



Kirimana Tōpū Kaimahi TEU

TEU Kaimahi Collective Agreement

Effective from: 1 April 2023
Expires: 31 March 2024



TEU | TE HAUTŪ
KAHURANGI
TERTIARY EDUCATION UNION

Membership application form

1. Personal details

Title Prof Assoc Prof Dr Ms
 Miss Mrs Mr None

Surname _____

First names _____
(Please underline preferred name)

Home address _____

Postcode _____

Postal address if different from home address _____

Email: _____

Home Phone _____ Mobile _____

Date of birth ____/____/____

Gender Female Male Other

Ethnicity Pakeha/NZ European Pasifika Asian

Māori Iwi _____

Other (and/or) _____

2. Employment details

Institution _____

Position _____

Campus _____

School/Department _____

College/Faculty _____

Work phone _____

Work email _____

Date employed ____/____/____

3. Employment status

Please indicate your current position

Permanent Fixed-term Casual

If fixed term please provide the expiry date of your agreement

Is your job covered by the Collective Agreement?

Yes No I don't know

Are your current hours of work:

Full-time Part-time/Proportional

Is your area of work:

Academic staff General/professional/allied
 Medical/dental Joint clinical
 Maintenance/cleaning Other _____

4. Subscription methods

If you wish your subscription to be paid out of your pay please GO TO SECTION 5

Your subscription deduction will continue to be in force until you withdraw your authority in writing to your employer.

If salary deduction is not possible what other payment option would you prefer?

Automatic payment/direct debit
 Annual Invoice Quarterly Invoice
 Casual Membership (only if you are earning less than \$15,00 a year)

What is your annual gross salary/wage: _____

5. Authorisation

I hereby apply to become a member of the New Zealand Tertiary Education Union (TEU) or any succeeding organisation.

The TEU is a union registered under the employment Relations Act 2000 ("the act") and is accordingly entitled to represent its members in any matter involving their collective interests as employees.

I authorise the TEU (or any successor organisation) as my sole representative to settle, subject to ratification, a collective agreement binding on the TEU and my employer in relation to me and any employment relationship problem, dispute or personal grievance.

I give the TEU sole authority under sections 18(3) and 236 of the act to represent my individual rights as an employee, and to exercise any other rights and powers given to me under the act or otherwise in relation to my employment.

I agree that my rights and obligations relating to bargaining and representation under the act or otherwise shall be exercised and carried out in accordance with the TEU rules and policies.

In accordance with TEU policy, I agree that the TEU is not obliged to act on my behalf in any matter that arose prior to this application.

I authorise the TEU to hold and use any information that I provide for any purpose that is in accordance with stated TEU objects. Occasionally TEU provides names and contact details from its membership database with affiliated organisations that share its objects or goals, for example HealthCarePlus. I consent to TEU providing such information about me with such organisations.

I also authorise my employer to deduct my TEU subscription from my salary at a rate advised by the TEU.

This authority will remain in force for all periods of employment until revoked by me in writing. (A copy of the original is deemed to be sufficient authorisation to the employer).

Signed: _____ Date: ____/____/____

For office use

Membership No. _____

Date entered: _____

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PART A – ALL KAIMAHI

Section 1 – Hei whakamārama | Explanatory Note for this Collective Agreement

1.1 Purpose

Te Pūkenga and TEU have included this explanatory note to assist kaimahi and management in understanding the collective agreement.

1.2 Overview of this Collective Agreement

This collective agreement is made up of five parts as follows.

	Explanation
Part A – All kaimahi	These sections apply to all existing and new kaimahi covered by this agreement. Where a specific provision is different in a particular division, this is explained within these sections with reference to the applicable schedule.
Part B – Academic kaimahi	These sections apply to all existing and new academic kaimahi covered by this agreement. Where a specific provision is different in a particular division, this is explained within these sections with reference to the applicable schedule.
Part C – Allied kaimahi	These sections apply to all existing and new allied kaimahi based at the MIT, Otago and UCOL divisions covered by this agreement. Where a specific provision is different in a particular division, this is explained within these sections with reference to the applicable schedule.
Part D – Division Schedules	This comprises specific provisions, contained in schedules, that existed prior to this collective agreement coming into force and remain in force. Kaimahi will continue to be covered by this collective agreement and the specific provisions contained in the schedules, which applied to them prior to this collective agreement coming into force.
Part E – Signatories	This comprises the signatories to all five parts of this collective agreement.

1.3 Applicable Division Schedule

The applicable schedules relate to those collective agreements that were in place within each Te Pūkenga division at the date this Collective Agreement was signed by both parties and are as follows:

Te Pūkenga Division Schedules
Ara Institute of Canterbury Academic (Ara)
Eastern Institute of Technology Academic (EIT)
Manukau Institute of Technology Academic (MIT Academic)
Manukau Institute of Technology Allied (MIT Allied/General)
Nelson Marlborough Institute of Technology Academic (NMIT)
Northland Polytechnic Ltd Academic (North Tec)
Open Polytechnic Academic (TOPNZ)
Otago Polytechnic Academic (Otago Academic)
Otago Polytechnic Allied/General (Otago Allied/General)
Southern Institute of Technology Academic (SIT)
Tai Poutini Polytechnic Limited Academic (TPP)
Toi Ohomai Institute of Technology Academic (Toi Ohomai)
Unitec New Zealand Limited Academic (Unitec)
Universal College of Learning Academic (UCOL Academic)

Universal College of Learning Allied/General (UCOL Allied/General)
Waikato Institute of Technology Academic (Wintec)
Wellington Institute of Technology Ltd Academic (WelTec)
Western Institute of Technology at Taranaki Academic (WITT)
Whitireia Community Polytechnic Ltd Academic (Whitireia)

1.4 Application of Schedules

- 1.4.1 Kaimahi who are employed by Te Pūkenga prior to the commencement date of this Agreement.
- a) Kaimahi continue to be covered by the Schedule that they were employed under prior to the commencement of this agreement.
- 1.4.2 Kaimahi who are employed by Te Pūkenga from the commencement date of this Agreement.
- a) Kaimahi are covered by the Schedule that most closely aligns to the division they are primarily employed to work for.
- b) Where kaimahi are employed to work equally across multiple divisions, or in regional or national roles, they will be offered the schedule that mostly closely aligns to their place of residence.
- c) Where there is any doubt about application, Te Pūkenga and TEU will agree in good faith on which Schedule applies.
- 1.4.3 Kaimahi who change roles or locations.
- a) Where kaimahi change roles or locations, they will have parity in their terms and conditions with local kaimahi and be covered by the local schedule. Where there is ambiguity the parties will discuss and agree.

Section 2 – Ngā Whakamāramatanga | Definitions and Interpretation

These are the definitions for this collective agreement, and they are to be read in conjunction with the definitions in the applicable divisional schedule.

Academic Staff Member (ASM)	A person employed in a teaching position or a non-teaching academic position. The term ASM includes academic staff members, senior academic staff members (SASM), and principal academic staff members (PASM) unless it is used to refer to the basic salary grade. Terms such as Tutor and Lecturer are generic terms which can refer to Academic Staff Members.
Non-teaching Academic Staff Member/Academic Specialist Person	A non-teaching ASM is defined as having less than 50 timetabled teaching hours per year but whose position draws substantively on the criteria listed in the divisional schedules often titled 'Characteristic of ASM', 'Teaching Characteristics', or similar.
Tutorial Assistant	Means a person who assists the learning process under the supervision of an ASM. The ASM will delegate appropriate task provided that the day-to-day learning and teaching programmes, the assessment of the ākonga learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.
Casual kaimahi	Means a kaimahi who has no set hours or days of work and who is normally asked to work as and when required. Each engagement undertaken by the casual kaimahi is a standalone engagement and, the employment shall be at an end at the completion of the work required. Previously defined as hourly paid/part-time (academic).

Fixed Term kaimahi	Has the same meaning as given in s66(1) of the Employment Relations Act and broadly means an employee engaged in a defined task or project of a temporary nature, including acting in a relieving capacity.
Permanent Kaimahi	Means a kaimahi engaged for an indefinite period of employment either in a full-time or part-time capacity.
Part-time kaimahi	Means a kaimahi employed to undertake a specified fraction of the work of a full-time kaimahi. Previously defines as proportional.
Full-time kaimahi	Means a kaimahi who undertakes the duties of a position for the for the full span of normal hours of work.
Kaimahi or Employee	Means a person employed in terms of the coverage clause.
Ākonga	Student, learner.
Affected kaimahi, restructuring, new employer	For the purposes of these provisions “affected kaimahi”, “restructuring” and “new employer” shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004. “Te Pūkenga” or “employer” shall mean the original employer party to this Collective Agreement.
Blended Delivery	Means delivery of course content is a blend of online and face to face delivery.
Online Delivery	Means delivery where all or almost all of the course content is delivered wholly online.
Distance Learning	Means a method of studying in which teaching is conducted online, without the kaimahi need (or with limited need) to attend face to face courses.
Clinical Teaching	Means off-campus health science teaching involving patient/client care.
Teaching Day	Means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.
Timetabled Teaching Hours (TTH)	Means in relation to any Academic Staff Member or Tutorial Assistant a period of one hour spent in timetabled class instruction and/or includes any timetabled hour of structured learning activity for which the ASM is responsible for.
Duty	Refers to any time when an academic staff member may be required by the employer to be on duty at the polytechnic or at another location.
Duty Day	Means any day other than a day set aside for leave, discretionary leave, a holiday, a weekend day or, when a weekend day is worked by agreement, a day in lieu of a weekend day.
Service	Means (a) (i) Continuous service in the employment of any NZ Polytechnic, REAP Community (ii) Education Centre, or any organisation which is now a Polytechnic or Institute of Technology and (iii) Continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector and (iv) Periods of continuous full-time service, or part-time service with any of the employer parties bound by this collective agreement which are aggregated for full-time equivalent service for the purposes of this definition and (v) Any other service the employer agrees to recognise at the time of appointment.
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.

