

# **EASTERN INSTITUTE OF TECHNOLOGY**



## **ACADEMIC STAFF MEMBERS COLLECTIVE AGREEMENT**

**Tertiary Education Union**

**02 October 2010 to 01 October 2012**

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## **PART 1: COVERAGE OF AGREEMENT**

### **1.1 Parties**

This Collective Agreement shall be binding on and enforceable by:

- (a) The Chief Executive of the Eastern Institute of Technology (the employer); and
- (b) (TEU) Tertiary Education Union, the union.

### **1.2 Coverage**

This Collective Agreement will cover members of the TEU employed by the employer whose work comes within this coverage clause:

- 1.2.1 All staff employed by the employer in tutorial assistant, teaching or other academic positions which may include research, consultancy, curriculum development, and student learning support.
- 1.2.2 Subject to clause 1.2.3, this Collective Agreement does not cover positions designated as senior management positions in terms of section 74D of the State Sector Act 1988.
- 1.2.3 Employees covered by the EIT CA on 1 October 2010 will continue to be covered by the provisions of this Agreement.

### **1.3 Term of Collective Agreement**

This Collective Agreement takes effect on 2 October 2010 and expires on 01 October 2012.

### **1.4 Variation of Collective Agreement**

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

### **1.5 Recognition of Union Authority**

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

### **1.6 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 and who are TEU members, unless specified otherwise by the particular provision.

All staff covered by this Collective Agreement who are employed on IEA who are not members of the TEU and who subsequently join the TEU, will transfer to the CA and will be covered by all the terms and conditions contained within this CA. If there are any

differences between the CA and an IEA then at the time of transfer these will be a matter of negotiation between the employer and the employee.

The employee will have the right to seek the support and advice of the TEU through this process. If agreement on translation cannot be reached any individual conditions will cease to apply.

**1.7 Inadvertent Omission**

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

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## **PART 2: INTERPRETATION AND GENERAL DEFINITIONS**

- 2.1 "Academic Staff Member" (ASM) means a person employed in a teaching position or a non-teaching academic position. The term ASM includes academic staff members, senior academic staff members (SASM) and principal academic staff members (PASM) unless it is used to refer to the basic salary grade. Terms such as Tutor and Lecturer are generic terms which can refer to Academic Staff Members.
- 2.2 "ASM" see "Academic Staff Member".
- 2.3 "Clinical Teaching" means off-campus health science teaching involving patient care.
- 2.4 "Duty" refers to any time when an academic staff member is required by the employer to be on duty at the polytechnic or at another location.
- 2.5 "Duty day" means a day which is not approved leave, a holiday, a weekend day or a day in lieu of a weekend day.
- 2.6 "Non-Teaching Academic Position" means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule D (or alternative criteria as may be agreed by the AMC).
- 2.7 "Part-Time" refers to untenured positions paid on an hourly rate.
- 2.8 "Polytechnic" has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfills the role of employer.
- 2.9 "Proportional" refers to a person employed for a specified fraction of fulltime.
- 2.10 "Research" is as defined by the New Zealand Qualifications Authority and institutional policy.
- 2.11 "Service" means
- (a) (i) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic, and
  - (ii) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
  - (iii) periods of continuous part-time service with the employer, which are aggregated to the fulltime equivalent service for the purposes of this definition, and
  - (iv) any other service the employer agrees to recognise at the time of appointment.

- (b) "Continuous service" for the purposes outlined above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include any:
- (i) approved leave without pay
  - (ii) breaks of not more than three months between employment within the polytechnic service.
- 2.12 "Teaching Day" means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.
- 2.13 "Timetabled Teaching Hour" means one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the employee is responsible.
- 2.14 "TTH" see "Timetabled Teaching Hour".
- 2.15 "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.
- 2.16 'Learning Facilitator' means a person who works with the academic staff member to maximize the learning experience, and who is primarily responsible for some or all of the following –
- Assisting with the understanding of self-paced instructional material.
  - Providing pastoral care to students.
  - Supervising assessment where this is by way of a checklist. (Note: Where subjective assessment is required an academic staff member will supervise the process).
  - Undertaking related administrative work.
  - Working alongside the Tutor during class and assisting students with their learning.
  - Demonstrating equipment/techniques and responding to questions.
  - Setting up the teaching environment.

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

## **PART 3: TERMS OF APPOINTMENT**

### **3.1 Categories of Appointment**

3.1.1 The categories of appointment are:

- (a) tenured - fulltime or proportional
- (b) limited tenure/fixed term - fulltime or proportional
- (c) part- time (hourly paid/untenured).

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

3.1.3 Fixed term or limited tenure appointments will be for a specified period of time.

Where a fixed term appointment is made for the purposes of teaching a full year's programme, that appointment shall be made for a period of not less than 12 months.

For fixed term appointments involving less than a full year's programme, the length of the appointment shall, wherever practicable, include a reasonable period for preparation, administration and marking.

The options under the surplus staffing provisions of this Agreement will not apply at the conclusion of the specified term of employment when fixed term appointments have been made for any of the purposes below:

- (a) filling a vacancy pending an appointment
- (b) relieving for a tenured employee on approved leave
- (c) trialling new courses for a period not exceeding two years
- (d) undertaking finite projects for a period not exceeding two years.

