

**Western Institute of Technology at Taranaki,
Unitec Institute of Technology, Wintec,
Northland Polytechnic, Bay of Plenty Polytechnic,
Whitireia Community Polytechnic**



**Academic Staff Multi-Employer
COLLECTIVE AGREEMENT**



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

01 June 2010 to 30 November 2010

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PART 1 - COVERAGE AND APPLICATION OF AGREEMENT

1.1 Parties

The parties to this agreement are:

The Chief Executives of Unitec Institute of Technology, Wintec, Northland Polytechnic, Whitireia Community Polytechnic, The Western Institute of Technology at Taranaki and Bay of Plenty Polytechnic (“the employer parties”)

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

1.2 Coverage

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

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

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

The individuals named in Schedule A(1) are covered by this agreement. No other person may be added to this Schedule, despite the fact that the work of such person may be in most or in some respects similar or identical to the work of the named individuals.

Specifically excluded from clause 1.2 of this agreement are employees who hold any of the following positions: Vice President, Dean, Associate Dean, Head of School/Head of Department, Associate Head of School/Associate Head of Department and Programme Managers (Northland).

This agreement will not cover the work done by the employees named in Schedule A(2).

1.3 Application of the Terms and Conditions of the Collective Agreement

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

- (a) the employer will inform the employee:
 - (i) that this collective agreement exists and covers the work to be done by the employee; and
 - (ii) that he/she may join TEU, and how to contact TEU; and
 - (iii) that if he/she joins TEU, he/she will be bound by this collective agreement; and
 - (iv) that, during the first 30 days of his/her employment the employee’s terms and conditions of employment comprise the terms and conditions in the collective agreement that would bind the employee if the employee were a member of the union and any additional terms and conditions mutually agreed which are not inconsistent with this collective agreement; and

- (b) the employer will give the employee a copy of this collective agreement; and
- (c) if the employee agrees, the employer will inform TEU as soon as practicable and in any event within 10 working days that the employee has entered into the individual agreement.

1.4 Cessation of Coverage

Any employee

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

1.5 Variation of this Agreement

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

1.6 Term of the Collective Agreement

This collective agreement takes effect on 01 June 2010, and expires on 30 November 2010.

1.7 Recognition of the Union Authority

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

1.8 Inadvertent Omission

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

1.9 Policies

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

1.10 Consultation

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

1.10.2 The parties undertake to meet as agreed from time to time, or where the institute operates an agreement monitoring committee this process will be used, for the express purpose of discussing matters of concern or interest to TEU or the respective employer parties.

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

PART 2 - DEFINITIONS

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

“ASM” means an academic staff member on the ASM salary scale at Schedules B1, B2, B3, B4, B5 and B6.

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

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

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

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

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

“ERA” means the Employment Relations Act 2000.

“Institute” means each of the institutes referred to in clause 1.1.

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

“PASM” means an academic staff member on the PASM salary scale at Schedules B1, B2, B3, B4 and B5.

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

“Polytechnic” has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the 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 the institute's policy.

“SASM” means an academic staff member on the SASM salary scale at Schedules B1, B2, B3, B4, B5 and B6.

“Service” means

- (a) (i) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology, and
- (ii) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and

- (iii) periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated to the full time equivalent service for the purposes of this definition, and
 - (iv) any other service the employer agrees to recognise at the time of appointment.
- (b) “Continuous service” for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:
- (i) approved leave without pay
 - (ii) breaks of not more than three months between employment within the polytechnic service.

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

“Time-tabled Teaching Hour” means one hour spent in time-tabled class instruction including any time-tabled hour of structured learning activity for which the employee is responsible.

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

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

PART 3 - TERMS OF APPOINTMENT

3.1 Categories of Appointment

3.1.1 The categories of appointment are:

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

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

3.1.3

- (a) Limited tenure appointments will be for a specified period of time. The options under the surplus staff provisions of this agreement will not apply at the conclusion of the specified time of employment when limited tenure appointments have been made for the purpose of:
 - (i) filling a vacancy pending an appointment
 - (ii) relieving for a tenured employee on approved leave
 - (iii) trialling new courses for a period not exceeding two years
 - (iv) undertaking finite tasks for a period not exceeding two years.
- (b) Where an employee is employed on a full-time or proportional fixed term basis in a teaching role, the employee shall be paid an additional one weeks salary per semester to compensate the employee for preparation, marking and other relevant duties. Except as provided in this clause, such payment shall be calculated on the basis of the employee's average weekly earnings for the semester and shall be made with the last pay of each relevant semester.
- (c) Notwithstanding clause 3.1.3 (b), where practicable, the employee should be appointed to his/her position one week prior to commencing his/her teaching duties. In such case the employee should receive payment for such weeks work at the time the employee receives his/her first pay of the relevant semester.
- (d) Where the employee receives payment as provided in paragraph (c), the employee shall not be entitled to receive any payment provided in (b).

3.1.4 Part-time Positions

Part-time appointments may be:

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

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

3.2 Appointment Procedures

3.2.1 Advertising of Positions

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised in such a manner as to allow suitably qualified people to apply.
- (b) **Other Positions**
Where the proportionality of a position is altered by agreement between the employer and the employee, the incumbent will have automatic right to the position provided TEU is notified. If the re-designation occurs as a result of surplus staffing the provisions of Part 10 apply.

3.2.2 Equal Opportunities

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

3.2.3 Probationary Period

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

3.3 Termination of Employment

3.3.1 Notice of Resignation/Termination of Employment

- (a) Tenured employment may be terminated with two months written notice by either party.

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

3.3.2 Disciplinary Procedures for Employees

In any disciplinary action the following steps will be observed:

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

In the case of serious misconduct the employer may:

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

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

3.3.3 Incapacity

- (a) If as a result of physical or mental incapacity the employee is unable to perform the duties of the position, the employer will:
 - (i) consult with TEU on behalf of the employee

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

3.4 Miscellaneous Terms

3.4.1 Academic Freedom

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

PART 4 - CAREER PROGRESSION AND REMUNERATION

4.1 Statement of Intent

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

4.2 Salary Rates

4.2.1 Salaries

- (a) Subject to the provisions of this sub-clause, employees will be paid at the appropriate rates set out as follows:
 - ☞ Unitec Institute of Technology – in accordance with Schedule B1
 - ☞ Wintec – in accordance with Schedule B2
 - ☞ Northland Polytechnic – in accordance with Schedule B3
 - ☞ The Western Institute of Technology at Taranaki – in accordance with Schedule B4
 - ☞ Whitireia Community Polytechnic – in accordance with Schedule B5, and
 - ☞ Bay of Plenty Polytechnic – in accordance with Schedule B6.
- (b) An employee on an individual contract or agreement who becomes bound by this agreement shall receive the salary rate applicable to his/her grade and step with effect from the date that he/she becomes bound by this agreement. Such employee shall not be entitled to receive back-pay.
- (c) Only an employee who as at 31 March 2008 is bound by the terms and conditions of the collective agreement that expired on 1 March 2008, shall be entitled to receive the salary increase for the year 2007 from the later date of 2 March 2008 or the date on which the employee became bound by that collective agreement, provided that the employee has not received a salary increase in 2008 while employed under an individual employment agreement.
- (d) For the purposes of this clause, the term “salary increase” shall not include any salary increment or salary increase paid as a result of promotion under an individual employment agreement based on the terms and conditions of the collective agreement.

4.2.2 Starting Salaries

- (a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee’s skills and attributes according to each Institute’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:

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

This will be confirmed in the letter of appointment.

4.2.4 Part-time Positions

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

4.3 Salary Progression

Throughout this agreement, the PASM grade does not apply to the Bay of Plenty Polytechnic.

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

4.3.1 Progression within the ASM Grade

The provisions of clause 4.3.1 apply to progression within the ASM Grade. Nothing in this clause should be read as preventing a new employee, in appropriate circumstances, from being appointed to ANY step within the ASM grade above Step 8.

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

- (a) Increments
 - (i) Subject to sub clauses (b) (c) and (d) of this clause employees in the ASM and Tutorial Assistants Grades will move one step after each year of service until reaching Step 8.
 - (ii) No increments will be paid to employees on probation.
- (b) Advanced Increments
 - (i) A double or accelerated increment may be approved by the employer for:
 - ? meritorious performance
 - ? ensuring relativity within the institute
 - ? retention
 - (ii) The new increment date is from the date of the advanced increment.

- (c) Withholding of Increments
An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.
- (d) Progression from ASM Steps 8 through to the maximum step within the ASM Grade

The provisions relating to step 8 in this clause of the agreement do not apply to employees employed at the Bay of Plenty Polytechnic.

