

**WHITIREIA COMMUNITY POLYTECHNIC
(trading as Whitireia New Zealand)**



**Academic Staff
COLLECTIVE AGREEMENT**



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

TERTIARY EDUCATION UNION
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16 November 2011 to 15 November 2013

CONTENTS

PART 1 - COVERAGE AND APPLICATION OF AGREEMENT	4
1.1 Parties	4
1.2 Coverage	4
1.3 Application of the Terms and Conditions of the Collective Agreement	4
1.4 Cessation of Coverage	4
1.5 Variation of this Agreement	5
1.6 Term of the Collective Agreement	5
1.7 Recognition of the Union Authority	5
1.8 Inadvertent Omission	5
1.9 Policies	5
1.10 Consultation	5
PART 2 - DEFINITIONS	6
PART 3 - TERMS OF APPOINTMENT	8
3.1 Categories of Appointment	8
3.2 Appointment Procedures	8
3.2.1 Advertising of Positions	8
3.2.2 Equal Opportunities	9
3.2.3 Probationary Period	9
3.3 Termination of Employment	9
3.3.1 Notice of Resignation/Termination of Employment	9
3.3.2 Disciplinary Procedures for Employees	10
3.3.3 Incapacity	10
3.4 Miscellaneous Terms	10
3.4.1 Academic Freedom	10
PART 4 - CAREER PROGRESSION AND REMUNERATION	11
4.1 Statement of Intent	11
4.2 Salary Rates	11
4.2.1 Salaries	11
4.2.2 Starting Salaries	11
4.2.3 Proportional Positions	11
4.2.4 Part-time Positions	11
4.3 Salary Progression	11
4.3.1 Progression within the ASM Grade	12
4.3.2 Appointment and Progression to the SASM Grade	12
4.3.3 Progression within the SASM Grade	13
4.3.4 Appointment and Progression to the PASM Grade	13
4.3.5 Progression within the PASM Grade	13
4.4 Salary Allowances	13
4.4.1 Market Allowance	13
4.4.2 Acting Higher Duties Allowance	13
4.4.3 Special Responsibilities Allowance	14
4.5 Payments	14
4.6 Salary Profile within the Institute	14
PART 5 - WORKLOAD	15
5.1 Intent	15
5.2 Workload Principles	15
5.3 Timetabled Teaching Hours (TTH)	16
5.4 Duty Hours	16
5.5 Workload Provisions for Specific Types of Position	17
5.5.1 Proportional Employees	17
PART 6 - LEAVE	18
6.1 Limitations of Leave Provisions	18
6.2 Leave of Absence to count as Days and Half-Days	18
6.3 Leave on an Annual Basis	18
6.3.1 The Leave Year	18
6.3.2 Public and Institute Holidays	18
6.3.2 Payment for Working on Public Holidays	18
6.3.4 Annual Leave	18
6.3.5 Discretionary Leave	19
6.3.6 Leave Timetable	20

