

# SOUTHERN INSTITUTE OF TECHNOLOGY



## TUTORIAL STAFF COLLECTIVE AGREEMENT



**TERTIARY EDUCATION UNION**  
Te Hautū Kahurangi o Aotearoa

**TERTIARY EDUCATION UNION**  
Te Hautū Kahurangi o Aotearoa  
01 September 2015 – 31 August 2017

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## **PART 1 COVERAGE, APPLICATION OF COLLECTIVE AGREEMENT AND DEFINITIONS**

### **1.1 Parties**

This Collective Agreement shall be binding on:

- Southern Institute of Technology (the employer) and;
- TEU Te Hautū Kahurangi o Aotearoa (the union)

### **1.2 Coverage**

This Collective Agreement will cover all academic staff who are members of TEU and are employed by Southern Institute of Technology on a permanent/tenured/fixed term/limited tenure/proportional/part-time basis, who do a combination of the following, teach or directly assist with programme delivery material, student assessment and educational pastoral care. The Agreement excludes staff appointed to positions of seniority as defined in Section 74D of the State Sector Act 1988.

### **1.3 Application of Collective Agreement**

- (a) When a person is appointed to a position where the work to be done comes within the coverage clause of this Collective Agreement the employer will:
  - (i) inform the employee that this Collective Agreement exists and covers the work to be done by the employee; and
  - (ii) give the employee a copy of the Collective Agreement; and
  - (iii) inform the employee that he/she may join TEU, which is a party to this Collective Agreement; and
  - (iv) inform the employee how to contact TEU; and
  - (v) inform the employee that if the employee joins TEU, the employee will be bound by the Collective Agreement
- (b) During the first 30 days of employment the terms and conditions will be the terms and conditions in this Collective Agreement.
- (c) If the employee agrees, the employer will inform TEU within five working days that the employee has accepted employment with the employer.

### **1.4 Term of Collective Agreement**

This Collective Agreement takes effect on 01 September 2015 and expires on 31 August 2017.

### **1.5 Variation of Collective Agreement**

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

## **1.6 Recognition of Union Authority**

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

## **1.7 Application of the Provisions of this Collective Agreement**

The provisions of this Collective Agreement will apply to all employees as defined by the coverage clause unless specified otherwise by the particular provision.

## **1.8 Inadvertent Omission**

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

## **1.9 Definitions**

### **1.9.1 Teaching Staff**

means any person employed in an academic position covered by this Agreement.

### **1.9.2 Proportional Staff**

means a teaching staff member employed for a specific fraction of a full-time position.

### **1.9.3 Part-Time Staff**

means an untenured teaching staff member who is paid on an hourly rate basis.

### **1.9.4 Tutorial Assistant**

means a person employed to assist the learning process under the supervision and direction of teaching staff. The actual work performed by tutorial assistants will be those tasks the teaching staff deem appropriate to delegate, provided that the day to day learning and teaching programmes, the assessment of students, learning outcomes, and any development of course and curriculum content, remain the responsibility of the teaching.

### **1.9.5 Clinical Teaching**

means off-campus health teaching involving patient care.

### **1.9.6 Service**

means continuous service at any Polytechnic or any amount of relevant service agreed at the time of appointment or the amount of service accrued by existing staff members at the date of the signing of this Agreement.

- (i) Continuous service for the purposes outlined above includes all periods of paid leave and would not be broken by, but would not include all periods of:
  - approved leave without pay
  - breaks of not more than three months between employment within the polytechnic service
- ii) Continuous part-time service for the polytechnic currently employing the staff member, shall be aggregated as full-time equivalent service on a pro-rata basis.

- 1.9.7 **Research**  
is as defined by the New Zealand Qualifications Authority as at the date at which this Agreement comes into force for the purposes of the approval and accreditation of programmes leading to qualifications and includes specified institutional policy.
- 1.9.8 **Polytechnic**  
has the same meaning as defined in the Education Act of 1989 and its subsequent amendments and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of employer. For the purposes of this CA the polytechnic also means the CEO as the employing party.
- 1.9.9 **Duty**  
refers to any time, when teaching staff may be required by the employer to be on duty at the polytechnic or at another location.
- 1.9.10 **Review**  
means the process of enquiry involving full consultation with the parties.
- 1.9.11 **Timetabled Teaching Hour**  
in relation to any teaching staff member or Tutorial Assistant means a period of one hour spent in class instruction and/or includes any hour of structured learning activity for a class for which the teaching staff member is responsible.
- 1.9.12 **Reasonable**  
a reasonable workload is an overall quantum of work that could fairly be expected of a person with appropriate qualifications and teaching experience.
- 1.9.13 **Equitable**  
an equitable workload is an overall quantum of work that is comparable with teaching staff working with a safe workload in a similar situation.
- 1.9.14 **Safe**  
a safe workload is an overall quantum of work that does not in itself create dysfunctional stress in a teaching staff member.
- 1.9.15 **Policies and Procedures**  
refer to policies and procedures as per clause 5.2

## **1.10 Categories of Appointment**

- 1.10.1 Teaching staff and Tutorial Assistants may be appointed according to the following categories:
- 1.10.2 On a tenured basis as follows:
- (a) full-time;
  - (b) proportional, for not less than 0.3 and not more than 0.8 of a full-time position;
  - (c) other positions - where the proportionality of a position is altered by agreement between the employer and the employee the incumbent will have automatic right to the position provided that if initiated by the employer the local branch of TEU will be notified. (Clause 3.6 may apply)

1.10.3 (a) On a limited tenure basis as follows:

- (i) full-time for a specified period of time;
  - (ii) proportional, for not less than 0.3 and not more than 0.8 of a full-time position, for a specified period of time.
  - (iii) where a limited tenure appointment is made for the purposes of teaching a full years programme, that appointment shall be made for a period of not less than twelve months.
  - (iv) The employer shall use all best endeavours to provide a reasonable preparation period prior to commencement and conclusion of teaching that is commensurate with the length and nature of the engagement.
- (b) Limited tenured appointments made under the conditions below b(i) – b(iv) will not as such imply any expectation of ongoing employment.
- (i) to fill a vacancy occasioned by the resignation, retirement or death of a tenured teaching staff member pending the advertisement and subsequent appointment of a replacement teaching staff member;
  - (ii) to relieve for a tenured teaching staff member on approved leave;
  - (iii) to trial new courses for a period not exceeding two years;
  - (iv) to undertake specific and finite projects or tasks for a period not exceeding two years.