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

4.3.2 Appointment and Progression to the SASM Grade

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

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

4.3.3 Progression within the SASM Grade

- (a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.
- (b) Subject to clause 4.3.3 (c), any increase given under this clause will be no less than:
 - ? \$1,500 per annum at The Western Institute of Technology at Taranaki
 - ? \$1,000 per annum at Unitec Institute of Technology, Wintec, and Northland Polytechnic
 - ? \$750 per annum at Whitireia Community Polytechnic
 - ? \$500 per annum at Bay of Plenty Polytechnic

- (c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 4.3.3(b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the SASM grade.

4.3.4 Appointment and Progression to the PASM Grade

- (a) The policies and procedures for appointment and progression from the SASM to the PASM Grade will be developed in consultation with TEU.
- (b) Subject to clause 4.3.4(c) any increase given under this clause will be no less than:
 - ? \$1,500 per annum at The Western Institute of Technology at Taranaki
 - ? \$1,000 per annum at Unitec Institute of Technology, Wintec, and Northland Polytechnic
 - ? \$750 per annum at Whitireia Community Polytechnic
- (c) Where the difference between the salary of the employee and the top of the salary scale for the PASM grade is less than the minimum amount provided for in clause 4.3.4 (b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the PASM grade.

4.3.5 Progression within the PASM Grade

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

4.4 Salary Allowances

4.4.1 Market Allowance

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

4.4.2 Acting Higher Duties Allowance

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

4.4.3 Special Responsibilities Allowance

- a) An academic staff member required by the employer to undertake special responsibilities over and above those normally expected of an academic staff member (as defined by the employer) will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of at least \$1,000 per annum and no more than 20% of the academic staff member's base salary.
- b) The granting of any special responsibilities allowance will be confirmed in writing to the employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and will be terminated by the employer by giving one months notice in writing.

4.5 Payments

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

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

4.6 Salary Profile within the Institute

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

PART 5 - WORKLOAD

This part of the agreement applies to all institutes except Bay of Plenty Polytechnic. The provisions relating to Workload at the Bay of Plenty Polytechnic are in Schedule G to this agreement.

5.1 Intent

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

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

5.2 Workload Principles

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

5.2.1 The workload must be equitable.

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

5.2.2 Total workload must be reasonable.

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

5.2.3 Total workload must be safe.

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

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

- (a) Time-tabled teaching hours and all attendant duties including
 - ? preparation for lessons
 - ? routine administration and participation in institute processes
 - ? student assessment
 - ? 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 academic 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 time-tabled teaching throughout the year
- ? participation in research projects as appropriate
- ? teaching across a range of courses/programmes
- ? rapidly changing disciplines
- ? post-graduate supervision.

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

5.3 Timetabled Teaching Hours (TTH)

The following TTH maxima apply to full time 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 (ie 1 February to 31 January), for:
- | | |
|---------------------------------------|----------|
| ? Academic staff members | 825 TTH |
| ? Tutorial assistants | 1000 TTH |
| ? Probationary academic staff members | 660 TTH |
- (b) per quarter (ie the year 1 February to 31 January divided into four equal periods), for:
- | | |
|---------------------------------------|---------|
| ? Academic staff members | 300 TTH |
| ? Tutorial assistants | 360 TTH |
| ? Probationary academic staff members | 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:
- | | |
|--------------------------|-----------------|
| ? Academic staff members | 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) Time-tabled 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 in consultation with TEU.
- (f) For academic staff members with increased workload because of special responsibilities referred to in clause 4.4.3, the maximum time-tabled 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 academic staff member's workload being maintained at an equitable and reasonable level.

5.4 Duty Hours

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

- (a) 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:
 - ? 36 hours for employees employed as academic staff members and tutorial assistants at all institutes
 - ? 37.5 hours for Non-Teaching academic staff members employed at all institutes.
 - (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 consecutive days except when it is part of an approved professional development programme under clause 7.
 - ? before 8.00 am where this is necessary to meet the needs of the employer's business.

(b) Daily Duty Hours

An employee will:

- (i) be on duty for no more than eight hours in any day except when
 - ? on field trips or approved off-campus teaching duties
 - ? travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day;
- (ii) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
- (iii) not undertake duty within 11 hours of completing duty on the previous day.

(c) Exceptions for Clinical Teaching Duties

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

5.5 Workload Provisions for Specific Types of Position

5.5.1 Proportional Employees

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

PART 6 - LEAVE

6.1 Limitations of Leave Provisions

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

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

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

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

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

6.3 Leave on an Annual Basis

6.3.1 The Leave Year

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

6.3.2 Public and Institute Holidays

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

New Year's Day

The day after New Year's Day

Christmas Day

Boxing Day

Good Friday

Easter Monday

Easter Tuesday (institute holiday)

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

The Sovereign's birthday observance

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

The Anniversary Day of the province

Labour Day

6.3.2 Payment for Working on Public Holidays

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

6.3.4 Annual Leave

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

- (a) The timing of annual leave will be determined having regard to the operational requirements of the institute provided that the employee is not prevented from taking the leave entitlement in the current leave year.
- (b) Annual leave to be taken not less than one day at a time.
- (c) Employees are entitled to one block of leave of at least four weeks.
- (d) Employees shall take all their annual leave in the year of entitlement. Any annual leave in excess of four weeks that is not taken in the year of entitlement may be carried forward provided that the employee's manager has given his/her prior written approval. Where such prior written approval is not given, any leave in excess of four weeks will be forfeited.

6.3.5 Discretionary Leave

- (a) Except as otherwise provided in clause 6.3.4, 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 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 the institute's performance management procedures.
- (b) The employer and the employee may negotiate and agree in writing to reduce the employee's entitlement to discretionary leave under this clause subject to the following conditions:
 - (i) the reduction shall be in periods of not less than one week, and
 - (ii) the employee shall be liable to perform all duties relating to his/her position, and
 - (iii) the employee shall be paid 2% of the employee's annual salary for each week of discretionary leave that is reduced pursuant to this provision.

Sub-clause 6.3.5(b) does not apply during the employee's first 30 days of employment.

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

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

- (e) (i) Discretionary leave will not apply to a non-teaching academic staff member appointed after 1 September 1993.
- (ii) 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.
- (f) A Unitec employee on an individual contract or agreement (other than an individual contract or agreement based on the expired collective agreement) who becomes bound by this agreement shall be entitled to no more than two weeks discretionary leave unless the employer agrees to four weeks discretionary leave.

Where the employer agrees to the employee having four weeks discretionary leave, the employee shall forfeit two weeks salary with effect the date on which the employer and the employee agree in writing that the entitlement to four weeks discretionary leave will take effect.
- (g) Discretionary leave not taken in the year of entitlement will be forfeited.

6.3.6 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.

6.3.7 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.

6.3.8 Annual and Discretionary Leave for Employees with Short Service (effective date of these changes will be 01 February 2011)

- (a) Employees with less than 12 months full service in any one year will have leave calculated at 18 percent of the period worked, less any leave taken.
- (b) Where an employee has served less than 12 months and has 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: (ie. no discretionary leave)
10 percent of the period worked less any leave taken
 - ? Six weeks leave entitlement : (ie. five weeks annual leave and one weeks discretionary leave)
12 percent of the period worked less any leave taken
 - ? Seven weeks leave entitlement: (ie. five weeks annual leave and two weeks discretionary leave)
14 percent of the period worked less any leave taken
 - ? Eight weeks leave entitlement: (ie. five weeks annual leave and three weeks discretionary leave)
16 percent of the period worked less any leave taken.

- (c) Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

6.4 Sick Leave

6.4.1 Sick Leave Entitlement

- (a) Each employee will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the employee's service, provided that an employee shall at all times be entitled to no less than 5 days paid sick leave per year.
- (b) All employees appointed on or after 2 March 1999 (or 1 June 1999 in the case of Bay of Plenty Polytechnic) will be entitled to 10 days sick leave on appointment.
- (c) The employee's entitlement will then be increased by five days every six months thereafter. After 50 increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the employee has already taken during his/her service.
- (d) Employees appointed before 2 March 1999 (or 1 June 1999 in the case of Bay of Plenty Polytechnic)
 - (i) Those employees with accrued sick leave in excess of 260 days as at 2 March 1999 (or 1 June 1999 in the case of Bay of Plenty Polytechnic) will retain their current entitlement.
 - (ii) Those employees with accrued sick leave of less than 260 days as at 2 March 1999 (or 1 June 1999 in the case of Bay of Plenty Polytechnic) will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.4.1(c).
 - (iii) Those employees who have no accrued sick leave as at 2 March 1999 (or 1 June 1999 in the case of Bay of Plenty Polytechnic) will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with 6.4.1(c).
- (e) Any statutory or institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in (c) and (d) above, in anticipation of future entitlements.
- (g) A full-time employee who works five days a week will have a maximum of five days sick leave deducted for a week of absence.
- (h) The employer may require the employee to produce a medical certificate for absences of five days or more on sick leave.

6.4.2 Accident Compensation

Sick leave entitlement arising from accident compensation.