3.1.4 Part-time Positions

Part-time appointments may be:

- (a) On a part-time basis when appointed for periods of less than six weeks at any one engagement; or
- (b) longer than six weeks when employed for hours which are not more than 0.5 of fulltime in terms of clause 5.4 (a) of this Agreement.

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

3.1.5 The employer will develop, in consultation with the Agreement Monitoring Committee, policies relating to conditions for part-time employees including:

- (a) equitable, reasonable and safe workload
- (b) expectations on accepting employment
- (c) career structure
- (d) accommodation
- (e) staff training provisions
- (f) salary review provisions
- (g) salary assessment procedures
- (h) determination of salary loading.

### **3.2 Appointment Procedures**

#### **3.2.1 Advertising of Positions**

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised nationally in a manner to allow suitably qualified people to apply
- (b) Notwithstanding clause 3.2.1(a) above, where the status of a position is changed to tenured and the position is substantially the same as those being performed by a number of non-tenured incumbents, the position need only be advertised internally.
- (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 the TEU is notified. If the re-designation occurs as a result of surplus staffing the provisions of Part 10 apply.

- (d) Where a position is made permanent and it is intended to appoint the incumbent, the employer need not advertise the position but should notify the local branch of the TEU.

#### **3.2.2 Equal Opportunities**

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

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### 3.2.3 Probationary Period

- (a) Employees appointed for the first time to a tenured or limited tenure position may be required to serve a probationary period of up to two years.
- (b) The employer may credit towards the employee's probationary period three to six months of any continuous service at a polytechnic.
- (c) The employer will give the employee a written report on her/his performance at the end of the first six months, at twelve months and prior to the completion of the probation period.
- (d) A probationary appointment may be terminated with one month's written notice by either party.
- (e) At the end of the probationary period the employer will terminate or confirm the appointment in writing.
- (f) During the probationary period, a fulltime ASM's teaching load will be no more than 0.8 of a fulltime load as per clause 5.3.

### 3.3 Termination of Employment

#### 3.3.1 Notice of Resignation/Termination of Employment

- (a) Tenured employment may be terminated with two months' written notice by either party unless a shorter period is mutually agreed.
- (b) Limited tenure or part-time employment may be terminated with two weeks' written notice by either party or at the end of the specified period of employment.
- (c) Nothing in this clause will remove from the employer the obligation to observe the principles set out in clause 3.3.2 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- (d) Notwithstanding the above any employee may be summarily dismissed for serious misconduct.

#### 3.3.2 Disciplinary Procedures for Employees

In any disciplinary action the following steps will be observed:

- (a) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer
- (c) The response of the employee must be considered before a decision is made

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- (d) The employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and be advised of the consequences if the problem continues
- (e) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen
- (f) The employee must be advised by the employer of her/his right to request union assistance, and/or representation at any stage.

In the case of serious misconduct the employer may:

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

Where the employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which she/he was suspended and be reimbursed for any loss of pay.

### 3.3.3 Incapacity

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

- (b) Where employment may be terminated under this clause, the employee will be entitled to remain in employment until his/her sick leave is used or to end his/her employment immediately and be paid all remaining sick leave.

### **3.4 Academic Freedom**

- (a) Under the Education Amendment Act 1990, all employees have the freedom within the law, to question and test received wisdom, to put forward ideas, to state controversial or unpopular opinions, and to engage in research.
- (b) The institute acknowledges that the practice of academic freedom is essential to the professional conduct of teaching, research and scholarship. EIT encourages all employees to engage in the responsible pursuit of knowledge and to provide informed and accurate commentary within the scope of their expertise.
- (c) Academic freedom must be exercised in a professional, timely and lawful manner that shows respect for the opinion of others and recognises the institution's statutory requirement to account for the proper use of resources.

### **3.5 Consultation**

Where the employer wishes to add a new policy or vary an existing policy and the variation or addition will impact upon employees' terms and conditions of employment, the employer will consult with the local branch of the union.

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

### **4.1 Statement of Intent**

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

### **4.2 Salary Rates**

#### **4.2.1 Salaries**

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

#### **4.2.2 Starting Salaries**

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

#### **4.2.3 Proportional Positions**

Salaries will be paid on a proportional basis as follows:

- fulltime salary rate x predetermined proportion of the position.

This will be confirmed in the letter of appointment.

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

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

### **4.3 Salary Progression**

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#### 4.3.1 Progression within the ASM Grade

(a) Appointment Step

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

(b) Increments

(i) Subject to subclauses (b) (c) and (d) of this clause employees in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching step 8.

(ii) No increments will be paid to employees on probation.

(c) Advanced Increments

(i) A double or accelerated increment may be approved by the employer for:

- meritorious performance
- ensuring relativity within the polytechnic
- retention.

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

(d) Withholding of Increments

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

(e) Progression from ASM Steps 8 through to 11

(i) There will be a bar to progression beyond step 8.

(ii) To progress to step 9 an Academic Staff Member will need to have:

- completed 12 months on ASM step 8.
- completed probation and verified that the standards specified under ASM in Schedule D (or alternative criteria as may be agreed by the AMC) have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member

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- used the professional development opportunities provided by clause 7.3
- completed tutor training as per clause 7.2.