## 1.11 Special Conditions

### 1.11.1 Part-time (relieving/casual staff)

Part-time appointments will not imply any expectation of on-going employment or attract redundancy provisions. Such appointments are covered by sections 1, 2, 5, 6, 7, and 8 of this document only.

Part-time appointments will be made for:

- (a) relieving until a permanent appointment is made; or
- (b) relieving for a teaching staff member on leave; or
- (c) to trial new courses for a period not exceeding two years; or
- (d) to undertake specific or finite tasks; where the Institution will ensure that any such appointments will be:
  - (i) for periods of less than six weeks; or
  - (ii) for no more than 0.5 of an equivalent full-time teaching staff member for periods longer than six weeks.

Minor variations will not alter part-time status.

1.11.2 Two weeks' notice will be given by either party in the event of termination or resignation.

- 1.11.3 Sick leave and annual leave will be payable to a part-time staff member employed continuously for a period of six months or more as provided by the Holidays Act 2003 and its subsequent amendments.
- 1.11.4 Payment will be made for statutory holidays where the teaching staff member would normally have been working.
- 1.11.5 Because the nature and range of work differs depending on the type of course, subject and changing delivery systems, the work load will be established by a supervisor to ensure that it is reasonable, equitable and safe and falls within current work load and work load parameters.

## **1.12. Remuneration Translation**

In translation to this Agreement no teaching staff member will have existing remuneration reduced.

## **PART 2 SOUTHERN INSTITUTE OF TECHNOLOGY'S OBLIGATIONS**

### **2.1 Southern Institute of Technology Responsibilities**

- 2.1.1 The Southern Institute of Technology undertakes that in all its dealings with teaching staff it shall act as a good employer.
- 2.1.2 Southern Institute of Technology recognises that compliance with the principle of being a good employer requires equal employment opportunities and policies and procedures that provide for:
- (a) good and safe working conditions; and
  - (b) the impartial selection of suitably qualified persons for appointment: Where any appointment is to a tenured position or limited tenure position of more than one year, the position will be publicly advertised; and
  - (c) the aims and aspirations of the Māori people; and
  - (d) the employment requirements of the Māori people; and
  - (e) the need for greater involvement of the Māori people as teaching staff of Southern Institute of Technology; and
  - (f) opportunities for the enhancement of the abilities of individual teaching staff; and
  - (g) recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
  - (h) recognition of the employment requirements of women; and
  - (i) recognition of the employment requirements of persons with disabilities.
- 2.1.3 Southern Institute of Technology shall implement equal employment opportunity policies which provide for recruitment, terms of employment, conditions of work, remuneration and benefits and opportunities for training, promotion and transfer.

TEU staff input will be sought in developing, implementing and monitoring these policies.

## **2.2 Indemnity**

Southern Institute of Technology will indemnify teaching staff against all actions, suits, prosecutions, claims and demands made or brought against Southern Institute of Technology or teaching staff by any third party relating to the performance by teaching staff of their obligations other than those arising out of misconduct by teaching staff members.

## **2.3 Deductions**

2.3.1 Southern Institute of Technology will make deductions and remittances from teaching staff members' salaries by agreement. No deduction shall be made unless authorised by the teaching staff member concerned or by statute, Court order or by the provisions of this Agreement.

2.3.2 The Institution shall arrange for the deduction of union subscriptions for all TEU members covered by this Collective Agreement except in cases agreed to between Southern Institute of Technology and the union.

2.3.3 The manner of deduction and of remittance shall be determined by agreement between the National Secretary of TEU and Southern Institute of Technology.

## **2.4 Advances and Overpayments**

2.4.1 Where a teaching staff member has taken leave in advance of it becoming due and the teaching staff member leaves before the entitlement has accrued, Southern Institute of Technology will deduct the leave in excess of entitlement from the teaching staff member's final pay.

2.4.2 When an overpayment of wages or any other entitlement occurs the teaching staff member must be notified in writing. The parties undertake to enter into, within four weeks, an agreed method of repayment, where such repayments are legally recoverable.

## **2.5 Expenses**

Southern Institute of Technology will reimburse teaching staff for actual and reasonable expenses incurred in the course of normal duties. Such expenses will be authorised in advance wherever practicable.

The parties agree that teaching staff should not have to incur personal costs as a result of the requirements of the Institution under the circumstances described in this part of this Agreement.

(a) When teaching staff are required to travel within New Zealand or overseas on official business, including attendance at conferences, accommodation and related expenses will be paid in accordance with the current, relevant Southern Institute of Technology Policy and Procedure. Claims may include an allowance of \$50.00 per night in return for hospitality where a teaching staff member stays privately.

(b) Transport allowances are payable where a teaching staff member is required to use their own vehicle in accordance with the current, relevant Southern Institute of Technology Policy and Procedure. Travel expenses will also be reimbursed when

teaching staff are required to travel from their agreed base to another site for teaching or administration purposes.

- (c) Other instances where actual and reasonable expenses will be reimbursed include:
  - (i) subscriptions to professional associations where membership is mandatory and also annual practising certificates or registrations where these are required to maintain mandatory memberships.
  - (ii) Loss or damage to personal property or clothing in the course of duty provided this is not the result of teaching staff's negligence or misconduct.
  - (iii) The cost of a modest meal up to \$20.50 where the agreed teaching and/or duty requirements span two meal breaks.
- (d) At the Institution's discretion expenses incurred in caring for dependents may be claimed where an away-from-home or other than routine employment requirement arises such that the teaching staff member cannot make alternative arrangements for the care of his/her dependents without incurring extra expenses.
- (e) In specific instances where programme development necessitates a teaching staff member upskilling, and this is identified as a practical option by the Institution, a minimum of 50% of course costs will be reimbursed.
- (f) Where Southern Institute of Technology requires any teaching staff to relocate either permanently or temporarily from their normal place of work, relocation expenses will be negotiated on an actual and reasonable basis.

## **2.6 Compassionate Grants**

In the event of a teaching staff member's death while employed at Southern Institute of Technology a compassionate grant equivalent to one months salary for each 10 years of completed service will be paid to the estate of the staff member.

