



**Wellington Institute of Technology**

Te Whare Wānanga o te Awakairangi

# **Academic Staff Members' Collective Agreement**



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

**ASSOCIATION OF STAFF IN TERTIARY EDUCATION**  
**01 October 2008 to 31 March 2010**

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## PART 1 COVERAGE OF AGREEMENT

### 1.1 Application of Agreement (Parties and Coverage)

- (a) This Collective Employment Agreement is for Academic Staff and Tutorial Assistants (the staff members).

This Agreement binds:

- (i) The Chief Executive of Wellington Institute of Technology (WelTec); and
- (ii) ASTE Te Hau Takitini o Aotearoa and from 1 January 2009 the union party will be the New Zealand Tertiary Education Union Te Hautu Kahurangi o Aotearoa.

- (b) This Agreement will cover members of TEU employed by WelTec to develop and deliver programmes of learning, who may also be involved in activities including research, consultancies, curriculum development, student liaison, counselling and student learning support. This includes all staff in either permanent/tenured/fixed term/limited tenure/proportional/part-time and casual positions. This Agreement does not apply to any work performed by a staff member in a position designated as a senior position in terms of Section 74D of the State Sector Act 1988.

Staff covered by this Agreement may hold any of the following titles: Academic Staff Member/Lecturer/Tutor, Senior Academic Staff Member/Lecturer/Tutor, Principal Academic Staff Member/Lecturer/Tutor, Non-Teaching Academic Staff Member, Programme Leader/Manager/Co-ordinator, Counsellor, Liaison Tutor, Tutorial Assistant.

- (c) Any staff member covered by this Agreement who is subsequently offered and accepts an individual employment agreement for senior staff (being the holder of a position designated a senior position in terms of Section 74D of the State Sector Act 1988) will cease to be covered by this Agreement.
- (d) Any staff member who is able to be covered by this Agreement after it is signed by the parties, by joining TEU and by virtue of the coverage clause, and does so, will be covered by the terms of this Agreement, and all previous terms of employment expressed in that staff member's individual employment agreement shall cease to apply from the time they become covered by this Agreement.

This includes any allowances paid to reflect the difference in leave conditions between an individual agreement and this Agreement, except that additional leave gained by being covered by this Agreement may be exchanged in accordance with subclause 7.3.5.

Market allowances paid to reflect recruitment and retention factors may continue to be paid in accordance with subclause 5.4.1.

Where the staff member is an ASM, but the staff member's salary on his/her individual employment agreement is not equivalent to an incremental step on the ASM scale of this Agreement, the staff member will translate to the nearest lower step and will be paid a holding allowance to make up the difference between that step and their previous salary until such time as the staff member progresses to the next step on the ASM scale. This allowance will be abated by any subsequent salary movements.

## **1.2 Term of Collective Agreement**

This Agreement takes effect on 01 October 2008 and expires on 31 March 2010.

## **1.3 Application of the Provisions of this Agreement**

The provisions of this Agreement will apply to all staff members, whether academic staff members, tutorial assistants, non-teaching academic staff members, unless specified otherwise by the particular provision.

## **1.4 Variation of Agreement**

This Agreement may be varied during its term by agreement in writing between the parties.

## **1.5 Recognition of the Union**

WelTec recognises TEU as the union for all staff members who are covered by this Agreement and who are TEU members.

## **1.6 Inadvertent Omission**

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

## **1.7 Pass On**

The parties acknowledge both the provisions and intent of s59(b) and (c) of the Employment Relations Act 2000 and its amendments, and agree that no automatic pass on of the salary adjustment achieved this round to staff who are not parties to this Agreement will occur throughout the term of this Agreement.

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

- 2.1** “Academic Staff Member” (ASM) means a person employed in a teaching position or a non-teaching academic position. The term ASM includes academic staff members, senior academic staff members (SASM) and principal academic staff members (PASM) unless it is used to refer to the basic salary grade. Terms such as Tutor and Lecturer are generic terms, which can refer to Academic Staff Members.
- 2.2** “ASM” see “Academic Staff Member”.
- 2.3** “Duty” refers to any time when an academic staff member is required by WelTec to be on duty at WelTec or at another location.
- 2.4** “Duty day” means a day, which is not approved leave, a holiday, a weekend day or a day in lieu of a weekend day.
- 2.5** “Non-Teaching Academic Position” means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule B.
- 2.6** “Part-Time” refers to untenured positions paid on an hourly rate.
- 2.7** “Institute” 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 WelTec.
- 2.8** “Proportional” refers to a person employed for a specified fraction of fulltime.
- 2.9** “Research” is as defined by the New Zealand Qualifications Authority and institutional policy.
- 2.10** “Service” means:
- (a)
    - (i) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic, and
    - (ii) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
    - (iii) periods of continuous part-time service with WelTec, which are aggregated to the full time equivalent service for the purposes of this definition, and
    - (iv) any other service WelTec 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.

- 2.11** “Teaching Day” means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.
- 2.12** “Timetabled Teaching Hour” means one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the staff member is responsible.
- 2.13** “TTH” see “Timetabled Teaching Hour”.
- 2.14** “Tutorial Assistant” means a person who assists the learning process under the supervision of an ASM. The ASM will delegate appropriate tasks provided that the day-to-day learning and teaching programmes, the assessment of the students’ learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.

## **PART 3 WELTEC AND TEU CONSULTATIVE COMMITTEE**

### **3.1 Introduction**

The parties agree to establish a Consultative Committee to meet regularly and discuss matters of mutual interest and concern.

### **3.2 Composition of the Committee**

The Committee will be composed of equal numbers of WelTec and TEU representatives, but not less than two each. The TEU representatives will be ASMs whose work comes within the coverage of this Agreement.

The convenor of the Committee shall be elected on an annual basis by members of the Committee.

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

### **3.3 Role of the Committee**

The functions of the Committee are to:

- (a) Provide a forum for WelTec to consult with TEU over the development of new policies or the revision of existing policies that impact on the terms and conditions of those staff whose work comes within the coverage of this Agreement. Such policies shall not contain provisions that are inconsistent with this Agreement. The Committee does not have a role in relation to variations to this Agreement.
- (b) Oversee the progress of any working parties agreed to under this Agreement, including the Workload Policy, Professional Development Policy, Part-time Academic Staff Policy, Promotions Policy and Academic Staff Starting Salaries Policy.
- (c) Monitor the implementation of such policies.
- (d) Provide advice on any matters referred to the Committee by the CEO.

