



**Wintec**

WAIKATO INSTITUTE OF TECHNOLOGY  
Te Kuratini o Waikato



TERTIARY EDUCATION UNION  
Te Hautū Kahurangi o Aotearoa

**Waikato Institute of Technology  
ACADEMIC STAFF  
Collective Agreement**

**1 March 2015 to 28 February 2017**

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## **Part 1 - Coverage and Application of the Agreement**

### **1.1 Parties**

The parties to this agreement are:

The Chief Executive, Wintec (“Wintec”)

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 Wintec whose work comes within the coverage clause.

This collective agreement covers employees employed by Wintec in either permanent, fixed term, 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.

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.

Specifically excluded are employees who hold any of the following positions: Dean, Associate Dean, Head of School/Head of Department/Centre, Associate Head of School/Associate Head of Department and Team Manager.

### **1.3 Application of the Terms and Conditions of the Agreement**

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 Wintec, Wintec will inform the employee:

- (a) that this collective agreement exists and covers the work to be done by the employee; and
- (b) that he/she may join TEU, and how to contact TEU; and
- (c) that if he/she joins TEU, he/she will be bound by this collective agreement; and
- (d) 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 TEU and any additional terms and conditions mutually agreed which are not inconsistent with this collective agreement; and

Wintec will give the employee a copy of this collective agreement and if the employee agrees, Wintec 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 who is no longer a member of TEU, or whose work no longer comes within the coverage clause, or who is no longer an employee of Wintec, 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 accordance with 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 Agreement**

This collective agreement takes effect on 01 March 2015 and expires on 28 February 2017.

### **1.7 Recognition of the Union Authority**

Wintec 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 Wintec to develop policies in order to manage the organisation. Except as otherwise provided in this agreement, where policies are inconsistent with the provisions of this agreement, the agreement will prevail.

**1.10 Consultation**

Wintec will consult with the TEU branch about the employees' collective employment interests and in the development of policies affecting those interests. The parties agree to meet from time to time for the express purpose of discussing matters of concern or interest to TEU or Wintec.

## 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).

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

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

“Duty” refers to any time when an academic staff member is required by Wintec to be on duty at the campus 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.

“ERA” means the Employment Relations Act 2000.

“Non-Teaching Academic Position”/“Non-Teaching Academic Staff Member” means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule B.

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

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

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

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

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

“Service” means

- (a) continuous service in the employment of any New Zealand polytechnic, REAP community education centre or any organisation which is now a polytechnic or institute of technology, and
- (b) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
- (c) any other service Wintec agrees to recognise at the time of appointment.

Periods of continuous full-time service, or part-time service with Wintec or any of the following tertiary institutes: Northtec, Unitec, Whitirea, and Bay of Plenty Polytechnic are aggregated to the full-time equivalent service for the purposes of this definition.

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

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

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

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

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

## Part 3 - Terms of Appointment

### 3.1 Categories of Appointment

3.1.1 The categories of appointment are:

(a) Permanent - full-time or proportional

(b) Fixed term - full-time or proportional

Fixed term appointments are for a specified period of time. Where practicable, fixed term employees should be appointed to their position at least one week before starting their teaching duties. Where this is not possible, they will be paid an additional one week's salary per semester to compensate for preparation, marking and other relevant duties. The payment will be calculated on the basis of the employee's average weekly earnings for the semester and will be made with the last pay of each relevant semester.

The options under the surplus staff provisions will not apply at the conclusion of the specified time of employment when fixed term appointments have been made for the purpose of:

- (i) filling a vacancy pending an appointment
- (ii) relieving for a permanent 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.

(c) Hourly paid

Hourly paid appointments may be:

- (i) six weeks or less for any one engagement - on a part-time basis or
- (ii) longer than six weeks - when employed for hours which are less than 0.5 of full time in terms of clause 5.3 of this agreement.

An employee may continue to be classified as hourly paid if they exceed these criteria on an irregular basis only.

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

### 3.2 Appointment Procedures

3.2.1 Advertising of positions

New permanent and fixed term 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.

3.2.2 Changes to appointment

If the proportion of a position is changed by agreement between Wintec and the employee, the employee has the automatic right to the position. If the change is a reduction in proportionality initiated by Wintec then Part 10 Organisational Change will apply.

3.2.3 Equal opportunities

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

3.2.4 Probationary period

Employees appointed for the first time to a permanent or fixed term position may, but will not necessarily, be required to serve a probationary period of one year.

When determining whether a new employee should be required to undergo probation, Wintec will have regard to any relevant service at another tertiary institution.

Where the probationary period is more than six months, Wintec 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.

A probationary appointment may be terminated with one month's written notice by either party.

At the end of a satisfactory probationary period Wintec will confirm the appointment in writing. Should the employee's probationary period not be satisfactory, subject to the law of unjustified dismissal, Wintec may terminate the employee's employment.

