

NORTHLAND POLYTECHNIC



Academic Staff COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

1 August 2015 to 31 July 2017

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PART 1 - COVERAGE AND APPLICATION OF AGREEMENT

1.1 Parties

The parties to this agreement are:

The Chief Executive of Northland Polytechnic (“NorthTec”) (“the employer party”)

and the Tertiary Education Union Te Hautū Kahurangi o Aotearoa (“TEU”) (“the union”).

1.2 Coverage

This collective agreement covers members of TEU employed by the employer whose work comes within the coverage clause.

This collective agreement covers employees employed by the employer in either permanent/tenured/fixed term/limited tenure/proportional or part time positions to develop, deliver and teach programmes of learning and/or lead courses and/or programmes and who may also be involved in other activities including research, consultancies, curriculum development or staff/teacher development, student and/or staff support.

For the avoidance of doubt, tutorial assistants, non-teaching academic positions as defined in Part 2 of this agreement and employees specifically employed to teach students enrolled in programmes of learning, are also covered by this agreement.

1.3 Application of the Terms and Conditions of the Collective Agreement

1.3.1 If required by law, at the time when an employee, whose work comes within the coverage clause of this collective agreement, enters into an individual employment agreement with the employer,

- (a) the employer will inform the employee:
 - (i) that this collective agreement exists and covers the work to be done by the employee; and
 - (ii) that he/she may join TEU, and how to contact TEU; and
 - (iii) that if he/she joins TEU, he/she will be bound by this collective agreement; and
 - (iv) that, during the first 30 days of his/her employment the employee’s terms and conditions of employment comprise the terms and conditions in the collective agreement that would bind the employee if the employee were a member of the union and any additional terms and conditions mutually agreed which are not inconsistent with this collective agreement; and
- (b) the employer will give the employee a copy of this collective agreement; and
- (c) if the employee agrees, the employer will inform TEU as soon as practicable and in any event within 10 working days that the employee has entered into the individual agreement.

1.4 Cessation of Coverage

Any employee

- (a) who ceases to be a member of TEU; or
 - (b) whose work is no longer work that comes within the coverage of this agreement; or
 - (c) who ceases to be an employee of the employer,
- shall cease to be covered by this agreement.

1.5 Variation of this Agreement

This agreement may, during its term or any further period it continues in force pursuant to section 53 of the ERA, be varied at any time by agreement in writing signed by the authorised representatives of the parties subject to TEU’s ratification process.

1.6 Term of the Collective Agreement

This collective agreement takes effect on 1 August 2015, and expires on 31 July 2017.

1.7 Recognition of the Union Authority

The employer recognises TEU as the representative of all employees who are TEU members and who are bound by this agreement.

1.8 Inadvertent Omission

Any matters inadvertently omitted from this agreement shall be the subject of further discussion between the parties.

1.9 Policies

Employees covered by this agreement acknowledge the right and responsibility of the employer to develop policies in order to manage the institution.

1.10 Consultation

1.10.1 The employer will consult with the TEU branch about the employees' collective employment interests and in the development of policies affecting those interests.

1.10.2 The parties undertake to meet as agreed from time to time in the Agreement Monitoring Committee, for the express purpose of discussing matters of concern or interest to TEU or the employer. This includes monitoring the operation of the workloads clause 5.3 and its accompanying schedules C and D, and being involved in the development of any proposed changes to that. Any agreed proposed changes would be subject to clause 1.5 above.

1.10.3 Except as otherwise provided in this agreement, where policies are inconsistent with the provisions of this agreement, the agreement will prevail.

PART 2 - DEFINITIONS

“Academic Staff Member” means a person employed in a teaching position or a non-teaching academic position. The term includes academic staff members (ASM), senior academic staff members (SASM) and principal academic staff members (PASM). Terms such as Tutor and Lecturer are generic terms which also refer to academic staff members.

“ASM” means an academic staff member on the ASM salary scale at Schedule A.

“Clinical Teaching” means off-campus health science teaching involving client care.

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

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

“Employee” means a person employed under the terms of this agreement.

“Employer” means the Chief Executive of the employer party, or any manager acting with his/her delegated authority.

“ERA” means the Employment Relations Act 2000.

“Institute” means NorthTec.

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

“PASM” means an academic staff member on the PASM salary scale at Schedule A.

“Part-time employee” means an hourly paid employee.

“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 Chief Executive fulfils the role of employer.

“Proportional” refers to a person employed for a specified fraction of full-time.

“Research” is as defined by the New Zealand Qualifications Authority and the institute's policy.

“SASM” means an academic staff member on the SASM salary scale at Schedule A.

“Service” means

- (a) (i) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology, and
- (ii) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
- (iii) periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated to the full time equivalent service for the purposes of this definition, and
- (iv) any other service the employer agrees to recognise at the time of appointment.

- (b) “Continuous service” for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:
- (i) approved leave without pay
 - (ii) breaks of not more than three months between employment within the polytechnic service.

“Teaching Day” means any duty day on which teaching is time-tabled or on which distance learning teaching duties are undertaken.

“Time-tabled Teaching Hour” means one hour spent in time-tabled class instruction including any time-tabled hour of structured learning activity for which the employee is responsible. Approved TTH is that activity which has been agreed between the academic staff member and their line manager.

“TTH” - see “Time-tabled Teaching Hour”.

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

PART 3 - TERMS OF APPOINTMENT

3.1 Categories of Appointment

3.1.1 The categories of appointment are:

- (a) tenured (permanent) – full time or proportional
- (b) limited tenure (fixed term) – full time or proportional
- (c) part-time - hourly paid.

3.1.2 Proportional appointments must be not less than 0.3 and not more than 0.8 of a full-time position.

3.1.3 (a) Limited tenure appointments will be for a specified period of time. The options under the surplus staff provisions of this agreement will not apply at the conclusion of the specified time of employment when limited tenure appointments have been made for the purpose of:

- (i) filling a vacancy pending an appointment
- (ii) relieving for a tenured employee on approved leave
- (iii) trialling new courses for a period not exceeding two years
- (iv) undertaking finite tasks for a period not exceeding two years.

(b) Where an employee is employed on a full-time or proportional fixed term basis in a teaching role, the employee shall be paid an additional one week's salary per semester to compensate the employee for preparation, marking and other relevant duties. Except as provided in this clause, such payment shall be calculated on the basis of the employee's average weekly earnings for the semester and shall be made with the last pay of each relevant semester.

(c) Notwithstanding clause 3.1.3 (b), where practicable, the employee should be appointed to his/her position one week prior to commencing his/her teaching duties. In such case the employee should receive payment for such weeks work at the time the employee receives his/her first pay of the relevant semester.

(d) Where the employee receives payment as provided in paragraph (c), the employee shall not be entitled to receive any payment provided in (b).

3.1.4 Part-time Positions

Part-time appointments may be:

- (a) on a part-time basis when appointed for periods of not more than six weeks at any one engagement, or
- (b) longer than six weeks when employed for hours which are not more than 0.5 of full time in terms of clause 5.4(a) of this agreement.

An academic staff member who exceeds these maxima on an irregular basis only may continue to be classified as a part -time academic staff member (refer also to clause 4.2.4).

3.2 Appointment Procedures

3.2.1 Advertising of Positions

(a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised in such a manner as to allow suitably qualified people to apply.

(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 TEU is notified. If the re-designation occurs as a result of surplus staffing the provisions of Part 10 apply.

3.2.2 Equal Opportunities

The employer will appoint staff in accordance with an equal employment opportunities programme developed, implemented, monitored and reviewed in consultation with the local branch of TEU.

3.2.3 Probationary Period

- (a) Employees appointed for the first time to a tenured or limited tenure position may, but not necessarily, be required to serve a probationary period of one year.
- (b) When determining whether a new employee should be required to undergo probation, the employer shall have regard to any relevant service at another tertiary institution.
- (c) Where the probationary period is more than 6 months, the employer will give the employee a written report on her/his performance at the end of the first six months, unless the probationary period has been ended earlier.
- (d) A probationary appointment may be terminated with one month's written notice by either party.
- (e) At the end of a satisfactory probationary period the employer will confirm the appointment in writing. Should the employee's probationary period not be satisfactory, subject to the law of unjustified dismissal, the employer may terminate the employee's employment.
- (f) During the probationary period, an academic staff member's teaching load will be no more than 0.8 of the full-time load of an academic staff member teaching in the same area.

3.3 Termination of Employment

3.3.1 Notice of Resignation/Termination of Employment

- (a) Tenured employment may be terminated with two months written notice by either party.
- (b) Limited tenure or part-time employment may be terminated with two weeks written notice by either the employer or the employee, or at the end of the specified period of employment.
- (c) Where the employee gives written notice which is longer than the notice required in sub clause (a) or (b) above, the employer shall not be required to accept such longer notice period.
- (d) On giving notice of termination the employer may elect to pay to the employee salary in lieu of notice for all or any part of the notice period.
- (e) Nothing in this clause will remove from the employer the obligation to observe the principles set out in Clause 3.3.2 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- (f) Notwithstanding the above any employee may be summarily dismissed for serious misconduct.