Research	Is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.
Employer	Means the Chief Executive of Te Pūkenga.
TEU/Union	Means Te Hautū Kahurangi Tertiary Education Union.
Whaangai whāngai	Means to foster/adopt a child within customary practice of Māori.
Nine/Eleven hour break	Means a period off duty of nine or eleven consecutive hours depending on the schedule.
Unbroken work	Means ordinary work which is separated from the preceding period of ordinary work by less than a nine (eleven for UCOL) hour break.
Overtime	means the authorised time worked outside the provisions of this employment agreement.
Week	means the number of days of the week on which the employee normally works.

Section 3 - Te Tiriti o Waitangi

In accordance with the charter as outlined in Schedule 13 of the Education and Training Act 2020, Te Pūkenga is committed to ensure that its governance, management, and operations give effect to Te Tiriti o Waitangi.

The parties acknowledge the provisions within the schedules and their commitment to continue to explore opportunities to give effect to Te Tiriti o Waitangi both within this and subsequent collective agreements.

The parties commit to working together in good faith and in a manner that recognises this commitment.

Section 4 – Tā te Kirimana Whānuitanga, Whakaritenga hoki | Coverage and Application of the Agreement

4.1 Parties

The parties to this agreement are:

- The Chief Executive of Te Pūkenga - New Zealand Institute of Skills and Technology (Te Pūkenga or the “employer”); and
- The Tertiary Education Union, Te Hautū Kahurangi o Aotearoa (the “union” or “TEU”).

4.2 Coverage

4.2.1 Academic Coverage

This Collective Agreement shall cover ‘academic kaimahi’ who are employed to undertake one or more of the “academic” activities as described below:

- a) Teaching and development of ākonga and kaimahi,
- b) Assisting in the teaching and development of ākonga,
- c) Design and development of learning materials, courses, programmes, and curriculum for programmes of study,
- d) Leading, coordinating and facilitating academic programmes
- e) Undertaking research or providing Academic Consultancies,
- f) Non-teaching academic positions which primary focus is on the academic or learning support or advice for ākonga, or their pastoral care.

4.2.2 Allied Coverage

This Collective Agreement shall cover ‘allied kaimahi’ based at the MIT, Otago and UCOL divisions who are employed to undertake one or more of the “Allied” or “Non-Teaching Academic” activities as described below:

- a) Administrative and secretarial (i.e. financial, marketing, human resources, payroll, marketing student support, reception, personal assistants),

- b) Customer Services,
- c) Library services,
- d) Technical support,
- e) Mail processing and delivery,
- f) Counselling,
- g) and supervisory roles in any of the above or similar areas.
- h) General Hands (MIT only),
- i) Research Assistants (UCOL only),
- j) Liaison Officers (UCOL only),
- k) Facilitators (UCOL only),
- l) Academic and Learning Advisors (UCOL only),
- m) Ground keeping (Otago only),
- n) Health Services (Otago only),
- o) Property Services including Security (Otago only),
- p) Facility management and maintenance (Otago only), and
- q) Management roles in any of the above or similar areas (Otago only)

4.2.3 This Collective Agreement covers members of the TEU who are employees of Te Pūkenga regardless of the term or number of hours employed for, including casual workers.

4.2.4 This Collective Agreement excludes from cover kaimahi who are employed to undertake one or more of the activities as described below:

- a) Senior position within Te Pūkenga as described in the Section 594 for the Education and Training Act,
- b) Academic Leadership positions where a core part of their roles is to manage teams or functions,
- c) Kaimahi development roles traditionally based within People, Culture & Wellbeing,
- d) Teachers in Early Childhood Centres,
- e) Direct reports to an Executive General Manager (MIT Only)
- f) Any manager above the Team Leader or equivalent (UCOL Only)
- g) The Division tier 1 and 2 kaimahi (Otago only – see divisional schedules)
- h) Doctors (Otago only – see divisional schedules)

4.2.5 This Collective agreement excludes from cover kaimahi in the division formally known as Work Based Learning.

4.2.6 Where there is ambiguity around whether a role falls within this coverage clause then Te Pūkenga and the TEU will jointly assess and agree whether the role is within coverage or not.

4.2.7 Amendments to coverage during the term of this Collective Agreement will be by agreement between both parties.

4.3 Application of the Terms and Conditions of the Agreement

4.3.1 When kaimahi are appointed to any role whose activities are described within the coverage clause of this Collective Agreement, Te Pūkenga will:

- a) inform them that this Collective Agreement exists and covers the work to be done by them; and
- b) provide them a copy of this Collective Agreement; and
- c) inform them that they may join TEU, which is a party to this Collective Agreement; and
- d) inform them how to contact TEU; and
- e) inform them that if they join TEU, they will be bound by this Collective Agreement.

- 4.3.2 During the first 30 days of employment in any role whose activities are described within academic coverage clause of this Collective Agreement, the terms and conditions of this Collective Agreement will apply.
- 4.3.3 If the kaimahi agrees, Te Pūkenga will inform TEU within ten working days that they have accepted employment with Te Pūkenga.
- 4.3.4 In respect of all TEU members covered by this Agreement, the employer will deduct TEU fees, with the consent of the TEU member.

4.4 Variation of this Agreement

This Agreement may be varied during its term by agreement in writing by the parties subject to the ratification process of the Union.

4.5 Term of the Agreement

This Collective Agreement takes effect from 01 April 2023 and expires 31 March 2024.

4.6 Inadvertent Omission

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

4.7 Savings

Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment of any kaimahi employed under this Agreement.

4.8 Consultation on Policy Development

- 4.8.1 Te Pūkenga may introduce and update policies and procedures, some of which may relate to working conditions of kaimahi.
- 4.8.2 Any changes to policy and procedures held by Te Pūkenga relating to changes to working conditions may be made only after due consultation and the best endeavours to reach agreement with affected kaimahi and TEU.
- 4.8.3 If there is an inconsistency between a policy or procedure and the collective agreement, the collective agreement will apply. If the policy or procedure is more favourable, then then the policy or procedure will apply.

Section 5 – Ngā take ā-Uniana | Union Matters

5.1 Union recognition

Subject to the Employment Relations Act 2000 Te Pūkenga recognises TEU as the representative of all kaimahi who come within the coverage of this Agreement and who are members of TEU.

5.2 Union information

- 5.2.1 Te Pūkenga, when requested in writing by the Secretary of TEU, shall, within one month after receipt of such a request, supply to the union a list of the names, addresses and designations of all kaimahi who are covered by this Agreement and in their employ (but such request shall not be made to the employer at intervals shorter than six months).
- 5.2.2 Te Pūkenga shall undertake to provide each kaimahi at the time of appointment with an application form for membership of the Tertiary Education Union.

5.3 Union fees

- 5.3.1 Te Pūkenga shall arrange for the deduction of union subscriptions for all TEU members covered by this Agreement except in cases agreed to between the employer and the union.
- 5.3.2 The manner of deduction and of remittance shall be determined by agreement between the national secretary of TEU and Te Pūkenga.

5.4 Union meetings

- 5.4.1 Subject to the sub clauses (5.4.2) and (5.4.5) below, Te Pūkenga shall allow every kaimahi covered by this Agreement to attend on paid leave, two union meetings (each a maximum of two hours duration) with TEU in each year.
- 5.4.2 The union shall give Te Pūkenga at least 14 days' notice of the date and time of any meeting to which sub-clause (5.4.1) applies.
- 5.4.3 The union shall make such arrangements with Te Pūkenga as may be necessary to ensure that Te Pūkenga business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient kaimahi to remain available during the meeting to enable the operation of Te Pūkenga to continue.
- 5.4.4 Work shall resume as soon as practicable after the meeting.
- 5.4.5 TEU shall supply Te Pūkenga with a list of kaimahi who attend, and the time that the meeting started and finished.

5.5 Branch President

TEU and Te Pūkenga have agreed to the following time allocation for branch presidents or their nominee per division:

Division	Time allocation per week
Ara	Half day a week
EIT	0.4
MIT	0.4
NMIT	0.2
Northtec	0.4
Otago	0.5
SIT	0.2
Tai Poutini	0.2
TOPNZ	0.2
Toi Ohomai	0.4
Unitec	0.2
UCOL	0.6
Wintec	0.4
Weltec	0.2
WITT	0.3
Whitireia	0.2

5.6 Union Allocated Employment Relations Education Leave (EREL)

Employment Relations Education Leave is an entitlement assigned to TEU under Part 7 of the Employment Relations Act 2000. TEU is entitled to allocate Employment Relations Education Leave to eligible kaimahi according to the provisions of that Act.

5.7 Leave on TEU business

5.7.1 TEU and Te Pūkenga agree to an exchange of letters each year to establish the quantum of and arrangements for, leave available to the TEU President and members of the national Council and committees elected and/or nominated to represent the TEU.

5.7.2 Leave on TEU business shall be granted according to the provisions determined under sub-clause (5.7.1) of this clause.

5.8 Joint Consultative Committees

Consultative Committees will be established to meet regularly and consult on matters of mutual interest, including the application of the collective agreement.