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**

Permanent employment may be terminated with two months' written notice by either party. Fixed term or hourly paid employment may be terminated with two weeks' written notice by either party, or at the end of the specified period of employment. Where the employee gives written notice which is longer than the notice required, Wintec shall not be required to accept the longer notice period.

Wintec may elect to pay to the employee salary in lieu of notice for all or any part of the notice period.

Nothing in this clause will remove from Wintec the obligation to observe the principles set out in clause 3.4 (Disciplinary Procedures for Employees) prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.

An employee may be summarily dismissed for serious misconduct.

#### **3.3.2 Termination on medical grounds**

If as a result of medical grounds the employee is unable to perform the duties of the position, Wintec will:

- (a) consult with TEU on behalf of the employee
- (b) require the employee to undergo a medical examination with a medical practitioner chosen and paid for by Wintec, or if the employee wishes, two registered medical practitioners, one chosen by Wintec and the other by the employee
- (c) take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the employee, and apply one or a combination of the following options:
  - (i) no further action under this clause
  - (ii) redeployment
  - (iii) proportional employment
  - (iv) an agreed period of leave without pay up to one year
  - (v) terminate employment by giving two months' written notice. The employee will be entitled to remain in employment until their sick leave is used, or end their employment immediately and be paid all of their remaining sick leave.

### **3.4 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 Wintec.
- (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 Wintec of her/his right to request union assistance and/or representation at any stage.

In the case of serious misconduct Wintec may:

- (a) suspend with or without pay

- (b) place on other temporary duties
- (c) 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.

### **3.5 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 Salary Rates**

The salary rates are set out in Schedule A.

The appropriate salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to the Wintec Starting Salaries Policy.

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, and will not be entitled to receive back-pay.

### **4.2 Hourly Paid Positions**

When this involves timetabled teaching, an agreed loading of additional paid work of at least 0.2 per teaching hour is to be paid. In deciding this amount, Wintec will maintain an equitable workload which reflects that of full-time employees doing similar work.

### **4.3 Salary Progression**

#### **4.3.1 Increments**

ASMs and Tutorial Assistants will move one step after each year of service until reaching step 8. At step 8 the requirements of the Merit Bar (outlined below) must be met to move to step 9. Once at step 9, movement to each step will be after each year of service. A double or accelerated increment may be approved by Wintec for performance, ensuring internal relativity, or retention. The new increment date is from the date of the accelerated increment.

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

#### **4.3.2 Merit Bar**

To progress to step 9 an ASM will need to have:

- (a) completed 12 months on ASM step 8, and
- (b) used the professional development opportunities as per clause 7.2, and
- (c) completed tutor training as per clause 7.3.

Where an ASM has been prevented from achieving (b) and (c) by Wintec's failure to meet the requirements, these criteria will not apply.

#### **4.3.3 Appointment and progression to the SASM and PASM grades**

Appointment to the SASM and PASM grades will be on verification of the appropriate skills and attributes set out in Schedule B.

Progression through to the SASM or PASM grades will be by the annual promotion round process.

Verification will be carried out according to policy and procedures developed and reviewed in consultation with TEU.

An employee who progresses to the SASM grade will be entitled to a minimum payment of \$1,000;

Any increase within SASM will be no less than \$1,000. Where the difference between the salary of the employee and the top of the salary scale for the grade is less than \$1,000, the employee will be moved to the maximum of the grade.

An employee who progresses to the PASM grade will be entitled to a minimum payment of \$1,200.

### **4.4 Salary Allowances**

#### **4.4.1 Market allowance**

An allowance may be paid on an annual or ongoing basis to reflect difficulty in recruiting or retaining specific skills and/or experience. This allowance may be abated but not necessarily by salary increases, including incremental progression and promotion.

4.4.2 Acting higher duties allowance

An academic staff member who acts in a higher position, for at least five consecutive days, will be paid a higher duties allowance. Approved leave will neither count towards nor interrupt the qualifying period.

4.4.3 Special responsibilities allowance

An employee required by Wintec to undertake special responsibilities over and above those normally expected (as defined by Wintec) will be paid an allowance. This allowance will reflect the nature of the responsibilities and will be at least \$1,000 per year and no more than 20% of the employee's base salary.

The granting of the allowance will be confirmed in writing to the employee, and 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 ended by Wintec giving one month's notice in writing.

**4.5 Payments**

The employee's remuneration will be paid in equal fortnightly instalments to a New Zealand bank account nominated by the employee. When employment ends the employee will receive payment of any outstanding pay within five working days of the end of employment.

**4.6 Salary Profile within Wintec**

A profile of salaries paid to members under this agreement is to be made available to TEU annually. The profile will list salary rates, 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 Workload Principles

Wintec recognises the importance of setting equitable, reasonable, and safe workloads, both for the effectiveness of Wintec's operations and for the wellbeing of staff.

Work allocation will be through an open and clear process, based on sound principles and informed by appropriate quantitative measures.