6.3.7	Calculation of Annual and Discretionary Leave Taken.....	20
6.3.8	Annual and Discretionary Leave for Employees with Short Service	20
6.4	Sick Leave	20
6.4.1	Sick Leave Entitlement.....	20
6.4.2	Accident Compensation	21
6.4.3	Leave for Sickness in the Home.....	21
6.4.4	Extraordinary Sick Leave	21
6.5	Other Leave	21
6.5.1	Special Leave without Pay.....	21
6.5.2	Leave for Family Reasons	22
6.5.3	Bereavement/Tangihanga Leave	22
6.5.4	Miscellaneous Leave Provisions.....	24
6.5.5	Leave for Approved Statutory Authorities.....	24
6.6	Entitlements under the Holidays Act 2003	25
PART 7 - TRAINING AND PROFESSIONAL DEVELOPMENT		26
7.1	Reciprocal Commitment	26
7.2	Training.....	26
7.3	Professional Development.....	26
PART 8 - ALLOWANCES, EXPENSES AND GRANTS		28
8.1	Employment Related Expenses	28
8.2	Travelling Allowance.....	28
8.3	Meal Allowances	28
8.4	Tea Expenses.....	28
8.5	Transport Allowances	28
8.6	Relocation Expenses.....	28
8.7	Compassionate Grant on Death of Employee.....	29
8.8	Reimbursements	29
8.9	Care of Dependants	29
PART 9 - PROTECTION AND SAFETY PROVISIONS		30
9.1	Working Conditions	30
9.2	Hearing Protection	30
9.3	Eye Protection	30
9.4	Protective Clothing	30
9.5	Issue of Uniforms.....	30
9.6	Safety Footwear	30
9.7	Immunisation – Hepatitis B.....	30
PART 10 - REVIEWS OR ORGANISATIONAL CHANGE.....		31
10.1	Intent.....	31
10.2	Consultation.....	31
10.3	Surplus Staffing	31
10.4	Technical Redundancy Provision	35
10.5	Statutory Employee Protection Provision	35
PART 11 - UNION MATTERS		37
11.1	Union Information	37
11.2	Deduction of Union Fees	37
11.3	Union Meetings.....	37
11.4	Access to Premises	37
11.5	Branch President.....	37
11.6	Leave for Union Business.....	37
PART 12 - RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS		38
12.1	Resolution	38
PART 13 - TRANSITIONAL PROVISIONS		39
13.1	Market Allowances	39
SCHEDULE A.....		40
Academic Staff Salary Scale – Whitireia Community Polytechnic.....		40
SCHEDULE B.....		42
Factors Characterising Academic Staff Members and Senior Staff Members		42
SCHEDULE C.....		44
Procedure for Resolution of Employment Relationship Problems as per the Employment Relations Act ...		44
SIGNATORIES		46

PART 1 - COVERAGE AND APPLICATION OF AGREEMENT

1.1 Parties

The parties to this agreement are:

The Chief Executive Whitireia Community Polytechnic (“the employer”)

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

1.2 Coverage

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

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

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

Specifically excluded from clause 1.2 of this agreement are employees who hold any of the following positions: Dean, Associate Dean.

1.3 Application of the Terms and Conditions of the Collective Agreement

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

- (a) the employer will inform the employee:
 - (i) that this collective agreement exists and covers the work to be done by the employee; and
 - (ii) that he/she may join TEU, and how to contact TEU; and
 - (iii) that if he/she joins TEU, he/she will be bound by this collective agreement; and
 - (iv) that, during the first 30 days of his/her employment the employee’s terms and conditions of employment comprise the terms and conditions in the collective agreement that would bind the employee if the employee were a member of the union and any additional terms and conditions mutually agreed which are not inconsistent with this collective agreement; and
- (b) the employer will give the employee a copy of this collective agreement; and
- (c) if the employee agrees, the employer will inform TEU as soon as practicable and in any event within 10 working days that the employee has entered into the individual agreement.

1.4 Cessation of Coverage

Any employee

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

1.5 Variation of this Agreement

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

1.6 Term of the Collective Agreement

This collective agreement takes effect on 16 November 2011, and expires on 15 November 2013.

1.7 Recognition of the Union Authority

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

1.8 Inadvertent Omission

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

1.9 Policies

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

1.10 Consultation

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

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

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

PART 2 - DEFINITIONS

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

“ASM” means an academic staff member on the ASM salary scale at Schedules A, .

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

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

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

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

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

“ERA” means the Employment Relations Act 2000.

“Institute” means Whitireia Community Polytechnic trading as Whitireia New Zealand (also referred to as Whitireia).

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

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

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

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

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

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

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

“Service” means

- (a) (i) continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic or Institute of Technology, and
- (ii) continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector, and
- (iii) periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated to the full time equivalent service for the purposes of this definition, and

- (iv) any other service the employer agrees to recognise at the time of appointment.
- (b) "Continuous service" for the purposes outlined above includes all periods of paid leave and parental leave and is not broken by, but does not include any:
 - (i) approved leave without pay
 - (ii) breaks of not more than three months between employment within the polytechnic service.

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

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

"TTH" - see "Time-tabled Teaching Hour".