All ASMs who meet these criteria will move to step 9.

- (iii) Where an ASM has been prevented from complying with the last two criteria in (d) (ii) above by the employer's failure to make necessary provision according to the Agreement, these criteria will not apply.
- (iv) Movement to ASM step 10 will be on completion of 12 months' service on step 9 and to ASM step 11 on completion of 12 months' service on step 10.

#### 4.3.2 Progression to the SASM Grade

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

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

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

#### 4.3.3 Progression within the SASM Grade

- (a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the Senior ASM criteria in Schedule D (or alternative criteria as may be agreed by the AMC). This review will be carried out according to policies and procedures developed and reviewed under Schedule A.
- (b) Any increases given under this clause will be no less than \$1000 per annum.
- (c) Where an employee has met the standard for a salary increase in SASM or PASM that would extend the employee's base salary beyond the grade maximum, the base salary will be increased to the maximum and the balance of the increase will be paid as a lump sum.

#### 4.3.4 Progression to the PASM Grade

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

#### 4.3.5 Annual Funding For Merit Movement

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

#### 4.3.6 Salary Progression for Learning Facilitators

##### **Salary Increments**

Learning Facilitators will be appointed on the salary scale set out in Schedule C. In addition an employee paid on a step in the scale will move to the next step in that scale every 12 months, subject to satisfactory performance, until they reach Step 4.

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

An employee may be promoted over the first salary bar on merit. Progression from Step 5 to Step 8 and step 9 to 11 shall be by way of increments every 12 months subject to satisfactory performance.

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

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

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

#### **4.4 Salary Allowances**

##### 4.4.1 Market Salary Allowance

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

##### 4.4.2 Acting Higher Duties Salary Allowance

(a) An ASM who acts in a higher position will be paid a higher duties allowance at a rate agreed with the employer. To qualify for a higher duties allowance the

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ASM must undertake the responsibilities of the position for at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.

- (b) The ASM acting in a higher position will accrue leave at the higher salary (i.e. their base salary plus the higher duties allowance according to clause 6.3.7).

#### 4.4.3 Special Responsibilities Salary Allowance

- (a) An ASM required by the employer to undertake special responsibilities over and above those normally expected of an ASM will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of at least \$1000 per annum. The time release and special responsibility allowance will be as specified in EIT's Workload Policy.
- (b) The granting of any special responsibilities allowance will be confirmed in writing to the employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and may be terminated by agreement or where agreement cannot be reached with the employee giving two month's notice or notice of termination at the end of the teaching semester whichever is the longer. Such notice must be in writing.

### 4.5 Payments

#### 4.5.1 Entitlement to Payment

Employees are entitled to payment for the full period employed.

#### 4.5.2 Method of Payment

Employees will be paid fortnightly by cheque drawn on the Polytechnic's bank and payable at any bank or by lodgement to an employee's nominated bank account.

#### 4.5.3 Payments for Salaried Employees

For salaried employees:

- (a) Salary will be paid on a fortnightly basis.
- (b) When employment ceases, the employee will receive payment for any statutory holidays immediately following and for any annual and discretionary leave due under clauses 6.3.3 and 6.3.4.

### 4.6 Salary Profile within the Polytechnic

A profile of salaries paid to ASMs under this Agreement is to be made available to the TEU annually. The profile will list salaries paid to ASMs 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.

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## **PART 5: WORKLOAD**

### **5.1 Intent**

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

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

### **5.2 Workload Principles**

The employer is to ensure that ASMs are allocated a workload that adheres to the following principles:

#### **5.2.1 The workload must be equitable.**

"Equitable" means that staff with comparable responsibilities should have similar workloads.

#### **5.2.2 Total workload must be reasonable.**

"Reasonable" means the workload can be managed within the timeframes and deadlines set, and that ASMs will be able to maintain a balance between professional and personal life, accepting that normal fluctuations will occur.

#### **5.2.3 Total workload must be safe.**

"Safe" means that work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.

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

(a) Timetabled teaching hours and all attendant duties including

- preparation for lessons
- routine administration and participation in polytechnic 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

(b) and all other relevant workload factors including:

- class size
- course development requirements

- assessment requirements
- student support requirements
- other demands of the teaching programme
- experience and skill level of the ASM
- particular requirements related to open/distance learning and e-education
- cultural requirements of Charter obligations
- EEdO/EEO obligations of the institution
- 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
- requirements to be on duty outside normal hours, e.g. noho marae and field trips.

(c) Maori Lecturers

In addition to the above, when planning the allocation of work for Maori staff, the following will be considered:

- Specific skills Maori staff bring to their employment situation;
- The accountabilities of Maori staff to their iwi, hapu and whanau;
- Acknowledgement of the cultural duties Maori staff undertake over and above their designated role.

(d) A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in clause 5.3(a) below, plus attendant duties as above.

(e) Calculation of the workload for e-education and other flexible delivery must include the processes of design, teaching, and evaluation and take account of the differences between flexible delivery and classroom teaching.

### 5.3 Timetabled Teaching Hours (TTH)

(refer definition clause 2.13)

The following TTH maxima apply to fulltime staff (see clause 5.5.1 for proportional staff) within these maxima, TTH will vary in recognition of different teaching activities and other workload factors.