Academic staff will be allocated a workload consistent with the following principles:

- 5.1.1 The workload must be equitable. Staff with comparable responsibilities should have similar workloads.
- 5.1.2 Total workload must be reasonable. The workload can be managed within the timeframes and deadlines set, and employees will be able to maintain a work-life balance, accepting that normal fluctuations will occur.
- 5.1.3 Total workload must be safe. Work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.
- 5.1.4 All aspects of workload being timetabled teaching hours and all attendant duties will be taken into account in the allocation of work, including:
  - preparation for lessons
  - routine administration and participation in Wintec 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
  - class size
  - course development requirements
  - assessment requirements
  - student support requirements
  - other demands of the teaching programme
  - experience and skill level of the staff member
  - particular requirements related to open/distance learning
  - 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
  - teaching across a range of courses/programmes
  - rapidly changing disciplines
  - post-graduate supervision

### 5.2 Timetabled Teaching Hours (TTH)

The following TTH maxima apply to full-time staff (see clause 5.4 for proportional staff). Within these maxima, TTH will vary in recognition of different teaching activities and other workload factors.

The maximum TTH per year (i.e. 1 February to 31 January) are:

- 825 for academic staff members
- 1000 for tutorial assistants
- 660 for probationary academic staff members

When an employee takes a day off for approved leave other than annual leave or discretionary leave the maximum TTH will be so reduced.

The maximum TTH per quarter (i.e. the year 1 February to 31 January divided into four equal periods) are:

- 300 for academic staff members
- 360 for tutorial assistants
- 240 for probationary academic staff members

When an employee takes a day off for approved professional development time, leave or a statutory holiday, the maximum TTH per quarter will reduce by:

- 4.5 per day for academic staff members
- 5.5 per day for tutorial assistants

Where programmes with exceptional timing factors cannot be accommodated within these quarterly maxima, alternative arrangements may be agreed in consultation with TEU.

Timetabled teaching for any employee will be spread over no more than 194 teaching days in the year.

For academic staff members with increased workload because of special responsibilities referred to in clause 4.4.3, Wintec will reduce the maximum timetabled teaching hours so that the staff member's workload is reasonable.

### **5.3 Hours of Work**

Work will be arranged in a way that will enable flexibility for Wintec and the employee and ensure a safe and reasonable workload.

The ordinary hours of work will be between 7.30am and 10.00pm, Monday to Saturday, for 37.5 hours per week, over five consecutive days. Staff will have a break of at least 11 hours between each day of duty.

An employee will be on duty for no more than eight hours in any day except when on field trips or approved off-campus teaching duties, or when travelling on official business when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day.

Work outside of these hours may be agreed by the employee and Wintec to fulfil the requirements of the position. Such agreement will not be unreasonably withheld and where any agreement has been made it will not be withdrawn by the employee before the completion of the course or programme.

Employees will have a meal break of not less than 30 minutes and not more than one hour after each period of five hours' continuous duty.

Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00am and 5.00pm in any year (1 February to 31 January).

### **5.4 Proportional Employees**

TTH and hours of work above will be reduced according to the proportion of full-time employment for a proportional employee.

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. If the 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

Further information about leave entitlements can be found in the Holidays Act 2003 (and subsequent amendments), from TEU, HR, or the Department of Labour.

### 6.1 Hourly Paid Employee Leave

Hourly paid employees are entitled to the minimum statutory leave entitlements provided in the Holidays Act 2003. Payment for statutory holidays will be made only if the employee would have worked the day as part of their normal timetable. The following leave provisions do not apply to hourly paid employees.

### 6.2 Application of Leave

For the purpose of calculating leave, the leave year will be 1 February to 31 January. Annual leave must be taken in full days. All other leave can be taken in half or full day portions.

### 6.3 Public and Wintec Holidays

Employees are entitled to the following public or Wintec holidays in addition to annual or discretionary leave:

Christmas Day

Boxing Day

New Year's Day

The day after New Year's Day

Waitangi Day (when this day falls on a day when Wintec would normally be open)

Good Friday

Easter Monday

Easter Tuesday (Wintec holiday)

Anzac Day (when this day falls on a day when Wintec would normally be open)

The Sovereign's birthday observance

Labour Day

The Anniversary Day of the province

If an employee is required to work on a public holiday the employee will be paid 'time and a half' for all hours worked. In addition, where the day would usually be a working day for the employee, the employee will be given a day's paid leave at a later date.

From 1 January 2014 the public holiday for Waitangi Day and ANZAC Day will be Mondayised when they fall on a Saturday or Sunday.

### 6.4 Annual Leave

Employees are entitled to five weeks of annual leave in each leave year, which should be taken in the year of entitlement. Annual leave in excess of four weeks that is not taken in the year of entitlement may be carried forward with the manager's prior written approval. If approval is not given, any leave in excess of four weeks will be forfeited.

The timing of annual leave will be determined having regard to operational requirements provided that the employee is not prevented from taking the leave entitlement in the current leave year. Employees are entitled to one block of leave of at least four weeks.