- (a) In respect of a work-related accident affecting the employee, the first weeks pay will be covered by the employer, and thereafter by a combination of either ACC and/or sick leave entitlement.
- (b) In respect of a non-work accident affecting the employee, leave with pay will be:
 - (i) a charge against sick leave entitlement for the first week
 - (ii) and after the first week and for a period of up to 26 weeks from the date of the accident, a proportionate charge against sick leave entitlement
 - (iii) leave without pay will be granted when sick leave entitlement has been exhausted.

6.4.3 Leave for Sickness in the Home

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

6.4.4 Extraordinary Sick Leave

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

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

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

6.5 Other Leave

6.5.1 Special Leave without Pay

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

6.5.2 Leave for Family Reasons

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

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

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

6.5.3 Bereavement/Tangihanga Leave

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

In granting bereavement/tangihanga leave the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (a) The closeness of the association between the employee and the deceased (Note: This association need not be a blood relationship)
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death
- (c) The amount of time needed to discharge properly any responsibilities or obligations
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

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

6.5.4 Maternity Leave and Grant

The entitlement of employees to maternity leave and grant are provided in this agreement as follows:

- ? Unitec Institute of Technology, Wintec, and Northland Polytechnic – see Schedule D1
- ? The Western Institute of Technology at Taranaki – see Schedule D2
- ? Whitireia Community Polytechnic – see Schedule D3
- ? Bay of Plenty Polytechnic – see Schedule D4

6.5.5 Parental Leave for Male Employees

The entitlement of male employees to parental leave and/or grant is provided in this agreement as follows:

- ? Unitec Institute of Technology, Wintec and Northland Polytechnic-see Schedule D1
- ? The Western Institute of Technology at Taranaki – see Schedule D2
- ? Whitireia Community Polytechnic – see Schedule D3
- ? Bay of Plenty Polytechnic – see Schedule D4

6.5.6 Miscellaneous Leave Provisions

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

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

6.5.7 Leave for Approved Statutory Authorities

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

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

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

6.6 Entitlements under the Holidays Act 2003

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

PART 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 Reciprocal Commitment

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

7.2 Training

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

7.3 Professional Development

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

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

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

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

PART 8 - ALLOWANCES, EXPENSES AND GRANTS

8.1 Employment Related Expenses

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

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

8.2 Travelling Allowance

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

- (a) approved actual and reasonable accommodation costs, or an allowance of \$32.09 per night when staying privately, and
- (b) actual and reasonable travel costs, and
- (c) actual and reasonable meal costs up to \$64.17 for each completed 24 hour period, and
- (d) an incidental allowance of \$8.07 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 \$13.46.

8.4 Tea Expenses

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

8.5 Transport Allowances

- (a) The following motor vehicle allowance will be reimbursed to employees required to use his/her own vehicle for official business:
 - ? Unitec Institute of Technology and Whitireia Community Polytechnic – 62 cents per km
 - ? Wintec, The Western Institute of Technology at Taranaki, Northland Polytechnic and Bay of Plenty Polytechnic - 50 cents per km
- (b) Employees will cover the cost of their own travel to and from his/her work each day, provided that where the work base varies from time to time, the employer will pay any additional costs incurred. The employer may operate a policy by which this is accomplished.

8.6 Relocation Expenses

- (a) Relocation expenses will be paid when an employee's normal place of work within the institute, is moved to a location out of the local area and the employee relocates within 12 months of the change in workplace.
- (b) Employees will be paid actual and reasonable costs of relocation as follows:
 - (i) temporary accommodation pending acquisition of permanent accommodation, for up to three months
 - (ii) packaging, freight and storage of furniture and personal effects
 - (iii) travel costs for the employee's immediate family and other dependent members of the household
 - (iv) legal fees and land agents commission for the sale of a home at the former location and the purchase of a home at the new location (home will include land purchased for the purpose of building a house)
 - (v) any penalty attached to the early repayment of the mortgage.
- (c) Where relocation expenses are paid the maximum payment will be \$25,000.
- (d) A payment towards relocation expenses may be made at the time of appointment.

8.7 Compassionate Grant on Death of Employee

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

8.8 Reimbursements

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

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

8.9 Care of Dependants

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

PART 9 - PROTECTION AND SAFETY PROVISIONS

9.1 Working Conditions

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

9.2 Hearing Protection

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

9.3 Eye Protection

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

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

9.4 Protective Clothing

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

9.5 Issue of Uniforms

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

9.6 Safety Footwear

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

9.7 Immunisation – Hepatitis B

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

PART 10 - ORGANISATIONAL CHANGE

The provisions of this agreement relating to Organisational Change are as follows:

- ? Unitec Institute of Technology and Waikato Institute of Technology – see Schedule E1
- ? Northland Polytechnic – see Schedule E2
- ? The Western Institute of Technology at Taranaki – see Schedule E3
- ? Whitireia Community Polytechnic – see Schedule E4
- ? Bay of Plenty Polytechnic – see Schedule E5

PART 11 - UNION MATTERS

11.1 Union Information

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

11.2 Deduction of Union Fees

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

11.3 Union Meetings

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

11.4 Access to Premises

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

11.5 Branch Chairperson

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

11.6 Leave for Union Business

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

PART 12 - RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

12.1 Resolution

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

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

PART 13 - TRANSITIONAL PROVISIONS

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

13.1 Holding Allowances

The percentage increases specified in this agreement will apply to employees in receipt of holding allowances. Subject to the provisions of this agreement relating to back-pay, the percentage increases will be applied to the appropriate step within the ASM or SASM Scale which the individual staff member is on as at 2 March 2008. The holding allowance will remain at its existing monetary level - it will not be abated.

13.2 Market Allowances

The percentage increases specified in this agreement will apply to employees in receipt of market allowances. Subject to the provisions of this agreement relating to back-pay, the percentage increases will be applied to the appropriate step within the ASM or SASM Scale which the individual staff member is on as at 2 March 2008. The market allowance will remain at its existing monetary level - it will not be abated.

Named Employees Covered by this Agreement

Refer clause 1.2

The following individuals are covered by this agreement while they are employed by the employer parties, while they are members of TEU and while they are employed to do the work specified alongside their name:

Unitec Institute of Technology

Ailsa Deverick

Associate Head of School

Wintec

Malcolm Herrick

Counsellor

Whitireia Polytechnic

Joanna Tennant

Counsellor

Named Employees Excluded from this Agreement

Refer clause 1.2

This agreement will not cover the work done by the employees listed below:

Unitec Institute of Technology

D Joyce
L Kestle
H L Sathu

C H King
G S McConchie
C Sherab

SCHEDULE B1

This Schedule applies to employees employed at Unitec Institute of Technology ONLY.

Academic Staff Salary Scale – Unitec Institute of Technology

	Annual Salaries (Full-Time)	Part-time Hourly Rates
	w.e.f. 2-Mar-08 4.00%	Revised rate (01 June 2010) to reflect 1476 -1.08%
Tutorial Assistants Scale		
Step		
1	28765	18.04
2	30240	18.97
3	31715	19.9
4	33192	20.82
5	34666	21.75
6	36141	22.67
7	37617	23.6
8	39090	24.52
ASM Scale		
0		25.66
1	43543	27.32
2	46182	28.97
3	48097	30.17
4	50016	31.38
5	51932	32.58
6	53850	33.78
7	55767	34.98
8	57685	36.19
	----- MERIT BAR -----	

9	59601	37.39
10	61521	38.59
11	63629	39.92
SASM Range		
min	63629	39.92
max	71636	44.94
PASM Range		
min	65724	41.23
max	83459	52.36

SCHEDULE B2

This Schedule applies to employees employed at Wintec ONLY.

Academic Staff Salary Scale – Wintec

PART TIME ASM HOURLY RATES				ACADEMIC STAFF MEMBERS			
3.5% TEU INCREASE				AMENDED SALARY SCALES			
STEP	Revised rate (01 June 2010) to reflect 1476 -1.08%			2/03/2007	2/03/2008		
				10 DAYS	3.50%	10 DAYS	
	25.23						
1	26.99			1,594.54	43,027	1,650.34	
2	28.63			1,691.16	45,634	1,750.35	
3	29.81			1,761.31	47,527	1,822.96	
4	31.00			1,831.58	49,423	1,895.68	
5	32.19			1,901.76	51,317	1,968.33	
6	33.38			1,971.99	53,212	2,041.01	
7	34.57			2,042.18	55,106	2,113.65	
8	35.76			2,112.44	57,002	2,186.38	
	MERIT BAR then new steps			MERIT BAR then new steps			
9	36.95			2,182.63	58,896	2,259.02	
10	38.14			2,252.86	60,791	2,331.71	
11	39.44			2,330.11	62,876	2,411.67	
SASM	39.44	min		SASM 2,330.11	62,876	2,411.67	min
	44.41	max		2,623.33	70,788	2,715.14	max
PASM	40.74	min		PASM 2,406.85	64,946	2,491.09	min
	51.74	max		3,056.28	82,470	3,163.25	max
TUTORIAL ASSISTANTS							
Step							
1	17.83			1,053.40	28,425	1,090.27	
2	18.75			1,107.39	29,882	1,146.15	
3	19.66			1,161.42	31,340	1,202.07	
4	20.57			1,215.45	32,798	1,257.99	
5	21.49			1,269.48	34,256	1,313.92	
6	22.40			1,323.47	35,712	1,369.79	
7	23.32			1,377.50	37,170	1,425.72	
8	24.23			1,431.49	38,627	1,481.60	

SCHEDULE B3

This Schedule applies to employees employed at Northland Polytechnic ONLY.

