Schedule C of the Academic Staff Members' Collective Employment Agreement, academic staff members will move to step 9 on their anniversary. To apply for this progression, the academic staff member must prepare a written communication and submit it to the relevant Manager for endorsement to the Chief Executive, who will make the final decision.

Movement from step 9 – step 11 is based on annual increment.

FULL APPLICATION FOR PROMOTION TO SASM

Attachments:		Applicant to tick	Career Panel to tick
Teaching Academic Staff Members	Non-Teaching Academic Staff Members		
Current Summary of Tutor Evaluation No 1	Peer Review No 1		
Current Summary of Tutor Evaluation No 2	Peer Review No 2		
Current Observation No 1	Peer Review No 3		
Current Observation No 2	Academic Contribution – Institution Wide		
Peer Review No 1	Academic Contribution – Department Wide		

LASTNAME		FIRST NAME	
SCHOOL/DEPT		PRESENT STEP	
SIGNATURE		DATE	

CLOSING DATE: 31 July Annually

31 March

Academic staff members wishing to submit an application for promotion should ensure they meet with the Head of School/Department Manager, to discuss their plan of action before the end of March

30 June

A second consultation with Senior Managers should be scheduled before the end of June

31 July

Applications close

30 September

Outcome of Applications known, wage increases effective 31 July preceding.
Any appeal within one month of notification of application

Applicants must ensure that all necessary signatures are obtained before this form is submitted
Shaded Criteria are critical competencies

Please complete this list of staff who verify evidence

NAME	DESIGNATION	SIGNATURE

QUALIFICATIONS

Non Teaching applicants must be able to demonstrate continual progression regarding professional development/qualifications at a post-graduate level.

ASSURES OWN QUALITY TEACHING & LEARNING PRACTICE

1.1 Exercises responsibilities integral to the teaching/non-teaching role

Competencies	Evidence Presented	Verified (signature of Senior Manager or Peer)
1.1.1 Staff meetings, programme committee and team meetings are attended as required.	Only verification required	
1.1.2 Cooperates with others working in the team.	Only verification required	
1.1.3 Departmental academic responsibilities, apart from upfront teaching, are carried out.		

1.2 Responds to feedback from students and peers

1.2.1 A Summary of Tutor Evaluation/Peer Review/Academic Contribution is discussed with the HoS/Department Manager, TL or other designated colleague.	Only verification required, no evidence need be presented.	
1.2.2 Further develop academic skills in response to student and/or peer feedback.	As a result of feedback there is evidence to show that improvements have been made in academic skills	

1.3 Guides and supports tutors who are developing their knowledge and skills

1.3.1 Own knowledge, experience or skill is freely shared with others.		
1.3.2 Assistance is provided to colleagues with Treaty of Waitangi issues.		
1.3.3 Staff training sessions are provided for other tutors		

MAINTAINS SUBJECT KNOWLEDGE

2.1 Demonstrates competence in own specialist area

2.1.1	Displays a sound knowledge of the subject.	Must be verified by at least two peers or external bodies	
-------	--------------------------------------------	-----------------------------------------------------------	--

2.2 Maintains currency of knowledge in own specialist area

2.2.1	Engaged in further education and/or training.	Verified transcript to demonstrate education and/or training progression provided	
2.2.2	Contributes actively, beyond normal duties, to a subject group within the Institute.		
2.2.3	Membership of professional/subject group external to the Institute is maintained as appropriate		
2.2.4	Active liason is maintained with industry or profession.		
2.2.5	Professional knowledge is maintained.		

DESIGNS FOR STUDENT LEARNING

3.1 Implements and/or evaluates new and existing courses

TEACHING ASM ONLY			
3.1.1	Plans and prepares for classes. (Student feedback)	Must be verified by (at least two) summary of tutor evaluations	
NON-TEACHING ASM ONLY			
3.1.1	Plans and guides teaching and learning initiatives for the institution.	Must be verified by (at least three) peer reviews	
3.1.2	Course documentation (including teaching notes) assessment and other course requirements were written or developed and reviewed.	Evidence that course documentation is current	
3.1.3	New course teaching material was written and/or reviewed. OR Designed a new course, individually or as part of a team. OR Course writing groups were actively contributed to.		