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

PART 3 - TERMS OF APPOINTMENT

3.1 Categories of Appointment

3.1.1 The categories of appointment are:

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

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

3.1.3 (a) Limited tenure appointments will be for a specified period of time. The options under the surplus staff provisions of this agreement will not apply at the conclusion of the specified time of employment when limited tenure appointments have been made for the purpose of:

- (i) filling a vacancy pending an appointment
- (ii) relieving for a tenured employee on approved leave
- (iii) trialling new courses for a period not exceeding two years
- (iv) undertaking finite tasks for a period not exceeding two years.

(b) Where an employee is employed on a full-time or proportional fixed term basis in a teaching role, the employee shall be paid an additional one weeks salary per semester to compensate the employee for preparation, marking and other relevant duties. Except as provided in this clause, such payment shall be calculated on the basis of the employee's average weekly earnings for the semester and shall be made with the last pay of each relevant semester.

(c) Notwithstanding clause 3.1.3 (b), where practicable, the employee should be appointed to his/her position one week prior to commencing his/her teaching duties. In such case the employee should receive payment for such weeks work at the time the employee receives his/her first pay of the relevant semester.

(d) Where the employee receives payment as provided in paragraph (c), the employee shall not be entitled to receive any payment provided in (b).

3.1.4 Part-time Positions

Part-time appointments may be:

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

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

3.2 Appointment Procedures

3.2.1 Advertising of Positions

(a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised in such a manner as to allow suitably qualified people to apply.

(b) Other Positions

Where the proportionality of a position is altered by agreement between the employer and the employee, the incumbent will have automatic right to the

position provided TEU is notified. If the re-designation occurs as a result of surplus staffing the provisions of Part 10 apply.

3.2.2 Equal Opportunities

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

3.2.3 Probationary Period

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

3.3 Termination of Employment

3.3.1 Notice of Resignation/Termination of Employment

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

3.3.2 Disciplinary Procedures for Employees

In any disciplinary action the following steps will be observed:

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

In the case of serious misconduct the employer may:

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

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

3.3.3 Incapacity

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

3.4 Miscellaneous Terms

3.4.1 Academic Freedom

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

PART 4 - CAREER PROGRESSION AND REMUNERATION

4.1 Statement of Intent

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

4.2 Salary Rates

4.2.1 Salaries

- (a) Subject to the provisions of this sub-clause, employees will be paid at the appropriate rates set out as follows:
 - Whitireia Community Polytechnic – in accordance with Schedule A.
- (b) An employee on an individual agreement who becomes bound by this agreement shall receive the salary rate applicable to his/her grade and step with effect from the date that he/she becomes bound by this agreement. Such employee shall not be entitled to receive back-pay.
- (c) For the purposes of this clause, the term “salary increase” shall not include any salary increment or salary increase paid as a result of promotion under an individual employment agreement based on the terms and conditions of the collective agreement.

4.2.2 Starting Salaries

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

4.2.3 Proportional Positions

Salaries will be paid on a proportional basis as follows:

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

This will be confirmed in the letter of appointment.

4.2.4 Part-time Positions

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

4.3 Salary Progression

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

4.3.1 Progression within the ASM Grade

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

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

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

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

4.3.2 Appointment and Progression to the SASM Grade

Appointment and progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in

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

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

4.3.3 Progression within the SASM Grade

- (a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the SASM criteria in Schedule B. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.
- (b) Subject to clause 4.3.3 (c), any increase given under this clause will be no less than:
 - \$750 per annum at Whitireia
- (c) Where the difference between the salary of the employee and the top of the salary scale for the SASM grade is less than the minimum amount provided for in clause 4.3.3(b), the employee shall be paid an amount equal to that difference to enable the employee to be paid the maximum rate provided for the SASM grade.

4.3.4 Appointment and Progression to the PASM Grade

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

4.3.5 Progression within the PASM Grade

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

4.4 Salary Allowances

4.4.1 Market Allowance

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

4.4.2 Acting Higher Duties Allowance

- a) An academic staff member who acts in a higher position will be paid a higher duties allowance at a rate agreed with the employer. To qualify for a higher duties allowance the academic staff member must undertake the responsibilities of the position for at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.