Academic Staff Salary Scale – Northland Polytechnic

Grade Step	2 March 2008 3.5%	Revised rate (01 June 2010) to reflect 1476 -1.08%
	Annual Salary	Part Time rate
Tutorial assistants		
1	27514	17.26
2	28926	18.15
3	30336	19.03
4	31746	19.91
5	33159	20.80
6	34568	21.69
7	35981	22.57
8	37391	23.46
ASM Scale		
1	41649	26.13
2	44173	27.71
3	46007	28.86
4	47841	30.01
5	49673	31.16
6	51508	32.31
7	53341	33.46
8	55176	34.61
9	57011	35.76
10	58845	36.91
11	60862	38.18
SASM Range		
Minimum	60862	38.18
Maximum	68521	42.98
PASM Range		
Minimum	62868	39.44
Maximum	79831	50.08

SCHEDULE B4

This Schedule applies to employees employed at Western Institute of Technology at ONLY.

Academic Staff Salary Scale – Western Institute of Technology

	3.5% at 2 March 2008	Revised rate (01 June 2010) to reflect 1476 -1.08%
Step	Annual Salary	Hourly
Tutorial Assistant		
1	26,738	16.77
2	28,110	17.63
3	29,479	18.49
4	30,852	19.35
5	32,224	20.21
6	33,595	21.07
7	34,965	21.93
8	36,337	22.79
ASM		
0	-	23.83
1	40,474	25.39
2	42,926	26.93
3	44,708	28.05
4	46,491	29.16
5	48,271	30.28
6	50,055	31.40
7	51,839	32.52
8	53,621	33.64
Merit Bar		
9	55,404	34.76
10	57,186	35.87
11	58,968	36.99
SASM Min.	58,968	36.99
SASM Max.	66,589	41.77
PASM Min.	61,094	38.33
PASM Max.	77,579	48.67

SCHEDULE B5

This Schedule applies to employees employed at Whitireia Community Polytechnic ONLY.

Academic Staff Salary Scale – Whitireia Community Polytechnic

	2/3/07 ANNUAL 3.25%		2/3/08 ANNUAL 3.5%	
STEP				Revised rate (01 June 2010) to reflect 1476 -1.08%
Tutorial Assistant	Annual	Hourly	Annual	Hourly
1	27,329	17.57	28,286	17.74
2	28,730	18.47	29,736	18.65
3	30,131	19.38	31,186	19.56
4	31,534	20.28	32,638	20.47
5	32,936	21.18	34,089	21.38
6	34,336	22.08	35,538	22.29
7	35,738	22.98	36,989	23.20
8	37,139	23.88	38,439	24.11
ASM				
1	41,367	26.61	42,815	26.86
2	43,874	28.22	45,410	28.49
3	45,695	29.38	47,294	29.67
4	47,519	30.56	49,182	30.85
5	49,338	31.73	51,065	32.03
6	51,160	32.90	52,951	33.22
7	52,982	34.07	54,836	34.40
8	54,804	35.24	56,722	35.58
9	56,625	36.42	58,607	36.77
10	58,449	37.58	60,495	37.95
11	60,269	38.77	62,378	39.13
SASM 1	60,269	38.77	62,378	39.13
SASM MAX	68,058	43.77	70,440	44.19
PASM 1	62,444	40.15	64,630	40.54
PASM MAX	79,293	51.00	82,068	51.48

SCHEDULE B6

This Schedule applies to employees employed at Bay of Plenty Polytechnic ONLY.

Academic Staff Members Salary Scale – Bay of Plenty Polytechnic

T2 ASMs		2-Mar-08
		3.5%
	Maximum	\$76,535
	Minimum	\$64,375
T1 ASMs	T1	2-Mar-08
	10	\$62,323
	9	\$60,258
	8	\$58,379
	7	\$56,502
	6	\$54,622
	5	\$52,744
	4	\$50,866
	3	\$48,989
	2	\$47,110
	1	\$45,233
Tutorial Assistants		2-Mar-08
	8	\$38,281
	7	\$36,842
	6	\$35,398
	5	\$33,953
	4	\$32,508
	3	\$31,062
	2	\$29,620
	1	\$28,176
PART TIME ACADEMIC STAFF MEMBER RATES		
T2 Part Time Rates		3.5%
		2-Mar-08
	Maximum	\$49,218
	Minimum	\$41,398
T1 Part Time Rates		2-Mar-08
	10	\$37,533
	9	\$36,289
	8	\$35,157
	7	\$34,027
	6	\$32,895
	5	\$31,764
	4	\$30,633
	3	\$29,503
	2	\$28,371
	1	\$27,241
TA Part Time Rates		2-Mar-08
	8	\$23,054
	7	\$22,187
	6	\$21,318
	5	\$20,447
	4	\$19,577
	3	\$18,706
	2	\$17,838
	1	\$16,969

SCHEDULE C

Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied:

- 1 in the identification of academic staff positions
- 2 during probationary period
- 3 for career progression.

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

ASMs

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

They should:

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

SASMs

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

They should:

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

The following provisions relating to maternity leave and grant apply to Unitec Institute of Technology, Wintec and Northland Polytechnic ONLY

6.5.4 Maternity Leave and Grant

Maternity leave is leave without pay.

- (a) Tenured and limited tenure employees appointed for more than 12 months are entitled to maternity leave on the following basis:
 - (i) An employee who is pregnant is entitled to maternity leave and protection of employment. Leave may commence at any time during the pregnancy subject to the employee giving the employer one months notice in writing, supported by a medical certificate. A shorter period of notice will be accepted on the recommendation of a medical practitioner;
 - (ii) A female employee with 12 months or more service, but excluding any periods of colleges of education or university training, will be entitled to 12 months leave from the date of the birth;
 - (iii) 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 the employer;
 - (iv) A female employee intending to legally adopt a child under the age of 12 months subject to satisfactory evidence will be entitled to maternity leave from the date of assuming responsibility for the child as if subclause (ii) or (iii) above applied. The requirement of one months notice does not apply.
- (b) For employees other than those in (a) above the provisions of the Parental Leave and Employment Protection Act 1987 will apply.
- (c) A maternity grant will be payable to an entitled employee on production of the certificate of the birth of the child, (whether live or stillborn) or on production of an approved adoption placement.
- (d) The grant will be of six weeks full salary at the effective date maternity leave commenced or of resignation.
- (e) The full maternity grant equivalent to six weeks salary as in (d) above will be payable regardless of whether an employee returns to work before the expiry of six weeks maternity leave. Receipt of salary will not affect the payment of the full grant.

6.5.5 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.

The following provisions relating to parental leave apply to employees employed at The Western Institute of Technology at Taranaki ONLY.

6.5.4 Parental Leave

Save for the enhanced conditions in this employment agreement, the provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all employees.

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.

(a) Notice required to take parental leave:

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

(b) Duration of leave:

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

- (i) For an employee with 12 months or more service, 12 months parental leave from the date of birth or the date of assuming responsibility;
- (ii) 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.

(c) Return to work:

- (i) An employee must give the employer at least one months notice of intention to return to work before parental leave expires. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should an employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.
- (ii) An employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.

- (iii) The 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.
 - (iv) Breastfeeding women shall have the right to one or more daily breaks to attend to their child. The breaks shall be counted as working time and included in the total duty hours.
- (d) Sick leave during pregnancy:
Periods of illness due to pregnancy, prior to cessation of duties, may be charged against the employee's sick leave entitlement. Parental leave is not to be granted as sick leave, with or without pay.
- (e) Annual leave:
Unpaid parental leave reduces annual leave entitlement. Annual leave 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.
- (f) Paid parental leave:
- (i) 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.
 - (ii) 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.
 - (iii) Where an employee elects to resign because of birth/adoption, such resignation will be deemed to take effect six weeks after the employee's last day of duty and parental leave shall be paid during this period.
 - (iv) If, for the period of any portion of the parental leave period, the rate of salary payable is later the subject of a retrospective increase, a sum representing the applicable weekly increase shall be paid to the employee on application.
 - (v) 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.
- (g) Legislative change:
- (i) This provision is subject to any legislative change providing for paid parental leave that may be enacted during the term of this agreement. If such legislation provides for less than six weeks paid leave, the employer will pay the difference up to a maximum of six weeks.
 - (ii) 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.
 - (iii) Should the legislation provide for paid leave entitlement equal to or greater than six weeks, but the payment is less than 100% of total earnings, the employer agrees to top up the amount payable to the employee to the employee's substantive salary for the period of paid leave provided by the legislation, up to a maximum value of six weeks salary.