## **PART 3 WORK – DEFINED**

### **3.1 Work**

3.1.1 Because the nature and range of work is so varied, and acknowledging the changing delivery mechanisms such as Competency Based Education and e-education, individual work is to be established by a manager, in consultation with the staff member and this is to be recorded on the Annual Plan. This applies whether or not there is a significant teaching component. Given the nature of the duties of the staff member, work will be reasonable, equitable and safe.

The work components are:

- (a) scheduled teaching and/or consulting duties; and
- (b) related teaching and off-site duties; and
- (c) professional development and/or research activities  
and may include
- (d) institutionally required administrative and professional duties.

Where annual work requirement includes institutionally required administrative and professional duties, the annual workload associated with (a) and (b) above will be reduced accordingly. A more detailed listing of elements that will, where they apply, be taken into account when establishing a teaching staff member's workload is:

• class size	• course development requirements
• assessment requirements	• student support requirements
• other specific demands of the teaching programme	• experience and skill level of the teaching staff member
• particular requirements related to open/distance learning e.g. e-education	• cultural requirements of Charter obligations
• EEdO/EEO obligations of the organisation	• the need for breaks from timetabled teaching throughout the year
• participation in research projects as appropriate	• study requirements and additional research involved in degree programmes
• training	• faculty/section aims and priorities
• ITO/NZQA requirements	• Institution directed qualification upgrading
• preparation for lessons	• routine administration and participation in institute processes
• student assessment	• 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	• development of new or significant redesigning of existing curriculum or curriculum material for a course or programme

- (e) In a situation where teaching staff are required to stay overnight on a Noho Marae visit or field trip, any time that teaching staff formally teach a class will be counted as timetabled teaching hours (TTH), as if that teaching was taking place on campus.

TTH will be counted as it is normally and duty time will be agreed between the teaching staff member and the HoF prior to the trip.

Where the visit is part of an approved programme the HoF shall designate the teaching staff member/s who will assume responsibility for it prior to the event occurring. Each teaching staff member so designated shall be allowed one day off for each completed 24 hour period spent at the Marae or field trip. Such time shall be allowed either immediately before or after the event.

- (f) Calculation of the workload for e-education and other flexible delivery must be equitable and include the processes of design, teaching and evaluation.

A joint working party will be established to develop a policy relating to workload for e-education and other flexible teaching within existing workload parameters.

- (g) Changes in a staff member's deployment, either in area of teaching or method of delivery should be made in consultation with the staff member and should reflect the staff member's strengths and abilities.
- 3.1.2 Training and development as provided in subclause 3.4 of this Agreement will be discussed with the individual staff member and included in the Annual Plan with respect to activity and timing.
  - 3.1.3 In any event no staff member will be required to teach on more than 185 days or more than 825 hours in any year with no more than 300 hours in any quarter abated by any leave days. The 825 hours may include, in varying proportions, the functions of a Learning Manager and teaching staff member. For proportional teaching staff the maximum teaching hours in any quarter shall normally be no greater than 36 percent of a teaching staff member's annual timetabled teaching hours. The maximum teaching hours for a Tutorial Assistant will be 1,000.
  - 3.1.4 The maximum teaching hours for a teaching staff member with less than one year of full time teaching experience shall be 742.5 (0.9 x 825). Any teaching staff member who has less than one year of full time teaching experience shall have their Annual Plan agreed taking into account their individual induction and training needs. The Annual Staff Development/Appraisal for such a teaching staff member must include a written report of their progress.
  - 3.1.5 Workload Review Committee
    - (a) A Workload Review Committee shall be established to deal with concerns related to the quantum of workload unable to be resolved within the faculty.
    - (b) The Workload Review Committee shall consist of four people being a nominee of the CEO, a nominee of the Section Head/HoF concerned, a nominee of TEU and a nominee of the teaching staff member(s) concerned.
    - (c) A separate voting chairperson may be appointed.

- (d) The Workload Review Committee will be required to take into account appropriate contractual provisions in its deliberations, and consider submissions from teaching staff member(s) about workload and or workload issue.
- (e) The Workload Review Committee shall be constituted as set out in subclause 3.1.5 (b), where:
  - (i) Committee discussions are without prejudice and in confidence.
  - (ii) Invitations may be extended to other parties to advise the committee in its deliberations.
  - (iii) The committee will determine the frequency and length of meetings.
  - (iv) The parties shall negotiate a report back date. Such report to contain a finding where possible and/or recommendations for resolving the workload issue.
  - (v) The initial submission will be in writing. The committee may seek further oral and written submissions.
  - (vi) All submissions will be given full and thorough consideration by the Committee.
- (f) The Final Report of the Committee will be provided to the parties.
- (g) In making a determination in respect of that teaching staff member(s) workload, the committee will attempt to resolve the issue through discussion with the parties concerned.
- (h) In the event of the initial concern not being resolved by this process, the CEO shall review the matter and make a final decision.

### 3.1.6 Workload Policy and Procedure

A joint SIT and TEU short life working party will be established with a view to developing and implementing a mutually agreeable Workload Policy. At this time the Workload Review Committee clause 3.1.5 shall be reviewed to ensure consistency with the Workload Policy.

## 3.2 Hours of Work

The parties acknowledge the professional responsibility of teaching staff members to discharge the obligations of the position subject to:

### 3.2.1 Weekly Duty Hours

- (a) No teaching staff member shall undertake more than 36 hours of duty in any one week; and, unless the staff member agrees or any conditions of employment agreed to at the time of their appointment otherwise specify, the staff member shall not be required to be on duty for more than 34 hours in any one week. However staff members engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year.

- (b) Subject to subclauses (i) and (ii) of this subclause, a teaching staff member may be required to undertake duty between the hours of 8.00 am and 9.30 pm, Monday to Friday inclusive, provided that:
  - (i) A teaching staff member may not be required to undertake duty for more than a total of eight hours a week after 5.00 pm or on more than two nights each week.
  - (ii) A teaching staff member may agree to undertake duties after 5.00 pm in excess of those prescribed in (a) above.
- (c) A teaching staff member may agree to undertake duties at weekends.
- (d) A teaching staff member shall not undertake duty on more than five consecutive days.
- (e) Where a teaching staff member completes the maximum weekly duty hours in less than five days the remaining days shall be regarded as duty days even though no duty shall be required of them.