(a) per year (i.e. 01 February to 31 January), for:

- |                       |          |
|-----------------------|----------|
| • ASMs                | 825 TTH  |
| • Tutorial Assistants | 1000 TTH |
| • Probationary ASMs   | 660 TTH  |

(b) per quarter (i.e. the year 01 February to 31 January divided into four equal periods), for:

- ASMs 300 TTH
- Tutorial Assistants 360 TTH
- Probationary ASMs 240 TTH

(c) the TTH maxima in (b) above will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken as follows:

- ASMs 4.5 TTH per day
- Tutorial Assistants 5.5 TTH per day

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

- (d) Timetabled teaching for any employee will be spread over no more than 185 teaching days in the year.
- (e) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima, alternative arrangements may be agreed with the Agreement Monitoring Committee.
- (f) For ASMs with increased workload because of special responsibilities referred to in clause 4.4.3, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by the employer and which is consistent with the ASMs workload being maintained at an equitable and reasonable level.

#### 5.4 Duty Hours

(refer definition clause 2.4)

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

##### (a) Weekly Duty Hours

- (i) An employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:
- 34 hours for ASMs and Tutorial Assistants
  - 36 hours for ASMs and Tutorial Assistants who consent, or who have agreed at the time of appointment, to this higher limit
  - 37.5 hours for Non-Teaching ASMs.
- (ii) Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.
- (iii) An employee may consent to undertake duties:

- after 5.00 pm in excess of the provisions in (ii) above.
- at weekends, provided that duty is spread over no more than five days except when it is part of an approved professional development programme under clause 7.

(b) Daily Duty Hours

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
  - travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day.
- take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
- not undertake duty within 11 hours of completing duty on the previous day.

(c) Exceptions for Clinical Teaching Duties

Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year (01 February to 31 January).

(d) Learning Facilitators

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

**5.5 Workload Provisions for Specific Types of Position**

5.5.1 Proportional Employees

- All TTH and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of fulltime employment for a proportional employee.
- Notwithstanding clause 5.4(a) a proportional employee may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed; provided that if the ASM's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

5.5.2 Non-Teaching ASMs

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- (a) A non-teaching ASM shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.
- (b) The non-teaching ASM will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties related to the position, having due regard for the operational requirements of the polytechnic.

## 5.6 Workload Review

Where an ASM believes that his/her workload is inequitable or unreasonable or unsafe the following process shall be followed:

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

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

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

### Interim Situation

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

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

## **PART 6: LEAVE**

### **6.1 Limitations of Leave Provisions**

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

### **6.2 Leave of Absence to Count as Days and Half-Days**

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

### **6.3 Leave on an Annual Basis**

#### **6.3.1 The Leave Year**

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

#### **6.3.2 Statutory and Institute Holidays**

The following days will be whole holidays, in addition to annual leave and discretionary leave:

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

Any employee who may be required to work on any part of a whole holiday or substituted succeeding day shall receive the employee's relevant daily pay for the day if it is a day that the employee would normally work. In addition the employee will be paid at half that rate again for the actual hours worked. The half time rate is to be based on the employee's relevant daily pay. In this way the employee will receive time and a half for the actual hours worked plus payment for the remainder of the day at the relevant daily rate. An alternative holiday shall be taken in lieu on a later day agreed between the employer and employee. If agreement cannot be reached, the alternative holiday may be taken on a date determined by the employee, taking into account the employer's view as to when it is convenient and giving the employer 14 days notice. After 12 months the employer may require the employee to take the alternative day on a specified date with 14 days notice or the employee may request the day be cashed up.

### 6.3.3 Annual Leave

Employees are entitled to five weeks of annual leave in each leave year to be taken subject to the following:

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

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

### 6.3.4 Discretionary Leave

- (a) Employees will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:
  - (i) Up to three weeks in each of the first two years of employment for initial ASM training.
  - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the polytechnic's formal appraisal procedures.
  - (iii) For ASMs who teach primarily in courses leading to degrees and whose duties include research, discretionary leave may be individually negotiated out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days and the maximum timetabled teaching hours for each quarter of the year will be 175 not 300 as in 5.3 (b)
- (b) Unless the employee agrees otherwise, discretionary leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the polytechnic.
- (c)
  - (i) Discretionary leave will not apply to a non-teaching ASM appointed after 01 September 1993 and Learning Facilitators.
  - (ii) A non-teaching ASM employed before 01 September 1993 will retain his/her discretionary leave entitlement unless there has been a mutually agreed reduction.

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### 6.3.5 Leave Timetable

Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous. Payment for annual and discretionary leave will be in the pay that relates to the period during which the holiday is taken.

### 6.3.6 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.

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

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

### 6.3.8 Holiday Pay for Part-time ASMs

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

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### 6.3.9 "Four for Five" Employment Option

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

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

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

## 6.4 Sick Leave

### 6.4.1 Sick Leave Entitlement

- (a) Each employee will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the employee's service.
- (b) All employees appointed on or after 02 March 1999 will be entitled to 10 days' sick leave on appointment.
- (c) The employee's entitlement will then be increased by five days every six months thereafter. After 50 increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the employee has already taken during his/her service.
- (d) Employees appointed before 02 March 1999
  - (i) Those employees with accrued sick leave in excess of 260 days as at 02 March 1999 will retain their current entitlement.
  - (ii) Those employees with accrued sick leave of less than 260 days as at 02 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.4.1(c).
  - (iii) Those employees who have no accrued sick leave as at 02 March 1999 will be entitled to five days sick leave until their next anniversary

of appointment and will then accrue leave in accordance with clause 6.4.1(c).