NOTE: The employer and TEU agree that eligibility for paid leave in the case of whaangai will apply only once per child.

The following provisions relating to parental leave apply to employees employed at Whitireia Community Polytechnic ONLY.

6.5.4 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.

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 months notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- (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 months notice does not apply.

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;
- (c) 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.

Return to work:

An employee must give the employer at least one months notice of intention to return to work before parental leave expires. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should an employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.

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. The breaks shall be counted as working time and included in the total duty hours.

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.

Annual leave:

Unpaid parental leave reduces annual leave entitlement. 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.

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, such resignation will be deemed to take effect six weeks after the employee's last day of duty and parental leave shall be paid during this period.

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

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

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. If the legislation provides for paid leave at less than 100% of the substantive salary, then the employer shall pay the difference over the period provided by the legislation.

6.5.5 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

The following provisions relating to parental leave and maternity grant apply to employees employed at Bay of Plenty Polytechnic ONLY.

6.5.4 Parental Leave

Parental leave is leave without pay.

- (a) Full-time and proportional tenured and limited tenure employees appointed for more than 12 months are entitled to parental leave on the following basis:
- (i) An employee who is pregnant or an employee whose partner is pregnant is entitled to parental leave and protection of employment. Leave may commence at any time during the pregnancy subject to the employee giving the employer one months notice in writing, supported by a medical certificate. A shorter period shall be accepted on the recommendation of a medical practitioner;
 - (ii) Employees whose partners are pregnant shall support their application for leave with either their partner's medical certificate or a letter from their partner;
 - (iii) The total amount of time taken collectively by both partners shall not exceed 52 weeks;
 - (iv) Employees with 12 months or more service, shall be entitled to 12 months leave to be taken in one continuous period;
 - (v) Employees with less than 12 months service shall be entitled to six months leave and may be granted up to six months additional leave at the discretion of the employer;
 - (vi) An employee intending to legally adopt a child under the age of 12 months subject to satisfactory evidence shall be entitled to parental leave from the date of assuming responsibility for the child as if subclause (iv) or (v) above applied. The requirement of one months notice does not apply.
- (b) A maternity grant as provided for in clause 4.10 of this agreement shall be payable to entitled female employees. Provided that if legislation allows six weeks or more paid maternity leave this clause (and therefore clause 4.10) shall cease to have effect, except as so far as agreed below.

If such legislation provides for paid leave at less than six weeks, then the employer shall pay the difference over the period provided by the legislation.

Should the legislation provide for paid leave entitlement equal to or greater than 6 weeks, but the payment is less than 100% of total earnings, the employer agrees to top up the amount payable to the employee to the employee's substantive salary for the period of paid leave provided by the legislation, up to a maximum value of 6 weeks salary.

6.5.4 Maternity Grant

- (a) A maternity grant shall be payable to an entitled ASM (as specified in 8.19) on production of the certificate of the birth of the child, (whether live or stillborn) or on production of an approved adoption placement. A medical certificate confirming pregnancy or confirmation from Social Welfare of suitability as an adoptive parent, must be produced before commencing maternity leave or resigning.

- (b) The amount of the grant shall be calculated on the basis of six weeks full salary at the rate applicable at the date of birth (or placement in the case of adoption) to the position from which the teacher was granted leave of absence or resigned as the case may be. If the rate of salary payable at the date of birth (or placement in the case of adoption) is later the subject of a retrospective increase, a sum representing six times the weekly increase shall be paid to the teacher on application.
- (c) The full maternity grant equivalent to six weeks salary as in (b) above shall be payable regardless of whether an ASM returns to work before the expiry of six weeks maternity leave. Receipt of salary shall not affect the payment of the full grant.

The following provisions relating to Organisational Change apply to employees employed at Unitec Institute of Technology and Wintec ONLY.

PART 10 - ORGANISATIONAL CHANGE – Unitec Institute of Technology and Wintec

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 tenured employees. They do 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, a position or an employee becomes superfluous or surplus to the employer's requirements. No existing staff member will be displaced by the appointment of a tutorial assistant.

10.4 Technical Redundancy Provision

Where an employee's employment is being terminated by the employer 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 the employer to make a severance payment to the employee if:

- (a) the person or organisation acquiring the business, or the part being sold or transferred:
 - ? has offered the employee employment in the business, or the part being sold or transferred: AND
 - ? has agreed to treat service with Wintec and Unitec 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:
 - ? any service related and redundancy conditions: AND
 - ? any conditions relating to superannuation under the employment being terminated: AND
- (c) the offer of employment by the person or organisation acquiring the business, or the part being sold or transferred, is an offer to employ the employee in that business either:
 - ? in the same capacity as that in which the employee was employed, OR
 - ? in a capacity that the employee is willing to accept.

10.5 Procedures

10.5.1 Consultation

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

- (b) A minimum of one month will be provided to allow TEU and affected employees to make submissions which will be considered by the employer before making a final decision. The parties may agree to a lesser period.
- (c) The employer will take all practicable steps to provide relevant information requested by TEU.
- (d) The employer will provide the union with an opportunity to be involved in any review. Should the review confirm a surplus staffing situation, individuals who might be affected will be advised in writing of this and of their right to assistance from TEU.

10.5.2 Notification

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

10.6 Options

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

- (a) attrition,
- (b) redeployment,
- (c) enhanced early retirement,
- (d) retraining
- (e) severance

Where the other options are inappropriate to discharge the surplus the option of severance will be made available. Employees who are offered a position within the institute 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.

10.7 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 institute. The following conditions will apply:

- (a) Where the new job is at a lower salary, an equalisation salary allowance will be paid.
The equalisation salary allowance can be paid in the following ways:
 - (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

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

10.7.3 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 superannuity 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.

10.7.5 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, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher professional assistance
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (eg. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 1 April 1988.
- (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.

10.8 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 institute.

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 Statutory Employee Protection Provision

10.9.1 If the employer enters into any contract or arrangement with any person ("the New Employer") under which the whole or part of the employer's business is undertaken for the employer by the New Employer, or if the employer sells or transfers the whole or part of its business to the New Employer, the employer will seek to raise for discussion with the New Employer prior to such restructuring the extent to which

restructuring may affect employees and, where employment may be affected, advise the outcome of this to TEU.

- 10.9.2 Matters which the employer will seek to raise in the discussion with the New Employer will include whether or not the New Employer will make offers of employment to the employer's employees and if so whether employees will be offered employment in the same capacity, whether the conditions of employment offered will be the same or no less favourable than the employee's conditions of employment and whether service with the employer will be treated as continuous service with the New Employer.
- 10.9.3 At the time of any such restructuring, the employer will review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the New Employer, by considering the employment agreement of that employee together with the employer's employment policies existing at that time and the employee's personnel records. Individual entitlements will be notified by the employer to TEU.
- 10.9.4 This clause has been inserted in this agreement because of the Employment Relations Amendment Act (No 2) 2004.

The following provisions relating to surplus staffing apply to employees employed at Northland Polytechnic ONLY

PART 10 - SURPLUS STAFFING PROVISIONS – Northland Polytechnic

10.1 Intent

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

10.2 Application

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

10.3 Definition

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

10.4 Procedures

10.4.1 Consultation

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

10.4.2 Notification

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

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

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

10.6 Conditions Applying to Options

10.6.1 Attrition

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

10.6.2 Redeployment

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

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

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

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

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

10.6.3 Enhanced Early Retirement

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

10.6.4 Retraining

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

10.6.5 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this subclause is as defined in Part 2; except that for staff employed prior to 01 April 1988, service also includes other relevant Government service.

However, with effect from 01 December 1995, other relevant Government service in excess of 12 years will cease to apply and the remaining other relevant Government service will be abated at the rate of two years for every one year of polytechnic service accrued thereafter.

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

- (i) continuous service as a teacher in any public school, manual training centre, post-primary service, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher professional assistance;
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (eg. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 01 April 1988.
- (c) All service recognised under 10.6.5 (b) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any polytechnic employer.
 - (d) "Continuous service" for the purposes of (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the polytechnic service, or one month within other service(s) approved under (b) above.
 - (e) 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.