### 6.5 Calculation of Annual and Discretionary 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.

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

Employees with less than 12 months' full service in any one year will have leave calculated at 10% of the period worked, less any leave taken. Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

### 6.7 Sick Leave

#### 6.7.1 Sick leave entitlement

On appointment, employees are entitled to 10 days' sick leave.

Employees are entitled to five days' sick leave every six months. This may accumulate up to a maximum of 260 days. The increments will stop after 50 increments of five days have been made.

At all times an employee will be entitled to no less than five days' paid sick leave per year.

In exceptional circumstances Wintec may grant sick leave in excess of entitlement, in anticipation of future entitlements.

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.

Any public or Wintec holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.

Employees appointed before 2 March 1999: see Schedule D for additional terms.

#### 6.7.2. Extraordinary sick leave

Sick leave taken in the following circumstances (up to a total of two years while employed at Wintec) will not be taken off an employee's sick leave entitlement:

- (a) Epidemic Disease - When an employee contracts a disease declared epidemic by the appropriate health authority.
- (b) Notifiable Infectious Diseases - When an employee contracts an infectious disease or has been in contact with a sufferer diagnosed with an infectious disease, and is prevented by direction of the appropriate health authority from attending work.

Where ACC or Wintec's insurance declines to accept liability for illness directly attributable to working conditions, Wintec may approve extraordinary sick leave.

#### 6.7.3 Accident compensation

If a work-related accident affects an employee, the first week's pay will be covered by Wintec, and following this a combination of ACC and/or sick leave entitlement may be used.

If a non-work accident affects an employee, the first week will be covered by sick leave entitlement. Following this for a period of up to 26 weeks, a combination of ACC and/or sick leave entitlement may be used. When paid sick leave entitlement runs out, leave without pay will be granted.

#### 6.7.4 In cases of long term absence Wintec requires that the employee undergo a medical examination for the purposes of a second opinion with a medical practitioner nominated by the employer and arranged at the expense of Wintec.

A medical certificate certifying that the employee is fit to resume work may be required to return to work after a period of absence.

Where Wintec consider that an employee's performance may be impaired by a possible medical condition, Wintec may require an employee to undergo an examination by a registered medical practitioner nominated by Wintec. Wintec reserve the right to require a specialist medical practitioner examination and report, or a registered clinical psychologist examination and report if such an examination is recommended by a registered medical practitioner in specific cases. Should the employee be found unfit to perform their duties either fully or partially they may be placed on sick leave until cleared to return to work.

### 6.8 Bereavement/Tangihanga Leave

An employee will be granted bereavement/tangihanga leave on 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 will not apply if the employee is on leave without pay.

In granting bereavement/tangihanga leave Wintec will 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 (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.

If bereavement/tangihanga leave is not appropriate then annual leave or leave without pay will be granted.

## **6.9 Maternity Leave**

- 6.9.1 A permanent or fixed term employee appointed for more than 12 months, who is pregnant, is entitled to maternity leave (without pay) and protection of employment. Leave may start at any time during the pregnancy subject to the employee giving one month's notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- 6.9.2 A female employee with 12 months or more service (excluding any periods of college of education or university training) will be entitled to 12 months' leave from the date of birth.
- 6.9.3 A female 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 Wintec.
- 6.9.4 A female employee intending to legally adopt a child under the age of 12 months will be entitled, subject to satisfactory evidence, to maternity leave from the date of assuming responsibility for the child as if subclause 6.9.2 or 6.9.3 applied. The requirement of one month's notice does not apply.
- 6.9.5 For employees other than those above, including males, the provisions of the Parental Leave and Employment Protection Act 1987 (and subsequent amendments) will apply.

## **6.10 Maternity Grant**

A maternity grant equivalent to six weeks' full salary at the effective date of maternity leave commenced or of resignation will be paid to a female employee with 12 months or more service, on production of a birth certificate of the child (whether alive or still born), or adoption placement documentation. The full maternity grant will be paid regardless of whether an employee returns to work before the expiry of the six weeks' maternity leave.

## **6.11 Leave for Approved Statutory Authorities**

Wintec 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 at any of the following statutory authorities with the condition, where leave is granted, that any fees due to the employee from the authority will be paid to Wintec:

- (a) a polytechnic or institute of technology council
- (b) New Zealand 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.

## **6.12 Other Leave**

Special leave with or without pay, up to a period of two years, may be granted in the following circumstances. The decision to grant leave will be made in a culturally sensitive manner and approval will not be unreasonably withheld.

- (a) Cultural, community and sporting activities involving national or provincial representation.

- (b) Educational activities relating to an employee's work, noting that examination leave will be on full pay; and for recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved.
- (c) Upgrading qualifications at the request of Wintec.
- (d) Marriage of the employee.
- (e) Family reasons, including a seriously ill family member, marriage of a close relative, or other important family occasions.
- (f) Involvement in recognised civil defence and search and rescue activities.
- (g) Attendance at meetings of recognised local authorities as a member.
- (h) Attendance, as a duly appointed representative of TEU, at meetings of TEU (excluding employment relations leave under Part 7 of the ERA).
- (i) 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.