5.9 Union Benefit/Pass On

5.9.1 TEU agrees that Te Pūkenga may pass on to any kaimahi employed on individual employment agreements any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met:

- a) A period of at least six months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any kaimahi covered by an individual employment agreement. A period of six months must also be observed from the effective date for any terms agreed to come into effect after the commencement date.
- b) In the case of any such term which provides for an increase in salary, allowances, or any other aspect of kaimahi remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement.

5.10 Access to Premises

Subject to the Employment Relations Act 2000, any authorised officer of TEU will be entitled at all reasonable times to enter the premises for purposes related to the employment of their members or union business or both.

Section 6 - Tikanga Kopounga | Terms of Appointment

6.1 Categories of Appointment

6.1.1 The categories of appointment are:

- a) Permanent (full time or part time).
- b) Fixed term (full time or part time).
- c) Casual (as and when required, paid on an hourly basis).

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

6.1.3 Where a fixed term appointment is made, the following will apply:

- a) Fixed term appointments will be made for genuine reasons on reasonable grounds and may be defined as ending at the conclusion of a specified period of time, or at the end of project or event.

- b) Where a fixed term appointment is made for the purposes of teaching a full year's programme, that appointment shall be made for a period of not less than 12 months.
- c) For fixed term appointments involving less than a full year's programme, the length of the appointment shall, wherever practicable, include a reasonable period for preparation, administration and marking.
- d) In the case of fixed term appointments, the options under the surplus staffing provisions of this Agreement will not apply at the conclusion of the specified term or employment.

6.2 Appointment Procedures

Having regard to clauses 11.3 and 11.10.2 of this agreement Permanent vacant positions, and fixed term vacant positions for periods greater than one year's duration will, where practicable, be advertised in a manner to enable suitably qualified applicants to apply.

6.3 Equal Employment Opportunities (EEO)

6.3.1 In recognition to our commitment to Te Tiriti, equity and inclusiveness, Te Pūkenga shall engage with kaimahi on an equal employment opportunities programme to be developed, implemented, monitored and reviewed with the TEU.

6.3.2 The equal employment opportunities programme shall identify and eliminate all aspects of policies, procedures and practices which may directly or indirectly lead to inequitable outcomes and do not embrace diversity and manaakitanga, especially those concerning kaimahi appointments, pay, flexible working arrangements, health and safety, promotions and career development.

6.4 Termination of employment/Notice of resignation

6.4.1 Permanent employment may be terminated by either party with two months' written notice for kaimahi included in "Academic Coverage" (4.2.1) or one month's written notice for kaimahi included in "Allied Coverage" (4.2.2). A shorter notice period may be agreed by Te Pūkenga.

6.4.2 Fixed term employment may be terminated with two weeks written notice by either party. In any event, fixed term employment shall terminate on the end date of the fixed term agreement without separate notice needing to be given.

6.4.3 Where kaimahi give written notice, which is longer than the notice period required, Te Pūkenga shall not be required to accept such longer notice period.

6.4.4 On giving notice of termination Te Pūkenga may elect to pay to the kaimahi concerned salary in lieu of notice for all or any part of the notice period.

6.4.5 Nothing in this clause will remove from Te Pūkenga the obligation to observe the principles set out in clause 6.6.1 prior to applying any notice to kaimahi in the event of a termination of employment resulting from disciplinary action.

6.4.6 Notwithstanding the above any kaimahi may be summarily dismissed for serious misconduct.

6.5 Medical Review Process

6.5.1 If as a result of physical or mental incapacity a kaimahi is unable to perform the duties of the position, Te Pūkenga will:

- a) consult with the kaimahi and TEU.
- b) Require the kaimahi to undergo a medical examination, at the expense of Te Pūkenga, by a registered medical practitioner nominated by Te Pūkenga, or if the kaimahi wishes, two

registered medical practitioners, one nominated by Te Pūkenga and the other by the kaimahi.

- c) Take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the kaimahi, and apply one or a combination of the following options:
 - i. no further action under this clause.
 - ii. Redeployment.
 - iii. Agreed flexible working arrangements, such as a reduction in hours.
 - iv. An agreed period of leave without pay up to one year.
 - v. Terminate employment by giving two (2) months written notice except for the UCOL division which is set out in its schedules.

6.5.2 Where employment may be terminated under this clause, kaimahi will be entitled to remain in employment until their sick leave is used, or to end their employment immediately and be paid all their remaining sick leave.

6.6 Disciplinary Procedures

Principles to be Observed

6.6.1 In any disciplinary process, the following principles shall be observed:

- a) Kaimahi will be advised in writing of the specific concern and the process that will be followed to address the concern.
- b) Kaimahi will be advised by Te Pūkenga of their right to request union assistance, and/or representation at any stage.
- c) Before any decisions are made or disciplinary outcome is acted upon, an appropriate investigation is to be undertaken by Te Pūkenga.
- d) Kaimahi will be provided with an opportunity to respond to the concerns.
- e) The response of kaimahi concerned will be considered before a decision is made.
- f) Depending on the nature of the concern, Kaimahi will be advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues.
- g) The outcome of the investigation, including any disciplinary action and/or remedial requirements, will be recorded in writing and provided to the kaimahi concerned.

6.7 Suspension

6.7.1 Where Te Pūkenga considers allegations regarding kaimahi behaviour warrant it, the kaimahi concerned may be suspended either on pay or without pay.

6.7.2 Prior to any proposed suspension the kaimahi concerned will be advised of their rights to express their view on the suspension before it is implemented.

6.7.3 Any period of suspension will be regularly reviewed, noting such suspension is to protect both the kaimahi concerned and Te Pūkenga until it is ascertained whether there is any validity to the allegations.

Section 7 – Whakapiki Aramahi me te Utu | Career Progression and Remuneration

Career progression and remuneration provisions are contained within the divisional schedules, with the exception of the following provisions.

7.1 Payment of Salaries

7.1.1 Pay Periods

- a) The salaries of kaimahi shall be paid in equal fortnightly instalments.
- b) Payment shall be made by electronic transfer to a bank account nominated by the kaimahi.
- c) Payment for the holiday periods may combine more than one pay period.

7.1.2 Entitlement to Payment

Kaimahi, other than casual kaimahi, shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from periods of leave without pay) subject to the following conditions:

- a) Payment includes all statutory holidays, leave periods and intervening weekends.
- b) On resignation or retirement, kaimahi who complete the normal full working week shall receive payment for all statutory holidays immediately following.
- c) When the employment ceases the kaimahi will receive payment of any outstanding pay within 10 working days of cessation of employment.
- d) Annual and discretionary leave due on resignation or retirement shall be payable as follows:
 - i. Kaimahi who resign at the end of the Te Pūkenga year shall receive payment up to the end of any period of leave due.
 - ii. Kaimahi who resign during the year (kaimahi with short service) shall receive payment as set out in their divisional schedule.

7.2 Salary Profile within Te Pūkenga

A profile of salaries paid to kaimahi under this agreement is to be made available to TEU annually. The profile will list salary rates, gender, ethnicity 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.

Section 8 – Whakamatuatanga | Leave

8.1 Casual Kaimahi Leave

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

8.2 Statutory and Te Pūkenga holidays

- 8.2.1 In addition to any other type of leave, kaimahi are entitled to the following days as paid public holidays:
- a) New Year's Day
 - b) The day after New Year's Day
 - c) Waitangi Day
 - d) Good Friday
 - e) Easter Monday
 - f) ANZAC Day
 - g) The Sovereign's birthday observance
 - h) Matariki
 - i) Labour Day
 - j) The Provincial Anniversary Day (as locally observed, where the kaimahi primarily resides)
 - k) Christmas Day
 - l) Boxing Day

- 8.2.2 In addition to the above, kaimahi shall also receive the below Te Pūkenga holiday:
a) The Tuesday immediately after Easter Monday
- 8.2.3 For kaimahi included in “Academic Coverage” (4.2.1), if kaimahi are required by their manager to work on part, or all, of a public or institution holiday then they will be paid at a rate of time and a half of their normal hourly rate for any time worked. In addition, kaimahi will receive a full paid day in lieu to be taken at an agreed later date.
- 8.2.4 For kaimahi included in “Allied Coverage” (4.2.2), additional provisions including working on a public holiday are found in Part C, Section 5.2.
- 8.2.5 Included within their respective schedules are additional Institution days for kaimahi from Otago, UCOL and TOPNZ.

8.3 Annual Leave

- 8.3.1 Annual Leave entitlements for Academic kaimahi is found in Part B, Section 3.1.
- 8.3.2 Annual Leave entitlements for Allied kaimahi is found in Part C, Section 5.3.
- 8.3.3 The leave year starts on 01 February and ends on 31 January.
- 8.3.4 With the agreement of their manager, kaimahi should plan and take all of their annual leave within the leave year and in accordance with their workplan and operational requirements. Where it is not possible to mutually agree scheduling annual leave, their manager may direct kaimahi to take annual leave, and at least a months’ notice will be provided. Any annual leave in excess of four weeks that is not taken in the year of entitlement may be carried forward provided that the kaimahi manager has given their prior written approval.
- 8.3.5 With approval, for those with a low annual leave balance, up to two weeks’ annual leave may be taken in advance of it being accrued.
- a) Kaimahi should maintain enough of a balance, or take annual leave in advance, to cover any annual close down period.
 - b) The minimum block of annual leave kaimahi can take is half a day. There is no maximum, though blocks of annual leave longer than four weeks may require additional considerations around the operational impacts. Kaimahi are entitled to one block of leave of at least four weeks.
 - c) Casual kaimahi will have their annual leave payments included in their pay at 8%.
 - d) Kaimahi based at MIT (Academic), NorthTec and TPP, have additional annual leave terms in their schedules.