- (e) Any statutory or institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in subclasses (c) and (d) above in anticipation of future entitlements. On termination of employment, any amount owing as a result of the employee taking leave in advance may be deducted from the final pay.
- (g) A fulltime staff member who works five days a week will have a maximum of five days sick leave deducted for a week of absence.
- (h) When sickness occurs during annual leave the employer will consider applications for debiting the period of incapacity against sick leave on a case-by-case basis, subject to a medical certificate being provided.

#### 6.4.2 Accident Compensation

##### Sick Leave Entitlement Arising from Accident Compensation

- (a) An employee's sick leave entitlement under this Agreement will not be used in respect of absence on work accident leave.
- (b) In respect of a non-work accident, leave with pay will be:
  - (i) a charge against sick leave entitlement for the first week
  - (ii) and after the first week and for a period of up to 26 weeks from the date of the accident, a proportionate charge against sick leave entitlement
  - (iii) leave without pay will be granted when sick leave entitlement has been exhausted.

#### 6.4.3 Leave for Sickness in the Home

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

#### 6.4.4 Extraordinary Sick Leave

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

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

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- (b) Notifiable Infectious Diseases - When an employee contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending the polytechnic, leave will be treated as extraordinary.

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

## **6.5 Special Leave**

### **6.5.1 Special Leave without Pay**

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

### **6.5.2 Leave for Family Reasons**

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

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

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

### **6.5.3 Bereavement/Tangihanga Leave**

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

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

- (a) The closeness of the association between the employee and the deceased  
(Note: This association need not be a blood relationship)
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death
- (c) The amount of time needed to discharge properly any responsibilities or obligations

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- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

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

#### 6.5.4 Miscellaneous Leave Provisions

Special leave of absence with or without pay may be granted to an employee at the employer's discretion. Leave will not be unreasonably withheld in the following circumstances:

- (a) Cultural, community and sporting activities, involving national or provincial representation
- (b) Educational activities pertaining to an employee's work noting that:
  - (i) For recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved
  - (ii) Examination leave will be on full pay
- (c) Upgrading qualifications at the request of the employer
- (d) Marriage of the employee
- (e) Involvement in recognised civil defence and search and rescue activities
- (f) Attendance at meetings of recognised local authorities as a member
- (g) Attendance, as a duly appointed representative of the union, at meetings of ASTE
- (h) Employment relations education leave is an entitlement assigned to the TEU under Part 7 of the Employment Relations Act 2000. the TEU is entitled to allocate such leave to eligible employees according to the provisions of the Act.

### 6.5.5 Leave for Approved Statutory Authorities

The employer will grant leave on full pay to an employee who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the employee from the authority will be paid to the polytechnic:

- (a) a polytechnic council
- (b) a college of education council
- (c) a university council
- (d) NZ Qualifications Authority
- (e) disputes and grievance committees established under Part 12 of this CA or any other bodies replacing them in function
- (f) hearings of the Employment Court or any body established to replace the Employment Court
- (g) NZ Polytechnic Programmes Committee

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

## 6.6 Parental Leave

### 6.6.1 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. Parental leave is also available to employees intending to adopt a child under five years by whaangai placement. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

### 6.6.2 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 certifying the date of delivery.
- (b) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- (c) An employee intending to either legally adopt or whaangai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year

with the new family. In the case of adoption, the requirement of one month's notice does not apply.

### 6.6.3 Duration of Leave

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

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

### 6.6.4 Return to Work

An employee must give the employer at least one month's 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 early to work shall be granted. An employee may apply to return to work early for other personal reasons, which shall be accommodated if practicable.

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.

Breastfeeding women shall have the right to one or more daily breaks to attend to their child.

### 6.6.5 Sick Leave During Pregnancy

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

### 6.6.6 Annual Leave

Annual leave due will not be required to be taken before the employee proceeds on parental leave but may be held over and taken when the employee returns to work.

#### 6.6.7 Paid Parental Leave

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

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

Where an employee elects to resign because of birth/adoption, a lump sum in lieu of the six weeks paid parental leave will be paid on termination.

If, for any portion of the paid 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.

#### 6.6.8 Legislative Change

This provision is subject to any legislative change providing for paid parental leave that may be enacted during the term of this agreement.

If such legislation provides for paid parental leave on a less advantageous basis to the employee, all the provisions agreed in this section shall be maintained by the employer.

#### 6.6.9 Parental Leave for Male Employees

The provisions of the Parental Leave and Employment Protection Act 1987 or any amendment passed in substitution of this Act will apply for male employees.