## **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 Wintec has a responsibility to ensure that employees receive timely and appropriate training and opportunities for professional development.

### **7.2 Professional Development Leave**

- 7.2.1 Permanent and fixed term staff are allocated 10 days for professional development (PD) annually, reduced on a pro rata basis for periods of employment of less than a full year.
- 7.2.2 Employees need to submit a proposed programme of development activities, giving reasonable notice, and timing will be negotiated with regard to operational requirements. Approval will not be unreasonably withheld.
- 7.2.3 Activities that will be approved, provided 7.2.2 applies, include participating in:
  - (a) staff development or training programmes sponsored or run by Wintec or TEU
  - (b) work-related conferences
  - (c) work-related study of not less than two weeks
  - (d) professional work related supervision.
- 7.2.4 Where a staff member undertakes approved PD in their own time, they will be allocated days at their discretion provided 7.2.2 applies.
- 7.2.5 If, in Wintec's opinion, a proposed programme of development is inappropriate, or if a proposal is not submitted, the employee may be required to undertake work directed by the manager for any part of the 10 days affected.
- 7.2.6 PD days may be accumulated according to any conditions which have been agreed by Wintec and the employee.

### **7.3 Initial Tutor Training**

Permanent staff will complete up to 12 weeks of recognised tutor training. Wintec may accept that an employee's prior training or experience fulfils all or part of this requirement. Up to five days of PD leave may be required in each of the first two years of employment for this purpose.

### **7.4 Professional Development Expenses**

As part of agreed development plan aligned to both School and business priorities, and with management approval, professional development expenses in any one academic year may be up to, but not necessarily limited to, 2% of salary.

## **Part 8 - Allowances, Expenses and Grants**

### **8.1 Reimbursements**

Wintec will reimburse employees for work-related expenses required by Wintec, in accordance with the following provisions and the Expense Claim and Reimbursement Policy.

Reimbursements will be made in full, provided an employee applies, for:

- (a) Subscriptions to professional associations where membership is compulsory.
- (b) Annual practicing certificates or registrations, where these are required, either as part of the job, or as a requirement of a compulsory professional association.
- (c) Loss or damage to personal property while carrying out work, when not due to the employee's negligence or misconduct, and provided that the payment is less than replacement cost.

### **8.2 Travel Allowance**

An employee required to travel within New Zealand will be paid:

- (a) an incidental allowance of \$8.31 increasing to \$8.42 from 01 March 2016 for each 24 hour period or part thereof
- (b) approved actual and reasonable accommodation costs, or an allowance of \$33.06 increasing to \$33.47 from 01 March 2016 per night when staying privately; meal costs, up to \$66.11 increasing to \$66.93 from 01 March 2016 for each 24 hour period or part thereof; and travel costs
- (c) for one visit home per month for an employee with dependants.

Where appropriate the employee will provide proof of payment.

### **8.3 Caring for Dependants**

Wintec may reimburse the actual and reasonable expenses of caring for dependants when an employee attends a course or is travelling for work, or is required to work abnormal hours, and alternative arrangements cannot be made without additional cost.

### **8.4 Meal Allowance**

When an employee's required hours of work span any two meal breaks, breakfast, lunch or dinner, the employee will be paid a meal allowance of \$13.86 increasing to \$14.04 from 01 March 2016.

### **8.5 Tea and Coffee**

Tea and coffee will be provided by Wintec.

### **8.6 Transport Allowance**

Employees required to use their own vehicle for Wintec business will be reimbursed 76c per kilometre, increasing to 77c per kilometre from 01 March 2016.

Employees will cover their own travel to and from work each day; provided that where the work base varies Wintec will pay any additional costs.

### **8.7 Relocation Expenses**

Relocation expenses, up to a maximum of \$25,000, will be paid where an employee's normal place of work within Wintec is moved out of the local area and the employee relocates within 12 months of the change.

Employees will be paid actual and reasonable costs of relocation as follows:

- (a) temporary accommodation pending acquisition of permanent accommodation, for up to three months
- (b) packaging, freight and storage of furniture and possessions
- (c) travel costs for immediate family and other dependant members of the household
- (d) legal fees and land agent's commission for the sale of the home and the purchase of a new home (home includes land purchased for the purpose of building a house)
- (e) any penalty attached to early repayment of the mortgage.

A payment towards relocation expenses may be made at the time of appointment.

#### **8.8 Compassionate Grant on Death of Employee**

On the death of a permanent employee, Wintec may pay to the next of kin (spouse or partner, or where there is no surviving spouse or partner, a nominated relative) for an employee with:

- (a) Over 10 years and under 20 years' service, one twelfth of the annual salary.
- (b) 20 years' service or more, one eighth of the annual salary.