8.4 Sick Leave

Sick leave is intended for use by Te Pūkenga kaimahi to attend to their own physical or mental wellness needs or those of their whānau or others who are normally dependant on them for such care.

8.4.1 Entitlement

- a) Kaimahi will receive 10 (ten) days sick leave from their first day of employment and will receive a further 5 (five) days sick leave every six months thereafter up to a maximum accumulation of 260 (two hundred and sixty) days sick leave.
- b) (Transitional provision) Any kaimahi transferring to Te Pūkenga on 1st January 2023 or earlier will maintain their current sick leave balance as at the date of their transfer.

- c) With approval, sick leave may be anticipated in advance up to a maximum of 10 (ten) days.
- d) Kaimahi may be required to provide a medical certificate for any sick leave which goes beyond 5 (five) calendar days.
- e) Sick leave during a Public or Te Pūkenga holiday will not impact sick leave balances.
- f) If sick or injured during any annual leave period kaimahi may request that their annual leave, be reinstated and converted to sick leave. A medical certificate may be requested.
- g) In circumstances where kaimahi do not have any sick leave balance available, they may agree to other leave options, including on unpaid leave.

8.5 Extraordinary Sick Leave

- 8.5.1 Extraordinary sick leave does not impact kaimahi sick leave balance and is used in the following circumstances:
- a) For the first week of work-related accidents covered by ACC; or
 - b) Epidemic Disease - when kaimahi contracts a disease declared epidemic by the appropriate health authority; or
 - c) Notifiable Infectious Diseases - when kaimahi contracts an infectious disease or has been in contact with someone diagnosed with an infectious disease, and is prevented by direction of the appropriate health authority from attending work; or
 - d) in other circumstances at the discretion of Te Pūkenga.
- 8.5.2 Any extraordinary sick leave granted will be reviewed periodically taking into account relevant public health and medical information.
- 8.5.3 Included within their respective schedules are provisions relating to disregarded sick leave for illnesses directly attributable to working conditions for Ara, EIT, MIT Academic, NMIT, NorthTec, Otago, SIT, Toi Ohomai, UCOL Academic, Unitec, WelTec, Whitireia, Wintec and WITT.

8.6 ACC Leave

- 8.6.1 ACC leave starts after the first week of an accident covered by ACC.
- 8.6.2 The week of leave immediately prior to ACC leave will be covered in the following manner:
- a) for non-work-related accidents sick leave may be used; or
 - b) for work-related accidents extraordinary sick leave will be used.
- 8.6.3 ACC leave does not impact kaimahi sick leave balance, and after the first week is proportionate up to a maximum of 80% base pay.
- 8.6.4 The proportion of any accident-related absence not covered by ACC leave may be covered by sick leave, annual leave, leave without pay, or approved extraordinary sick leave.

8.7 Tangihanga | Bereavement Leave

- 8.7.1 Kaimahi will be granted bereavement/tangihanga leave on pay to attend to obligations and/or pay respects to a deceased person with whom they have had a close association or as a result of a pregnancy loss by way of miscarriage or still-birth. If a bereavement occurs while kaimahi are absent on another form of paid leave, they may apply to have their leave converted to bereavement leave. This may not apply if kaimahi are on leave without pay.
- 8.7.2 In granting bereavement/tangihanga leave Te Pūkenga will administer these provisions in a culturally sensitive manner, taking into account the following points:
- a) The closeness of the association between the kaimahi and the deceased (this association need not be a blood relationship).
 - b) The miscarriage or still-birth suffered by kaimahi, their spouse or partner; or kaimahi planning to have a child through surrogacy or adoption where the pregnancy has ended by miscarriage or still-birth.

- c) Whether the kaimahi has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
- d) The amount of time needed to attend to any legal, whānau, or cultural responsibilities or obligations.
- e) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

8.7.3 A decision will be made as quickly as possible so that the kaimahi is given the maximum time possible to make any arrangements necessary. In most cases, the necessary approval will be given immediately, though may be given retrospectively where necessary.

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

8.8 Parental Leave

Parental leave may be taken by kaimahi of any gender following the birth or legal adoption of a child under five years of age. Adoption shall include whāngai or informal adoption of children. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

8.8.1 Notice required to take parental leave

- a) Kaimahi intending to take parental leave are 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 such as a midwife certifying the expected date of delivery, or proof of adoption as may be appropriate.
- b) Parental leave may commence at any time during pregnancy, subject to the kaimahi giving Te Pūkenga one month's notice in writing supported by documentation from a registered medical practitioner. A shorter period of notice will be accepted on the recommendation of a registered medical practitioner.
- c) Kaimahi intending to legally adopt or whāngai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. The requirement of one month's notice does not apply.

8.8.2 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) Kaimahi who have completed one year of continuous service or more are entitled to up to 52 weeks unpaid leave;
- b) Kaimahi with more than 6 months service but less than 12 months service are entitled to unpaid leave of up to 26 weeks, but up to six months' additional leave may be granted at the discretion of the employer,

8.8.3 Return to work

Kaimahi must give Te Pūkenga at least one month's notice of intention to return to work before parental leave expires. When a kaimahi suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should kaimahi wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.

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

Te Pūkenga will give due consideration to a request for flexible working including a temporary reduction of hours to, be agreed with the kaimahi after the return from a period of parental leave.

Breastfeeding kaimahi shall have the right to one or more paid breaks per day to breastfeed their child or express breastmilk. The timing of these breaks shall be negotiated with their line manager, provided that such agreement shall not be unreasonably withheld.

8.8.4 Sick leave during pregnancy

Periods of illness due to pregnancy, prior to cessation of duties, will be taken as sick leave. Parental leave is not to be granted as sick leave, with or without pay.

8.8.5 Annual leave

Annual leave owing will not be required to be taken before kaimahi commences parental leave; but may be held over and taken when kaimahi return to work.

8.8.6 Paid parental leave or a Grant

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

Kaimahi who have, because of pregnancy, requested a temporary reduction of hours, will be paid the six weeks leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.

Where a primary carer elects to resign after the birth/adoption, such resignation will be deemed to take effect six weeks after the birth/adoption 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 existing kaimahi, and to former kaimahi on application.

If both partners are employed at Te Pūkenga and are eligible for paid parental 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.

Kaimahi who are entitled to paid parental leave may apply instead, at the time of submitting the parental leave application, for an ex-gratia payment on the following basis:

- a) The grant will be payable to an entitled kaimahi on production of the certificate of the birth of the child, (whether live or stillborn) or on production of satisfactory evidence of a legal or whaangai adoption placement.
- b) The grant will be of six weeks full salary at the effective date parental leave commenced.
- c) The full grant equivalent to six weeks salary as in (b) above will be payable regardless of whether an kaimahi returns to work before the expiry of six weeks parental leave. Receipt of salary will not affect the payment of the full grant.

8.8.7 Legislative change

The payment of parental leave in this Agreement is in addition to any entitlement under paid parental leave legislation. Should at some time in the future, an amendment to that legislation,

or new paid parental leave legislation require Te Pūkenga to pay all or part of parental leave, the provisions in this clause will be inclusive of what Te Pūkenga is required to pay.

8.9 Special Leave

- 8.9.1 Special leave of absence with or without pay (of up to two years) may be granted to kaimahi at the discretion of Te Pūkenga. 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 kaimahi work noting that:
 - i. For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved.
 - ii. Examination leave shall be on full pay.
 - c) Upgrading qualifications at the request of Te Pūkenga.
 - d) Marriage of the kaimahi.
 - 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 an elected officer of the union, at meetings of TEU.

8.10 Leave for Family Reasons

- 8.10.1 Kaimahi 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.
- 8.10.2 This provision shall be administered in a culturally sensitive manner and approval shall not be unreasonably withheld.
- 8.10.3 Travelling time with pay may be allowed in terms of clause 8.10.

8.11 Leave for Approved Statutory Authorities

- 8.11.1 Te Pūkenga shall grant leave on full pay to kaimahi who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the kaimahi from the authority shall be paid to Te Pūkenga:
- a) The council of Te Pūkenga – The New Zealand Institute of Skills and Technology
 - i. Any other representative group of Te Pūkenga the member is elected to
 - b) A university council
 - c) Government Superannuation Board
 - d) New Zealand Qualifications Authority (NZQA)
 - e) Hearings of the Employment Relations Authority or Court
 - f) Te Pūkenga Programmes Committee and Moderation panels
 - g) Waitangi Tribunal or Māori Land Court.

8.12 Family Violence Leave

- 8.12.1 Te Pūkenga recognises the seriousness of the issue of family violence and the impacts it may have in the workplace.
- 8.12.2 Te Pūkenga is committed to reducing barriers to maintaining stable paid employment for people affected by family violence and assisting any staff in finding pathways out of violence and rebuilding their lives.

- 8.12.3 Family violence may impact on kaimahi attendance or performance at work. The employer will support kaimahi experiencing family violence. This support includes:
- a) For those experiencing family violence, up to 10 days of paid leave, from the commencement of employment, in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
 - b) To support safety planning and avoidance of harassing contact, Te Pūkenga will approve any reasonable request from kaimahi experiencing family violence for:
 - i. Changes to their span or pattern of working hours, location of work or duties; a change to their work telephone number or email address; and any other appropriate measure including those available under existing provisions for flexible work arrangements.
 - ii. Kaimahi experiencing family violence will have direct access to the Employee Assistance Programme.