PROMOTES EFFECTIVE STUDENT LEARNING

4.1 Applies teaching and learning strategies to promote effective learning consistent with individual student needs

4.1.1	Communicates the topic effectively. (Student/Peer feedback)	Must be verified by (at least two) summary of tutor evaluations and/or peer reviews/academic contributions.	
TEACHING ASM ONLY			
4.1.2	Shows an interest in students' learning progress. (Student feedback)	Must be verified by (at least two) summary of tutor evaluations and/or peer reviews/academic contributions.	
NON-TEACHING ASM ONLY			
4.1.2	Shows and interest in promoting teaching and learning initiatives for the institution (Peer feedback)	Must be verified by (at least three) peer reviews.	
4.1.3	Creates/supports a stimulating learning environment. (Student/peer feedback)	Must be verified by (at least two) summary of tutor evaluations and/or peer reviews/academic contributions.	
4.1.4	Encourages students/staff to think and learn for themselves. (Student/Peer feedback)	Must be verified by (at least two) summary of tutor evaluations and/or peer reviews/academic contributions.	
NON-TEACHING ASM ONLY			
4.1.5	Curriculum materials developed appropriate to the level of the programme	Substantiated by peer reviews and/or academic contributions.	

4.2 Demonstrates that own practice is informed by the current body of knowledge about effective teaching and learning

4.2.1	Certificate in Tertiary Teaching, or approved equivalent or approved alternative teacher training qualification is completed.	Only verification required	
4.2.2	Current best teaching and learning practice is demonstrated.		
4.2.3	Additional studies in adult teaching and learning are completed.		
4.2.4	Applies knowledge of cultural diversity in teaching and learning.		

ASSESES AND GIVES FEEDBACK TO STUDENTS/STAFF

5.1 Plans, implements and evaluates programmes for the assessment of student learning, including the assessment of prior experiential learning

5.1.1	Makes sure that assessment procedures and standards required are understood.	Evidence that meet all internal and external moderation requirements	
TEACHING ASM ONLY			
5.1.2	Teaches at an appropriate level and speed. (Student feedback)	Must be verified by (at least two) summary of tutor evaluations and/or peer reviews/academic contributions.	
NON-TEACHING ASM ONLY			
5.1.2	Ensuring needs of ASMS and programmes are met in a timely manner	Must be verified by (at least two in total) peer reviews and/or academic contributions.	
5.1.3	Ensure appropriate assessments were developed.		

DEVELOPS PROFESSIONALLY

6.1 Plans and implements programmes for own professional development

6.1.1	Written professional development plans are submitted, in accordance with policy.	Only verification required, no evidence need be presented.	
6.1.2	Professional development plans are actioned partially or completely.	Only verification required, no evidence need be presented.	
6.1.3	Relevant conference or seminar was attended.		
6.1.4	Treaty of Waitangi course greater than 6 hours has been completed successfully.		
i.	Actively participates in the Health and Safety responsibilities of Aoraki Polytechnic. E.g. Hazard Identification, Injury Prevention Strategies, H&S Committee etc		

CONTRIBUTES TO THE INSTITUTION

7.1 Able to take responsibility for the effective outcome of work teams

7.1.1 Facilitates and/or monitors work of teams and takes appropriate action as required.		
-------------------------------------------------------------------------------------------	--	--

7.2 Relates sensitively to other people

7.2.1 Non-discriminatory and non-threatening behaviour is demonstrated in relationships with others.	Only verification required, no evidence need be presented	
------------------------------------------------------------------------------------------------------	-----------------------------------------------------------	--

7.3 Contributes to the broader academic life of the institution

<p>7.3.1 Demonstrates an overall commitment to the Department.</p> <ul style="list-style-type: none"> • shows commitment to meeting the needs of the department's students • participates regularly and constructively in staff meetings and/or departmental committees • provides support to colleagues within the department as required • readily shares resources and/or expertise as appropriate with other members of the Department • contributes to departmental planning exercises, including timetabling • contributes to departmental promotional exercises • raises issues within the Department constructively and actively contributes to developing solutions <p>Note: Head of School/Department Managers must advise staff well in advance if they do not intend to sign off this indicator.</p>	<p>One peer evaluation is required for teaching academic staff members.</p> <p>Evidence of two specific acts of academic contribution to the institution required by non-teaching academic staff members.</p>	
7.3.2 Mentor another staff member		

7.3.3	Establishes and/or maintains effective relationships between work experience providers and the Institute.		
-------	-----------------------------------------------------------------------------------------------------------	--	--

7.4 Contributes to broader academic activities outside the institution

7.4.1	Establishes and/or maintains effective relationships between industry/profession and the Institute.		
7.4.2	Actively contributes to developing relationships between Aoraki Polytechnic and the community.		