### **3.4 Operating Guidelines**

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

Committee members shall be expected to consult using their own protocol with their constituencies throughout the process and prior to decision-making. The TEU representatives shall seek the advice of the TEU National Secretary and/or field officer as part of the TEU consultation process. TEU's internal processes require the branch to endorse new or revised policies that impact on the terms and conditions of members.

Committee members shall genuinely seek to reach a consensus on all matters that come before the Committee and to demonstrate good faith in discharging their responsibilities as set out above.

- (a) Where matters pertain to the Collective Agreement, and where agreement cannot be reached, the status quo of this Agreement shall prevail.
- (b) Where a situation is not covered or is unable to be covered by the provision of clauses in this Agreement, and the Committee cannot reach agreement, WelTec will exercise management prerogative by referring matters to the CEO for a decision.
- (c) Agendas and minutes of meetings will be available to the TEU National Secretary and/or field officer as recognised representatives of the union that is party to this Agreement.
- (d) Advisers may be invited to attend, subject to Committee agreement. Such advisers include the TEU field officer.
- (e) WelTec policy agreed to by the Committee shall be promulgated through standard local procedure and subject to periodic review/amendment by the Committee.

### **3.5 Resourcing**

- (a) Secretarial support and time allowances shall be made available to the Committee to ensure its effective operation.

Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs to be shared with TEU.

- (b) If a person is nominated for a working party, then the designated staff member of that working party is given a time allowance to execute the responsibility of the working party to be negotiated with the Head of School/Centre.

## **PART 4 TERMS OF APPOINTMENT**

### **4.1 Categories Of Appointment**

4.1.1 The categories of appointment are:

- (a) tenured fulltime or proportional
- (b) limited tenure fulltime or proportional
- (c) part-time (hourly paid/untenued)

4.1.2 Proportional appointments

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

4.1.3 Limited tenure appointments

Limited tenure appointments will be for a specified period of time. They will only be entered into for the following reasons:

- (a) filling a vacancy pending an appointment
- (b) relieving for a tenured staff member on approved leave
- (c) trialing new courses for a period not exceeding two years
- (d) undertaking finite tasks for a period of time not exceeding two years provided that this does not restrict WelTec's ability to recruit industry and professional experts for the development or delivery of programmes of learning. The options under the surplus staff provisions of this Agreement will not apply at the conclusion of the specified term of employment when limited tenured appointments have been made for the above purposes.

Where a limited tenure or fixed term appointment is made for the purposes of teaching for a full year on a full year's programme, that appointment shall be made for a period of not less than 12 months. The staff member will then take his or her annual and discretionary leave, as well as professional development time, within that year unless agreed otherwise with WelTec.

For fixed term appointments involving teaching periods of less than twelve months, the length of the appointment shall include a reasonable time period for preparation and administration prior to the start of the timetabled teaching hours and for marking and administration after the conclusion of timetabled teaching.

In the case of new staff members without previous teaching experience, a minimum of two weeks shall be included at the start of the fixed term appointment for course induction, health and safety induction, initial tutor training and other preparation time.

#### 4.1.4 Part-time Positions

Part-time appointments may be:

- (a) for periods of less than six weeks at any one engagement or;
- (b) longer than six weeks when employed for no more than 0.5 of fulltime in terms of clauses 6.2 and 6.3 of this Agreement.

A staff member who exceeds these maxima on an irregular basis may continue to be employed as part-time.

#### 4.1.5 WelTec will develop, in consultation with the Consultative Committee, policies relating to conditions for part-time staff members including:

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

## 4.2 Appointment Procedures

### 4.2.1 Advertising of Positions

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised nationally in a manner to allow suitably qualified people to apply
- (b) Notwithstanding subclause 4.2.1(a) above, where the status of a position is changed to tenured and the position is substantially the same as those being performed by a number of non-tenured incumbents, the position need only be advertised internally.
- (c) Other Positions

Where the proportionality of a position is altered by agreement between WelTec and the staff member the incumbent will have automatic right to the position provided TEU is notified. If the redesignation occurs as a result of surplus staffing the provisions of Part 11 apply.

### 4.2.2 Equal Opportunities

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



#### 4.2.3 New WelTec Academic Staff

New academic staff appointed to a tenured position will be required to proactively fulfil the requirements of the “new WelTec Academic Staff Development Programme”. Equally, WelTec will ensure that they have:

- (a) A reasonable opportunity to utilise their professional development time, 0.2 duty time, and discretionary leave to fulfil the programme. For limited tenured appointments refer to subclause 4.1.3.
- (b) The content and nature of the programme will be set out in writing at least annually as part of the academic staff member’s performance planning and review (including professional development). The first plan should be established at least within three months of commencement. For other than non-teaching ASMs, this programme will include a requirement to achieve WelTec’s Certificate in Adult Education and Training or recognised equivalent. WelTec will recognise NZQA equivalent programmes or, in the event of the qualification not being recognised by NZQA, will undertake an assessment of that qualification. The programme will, where necessary, provide for a senior or principal academic staff member(s) to mentor new staff.
- (c) WelTec will give the staff member a written report on their performance, including progress towards achievement of their academic staff development programme, at least six monthly intervals.
- (d) During the period they are on the new academic staff programme, an ASM’s timetabled teaching load will be no more than 0.8 of a full time load for an ASM. This is to provide time during the normal week for induction and professional development as well as their normal duties.
- (e) Upon completion of the new academic staff development programme the staff member will be advised of their achievement. The 0.8 limit in subclause 4.2.3 (d) will cease. They will be eligible for the next increment either:
  - (i) at their anniversary where they are in the first year of their employment; or
  - (ii) immediately if achieved in the second or subsequent years of employment. This will become the new increment date.

For those on step 8 of the ASM scale progression will also be subject to subclause 5.3.1 (d) (ii).

- (f) It is expected that new staff member will be able to meet the requirements of the academic development programme within their first two years of employment at WelTec.