8.13 Jury Service

- 8.13.1 Any full time, proportional, or part time kaimahi required to attend a court on Jury Service will, on the production of a statement from the registrar of the court, be paid their normal gross ordinary daily pay for the days involved in Jury Service. The kaimahi will reimburse to Te Pūkenga all payments received from the court excluding any reimbursing payment for travel, accommodation or meals.
- 8.13.2 Kaimahi shall return to work as soon as possible if not selected for Jury Service.
- 8.13.3 If Jury Service will significantly compromise operational requirements, Te Pūkenga may require kaimahi to seek exclusion from Jury Service and Te Pūkenga will supply a written letter of support for that application for exclusion.
- 8.13.4 The period with pay is for the time necessary to travel to, to attend and return from the meeting.

Section 9 – Utu tāpui me ngā Whakapaunga | Allowances and Expenses

9.1 Employment expenses

- 9.1.1 Te Pūkenga will make reimbursements to kaimahi so that they do not incur personal costs as a result of requirements of Te Pūkenga. Reimbursement will be according to:
- a) the following provisions for reimbursements, allowances and expenses, or
 - b) the policies, procedures and practices Te Pūkenga establishes for any matters not specifically covered by the provisions of this agreement.
- 9.1.2 Travelling away from the workplace on Te Pūkenga business and curriculum activities.
- 9.1.3 Expenses incurred in attendance at approved meetings outside the normal hours of duty which may be required of kaimahi.

9.2 Travelling Allowances

Kaimahi required to travel on official business shall be paid a travel allowance as set out in their division's schedule.

9.3 Meal Allowances

9.3.1 Where kaimahi are required to commence work at or before 6.30 am and their duties continue beyond 1.30 pm or commences approved duties before noon and continues beyond 7.00 pm, a meal allowance as per their division's schedule shall be paid. The meal allowance shall not be payable to kaimahi who receive a Travelling Allowance in accordance with the provisions of clause 9.2.

9.3.2 Te Pūkenga shall provide free morning and afternoon tea to kaimahi.

9.4 Motor Vehicle Allowances

9.4.1 Kaimahi using their own motor vehicle for travel relating to their work shall be reimbursed in accordance with the IRD mileage rates which shall be published by Te Pūkenga from time to time. Such travel must be approved by Te Pūkenga and is defined as approved activities directly related to Te Pūkenga business.

9.4.2 Kaimahi shall cover the cost of their own travel to and from the work base each day provided that where the work base may vary from time to time, Te Pūkenga shall pay the difference between home and fixed base and home and variable base, in accordance with and as defined by Te Pūkenga policy.

9.5 Relocation Expenses

9.5.1 Relocation expenses shall be paid when a kaimahi normal place of work is moved to a location out of the local area and the lecturer elects to relocate within 12 months of the change of workplace.

9.5.2 Kaimahi shall be paid actual and reasonable costs of relocation, such costs to include:

- a) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months.
- b) packing, freight and storage of furniture and personal effects.
- c) travel costs for the kaimahi immediate family and other dependent members of the household.
- d) legal fees and land agents' commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house).
- e) any penalty attached to the early repayment of the mortgage.

9.5.3 Where relocation expenses are paid the maximum payment shall be \$25,000.

9.5.4 In any case other than specified in sub-clause (a) a payment towards relocation expenses may be made by agreement at the time of making the appointment.

9.5.5 Clause 9.5.3 does not apply to kaimahi based at the former Otago division whose provisions are laid out in the applicable schedule; or to TOPNZ who have no entitlement to relocation expenses.

9.6 Reimbursements

9.6.1 Reimbursement to kaimahi of personal costs incurred relating to Te Pūkenga business will be made in full upon application to Te Pūkenga according to the following provisions:

- a) Subscriptions to professional associations where membership is a requirement for the role

- b) The cost of annual practicing certificates or registrations, where these are required, either to undertake the work for which kaimahi have 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 negligence or misconduct by the Kaimahi and provided that, where appropriate, payment may be less than the replacement.
- d) In accordance with Te Pūkenga policy, Te Pūkenga has the discretion to approve the actual and reasonable cost of expenses incurred by kaimahi in the following situations:
 - i. when kaimahi attend a course
 - ii. are travelling on official business, are temporarily relocated; or
 - iii. are required to work abnormal hours.
- e) Where kaimahi cannot make alternative arrangements for the care of their dependents without incurring extra expenses. Prior approval must be given by the manager.

9.7 Compassionate Grant

- 9.7.1 Upon the notice of the death of a permanent kaimahi, Te Pūkenga may pay to the next of kin an ex-gratia amount as follows:
- a) For kaimahi with at least 10 years' but less than 20 years' continuous service, one-twelfth of the annual salary
 - b) For kaimahi with 20 years' continuous service or more, one-eighth of the annual salary.
- 9.7.2 For the purpose of this clause, the term 'next of kin' means:
- a) The spouse or partner of the deceased kaimahi; or
 - b) Where there is no surviving spouse or partner, a relative of the deceased kaimahi previously nominated by them and approved by Te Pūkenga.

Section 10 – Hauora me te haumarū | Wellbeing and Safety

10.1 Wellbeing and Safety Commitment

- 10.1.1 Te Pūkenga recognises there is potential for kaimahi to experience situations in the performance of their duties which may create a risk to their physical or mental safety and wellbeing. Te Pūkenga is committed to ensuring that kaimahi perform their duties safely and in an environment that values their physical and mental safety and wellbeing. This is consistent with Te Pūkenga obligation under the Health and Safety at Work Act 2015 as a Person Conducting a Business or Undertaking (“PCBU”), to ensure so far as is reasonably practicable, the health and safety of kaimahi within the work environment and to ensure that kaimahi are trained in health and safety procedures and practices.
- 10.1.2 Te Pūkenga is committed to developing and maintaining safety and wellbeing processes and practices which:
- a) Align to Te Pūkenga values of manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person), and any amendments to the values.
 - b) Align with Te Pūkenga charter, policies and procedures.
 - c) Comply with relevant legislation, including the Health and Safety at Work Act 2015, the Education and Training Act 2020, and the Employment Relations Act 2000.

- d) Align with current and accepted health and safety practice both generally and across the range of work that kaimahi perform.

10.2 Protective Clothing and Equipment

10.2.1 In meeting its obligation to provide a safe and healthy work environment, Te Pūkenga will:

- a) Where there is a requirement to wear specific protective clothing, provide kaimahi with sufficient, fit-for-purpose clothing and equipment which is necessary for the nature of the work performed. In relation to protective or specialist equipment and clothing:
 - i. Te Pūkenga will provide such clothing and equipment (which may include prescription safety glasses) based on individual requirements at its cost or will reimburse kaimahi for reasonable and pre-approved expenses.
 - ii. Such equipment and clothing remain the property of Te Pūkenga and must be returned once it is no longer required or the kaimahi employment ends.
 - iii. It will be replaced on a fair wear and tear basis at the cost of Te Pūkenga.
 - iv. It will be laundered or cleaned at Te Pūkenga cost on a fair and reasonable basis.
- b) Monitor the risk of infection or disease associated with particular jobs inclusive of establishing 'baseline' levels in areas like hearing, lung function etc. Kaimahi are also entitled to have all information associated with health monitoring reports in respect of their individual results; and
- c) Meet the cost of immunisation where kaimahi are considered to be at a higher-than-normal risk of infection or adverse health effects arising from their work e.g. influenza, hepatitis.

10.3 Kaimahi Engagement, Participation, and Representation Agreement

Te Pūkenga and TEU view the safety and wellbeing of kaimahi as paramount. Accordingly, the parties agree to maintain a Kaimahi Participation Agreement (the Worker Participation Agreement or WPA) in accordance with Part 3, Subpart 1 of the Health and Safety at Work Act 2015. Te Pūkenga will encourage kaimahi engagement in health and safety work practices through participation and representation processes and mechanisms. Te Pūkenga will ensure that kaimahi and the TEU have reasonable opportunities to participate in ongoing processes for the improvement of health and safety in the workplace.

Section 11 – Te Panoni Whakahaerenga | Organisational Change

11.1 Notification

Te Pūkenga will as early as is practicable notify the National Secretary, and local Organiser of TEU of any review of the organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting members. Te Pūkenga will ensure that any potential affected kaimahi are clearly identified.

11.2 Intent

Te Pūkenga recognises the serious consequences of the loss of employment for kaimahi and seeks to minimise those consequences through these provisions. Where possible Te Pūkenga will use its national reach and scope to provide employment and make every attempt to minimise the consequences of loss of employment through surplus staffing situations. These provisions aim to enable the placement of as many surplus kaimahi as possible in alternative positions within Te Pūkenga and minimise the use of compulsory redundancy.

11.3 Application

- 11.3.1 These provisions apply to kaimahi who, for all intents and purposes, have an ongoing expectation of employment.
- 11.3.2 This includes kaimahi who meet these criteria and are on approved leave.
- 11.3.3 They will not apply to kaimahi who have reached the expiry of a fixed term appointment, or to casual kaimahi.

11.4 Definition

A surplus staffing situation may arise following consultation with affected kaimahi where Te Pūkenga establishes a requirement to reduce the number of positions or substantially change the nature of the work undertaken by kaimahi. The reasons may be as a result of reduction in funding changes in course or service demands, organisational changes or other identified factors.