PERFORMS ADMINISTRATIVE TASKS

8.1 Discharges administrative responsibilities integral to the academic staff member's role

15.1.1	Documentation is completed accurately and to agreed deadlines.	Only verification required, no evidence need be presented	
--------	----------------------------------------------------------------	-----------------------------------------------------------	--

Notes:

It is the responsibility of the applicant to submit the necessary evidence statements (where required), with appropriate verification supporting achievement against the indicators.

Promotion is awarded on the basis of what has been **achieved**, not on the basis of planned activities.

Ordinarily, signatures from peers are not appropriate. There may be circumstances where the most appropriate person to give verification is a peer and the reasons for using a peer in this way must be clearly stated, as part of the supporting evidence e.g. indicators 1.3.1 and 1.3.2. Where no evidence statements are required, it is only necessary to obtain the verification signature in the appropriate box.

Your application may be stapled and put in a plastic sleeve. No folders or other bulky containers please.

A signature by the Academic Staff Member's Head of School/Department Manager serves as verification, that the applicant's evidence statement has been confirmed but the Head of School/Department Manager takes no responsibility for errors of omission, out-dated tutor evaluations, proofreading or other errors in checking.

Summary of Tutor Evaluations should be obtained from classes that comprise the applicant's main areas of teaching, and classes must be pre-approved by the Head of School/Departmental Manager.

The Summary of Tutor Evaluations can both be from the current year or one can be from the previous year; however it must not be dated earlier than 01 August.

Tutor Evaluations must be collected, collated and signed by an independent person, selected from a pool approved by the Head of School/Department Manager.

Evaluation Summaries must be from classes of at least seven students, unless satisfactorily explained by the Head of School/Department Manager.

Peer Review requires a detailed explanation of the support, guidance and actions involved in an academic intervention or teaching and learning task. This may include the implementation of new delivery/assessment methods, new/revised teaching and learning environments, guiding and supporting new academic staff members.

Peer reviews can both be from the current year or one can be from the previous year.

Specific acts of academic contribution requires evidence of actions taken that have benefitted the academic functions of the institution. This may include new programme design, effective and efficient academic documentation, implementation of academic processes (e.g. ethics/research), leadership in an academic initiative.

Please arrange to meet with your Head of School/Department Manager well in advance of the submission date to discuss any matters relating to this application.

If an applicant takes issue with any comment made by their Head of School/Department Manager, the applicant may attach a covering letter to the application addressing said comment.

BRIEF APPLICATION FOR PROMOTION TO SASM

LASTNAME		FIRST NAME	
SCHOOL/DEPT		PRESENT STEP	
SIGNATURE		DATE	

CLOSING DATE: 31 July Annually

31 March

Academic staff members wishing to submit an application for promotion should ensure they meet with the Head of School/Department Manager, to discuss their plan of action before the end of March

30 June

A second consultation with Senior Managers should be scheduled before the end of June

31 July

Applications close

30 September

Outcome of Applications known, wage increases effective 31 July preceding.
Any appeal within one month of notification of application

Applicants must ensure that all necessary signatures and evidence
Is obtained before this form is submitted

Attachments:		Applicant to tick	Career Panel to tick
Teaching Academic Staff Members	Non-Teaching Academic Staff Members		
Current Summary of Tutor Evaluation No 1	Peer Review No 1		
Current Summary of Tutor Evaluation No 2	Peer Review No 2		

Checklist

A completed brief application should consist of:

- this page;
- a Progression Report on page 2, completed by your Head of School/Department Manager (see below) and;
- teaching academic staff members require at least two Summary of Tutor Evaluations;
- non-teaching academic staff members require a total of two Summary of Tutor Evaluations **or** Peer Reviews **or** Academic Contributions.

You may also wish to include a covering letter, if you have specific concerns relating to your application.

Eligibility

To be eligible to submit a Brief (as opposed to Full) Application, you must have been successful the previous year, with either a Full or Brief application. Only two consecutive Brief applications can be made before a Full Application must be completed for further promotion.

Summary of Tutor Evaluations

Summary of Tutor Evaluations should be obtained from classes that comprise the applicant's main areas of teaching and classes must be pre-approved by the Head of School/Department Manager.