### 3.2.2 Daily Duty Hours

- (a) Subject to subclauses (b) and (c) of this clause, except for field trips or approved off-campus teaching duties, a teaching staff member shall not be required to be on duty for more than eight hours continuously in any one day.
- (b) A teaching staff member is entitled to a meal break of not less than thirty minutes and not more than one hour in each period of five hours of continuous duty.
- (c) A teaching staff member shall not undertake duty within eleven hours of completing duty on the previous day.

### 3.2.3 Conditions Governing Variation of Hours of Work

Notwithstanding subclauses 3.2.1 and 3.2.2 a teaching staff member may agree to work outside the weekly duty hours, clock hours and daily duty hours provided for in subclauses 3.2.1 and 3.2.2 where he/she is engaged in special projects or overseas travel provided that the teaching staff member shall be entitled to an agreed compensatory period of time off in lieu.

### 3.2.4 Proportional Teaching Staff and Tutorial Assistants

The maximum duty hours and timetabled teaching maxima for a proportional staff member or tutorial assistant shall be a predetermined proportion, specified in the position description and confirmed in the letter of appointment, of the maximum duty hours and timetabled teaching maxima for a full-time staff member. Such proportion will not be less than 0.3 or more than 0.8.

## 3.3 Annual Plan

- 3.3.1 The annual plan will be 52 weeks with all leave (including annual, statutory and teaching staff discretionary leave) and work arrangements, training, professional development, curriculum writing and research incorporated. This plan should be lodged by 28 March each year but may be subject to revision should operational or workload circumstances change.

### **3.4 Training and Development**

#### **3.4.1 Initial Training**

Teaching staff who have no previous relevant teaching experience will be required to undertake study towards the qualification provided by SIT or an equivalent qualification. Prior Learning will be recognised. Training in adult teaching is available and appropriate adjustments will be made to this requirement where the appointment is other than a tenured position. In meeting this requirement:

- (a) In each of the first two years the Institution will support a newly appointed teaching staff member requiring training by a reduction in workload equivalent to the core units of 80 teaching hours and up to 120 teaching hours where practicable.
- (b) Recognition of Prior Learning assessments will be available to teaching staff.
- (c) Timing of training will have regard to the operational requirements of Southern Institute of Technology.
- (d) An accurate individual record of both initial and further training undertaken by teaching staff will be maintained by Southern Institute of Technology.
- (e) In each of their first two years of appointment teaching staff may be required to use up to five days Professional Development Leave for initial training.
- (f) Teaching staff will receive training in the use of new technology where they are required to use such technology and will receive appropriate technical support.
- (g) Teaching staff will receive professional development in effective on-line teaching when required to engage in such teaching.

#### **3.4.2 Staff Development/Appraisal Process**

- (a) All teaching staff and managers at Southern Institute of Technology will participate in an annual staff development/appraisal process.
- (b) Managers will make all reasonable efforts to ensure that individual training and development needs identified by this process are met and may include directed Professional Development as prescribed in subclause 3.4.5 of this Agreement.
- (c) Any teaching staff member who is dissatisfied with the outcome of her/his appraisal will have the right to request Southern Institute of Technology to undertake a review of that outcome.

#### **3.4.3 Professional Development**

Teaching staff shall be allocated 10 duty days for approved development activities in each full year for which they are employed (with pro-rata reductions for less than a full years service) provided:

- (a) the teaching staff member submits a proposed programme of development activities which account for this time or its equivalent;

- (b) Southern Institute of Technology approves such programme, but such approval shall not be unreasonably withheld;
  - (c) reasonable notice is given of proposed activities, and the timing of the programme is made with due regard to Southern Institute of Technology's operational requirements.
- 3.4.4 Provided that the requirements of subclause 3.4.3 of this clause are met the following activities shall be approved as part of a programme:
- (a) attending staff development or training programmes sponsored or run by Southern Institute of Technology.
  - (b) attending work related conferences.
  - (c) undertaking work related study.
- 3.4.5 If, in the opinion of Southern Institute of Technology, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the teaching staff member may be required to undertake such duties as Southern Institute of Technology directs.
- 3.4.6 Southern Institute of Technology may allocate a grant of up to \$1,250.00 towards actual and reasonable expenses. In specific instances where programme delivery necessitates a teaching staff member to upskill, and this is identified as a practical option by the Institute a minimum of 50% of course costs will be reimbursed.
- 3.4.7 Professional development days may be accumulated in special circumstances according to any conditions which may be agreed between Southern Institute of Technology and the teaching staff member.
- 3.4.8 Details of professional development activities to be undertaken by teaching staff will be recorded.
- 3.4.9 Any staff being required to change mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.
- 3.4.10 Professional development opportunities will be provided to ensure transition into e-education is informed by relevant e-education literature, pedagogy and standards of good practice.

### **3.5 Resignation/Termination**

- 3.5.1 Teaching staff shall give or receive at least two months notice of termination of employment, unless Southern Institute of Technology and the teaching staff member concerned mutually agree upon some other period of notice.
- 3.5.2 Southern Institute of Technology may, with the agreement of the teaching staff member, approve the early completion or cessation of employment of a teaching staff member on medical grounds in accordance with the current, relevant, Southern Institute of Technology Policy and Procedure.
- 3.5.3 The policy and procedures for dealing with disciplinary matters are outlined in Southern Institute of Technology's Code of Conduct as included in the Policy and Procedure Manual as referred to in clause 5.2 of this Agreement.

### 3.6 Reviews

The provisions of this clause shall apply to all formal reviews that could lead to a potential surplus staffing situation.

- 3.6.1 Prior to any review commencing, the Chief Executive will notify the National Secretary of TEU of the intention to commence a review and will liaise with TEU Te Hautū Kahurangi o Aotearoa to establish an agreed timeframe for the consultation process to be undertaken.
- 3.6.2 The employer will ensure that any potential group/section of affected staff are clearly identified.
- 3.6.3 The employer will identify the reason for the review and this will be communicated in writing to the National Secretary and to any employees likely to be affected.
- 3.6.4 The employer will discuss with TEU the extent of the review process and timeframe. Where it is clear that a possible surplus staffing situation will affect only one position, the process as outlined below need not apply.
- 3.6.5 In the event that two or more staff are affected, TEU and the staff affected will be involved in a full evaluation of the review before any final decisions are made.
- 3.6.6 A period of 20 to 28 working days consultation period will be provided to allow TEU and employees to prepare individual or collective submissions which will be considered by the employer before making a final decision. The consultation period may be varied by mutual consent.
- 3.6.7 The local Branch Chairperson of TEU Te Hautū Kahurangi o Aotearoa and the TEU National Secretary will be provided with all information that for the purposes of this clause will assist in determining the need for any organisational change and/or where there are potential surpluses of staff.
- 3.6.8 Where a surplus staffing situation has been identified, the range of available options will include:
- **attrition**, where there is natural reduction through non-replacement of staff;
  - **re-deployment**, in another area of the Institute's operations, on existing salary or as may otherwise be agreed between the employer and the staff member;
  - **retraining**, on terms and conditions to be agreed between the employer and the staff member
  - **voluntary severance**, with due regard to the operational requirements of the Institute.