3.3.2 Disciplinary Procedures for Employees

In any disciplinary action the following steps will be observed:

- (a) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer
- (c) The response of the employee must be considered before a decision is made
- (d) The employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and be advised of the consequences if the problem continues
- (e) 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
- (f) The employee must be advised by the employer of her/his right to request union assistance, and/or representation at any stage.

In the case of serious misconduct the employer may:

- (i) suspend with or without pay
- (ii) place on other temporary duties
- (iii) or dismiss without notice.

Where the 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.

3.3.3 Incapacity

- (a) If as a result of physical or mental incapacity the employee is unable to perform the duties of the position, the employer will:
 - (i) consult with TEU on behalf of the employee
 - (ii) require the employee to undergo a medical examination, at the employer's expense, by a registered medical practitioner nominated by the employer, or if the employee wishes, two registered medical practitioners, one nominated by the employer and the other by the employee
 - (iii) take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the employee, and apply one or a combination of the following options:
 - no further action under this clause
 - redeployment
 - proportional employment
 - an agreed period of leave without pay up to one year
 - terminate employment by giving two (2) months written notice
- (b) Where employment may be terminated under this clause, the employee will be entitled to remain in employment until his/her sick leave is used, or to end his/her employment immediately and be paid all his/her remaining sick leave.

3.4 Miscellaneous Terms

3.4.1 Academic Freedom

The provisions of section 161 of the Education Amendment Act 1990, relating to academic freedom, shall be observed by the parties.

PART 4 - CAREER PROGRESSION AND REMUNERATION

4.1 Statement of Intent

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

4.2 Salary Rates

4.2.1 Salaries

- (a) Subject to the provisions of this sub-clause, employees will be paid at the appropriate rates set out in Schedule A:
- (b) An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to his/her grade and step with effect from the date that he/she becomes bound by this agreement. Such employee shall not be entitled to receive back-pay.
- (c) For the purposes of this clause, the term "salary increase" shall not include any salary increment or salary increase paid as a result of promotion under an individual employment agreement based on the terms and conditions of the collective agreement.

4.2.2 Starting Salaries

- (a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to NorthTec's starting salaries policy.
- (b) During the term of this collective agreement the parties shall meet to review the starting salaries policy.
- (c) The employer may pay a market allowance over the assessed salary level (see clause 4.4.1 below).

4.2.3 Proportional Positions

Salaries will be paid on a proportional basis as follows:

full-time salary rate x predetermined proportion of the position.

This will be confirmed in the letter of appointment.

4.2.4 Part-time Positions

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

4.3 Salary Progression

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

4.3.1 Progression within the ASM Grade

The provisions of clause 4.3.1 apply to progression within the ASM Grade. Nothing in this clause should be read as preventing a new employee, in appropriate

circumstances, from being appointed to ANY step within the ASM grade above Step 8.

The requirements of Step 8 must be met before an employee who is appointed on or below Step 8 may progress from ASM Steps 8 through to the maximum step within the ASM grade.

(a) Increments

- (i) Subject to sub clauses (b) (c) and (d) of this clause employees in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching Step 8.
- (ii) No increments will be paid to employees on probation.

(b) Advanced Increments

- (i) A double or accelerated increment may be approved by the employer for:
 - meritorious performance
 - ensuring relativity within the institute
 - retention
- (ii) The new increment date is from the date of the advanced increment.

(c) Withholding of Increments

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

(d) Progression from ASM Steps 8 through to the maximum step within the ASM Grade

- (i) There will be a bar to progression beyond step 8.
- (ii) To progress to step 9 an ASM will need to have:
 - completed 12 months on ASM step 8; and
 - where an ASM has been required to undergo a probationary period, completed such period, and demonstrated to the satisfaction of the employer that he/she has continued to meet the standards specified under the ASM Grade in Schedule B. The verification process will be undertaken by the appropriate manager and the staff member; and
 - used the professional development opportunities provided by clause 7.3; and
 - completed tutor training as per clause 7.2Subject to clause 4.3.1(c), all ASMs who meet these criteria will move to step 9.
- (iii) Where an ASM has been prevented from complying with the last two criteria in (d) (ii) above by the employer's failure to make necessary provision according to the agreement, these criteria will not apply.
- (iv) Subject to clause 4.3.1(c), movement to ASM step 10 will be on completion of 12 months service on step 9 and to ASM step 11 on completion of 12 months service on step 10.

4.3.2 Appointment and Progression to the SASM Grade

Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule C. Verification will be carried out according to policy and procedures developed and reviewed in consultation with TEU.

An employee who is appointed or progresses to the SASM grade shall be entitled to a minimum payment of \$500.

4.3.3 Progression within the SASM Grade

- (a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.
- (b) Subject to clause 4.3.3 (c), any increase given under this clause will be no less than \$1,000 per annum
- (c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 4.3.3(b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the SASM grade.

4.3.4 Appointment and Progression to the PASM Grade

- (a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with TEU.
- (b) Subject to clause 4.3.4(c) any increase given under this clause will be no less than \$1,000 per annum
- (c) Where the difference between the salary of the employee and the top of the salary scale for the PASM grade is less than the minimum amount provided for in clause 4.3.4 (b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the PASM grade.

4.3.5 Progression within the PASM Grade

A staff member employed on the PASM salary grade may apply annually for progression within the PASM salary scale in accordance with NorthTec's policy.

4.4 Salary Allowances

4.4.1 Market Allowance

A recruitment or retention allowance may be paid on an annual or ongoing basis to reflect difficulty in recruiting or retaining specific skills and/or experience for any specified position. This allowance may, but should not necessarily as a matter of course, be abated by salary increases, including incremental progression and promotion.

4.4.2 Acting Higher Duties Allowance

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

4.4.3 Special Responsibilities Allowance

- a) An academic staff member required by the employer to undertake special responsibilities over and above those normally expected of an academic staff member (as defined by the employer) will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of

at least \$1,000 per annum and no more than 20% of the academic staff member's base salary.

- b) The granting of any special responsibilities allowance will be confirmed in writing to the employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and will be terminated by the employer by giving one month's notice in writing.

4.5 Payments

4.5.1 Employees are entitled to payment for the period employed. The employee's remuneration will be paid in equal fortnightly instalments to a New Zealand bank account nominated by the employee.

4.5.2 When employment ceases the employee will receive payment of any outstanding pay within 5 working days of cessation of employment.

4.6 Salary Profile within the Institute

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

PART 5 - WORKLOAD

5.1 Intent

The employer recognises the importance of setting equitable, reasonable and safe workloads, both for the effectiveness of the institute's operations and services and for the well-being of staff.

Work allocation will be through an open and clear process, based on sound principles and informed by appropriate quantitative measures. The employer shall ensure that workload planning is inclusive, efficient, transparent and limits complexity, whilst acknowledging cultural duties and accreditation guidelines.

5.2 Workload Principles

The employer is to ensure that academic staff members are allocated a workload that adheres to the following principles:

- 5.2.1 The workload must be equitable.
"Equitable" means that staff with comparable responsibilities should have similar workloads.
- 5.2.2 Total workload must be reasonable.
"Reasonable" means the workload can be managed within the timeframes and deadlines set, and that academic staff members will be able to maintain a balance between professional and personal life, accepting that normal fluctuations will occur.
- 5.2.3 Total workload must be safe.
"Safe" means that work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.
- 5.2.4 Total workload must be inclusive.
"Inclusive" means that all aspects of workload are taken into account in the allocation of work including approved TTH, attendant duties, and all other relevant workload factors.
- 5.2.5 Workload organisation must be efficient.
"Efficient" means that work practices shall seek to maximise the productivity of Academic Staff Members while providing a quality learning experience to students. Academic Staff Members shall be deployed according to their strengths and duplication of work shall be minimised by encouraging collaboration across programme areas and building on prior development.
- 5.2.6 Workload must be transparent
"Transparent" means that identification of responsibilities and allocation of work shall be discussed in an open and consultative manner with all Academic Staff Members within the Polytechnic. Individual workload plans shall be accessible to other Academic Staff Members within the Polytechnic.

5.3 Workload factors

A full annual workload will be deemed to be according to the provisions specified in Part 5 and in its accompanying Schedules C and D of this collective agreement.