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

4.4.3 Special Responsibilities Allowance

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

4.5 Payments

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

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

4.6 Salary Profile within the Institute

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

PART 5 - WORKLOAD

5.1 Intent

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

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

5.2 Workload Principles

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

- 5.2.1 The workload must be equitable.
"Equitable" means that staff with comparable responsibilities should have similar workloads.
- 5.2.2 Total workload must be reasonable.
"Reasonable" means the workload can be managed within the timeframes and deadlines set, and that academic staff members will be able to maintain a balance between professional and personal life, accepting that normal fluctuations will occur.
- 5.2.3 Total workload must be safe.
"Safe" means that work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.
- 5.2.4 All aspects of workload must be taken into account in the allocation of work including:
- (a) Time-tabled teaching hours and all attendant duties including
 - preparation for lessons
 - routine administration and participation in institute processes
 - student assessment
 - ordinary student pastoral care and assistance
 - routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency
 - (b) and, all other relevant workload factors including:
 - class size
 - course development requirements
 - assessment requirements
 - student support requirements
 - other demands of the teaching programme
 - experience and skill level of the academic staff member
 - particular requirements related to open/distance learning
 - cultural requirements of Charter obligations
 - EEdO/EEO obligations of the organisation
 - the need for breaks from time-tabled teaching throughout the year
 - participation in research projects as appropriate
 - teaching across a range of courses/programmes
 - rapidly changing disciplines
 - post-graduate supervision.

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

5.3 Timetabled Teaching Hours (TTH)

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

- (a) per year (ie 1 February to 31 January), for:
- | | |
|---------------------------------------|----------|
| • Academic staff members | 825 TTH |
| • Tutorial assistants | 1000 TTH |
| • Probationary academic staff members | 660 TTH |
- (b) per quarter (ie the year 1 February to 31 January divided into four equal periods), for:
- | | |
|---------------------------------------|---------|
| • Academic staff members | 300 TTH |
| • Tutorial assistants | 360 TTH |
| • Probationary academic staff members | 240 TTH |
- (c) the TTH maxima in (b) above will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken as follows:
- | | |
|--------------------------|-----------------|
| • Academic staff members | 4.5 TTH per day |
| • Tutorial assistants | 5.5 TTH per day |

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

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

5.4 Duty Hours

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

- (a) Weekly Duty Hours
- (i) An employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:
- Effective 1 February 2012 – 37.5 hours for employees employed as academic and non-Teaching academic staff members including tutorial assistants.
- (ii) Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.

- (iii) An employee may consent to undertake duties:
 - after 5.00 pm in excess of the provisions in (ii) above.
 - at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme under clause 7.
 - before 8.00 am where this is necessary to meet the needs of the employer's business.

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

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

5.5 Workload Provisions for Specific Types of Position

5.5.1 Proportional Employees

- (a) All TTH and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of full-time employment for a proportional employee.

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

PART 6 - LEAVE

6.1 Limitations of Leave Provisions

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

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

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

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

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

6.3 Leave on an Annual Basis

6.3.1 The Leave Year

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

6.3.2 Public and Institute Holidays

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

New Year's Day

The day after New Year's Day

Christmas Day

Boxing Day

Good Friday

Easter Monday

Easter Tuesday (institute holiday)

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

The Sovereign's birthday observance

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

The Anniversary Day of the province

Labour Day

6.3.2 Payment for Working on Public Holidays

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

6.3.4 Annual Leave

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

(a) The timing of annual leave will be determined having regard to the operational requirements of the institute provided that the employee is not prevented from taking the leave entitlement in the current leave year.

(b) Annual leave to be taken not less than one day at a time.

(c) Employees are entitled to one block of leave of at least four weeks.

- (d) Employees shall take all their annual leave in the year of entitlement. Any annual leave in excess of four weeks that is not taken in the year of entitlement may be carried forward provided that the employee's manager has given his/her prior written approval. Where such prior written approval is not given, any leave in excess of four weeks will be forfeited.

6.3.5 Discretionary Leave

- (a) All employees are entitled to two weeks (ie 10 days) discretionary leave per year to be used at the employee's discretion within operational requirements. Any leave not taken in the year of entitlement will be forfeited.