Where the above options are inappropriate to discharging the surplus, severance will be made available.

- 3.6.9 In the event of redundancy, teaching staff shall be given two months notice of the termination of this Agreement in accordance with the provisions of subclause 3.5.1. Southern Institute of Technology may agree to a lesser period of notice provided that the equivalent salary is paid to the affected staff member for the balance of the two month period.

- 3.6.10 A staff member whose position has been made redundant shall be compensated for the loss of employment on the basis of 12% of current salary for the first completed year of service, and 4% for each subsequent completed year of service to a maximum of 19 years. Part-time work prior to tenured or limited tenure employment shall generate service in this instance at the rate of 825 hours being regarded as one year. Amounts less than 825 teaching hours for part-time or less than a full year for tenured or limited tenure staff will be calculated on a pro-rata basis.
- 3.6.11 Southern Institute of Technology will also provide support for staff members if their positions become redundant, in the form of time off to attend interviews and the provision of reasonable counselling services to assist with preparation for seeking new positions. A reference will be made available and every assistance to find new employment will be given.
- 3.6.12 In the event that a staff member whose position becomes redundant is offered another position within Southern Institute of Technology which is comparable in terms of location, proportionality, duties and remuneration, the redundancy compensation provisions of this clause shall not apply.
- 3.6.13 Staff members may be deployed to a new position at the same or lower salary within the institution. The following conditions will apply:
- i) where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the staff member at the rate paid in the old position at the time of redeployment.
  - ii) The salary is preserved in the following way:  
an on-going allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- 3.6.14 The parties agree to consider voluntary or partial redundancy as options where either of these could be appropriate.
- 3.6.15 These provisions will apply to a staff member on leave.
- 3.6.16 (a) "Service" for the purposes of this clause is as defined in Section 1.9.6; except that for staff employed prior to 1 April 1988, service also includes other relevant Government service.

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, specialising 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 cooperation 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 1 April 1988.
- (b) All service recognised under subclause 3.6.15 (a) 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.

### 3.6.16 Technical Redundancy

Where an employee's employment is being terminated by the Institute by reason only of the sale or transfer of the whole or part of its business, nothing in this Agreement or any other Agreement shall require the Institute to pay compensation for redundancy to the employee if:

- (a) The person or organisation acquiring the business, or part being sold or transferred:
  - (i) has offered the employee employment in the business or part being sold or transferred in the same capacity;
  - (ii) or employment in a different capacity which the employee is willing to accept which may have different terms and conditions. In the case of lesser terms and conditions redeployment as defined by clause 3.6.8 will apply; 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;
  - (i) recognition of existing service
  - (ii) any service related and redundancy conditions; AND
  - (iii) any conditions relating to superannuation under the employment being terminated.

### 3.6.17 Employee Protection/Transfer of Undertakings/Mergers

- (a) Introduction  
In any case of restructuring, as defined in the Employment Relations Amendment Act (no 2) 2004, where it is proposed that the business (or part of it) is to be sold contracted out, the employer will notify TEU and the employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.
- (b) Definitions  
For the purposes of these provisions "affected employee" "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004. "Employer" shall mean the original employer party to this Collective Agreement.
- (c) Consultation  
These employee protection provisions are to be read in conjunction with the surplus staffing, consultation and restructuring provisions of this Agreement. When consulting, the employer will provide TEU with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

(d) Terms of Employment

In the course of negotiating a sale or purchase agreement or a contract for services, the employer will endeavour to obtain employment of employees with the new employer on the same or substantially similar terms and conditions of employment.

If the proposed new employer is a party to a collective agreement that covers the work to be done by affected employees, the employer will negotiate with the proposed new employer for affected employees' length of service to be recognised for the purposes of service-related entitlements and for employees to be offered the more favourable of the terms and conditions of the agreement which is already in place; or the terms and conditions of this Agreement. An agreement as to alternative Collective Agreement arrangements will not be unreasonably withheld.

(e) New Employment Opportunities

The employer will subsequently advise TEU and employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities. The employer will also advise employees of their right to accept or decline to transfer to the new employer.

(f) Implications for redundancy compensation of election to transfer

Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer. Any subsequent redundancy from the new employer would include recognition of service with the employer.

## **PART 4 LEAVE AND HOLIDAYS**

### **4.1 Public Holidays**

#### 4.1.1 Public holidays will be

New Year's Day	The day after New Year's Day
Christmas Day	Boxing Day
Good Friday	Easter Monday
Easter Tuesday	Anzac Day
The Sovereign's birthday observance	Waitangi Day
Anniversary Day	Labour Day

From 01 January 2014, Anzac Day and Waitangi Day will be 'Mondayised' if they fall on a Saturday or Sunday.

#### 4.1.2 Holidays Falling During Leave or Time Off

##### (a) Leave on Pay

Where a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay a staff member is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave after the staff member has ceased work prior to leaving Southern Institute of Technology, unless the staff member has worked at any time during the fortnight ending on the day on which the holiday is observed.

##### (b) Leave Without Pay

A staff member will not be entitled to payment for a public holiday falling during a period of leave without pay, unless the staff member has worked at any time during the fortnight ending on the day the holiday is observed.

##### (c) Leave on Reduced Pay

Where a holiday falls during a period of leave on reduced pay the staff member will be paid at a rate in accordance with the reduced rate of pay.

### **4.2 Annual Leave**

4.2.1 Teaching staff are entitled to five weeks paid leave in each year to be taken in periods of not less than one day at a time. Teaching staff are entitled to take four weeks leave in one block.

4.2.2 The timing of annual leave shall have regard to the operational requirements of the institution, provided that such timing shall not prevent teaching staff taking the leave entitlement in the current leave year.