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

- (a) Time-tabled teaching hours and all attendant duties including
- preparation for lessons
 - routine administration and participation in institute processes
 - student assessment, marking and moderation
 - ordinary student pastoral care and assistance

- routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency
- (b) and, all other relevant workload factors including:
- class size
 - course development requirements
 - non-routine updating of courses and materials
 - assessment requirements
 - student support requirements
 - other demands of the teaching programme
 - experience and skill level of the academic staff member
 - particular requirements related to flexible/open/distance learning
 - cultural requirements and obligations in relation to NorthTec's strategic plan and direction
 - EEdO/EEO obligations of the organisation
 - the need for breaks from time-tabled teaching throughout the year
 - participation in research projects as appropriate
 - teaching across a range of courses/programmes
 - reasonable spread of workload throughout the year
 - rapidly changing disciplines
 - post-graduate supervision.
 - Marketing and recruiting
 - Professional development (inclusive of attendance at seminars and technical training)
 - Meeting attendance
 - Research
 - complexity: the spread across modules, subjects, and programmes as well as the impacts of the ever changing nature of the sector shall be considered in workload allocation.
 - Cultural duties: when planning the allocation of work for Māori academic staff members, the following shall be considered:
 - Specific skills Māori staff may bring to their employment situation
 - The accountabilities of Māori staff (to iwi, hapu and whānau)
 - Acknowledgements of cultural duties Māori staff may undertake over and above their designated role that contribute to the broader academic and professional life of NorthTec.

5.4 Duty Hours

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

- (a) Duty Hour provisions for employees covered by the terms and conditions of the expired MECA (expiring 30 November 2010):
- (i) Weekly Duty Hours

An employee may be required to undertake duty each week for a total of no more than 36 hours. From 1 February 2016, an employee may be required to undertake duty each week for a total of no more than 37 hours. From 1 February 2017, an employee may be required to undertake duty each week for a total of no more than 37.5 hours.
 - (ii) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive provided that an ASM may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.

- (iii) An ASM shall not undertake directed duty on more than five consecutive days, except when it is part of an approved professional development programme under clause 7.
 - (iv) An ASM may consent to work outside the hours prescribed above.
- (b) Duty Hour provisions for employees employed on or after the date that this collective agreement takes effect, who were not covered by the terms and conditions of the expired MECA (expiring 30 November 2010) on the date of effect:
- (i) Weekly Duty Hours

An employee may be required to undertake duty each week for a total of no more than 36 hours. From 1 February 2016, an employee may be required to undertake duty each week for a total of no more than 37 hours. From 1 February 2017, an employee may be required to undertake duty each week for a total of no more than 37.5 hours.
 - (ii) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive and between the hours of 8:00am to 5:30pm on Saturday.
 - (iii) An ASM shall not undertake directed duty on more than five consecutive days, except when it is part of an approved professional development programme under clause 7.
 - (iv) An ASM may consent to work outside the hours prescribed above.
- (b) Daily Duty Hours
An employee will:
- (i) be on duty for no more than eight hours in any day except when
 - on field trips or approved off-campus teaching duties
 - travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day;
 - (ii) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
 - (iii) not undertake duty within 11 hours of completing duty on the previous day.
- (c) Exceptions for Clinical Teaching Duties
Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year (1 February to 31 January).

During the term of this collective agreement the parties shall meet to review the Exceptions for Clinical Teaching Duties clause.

5.5 Workload Provisions for Specific Types of Position

5.5.1 Proportional Employees

- (a) Duty hours and commensurate workload as set out above will be reduced according to the predetermined proportion of full-time employment for a proportional employee.
- (b) Notwithstanding clause 5.4(a) a proportional employee may consent to work full-time for a proportion of the year equal to the proportion for which they have been employed, provided that if the academic staff member's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of full time.

PART 6 - LEAVE

6.1 Limitations of Leave Provisions

Part-time academic staff members are entitled to the minimum statutory leave entitlements provided in the Holidays Act 2003.

Payment for statutory holidays will be made only if the academic staff member would have worked the day in question as part of their normal timetable.

The following leave provisions do not apply to part-time employees.

6.2 Leave of Absence to count as Days and Half-Days

Except in the case of annual leave, any employee absence for any one session (being a morning, afternoon or evening session) will count as absence for one half-day, but absence for two or more sessions in one day will count as absence for one day.

6.3 Leave on an Annual Basis

6.3.1 The Leave Year

For the purpose of calculating leave, the leave year will be 1 February to 31 January.

6.3.2 Public and Institute Holidays

Employees shall be entitled to the following public or institute holidays, in addition to annual leave:

- New Year's Day
- The day after New Year's Day
- Christmas Day
- Boxing Day
- Good Friday
- Easter Monday
- Easter Tuesday (institute holiday)
- Anzac Day (when this day falls on a day when the institute would normally be open)
- The Sovereign's birthday observance
- Waitangi Day (when this day falls on a day when the institute would normally be open)
- The Anniversary Day of the province
- Labour Day

6.3.2 Payment for Working on Public Holidays

If an employee is required to work on a public holiday the employee will be entitled to be paid at a rate of time and a half of his/her relevant daily pay for the hours worked on the public holiday and where the day would otherwise be a working day for the employee, the employee shall be given a day's paid leave at a later date in lieu of the public holiday he/she worked.

6.3.4 Annual Leave

Annual leave shall be taken subject to the following provisions:

- (a) The timing of annual leave will be determined having regard to the operational requirements of the institute provided that the employee is not prevented from taking the leave entitlement in the current leave year.
- (b) Annual leave to be taken not less than one day at a time.
- (c) Employees are entitled to one block of leave of at least four weeks.

- (d) Employees shall take all their annual leave in the year of entitlement. An annual leave in excess of four weeks that is not taken in the year of entitlement may be carried forward provided that prior written approval has been given in accordance with the NorthTec policy in this respect. Where such prior written approval is not given, any leave in excess of four weeks will be forfeited.

6.3.5 Annual Leave provisions for employees covered by the terms and conditions of the expired MECA (expiring 30 November 2010) at the date this collective agreement takes effect:

- (a) Employees covered by this clause shall be entitled to nine (9) weeks of annual leave in each leave year.
- (b) The employer and the employee may (or may have already under any previous agreement) negotiate/d and agree/d in writing to reduce the employee's entitlement to annual leave under this clause subject to the following conditions:
 - (i) The reduction shall not be more than four weeks, such that the employee must retain a minimum of five weeks for the purposes of annual leave,
 - (ii) the reduction shall be in periods of not less than one week, and
 - (iii) the employee shall be liable to perform all duties relating to his/her position, and
 - (iii) the employee shall be paid 2% of the employee's annual salary for each week of annual leave that is reduced pursuant to this provision.The employee will be advised of his or her right to seek advice from TEU prior to any negotiations and agreement being finalised.
- (c) Any agreement reached between the employer and employee may be renegotiated at any time.

6.3.6 Annual Leave provisions for employees employed on and after the date this collective agreement takes effect, who were not covered by the terms and conditions of the expired MECA (expiring 30 November 2010) on the date of effect and are therefore not covered by 6.3.5 above:

- (a) Employees covered by this clause shall be entitled to a baseline of nine (9) weeks of annual leave in each leave year, with the proviso that:
 - (i) the employer has the discretion to reduce by up to two (2) weeks the amount of annual leave in each leave year, on an annual basis.
 - (ii) the employee shall be paid 2% of the employee's annual salary for each week of annual leave that is reduced pursuant to 6.3.6(a)(i).
 - (iv) The overall leave entitlement shall not be less than 7 weeks per annum.
 - (v) For new employees, the employer shall advise the employee in writing that the baseline leave provision is nine weeks, and any decisions to reduce that baseline will be made and advised annually. This advice will be given regardless of whether or not the nine-week baseline is reduced at the time of appointment. Where the employer elects to reduce the baseline nine-week leave provision in accordance with this clause, such reduction will form part of the annual work planning discussion for the forthcoming academic year, and the employer shall advise the employee of the intention to reduce the baseline by 31 January.
- (b) Separate to (a) above, the employer and the employee may negotiate and agree in writing to reduce the employee's entitlement to annual leave under this clause subject to the following conditions:

- (i) The employee must retain a minimum of five weeks for the purposes of annual leave,
- (i) the reduction shall be in periods of not less than one week, and
- (ii) the employee shall be liable to perform all duties relating to his/her position, and
- (iv) the employee shall be paid 2% of the employee's annual salary for each week of annual leave that is reduced pursuant to this provision.

The employee will be advised of his or her right to seek advice from TEU prior to any negotiations and agreement being finalised.

- (c) Any agreement reached between the employer and employee may be renegotiated at any time.

6.3.7 Non-Teaching Academics

Non-Teaching Academics employed after 1 September 1993 are entitled to 5 weeks' annual leave and are not covered by 6.3.5 or 6.3.6 above.

6.3.8 Leave Timetable

Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of annual leave may be continuous.