### 4.3 Termination of Employment

#### 4.3.1 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 party or at the end of the specified period of employment.
- (c) Nothing in this clause will remove from WelTec the obligation to observe the principles set out in clause 4.3.2 prior to applying any notice to a staff member in the event of a termination of employment resulting from disciplinary action.
- (d) Notwithstanding the above any staff member may be summarily dismissed for serious misconduct.

#### 4.3.2 Disciplinary Procedures for Staff

In any disciplinary action the following steps will be observed:

- (a) The staff member 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 WelTec.
- (c) The response of the staff member must be considered before a decision is made.
- (d) The staff member 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 staff member as having been seen
- (f) The staff member must be advised by WelTec of her/his right to request union assistance, and/or representation at any stage.

In the case of serious misconduct WelTec may:

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

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

## 4.4 Miscellaneous Terms

### 4.4.1 Academic Freedom

Attention is drawn to the Education Amendment Act 1990. The provisions of this Act in so far as they relate to staff members will apply, including Section 162 on Academic Freedom.

## **PART 5 CAREER PROGRESSION AND REMUNERATION**

### **5.1 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.

### **5.2 Salary Rates**

#### **5.2.1 Salaries**

ASMs will be paid at the appropriate rates set out in Schedule A.

#### **5.2.2 Starting Salaries**

- (a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new staff member's skills and attributes according to WelTec's starting salaries policy.
- (b) WelTec may pay a market allowance over the assessed salary level. (see clause 5.4.1 below).

#### **5.2.3 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.

#### **5.2.4 Part-time Positions**

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

### **5.3 Salary Progression**

#### **5.3.1 Progression within the ASM Grade**

The provisions of subclause 5.3.1 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.

- (a) Increments
- (i) Subject to subclauses (b) (c) and (d) of this clause staff members 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 staff members on the WelTec Tutor development programme.
- (b) Advanced Increments
- (i) A double or accelerated increment may be approved by WelTec for:
    - meritorious performance
    - ensuring relativity within WelTec
    - 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 WelTec's opinion, an ASM's performance over the previous year has been unsatisfactory. WelTec will notify the ASM of the decision and the reasons for it.
- (d) Progression from ASM steps 8 through to 11
- (i) There will be a bar to progression beyond step 8.
  - (ii) To progress to step 9 an academic staff member will need to have:
    - ? completed twelve months on ASM step 8.
    - ? completed the new WelTec Tutor development programme and verified that the standards specified under ASM in Schedule B have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member
    - ? used the professional development opportunities provided in clause 8.3

All ASMs who meet these criteria will move to step 9. Provided that those ASMs already on step 8 at 01 October 2003 who have not completed WelTec's Certificate or recognised equivalent by the time they complete twelve months on step 8, can still progress to step 9 all other criteria being met, but will need to have achieved the Certificate by 01 April 2005 to progress beyond step 9.

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

### 5.3.2 Progression to the SASM Grade

Progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule B. Attainment of WelTec's Certificate in Adult Education and Training or the recognition of prior learning is mandatory before progression. Verification will be carried out according to policy and procedures developed and reviewed under Part 3.

### 5.3.3 Progression within the Senior ASM Grade

- (a) Progression within the SASM Grade will be by annual review of the staff member's professional practice, which will refer to the Senior ASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed under Part 3.
- (b) Any increase given under this clause will be no less than \$1000 per annum.
- (c) In the event that an employee's due salary increases within SASM or PASM would extend beyond the top of the relevant scale, the increase shall be applied regardless of whether it takes the employee's salary beyond the scale.

### 5.3.4 Progression to the PASM Grade

The policies and procedures for progression from the SASM to the PASM Grade will be developed through the mechanism in Part 3. Any increases given under this clause will be no less than \$750 per annum.

### 5.3.5 Annual Funding For Merit Movement

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

## 5.4 Salary Allowances

### 5.4.1 Market Salary Allowance

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

#### 5.4.2 Acting Higher Duties Salary Allowance

- (a) An ASM who acts in a higher position will be paid a higher duties allowance at a rate agreed with WelTec. To qualify for a higher duties allowance the ASM must undertake the responsibilities of the position for at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.
- (b) The ASM acting in a higher position will accrue leave at the higher salary (ie. their base salary plus the higher duties allowance according to clause 7.3.8).

#### 5.4.3 Special Responsibilities Salary Allowance

- (a) An ASM required by WelTec to undertake special responsibilities over and above those normally expected of an ASM (as defined by WelTec) will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of at least \$1,500 per annum and no more than 20% of the ASM's base salary. The allowance may be paid on a pro rata basis for academic staff employed as a proportion of a fulltime position, or where the position of responsibility is being shared between two staff members.
- (b) The granting of any special responsibilities allowance will be confirmed in writing to the staff member. 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 WelTec or the staff member by giving one month's notice in writing.

### 5.5 Payments

#### 5.5.1 Entitlement to Payment

Staff are entitled to payment for the full period employed.

#### 5.5.2 Method of Payment

Staff will be paid fortnightly by lodgement to a staff member's nominated bank account. In certain circumstances, payment may be made by cheque drawn on WelTec's bank and payable at any bank.

#### 5.5.3 Payments for Salaried Staff

For salaried staff members:

- (a) Salaries will be paid fortnightly in arrears.
- (b) When employment ceases, the staff member will receive payment for any statutory holidays immediately following and for any annual and discretionary leave due under subclauses 7.3.3 and 7.3.4.
- (c) If employment ceases at the end of a normal working week payment will also be made for the Saturday and Sunday.

## **5.6 Salary Profile Within WelTec**

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

## PART 6 WORKLOAD

### 6.1 Workload Principles

WelTec is to ensure that staff are allocated a workload that is equitable, reasonable and safe at all times, taking into account:

(a) Timetabled 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 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
- ? maintaining and developing industry contacts
- ? promoting WelTec and its courses
- ? required activities associated with supporting student activities eg. fundraising for competitions

- ? requirements to be on duty outside normal hours eg. noho marae and field trips
- ? delivery methodology, eg. distance learning, e-education.

Maori staff required to utilise their expertise in cultural duties over and above their designated role, shall be recognised for this when allocating work.

A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in subclause 6.3 (a) below, plus attendant duties as above.

## 6.2 Timetabled Teaching Hours (TTH) refer definition Clause 2.13

The following TTH maxima apply to full time staff (see subclause 6.4.1 for proportional staff) within these maxima, TTH will vary in recognition of different teaching activities and other workload factors.