4.2.3 Annual leave must be taken in the due year. However, in exceptional circumstances a teaching staff member may apply for approval to carry forward leave of up to 10 working days for up to one year.

4.2.4 The leave year is from 01 February - 31 January.

#### 4.2.5 Leave of Absence to Count as Days and Half-Days

For any teaching staff member absence for any session (being a morning, afternoon or evening session) in one day shall count as absence for one half-day but absence for two or more sessions in one day shall count as absence for one day.

4.2.6 If the employee is required to work on a public holiday, payment for the public holiday will be made at time and a half the employee's ordinary rate of pay. If the employee works on a public holiday and that is a day that the employee would normally work then the employee is also entitled to a paid day in lieu (a day off that can be taken at a later date that both parties agree to).

### 4.3 Discretionary Leave

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

For teaching staff with short service discretionary leave will be calculated on a pro-rata basis.

### 4.4 Special Leave

NOTE: The special leave provisions in this section incorporate, and are in excess of, the statutory provision for special leave in the Holidays Act 1981.

#### 4.4.1 Sick Leave

- (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.
- (b) All employees appointed on or after 31 May 1999 will be entitled to 10 days on appointment.
- (c) The employee's entitlement will then be increased by five days every six months thereafter. After 46 increments of five days have been made, the increments will cease and the total entitlement will remain at 240 days less the total amount of sick leave with pay that the employee has already taken.

- (d) Staff as at 01 September 2009 who have accrued a sick leave entitlement greater than 240 days shall retain those additional accrued days until used.
- (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 their entitlement in anticipation of future entitlements.
- (g) When sickness or injury occurs during annual leave the employer may, at its discretion, permit the period of incapacity to be debited against sick leave. Any application must be supported by a medical certificate.

#### 4.4.2 Extra Ordinary Sick Leave

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

- (a) Epidemic Disease  
When an epidemic declared by the appropriate Health Authority occurs, the sick leave of teaching staff who contract the disease will be treated as extra ordinary.
- (b) Notifiable Infectious Diseases  
When a teaching staff member 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 institution, leave will be treated as extra ordinary.

Where ACC declines to accept liability for illness claimed to be directly attributable to working conditions the employer may approve the disregarding of sick leave subject to a second opinion from a doctor or specialist nominated by the Institution.

#### 4.4.3 Domestic Leave

- (a) A teaching staff member's sick leave entitlement may be used by that staff member in an emergency to care for a dependent.
- (b) Southern Institute of Technology reserves the right to request appropriate documentation to support all leave requests.

#### 4.4.4 Bereavement Leave

- (a) Teaching staff shall be granted special bereavement leave on pay to discharge any obligation and/or pay respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or particular cultural requirements such as attendance at all or part of a Tangihanga or its equivalent. The length of such leave granted by Southern Institute of Technology shall be determined in a culturally sensitive manner.
- (b) If a bereavement occurs while a teaching staff member is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be

interrupted and bereavement leave granted in terms of this clause. This provision will not apply if the staff member is on leave without pay.

#### **4.5 ACC leave**

4.5.1 In the event of any accident the current, relevant Southern Institute of Technology Policy and Procedure will apply.

#### **4.6 Parental Leave**

Parental leave may be taken by both women and men following the birth or legal adoption of a child under five years of age as long as the combined period of leave is no more than twelve months. Parental leave is also available to employees intending to adopt a child under five years by whāngai placement. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

##### **Notice required to take parental leave**

- (a) An employee intending to take parental leave is required to give at least three months notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner or midwife certifying the expected date of delivery. The notice must state the date on which the leave will commence and include the duration of leave sought. It should also indicate whether one parent or both will be taking the leave.
- (b) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one months notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner or midwife, or if determined by the employer that the woman is unable to work safely or adequately because of her pregnancy.
- (c) An employee intending to either legally adopt or whāngai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. In the case of adoption, the requirement of one months notice does not apply.

##### **Duration of leave**

The length of entitlement to parental leave is:

- (a) For an employee with 12 months or more service, 12 months parental leave from the date of taking parental leave or the date of assuming responsibility;
- (b) For an employee with less than 12 months service, the entitlement is six months parental leave from the date of taking parental leave or the date of assuming responsibility, but up to six months additional leave may be granted at the discretion of the employer.

##### **Return to work**

An employee must give the employer at least one months notice of intention to return to work before parental leave expires. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return to work early shall be granted.

Should an employee wish to return to work early for other personal reasons agreement shall not be unreasonably withheld.

An employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.

The Institution will give due consideration to an employee's request for a reduction of hours for a period of time to be negotiated with the employee after the return from a period of parental leave.

Where it is agreed between employer and employee for an early return to work from the amount of leave applied for, and the woman is breastfeeding, reasonable time will be given for breastfeeding around scheduled teaching responsibilities, for the initial period of parental leave applied for.

### **Sick leave during pregnancy**

Periods of illness, during pregnancy, which are directly related to the pregnancy, prior to cessation of duties, may at the discretion of the employer be charged against the employee's sick leave entitlement, provided that a medical certificate supports such claim. Parental leave is not to be granted as sick leave, with or without pay.

### **Annual leave**

Existing annual leave entitlements can be paid out at the beginning of parental leave or may be held over and taken when the employee returns to work. Notification of how an employee wishes annual leave to be dealt with should be included in the application for parental leave.

### **Paid parental leave**

Paid parental leave is only available to employees who assume sole responsibility for the care of the newly born or adopted child/children.

Where an employee is entitled to parental leave as above, the first six weeks of parental leave shall be paid at the substantive salary. Such paid leave is available to employees from the commencement of parental leave for a period of six weeks.

An employee who has, because of pregnancy, temporarily reduced proportionality prior to leave, will be paid the six weeks leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.

Where an employee elects to resign because of birth/adoption, such resignation will be deemed to take effect six weeks after the employee's last day of duty and parental leave shall be paid during this period.

If, for any portion of the parental leave period, the rate of salary payable is later the subject of a retrospective increase, a sum representing the applicable weekly increase shall be paid to the employee on application.

If both partners are employed at the institution and are eligible for paid leave, they are entitled to six weeks paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.

## **Paternity Leave**

Paternity leave is unpaid leave which is available to a staff member who is a partner of a pregnant woman, or adoptive mother, if he intends to share care of the child. This leave may be taken at any time during the six week span beginning 21 days before the expected date of delivery or adoption, and ending 21 days after the actual date of delivery.