## PART 7: TRAINING AND PROFESSIONAL DEVELOPMENT

### 7.1 Reciprocal Commitment

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

### 7.2 Training

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

### 7.3 Professional Development

- (a) ASMs and Learning Facilitators will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year, subject to:
  - (i) the ASM submitting a proposed programme of development activities which accounts for this time or its equivalent
  - (ii) the employer approving the proposed programme. Approval will not be unreasonably withheld
  - (iii) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to the polytechnic's operational requirements
  - (iv) where an ASM undertakes approved professional development in his/her own time for the equivalent of the allocated duty days, he/she will use the allocated days at his/her discretion provided the provisions of (iii) apply.
- (b) Provided that the requirements of subclause (a) (iii) of this clause are met the following activities will be approved as part of a programme:
  - (i) attending staff development or training programmes sponsored or run by the polytechnic or the TEU
  - (ii) attending work-related conferences and hui
  - (iii) undertaking work-related study of not less than two weeks.

- (c) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the ASM may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.
- (d) Employees will be entitled to support for approved professional development support as specified in EIT's Professional Development Policy.
- (e) Professional development days may be accumulated according to any conditions which have been agreed by the employer and the ASM.
- (f) Any staff required to change their mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.

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

**8.1 Employment Related Expenses**

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

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

**8.2 Travelling Allowance**

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

- (a) approved actual and reasonable accommodation costs, or an allowance of per night as follows:

2 Oct 2010	\$40.96
2 Oct 2011	\$41.74

when staying privately; and

- (b) actual and reasonable travel costs; and

- (c) actual and reasonable meal costs up to \$ as follows:

2 Oct 2010	\$81.83
2 Oct 2011	\$83.38

for each completed 24 hour period; and

- (d) an incidental allowance as follows:

2 Oct 2010	\$10.29
2 Oct 2011	\$10.49

for each 24 hour period or part thereof;

- (e) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense.

Where appropriate the employee will provide proof of payment.

**8.3 Meal Allowances**

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of:

2 Oct 2010	\$17.22
2 Oct 2011	\$17.55

**8.4 Tea Expenses**

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

## 8.5 Transport Allowances

(a) A motor vehicle allowance of:

2 Oct 2010	\$63.18
2 Oct 2011	\$64.38

per km will be reimbursed to an employee required to use his/her own vehicle for official business.

(b) Employees will cover the cost of their own travel to and from his/her work each day, provided that where the work base varies from time to time, the employer will pay any additional costs incurred. The employer may operate a policy by which this is accomplished.

## 8.6 Relocation Expenses

(a) Relocation expenses will be paid when an employee's normal place of work within the institute is moved to a location out of the local area and the employee relocates within 12 months of the change in workplace.

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

- (i) temporary accommodation pending acquisition of permanent accommodation, for up to three months
- (ii) packaging, freight and storage of furniture and personal effects
- (iii) travel costs for the employee's immediate family and other dependent members of the household
- (iv) legal fees and land agents commission for the sale of a home at the former location and the purchase of a home at the new location (home will include land purchased for the purpose of building a house)
- (v) any penalty attached to the early repayment of the mortgage.

(c) Where relocation expenses are paid the maximum payment will be \$25,000.

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

## 8.7 Compassionate Grant on Death of Employee

(a) Upon the death of a tenured employee, the employer may pay to the next of kin an amount as follows:

- (i) For an employee with 10 years and under 20 years service, one-twelfth of the annual salary
- (ii) For an employee with 20 years service or more, one-eighth of the annual salary.

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- (b) For the purpose of this clause, the term 'next of kin' means:
  - (i) The spouse or partner of the deceased employee, or
  - (ii) Any dependent relative of the deceased employee.

#### **8.8 Reimbursements**

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

- (a) Subscriptions to professional associations where membership is mandatory.
- (b) The cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the ASM has been employed, or to maintain membership of a recognised professional association in terms of subclause (a) of this clause.
- (c) Loss or damage to personal property in the course of duty when not due to the employee's negligence or misconduct and provided that, where appropriate, payment may be less than replacement cost.

#### **8.9 Care of Dependants**

The employer may reimburse the actual and reasonable expenses incurred in caring for dependants when an employee attends a course or is travelling on official business or is required to work abnormal hours, and alternative arrangements cannot be made without additional cost.

## **PART 9: PROTECTION AND SAFETY PROVISIONS**

### **9.1 Working Conditions**

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

The employer will ensure that employees and the union have reasonable opportunities to participate in ongoing processes for the improvement of health and safety in the workplace.

### **9.2 Hearing Protection**

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

### **9.3 Eye Protection**

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

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

### **9.4 Protective Clothing**

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

### **9.5 Issue of Uniforms**

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

## **9.6 Safety Footwear**

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

## **9.7 Immunisation – Hepatitis**

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

## **PART 10: STAFFING REVIEWS**

### **10.1 Intent**

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

### **10.2 Application**

These provisions apply to employees who have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a limited-tenure appointment made in accordance with clause 3.1.3 of this Agreement or to part-time employees.

### **10.3 Definition**

A surplus staffing situation exists when, as a result of identified factors, the employer requires a reduction in the number of employees. This includes a situation where EIT ceases to operate all or part of its business. No existing staff member will be displaced by the appointment of a tutorial assistant

### **10.4 Procedures**

#### **10.4.1 Consultation**

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

#### **10.4.2 Notification**

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

## 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) voluntary severance
- (f) severance.

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

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

## 10.6 Selection Criteria

The employer will consult with the TEU and the affected staff on any selection criteria that will be used. The selection criteria shall recognise the employer's need to retain necessary skills, knowledge and experience for the operational needs of the polytechnic.