Except as otherwise provided in clause 6.3.5(a) following exceptions:

- (i) Up to two weeks in each of the first two years of employment may be required for initial academic staff member training.
 - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in accordance with the institute's performance management procedures
- (b) For all TEU members who were on individual agreements based on the terms of the MECA that expired on 20 November 2010 and who have an entitlement of 4 weeks discretionary leave, will have their current entitlement varied as follows:
 - (i) One week's discretionary leave will be bought out from 01 February 2012 at a value of 2% of the base salary pro rata. The salary scales in Schedule A reflect this buy out
 - (ii) From 01 February 2013 a further week's discretionary leave may be bought out at the employer's discretion at the value of 2% of base salary pro rata. The salary scales in schedule A reflect this buy out.
 - (iii) The additional week(s), resulting from the discretionary leave reduction as detailed above, will not be used for classroom teaching duties.
 - (c) The employer and the employee may negotiate and agree in writing to reduce the employee's remaining entitlement to discretionary leave (i.e. the two weeks as per 6.3.5(a)) under this clause subject to the following conditions:
 - (i) the reduction shall be in periods of not less than one week, and
 - (ii) the employee shall be liable to perform all duties relating to his/her position, and
 - (iii) the employee shall be paid 2% of the employee's annual salary for each week of discretionary leave that is reduced pursuant to this provision.

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

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

- (d) Any agreement reached between the employer and employee may be renegotiated at any time.
- (e) Where an employee is entitled to discretionary leave, such leave should be used in blocks of not less than one week (where possible) and will be timed having regard to the operational requirements of the institute.

- (f) (i) Discretionary leave will not apply to a non-teaching academic staff member appointed after 01 September 1993.
- (ii) A non-teaching academic staff member employed before 01 September 1993 will retain his/her discretionary leave entitlement unless there has been a mutually agreed reduction.

6.3.6 Leave Timetable

Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous.

6.3.7 Calculation of Annual and Discretionary Leave Taken

Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

6.3.8 Annual and Discretionary Leave for Employees with Short Service

- (a) Employees with less than 12 months full service in any one year will have leave calculated as follows:
 - 10 percent for Annual Leave entitlement
 - 2 percent per week for any Discretionary Leave entitlementthe leave calculation will then be reduced by any leave taken on final payment.
- (b) Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year (within the leave entitlement for the term of their agreement).

6.4 Sick Leave

6.4.1 Sick Leave Entitlement

- (a) Each employee will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the employee's service, provided that an employee shall at all times be entitled to no less than 5 days paid sick leave per year.
- (b) All employees appointed on or after 02 March 1999 will be entitled to 10 days sick leave on appointment.
- (c) The employee's entitlement will then be increased by five days every six months thereafter. After 50 increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the employee has already taken during his/her service.
- (d) Employees appointed before 02 March 1999
 - (i) Those employees with accrued sick leave in excess of 260 days as at 02 March 1999 will retain their current entitlement.
 - (ii) Those employees with accrued sick leave of less than 260 days as at 02 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.4.1(c).
 - (iii) Those employees who have no accrued sick leave as at 02 March 1999 will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with 6.4.1(c).

- (e) Any statutory or institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in (c) and (d) above, in anticipation of future entitlements.
- (g) A full-time employee who works five days a week will have a maximum of five days sick leave deducted for a week of absence.
- (h) The employer may require the employee to produce a medical certificate for absences of five days or more on sick leave.

6.4.2 Accident Compensation

Sick leave entitlement arising from accident compensation.

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

6.4.3 Leave for Sickness in the Home

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

6.4.4 Extraordinary Sick Leave

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

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

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

6.5 Other Leave

6.5.1 Special Leave without Pay

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

6.5.2 Leave for Family Reasons

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

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

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

6.5.3 Bereavement/Tangihanga Leave

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

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

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

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

6.5.4 Parental Leave

Parental leave may be taken by both women and men following the birth or legal adoption of a child under five years of age. Parental leave is also available to employees intending to adopt a child under five years by whaangai placement. Under this agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

Notice required to take parental leave

- (a) An employee intending to take parental leave is required to give at least three months notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the date of delivery.
- (b) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one months notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.

- (c) An employee intending to either legally adopt or whaangai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. In the case of adoption, the requirement of one months notice does not apply.