10.6.6 Technical Redundancy

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

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

10.7 Rights of Employees Declared Surplus

10.7.1 Time off to Attend Interviews

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

10.7.2 References

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

10.7.3 Counselling

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

10.7.4 Employees on Leave

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

10.8 Statutory Employee Protection Provision

- 10.8.1 If the employer enters into any contract or arrangement with any person (“the New Employer”) under which the whole or part of the employer’s business is undertaken for the employer by the New Employer, or if the employer sells or transfers the whole or part of its business to the New Employer, the employer will seek to raise for discussion with the New Employer prior to such restructuring the extent to which restructuring may affect employees and, where employment may be affected, advise the outcome of this to TEU.
- 10.8.2 Matters which the employer will seek to raise in the discussion with the New Employer will include whether or not the New Employer will make offers of employment to the employer’s employees and if so whether employees will be offered employment in the same capacity, whether the conditions of employment offered will be the same or no less favourable than the employee’s conditions of employment and whether service with the employer will be treated as continuous service with the New Employer.
- 10.8.3 At the time of any such restructuring, the employer will review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the New Employer, by considering the employment agreement of that employee together with the employer’s employment policies existing at that time and the employee’s personnel records. Individual entitlements will be notified by the employer to TEU.
- 10.8.4 This clause has been inserted in this agreement because of the Employment Relations Amendment Act (No 2) 2004.

The following provisions relating to Organisational Change apply to employees employed at The Western Institute of Technology at Taranaki ONLY

PART 10 - ORGANISATIONAL CHANGE – The Western Institute of Technology at Taranaki

10.0 Intent

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

10.1 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.

10.2 Definition

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

10.3 Procedures

Step 1

The Chief Executive will authorise a formal review to commence, which may impact on employees.

Notification of the review will be sent to the Chair of the local TEU Branch, the National Secretary of TEU, and potentially affected employees in the following circumstances:

- (a) At the early stage of any review where the whole or part of the polytechnic's organisational structure or function may result in significant changes to either the structure, staffing or work practices affecting existing employees
- (b) When there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of existing employees.

The employer will consult with TEU on the extent of the review process, the terms of reference and timeline for the review. TEU will respond without undue delay. The employer will genuinely consider any advice given before finalising those details.

Where it is clear that a possible surplus staffing situation will affect only one position, the process as outlined below may be modified by agreement.

Step 2

The employer will provide the Chair of the local TEU branch, the TEU National Secretary and potentially affected employees, the confirmed terms of reference and timeline.

- (a) The employer will provide TEU representatives with an opportunity to be involved in the review.
- (b) The employer and TEU may seek relevant information from employees if necessary during the review.
- (c) Potentially affected employees and TEU will be given an opportunity to forward submissions during the review. The employer will provide relevant information to employees and TEU to enable this to occur.

Step 3

The employer will publish a report on the outcome of the review which identifies whether any employee positions are potentially surplus to requirements.

In the event that surplus positions are identified, the employer will draft a timeline for surplus staffing action in consultation with the National Secretary of TEU and the Chair of the local TEU branch.

Step 4

Employees in areas directly affected by the report will be invited to submit a proposal which contains suggestions that may prevent positions being disestablished.

Step 5

The employer will carefully consider any submissions from employees in areas directly affected by the report and decide whether it is necessary to proceed with further surplus staffing action. The outcome will be made known to affected employees.

Note: If there is only one position identified as surplus and that position is clearly identified as being directly linked with programme(s) and/or task(s) which are to be discontinued as a result of the review, and the employee in the position, has prior to the year of the review, been normally timetabled for the programme(s) and/or task(s), steps 6,7,8 and 9 may not apply. If this is the case, step 10 applies.

Step 6

If further action is required the employer will notify TEU and may choose to call for expressions of interest from employees who wish to volunteer for severance to cover the surplus that has been identified. The aim will be to minimise the use of compulsory severance.

Step 7

If voluntary severance does not resolve the surplus staffing situation, the employer will consult with TEU over the criteria that will be applied in the selection of employees who are to retain their position(s).

Step 8

The employer will make known to affected employees the selection criteria (step 7) that will be applied should it be necessary to proceed with compulsory surplus staffing action.

Step 9

If compulsory surplus staffing action is to proceed, the employer will apply the selection criteria to identify those employees who are to retain the ongoing position(s).

Step 10

The surplus employees shall be given a minimum of two months notice of termination. The employer will concurrently advise the TEU Branch Chair and the TEU National Secretary of this date. The options described in clauses 10.4 and 10.5 of this contract will be considered prior to severance occurring and will continue to be available to employees declared surplus until the date that they cease duties, which, by mutual agreement, may be earlier than the expiry date of the termination notice.

10.4 Options

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

- (a) attrition
- (b) redeployment
- (c) enhanced early retirement
- (d) retraining
- (e) severance

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

10.5 Conditions Applying to Options

10.5.1 Attrition

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

10.5.2 Redeployment

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

- (a) Where the new job is at a lower salary, an equalisation salary allowance will be paid.
The equalisation salary allowance can be paid in the following ways:
 - (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

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

10.5.3 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.

10.5.4 Retraining

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

10.5.5 Severance

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

- (b) "Service" for the purposes of this subclause is as defined in Part 2; except that for staff employed prior to 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 polytechnic service accrued thereafter.

For the purpose of this subclause “other relevant Government service” means;

- (i) continuous service as a teacher in any public school, manual training centre, post-primary service, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education.
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher professional assistance
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (e.g. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 1 April 1988.
- (c) All service recognised under 10.5.5 (b) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any polytechnic employer.
- (d) “Continuous service” for the purposes of (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the polytechnic service, or one month within other service(s) approved under (b) above.
- (e) 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.
- (g) Fixed term employment that subsequently becomes tenured shall generate service for the purpose of this clause.

10.6 Rights of Employees Declared Surplus

10.6.1 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.

10.6.2 References

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

10.6.3 Counselling

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

10.6.3 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 contract.

10.7 Surplus staffing in relation to sale, merger or transfer

Where an employee's employment is being terminated by the Western Institute of Technology by reason only of sale, transfer merger or reconstruction of all or part of the Institute, nothing in this agreement will require the Institute to pay severance compensation to an employee if:

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

10.8 Statutory Employee Protection Provision

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

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

- 10.8.3 At the time of any such restructuring, the employer will review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the New Employer, by considering the employment agreement of that employee together with the employer's employment policies existing at that time and the employee's personnel records. Individual entitlements will be notified by the employer to TEU.
- 10.8.4 This clause has been inserted in this agreement because of the Employment Relations Amendment Act (No 2) 2004.

The following provisions relating to Reviews or Organisational Change apply to employees employed at Whitireia Community Polytechnic ONLY.

PART 10 - REVIEWS OR ORGANISATIONAL CHANGE – Whitireia Community Polytechnic

10.1 Intent

These provisions will be applied in any review situation that:

- (a) may result in significant changes to either the organisational structure or function, staffing or work practices affecting existing academic staff; and/or
- (b) when there has been a reduction in funding or demand for a course or group of courses sufficient to affect staffing levels.

10.2 Consultation

Prior to any review commencing, the Chief Executive will notify the National Secretary of TEU of the intention to commence a review and will liaise with TEU Te Hautu Kahurangi o Aotearoa to establish an agreed time frame for the consultation process to be undertaken. The employer will ensure that any potential group/section of affected staff is clearly identified.

The employer will identify the reason for the review and this will be communicated in writing to the TEU Assistant Secretary and to any employees likely to be affected.

The employer will discuss with TEU the extent of the review process and time frame. Where it is clear that a possible surplus staffing situation will affect only one position, the process as outlined below need not apply.

In the event that two or more staff are affected, TEU and the staff affected will be involved in a full evaluation of the review before any final decisions are made.

The agreed time frame will include a minimum of 28 days to ensure TEU and the employees can prepare individual or collective submissions to the employer. Where this timeframe is not practicable, a lesser period of time may be negotiated.

The Branch Chair of TEU Hautu Kahurangi o Aotearoa and the TEU Organiser will be provided with all information that for the purposes of this clause will assist in determining the need for any organisational change and/or whether there are potential surpluses of staff.

10.3 Surplus Staffing

10.3.1 Intent

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

10.3.2 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 fixed term appointment made in accordance with clause 3.1.3 of this agreement.

10.3.3 Definition

A surplus staffing situation exists when as a result of reduction of funding, course demands, organisational changes including mergers and amalgamations, or of identified factors and following the consultation process identified in clause 10.2 the employer requires a reduction in the number of positions. No existing staff member will be displaced or replaced by the appointment of a tutorial assistant and/or fixed term staff.

10.3.4 Options

If, after the consultation process and after due consideration of the submissions, specific positions are still identified as being surplus, the employer will notify the National Secretary of TEU of the number of surplus staff required, including the date by which surplus staff need to be discharged, before notice is given to any employees that their positions have been identified as being surplus.

The following are the options to be applied in surplus staffing situations prior to individuals being notified:

The aim will be to minimise the use of compulsory severance.

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

Process to be used for voluntary severance

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

- i) Should the number of volunteers exceed the number of surpluses, the employer will apply selection criteria as defined in Clause 10.3.5 to determine whose application for severance will be accepted.
- ii) Should the number of volunteers not exceed the number of identified surpluses, the employer will accept all expressions of interest from those who have volunteered subject to the operational requirements of the polytechnic.
- iii) Should there be no volunteers or insufficient volunteers to discharge the surplus, the Chief Executive shall then apply the criteria set out in clause 10.3.5 to identify the person/s to be declared surplus.