6.3.9 Calculation of Annual Leave Taken

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

6.3.10 Annual Leave for Employees with Short Service

- (a) Employees with less than 12 months full service in any one year will have leave calculated at 18 percent of the period worked, less any leave taken.
- (b) Where an employee has served less than 12 months and has a reduced entitlement to annual leave, the leave calculation will be reduced according to the appropriate ratio below:
 - Five weeks leave entitlement: 10 percent of the period worked less any leave taken
 - Six weeks leave entitlement : 12 percent of the period worked less any leave taken
 - Seven weeks leave entitlement: 14 percent of the period worked less any leave taken
 - Eight weeks leave entitlement: 16 percent of the period worked less any leave taken.
- (c) Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

6.4 Sick Leave

6.4.1 Sick Leave Entitlement

- (a) Each employee will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the employee's service, provided that an employee shall at all times be entitled to no less than 5 days paid sick leave per year.
- (b) All employees appointed on or after 2 March 1999 will be entitled to 10 days sick leave on appointment.
- (c) The employee's entitlement will then be increased by five days every six months thereafter. After 50 increments of five days have been made, the

increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the employee has already taken during his/her service.

- (d) Employees appointed before 2 March 1999
 - (i) Those employees with accrued sick leave in excess of 260 days as at 2 March 1999 will retain their current entitlement.
 - (ii) Those employees with accrued sick leave of less than 260 days as at 2 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.4.1(c).
 - (iii) Those employees who have no accrued sick leave as at 2 March 1999 will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with 6.4.1(c).
- (e) Any statutory or institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in (c) and (d) above, in anticipation of future entitlements.
- (g) A full-time employee who works five days a week will have a maximum of five days sick leave deducted for a week of absence.
- (h) The employer may require the employee to produce a medical certificate for absences of five days or more on sick leave.

6.4.2 Accident Compensation

Sick leave entitlement arising from accident compensation.

- (a) In respect of a work-related accident affecting the employee, the first week's pay will be covered by the employer, and thereafter by a combination of either ACC and/or sick leave entitlement.
- (b) In respect of a non-work accident affecting the employee, leave with pay will be:
 - (i) a charge against sick leave entitlement for the first week
 - (ii) 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
 - (iii) leave without pay will be granted when sick leave entitlement has been exhausted.

6.4.3 Leave for Sickness in the Home

Employees may be granted paid sick leave to attend to a member of the family or household who through illness becomes dependent on the employee. The production of a medical certificate or other evidence of illness may be required.

6.4.4 Extraordinary Sick Leave

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

- (a) Epidemic Disease - When an epidemic is declared by the appropriate health authority, the sick leave of employees who contract the disease will be treated as extraordinary
- (b) Notifiable 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 institute, leave will be treated as extraordinary.

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

6.5 Other Leave

6.5.1 Special Leave without Pay

Special Leave without pay, not exceeding two years, may be granted to an employee by the employer.

6.5.2 Leave for Family Reasons

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

- (a) Serious illness of a family member
- (b) Marriage of a close relative
- (c) Other important family occasions.

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

6.5.3 Bereavement/Tangihanga Leave

An employee will be granted bereavement/tangihanga leave on full pay to discharge obligations and/or pay respects to a deceased person with whom she/he has had a close association. If a bereavement occurs while an employee is absent on paid leave, the leave may be interrupted and bereavement leave granted. This provision will not apply if the employee is on leave without pay.

In granting bereavement/tangihanga leave 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.

A decision on a bereavement leave application will be made as quickly as possible. Approval may be given retrospectively where the circumstances would have reasonably prevented prior application. If bereavement/tangihanga leave is not appropriate then annual leave or leave without pay will be granted, but as a last resort.

6.5.4 Parental Leave and Grant

Parental leave will be granted in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 as amended or replaced from time to time.

- (a) Tenured and limited tenure employees appointed for more than 12 months are entitled to parental leave on the following basis:

- (i) An employee who is pregnant is entitled to maternity leave and protection of employment. Leave may commence at any time during the pregnancy subject to the employee giving the employer three months' notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
 - (ii) An employee with 12 months or more service will be entitled to 12 months leave from the date of the birth;
 - (iii) An employee with less than 12 months service will be entitled to six months leave from the date of birth and may be granted up to six months additional leave at the discretion of the employer;
 - (iv) An employee intending to legally adopt a child who is not more than 5 years of age will be entitled, subject to satisfactory evidence, to parental leave from the date of assuming responsibility for the child as if subclause (ii) or (iii) above applied. The requirement of three months' notice does not apply.
 - (v) NorthTec recognises and values the principles and benefits of whāngai and as such will grant parental leave on the same terms as adoption, as described in the Parental Leave and Employment Protection Act and in (iv) above, where an employee assumes full responsibility for a child in these circumstances. Applications for parental leave in the case of whāngai should be supported by the birth parent(s) or guardian(s) of the child. In assessing applications for parental leave NorthTec will take any appropriate cultural advice it deems necessary. Agreement will not be unreasonably withheld.
- (b) An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.
- (c)(i) A parental grant will be payable to an entitled employee on production of the certificate of the birth of the child, (whether live or stillborn) or on production of an approved adoption placement, or on evidence of whāngai as defined in (v) above.
- (ii) The grant will be of six weeks full salary at the effective date parental leave commenced or resignation.
- (iii) The full parental grant equivalent to six weeks' salary as in (ii) above will be payable regardless of whether an employee returns to work before the expiry of six weeks parental leave. Receipt of salary will not affect the payment of the full grant.

6.5.5 Miscellaneous Leave Provisions

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 will normally be approved
 - (ii) Examination leave will 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 (excluding employment relations leave under Part 7 of the ERA).
- (h) Employment relations leave is entitlement assigned to TEU under Part 7 of the Employment Relations Act 2000. TEU is entitled to allocate employment relations education leave to eligible employees according to the provisions of the Act.

6.5.6 Leave for Approved Statutory Authorities

The employer will grant leave on full pay to an employee who is required to attend as a member of, or in a formal capacity as an employee who has raised an employment relationship problem, personal grievance or dispute as per Part 12 and Schedule E of this agreement and at any of the following statutory authorities with the proviso, where leave is granted, any fees due to the employee from the authority will be paid to the institute or polytechnic:

- (a) a polytechnic or institute of technology council
- (b) NZ Qualifications Authority
- (c) Mediation or Authority hearing under the prevailing law
- (d) Hearing of an Employment Court or prevailing equivalent
- (e) A university council

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

6.6 Entitlements under the Holidays Act 2003

The Employee can obtain further information about his or her entitlements under the Holidays Act 2003 from TEU or the Department of Labour.

PART 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 Reciprocal Commitment

Employees have an obligation to maintain and enhance their competencies both in their teaching areas and as educators, and the employer has a responsibility to ensure that employees receive timely and appropriate training and opportunities for professional development.

7.2 Training

- (a) Tenured ASMs will complete up to 12 weeks recognised training in the practice of adult and tertiary education. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement.
- (b) In each of the first two years of employment an ASM may be required to use up to five days professional development time for initial academic staff member training.
- (c) Appropriate training opportunities will be provided to limited tenure ASMs, having regard to the length of their appointment.

7.3 Professional Development

- (a) Academic staff members will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for periods of employment of less than a full year, subject to:
 - (i) the academic staff member submitting a proposed programme of development activities which accounts for this time or its equivalent
 - (ii) the employer approving the proposed programme. Approval will 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 institute's operational requirements
 - (iv) where an academic staff member undertakes approved professional development in his/her own time for the equivalent of the allocated duty days, he/she will use the allocated days at his/her discretion provided the provisions of (iii) apply.
- (b) Provided that the requirements of subclause (a) (iii) of this clause are met the following activities will be approved as part of a programme:
 - (i) attending staff development or training programmes sponsored or run by the institute or TEU
 - (ii) attending work-related conferences
 - (iii) undertaking work-related study of not less than two weeks.
 - (iv) subject to the provisions of clause 7.3(a), attending professional work related supervision.
- (c) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the academic staff member may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

- (d) Employees will be entitled to a minimum of \$400 per annum (pro rata for proportional staff and with short service). They may be paid an amount up to, but not necessarily limited to, \$1,000 for reimbursement of actual and reasonable expenses for approved professional development activities.

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

- (e) Professional development days may be accumulated according to any conditions which have been agreed by the employer and the employee

PART 8 - ALLOWANCES, EXPENSES AND GRANTS

8.1 Employment Related Expenses

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

- (a) the following provisions for reimbursements, allowances and expenses, or
- (b) the policies, procedures and practices the employer establishes for any matters not specifically covered by the provisions of this agreement.