The Summary of Tutor Evaluations can both be from the current year or one can be from the previous year; however it must not be dated earlier than 01 August.

Tutor Evaluations must be collected, collated and signed by an independent person selected from a pool approved by the Head of School/Department Manager.

Summary of Tutor Evaluations must be from classes of at least seven students unless satisfactorily explained by the Head of School/Department Manager.

Peer Reviews

Peer Reviews should be obtained from colleagues that represent the applicant's main areas of duties and must be pre-approved by the Head of School/Department Manager.

Notes

Please arrange to meet with your Head of School/Department Manager well in advance of the submission date, to discuss any matters relating to this application.

If an applicant takes issue with any comment made by their Head of School/Department Manager the applicant may attach a covering letter to this application addressing such comment.

Progression Report

Collection and Collation of Student Evaluations of Teaching Guide

General

1. Access forms
2. Discuss with your Head of School/Department Manager
3. Complete all parts of the forms neatly

Collecting data

1. Ensure the identity of the tutor is clearly understood.
2. State that every tutor must be evaluated once in each year, although some tutors choose to obtain additional evaluations to monitor their teaching or for promotional purposes.
3. Emphasise that the evaluation should cover only teaching and assessing practice.
4. Differentiate between this evaluation and those of the course, administration or any other member of a teaching team.
5. Refer to the outcome of the evaluation as a way to assist the development of high quality teaching and learning practice through constructive feedback and reinforcement of strengths.
6. State clearly that honest and fair responses are required to ensure the credibility of the evaluation process.
7. Explain that the tutor will receive a summary of the feedback (complete with any student comments), which will be prepared by an independent collator.
8. Enclose all returned Evaluation Sheets and a Summary Sheet. Write the number of forms handed out and returned in a sealed envelope. This is to be delivered to the independent collator, if known, or to the appropriate Head of School/Department Manager.

Collating data

1. Using the Summary of Tutor Evaluation Form (either electronic or hard copy), complete your personal data and transfer relevant data from the collector's copy of the summary sheet.
2. Add the number of responses (strongly agree, agree etc.) to each criterion and enter these in the corresponding box. A response tick placed on a dividing line and not clearly within a box should be counted as if placed in the box immediately to the left of the line.
3. Do not average any numbers.
4. Copy sections C, D & E to a new page and enter all student comments verbatim, complete with any spelling and grammatical errors.
5. Print and sign your name.
6. Ensure the collector's name is noted, before passing the Summary Sheet to the tutor or Senior Manager – depending on who initiated the evaluation exercise.

Tutor Evaluation Survey		Date	
Programme Name			
Course Name			
Tutor's Name			

I am an International Student.

TELL US ABOUT OUR TEACHING PRACTICE

Aoraki Polytechnic tutors are always looking for ways to improve their teaching. Your thoughtful and honest responses and comments to the questions below will help us to do this. Thank you for your participation.

1. SUBJECT KNOWLEDGE:

Strongly Agree Agree Disagree Strongly Disagree

a. The tutor has a sound understanding of the subject

--	--	--	--

Comments

.....

.....

.....

2. PLANNING AND PREPARATION

Strongly Agree Agree Disagree Strongly Disagree

- a. The tutor is organised and prepared for class
- b. The tutor starts and finishes on time
- c. The tutor uses materials and resources that help me learn

Comments

.....

.....

.....

3. TEACHING

Strongly Agree Agree Disagree Strongly Disagree

- a. The tutor makes it clear what I am expected to do and learn
- b. The tutor's organisation of the subject matter supports my learning
- c. The tutor helps make the content interesting and engaging
- d. The tutor uses a range of teaching activities
- e. The tutor provides feedback that helps my learning

Comments

.....

.....

.....

PLEASE TURN OVER PAGE

4. ATTITUDES AND VALUES

Strongly Agree Agree Disagree Strongly Disagree

- a. The tutor responds to both individual and group needs
- b. The tutor is fair and respectful when dealing with students
- c. The tutor demonstrates respect for other cultures

Comments

.....

.....

.....

5. ASSESSMENT AND EVALUATION

Strongly Agree Agree Disagree Strongly Disagree

- a. The tutor makes sure that I understand what I have to do in my assessments
- b. The tutor marks and returns my work within the notified timeframe
- c. The tutor gives me useful feedback about how I'm going

Comments

.....

.....

.....