## **4.7 Jury/Witness Leave**

4.7.1 Where teaching staff are obliged to undertake jury service or to appear as witnesses, they will be allowed paid leave, provided that any Court fees they receive are paid to Southern Institute of Technology. Teaching staff may retain expenses paid by the Court.

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

## **4.8 Other Leave Provisions**

4.8.1 Southern Institute of Technology may grant special leave with or without pay, on such terms and conditions as Southern Institute of Technology decides for a variety of reasons such as own or close family marriage, important family or cultural occasion, representative sports/cultural teams, tutor exchange, qualification up grading etc.

4.8.2 The Institution shall grant leave on full pay to a teaching staff member who is required to attend, as a member of or in a formal capacity, a statutory authority meeting.

## **PART 5 JOINT OBLIGATIONS**

### **5.1 Resolution of Employment Relationship Problems**

The Southern Institute of Technology and TEU have agreed on the following procedure to resolve any employment relationship problems.

- (1) Employment Relationship problems include:
  - (a) A personal grievance: (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
  - (b) A dispute: (about the interpretation, application or operation of an employment agreement).
  - (c) Any other problem relating to or arising out of an employee's employment relationship with Southern Institute of Technology except matters relating to the fixing of new terms and conditions.
  - (d) An employee has the right to seek support and assistance of TEU or to seek information from the Department of Labour Mediation Service at any time.
- (2) If an employee believes there is a problem with their employment relationship with Southern Institute of Technology they should tell their manager, either personally or through TEU as soon as practicable.
  - (a) that there is a problem and the details of the problem or dispute; and
  - (b) why they are feeling aggrieved; and
  - (c) what solution they seek to resolve the grievance, dispute or problem.
- (3) If for any reason an employee feels unable to raise the matter with their manager, other suggested contacts are:
  - Head of Faculty
  - Human Resources Manager
  - Chief Executive Officer
- (4) In the case of a personal grievance, an employee must raise the matter with the employer within 90 days of the grievance occurring or coming to their notice, whichever is the later. A written submission is preferable but not necessary.
- (5) The employee, with their support person or representative and Southern Institute of Technology shall meet to discuss and attempt in good faith to resolve the employment relationship problem.
- (6) Where the employment relationship problem is not resolved by the parties in discussions, the employer or the employee may, without undue delay, seek the assistance of the mediation service of the Department of Labour.
- (7) Both parties must cooperate with the Mediation Service in a further effort to resolve the problem.

- (8) The employee and Southern Institute of Technology acknowledge that the service provided by the Mediation Service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
- (9) Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.
- (10) If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.
- (11) If either party is dissatisfied with the determination of the Employment Relations Authority it may appeal the Employment Relations Authority's determination to the Employment Court.

## **5.2 Policies and Procedures**

All references to SIT's Policy and Procedures Manual are to current Policy and Procedures. SIT undertakes not to vary existing policies or add new policies that impact upon employees' terms and conditions of employment without consulting and with a view to reaching agreement with the parties within a realistic timeframe. In any case where agreement has not been reached between the parties, SIT may implement such policies as are necessary to ensure the viable operation of the Institution.

If in their application any conflict arises between these policies and the Collective Agreement prevailing at the time of their formulation, then the provisions of this Collective Agreement shall prevail until such time as the policies are reviewed and revised.

## **5.3 Health and Safety in the Workplace**

- 5.3.1 Southern Institute of Technology shall undertake having particular regard to the provisions of the Health and Safety in Employment Act 2003, all practicable steps to ensure that the workplace is safe and non-threatening to the health of employees, students or other persons who may visit Southern Institute of Technology's facilities.
- 5.3.2 In recognition of this responsibility Southern Institute of Technology will establish processes:
  - (a) which identify and seek to eliminate hazards;
  - (b) which protect teaching staff and others from hazards which cannot be eliminated;
  - (c) which provide timely and appropriate information about hazards; and
  - (d) which ensure teaching staff are trained and supervised to recognise and cope with safety issues in the workplace.
- 5.3.3 Teaching staff members who are elected to the Health and Safety Committee shall receive an annual TTH abatement of 20 hours.
- 5.3.4 Southern Institute of Technology will ensure that teaching staff are consulted in the development of the procedures in subclause 5.3.2 above, and in the development of procedures to deal with or react to emergencies or imminent dangers.

- 5.3.5 Teaching staff undertake to report all incidents where health and safety are threatened. They also undertake that neither through action or inaction will they create a danger to the health and safety of colleagues, students or other people in Southern Institute of Technology's facilities. Any responsibility of the employee, however does not negate the principle responsibility of the employer.
- 5.3.6 Southern Institute of Technology undertakes to provide protective equipment and clothing as set out in the Institution's Policy and Procedure Manual. Eye screening for users of VDU equipment will also be provided as set out in accordance with the current, relevant Southern Institute of Technology Policy and Procedures.

## **PART 6 REMUNERATION**

### **6.1 Remuneration**

6.1.1 Initial salaries will be set by Southern Institute of Technology taking into account:

- relevant work and practical experience
- qualifications
- teaching experience
- recruitment and retention.

6.1.2 The minimum starting salary for a full-time teaching staff member shall be step T1/01. Automatic annual increments shall be paid until step 9 subject to satisfactory annual performance. Progression from T1/09 is dependent upon the staff member attaining a Certificate in Tertiary Teaching (Level 5 60 credits) or equivalent.

To achieve equivalency a staff member must provide evidence of having attained a minimum of:

- Completion of Tutor Training as provided by Christchurch Polytechnic, Central Institute of Technology and Auckland Institute of Technology.
- National Certificate in Adult Teaching.

Other programmes may be recognised by being assessed through the RPL process.

This is not applicable to staff employed prior to 01 September 2003 who will receive automatic annual increments until the top of the scale, subject to satisfactory annual performance.

No tutor shall be precluded from completing the compulsory requirements for the Certificate in Adult Teaching because of teaching commitments within the first two years of employment. The employer shall also use best endeavours to ensure compulsory courses will not be cancelled. The employer shall arrange for suitable replacement staff to cover these periods as required.

6.1.3 The annual salary review process shall be implemented in June each year and shall be undertaken according to SIT's Remuneration Progression Document (19 March 2004) which is available on SIT's intranet.