8.2 Travelling Allowance

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

- (a) approved actual and reasonable accommodation costs, or an allowance of \$33.67 effective 13 February 2014 and \$33.92 effective 1 January 2015 per night when staying privately, and
- (b) actual and reasonable travel costs, and
- (c) actual and reasonable meal costs up to \$67.33 effective 13 February 2014 and \$67.83 effective 1 January 2015 for each completed 24 hour period, and
- (d) an incidental allowance of \$8.47 effective 13 February 2014 and \$8.53 effective 1 January 2015 for each 24 hour period or part thereof;
- (e) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense.

Where appropriate the employee will provide proof of payment.

8.3 Meal Allowances

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of \$14.12 effective 13 February 2014 and \$14.23 effective 1 January 2015.

8.4 Tea Expenses

The employer will provide employees with free morning and afternoon tea.

8.5 Transport Allowances

- (a) Employees who have been approved to use their own vehicle on NorthTec business shall be reimbursed in accordance with current IRD mileage rates.
- (b) Employees will cover the cost of their own travel to and from his/her work each day, provided that where the work base varies from time to time, the employer will pay any additional costs incurred. The employer may operate a policy by which this is accomplished.

8.6 Relocation Expenses

- (a) Relocation expenses will be paid when an employee's normal place of work within the institute, is moved to a location out of the local area and the employee relocates within 12 months of the change in workplace.
- (b) Employees will be paid actual and reasonable costs of relocation as follows:
 - (i) 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 agents commission for the sale of a home at the former location and the purchase of a home at the new location (home will 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 will be \$25,000.
- (d) A payment towards relocation expenses may be made at the time of appointment.

8.7 Compassionate Grant on Death of Employee

- (a) Upon the death of a tenured employee, the employer may pay to the next of kin an amount as follows:
- (i) For an employee with 10 years and under 20 years' service, one-twelfth of the annual salary
 - (ii) For an employee with 20 years' service or more, one-eighth of the annual salary.
- (b) For the purpose of this clause, the term 'next of kin' means:
- (i) The spouse or partner of the deceased employee, or
 - (ii) Where there is no surviving spouse or partner, a nominated relative of the deceased employee.

8.8 Reimbursements

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

- (a) Subscriptions to professional associations where membership is mandatory.
- (b) 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) Loss or damage to personal property in the course of duty when not due to the employee's negligence or misconduct and provided that, where appropriate, payment may be less than replacement cost.

8.9 Care of Dependants

The employer may reimburse the actual and reasonable 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, and alternative arrangements cannot be made without additional cost.

PART 9 - PROTECTION AND SAFETY PROVISIONS

9.1 Working Conditions

The good employer provisions of the State Sector Act 1988 and the provisions of the Health and Safety in Employment Act 1992 will apply insofar as they relate to the working conditions of employees.

9.2 Hearing Protection

Where the employee is working in noisy conditions the relevant health and safety requirements for hearing protection will be applied, including the supply by the employer of ear-plugs and ear-muffs as required.

9.3 Eye Protection

Where the employer considers that an employee is working in an "eye danger" area the employer will provide the employee with either:

- (a) standard safety glasses with neutral lenses, OR
- (b) specially hardened neutral "clip on" safety glasses to be worn over normal optical glasses, where the employee works only occasionally in an "eye danger" area, OR
- (c) specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the employee works for substantial periods in an "eye danger" area.

9.4 Protective Clothing

Where the employer considers that the nature of an employee's work is more than normally destructive to clothing, suitable protective clothing will be issued on a permanent basis or on a temporary loan. In the latter case such clothing will be laundered at the employer's expense.

9.5 Issue of Uniforms

- (a) Where the employer considers that an employee is required to wear a uniform, appropriate uniforms will be issued and will remain the property of the employer. They will be replaced on a fair wear and tear basis.
- (b) All uniforms soiled in the course of duty will be laundered or dry-cleaned, at the employer's expense.

9.6 Safety Footwear

- (a) Where the employer considers that it is necessary for employees to wear safety boots or safety shoes in the course of work, the employee may purchase safety footwear on an actual and reasonable basis.
- (b) Unless an employee wears the safety footwear for at least six months in the service of the institute, the employee will be required to refund half the reimbursement on resigning.

9.7 Immunisation – Hepatitis B

Employees with a significantly increased risk of acquiring hepatitis B because of the nature of their job will be immunised if appropriate. The employer will meet the cost of immunisation.

PART 10 - ORGANISATIONAL CHANGE

10.1 Intent

The employer recognises the serious consequences of the loss of employment for employees and seeks to minimise those consequences by these provisions.

10.2 Application

These provisions apply to employees who 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 3.1.3 of this agreement or to part-time employees.

10.3 Definition

A surplus staffing situation exists when, as a result of identified factors, the employer requires a reduction in the number of employees. No existing staff member will be displaced by the appointment of a tutorial assistant.

10.4 Procedures

10.4.1 Consultation

- (a) The National Secretary of TEU, the President of the local branch of TEU and affected employees will be notified by the employer of any reviews of the institute's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing employees.
- (b) A minimum of one month will be provided to allow TEU and affected employees to make submissions which will be considered by the employer before making a final decision. The parties may agree to a lesser period.
- (c) The employer will take all practicable steps to provide relevant information requested by TEU.
- (d) 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 will be advised in writing of this and of their right to assistance from TEU.

10.4.2 Notification

When, as a result of the processes above, specific positions are identified as surplus the employer will advise the National Secretary of TEU, the President 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.

10.5 Options

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

- (a) attrition
- (b) redeployment
- (c) enhanced early retirement
- (d) retraining
- (e) 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 positions, which does not require a change in residential location, and who decline appointment will not have access to severance.

The above options will continue to be available to employees declared surplus until the employees' last day of employment.

10.6 Conditions Applying to Options

10.6.1 Attrition

Due to the normal process of staff turnover, the number of employees is allowed to decrease.

10.6.2 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 salary allowance will be paid.

The equalisation salary allowance can be paid 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 will be entitled to relocation expenses as set out in clause 8.6 (a) of this agreement.

10.6.3 Enhanced Early Retirement

This option provides for an employee to be paid the money available under the severance option 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.

10.6.4 Retraining

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

10.6.5 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.

- (b) "Service" for the purposes of this subclause 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 will cease to apply and the remaining other relevant Government service will be abated at the rate of two years for every one year of polytechnic service accrued thereafter.

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

- (i) continuous service as a teacher in any public school, manual training centre, post-primary service, colleges of education, specialised 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 teacher 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 (e.g. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 01 April 1988.
- (c) All service recognised under 10.6.5 (b) 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.
 - (d) "Continuous service" for the purposes of (b) above includes all periods of paid leave and maternity/paternity 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 one month within other service(s) approved under (b) above.
 - (e) An individual employee's annual leave entitlement as outlined in clause 6.3.5 and 6.3.6 of this agreement shall not be a criterion for selection for severance.
 - (f) Payment will be made in accordance with the following:
 - (i) 16 percent of salary, or the appropriate portion of this amount, for the preceding 12 months will be payable in lieu of any notice not worked regardless of length of service; and
 - (ii) 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
 - (g) Outstanding annual and discretionary leave will be cashed up separately.

10.6.6 Technical Redundancy

Where an employee's employment is being terminated by the polytechnic by reason only of the sale or transfer of the whole or part of its business, the employer shall pay compensation to the employee for redundancy, UNLESS all the following conditions are met:

- a) the person or organisation acquiring the business, or the part being sold or transferred:
 - has offered the employee employment in the business, or the part being sold or transferred; **and**
 - has agreed to treat service with the Institution 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 or transferred are the same as the employee's conditions of employment, including:
 - any service related and redundancy conditions; **and**
 - 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 or transferred, is an offer to employ the employee in that business.
 - in the same capacity as that in which the employee was employed; **and**
- d) the offer of employment does not require relocation outside the institute's region, or if the employee is willing to accept an offer that involves relocation, the employee is granted relocation expenses as set out in clause 8.6.(a) of this agreement.

10.7 Rights of Employees Declared Surplus

10.7.1 Time off to Attend Interviews

Employees will have reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the polytechnic.

10.7.2 References

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

10.7.3 Counselling

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

10.7.4 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 will be covered by the surplus staffing provisions of this agreement.

10.8 Statutory Employee Protection Provision

10.8.1 If the employer enters into any contract or arrangement with any person ("the New Employer") under which the whole or part of the employer's business is undertaken for the employer by the New Employer, or if the employer sells or transfers the whole or part of its business to the New Employer, the employer will seek to raise for discussion with the New Employer prior to such restructuring the extent to which restructuring may affect employees and, where employment may be affected, advise the outcome of this to TEU.

10.8.2 Matters which the employer will seek to raise in the discussion with the New Employer will include whether or not the New Employer will make offers of employment to the employer's employees and if so whether employees will be offered employment in the same capacity, whether the conditions of employment offered will be the same or no less favourable than the employee's conditions of employment and whether service with the employer will be treated as continuous service with the New Employer.