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

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

## 10.7 Conditions Applying to Options

### 10.7.1 Attrition

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

### 10.7.2 Redeployment

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

- (a) Where the new job is at a lower salary, an equalisation salary allowance will be paid.

The equalisation salary allowance can be paid in the following ways:

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

These provisions will not apply to a situation where the employee is offered a position at a reduced proportion from their previous position. In those circumstances the employee may elect termination of employment and full severance, or take the reduced position with a proportional severance payment equivalent to the proportion lost.

- (b) Where the new job is at a location outside the local area, the employee will be entitled to relocation expenses as set out in clause 8.6 (a) of this Agreement.

### 10.7.3 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 super annuity payable.

### 10.7.4 Retraining

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

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

### 10.7.5 Voluntary Severance

The employer may invite applications from staff affected by a review or an employee affected by a review may make an application for voluntary severance. Applications will be accepted or declined at the employer's discretion.

Voluntary Severance – an affected employee who has of his/her/own accord expressed an interest in taking voluntary severance.

### 10.7.6 Calculation of Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this subclause is as defined in Part 2;

- (c) "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, other approved leave without pay and breaks of not more than three months between periods of employment within the polytechnic service, or one month within other service(s) approved under (b) above. Continuous service includes continuous part-time or limited tenure service that subsequently becomes tenured, counted on a fulltime equivalent basis.
- (d) 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;
- (f) Outstanding annual and discretionary leave will be cashed up separately.

## **10.8 Rights of Employees Declared Surplus**

### **10.8.1 Time off to Attend Interviews**

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

### **10.8.2 References**

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

### **10.8.3 Counselling**

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

### **10.8.4 Employees on Leave**

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

## 10.9 Employment Protection Provision

In the event of amalgamation or merger of EIT with another organisation, or contracting out of work or sale or transfer of any part of the business, the following provisions will apply:

(a) The employer will negotiate with the new contractor/service provider with a view to endeavouring to have the new employer offer employment in a directly comparable position, on the same or no less favourable terms and conditions of employment including:

- Treating the employee's service as continuous
- Any service related and redundancy provisions
- Any conditions relating to superannuation under the employment being terminated

which does not require a change in residential location.

(b) The employee is entitled to choose whether or not to accept employment with the new employer. In the event that the new employer offers the employee employment in terms of clause (a) above, there is no entitlement to redundancy compensation, whether or not the employee chooses to accept the offer of employment.

(c) If the new employer does not offer the employee employment in terms of clause (a) above, or offers employment on lesser terms and conditions and/or without recognition of service, the employee will receive redundancy compensation.

## **PART 11: UNION MATTERS**

### **11.1 Union Information**

- (a) When requested in writing by the National Secretary of the TEU, the employer will, within one month, supply to the union a list of names, addresses and designation of all employees covered by this Agreement. The TEU will not make such requests to the employer at intervals shorter than six months.
- (b) The employer will provide the TEU with the names of new staff who become a party to this Agreement.

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

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

### **11.3 Union Meetings**

- (a) The employer will allow all TEU members covered by this Agreement to attend, on paid leave, two TEU stopwork meetings (each of a maximum of two hours' duration) in each year, provided that:
  - (i) 14 days' notice of the date and time of any proposed stopwork meeting is given to the employer
  - (ii) wherever practicable the time of the proposed stopwork meeting is set by negotiation between the employer and the TEU.
- (b) The union will make arrangements with the employer to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- (c) Work will resume as soon as practicable after the meeting.
- (d) The TEU will supply the employer with a list of members who attended and will advise the employer of the time the meeting finished.

### **11.4 Access to Premises**

Official representatives of the TEU will, on any reasonable terms the employer may require, be given access to the polytechnic's premises for the purposes of:

- (a) obtaining authority to be bargaining agent for employees covered by this Agreement

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- (b) discussing with employees for whom the TEU is the bargaining agent any matters pertaining to their employment Agreement.
- (c) recruiting members.

#### **11.5 Branch Chair**

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

The employer agrees to allocation 0.20 work time to the TEU Branch Chair to undertake their union duties

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

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

#### **11.7 Agreement Monitoring Committee**

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

## **PART 12: PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS**

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

12.1 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 your employment relationship with EIT except matters relating to the fixing of new terms and conditions of employment.

You have the right to seek the support and assistance of the TEU or to seek information from the Department of Labour Mediation Service at any time.

12.2 If you believe there is a problem with your employment relationship with EIT, you should tell your manager, either personally or through the TEU as soon as possible:

- (a) that there is a problem; and
- (b) the nature of the problem; and
- (c) what you want done about the problem.

12.3 If for any reason you feel unable to raise the matter with your manager, other suggested contacts are the:

- Dean or Head of School;
- Human Resource Director; or
- Chief Executive.

12.4 In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.

12.5 The employer will try to resolve the matter through discussion with you and/or the TEU.

12.6 If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Department of Labour which may provide mediation services.

12.7 If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.

12.8 In certain circumstances the decision of the Employment Relations Authority may be appealed by you or EIT to the Employment Court.