6. COMMUNICATION

Strongly Agree Agree Disagree Strongly Disagree

- a. The tutor communicates effectively(I understand what my tutor is talking about and my tutor understands what I am talking about)
- b. The tutor is approachable
- c. The tutor encourages and responds to my queries and concerns.

Comments

.....

.....

.....

7. OVERALL PERFORMANCE

High Low

In light of the previous items and taking into account the nature and relative difficulty of this subject, how do you rate this tutor's overall performance?

--	--	--	--

Comments

.....

.....

.....

Summary of Tutor Evaluation Form

Tutor		Date	
Course		Faculty	
Independent Collector			
Independent Collator		Independent Collator Signature	

Instructions

Add the individual responses for each box and enter the resulting number in the appropriate spaces. Do not average numbers.

Number of forms handed out _____
 Number of forms returned: _____

	Strongly Agree	Agree	Disagree	Strongly Disagree

A Subject Knowledge

2.1.1 1. Displays a sound knowledge of the subject

Organisation

3.1.1 2. Plans and prepares for classes

Teaching for Effective Learning

- 4.1.1 3. Communicates the topic effectively
- 4.1.2 4. Shows an interest in students' learning progress
- 4.1.3 5. Creates a stimulating learning environment
- 4.1.4 6. Encourages students to think and learn for themselves
- 4.1.5 7. Teaches at an appropriate level and speed.

Assessment

- 5.1.1 8. Makes sure assessment procedures and standards are understood
- 5.1.2 9. Completes marking and assessing in the notified time frame

B Overall Performance

Overall this tutor is very good

C Students' Comments Verbatim (Collator to move sections C, D and E to a new page)

Aspects of the tutors teaching approach which are particularly helpful:

D Number who ticked no improvement needed box

E Comments regarding aspects of tutor's teaching where some improvement could be made.

PEER REVIEW FORM

Peer Review Feedback for Academic Staff Member:

Reviewer:

Position of Reviewer:

Academic

Staff

Member:

Position of ASM:

**School/Department of
ASM:**

Date:

Instructions:

You have been requested to provide peer review feedback on aspects of the performance of an Academic Staff member of Aoraki Polytechnic.

It would be appreciated if you would provide honest feedback on those aspects of performance on which feedback is requested and which you have personally observed or experienced. Wherever possible, you should provide comments to support the ratings you have given for each section – referring to specific activities, behaviours or responsibilities of which you have direct experience.

Please note, all sections are mandatory.

If you have no experience of performance on a particular aspect, or if you believe it is not applicable in this case, please select the not known option.

Once you have completed this form, please forward it directly to the Human Resources and Development department, prior to the SASM application due date of 31 July each year. The academic staff member, for whom you are providing this review, will then be informed that this Peer Review has been received and will form part of their application.

Thank you for assisting your colleague in this way.

SECTION A: Relationships with Colleagues

1. Provides support and feedback to colleagues when needed
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

2. Shares ideas and resources effectively
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

3. Encourages and responds proactively to the feedback of colleagues
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

4. Contributes effectively as a team member
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

5. Overall, maintains positive and effective relationships with colleagues
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

6. Please comment on the ratings you have provided in this section:

SECTION B: Leadership (General)

7. Is effective in setting, pursuing and achieving group goals
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

8. Is effective in developing and obtaining cooperation and support from colleagues
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

9. Encourages and promotes the development of colleagues
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

10. Fosters innovation and improvement
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

11. Chairs/leads meetings effectively to encourage colleague input
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

12. Overall, demonstrates effective leadership
 - Agree
 - Tend to agree
 - Tend to disagree
 - Disagree
 - Not known

ACADEMIC CONTRIBUTION FORM

Academic Contribution Feedback for Academic Staff Member:

Academic

Staff

Member:

**Position of Academic
Staff Member:**

**School/Department of
Academic Staff Member:**

Reviewer/Endorser:

**Position of Reviewer/
Endorser:**

Date:

Instructions:

Specific acts of academic contribution require evidence of actions taken that have benefitted the academic functions of the institution. This may include new programme design, effective and efficient academic documentation, implementation of academic processes (e.g. ethics/research), leadership in an academic initiative.

Please prepare a written report that provides evidence of the specific acts of academic contribution that you have taken that has benefitted the academic functions of the institution. (This report is to be not less than 1000 words and will require evidence of such actions taken).

This report is required to be endorsed by a suitable staff member with relevant authority to provide feedback regarding the academic contribution made.