Duration of leave:

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

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

Return to work:

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

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

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

Breastfeeding women shall have the right to one or more daily breaks to attend to their child. The breaks shall be counted as working time and included in the total duty hours.

Sick leave during pregnancy:

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

Annual leave:

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

Paid parental leave:

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

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

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

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

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

Legislative change:

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

If such legislation provides for paid parental leave on a less advantageous basis to the employee, all the provisions agreed in this section shall be maintained by the employer. If the legislation provides for paid leave at less than 100% of the substantive salary, then the employer shall pay the difference over the period provided by the legislation.

6.5.5 Parental Leave for Male Employees

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

6.5.4 Miscellaneous Leave Provisions

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

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

6.5.5 Leave for Approved Statutory Authorities

The employer will grant leave on full pay to an employee who is required to attend as a member of, or in a formal capacity as an employee who has raised an

employment relationship problem, personal grievance or dispute as per Part 12 and Schedule C of this agreement and at any of the following statutory authorities with the proviso, where leave is granted, any fees due to the employee from the authority will be paid to the institute or polytechnic:

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

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

6.6 Entitlements under the Holidays Act 2003

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

PART 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 Reciprocal Commitment

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

7.2 Training

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

7.3 Professional Development

- (a) Academic staff members will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for periods of employment of less than a full year, subject to:
 - (i) the academic staff member submitting a proposed programme of development activities which accounts for this time or its equivalent
 - (ii) the employer approving the proposed programme. Approval will not be unreasonably withheld
 - (iii) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to the institute's operational requirements
 - (iv) where an academic staff member undertakes approved professional development in his/her own time for the equivalent of the allocated duty days, he/she will use the allocated days at his/her discretion provided the provisions of (iii) apply.
- (b) Provided that the requirements of subclause (a) (iii) of this clause are met the following activities will be approved as part of a programme:
 - (i) attending staff development or training programmes sponsored or run by the institute or TEU
 - (ii) attending work-related conferences
 - (iii) undertaking work-related study of not less than two weeks.
 - (iv) subject to the provisions of clause 7.3(a), attending professional work related supervision.
- (c) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the academic staff member may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.
- (d) Employees will be entitled to a minimum of \$400 per annum (pro rata for proportional staff and with short service). They may be paid an amount up to, but not necessarily limited to, \$1,000 for reimbursement of actual and reasonable expenses for approved professional development activities.

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

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

PART 8 - ALLOWANCES, EXPENSES AND GRANTS

8.1 Employment Related Expenses

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

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

8.2 Travelling Allowance

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

- (a) approved actual and reasonable accommodation costs, or an allowance of \$32.09 per night when staying privately, and
- (b) actual and reasonable travel costs, and
- (c) actual and reasonable meal costs up to \$64.17 for each completed 24 hour period, and
- (d) an incidental allowance of \$8.07 for each 24 hour period or part thereof;
- (e) in addition, when away from home on official business, an employee with dependants is entitled to one visit home per month at the employer's expense.

Where appropriate the employee will provide proof of payment.

8.3 Meal Allowances

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of \$13.46.

8.4 Tea Expenses

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

8.5 Transport Allowances

- (a) The following motor vehicle allowance will be reimbursed to employees required to use his/her own vehicle for official business:
 - Whitireia – 74 cents per km (based on the IRD rate)
- (b) Employees will cover the cost of their own travel to and from his/her work each day, provided that where the work base varies from time to time, the employer will pay any additional costs incurred. The employer may operate a policy by which this is accomplished.

8.6 Relocation Expenses

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

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

8.7 Compassionate Grant on Death of Employee

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

8.8 Reimbursements

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

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

8.9 Care of Dependants

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

PART 9 - PROTECTION AND SAFETY PROVISIONS

9.1 Working Conditions

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

9.2 Hearing Protection

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

9.3 Eye Protection

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

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

9.4 Protective Clothing

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

9.5 Issue of Uniforms

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

9.6 Safety Footwear

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

9.7 Immunisation – Hepatitis B

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

PART 10 - REVIEWS OR ORGANISATIONAL CHANGE

10.1 Intent

These provisions will be applied in any review situation that:

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

10.2 Consultation

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

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

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

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

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

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

10.3 Surplus Staffing

10.3.1 Intent

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

10.3.2 Application

These provisions apply to employees who have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a fixed term appointment made in accordance with clause 3.1.3 of this agreement.