- (b) Attrition
the normal process of staff turnover where the number of employees is allowed to decrease by **not** replacing academic staff as they leave.

- (c) Redeployment
employees may be redeployed to a comparable position at the same or lower salary within the polytechnic. The following conditions will apply:
- i) With existing salary or an equalisation allowance paid as a lump sum (not abated by subsequent salary increases) of existing salary for a minimum of two years OR an equalisation allowance paid on a fortnightly basis for a period of two years (this allowance is abated by subsequent salary increases).
 - ii) Employees who are offered a position with 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.

iii) When redeployment occurs outside of the local area an, employee will be entitled to relocation expenses as set out in clause 8.6 of this agreement.

(d) Retraining

This option will be offered to all staff who wish to seek a contribution to a retraining proposal. This will be by way of an additional 10% of the gross lump sum severance payment. The total amount paid to an employee will not exceed 110% of the value of the severance payment.

The employee declared surplus will submit a proposal for approval by the employer (such approval not to be unreasonably withheld). This will not be a cash payment but would be subject to reimbursement claims, or payment on invoice from the training provider to the employee. There will be no requirement that an employee seeking this option is required to be re-employed by the Polytechnic.

(e) Severance

(Refer to clause 10.3.7 Severance Formula).

The employer will, in all cases, exhaust all of the options outlined in Clause 10.3.4 before the compulsory severance option is pursued.

Where the above options have not resulted in the required number of positions being reduced, the employer will then identify specified staff using the selection criteria in clause 10.3.5.

10.3.5 Selection Criteria

The employer will consult with TEU and the affected staff on any selection criteria that will be used. The selection criteria must be unbiased, measurable, fair, objective and consistent with the purpose of determining which staff will be declared surplus. The selection criteria shall recognise the employer's need to retain necessary skills, knowledge and experience for the operational needs of the polytechnic.

Affected staff must be given copies of any selection assessment or allocation of points made of them, to check that they are correct prior to any individual staff member being given notice that they have been declared surplus.

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

10.3.6 Period of Notice

Two months notice of the termination of employment shall apply to staff once the process of determining who will be declared surplus has occurred. If notice is not worked 16% of salary as per clause 10.3.7 (a) shall be paid. The date the discharge will occur may be varied with the agreement of the parties. If the period of notice agreed is less than two months the employee shall receive no less than two months salary along with any other entitlements. The notice period shall not include any leave entitlement.

The options under 10.3.4 will continue to be made available to the person/s until their last day of employment. Should a suitable option become available the employee may choose between that and severance.

10.3.7 Severance Formula

An employee whose position has been declared surplus shall be compensated for the loss of employment on the following basis.

NOTE: An employee who through agreement has temporarily reduced his/her hours, or is on a period of unpaid leave, shall have their payment calculated for the 12 months service, at the salary of their substantive position.

- (a) 16% of current taxable salary plus any regular taxable allowances paid on a continuous basis, or the appropriate proportion of this amount, for the preceding 12 months service, will be payable in lieu of any notice not worked regardless of the length of service and;
- (b) 12% of current salary for the preceding 12 months service, or part thereof for employees with less than 12 months service; and
- (c) 4% of current salary for each subsequent completed years of service up to a maximum of 19 years; and
- (d) 0.333% of salary for the preceding 12 months multiplied by the number of completed months in addition to the number of completed years of service.

All outstanding annual and discretionary leave will be cashed up separately.

Notwithstanding clause 3.3 when an employee is employed on a fixed term appointment, and the position is declared surplus during the term of the appointment, then they will be covered by this clause and payment shall be as in 10.3.7

Part-time work prior to tenured or fixed term employment shall generate service for the purposes of this clause. Fixed term employment prior to permanent employment shall generate service for the purposes of this clause.

10.3.8 Service

Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this subclause is as defined in Part 2; except that for staff employed prior to 01 April 1988, service also includes other relevant Government service.

However, with effect from 01 December 1995 other relevant Government service in excess of 12 years will cease to apply and the remaining other relevant Government service will be abated at the rate of two years for every one year of polytechnic service accrued thereafter.

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

- (i) continuous service as a teacher in any public school, manual training centre, post-primary service, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education;

- (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher professional assistance;
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (e.g. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 1 April 1988
- (c) All service recognised under 10.3.8 (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 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.

10.3.9 Rights of Employees Declared Surplus

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.

References

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

Counselling

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

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.

10.4 Technical Redundancy Provision

Where an employee’s employment is being terminated by the employer 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 the employer to make a severance payment to the employee if:

- (a) the person or organisation acquiring the business, or the part being sold or transferred:
 - ? has offered the employee employment in the business, or the part being sold or transferred: and
 - ? has agreed to treat service with Whitireia Community Polytechnic as if it were continuous service with that person or organisation: and

- (b) the conditions of employment being offered to the employee by the person or organisation acquiring the business, or the part being sold or transferred are the same as, or no less favourable than the employee's conditions of employment, including:
 - ? any service related and redundancy conditions: and
 - ? any conditions relating to superannuation under the employment being terminated: and

- (c) the offer of employment by the person or organisation acquiring the business, or the part being sold or transferred, is an offer to employ the employee in that business either:
 - ? in the same capacity as that in which the employee was employed, or
 - ? in a capacity that the employee is willing to accept.

10.5 Statutory Employee Protection Provision

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

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

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

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

The following provisions relating to Organisational Change apply to employees employed at Bay of Plenty Polytechnic ONLY.

SURPLUS STAFFING PROVISIONS – Bay of Plenty Polytechnic

10.1 Consultation

In accordance with the principles contained within these clauses, the National Secretary of the Association of Staff in Tertiary Education and the Chairperson of the local branch of the Association will be notified by the employer:

- ? prior to the commencement of any reviews of the whole, or part of the polytechnic's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing ASMs;
- ? when there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of existing ASMs.

The employer will provide the union with an opportunity to be involved in any review.

The timeframe for a review will include a minimum time of 20 working days consultation to ensure that TEU and affected employees can prepare individual or collective submissions that will be considered by the employer before a final decision. The parties may agree to a lesser period.

10.2 Intent

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this agreement. These provisions apply to employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a short-term appointment or to Part time ASMs.

10.3 Definition

A surplus staffing situation exists when, as a result of the processes described in 11.1 above, the employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade (i.e) the terms of appointment to their present position), then the options in 11.5 below shall apply.

10.4 Notification

Should the review confirm a surplus staffing situation, individuals who may be affected will be advised in writing. Where a surplus staffing situation in terms of clause 11.3 arises the employer shall advise the National Secretary of TEU, the Chairperson of the local branch of the Association and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. This date may be varied by agreement between the parties. At that time the employer will provide the TEU with the following details:

- (i) the location(s) of the surplus staff;
- (ii) the number of surplus staff;
- (iii) the date by which the surplus needs to be discharged;
- (iv) the salary grade and step, names and ages and teaching areas of the affected employees.

On request TEU will be supplied with additional information wherever available.

10.5 Options

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

- (i) attrition;
- (ii) redeployment;
- (iii) retraining;
- (iv) voluntary severance;
- (v) severance.

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

Where the formulation of selection criteria becomes necessary, the employer will consult with TEU and the affected staff on any selection criteria that will be used. The selection criteria must be unbiased, measurable, fair, objective and consistent with the purpose of determining which staff will be declared surplus. The selection criteria shall recognise the employer's need to retain necessary skills, knowledge and experience for the operational needs of the polytechnic.

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

Affected staff will be given copies of their personal selection assessment or allocation of points made to them, for discussion prior to any individual staff member being given notice that they have been declared surplus.

10.6 Conditions Applying to Options

10.6.1 Attrition

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

10.6.2 Redeployment

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

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

The salary can be preserved in the following ways:

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or;
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is at a location outside the local area, the employee shall be entitled to relocation expenses as set out in clause 4.7 of this collective employment agreement.

10.6.3 Retraining

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

10.6.4 Voluntary Severance

With the exception of areas where there is only one position under review, the employer may call for expressions of interest from affected employees who wish to volunteer for severance. The employer will apply selection criteria to determine whether an application for severance will be accepted.

10.6.5 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this subclause 11.6.5 and for employees appointed after 1 April 1988 means continuous service in the employment of any New Zealand polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Educational Resource Centre.

For employees appointed before 1 April 1988 service also includes other relevant Government service. For the purpose of this subclause, "other relevant Government service" means:

- (i) continuous service as a teacher in any public school, manual training centre, post-primary school, teachers' training-college, specialist teaching service, or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of cooperation with The Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teachers professional assistance. Continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (eg. nursing training) is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 1 April 1988.
- (c) All service recognised under 11.6.5(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 would not be broken by, but would not include all periods of maternity - paternity leave, all other approved leave without pay and all breaks of not more than three months between periods of employment within the polytechnic service, or one month with other service(s) approved under (b) above.
- (e) Payment will be made in accordance with the following:
 - (i) 16 percent of salary for the preceding 12 months subject to finishing on an agreed date. This payment is made regardless of length of service.
 - (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 ASM discretionary leave shall be separately cashed up.