## **Part 9 - Health, Safety and Wellbeing**

### **9.1 Working Conditions**

The good employer provisions of the State Sector Act 1988 and the Health and Safety in Employment Act 1992 and subsequent amendments relate to the working conditions of employees. Wintec will promote and encourage a culture of safe work practices which will include elected employee representatives; this will include Wintec's Health and Safety policies and procedures and comply with employer obligations to provide a healthy and safe work environment for all employees. Employees are expected to work and act at all times in ways that comply with employer requirements.

### **9.2 Principles of Safety and Wellbeing**

All employees are given the highest level of health and safety protection that is reasonably practicable. Where necessary suitable protective clothing, footwear, safety spectacles and equipment will be provided. Where a significant increase in risk because of the nature of their job is apparent consideration of immunisation and health monitoring, if appropriate will occur at Wintec's expense.

### **9.3 Uniforms**

Where an employee is required to wear a uniform, appropriate uniforms will be issued and will remain the property of Wintec. They will be replaced on a fair wear and tear basis. All uniforms soiled in the course of duty will be cleaned at Wintec's expense.

## **Part 10 - Organisational Change**

### **10.1 Intent**

Wintec 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 permanent employees, including those on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay, or secondment. They do not apply to employees who have reached the expiry of a fixed term appointment made in accordance with clause 3.1.1 (b) or to hourly paid employees.

### **10.3 Definition**

A surplus staffing situation exists when, as a result of identified factors, a position or an employee becomes superfluous or surplus to Wintec's requirements. No existing staff member will be displaced by the appointment of a Tutorial Assistant.

### **10.4 Procedures**

#### **10.4.1 Consultation**

The National Secretary of TEU, the Chairperson of the local branch of TEU and affected employees will be notified by Wintec of any reviews of organisational structure or function which may result in significant changes to either the structure, staffing or work practices affecting existing employees.

A minimum of one month will be provided to allow TEU and affected employees to make submissions which will be considered by Wintec before making a final decision. The parties may agree to a lesser period.

Wintec will take all practicable steps to provide relevant information requested by TEU.

Wintec will provide TEU 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, Wintec will advise the National Secretary of TEU, the chairperson 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 Wintec which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

The above options will continue to be available to employees declared surplus until the employee's 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 Wintec. 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 8.7.

### 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

Wintec may, following application from the employee, offer the option of retraining with financial assistance. The total cost to Wintec, 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 sub-clause is as defined in Part 2; except that for staff employed prior to 1 April 1988, service also includes other relevant Government service.

However, with effect from 1 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 institute 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, college 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 Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga
  - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teachers professional assistance
  - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (e.g. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer took place before or after 1 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 institute service, or one month within other service(s) approved under (b) above.

- (e) 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.

The payment to be made under this clause to an employee who is working temporarily reduced hours or who is on a period of leave without pay shall be calculated using the salary of the employee's substantive position for the preceding 12 months.

- (f) Outstanding annual and discretionary leave will be cashed up separately.

## **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 Wintec's operational requirements.

### **10.7.2 References**

Wintec 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.

## **10.8 Statutory Employee Protection Provision**

10.8.1 If Wintec enters into any contract or arrangement with any person ("the New Employer") under which the whole or part of Wintec's business is undertaken for Wintec by the new employer, or if Wintec sells or transfers the whole or part of its business to the new employer, Wintec 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 Wintec 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 Wintec'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 Wintec will be treated as continuous service with the new employer.

10.8.3 At the time of any such restructuring, Wintec 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.

## **10.9 Technical Redundancy Provision**

Where an employee's employment is being terminated by Wintec by reason only of the sale or transfer, including contracting out, of the whole or part of its business, nothing in this agreement or any other agreement shall require Wintec to make a severance payment to the employee if:

- (a) the person or organisation acquiring the business, or the part being sold or transferred:
  - (i) has offered the employee employment in the business, or the part being sold or transferred, AND
  - (ii) has agreed to treat service with Wintec 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, or no less favourable than the employee's conditions of employment, including:
  - (i) any service related and redundancy conditions, AND
  - (ii) any conditions relating to superannuation under the employment being terminated, AND
  
- (c) the offer of employment by the person or organisation acquiring the business, or the part being sold or transferred, is an offer to employ the employee in that business either:
  - (i) in the same capacity as that in which the employee was employed, OR
  - (ii) in a capacity that the employee is willing to accept.

## **Part 11 - Union Matters**

### **11.1 Union Information**

When requested in writing by the National Secretary of TEU, Wintec will, within one month, supply a list of names, addresses and designations of all employees bound by this agreement provided that the employee has given his/her consent for Wintec to do so. TEU will not make such requests at intervals shorter than six months.

TEU will advise Wintec as soon as is reasonably practicable when an employee joins TEU.

### **11.2 Deduction of Union Fees**

Wintec will deduct union subscriptions for all TEU members covered by this agreement except in cases agreed to between Wintec and TEU. The manner of deduction and remittance will be agreed between the National Secretary of TEU and Wintec.