(a) per year (ie. 01 January to 31 December), for:

?	ASMs	825 TTH
?	Tutorial Assistants	1000 TTH
?	Probationary ASMs	660 TTH

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

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

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

?	ASMs	4.5 TTH per day
?	Tutorial Assistants	5.5 TTH per day
?	Probationary ASMs	3.5 TTH per day

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

(d) Timetabled teaching for any staff member will be spread over no more than 185 teaching days in the year.

(e) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima, alternative arrangements may be agreed with the Consultative Committee.

- (f) For ASMs with increased workload because of special responsibilities referred to in subclause 5.4.3, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by WelTec and which is consistent with the ASM's workload being maintained at an equitable and reasonable level.
- (g) The timetabled teaching hours referred to in this clause assumes a traditional face to face mode of educational delivery and the attendant duties which arise from that mode of delivery. It is acknowledged that technology enhanced educational delivery (ie. E-education) brings a different set of workload demands that must be taken into account.

### 6.3 Duty Hours (refer definition clause 2.4)

The following limits on requirements to undertake duty apply for fulltime staff members (see subclause 6.4.1 for proportional staff members).

#### (a) Weekly Duty Hours

- (i) A staff member may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:

- ? 34 hours for ASMs and Tutorial Assistant

- ? 36 hours for ASMs and Tutorial Assistants who consent, or who have agreed at the time of appointment, to this higher limit

- ? 37.5 hours for Non-Teaching ASMs

- (ii) Within the total hours set out in subclause (i) above staff members 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) A staff member 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 Part 8.

#### (b) Daily Duty Hours

A staff member 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 eleven hours of completing duty on the previous day.

#### **6.4 Workload Provisions for Specific Types of Positions**

##### **6.4.1 Proportional Staff**

- (a) All TTH and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of fulltime proportional staff member.
- (b) Notwithstanding subclause 6.3 (a) a proportional staff member may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed; provided that if the ASM's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

##### **6.4.2 Non-Teaching ASMs Employed Prior to 22 November 2001**

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

## **PART 7 LEAVE**

### **7.1 Limitations of Leave Provisions**

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

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

For any staff member 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.

### **7.3 Leave on an Annual Basis**

#### **7.3.1 The Leave Year**

For the purpose of calculating leave, the leave year will start on 01 February through to 31 January each year.

#### **7.3.2 Public and Institute Holidays**

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

- (a) New Year's Day
- (b) The day after New Year's Day
- (c) Christmas Day
- (d) Boxing Day
- (e) Good Friday
- (f) Easter Monday
- (g) Easter Tuesday
- (h) Anzac Day (when this day falls on a day when WelTec would normally be open)
- (i) The Sovereign's birthday observance
- (j) Waitangi Day (when this day falls on a day when WelTec would normally be open)
- (k) The Anniversary Day of the province
- (l) Labour Day

#### **7.3.3 Working on Public Holidays**

If the employee agrees to work on a public holiday (as defined in the Holidays Act 2003) which would otherwise be a working day for the employee, the employee will be paid at one and a half times his/her relevant daily pay for that day and will receive a paid alternative holiday.

If the employee were to work on a public holiday (as defined above) that is not otherwise a working day for the employee, he/she will be paid at one and a half times his/her relevant daily pay.

The employee may not work on a public holiday (as defined in subclause 7.3.2 above) without the written authorisation of his/her employer.

#### 7.3.4 Annual Leave

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

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

#### 7.3.5 Discretionary Leave

- (a) Staff will be entitled to four weeks per leave year to be used at the staff member's discretion, with the following exceptions:
  - (i) Up to three weeks in each of the first two years of employment for initial ASM training including WelTec's academic staff development programme.
  - (ii) Where the staff member is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in WelTec's formal appraisal procedures.
- (b) Unless the staff member agrees otherwise, discretionary leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of WelTec.
- (c)
  - (i) Discretionary leave will not apply to a non-teaching ASM appointed after 01 September 1993.
  - (ii) A non-teaching ASM employed before 01 September 1993 will retain his/her discretionary leave entitlement unless there has been a mutually agreed reduction.

#### 7.3.6 Exchange of Discretionary Leave

Staff and WelTec may agree in writing to exchange or convert the quantum of discretionary leave either in full (ie. four weeks per leave year) or in part (but not less than one week). For existing staff this should normally be done by 31 March of each year.

- (a) The staff member will be advised of his/her right to seek advice from TEU prior to any agreement.
- (b) No staff member will be required to exchange or convert his or her discretionary leave.
- (c) This agreed exchange will be for a fixed period and for an agreed purpose. On expiry of the agreed term the staff member's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new agreement is signed.

- (d) Where the discretionary leave is exchanged for salary (either at the end or beginning of the period) the staff member shall be compensated at the rate of 2.0% of salary for each week exchanged. This extra amount will be paid by way of a leave allowance (either lump sum or ongoing) that will cease at the end of the fixed period agreed to. Such periods of exchanged leave will be normal duty time.
- (e) Up to twelve weeks of the discretionary leave may be accumulated over a three-year period to be exchanged for agreed industry placements or research or study; this exchange shall be on a week for week basis. The purpose of this type of exchange will be agreed in writing prior to the exchange occurring. Such agreement will be within WelTec annual professional development planning process. Staff will need to demonstrate reasonable evidence of the outcomes of the placement, research or study as agreed prior to the exchange.
- (f) The exchange or conversion of discretionary leave does not affect the workload provisions relating to teaching days or teaching hours (refer to clause 6.3).
- (g) The exchange or conversion of discretionary leave shall only have application to the staff who have agreed in writing to the agreed terms. Other staff shall continue to be covered by clauses 7.3.4 (a), (b), (c).
- (h) Should discretionary leave be exchanged for a staff member at the commencement of his or, her employment, such exchange shall not remove the requirements under subclause 8.2 (a) relating to professional development for a permanent staff member without proven teaching expertise. In the case of such a staff member not demonstrating the required capabilities through an appropriate recognition of prior learning (RPL) process, WelTec shall make available to the staff member the time necessary (up to twelve weeks) in order to undertake the professional development required. In such circumstances, WelTec shall make the time required for professional development by sufficient reduction of the staff member's TTH.