10.7 Rights of ASMs Declared Surplus

10.7.1 Time off to Attend Interviews

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

10.7.2 References

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

10.7.3 Counselling

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

10.7.4 Employees on Leave

An employee who is declared surplus and who is on maternity leave, absent due to extended illness, Accident Compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this collective employment agreement.

10.8 Surplus Staffing in Relation to Sale, Merger or Transfer

10.8.1 Where an Employee's employment is being terminated by the Bay of Plenty Polytechnic by reason only of the sale, transfer or merger of the whole or part of the business, nothing in this agreement or any other agreement shall require the Polytechnic to pay compensation to the employee for redundancy to the employee if:

- a) the person or organisation or institution acquiring the business, or the part being sold, merged or transferred:
 - (i) has offered the employee employment in the business, or the part being sold, transferred or merged; **and**
 - (ii) has agreed to treat service with the Bay of Plenty Polytechnic as if it were continuous service with that person or organisation; **and**

- b) the conditions of employment being offered to the employee by the person or organisation acquiring the business, or the part being sold, merged, or transferred are the same 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, merged, or transferred, is an offer to employ the employee in that business either:
 - (i) in the same capacity as that in which the employee was employed; **or**
 - (ii) in a position that the employee is willing to accept, **and**
- d) the offer of employment does not require relocation as defined in clause 4.7.

10.8.2 Should the offer of employment require relocation as defined in clause 4.7, and the employee is willing to accept an offer that involves relocation, the employee is granted relocation expenses as set out in clause 4.7 of this agreement.

10.9 Statutory Employee Protection Provision

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

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

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

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

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

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

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

What is an employment relationship problem?

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

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

Listed below are examples of employment relationship problems:

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

Who can help you with an employment relationship problem?

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

1. Within your Workplace

- ? Your manager/supervisor or their manager;
- ? Your Human Resources personnel.
- ? Your local TEU representative
For Unitec Institute of Technology
 - ? Jane Adams
TEU Auckland Office
09 8158029 or 027 437 254
- For NorthTec
 - ? Chan Dixon
TEU Auckland Office
09 815 8029 or 027 442 4809

For Wintec

- ? Megan Morris
TEU Hamilton Office
07 838 4537 or 021 290 0385

For Bay of Plenty Polytechnic

- ? Enzo Giordani
TEU Auckland Office
09 8158029 or 021 221 4910

For Western Institute of Technology at Taranaki

- ? Russell Taylor
TEU Palmerston North Office
06 350 5285 or 027 444 2894

For Whitireia Community Polytechnic

- ? Phillip Dyhrberg
TEU Wellington Office
04 8015098 or 027 4300564
phillip.dyhrberg@teu.ac.nz

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 .

The following provisions apply to employees employed at Bay of Plenty Polytechnic ONLY

HOURS OF WORK: ASM WORKLOAD - Bay of Plenty Polytechnic

5.1 Intent

The employer will ensure that all ASMs are allocated a workload that is equitable, reasonable and safe.

It is the intention of the parties that Part 5 of this agreement shall be interpreted in such a way so as to:

- (a) provide for the employer's right, subject to 5.1(b), to allocate a full annual workload as defined in 5.2;
- (b) provide professional autonomy for the ASM in the completion of their workload.

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

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

5.2 Annual Workload

5.2.1 The employer shall allocate an annual workload within the parameters defined in this collective employment agreement through the preparation of an annual workplan by the employer and the ASM.

5.2.2 The standard annual workload shall be 1688 duty hours (encompassing timetabled teaching, attendant duties, training for new staff and professional development time).

5.3 Work Parameters

Available duty days are	<i>Note 1</i> -	204
Maximum timetabled teaching hours annually are	-	850
Maximum timetabled teaching hours per week are	-	24
Maximum teaching days are	-	185
Maximum daily duty hours are: note clauses 5.10 and 5.11	-	10
Weekly directed duty hours are	-	34
Maximum TTH for an employee on probation	-	680

Note: Available Duty Days

	days
52 x 5 day weeks	260
less statutory	(11)
less 5 weeks Annual Leave	(25)
less 4 weeks Discretionary Leave	(20)
	204 days

Any ASM who has less than one year of full time teaching experience shall have their Annual Workplan agreed taking into account their individual induction and training needs.

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

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

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

5.4 Factors to be Considered During Preparation of Annual Workplan

In preparing the annual workplan the employer and the ASM shall recognise the need to maintain an equitable, reasonable and safe workload for the ASM having regard for :

- (a) the scheduled duties and responsibilities required of the ASM, and the times at which these duties must be carried out;
- (b) those activities of the ASM which are part of the ASM's work but which fall outside the scheduled duties, including professional development activities and initial training;
- (c) the annual and any other leave entitlements (including Discretionary Leave) of the ASM.

5.5 Timing of Annual Workload Allocation

Annual workload for any year shall normally be negotiated by 30 November of the preceding year. However, annual workloads may be adjusted, within the agreed maximum, outside this time frame due to factors such as unexpected staffing and programme changes.

5.6 Changes to Allocated Workload

Allocated workload will be reviewed quarterly. The review will initially be undertaken by the ASM who will provide evidence that the negotiated workload to date is completed or will be completed. The ASM will also identify any areas in the negotiated workload which are unlikely to occur and which could result in a reallocation of the agreement. This review will also highlight areas which need to be renegotiated to ensure that the ASM has an equitable, reasonable and safe workload.

Where changes to allocated workload are required either by the employer or the ASM, during the course of the year, this will be by reallocation of workload within the workload factors and parameters contained in Part 5.

Such changes must be within the area of professional competence and expertise of the ASM and reasonable notice of the changes shall be given.

A formal review as per 8.6 (a) (iii) may occur as a result of the quarterly review.

5.7 Workload Factors

- (a) In arriving at a safe, equitable and reasonable annual workload all relevant workload factors will be taken into account. These may include:
- class size
 - course development requirements
 - assessment requirements
 - student support requirements
 - other specific demands of the teaching programme
 - experience and skill level of the ASM
 - 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
- (b) As well as attendant duties including:
- preparation for lessons
 - routine administration and participation in institute processes
 - student assessment
 - ordinary student pastoral care and assistance
 - routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency
 - team leader
 - programme coordinator
 - Academic Board membership.

5.8 Workload Mediation

Where the employer delegates authority for workplan preparation, mediation procedures shall be available in the event of any disagreement between the ASM and the delegated authority. Should mediation fail to resolve the disagreement the matter will be referred to the employer for discussion.

5.9 ASMs With a Special Responsibility Allowance

Where an ASM who is in receipt of a special responsibility allowance as defined in clause 3.13 has increased workload directly related to the special responsibilities undertaken under that clause, the maximum timetabled teaching hours shall be reduced by an amount determined by the employer and which is consistent with the ASM's workload being maintained at an equitable and reasonable level.

5.10 Weekly Duty Hours

- (a) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive provided that an ASM may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.
- (b) An ASM may consent to work outside the hours prescribed in (a) above. Such consent shall not be withdrawn during the relevant programme of work.
- (c) Weekends may be worked by mutual agreement.
- (d) An ASM shall not undertake directed duty on more than five consecutive days.

5.11 Daily Duty Hours

- (a) Subject to subclauses (b) and (c) of this clause, an ASM shall be on duty for no more than 10 hours in any one day.
- (b) An ASM shall take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
- (c) An ASM shall not be required to undertake duty within 11 hours of completing duty on the previous day.

5.12 Travelling Time to Count Towards Duty Hours

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

5.13 Tutorial Assistants

- (a) No tutorial assistant shall be required to undertake timetabled teaching hours as defined in Part 2 for more than 1,000 hours per year.
- (b) The annual timetabled teaching hours maximum for a tutorial assistant shall be reduced by 5.5 hours per day for every statutory holiday which falls within the teaching year, or other approved leave taken other than annual or discretionary leave.

5.14 Proportional Academic Staff Members - ASMs and Tutorial Assistants

- (a) The maximum duty hours for a proportional ASM shall be a predetermined proportion of the maximum duty and teaching hours of a full time employee carrying out the required functions and responsibilities.

Notwithstanding the above, the maximum duty and teaching hours shall be not more than 0.8 of the maximum duty and teaching hours for a full time employee.

- (b) Notwithstanding subclause (a) above a proportional ASM may consent to work as a full time ASM for a proportion of the year not exceeding the predetermined proportion, specified in the advertisement, of the available duty days; provided that if the ASM's employment is prematurely terminated payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of full time.