### **11.3 Union Meetings**

Wintec 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 14 days' notice is given, and, wherever practicable, the time of the proposed stopwork meeting is set by negotiation between Wintec and TEU.

TEU will make arrangements with Wintec to ensure that Wintec's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient TEU members to remain available during the meeting to enable Wintec's operation to continue.

Work will resume as soon as practicable after the meeting. TEU will supply Wintec with a list of members who attended and will advise Wintec of the time the meeting finished.

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**

Wintec will recognise the TEU branch president as the union representative on site. Notice of the appointment of the chairperson will be given to Wintec in writing.

### **11.6 Leave for Union Business**

TEU and Wintec 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

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;
- you are 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 Advisor
  - Megan Morris  
TEU Hamilton Office  
07 838 4531 or 021 290 0385
  - TEU Auckland Office  
09 8158029
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.

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

## **Part 13 - Transitional Provisions**

### **13.1 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 rate within the ASM, SASM or PASM scale which the individual staff member is on as at 21 December 2011 and 21 December 2012. The market allowance will remain at its existing monetary level - it will not be abated.

## Schedule A - Salary Rates

### Schedule A1 Salary scale for all new employees

		16 April 2014	1.5% salary increase from 1 March 2015	1.25% increase from 01 March 2016
<b>Tutorial Assistants Step</b>				
1		32,371	32,857	33,267
2		34,031	34,541	34,973
3		35,690	36,225	36,678
4		37,351	37,911	38,385
5		39,012	39,597	40,092
6		40,670	41,280	41,796
7		42,331	42,966	43,503
8		43,989	44,649	45,207
<b>ASM Step</b>				
1		49,000	49,735	50,357
2		51,969	52,749	53,408
3		54,125	54,937	55,624
4		56,285	57,129	57,843
5		58,442	59,319	60,060
6		60,600	61,509	62,278
7		62,756	63,697	64,494
8		64,915	65,889	66,712
<b>MERIT BAR then new steps</b>				
9		67,072	68,078	68,929
10		69,231	70,269	71,148
11		71,605	72,679	73,588
<b>SASM Range</b>				
min		71,605	72,679	73,588
max		80,615	81,824	82,847
<b>PASM Range</b>				
min		73,962	75,071	76,010
max		93,919	95,328	96,519

Hourly paid ASM hourly rates

		16 April 2014	1.5% salary increase from 1 March 2015	1.25% from 01 March 2016
<b>ASM Step</b>				
1		28.5	28.93	29.29
2		30.24	30.69	31.08
3		31.48	31.95	32.35
4		32.73	33.22	33.64
5		33.99	34.50	34.93
6		35.25	35.78	36.23
7		36.51	37.06	37.52
8		37.76	38.33	38.81
<b>MERIT BAR then new steps</b>				
9		39.02	39.61	40.10
10		40.28	40.88	41.40
11		41.65	42.27	42.80
<b>SASM Range</b>				
min		41.65	42	43
max		46.89	48	48
<b>PASM Range</b>				
min		43.03	44	44
max		54.64	55	56

**Schedule A2**

Staff covered by previous MECA 01/11/2010 (and who exchanged two weeks' DL by 28 February 2013)

	<b>16 April 2014</b>	<b>1.5% salary increase from 1 March 2015</b>	<b>1.25% increase from 01 March 2016</b>
<b>Tutorial Assistants Step</b>			
<b>1</b>	31,230	31,698	32,095
<b>2</b>	32,830	33,322	33,739
<b>3</b>	34,432	34,948	35,385
<b>4</b>	36,035	36,576	37,033
<b>5</b>	37,636	38,201	38,678
<b>6</b>	39,236	39,825	40,322
<b>7</b>	40,838	41,451	41,969
<b>8</b>	42,438	43,075	43,613
<b>ASM Step</b>			
<b>1</b>	47,273	47,982	48,582
<b>2</b>	50,137	50,889	51,525
<b>3</b>	52,217	53,000	53,663
<b>4</b>	54,299	55,113	55,802
<b>5</b>	56,380	57,226	57,941
<b>6</b>	58,462	59,339	60,081
<b>7</b>	60,544	61,452	62,220
<b>8</b>	62,627	63,566	64,361
<b>MERIT BAR then new steps</b>			
<b>9</b>	64,707	65,678	66,499
<b>10</b>	66,789	67,791	68,638
<b>11</b>	69,080	70,116	70,993
<b>SASM Range</b>			
<b>min</b>	69,080	70,116	70,993
<b>max</b>	77,772	78,939	79,925
<b>PASM Range</b>			
<b>min</b>	71,355	72,425	73,331
<b>max</b>	90,607	91,966	93,116

**Schedule A3**

For all staff who have elected grand parented discretionary leave by 28 January 2012