#### 7.3.7 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.

#### 7.3.8 Leave Timetable

Each staff member 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.

#### 7.3.9 Annual and Discretionary Leave for staff with Short Service

- (a) Staff with less than twelve months' full service in any one year will have leave calculated at 21 percent of the period worked, less any leave taken.

- (b) Where a staff member has served less than twelve 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)  
11 percent of the period worked less any leave taken
  - ? Six weeks' leave entitlement: (ie. five weeks' annual leave and one week's discretionary leave)  
14 percent of the period worked less any leave taken
  - ? Seven weeks' leave entitlement: (ie. five weeks' annual leave and two weeks' discretionary leave)  
16 percent of the period worked less any leave taken
  - ? Eight weeks' leave entitlement: (ie. five weeks' annual leave and three weeks' discretionary leave)  
18 percent of the period worked less any leave taken.
- (c) Staff with short service who have insufficient leave will be paid in full when WelTec is closed. This leave will be regarded as anticipated leave, and the period of leave taken will be deducted from future entitlements.

#### 7.3.10 Holiday Pay for Part-time ASMs

How holidays will be paid will be detailed in the Letter of Offer and will be consistent with the Holidays Act 2003 or any amendments to the Act.

### 7.4 Sick Leave

#### 7.4.1 Sick Leave Entitlement

- (a) Sick leave on pay will be granted in accordance with the following scale reduced by the number of days already taken during the staff member's recognised service:

##### Length of Service

Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

- (b) Recognised service for staff employed prior to 01 September 1993 shall continue to be recognised for the purpose of sick leave entitlement.
- (c) Any statutory or institute holiday which occurs while a staff member is on sick leave will not reduce the sick leave entitlement.
- (d) Any weekend, which occurs within an unbroken sick leave period, is to be counted for purposes of calculating sick leave usage.
- (e) The production of a medical certificate may be required after three consecutive days absence or where there is more than seven days off in any three-month period.
- (f) When sickness or injury occurs during annual leave, professional development time or discretionary leave WelTec will permit the period of incapacity to be debited against sick leave. The period of leave will be recredited. WelTec may require the provision of a medical certificate and that the employee take adequate care and seek medical assistance.

#### 7.4.2 Accident Compensation

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

- (a) A staff member's sick leave entitlement under this Agreement will not be used in respect of absence on work accident leave.
- (b) In respect of a non-work accident accepted by ACC, 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.

#### 7.4.3 Leave for Sickness in the Home

Staff may be granted paid sick leave to attend to a member of the family or household who through illness becomes dependent on the staff member. The production of a medical certificate or other evidence of illness may be required. This leave will be deducted from the leave entitlement in subclause 7.4.1.

#### 7.4.4 Extraordinary Sick Leave

Sick leave taken in the following circumstances (up to an aggregate of two years over the term of employment with WelTec) 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 staff members who contract the disease will be treated as extraordinary

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

Where ACC declines to accept liability for illness directly attributable to working conditions, WelTec may approve the disregarding of sick leave.

## **7.5 Special Leave**

### **7.5.1 Special Leave without Pay**

Special Leave without pay, not exceeding two years, may be granted to a staff member by WelTec. Annual leave, discretionary leave and sick leave will not accumulate during the period of special leave. Also note subclause 2.11(b).

### **7.5.2 Leave for Family Reasons**

Staff 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.

### **7.5.3 Bereavement/Tangihanga Leave**

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

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

- (a) the closeness of the association between the staff member and the deceased (Note: This association need not be a blood relationship);
- (b) whether the staff member 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; and
- (d) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

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

#### 7.5.4 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 staff members 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) A staff member 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 staff member giving WelTec one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- (iii) A staff member 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 1 month's 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 a staff member with twelve months or more service, twelve months' parental leave from the date of birth or the date of assuming responsibility.
- (ii) For a staff member with less than twelve 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 WelTec.

(c) Return to Work

A staff member must give WelTec at least one month's notice of intention to return to work before parental leave expires. When a staff member suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted.

Should a staff member wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.

A staff member 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, subject to the provisions of the Parental Leave and Employment Protection Act 1987.

The institution will give due consideration to a staff member's request for a reduction of hours for a period of time to be negotiated with the staff member 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.

(d) Sick Leave During Pregnancy

Periods of illness due to pregnancy, prior to cessation of duties, may be charged against the staff member'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 staff member proceeds on parental leave, but may be held over and taken when the staff member returns to work.

(f) Paid Parental Leave

Where a staff member 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 staff at the time they elect to take parental leave, which may or may not be at the time of the birth.

A staff member 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 a staff member elects to resign because of birth/adoption, such resignation will be deemed to take effect six weeks after the staff member'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 staff member 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.

### 7.5.5 Legislative Change

Where the legislation provides for paid parental leave on less advantageous terms than as set out under subclause 7.5.4 (f), all the provisions of subclause 7.5.4 (f) will continue to be maintained by WelTec.

Where the legislation provides for a paid leave entitlement equal to or greater than six weeks, but the payment is less than 100% of total earnings, WelTec will top up the amount payable to the employee from Inland Revenue to the employee's substantive salary for the period of paid leave provided by the legislation, up to a maximum value of six weeks.

### 7.5.6 Miscellaneous Leave Provisions

Special leave of absence with or without pay may be granted to an staff member at WelTec'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 a staff member'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 WelTec
- (d) Marriage of the staff member
- (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
- (h) Attendance at approved union education courses.

### 7.5.7 Leave for Approved Statutory Authorities

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

- (a) an institute council
- (b) a college of education council
- (c) a university council

- (d) NZ Qualifications Authority
- (e) disputes and grievance committees established under Part 12 of this Agreement or any other bodies replacing them in function
- (f) hearings of the Employment Court or any body established to replace the Employment Court
- (g) New Zealand Polytechnic Programmes Committee

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

## **PART 8 TRAINING AND PROFESSIONAL DEVELOPMENT**

### **8.1 Reciprocal Commitment**

Staff have an obligation to maintain and enhance their competencies both in their teaching areas and as educators and WelTec has a responsibility to ensure that staff members receive timely and appropriate training and opportunities for professional development.

ASMs will make every reasonable effort to submit a proposed professional development plan for the year by 31 March of that year.