10.8.3 At the time of any such restructuring, the employer will review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the New Employer, by considering the employment agreement of that employee together with the employer's employment policies existing at that time and the employee's personnel records. Individual entitlements will be notified by the employer to TEU.

10.8.4 This clause has been inserted in this agreement because of the Employment Relations Amendment Act (No 2) 2004.

PART 11 - UNION MATTERS

11.1 Union Information

- (a) When requested in writing by the National Secretary of TEU, the employer will, within one month, supply to the union a list of names, addresses and designation of all employees bound by this agreement provided that the employee has given his/her consent for the employer to do so. TEU will not make such requests to the employer at intervals shorter than six months.
- (b) TEU undertakes to ensure that the employer is advised as soon as is reasonably practicable when an employee of the employer joins TEU.

11.2 Deduction of Union Fees

- (a) The employer will deduct 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 remittance will be agreed between the National Secretary of TEU and the employer.

11.3 Union Meetings

- (a) The employer will allow all TEU members covered by this agreement to attend, on paid leave, two TEU stopwork meetings (each of a maximum of two hours' duration) in each year, provided that:
 - (i) 14 days' notice of the date and time of any proposed stopwork meeting is given to the employer
 - (ii) wherever practicable the time of the proposed stopwork meeting is set by negotiation between the employer and TEU.
- (b) The union will make arrangements with the employer 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.
- (c) Work will resume as soon as practicable after the meeting.
- (d) TEU will supply the employer with a list of members who attended and will advise the employer of the time the meeting finished.
- (e) These provisions are inclusive of and not in addition to any entitlements under the ERA.

11.4 Access to Premises

Representatives of TEU shall have the rights of access to the workplace as provided in sections 20 and 21 of the ERA.

11.5 Branch President

The employer will recognise the TEU branch President as the union representative on site. Notice of the appointment of the President will be given to the employer in writing.

11.6 Leave for Union Business

In accordance with any established institute policies, TEU 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.

PART 12 - RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

12.1 Resolution

The procedures for the resolution of employment problems are provided in Schedule E to this agreement.

Note: 1 Employees are advised to contact TEU in the event of any dispute or grievance.

PART 13 - TRANSITIONAL PROVISIONS

The provisions relating to the Holding and Market allowances are as outlined in the previous contract dated 1 June 1996 to 1 March 1999 will continue to apply except as provided below.

13.1 Holding Allowances

The percentage increases specified in this agreement will apply to employees in receipt of holding allowances. Subject to the provisions of this agreement relating to back-pay, the percentage increases will be applied to the appropriate step within the ASM or SASM Scale which the individual staff member is on as at 13 Feb 2012 and 13 Jan 2013. The holding allowance will remain at its existing monetary level - it will not be abated.

13.2 Market Allowances

The percentage increases specified in this agreement will apply to employees in receipt of market allowances. Subject to the provisions of this agreement relating to back-pay, the percentage increases will be applied to the appropriate step within the ASM or SASM Scale which the individual staff member is on as at 13 Feb 2012 and 13 Jan 2013. The market allowance will remain at its existing monetary level - it will not be abated.

PART 14 – WORKING GROUPS

14.1 During the term of the agreement the parties agree to form a working party to meet at regular intervals to review Part 4 (and by association Schedule A) of the agreement, with a view to developing an alternative salary structure/progression criteria which, subject to the agreement of both parties and TEU ratification processes, may be adopted during the term of the agreement, becoming binding on all members.

The working group will be equally represented, with four representatives from each party, three of whom shall attend each meeting, including each party's nominated lead..

Terms of reference and a work plan shall be agreed by the parties, and shall include Programme Leader salary and progression.

14.2 During the term of the agreement the parties agree to form a working party to meet at regular intervals to review Schedule B of the agreement, to review the characteristics relating to Academic and Senior Academic Staff members. Characteristics will reflect current developing adult teaching pedagogy and best practice. Subject to the agreement of both parties and TEU ratification processes, any changes made may be adopted during the term of the agreement, becoming binding on all members.

The working group will be equally represented, with four representatives from each party, three of whom shall attend each meeting, including each party's nominated lead.

The terms of reference and a work plan shall be agreed by the parties.

SCHEDULE A

Academic Staff Salary Scale

Grade / Step		Base Salaries					Part Time Hourly Rates				
		1-Jan-15		1-Aug-15 +\$1,000	1-Aug-16 +\$1,500	26-Jun-17 +\$500	1-Aug-15	1-Feb-16	1-Aug-16	1-Feb-17	26-Jun-17
		Annual	Part Time	Annual	Annual	Annual					
Tutorial Assistant	1	\$29,085	\$18.25	\$30,085	\$31,585	\$32,085	\$18.87	\$18.55	\$19.47	\$19.22	\$19.52
	2	\$30,578	\$19.18	\$31,578	\$33,078	\$33,578	\$19.81	\$19.47	\$20.39	\$20.12	\$20.43
	3	\$32,069	\$20.12	\$33,069	\$34,569	\$35,069	\$20.74	\$20.39	\$21.31	\$21.03	\$21.33
	4	\$33,559	\$21.05	\$34,559	\$36,059	\$36,559	\$21.68	\$21.30	\$22.23	\$21.94	\$22.24
	5	\$35,052	\$21.99	\$36,052	\$37,552	\$38,052	\$22.62	\$22.22	\$23.15	\$22.85	\$23.15
	6	\$36,542	\$22.92	\$37,542	\$39,042	\$39,542	\$23.55	\$23.14	\$24.07	\$23.75	\$24.06
	7	\$38,035	\$23.86	\$39,035	\$40,535	\$41,035	\$24.49	\$24.06	\$24.99	\$24.66	\$24.96
	8	\$39,526	\$24.80	\$40,526	\$42,026	\$42,526	\$25.42	\$24.98	\$25.91	\$25.57	\$25.87
ASM	1	\$44,027	\$27.62	\$45,027	\$46,527	\$47,027	\$28.25	\$27.76	\$28.68	\$28.31	\$28.61
	2	\$46,696	\$29.29	\$47,696	\$49,196	\$49,696	\$29.92	\$29.40	\$30.33	\$29.93	\$30.23
	3	\$48,634	\$30.51	\$49,634	\$51,134	\$51,634	\$31.14	\$30.60	\$31.52	\$31.11	\$31.41
	4	\$50,573	\$31.72	\$51,573	\$53,073	\$53,573	\$32.35	\$31.79	\$32.72	\$32.29	\$32.59
	5	\$52,509	\$32.94	\$53,509	\$55,009	\$55,509	\$33.57	\$32.99	\$33.91	\$33.47	\$33.77
	6	\$54,449	\$34.16	\$55,449	\$56,949	\$57,449	\$34.78	\$34.18	\$35.11	\$34.65	\$34.95
	7	\$56,386	\$35.37	\$57,386	\$58,886	\$59,386	\$36.00	\$35.38	\$36.30	\$35.82	\$36.13
	8	\$58,326	\$36.59	\$59,326	\$60,826	\$61,326	\$37.22	\$36.57	\$37.50	\$37.00	\$37.31
	9	\$60,266	\$37.81	\$61,266	\$62,766	\$63,266	\$38.43	\$37.77	\$38.69	\$38.18	\$38.49
	10	\$62,205	\$39.02	\$63,205	\$64,705	\$65,205	\$39.65	\$38.96	\$39.89	\$39.36	\$39.67
	11	\$64,337	\$40.36	\$65,337	\$66,837	\$67,337	\$40.99	\$40.28	\$41.20	\$40.66	\$40.97
SASM	Minima	\$64,337	\$40.36	\$65,337	\$66,837	\$67,337	\$40.99	\$40.28	\$41.20	\$40.66	\$40.97
	Maxima	\$72,433	\$45.44	\$73,433	\$74,933	\$75,433	\$46.07	\$45.27	\$46.19	\$45.59	\$45.89
PASMI	Minima	\$66,458	\$41.69	\$67,458	\$68,958	\$69,458	\$42.32	\$41.59	\$42.51	\$41.95	\$42.26
	Maxima	\$84,390	\$52.94	\$85,390	\$86,890	\$87,390	\$53.57	\$52.64	\$53.56	\$52.86	\$53.16

Factors Characterising Academic Staff Members and Senior Staff Members

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 SASMs or PASMs.

They should:

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

SASMs

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

They should:

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

ACADEMIC WORKLOAD FRAMEWORK AND PLANNING TOOL

This schedule does not apply to part-time hourly paid staff other than the right to request a review and right to appeal that review.

1.0 Workload Planning & Monitoring Procedures

- 1.1 Training in the use of the workload planning tool shall be made available to all Line Managers and TEU representatives on an annual basis, in time to allow compliance with the completion dates specified below.