10.3.3 Definition

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

10.3.4 Options

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

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

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

(a) Voluntary Severance

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

Process to be used for voluntary severance

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

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

(b) Attrition

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

(c) Redeployment

employees may be redeployed to a comparable position at the same or lower salary within the polytechnic. The following conditions will apply:

- (i) With existing salary or an equalisation allowance paid as a lump sum (not abated by subsequent salary increases) of existing salary for a minimum of two years OR an equalisation allowance paid on a fortnightly basis for a period of two years (this allowance is abated by subsequent salary increases).
- (ii) Employees who are offered a position with the polytechnic which is directly comparable to their existing positions, which does not require a change in residential location, and who decline appointment will not have access to severance.
- (iii) When redeployment occurs outside of the local area an, employee will be entitled to relocation expenses as set out in clause 8.6 of this agreement.

(d) Retraining

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

The employee declared surplus will submit a proposal for approval by the employer (such approval not to be unreasonably withheld). This will not be a

cash payment but would be subject to reimbursement claims, or payment on invoice from the training provider to the employee. There will be no requirement that an employee seeking this option is required to be re-employed by the Polytechnic.

- (e) Severance
(Refer to clause 10.3.7 Severance Formula).

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

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

10.3.5 Selection Criteria

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

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

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

10.3.6 Period of Notice

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

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

10.3.7 Severance Formula

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

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

- (a) 16% of current taxable salary plus any regular taxable allowances paid on a continuous basis, or the appropriate proportion of this amount, for the preceding 12 months service, will be payable in lieu of any notice not worked regardless of the length of service and;
- (b) 12% of current salary for the preceding 12 months service, or part thereof for employees with less than 12 months service; and

- (c) 4% of current salary for each subsequent completed years of service up to a maximum of 19 years; and
- (d) 0.333% of salary for the preceding 12 months multiplied by the number of completed months in addition to the number of completed years of service.

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

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

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

10.3.8 Service

Severance

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

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

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

- (i) continuous service as a teacher in any public school, manual training centre, post-primary service, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher professional assistance;
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (e.g. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 1 April 1988
- (c) All service recognised under 10.3.8 (b) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any polytechnic employer.
 - (d) "Continuous service" for the purposes of (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by but does not include other approved leave without pay and breaks of not more than three

months between periods of employment within the polytechnic service, or one month within other service/s approved under (b) above.

10.3.9 Rights of Employees Declared Surplus

Time off to Attend Interviews

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

References

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

Counselling

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

Employees on Leave

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

10.4 Technical Redundancy Provision

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

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

10.5 Statutory Employee Protection Provision

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

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

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

PART 11 - UNION MATTERS

11.1 Union Information

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

11.2 Deduction of Union Fees

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

11.3 Union Meetings

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

11.4 Access to Premises

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

11.5 Branch President

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

11.6 Leave for Union Business

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

PART 12 - RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

12.1 Resolution

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

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

PART 13 - TRANSITIONAL PROVISIONS

The provisions relating to the Market allowances are as outlined in the previous contract dated 01 June 1996 to 01 March 1999 will continue to apply except as provided below.

13.1 Market Allowances

The percentage increases specified in this agreement will apply to employees in receipt of market allowances. They will also receive the lump sum payment and the percentage increases will be applied to the appropriate step within the ASM or SASM Scale which the individual staff member is on as at 16 November 2011. The market allowance will remain at its existing monetary level - it will not be abated.