### **8.2 Training**

- (a) Tenured ASMs will complete WelTec's Certificate in Adult Education and Training. WelTec may accept that a staff member's prior training or experience fulfils all or part of this requirement.
- (b) To achieve WelTec's Certificate in Adult Education and Training, an ASM may be required to use up to three weeks discretionary leave in each of their first two years of employment and ten days of their professional development time in their first year and five days in their second year.
- (c) Appropriate training opportunities will be provided to limited tenure ASMs, having regard to the length of their appointment.
- (d) ASMs will be provided with and will undertake education in the use of new teaching methods, approaches and technologies as part of WelTec's annual professional development planning process.

### **8.3 Professional Development**

- (a) ASMs will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year, subject to:
  - (i) the ASM submitting a proposed programme of development activities, which accounts for this time or its equivalent
  - (ii) WelTec 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 WelTec's operational requirements
  - (iv) where an ASM undertakes approved professional development in his/her own time for the equivalent of the allocated duty days, he/she will use the allocated days at his/her discretion provided the provisions of subclause (iii) apply.
  - (v) WelTec recognises the unique and important role that tribal hui or significant Maori hui play in the professional development of Maori employees. Subject to subclause 8.3 (a) (iii), all Maori staff members may be entitled to paid leave to attend culturally significant tribal hui.

- (b) Provided that the requirements of subclause (a) (iii) of this clause are met the following activities may be approved as part of a programme:
  - (i) attending staff development or training programmes sponsored or run by WelTec or TEU
  - (ii) attending work-related conferences
  - (iii) undertaking work-related study of not less than two weeks
  - (iv) attending Hui a Tau.
- (c) If, in the opinion of WelTec, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the ASM may be required to undertake such duty as WelTec directs for any part or all of the ten days so affected.
- (d) ASMs will be entitled to a minimum of \$800 per annum (pro rata for proportional staff and those with short service) for reimbursement of actual and reasonable expenses for approved professional development plans.
- (e) ASMs will receive professional development in the use of new technology and in effective on-line teaching before they are required to use such technology or engage in such teaching. They will also receive appropriate technical support. Such professional development support can constitute part of their professional development time and grant.
- (f) Professional development days may be accumulated according to any conditions, which are agreed between WelTec and the ASM.
- (g) An ASM undertaking approved and relevant study at WelTec may have the tuition fees for such study paid for by WelTec as part of their professional development. WelTec may also agree to meet some or all of the tuition costs of obtaining relevant qualifications at another institution where the qualification is not available at WelTec, or where it is agreed at the time of appointment that the ASM can complete, in full or in part, a programme they are already enrolled in at another institution. The payment of such fees shall be granted according to WelTec policy as updated from time to time.

## **PART 9 ALLOWANCES, EXPENSES AND GRANTS**

### **9.1 Employment Related Expenses**

WelTec will make reimbursement to staff members so that they do not incur personal costs as a result of requirements of WelTec. Reimbursement will be according to:

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

### **9.2 Travelling Allowance**

A staff member 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 \$35.40 when staying privately; and
- (b) actual and reasonable travel costs; and
- (c) actual and reasonable meal costs up to \$70.83 for each completed twenty-four hour period; and
- (d) an incidental allowance \$8.91 for each twenty-four hour period or part thereof;
- (e) in addition, when away from home on official business, a staff member with dependants is entitled to one visit home per month at WelTec's expense.

Where appropriate the staff member will provide proof of payment.

### **9.3 Meal Allowances**

When a staff member's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the staff member will be paid one meal allowance of \$14.68.

### **9.4 Tea Expenses**

WelTec will provide staff members with free morning and afternoon tea.

### **9.5 Transport Allowances**

- (a) A motor vehicle allowance of 57 cents will be reimbursed to staff required to use his/her own vehicle for official business.

- (b) Staff 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, or where a staff member is required to work on more than one site during a working day, WelTec will pay any additional costs incurred. WelTec is not obliged to pay additional costs where different sites are established as work bases according to a regular pattern and this has been clearly specified in the letter of appointment.

## **9.6 Relocation Expenses**

- (a) Relocation expenses will be paid when a staff member's normal place of work within the Institute, is moved to a location out of the local area and the staff member relocates within twelve months of the change in workplace.
- (b) Staff 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 staff member's immediate family and other dependent members of the household;
  - (iv) legal fees and land agent's 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); and,
  - (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.

## **9.7 Compassionate Grant On Death Of Staff Member**

- (a) Upon the death of a tenured staff member, WelTec may pay to the next of kin an amount as follows:
  - (i) For a staff member with ten years' and under twenty years' service, one-twelfth of the annual salary
  - (ii) For a staff member with twenty years' service or more, one-eighth of the annual salary.
- (b) Any compassionate grant paid will be paid into the staff member's bank account.

## **9.8 Parental Grant (see Parental Leave)**

## **9.9 Reimbursements**

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

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

## **9.10 Care of Dependants**

WelTec may reimburse the actual and reasonable expenses incurred in caring for dependants when a staff member 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.

## **9.11 Learning Assistance for Staff and Immediate Family Members**

Weltec will subsidise, by 50%, the tuition fees of a staff member's immediate family. Staff member, in this case, will either be permanent or a fixed term (pro-rata for fixed term).

The immediate family is defined as a spouse, son, daughter, brother, sister, mother, father or de facto partner. (Other conditions apply).

The subsidy will only be for undersubscribed courses and for new courses (start from the beginning of the course and not midway).

It is also noted that should the rules of the Tertiary Education Commission change, such changes shall apply to this clause.

## **PART 10 PROTECTION AND SAFETY PROVISIONS**

### **10.1 Working Conditions**

The good employer provisions of the State Sector Act 1988 and the provisions of the Health and Safety in Employment Act 1992 and Health and Safety Employment Act 2003 will apply in so far as they relate to the working conditions of staff.

### **10.2 Hearing Protection**

Where a staff member is working in noisy conditions the relevant health and safety requirements for hearing protection will be applied, including the supply by WelTec of earplugs and earmuffs as required.

### **10.3 Eye Protection**

Where WelTec considers that a staff member is working in an "eye danger" area WelTec will provide the staff member 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 staff member 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 staff member works for substantial periods in an "eye danger" area.