Each Line Manager (or their nominated representative) shall complete a draft of the prescribed workload planning tool for the following academic year for Academic Staff Members within their programme area. Draft plans will be available in sufficient time to allow Line Managers to meet with Academic Staff Members in order to consult, amend as appropriate and agree individual plans prior to the commencement of the following academic year. This consultation may also involve programme area teams where appropriate. Where an Academic Staff Member commences employment part way through the year the workload planning tool shall, wherever possible, be completed by the Line Manager in consultation with the Academic Staff Member prior to the commencement of teaching duties.

The Workload Plan shall be agreed by the individual Academic Staff Member and their Line Manager, wherever possible by the commencement of the academic year OR in the case of Academic Staff Members whose employment commences part way through the year, prior to undertaking teaching duties.

The Workload plan shall form part of the Performance Management System and coincide with the development of the Programme and overall Northland Polytechnic Business Plans for the ensuing year.

Workload planning shall include approved TTH, Attendant Duties, Relevant Workload Factors, approved leave and approved Professional Development. Notwithstanding the above, some adjustment may be required during the academic year to take account of factors such as enrolments, sick and other approved leave, unforeseen circumstances and changing organisational priorities.

- 1.2 When the work plan has been negotiated, and in the event of planned total workload (approved TTH, Attendant Duties & Relevant Workload Factors) exceeding the available duty hours, a review shall be undertaken by the Line Manager at the request of and in consultation with the ASM, in order to reduce total workload accordingly. This review is to be undertaken in the following order, until total planned workload can be accommodated within the available duty hours:

- 1.2.1 Relevant Workload Factors

- 1.2.2 Attendant Duties

- 1.2.3 Approved TTH

- 1.3 Academic Staff Members shall be consulted prior to any adjustment to the work plan, to the extent appropriate in the particular circumstances.

- 1.4 The Line Manager, in conjunction with the Academic Staff Member, shall maintain the workload planning tool, to accurately reflect agreed changes throughout the academic year.

- 1.5 Workloads shall be monitored and maintained by means of regular Academic Staff Member / Line Manager contact as part of the Performance Management System as well as through the Workload Planning tool.
- 1.6 The Human Resources function will undertake random sampling of Workload Plans in order to both ensure compliance with the requirement to accurately maintain them throughout the academic year and to identify training needs in this respect.

2.0 Workload Framework

- 2.1 This framework is intended to be used between the Line Manager and Academic Staff Member when discussing and negotiating equitable, reasonable and safe annual total workload.
- 2.2 For Academic Staff Members on probation reference should be made to clause 3.2.3 (f)
- 2.3 While workload expectations shall take into account all aspects of workload during the establishment process, an agreed workload conversely carries the requirement that all associated activity for that workload shall be carried out / undertaken.

3.0 Workload Review

- 3.1 Any issues arising from an Academic Staff Member's work planning and workload shall, in the first instance, be dealt with between the Academic Staff Member and their immediate Line Manager with a view to resolving the concerns. This shall include reviewing the recent history, current work planning and work load against this policy, procedures and guidelines and relevant Employment Agreement (where applicable). Advice and support may be requested from the Human Resources Department, the Academic Member of Staff's Union or other colleagues. Where possible, resolutions of the issues shall be reached in consultation with the Academic Staff Member.
- 3.2 The Academic Staff Member may be required to record their work activities for a period of time (i.e. 1-2 weeks) to assist with the resolution process.
- 3.3 Workload issues shall be managed in a timely manner as agreed with the Academic Staff Member and others involved.
- 3.4 Where work related stress is diagnosed by a Medical Practitioner appropriate support and processes shall be initiated by the line manager, with advice from Human Resources and the Health & Safety Adviser. The Academic Staff Member may also self-refer to appropriate services.

4.0 Appeals

- 4.1 If a work planning and/or work load issue remains unresolved after the above review process has been undertaken a written appeal may be made to the appropriate Director.
- 4.2 That Director shall hear the issues and actions taken to date before considering the workload provisions in this collective agreement, other workloads within the Polytechnic and any other relevant factors. Advice and support may be requested from the Human Resources Department, the Academic Staff Member's Union and/or other colleagues. The Director shall review the work planning and workload and consider all or any of the following aspects:
 - 4.2.1 Workload expectations are consistent with this collective agreement and any associated policy.

4.2.2 Workload allocation given for agreed significant workload factors in relation to the Workload Framework.

4.2.3 Comparison of workload to that of other Tutors within the Faculty.

4.2.4 Resource allocation made to the Programme Area.

4.2.5 Any other relevant factors

4.2 The Director may liaise with other people, including a subcommittee of the Agreement Monitoring Committee as required, to gather any additional information and opinion deemed necessary prior to responding to the Academic Staff Member with their findings and decision.

4.3 The Director's decision in this respect is final. However an academic staff member retains their right to seek recourse to the decision as per the procedures outlined in Schedule E: Procedures for Resolution of Employment Relationship Problems

4.4 Workloads shall be managed in a timely manner as agreed with the Academic Staff Member and others involved.

5.0 Stress Management

5.1 All employment contains elements which cause stress. The institute acknowledges that at times levels of work-related stress can increase to undesirable levels. This is affected both by the size and nature of the tasks an Academic Staff Member is allocated and the way they choose to do them. Therefore both the employer and the individual have a responsibility to adopt strategies to minimise stress. The institute aims to do this at three levels:

5.2 Primary Prevention: preventing problems from happening

5.2.1 Consider the amount of work and way that work is organised.

5.2.2 Promote health and fitness.

The work planning model contained herein shall contribute to prevention of stress. Stress management training shall be made available to Academic Staff Members as an ongoing generic training activity. Ongoing strategies to promote health and fitness shall be explored and implemented.

5.3 Secondary Prevention: preventing problems from getting worse

The process of regular review in this policy should provide an opportunity for identification of problems. Managers and Academic Staff Members need to provide early warning of problems to their Manager for the best chance of resolution.

5.4 Tertiary Prevention

Access to support services for Academic Staff Members experiencing acute work related stress may be arranged through Human Resources.

6.0 Planning Tool Overview

The electronic Academic Workload Planner is a tool designed to assist with the planning, measuring and reporting of 'Total Workload' in conjunction with part 5, this schedule and Schedule D of this agreement. The system is designed to automate a number of calculations in order to minimise the amount of manual input by ASMs and provide a summary of planned activity for the academic year. This summary will support discussions between Programme Leaders and ASMs in agreeing overall workloads.

For the purposes of work planning and determining workload the following information and calculation shall be used:

- ASM's individual employment details (terms and conditions and details of appointment), and proposed teaching plan
- ASM's duties split into:
 - Category 'A' Teaching and Coordination duties
 - Category 'B' Activities directly related to teaching
 - Category 'C' All other activity not included in 'A' & 'B'
- A summary section will summarise the surplus or shortfall of hours based on the values input versus the net duty hours available.

The agreed version of the electronic workload planner template will be provided to, and held by, the NorthTec TEU Branch President. The electronic Academic Workload Planners will be stored, and current copies maintained, in an appropriate place which is accessible to all academic staff members (ASMs). The agreed version cannot be changed without prior agreement between the parties.

Employment details and proposed teaching plan information

Field	Considerations/ Guidelines
Name	ASM's Name
Position	Either ASM, SASM or PASM
Date of plan	Date the plan was last amended by agreement.
Probation	Yes or No field if the ASM is on probation
Employment details	For each employment agreement the contracted duty hours and number of weeks, allowing for the calculation of annual duty hours (duty hours per week times number of weeks).
Qualification	If the paper/course/module contributes to a qualification, the names of each qualification the ASM teaches on.
Paper/Course/Module	The names of each Paper/Course/Module the ASM teaches on.
Location	The names of each location the ASM will teach each Paper/Course/Module.
Semester	The semester for each Paper/Course/Module.
Planned TTH	The Planned TTH should be completed to reflect current work practice, as far as can be established, and when determining appropriate planned TTH. Variances to the pre-populated Programme Approval Document prescribed hours can be considered.
Planned Clinical TTH	The Planned Clinical TTH should be completed to reflect current work practice, as far as can be established, and when determining appropriate planned clinical TTH. Variances to the pre-populated Programme Approval Document prescribed hours can be considered
PAD TTH	The Programme Approval Document TTH for the delivery of the Paper/Course/Module the ASM teachers on.
PAD Clinical TTH	The Programme Approval Document Clinical TTH for the delivery of the Paper/Course/Module the ASM teachers on.
Level	If the paper/course/module has an NZQA level then the NZQA level for each paper/course/module the ASM teaches on.
Credits	If the paper/course/module has credits, the number of credits for each Paper/Course/Module the ASM teaches on
Annual Leave	The annual leave entitlement of the ASM over the duration of the plan
Statutory and institute holidays	The ASM's entitlement to Statutory and institute holidays over the duration of the plan
Professional Development Time	The agreed professional development time over the duration of the plan.
Other agreed leave	Other agreed leave (which you may not be aware of at the planning stage) should generally be entered at the time the absence occurs, unless this has been agreed in advance. Other agreed leave includes sick leave (which should be entered retrospectively), special leave, bereavement leave, maternity leave etc.
Comments	The plan shall include a comments text box.