11.5 Consultation

- 11.5.1 Kaimahi will be notified in writing of any review and Te Pūkenga will advise kaimahi in writing of their right to assistance from the union.
- 11.5.2 Te Pūkenga will provide the union with an opportunity to be involved in any review directly affecting its members.
- 11.5.3 The consultation period will be a minimum of 28 days to allow for TEU and kaimahi to prepare and submit individual and/or collective submissions on the proposal to Te Pūkenga. The parties may agree to a lesser period. Te Pūkenga will consider any submissions prior to any decisions as to the outcome of the proposal.
- 11.5.4 Throughout the review process, both parties will be open and receptive to opportunities that enable on going employment.

11.6 Information

Te Pūkenga will take all practical steps to provide relevant information requested by TEU.

11.7 Selection Criteria

- 11.7.1 Where it affects members and selection criteria are to be used, Te Pūkenga will consult with TEU and the affected kaimahi on any selection criteria to be used.
- 11.7.2 Selection criteria will either be included with the proposal materials for consultation where possible or provided separately for consultation once a decision has been made on the proposed changes.
- 11.7.3 The selection criteria must be fair, objective and consistent with the purpose of determining which kaimahi will be declared surplus.
- 11.7.4 The selection criteria shall recognise the need of Te Pūkenga to retain necessary skills, knowledge and experience for the operational needs of the organisation.
- 11.7.5 Affected kaimahi will be given a copy of the selection process outcome as it relates to their assessment and will be given the opportunity to correct any information (if required) prior to the selection outcomes being confirmed.

11.8 Support

- 11.8.1 Te Pūkenga will provide appropriate and reasonable support to kaimahi impacted by a review.
- 11.8.2 Te Pūkenga recognises that appropriate support will vary by individual. Kaimahi may request additional support if required.

11.9 Determination

- 11.9.1 As a result of the processes above, when specific positions are identified as surplus, Te Pūkenga will advise affected kaimahi, and TEU.
- 11.9.2 If any positions are identified as surplus, Te Pūkenga will:
- a) Provide no less than two months' notice (except for the UCOL Allied kaimahi where it is one month's notice) of the final date of employment. The date may be varied by agreement between the parties.
 - b) Work with impacted kaimahi on ongoing employment options as outlined in the options below.
- 11.9.3 At this time Te Pūkenga will also provide TEU with the following details:
- a) The number and location(s) of the surplus positions.
 - b) The final date of employment.
 - c) The relevant details of affected members.
 - d) The position title, location, salary range and current recruitment status of current redeployment opportunities.

11.10 Options

Should any position/s be determined to be surplus to requirements, Te Pūkenga will work with kaimahi and the TEU organiser on the options below with the intent to minimise the use of compulsory redundancy.

11.10.1 Attrition

Through the normal process of staff turnover, the required reduction in staffing is achieved through resignations over time.

11.10.2 Redeployment

- a) Kaimahi may be redeployed to a comparable position at the same or lower salary within Te Pūkenga.
- b) Where a redeployment opportunity exists, kaimahi shall be given due consideration consistent with and appropriate to their skills and experience. The following conditions will apply:
 - i. Kaimahi may be redeployed on their existing salary, or if the role is at a lower salary band than the role that has been disestablished, kaimahi will be paid:
 - an equalisation allowance paid as a lump sum (of the equivalent of two years of their existing salary (the lump sum allowance will not take in to account any subsequent salary increases) OR
 - an equalisation allowance paid on a fortnightly basis for a period of two years (this allowance will decrease with any subsequent salary increases).

- c) Kaimahi will not be eligible for a redundancy payment if they are offered and decline a position within Te Pūkenga which is directly comparable to their existing position and which does not require a change in residential location.
- d) Te Pūkenga will be diligent in the consideration and application of its obligations under both the Employment Relations Act and The Education and Training Act in respect to the advertising of vacancies and its obligation and commitment to redeployment of kaimahi.
- e) When redeployment occurs outside of the local area, such that a change in residential address is reasonably required to take up the new position, kaimahi may be entitled to relocation expenses as set out in clause 9.5 of this agreement.
- f) Included within its schedule is Redeployment on a trial basis for kaimahi from TPP.

11.10.3 Voluntary Redundancy

- a) With the exception of areas where there is only one position under review, Te Pūkenga will call for expressions of interest from kaimahi within the area of review who wish to volunteer for redundancy to cover the surplus/es positions that have been identified.
- b) Should the number of volunteers exceed the number of surpluses, Te Pūkenga will apply selection criteria as defined in clause 11.7 to determine whose application for redundancy will be accepted.
- c) 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 Te Pūkenga.
- d) Should there be no volunteers or insufficient volunteers to discharge the surplus, Te Pūkenga shall then apply the criteria set out in clause 11.7 to identify the kaimahi to be declared surplus.

11.10.4 Retraining

- a) In order to enhance the kaimahi prospects of re-employment, retraining is available for kaimahi following an application for retraining with financial assistance.
- b) The total retraining payment will not exceed an additional 10% of the gross lump sum redundancy payment that the kaimahi would be entitled to, noting the scheduled provision of EIT.
- c) This will not be a cash payment but would be subject to reimbursement claims, or payment on invoice to Te Pūkenga.
- d) There will be no requirement that kaimahi seeking this option are required to be re-employed by Te Pūkenga.
- e) The parties agree that retraining is a worthwhile and efficient option and should not be unreasonably withheld.

11.10.5 Redundancy

- a) Where kaimahi positions are confirmed as redundant and all previous options have been explored for on-going employment within Te Pūkenga without success, Te Pūkenga will pay redundancy to kaimahi in accordance with the calculation below:
 - i. 12% of salary for the preceding 12 months, or part thereof for kaimahi with less than 12 months' service; and

- ii. 4% of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- iii. Where service is less than 20 years 0.333% of salary for the preceding 12 months multiplied by the number of completed months for the part year.
- b) In addition to the above, if any portion of the 2-month notice period is not worked Te Pūkenga will pay, in lieu of notice 16% of salary (or the appropriate proportion of this) for the preceding 12 months in lieu of the period of notice not worked, regardless of the length of service (except for the UCOL division where this clause does not apply).
- c) Included within their respective schedules are notice period and calculations for kaimahi from SIT, MIT Academic, and TOPNZ.
- d) Outstanding leave (annual and discretionary) entitlements will be cashed up separately.
- e) Kaimahi who through agreement have temporarily reduced their hours, or are on a period of unpaid leave, shall have their payment calculated for the 12 months service at the salary of their substantive position.
- f) Fixed term employment with the employer immediately prior to permanent employment, shall be counted as service for the purposes of this clause.

11.10.6 Support in Redundancy Situations

- a) In addition to the support made available during the review process, Te Pūkenga will provide access for kaimahi and their whānau to EAP as necessary.
- b) Where a kaimahi position has been made redundant and redundancy is to be applied Te Pūkenga will, in support of kaimahi seeking new employment, provide:
 - i. reasonable time off to attend interviews.
 - ii. a detailed certificate of service as a reference of employment; and
 - iii. access to career and outplacement support.
- c) Te Pūkenga recognises that appropriate support will vary by individual, additional support may be agreed between kaimahi and Te Pūkenga.

11.11 **Statutory Employment Protection Provision**

In any case of restructuring, as defined in the Employment Relations Act 2000, where it is proposed that Te Pūkenga (or part of it) is to be sold, contracted out, or transferred to another entity, Te Pūkenga will notify TEU and affected kaimahi that restructuring is a possibility as soon as is practicable, subject to the requirements to protect commercially sensitive information.

11.11.1 Definitions

For the purposes of these provisions "affected employee" ("affected kaimahi"), "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Act 2000. "Te Pūkenga" or "employer" shall mean the original employer party to this Collective Agreement.

11.11.2 Consultation

These employee protection provisions are to be read in conjunction with the organisational change provisions in this Agreement that appear in Clause 11.5. When consulting on matters within this Employee Protection Provision, Te Pūkenga will provide TEU with relevant information about the proposal and details of how and when it is likely to impact on the affected identified members.

11.11.3 Terms of Employment

In the course of negotiating a sale or purchase agreement or a contract for services, Te Pūkenga will endeavour to obtain employment for affected kaimahi and will raise in discussions with the new employer the following matters:

- a) Whether or not the new employer will make offers of employment to Te Pūkenga kaimahi and if so, whether kaimahi will be offered employment in the same capacity.
- b) Whether the conditions of employment offered will be the same or no less favourable than kaimahi conditions of employment.
- c) Whether service with Te Pūkenga will be treated as continuous service with the new employer; and
- d) Any conditions relating to superannuation under the employment being terminated.

11.11.4 New Employment Opportunities

Te Pūkenga will subsequently advise TEU and affected kaimahi as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities. Te Pūkenga will also advise kaimahi and explain the implications of their right to accept or decline to transfer to the new employer.

11.11.5 Implications for redundancy compensation of election to transfer

Kaimahi who are offered a position with the new employer on no less favourable terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from Te Pūkenga because of the transfer.

Section 12 – Te Whakatau Raruraru Mahi | Employment Relationship Problems

Kaimahi are advised to contact TEU in the event of any dispute or grievance.

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.

12.1 What is an employment relationship problem?

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

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

12.1.3 Listed below are examples of employment relationship problems:

- a) You think you have been treated unfairly.
- b) A personal grievance.
- c) A breach of your employment agreement.
- d) A dispute over the interpretation, application or operation of your employment agreement.