## **PART 13: TRANSITIONAL PROVISIONS**

### **13.1 Holding Allowances**

The provisions related to the Holding allowances as outlined in the contract dated 01 June 1996 to 01 March 1999 will continue to apply, i.e. Holding allowances may be abated by incremental movements, progression or percentage salary increases.

### **13.2 Translation**

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

## SCHEDULE A

### The Agreement Monitoring Committee

#### 1. Introduction

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

#### 2. Composition of the Committee

2.1 The committee will be composed of equal numbers; not less than two each of management representatives and two local ASMs who are parties to the Agreement and nominated by the TEU.

2.2 The convenor of the committee shall be elected on an annual basis by members of the Committee. Appointments will be confirmed annually.

2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

#### 3. Role of Committee

3.1 The functions of the committee are to:

(a) Monitor the implementation of the following specified areas within the collective employment Agreement:

- (i) progression to SASM and PASM
- (ii) progression within the SASM grade
- (iii) development of policies relating to part-time ASMs
- (iv) progression within the Learning Facilitator Scale
- (v) starting salary policy
- (vi) exceptional workload provisions
- (vii) review of Agreement Monitoring Committee developed policies.

(b) Provide advice on any other matters referred to it by the CEO. The committee does not have a role in relation to variations to this Agreement.

#### 4. Operating Guidelines

4.1 The Committee will develop guidelines in relation to meeting frequency, agendas, and minutes and meeting protocol.

4.2 Committee members would be expected to consult using their own protocol with their constituencies throughout the process prior to decision-making.

4.3 Committee members shall genuinely seek to reach a consensus on all matters that come before the committee and to demonstrate good faith in discharging their responsibilities under the provisions of this schedule:

- (a) For matters which pertain to the Agreement, where agreement cannot be reached, the status quo of the Agreement prevails
  - (b) For matters where no status quo applies and agreement cannot be reached, but when an agreement within the terms of the Agreement is necessary for the proper functioning of the institution, normal prerogative prevails through matters being referred to the CEO until such time as the committee reaches agreement.
- 4.4 Agendas and minutes of meetings will be available for interested outside parties such as the National Secretary of the TEU.
- 4.5 Advisers may be invited to attend subject to committee agreement.
- 4.6 Local policy agreed by the committee will be promulgated through standard local procedure and subject to periodic review/amendment by the committee.
- 5. Resourcing**
- 5.1 Secretarial support and time allowances will be made available to the committee to ensure its effective operation.
- 5.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs shared with the TEU.

**SCHEDULE B**  
**Academic Staff Member Salary Scale**

	w.e.f		Part-time Hourly Rates	
	2-Oct-10	2-Oct-11	2-Oct-10	2-Oct-11
	1.90%	1.90%	1.90%	1.90%
Tutorial Assistants				
Step 1	\$29,387	\$29,945	\$18.55	\$18.90
2	\$30,895	\$31,482	\$19.50	\$19.87
3	\$32,400	\$33,016	\$20.45	\$20.84
4	\$33,908	\$34,553	\$21.40	\$21.81
5	\$35,417	\$36,090	\$22.35	\$22.78
6	\$36,921	\$37,623	\$23.30	\$23.75
7	\$38,483	\$39,214	\$24.29	\$24.75
8	\$39,937	\$40,695	\$25.21	\$25.69
ASM Scale				
0				
1	\$44,484	\$45,330	\$28.08	\$28.61
2	\$47,180	\$48,076	\$29.78	\$30.34
3	\$49,137	\$50,071	\$31.01	\$31.60
4	\$51,098	\$52,069	\$32.25	\$32.86
5	\$53,053	\$54,061	\$33.49	\$34.12
6	\$55,013	\$56,058	\$34.72	\$35.38
7	\$56,971	\$58,054	\$35.96	\$36.64
8	\$58,933	\$60,053	\$37.20	\$37.90
Bar				
9	\$60,891	\$62,048	\$38.43	\$39.16
10	\$62,851	\$64,045	\$39.67	\$40.42
11	\$65,005	\$66,240	\$41.03	\$41.81
SASM Range				
min	\$65,005	\$66,240	\$41.03	\$41.81
max	\$73,184	\$74,574	\$46.19	\$47.07
PASM Range				
min	\$67,146	\$68,422	\$42.38	\$43.19
max	\$85,266	\$86,886	\$53.82	\$54.84

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

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

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

## SCHEDULE C

### Learning Facilitator Salary Scale

Step	2 October 2010 1.9%	2 October 2011 1.9%
1	35006	35671
2	36802	37501
3	38595	39328
4	40391	41159
Bar		
5	42188	42989
6	43981	44817
7	45840	46711
8	47572	48476
Bar		
9	49137	50071
10	51098	52069
11	53053	54061

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## SCHEDULE D

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

These characteristics should be applied:

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

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

### ASMs

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

They should:

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

## SASMs

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

They should:

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

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## SIGNATORIES

The Chief Executive of the Eastern Institute of Technology and the TEU undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed:



Chief Executive

Date:

15-12-10

Signed:



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National Secretary, for and on behalf of the  
Tertiary Education Union (TEU)

Date:

23/12/10.