Category A Duties

Student Numbers	The number of students for each Paper/Course/Module the ASM teaches on.
Approved Tutorials	The number of hours for 'Approved Tutorials' is that agreed between the Line Manager and the ASM. Reference should be made to the appropriate Director in case of need. Consideration should be given to what tutorial hours are required to effectively teach the paper / qualification and what is desirable.
Approved Management/ Coordination	This is likely to only apply to Programme Leaders who also undertake teaching duties (and complete a workload plan)

Category B Duties

Category B Workload Item	Considerations/ Guidelines
Assessments / marking undertaken outside of 'Contact / TTH' Time	<ul style="list-style-type: none"> - Exclude assessments undertaken within class time - Consider / estimate likely student numbers. - Guideline of between 10 & 45 minutes per assessment per student dependant on the complexity level of assignment / level of course being delivered.
Teaching delivery preparation (inc routine review, update & development of course content & material)	<ul style="list-style-type: none"> - A significant factor to consider here is the familiarity of the Tutor with the material being delivered, the experience of the teacher and the time taken to undertake selected reading, preparation of course materials and re/development of assessments / marking schedules etc. - Repeat delivery guideline - between 15 (certificate) & 45 minutes (degree) per 1 hour delivery - 1st time delivery guideline - up to 1.5 hours preparation per 1 hour delivery - For level 1-3 courses of study also consider the time needed to administer numeracy and literacy testing – a guideline time allowance is 15 minutes per student.
Monitoring student placements	<ul style="list-style-type: none"> - Generally only applicable to those Tutors supporting the Modern Apprenticeship programmes – guidelines time allocation of 10 hours per student
Non tutorial student support	<ul style="list-style-type: none"> - Exclude approved tutorials - Consider forecasted student volumes / previous experience. Guideline of up to 30 minutes per student per annum
Additional travel – teaching in remote locations	<ul style="list-style-type: none"> - Exclude travel time to the 'normal' place of work - Consider what additional travel in work time that will be required
Student recruitment	<ul style="list-style-type: none"> - This will depend on the level of involvement a Tutor has with marketing and interviewing / enrolling students.
Review, update & develop course content & material (non routine)	<ul style="list-style-type: none"> - Do not include routine updates and revisions (which should be included in teaching delivery preparation time (above). - Typically relevant to new course development / substantial re-writes

Category C Duties

Category C Workload Item	Considerations / Guidelines
Academic Board responsibilities	Relevant to ASMs who are members of Academic Board only (including sub-committees). Guideline of up to 2 hours per meeting.
Approved Coordination	Consider the specific demands of the role and the level of involvement in formal coordination. This does not apply to individuals coordinating courses/papers that only they are teaching.
Approved TEU responsibilities (Branch Executive)	TEU members only Enter number of contractually approved Duty Hours (available from HR)
Bicultural practices	E.g. Powhiri & Noho Marae Specific guidance notes are contained within Schedule D and the Academic Workload Policy with regard to Noho Marae. Guideline of up to 5 hours per annum For Maori staff this may be greater as they are asked to support departments or other staff in bicultural practices.
General Administration	Include Portal usage, inputting into A+, maintaining awareness of institutional policy, administrative duties related to self-assessment procedures and general information, general institute meetings not captured elsewhere. Guideline of 100 hours per annum (FTE)
Health & Safety responsibilities	Primarily relates to those staff with H&S, Fire Warden or Anti Harassment Contact / Mediator roles. Include time for training, meetings & resulting actions
Internal and external consultancy	Providing specialist subject matter support and guidance to other areas of the NorthTec organisation. Consider known / likely request and agree appropriate time allocation on a case by case basis
Maintain currency within the industry and/or discipline	Exclude activity to be undertaken as part of Professional Development Include Teaching / technology skills, sector awareness, departmental workshops, reflection on practices & professional supervision Guideline of 20 hours per annum (FTE)
Meetings (including all staff meetings and staff conference)	Guideline of 30 hours per annum (FTE) Adjust as necessary
Mentoring	Consider level of formal support provided to less experienced colleagues Guideline of 20-40 hours per annum per new inductee mentored
Moderation (internal)	– Guideline of between 3 & 6 hours per course which includes the preparation of material for external moderation and internal moderation.
Moderation (External)	– Consider the specific demands of the role and the level of involvement in external moderation – guideline of up to 16 hours per annum
Performance Management	– Guideline of 6 hours per annum in order to prepare for / meet with Line Manager to agree / review performance objectives and workload plan
Special Projects	– Free format line for any planned activity not covered elsewhere in the planner. Such special projects include SAEER not covered in Category B: Teaching delivery preparation (inc routine review, update & development of course content & material) and marketing not covered in Category B: Student recruitment
Approved Research	– Enter the number of hours agreed by the Research Committee

TIME ALLOWANCE FOR NOHO MARAE and OVERNIGHT TRIPS**1.0 Definitions**

- *Noho Marae Reo Rumaki*
Total Immersion and occurs once per year
- *Noho Marae*
Approved activity involving teaching duties based on a Marae and out of normal duty hours
- *Over Night Field Trip*
Approved off-campus activity involving teaching duties or approved activity out of normal duty hours.

2.0 Principles and Guidelines

- 2.1 Noho Marae is regarded as an experiential learning process for all students involved.
- 2.2 In the Noho Marae Reo Rumaki situation, Timetabled Hours (approved TTH) will be counted as any time that tutors formally teach a class as if the teaching was taking place on campus and duty hours will be agreed between the tutor and the employer prior to the Noho Marae Reo Rumaki.
- 2.4 For 'Noho Marae' and 'Over Night Field Trips'. Approved TTH will be planned instruction sessions during these experiences and duty hours negotiated with employer.
- 2.5 It is recognised that this collective agreement contains limits on duty hours and that all duty should cease by 9.00 p.m. In the Noho Marae Reo Rumaki situation all formal instruction will cease when participants retire for the night. For overnight Field trips the expectation is that any evening tutorial activities will be concluded by 9.00 p.m. in accordance with the duty hour provisions.
- 2.6 Where the tutor commences work at their normal starting time on the first day of Noho marae or field trip, each day that involves an overnight stay should count as 14 duty hours. This allows for some hourly compensation for any pastoral care or emergency duty that may arise during any 11 hour break required under clause 5.4 (b) (iii) of this collective agreement.
- 2.7 This may lead to a tutor reaching the maximum weekly duty hours permitted within the first three or four working days of the week.
- 2.8 When this occurs the tutor shall be released from duty for the remaining days of the week.
- 2.9 Where that, because of timetabling or other legitimate reasons such release is not able to be approved, the tutor is by negotiation, to be enabled to have reduced work weeks allocated to ensure that their total duty hours in the four weekly period commencing at the date of the Noho Marae or Field Trip does not exceed the maximum permitted.

Procedure for Resolution of Employment Relationship Problems as per the Employment Relations Act

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

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

What is an employment relationship problem?

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

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

Listed below are examples of employment relationship problems:

- you think you have been treated unfairly;
- a personal grievance;
- a breach of your employment agreement;
- a dispute over the interpretation, application or operation of your employment agreement;
- unfair bargaining for an individual employment agreement;
- a question about whether you are an employee or an independent contractor;
- a disagreement about arrears of wages or holiday pay, etc;
- your not being allowed to attend union meetings or take employment related education leave;
- or
- you get a warning, or are dismissed.

Who can help you with an employment relationship problem?

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

1. Within your Workplace

- Your manager/supervisor or their manager;
- Your Human Resources personnel.
- Your local TEU representatives:
 - Eric Stone, Branch President NorthTec extension 3692
 - Chan Dixon
TEU Auckland Office
(09) 815 8029 or 027 442 4809

2. Outside your Workplace

- The Department of Labour (“Department”) offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem.
- You can contact the Department on:
0800 20 90 20
- TEU – National Office
0800 278 348
teu@teu.ac.nz
- A lawyer.

What is a Personal Grievance?

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

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

What can you do if you have a Personal Grievance?

- To raise a personal grievance, you should make us aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless:
- we consent to you raising the personal grievance after 90 days; or
- you successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.
- you have three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

Mediation Services

If we cannot resolve your employment relationship problem between us then either or both of us may request help from the Department.

The Department provides mediation services which may include:

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

Problem Not Resolved at Mediation

If we cannot resolve the problem at mediation you can refer it to the Employment Relations Authority or the Employment Court .