### **10.4 Protective Clothing**

Where WelTec considers that the nature of a staff member'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 WelTec's expense.

### **10.5 Issue of Uniforms**

- (a) Where WelTec considers that a staff member is required to wear a uniform, appropriate uniforms will be issued and will remain the property of WelTec. 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 WelTec's expense.

### **10.6 Safety Footwear**

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

## **10.7 Immunisation Hepatitis B**

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

## **PART 11 ORGANISATIONAL CHANGE**

### **11.1 Intent**

WelTec recognises the serious consequences of the loss of employment for staff members and seeks to minimise those consequences by these provisions.

### **11.2 Application**

These provisions apply to staff who have an ongoing expectation of employment. They will not apply to staff who have reached the expiry of a limited-tenure appointment made in accordance with subclause 4.1.3 of this Agreement or to part-time staff members.

### **11.3 Definition**

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

### **11.4 Procedures**

#### **11.4.1 Consultation**

- (a) The National Secretary of TEU, the chair of the local branch of TEU and affected staff will be notified by WelTec:
  - (i) at an early stage of any reviews of WelTec's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing staff members;
  - (ii) when there has been a reduction in demand sufficient to affect the structure, staffing or work practices of existing staff.
- (b) WelTec 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.

#### **11.4.2 Notification**

When, as a result of the processes above, specific positions are identified as surplus WelTec will advise the National Secretary of TEU, the chair of the local TEU branch and the staff 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.

### **11.5 Options**

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

- (a) attrition

- (b) redeployment
- (c) retraining
- (d) voluntary severance
- (e) severance.

Where WelTec needs to apply selection criteria to determine which staff within the same roles need to be made surplus, WelTec will consult with TEU and the affected staff on the selection criteria to be used. As part of this consultation TEU and affected staff will provide feedback on the criteria within five working days of receipt to enable WelTec to make timely decisions. The selection criteria will be consistent with WelTec's need to retain the necessary competencies for the future needs of the Institute, and as far as reasonably practicable, will be unbiased, measurable, fair, and objective. The relevant affected staff will be given copies of the results of the selection assessment relating to themselves to enable them to correct any errors of fact or attach any additional comment prior to a final decision being made by the Chief Executive.

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

## **11.6 Conditions Applying to Options**

### **11.6.1 Attrition**

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

### **11.6.2 Redeployment**

Staff may be redeployed to a new job at the same or lower salary within WelTec. 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 staff member will be entitled to relocation expenses as set out in subclause 9.6 (a) of this Agreement.

### 11.6.3 Retraining

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

### 11.6.4 Voluntary Severance

Voluntary severance is where an affected staff member either, on his/her own accord expresses an interest in taking severance, or, responds to a request from WelTec for expressions of interest in taking severance. In such circumstances the Chief Executive will make the final decision on whether or not to accept the request for voluntary severance.

### 11.6.5 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 twelve 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 WelTec 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 subclause 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.

- (d) "Continuous service" for the purposes of subclause (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include, periods of other 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 subclause (b) above.
- (e) Payment will be made in accordance with the following:
  - (i) Sixteen percent of salary, or the appropriate portion of this amount, for the preceding twelve months will be payable in lieu of any notice not worked regardless of length of service; and
  - (ii) Twelve percent of salary for the preceding twelve months, or part thereof for staff members with less than twelve months' service; and
  - (iii) Four percent of salary for the preceding twelve months multiplied by the number of years of service minus one, up to a maximum of nineteen; and
  - (iv) where the period of total aggregated service is less than twenty years, 0.333 percent of salary for the preceding twelve 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) A staff member who through agreement has temporarily reduced their hours, or is on a period of unpaid leave, shall have their payment calculated at the rate of their substantive annual salary. For clarification, 'temporarily' as applied to this subclause means:
  - (i) up to nine months; and
  - (ii) The intention of both parties was that the staff member would return, on or before the expiry of nine months, to the immediately preceding hours.

#### 11.6.6 Preservation of Conditions of Employment in Transfer, Merger and Incorporation

##### **Introduction**

In any case where a restructuring, as defined by section 69L of the Employment Relations Act 2000, is proposed by the employer that would, if it occurred, involve the transfer from the employer to another employer of the work performed by an employee(s) covered by this Agreement, the employer will notify TEU and the employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect confidential information.

##### **Definitions**

For the purposes of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in section 69L of the Employment Relations Act 2000.

"Employer" shall mean the original employer party to this Collective Agreement.



## Consultation

Except to the extent that this clause overrides any aspect of Part 11 of the CA, these employee protection provisions are to be read in conjunction with the Collective Agreement, Part 1 – Organisational Change. When consulting, the employer will, subject to the confidentiality of any information, provide TEU with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

Where a staff member's employment is being terminated by WelTec by reason only of sale, transfer, merger, incorporation in a new form, or all or part of the Institute, nothing in this Agreement or any other agreement will require WelTec to pay compensation for redundancy to the staff member if:

- (a) The person or organisation acquiring the organisation or the part being sold, transferred or leased:
  - (i) has offered the staff member employment in the organisation or the part being sold, transferred or merged; and
  - (ii) has agreed to treat service with WelTec as if it were continuous service with that person or organisation; and
- (b) The conditions of employment offered to the staff member by the person acquiring the organisation or the part being sold, transferred, or merged are the same as the staff member'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
  - (iii) the offer of employment does not require an unreasonable increase in the staff member's commuting time and distance or if the staff member is willing to accept an offer that requires relocation, the staff member is granted relocation as set out in clause 9.6 of this Agreement.
- (c) The offer of employment by the person acquiring the part being sold, transferred, or merged is an offer to employ the staff member in that organisation or that part of the organisation either:
  - (i) in the same capacity as that in which the staff member was employed by WelTec; or
  - (ii) in a capacity that the staff member is willing to accept.

## 11.7 Rights Of Staff Members Declared Surplus

### 11.7.1 Time off to attend interviews

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

### 11.7.2 References

WelTec will supply to all surplus staff members a letter of reference.

### 11.7.3 Counselling

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

### 11.7.4 Staff on Leave

A staff member 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.