- e) Unfair bargaining for an individual employment agreement.
- f) A question about whether you are a kaimahi or an independent contractor.
- g) A disagreement about arrears of wages or holiday pay, etc.
- h) You are not being allowed to attend union meetings or take employment related education leave; or
- i) You get a warning or are dismissed.

12.2 Who can help you with an employment relationship problem?

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

12.2.2 Within your workplace

- Your manager/supervisor or their manager.
- Your People and Culture team.
- TEU National Office:
 - Email: teu@teu.ac.nz
 - Phone: 0800 278 348

12.2.3 Outside your workplace

- The Ministry of Business, Innovation and Employment 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.

12.3 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 kaimahi organisation.

12.4 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”).

12.5 Mediation services

If we cannot resolve your employment relationship problem between us then either or both of us may request help from the Ministry of Business, Innovation and Employment.

12.5.1 The Ministry provides mediation services which may include:

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

12.6 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.

PART B – ACADEMIC KAIMAHI

Where there is a conflict between Part A and this Part B, this Part B and the applicable schedule will apply.

Section 1 – Tikanga Kopounga | Terms of Appointment

1.1 Academic Induction

- 1.1.1 Kaimahi appointed for the first time to a permanent or fixed term position who have not previously taught in the tertiary education sector for more than one year's equivalent service will have for their first year of teaching, a reduction of teaching of 20% or an equivalent time (or relevant position) load of an academic staff members in the same area (e.g. gaining an adult teaching qualification).
- 1.1.2 In deciding whether an academic induction period, and the associated adult teaching qualification are required, or the duration of that, Te Pūkenga will take into consideration the needs of kaimahi to be successful in their new role including any previous service with a tertiary education provider, and current teaching qualifications.
- 1.1.3 During the induction period the kaimahi will regularly meet with their manager to discuss their progress.

1.2 Academic Freedom

- 1.2.1 Under the Education and Training Act 2020 all kaimahi have the freedom within the law, to question and test received wisdom, to put forward ideas, to state controversial or unpopular opinions, and to undertake research.
- 1.2.2 Te Pūkenga acknowledges the practice of academic freedom is essential to the professional conduct of teaching, research and scholarship. Te Pūkenga encourages all kaimahi to engage in the responsible pursuit of knowledge and to provide informed and accurate commentary within the scope of their expertise.
- 1.2.3 Academic freedom must be exercised in a professional, timely and lawful manner that shows respect for the opinion of others and recognises the statutory requirement for Te Pūkenga to account for the proper use of resources.

Section 2 – Hāora Mahi | Workload and Duty Hours

2.1 Intent

Te Pūkenga recognises the importance of setting equitable, reasonable and safe workloads, both for the effectiveness of its operations and services, and for the wellbeing of kaimahi.

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

2.2 Principles

Te Pūkenga will ensure that academic kaimahi are allocated a workload that adheres to the following principles:

- 2.2.1 The total workload must be equitable. "Equitable" means that kaimahi with comparable responsibilities should have similar workloads.

- 2.2.2 Total workload must be reasonable. “Reasonable” means the workload can be managed within the timeframes and deadlines set and that academic kaimahi will be able to maintain a balance between their professional and personal life, accepting that normal fluctuations will occur.
- 2.2.3 Total workload must be safe. “Safe” means that work will be allocated in a manner that minimises physical or mental harm to kaimahi and their ākonga, as far as reasonably practicable.
- 2.2.4 All aspects of workload must be taken into account in the allocation of work including:
- a) Timetabled teaching hours and all attendant duties including:
 - i. Preparation for teaching and facilitation.
 - ii. Routine administration and participation in Te Pūkenga processes.
 - iii. Ākonga assessment and moderation.
 - iv. Ordinary ākonga pastoral care and assistance.
 - v. Routine updating of courses and relevant material.
 - vi. Contribution to day-to-day maintenance of teaching areas.
 - vii. Maintaining skills and professional currency.
 - viii. Student supervision and mentoring.
 - ix. Requirements for research outputs/publications.
 - b) and all other relevant workload factors including:
 - i. class size.
 - ii. Course and programme development requirements.
 - iii. Assessment requirements.
 - iv. Ākonga support requirements.
 - v. Other demands of the teaching programme.
 - vi. Experience and skill level of the academic kaimahi.
 - vii. Particular requirements related to all delivery modes.
 - viii. Cultural requirements of Charter obligations.
 - ix. Management of external relationships including industry, professional bodies, and accrediting organisations.
 - x. EEdO/EEO obligations of the organisation.
 - xi. The need for breaks from timetabled teaching throughout the year.
 - xii. Participation in research projects as appropriate.
 - xiii. teaching and travelling across a range of courses/programmes/campuses.
 - xiv. Rapidly changing disciplines.
 - xv. Post-graduate supervision.
 - xvi. Consultancy approved by Te Pūkenga.
 - xvii. Requirement to upgrade qualifications.
 - xviii. Requirement to be on duty outside normal hours e.g. noho marae and field trips.
 - c) Kaimahi Māori
 In addition to the above when planning the allocation of work for kaimahi Māori the following will be considered:
 - i. specific skills kaimahi Māori bring to their employment situation.
 - ii. the accountabilities of kaimahi Māori to their iwi, hapu and whanau.
 - iii. acknowledgement of the cultural duties kaimahi Māori undertakes over and above their designated role.

- d) Calculation of the workload of online education and other flexible delivery modes must include the processes of design teaching and evaluation and take account of the differences of flexible delivery and classroom teaching.
- e) A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in clause 2.3.1 below plus attendant duties above.

2.3 Timetabled Teaching Hours / Workload terms and conditions

2.3.1 The following TTH maxima apply to fulltime kaimahi (see clause 2.4.1 for part time kaimahi) within these maxima, TTH will vary in recognition of different teaching activities and other workload factors. Variations to TTH maxima for kaimahi based at MIT, Northtec, TOPNZ, TPP, SIT and UCOL are laid out in their respective schedules.

- a) Per year (i.e. 01 February to 31 January), for:
 - ASM 825 TTH
 - Tutorial Assistants 1000 TTH
 - Initial appointments ASMs 660 TTH
- b) Per quarter (i.e. the year 1 February to 31 January divided into four equal periods), for:
 - ASM 300 TTH
 - Tutorial Assistants 360 TTH
 - Initial ASMs 240 TTH
- c) The TTH maxima in (b) above will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken as follows:
 - ASM 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 discretionary leave is taken.
- d) Timetabled teaching for any employee will be spread over no more than 185 teaching days in the year.
- e) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima, alternative arrangements may be agreed with the Agreement Monitoring Committee.
- f) For ASMs with increased workload because of special responsibilities, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by the employer and which is consistent with the ASMs workload being maintained at an equitable and reasonable level.

2.4 Workload Provisions for Specific Types of Position

2.4.1 Part-time Kaimahi

- a) All TTH, associated workload, and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of fulltime employment for a part-time kaimahi.
- b) Notwithstanding clause 2.4.1(a) a part-time kaimahi may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed; provided that if the ASM's employment is prematurely terminated payment will be made

for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

2.4.2 Non-Teaching ASMs

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

2.5 **Duty Hours**

The following limits on requirements to undertake duty apply for full-time kaimahi (see clause 2.4.1 for part time kaimahi).

2.5.1 Daily Duty Hours

Kaimahi will:

- a) be on duty for no more than eight hours in any day except when:
 - i. on field trips or approved off-campus teaching duties
 - ii. 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.
- b) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
- c) not undertake duty within 11 hours of completing duty on the previous day.
- d) 2.5.1 does not apply to kaimahi based at the former MIT, TOPNZ and Unitec whose provisions are laid out in the applicable schedules.

2.5.2 Weekly Duty Hours

- a) Kaimahi 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 37.5 hours. Variations to this clause for kaimahi based at Ara, EIT, MIT, NMIT, NorthTec, TOPNZ, SIT, Toi Ohomai, TPP, UCOL, Unitec, Wintec and WITT are laid out in their respective schedules.
- b) Within the total hours set out in (a) above kaimahi 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. Variations to this clause for kaimahi based at NorthTec, UCOL, Unitec and Wintec are laid out in their respective schedules.
- c) Notwithstanding the variations in 2.5.2(a) and (b), kaimahi may consent to undertake duties:
 - i. after 5.00 pm in excess of the provisions in 2.5.1(a)(ii) above
 - ii. 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
 - iii. before 8.00 am where this is necessary to meet the needs of the business of Te Pūkenga.

2.5.3 Exceptions for Clinical Teaching Duties

- a) Kaimahi engaging 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).
- b) 2.5.3 does not apply to kaimahi based at the former Toi-Ohomai, whose provisions are laid out in the applicable schedule.

Section 3 – Whakamatuatanga | Leave

3.1 Annual Leave

3.1.1 Kaimahi will receive five weeks of paid annual leave each leave year.

3.2 Discretionary Leave

3.2.1 In addition to any other type of leave, kaimahi who transferred to Te Pūkenga from Ara, EIT, MIT, NMIT, Otago, SIT, Toi-Ohomai, Whitireia, and WITT, or start employment with Te Pūkenga based at one of those divisions, have discretionary leave provisions laid out in their respective schedules.

3.2.2 Included within their respective schedules are grandparented discretionary leave provisions for some kaimahi from UCOL, Unitec, WelTec, Whitireia and Wintec.

Section 4 – Kaupapa Whakangungu me te Whanaketanga Ngaioatanga | Training and Professional Development

4.1 Reciprocal Commitment

Kaimahi have an obligation to maintain and enhance their competencies, in their teaching areas, as educators, and cultural competence. Te Pūkenga has a responsibility to ensure that kaimahi receive timely and appropriate training and opportunities for professional development. Te Pūkenga recognises the unique and important role that hui Māori and taukiri Māori development (Māori identity development) opportunities play in the personal and professional development of the Tuakiritanga of kaimahi Māori.