This document should be read in association with Factors Characterising T1, T2 and T3 Teaching Staff (19 March 2004) which is also available on SIT's intranet.

All applications will be made on the forms Remuneration Progression, Accelerated Movement within T1, Movement to T2 and Remuneration Progression, Movement within T2/T3 Movement to T3. The forms will be made available on line for all staff during the remuneration progression period.

For the term of this Collective Agreement a minimum of 20% per year of people at the top of T1 shall be promoted to T2 thereafter a minimum of 10% per year shall be promoted.

Training for all academic staff on the policies and procedure for academic promotions and progression will be provided in December 2007 and thereafter in January of each year.

- 6.1.4 Proportional teaching staff will be paid the proportion of the full-time salary as defined in their letter of appointment.
- 6.1.5 Part-time teaching staff and tutorial assistants will be paid an hourly rate set out in the following scales. Part-time rates and workload will reflect the rate of pay received by a full-time teaching staff member undertaking the same or similar duties. Part-time teaching staff will be paid for any teaching and non-teaching duties agreed at the time of appointment.
- 6.1.6 Teaching staff with special supervisory responsibilities will be paid a specific annual sum not less than \$1,000.00 and no more than 20% of a teaching staff member's base salary. Such allowance shall be confirmed in writing. The allowance will be subject to annual review and will be terminated by the Institution by giving one months notice in writing.
- 6.1.7 Teaching staff acting in a higher capacity will be paid an increase in accordance with the current, relevant Southern Institute of Technology Policy and Procedure.
- 6.1.8 Salaries will be paid fortnightly by direct credit to a bank account on receipt of the appropriate written authority from teaching staff members. Standard daily pay will be 1/260.714 of the annual salary.
- 6.1.9 On resignation, payment will be made for outstanding annual and/or discretionary leave owing.
- 6.1.10 Payment for holiday periods may combine more than one pay period.

6.1.11 Salary Scales

	From 2 September 2015		From 31 August 2016	
	Full time salary	Hourly	Full time salary	Hourly
	+\$1,000		+\$1,000	
<b>TUTORIAL ASSISTANT</b>				
<b>TA01</b>	34,978	23.70	35,978	24.38
<b>TA02</b>	36,578	24.78	37,578	25.46
<b>TA03</b>	38,180	25.87	39,180	26.54
<b>TA04</b>	39,525	26.78	40,525	27.46
<b>TA05</b>	41,383	28.04	42,383	28.71
<b>TA06</b>	42,981	29.12	43,981	29.80
<b>TA07</b>	44,583	30.21	45,583	30.88
<b>TEACHING STAFF 1</b>				
<b>T1/01</b>	49,417	33.48	50,417	34.16
<b>T1/02</b>	52,280	35.42	53,280	36.10
<b>T1/03</b>	54,359	36.83	55,359	37.51
<b>T1/04</b>	56,442	38.24	57,442	38.92
<b>T1/05</b>	58,522	39.65	59,522	40.33
<b>T1/06</b>	60,605	41.06	61,605	41.74
<b>T1/07</b>	62,685	42.47	63,685	43.15
<b>T1/08</b>	64,767	43.88	65,767	44.56
<b>T1/09</b>	66,847	45.29	67,847	45.97
<b>T1/10</b>	68,930	46.70	69,930	47.38
<b>T1/11</b>	71,011	48.11	72,011	48.79
<b>TEACHING STAFF 2</b>				
<b>Minimum</b>	73,040		74,040	
<b>Maximum</b>	85,244		86,244	
<b>TEACHING STAFF 3</b>				
<b>Minimum</b>	72,936		73,936	
<b>Maximum</b>	92,348		93,348	

## **PART 7 GENERAL**

### **7.1 General**

#### **7.1.1 Teaching Staff Rights and Responsibilities**

As professionals staff members accept their obligation to perform the duties in accordance with the provisions of clause 3.2 of this Agreement and in accordance with an agreed code of conduct which clearly establishes both their rights and responsibilities as an employee of Southern Institute of Technology.

#### **7.1.2 Union Information**

Southern Institute of Technology undertakes to provide the local branch of TEU with the names of new staff who at the time of appointment have elected to become party to this Agreement.

#### **7.1.3 Union Meetings**

Subject to the Employment Relations Act 2000:

- (a) Subject to subclauses (b) to (e) the employer shall allow every union member to attend at least two union meetings (each of a maximum of two hours duration) in each calendar year.
- (b) TEU shall give the employer at least 14 days notice of the date and time of any meeting to which sub clause (a) applies.
- (c) TEU shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting to which sub clause (a) applies, including where appropriate, an arrangement for sufficient TEU members to remain available during the meeting to enable the employer's operations to continue.
- (d) TEU will endeavour to ensure that the time of the proposed stopwork meeting will be set by negotiation between Southern Institute of Technology and the union.
- (e) Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- (f) TEU shall supply the employer with a list of members who attended the meeting and shall advise the employer of the duration of the meeting.

#### **7.1.4 Access to Premises**

- (a) Designated officers, branch representatives or any authorised salaried representative of TEU may, with the agreement of Southern Institute of Technology, be given access to the workplace or workplaces concerned for the purpose of obtaining authority to represent employees.
- (b) Designated officers, branch representatives or any authorised salaried representative of TEU may, once TEU is authorised to represent any employee of this Institution, enter those premises at any reasonable time when the employees are employed to work on the premises.

## **7.2 Leave for TEU Business**

At the beginning of each year the parties will negotiate a number of leave days for TEU representatives to conduct TEU business either on or off site.

## **7.3 Academic Freedom**

Attention is drawn to the Education Act 1990. The provisions of this Act insofar as they relate to employees should apply including Section 161 on Academic Freedom.

## **7.4 Salary Profile**

A profile of salaries paid to teaching staff under this Agreement will be made available to TEU annually on request. The profile will list salaries paid to teaching staff 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 8 AGREEMENT**

### **8.1 Agreement**

8.1.1 This Agreement shall incorporate all terms implied by operation of law or incorporated by statute or otherwise except as expressly and lawfully modified in this Agreement.

8.1.2 This Agreement shall replace all previous collective agreements between the parties.

Signed: \_\_\_\_\_  
on behalf of Southern Institute of Technology

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
National Industrial Officer  
on behalf of the Tertiary Education Union  
TEU Te Hautū Kahurangi o Aotearoa

Date: \_\_\_\_\_