## **PART 12 UNION MATTERS**

### **12.1 Union Information**

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

### **12.2 Deduction of Union Fees**

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

### **12.3 Union meetings**

- (a) WelTec will allow all TEU members covered by this Agreement to attend, on paid leave, two TEU stop work meetings (each of a maximum of two hours' duration) in each year, provided that:
  - (i) Fourteen days' notice of the date and time of any proposed stop work meeting is given to WelTec
  - (ii) wherever practicable the time of the proposed stop work meeting is set by negotiation between WelTec and TEU.
- (b) The union will make arrangements with WelTec to ensure that WelTec'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 WelTec's operation to continue.
- (c) Work will resume as soon as practicable after the meeting.
- (d) TEU will supply WelTec with a list of members who attended and will advise WelTec of the time the meeting finished.

### **12.4 Access to Premises**

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

- (a) obtaining authority to be the bargaining agent for employees covered by this Agreement;
- (b) discussing with employees for whom TEU is the bargaining agent any matters pertaining to their employment agreement.

## **12.5 Branch Chair**

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

## **12.6 Leave For Union Business**

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

## PART 13 RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

### 13.1 EMPLOYMENT RELATIONSHIP PROBLEMS

If employment relationships between WelTec and its staff are to be as successful as possible, it is important that any problems that may arise are dealt with effectively.

This procedure sets out information on how problems can be raised and worked through.

#### 1. What is an employment relationship problem?

It can be anything that harms or may harm the employment relationship, other than problems relating to fixing the terms and conditions of employment. It can include:

- ? A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or staff member organisation).
- ? A dispute about the interpretation, application or operation of an employment agreement.
- ? Any other problem relating to or arising out of your employment relationship with WelTec.

In discrimination or harassment situations, staff members alternatively have the choice of using the procedures under the Human Rights Act.

#### 2. Clarify the problem

If either the staff member or WelTec feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

The staff member might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so should take care to respect the privacy of other staff members and managers, and to protect confidential information belonging to WelTec, subject to the provisions of the Protected Disclosures Act 2001. For example, the staff member could seek information from:

- ? TEU
- ? the Employment Relations Info-line on 0800 800 863 or on its website at [www.ers.dol.govt.nz](http://www.ers.dol.govt.nz)
- ? pamphlets/fact sheets from the Employment Relations Service.

#### 3. Discuss the problem with WelTec

If the staff member or WelTec believes that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the staff member feels comfortable doing so, the problem should ordinarily be raised with the staff member's direct manager. Otherwise the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the

problem can be discussed. The staff member should feel free to bring a support person with them, such as the TEU field officer or branch chair, to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

#### 4. The Next Steps

If the parties are not able to resolve the problem by talking to each other, the staff member or WelTec or both have a number of options:

- ? Contact the Employment Relations Infoline, who can provide information and/or refer the parties to mediation.
- ? Take part in mediation provided by the Employment Relations Service (or the parties can agree to get our own mediator).
- ? If the parties reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, which will be binding on the parties.
- ? Agree to have the mediator provided by the ERS decide our problem for us, in which case that decision will be binding on the parties;
- ? If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- ? The Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- ? If one or other of the parties is not happy with the Authority's determination, that party can refer the problem to the Employment Court.
- ? In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

#### 5. Personal Grievances

If the problem is a personal grievance, then you must raise it within ninety days of when the facts that give rise to the grievance occur or come to your attention. A personal grievance can only be raised outside this time frame with the agreement of WelTec or in exceptional circumstances.

## SCHEDULE A

### Salary

	Annual		Hourly	
	3.50% 1/10/2007	2.60% 1/10/2008	3.50% 1/10/2007	2.60% 1/10/2008
<b>TA Scale</b>				
1	28,364	29,101	18.24	18.71
2	29,780	30,554	19.15	19.65
3	31,194	32,005	20.06	20.58
4	32,610	33,458	20.97	21.52
5	34,026	34,911	21.88	22.45
6	35,440	36,361	22.79	23.38
7	36,855	37,813	23.70	24.32
8	38,271	39,266	24.61	25.25
<b>ASM Scale</b>				
1	42,542	43,648	27.36	28.07
2	45,073	46,245	28.99	29.74
3	46,912	48,132	30.17	30.95
4	48,755	50,023	31.35	32.17
5	50,594	51,909	32.54	33.38
6	52,433	53,796	33.72	34.6
7	54,274	55,685	34.90	35.81
8	56,114	57,573	36.09	37.02
9	57,954	59,461	37.27	38.24
10	59,794	61,349	38.45	39.45
11	61,635	63,238	39.64	40.67
<b>SASM Range</b>				
Min	61,635	63,238	39.64	40.67
Max	73,128	75,029	47.03	48.25
<b>PASM Range</b>				
Min	68,169	69,941	43.84	44.98
Max	80,846	82,948	51.99	53.34

Note: The part-time rates as printed are exclusive of holiday pay. Holiday pay at 6% will be calculated and paid with each fortnightly pay.

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

Divide the annual salary at the same step by 1467 (this is the notional number of duty hours in a year) and then divide that figure by 1.06%

## **SCHEDULE B**

A working party shall be established to review this Schedule.

### **FACTORS CHARACTERISING ACADEMIC STAFF MEMBERS AND SENIOR ACADEMIC 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 in so far as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

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

- (14) Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
- (15) Practise within the policy framework and legislative obligations of the Institute.
- (16) Keeping up to date with relevant industry and business skill needs and, as appropriate, incorporating those needs into course development and delivery.

## **SASMs**

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


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.

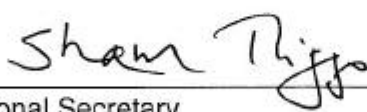
- (16) Practise within the policy framework and legislative obligation of the institute.
- (17) Demonstrate professional activities, which contribute in a positive way to the reputation of WeITec/profession eg research, consultancy, publication.
- (18) Actively support and contribute to the objectives, direction and operation of their department and the institute.
- (19) Leading and mentoring ASMs in maintaining and developing industry contacts and responding to industry needs.

## SIGNATORIES

The Chief Executive of Wellington Institute of Technology and New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed:   
Chief Executive  
For and on behalf of WelTec

Date: 18 / 5 / 09

Signed:   
National Secretary  
For and on behalf of the New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU) and the staff who are engaged by WelTec and who are covered by this Agreement.

Date: 13 May 2009