SCHEDULE A

Academic Staff Salary Scale – Whitireia Community Polytechnic

		16/11/2011 2.0%	1/02/2012 2.0%	16/11/2012 2.0%	1/02/2013* 2.0%
Tutorial Assistant					
1		28,852	29,429	30,017	30,618
2		30,331	30,937	31,556	32,187
3		31,810	32,446	33,095	33,757
4		33,291	33,957	34,636	35,328
5		34,771	35,466	36,176	36,899
6		36,249	36,974	37,713	38,467
7		37,729	38,483	39,253	40,038
8		39,208	39,992	40,792	41,608
Academic Staff Member (ASM)					
1		43,671	44,545	45,436	46,344
2		46,318	47,245	48,189	49,153
3		48,240	49,205	50,189	51,193
4		50,166	51,169	52,192	53,236
5		52,086	53,128	54,191	55,274
6		54,010	55,090	56,192	57,316
7		55,933	57,051	58,192	59,356
8		57,856	59,014	60,194	61,398
9		59,779	60,975	62,194	63,438
10		61,705	62,939	64,198	65,482
11		63,626	64,898	66,196	67,520
Senior Academic Staff Member (SASM)					
Min		63,626	64,898	66,196	67,520
Max		71,849	73,286	74,751	76,247
Principal Academic Staff Member (PASM)					
Min		65,923	67,241	68,586	69,958
Max		83,709	85,384	87,091	88,833

* For anyone with two weeks Discretionary Leave

Hourly Rates

	16 November 2011	1 February 2012	16 November 2012	1 February 2013
Step	Tutorial Assistant			
1	16.56	16.89	17.23	17.58
2	17.41	17.76	18.11	18.48
3	18.26	18.63	19.00	19.38
4	19.11	19.49	19.88	20.28
5	19.96	20.36	20.77	21.18
6	20.81	21.22	21.65	22.08
7	21.66	22.09	22.53	22.98
8	22.51	22.96	23.42	23.88
Academic Staff Member (ASM)				
1	25.07	25.57	26.08	26.60
2	26.59	27.12	27.66	28.22
3	27.69	28.25	28.81	29.39
4	28.80	29.37	29.96	30.56
5	29.90	30.50	31.11	31.73
6	31.00	31.62	32.26	32.90
7	32.11	32.75	33.40	34.07
8	33.21	33.88	34.55	35.24
9	34.32	35.00	35.70	36.42
10	35.42	36.13	36.85	37.59
11	36.52	37.25	38.00	38.76
Senior Academic Staff Member (SASM)				
Min	36.52	37.25	38.00	38.76
Max	41.24	42.07	42.91	43.77
Principal Academic Staff Member (PASM)				
Min	37.84	38.60	39.37	40.16
Max	48.05	49.01	49.99	50.99

Factors Characterising Academic Staff Members and Senior Staff Members

These characteristics should be applied:

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

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

ASMs

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

They should:

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

SASMs

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

They should:

- 1 Be able to demonstrate advanced standing in their discipline/subject area.
- 2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
- 3 Apply effective communication skills in diverse learning situations.

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

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

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

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

What is an employment relationship problem?

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

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

Listed below are examples of employment relationship problems:

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

Who can help you with an employment relationship problem?

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

1. Within your Workplace

- Your manager/supervisor or their manager;
- Your Human Resources personnel.

For Whitireia NZ
 Phillip Dyhrberg
 TEU Wellington Office
 04 8015098 or 027 4300564
 phillip.dyhrberg@teu.ac.nz

2. Outside your Workplace

- The Department of Labour (“Department”) offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem.
-
- You can contact the Department on:
 0800 20 90 20
- TEU – National Office
 0800 278 348
 teu@teu.ac.nz

- A lawyer.

What is a Personal Grievance?

A personal grievance means any grievance that you have against us because of a claim that:

- you have been unjustifiably dismissed;
- action we have taken disadvantages you in your employment or a term of your employment is unjustifiable;
- you are discriminated against in your job;
- you are sexually harassed in your job;
- you are racially harassed in your job; or
- you have been pressured in your job because of your membership or non-membership of a union or employees' organisation.

What can you do if you have a Personal Grievance?

- To raise a personal grievance, you should make us aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless:
- we consent to you raising the personal grievance after 90 days; or
- you successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.
- you have three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

Mediation Services

If we cannot resolve your employment relationship problem between us then either or both of us may request help from the Department.

The Department provides mediation services which may include:

- information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

Problem Not Resolved at Mediation

If we cannot resolve the problem at mediation you can refer it to the Employment Relations Authority or the Employment Court .

SIGNATORIES

The Chief Executive, Whitireia Community Polytechnic and TEU undertake that this collective agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed: _____
Chief Executive Date
Whitireia Community Polytechnic

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

Signed in the original