SCHEDULE D

On demonstration of the following criteria an ASM will move from step 8 to step 9 on the ASM scale:

- (1) Hold the Certificate in Adult Teaching. If this was attained more than three years ago then the lecturer must be engaged in, or have completed a course in updating their teaching skills.
- (2) Demonstrate up-to-date industry knowledge and practice in the last three years and demonstrate an ongoing commitment to maintaining currency by being actively involved, working in, or advising appropriate businesses (professional development).
- (3) Have increased their knowledge or skill (excluding CAT) in the last three years in a relevant professional field and hold or are working towards a qualification at least a step above the one they are currently teaching. Where there is no higher qualification, programmes recognised for this purpose would include computing, management, accounting, bicultural issues, advanced teaching, or industry related training courses.
- (4) Have satisfactory outcomes from annual appraisals in the last two years.

SCHEDULE E

FACTORS CHARACTERISING ASMS AND SENIOR ASMS

These characteristics should be applied:

- (1) in the identification of Academic Staff positions;
- (2) during probationary period;
- (3) for career progression.

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

ASMS

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

They should:

- (1) Be qualified in their discipline/subject area, in terms of appropriate academic/technical/ relevant work experience, qualifications.
- (2) Initiate, develop and modify programmes and delivery in response to student and course specified requirements and expectations.
- (3) Apply effective communication skills in learning situations related to their disciplines.
- (4) Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
- (5) Contribute to the development of and implement programmes for the assessment of student learning.
- (6) Recognise student learning difficulties and arrange for appropriate support.
- (7) Evaluate and reflect on own practice in order to identify directions and strategies for development.
- (8) Demonstrate commitment to ongoing professional development both within their discipline and as an educator by initiating and responding to feedback from students and/or peers, and planning and implementing programmes for professional development.
- (9) Practise in non-racist and non-sexist ways and 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 and by relevant industrial, commercial, or other workplace practices and developments.
- (11) Be able to contribute to the effective outcome of work teams.
- (12) Participate in the broader professional and academic life of the institution.
- (13) Discharge administrative responsibilities integral to the employee's work.
- (14) Respond effectively to the goals of the position described in the job description.
- (15) Support and contribute to the stated aims of the programme delivery centre or unit, including objectives specified in any centre plan, job description, or personal plan.
- (16) Support and contribute to research projects where appropriate.
- (17) Practise within the policy framework and legislative obligations of the institute.

SENIOR ASMs

Senior ASMs 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 employees who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the employee position. The emphasis on these criteria will reflect institutional and professional priorities.

They should:

- (1) Be able to demonstrate advanced standing in their discipline/subject area, in terms of appropriate academic/technical/relevant work experience qualifications.
- (2) Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
- (3) Apply effective communication skills in diverse learning situations.
- (4) Select and apply teaching and/or learning strategies consistent with individual student learning needs.
- (5) Select and apply strategies to enable students to develop as independent learners.
- (6) Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
- (7) Be able to identify student learning difficulties and plan and implement strategies for improvement.

- (8) Design and implement small scale research into effective teaching and/or learning within own discipline.
- (9) Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
- (10) Demonstrate commitment to ongoing professional development both within their discipline and as an educator by initiating and responding to feedback from students and/or peers, and planning and implementing programmes for professional development.
- (11) Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
- (12) Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning, and by relevant industrial, commercial, or other workplace practices and developments.
- (13) Take responsibility for the effective outcome of work teams.
- (14) Actively contribute to the broader academic and professional life of the institution.
- (15) Respond effectively to the goals of the position described in the job description.
- (16) Actively support and contribute to the objectives, direction and operation of their department, and the institute.
- (17) Take responsibility for, the formulation and/or achievement of stated aims and objectives of programme delivery centres or units by leadership of persons or teams, including objectives specified in any centre plan, job description, or personal plan.
- (18) Support and contribute to research projects where appropriate.
- (19) Demonstrate professional activities which contribute in a positive way to the reputation of the polytechnic/profession (e.g. research, consultancy, publications).
- (20) Practise within the policy framework and legislative obligations of the institute.

SIGNATORIES

The Chief Executive Officer of Aoraki Polytechnic and TEU undertake that this Collective Employment 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

Chief Executive Officer

Date: _____

Signed

Irena Brorens
National Industrial Officer
For and on behalf of the Tertiary Education Union (Inc) Te Hautū Kahurangi o Aotearoa

Date: _____