		<b>16 April 2014</b>	<b>1.5% salary increase 1 March 2015</b>	<b>1.25% salary increase 1 March 2016</b>
<b>ASM Step</b>				
<b>1</b>		45,436	46,118	46,694
<b>2</b>		48,190	48,913	49,524
<b>3</b>		50,189	50,942	51,579
<b>4</b>		52,191	52,974	53,636
<b>5</b>		54,192	55,005	55,692
<b>6</b>		56,192	57,035	57,748
<b>7</b>		58,192	59,065	59,803
<b>8</b>		60,194	61,097	61,861
<b>MERIT BAR then new steps</b>				
<b>9</b>		62,194	63,127	63,916
<b>10</b>		64,196	65,159	65,973
<b>11</b>		66,397	67,393	68,235
<b>SASM Range</b>				
<b>min</b>		66,397	67,393	68,235
<b>max</b>		74,753	75,874	76,823
<b>PASM Range</b>				
<b>min</b>		68,584	69,613	70,483
<b>max</b>		87,089	88,395	89,500

## Schedule B - Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied for career progression, in the identification of academic staff positions, and when considering positions which do not have a teaching component where appropriate.

### 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 Wintec.
13. Carry out administrative responsibilities integral to ASMs' work.
14. Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15. Practise within the Wintec's policy framework and legislative obligations.

### 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. 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. 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 Wintec.
15. Carry out administrative responsibilities integral to the SASM role.

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

## Schedule C - Discretionary Leave

This schedule applies to all TEU members who are bound by the collective agreement as 21 December 2011 and who were on the terms and conditions of the expired MECA as at 30 November 2010.

### ENTITLEMENT

#### Existing staff

Existing members will have the following change in discretionary leave:

- a) One week of discretionary leave will be exchanged on 1 February 2012. This will be a permanent exchange and will be paid out at 2% of the 21 December 2011 annual base salary (pro-rated for proportional staff), which will form part of the employee's annual salary.

They will be entitled to three weeks' discretionary leave from 1 February 2012.

- b) A further one week of discretionary leave will be exchanged on 1 February 2013. This will be a permanent exchange and will be paid out at 2% of the 21 December 2011 annual base salary (pro-rated for proportional staff), which will form part of the employee's annual salary.

They will be entitled to two weeks' discretionary leave from 1 February 2013.

- c) Where discretionary leave has been exchanged, the additional time throughout the year will generally be used for a range of activities including capability development, research, industry placements, international initiatives, sabbatical leave, pastoral care, planning and other activities.

#### Existing staff - election to grandparent

Employees may elect to grandparent (i.e. retain) four weeks' discretionary leave. This election will occur no later than 28 January 2012; a signed, confirmed list to be kept by Wintec, TEU Branch President and TEU National Office.

#### Non-teaching academic staff

Discretionary leave will not apply to a non-teaching academic staff member appointed after 1 September 1993. A non-teaching academic staff member employed before 1 September 1993 will retain his/her discretionary leave entitlement unless there has been a mutually agreed reduction.

#### Agreement to reduce entitlement

Wintec and the employee may negotiate and agree in writing to permanently reduce the employee's entitlement to discretionary leave under this clause subject to the following conditions:

- a) the reduction shall be in periods of not less than one week, and
- b) the employee shall be liable to perform all duties relating to his/her position, and
- c) the employee shall be paid 2% of his/her annual salary for each week of discretionary 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.

### APPLICATION OF THE LEAVE

- a) Discretionary leave is at the employee's discretion, with the following exceptions:
  - (i) Up to three weeks in each of the first two years of employment may be required for initial academic staff member training.
  - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with Wintec's performance management procedures.
- b) Where an employee is entitled to discretionary leave, such leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of Wintec.
- c) Discretionary leave not taken in the year of entitlement will be forfeited.

## **ANNUAL AND DISCRETIONARY LEAVE FOR EMPLOYEES WITH SHORT SERVICE**

(effective date of these changes will be 1 February 2011)

Where an employee has served less than 12 months the leave calculation will be reduced according to the appropriate ratio below:

- Five weeks leave entitlement: (i.e. no discretionary leave)  
10 percent of the period worked less any leave taken
- Six weeks leave entitlement: (i.e. five weeks' annual leave and one week's discretionary leave)  
12 percent of the period worked less any leave taken
- Seven weeks leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave)  
14 percent of the period worked less any leave taken
- Eight weeks leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave)  
16 percent of the period worked less any leave taken
- Nine weeks leave entitlement: (i.e. five weeks' annual leave and four weeks' discretionary leave)  
18 percent of the period worked less any leave taken

## **Schedule D - Sick Leave for Those Employees Appointed Before 2 March 1999**

Those employees with accrued sick leave in excess of 260 days as at 2 March 1999 will retain their current entitlement.

Those employees with accrued sick leave of less than 260 days as at 2 March 1999 will retain their current entitlement and begin 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 6.7.1.

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 6.7.1.

## Signatories

The Chief Executives of Wintec and TEU undertake that this collective agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest cooperation to the end that harmonious employment relations may be maintained.

Signed: \_\_\_\_\_  
Chief Executive  
Wintec

\_\_\_\_\_ Date

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

\_\_\_\_\_ Date