4.2 Training

4.2.1 Permanent kaimahi will complete recognised training in the practice of adult and tertiary education. Te Pūkenga may accept that prior training or experience of kaimahi fulfils all or part of this requirement.

4.2.2 In each of the first two years of employment academic kaimahi may be required to use up to five days professional development time for initial academic kaimahi training.

4.2.3 Appropriate training opportunities will be provided to fixed term academic kaimahi, with consideration of the length of their appointment.

4.2.4 Te Pūkenga may require kaimahi to engage in other organisational training such as, but not limited to, cultural capability development in Te Tiriti o Waitangi, te reo Māori, tikanga Māori and mātauranga Māori.

4.3 Professional Development

4.3.1 Kaimahi will be entitled to professional development time, expenses and access to Te Pūkenga courses according to the provisions contained in their relevant schedules, and/or applicable policy.

4.3.2 This will be subject to:

- a) kaimahi submitting a proposed programme of development activities which accounts for this time or its equivalent.

- b) Te Pūkenga approving the proposed programme. Approval will not be unreasonably withheld.
 - c) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to operational requirements.
- 4.3.3 Where approved professional development is undertaken outside of working hours, kaimahi may take the equivalent time as paid leave provided the provisions of 4.3.2 apply.
- 4.3.4 Provided that the requirements of subclause 4.3.2 are met the following activities will be approved as part of a programme:
- a) attending staff development or training programmes sponsored or delivered by Te Pūkenga or TEU.
 - b) attending work-related conferences.
 - c) undertaking work-related study of not less than two weeks.
 - d) attending professional work-related supervision.
 - e) development opportunities to ensure transition to different delivery models including (but not limited to) online teaching.
 - f) the attendance of Māori hui, these may include but are not limited to:
 - i. Hui Whanau Whakawhanaunga or Hui-a-iwi.
 - ii. Kingitanga.
 - iii. Hui-a-Tau.
 - iv. Te Ra Whakanui I te Whakaputanga Hahi.
 - v. Kura Reo.
- 4.3.5 If, in the opinion of Te Pūkenga, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the academic kaimahi may be required to undertake such duty as Te Pūkenga directs for any part or all of the 10 days so affected.
- 4.3.6 Upon application and approval, kaimahi may carry over all or part of their unused professional development days to the following year to a maximum of three years accumulated entitlements. Application for carryover will include a plan for how the carryover time will be used. Approval for carryover shall not be unreasonably withheld.
- 4.3.7 Unused entitlements for which there is no agreed plan for use of the entitlement shall be forfeited.
- 4.3.8 The provisions of this sub-clause shall not limit the operation of any Te Pūkenga policy relating to payment of tuition fees. In exercising its discretion to make any payment to, for or on behalf of kaimahi under such policy however, Te Pūkenga may take into account any payment it makes to, for or on behalf of kaimahi under this sub-clause.

PART C – ALLIED KAIMAHI

Where there is a conflict between Part A and this Part C, this Part C and the applicable schedule will apply.

Section 1 – Kaupapa Whakangungu me te Whanaketanga Ngaiotanga | Training and Professional Development

1.1 Professional Development

1.1.1 Full-time kaimahi shall be entitled to Professional development leave as follows;

- a) For kaimahi employed within the MIT or Otago division, up to 5 days (37.5 hours) per annum (pro rata for part timers)
- b) For kaimahi employed within the UCOL division, up to 10 day (75 hours) per annum (pro rata for part timers).

1.1.2 Entitlement to professional development leave is subject to the following:

- a) The kaimahi having submitted a written professional development plan to the employer.
- b) The employer having agreed to the plan; such approval shall not be unreasonably withheld.
- c) Reasonable notice being given of the proposed activities.
- d) Timing of the activities being set with due regard for the institute's operational requirements.
- e) The kaimahi being able to accumulate professional development time over a number of years for a specified professional development programme that the employer has agreed to.
- f) Te Pūkenga may allocate a grant to support actual and reasonable expenses.
- g) Unused development time not being able to be carried over to the following year except as pursuant to e) above.

Section 2 – Taumata Utu Kaimahi | Salaries

2.1 Rates

2.1.1 Rates of annual salaries to be paid to employees are listed in the applicable Schedule.

Section 3 – Ngā hāora mahi | Hours of Work

3.1 Duty Hours

3.1.1 Refer to applicable Schedule.

3.2 Work Breaks

3.2.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.

3.2.2 A kaimahi shall be allowed two rest breaks of 15 minutes each day, in the morning, afternoon or evening, at times specified by the employee's supervisor.

3.2.3 Each kaimahi shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty. For those kaimahi within the UCOL division, the minimum break shall be eleven hours.

3.2.4 No kaimahi shall be required to work for more than four hours continuously without being allowed a meal break of not less than half an hour.

Section 4 – Hāora tuwhene/utu āpiti | Overtime / Penal Rates

4.1 Overtime Rates

4.1.1 Refer to applicable Schedule.

4.2 Time Off in Lieu of Overtime

4.2.1 Refer to applicable Schedule.

4.3 Overtime Limits

4.3.1 Refer to applicable Schedule.

4.4 Limits on Unbroken Work

4.4.1 Refer to applicable Schedule.

4.5 Call Back

4.5.1 Refer to applicable Schedule.

Section 5 – Whakamatuatanga | Leave

Subject to the following, leave shall be allowed pursuant to the provisions of the Holidays Act 2003 and its amendments.

5.1 Service for Leave Purposes

For the purposes of this clause, the following definitions apply:

5.1.1 In the case of kaimahi engaged by the employer as at 15 August 1992, service shall be deemed to include all prior service as defined in Clause 15 “Service for Leave Purposes” in the former New Zealand Polytechnic Allied Staff Award (document 152).

5.1.2 In the case of kaimahi engaged from 16 August 1992, service shall mean continuous service within the polytechnic sector.

5.1.3 “Continuous service”, for the purposes of the provisions for long service leave shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months, other than an approved leave of absence without pay.

5.1.4 In any instance where kaimahi has received a benefit for severance or early retirement from a previous employer where such employment would otherwise qualify for “service” under subclauses 5.1.1 and 5.1.2 above, such employment which has been taken account of in calculating the benefit shall not be credited for “service” in any of the provisions of this Clause.

5.2 Public Holidays

5.2.1 In accepting this Agreement kaimahi agree to work on any public holiday or day of special leave if for them that day would otherwise be a working day.

5.2.2 If kaimahi does not work on a public holiday then, provided for them that day would otherwise be a working day, they will be paid not less than their relevant daily pay for the day.

5.2.3 If kaimahi does work on a public holiday they are entitled to payment for the time worked at time and a half (based on the appropriate portion of their relevant daily pay), except that kaimahi at the Otago division are entitled to be paid at double time rates. In addition, provided that day would otherwise be a working day for the kaimahi, then they are additionally entitled to a whole alternative holiday. However there is no entitlement to an alternative holiday for kaimahi who work for the employer only on public holidays.

5.2.4 The “alternative holiday” is to be taken by mutual agreement on a day that would otherwise be a working day for the kaimahi and should be taken as soon as possible after it is earned. Payment for the alternative holiday shall be at the relevant daily payrate for the kaimahi for the day on which the alternative holiday is taken.

5.2.5 If agreement cannot be reached, the alternative holiday may be taken on a date chosen by the kaimahi, having regard to what is convenient to the employer.

5.2.6 Kaimahi may request to exchange an alternative holiday for payment provided more than 12 months has passed since entitlement to the holiday arose. If the holidays are not taken within 12

months, then the employer may give notice of when the holidays are to be taken or may direct them to be cashed up.

5.2.7 Where a public holiday falls during a period of paid leave then the kaimahi will be additionally entitled to a whole alternative holiday.

5.3 Annual Leave

Annual leave entitlements for kaimahi are as follows:

5.3.1 For Kaimahi employed at the MIT division

Four weeks annual holidays paid in accordance with the Holidays Act 2003. Upon completion of six years of service kaimahi shall become entitled to five weeks annual leave in that and all succeeding years.

5.3.2 For Kaimahi employed at the Otago division

Five weeks annual holidays paid in accordance with the Holidays Act 2003.

5.3.3 For Kaimahi employed at the UCOL division

Four weeks plus one day per annum. Proportional employees will be paid according to their proportion.

5.3.4 Additional details on annual leave are in the applicable Schedule.

5.4 Te Pūkenga holidays

5.4.1 The following days are institute holidays and are days of paid leave in addition to annual leave and public holiday entitlements:

5.4.2 The three days between Christmas and New Year are paid leave. For Allied kaimahi at Otago these days are subject to kaimahi using their annual leave as per OP policy.


PART D – DIVISIONAL SCHEDULES


The CA and all Schedules will be available on the intranet, from your People and Culture team or the TEU.

Ara Institute of Canterbury Academic (Ara)
Eastern Institute of Technology Academic (EIT)
Manukau Institute of Technology Academic (MIT Academic)
Manukau Institute of Technology Allied (MIT Allied/General)
Nelson Marlborough Institute of Technology Academic (NMIT)
Northland Polytechnic Ltd Academic (North Tec)
Open Polytechnic Academic (TOPNZ)
Otago Polytechnic Academic (Otago Academic)
Otago Polytechnic Allied/General (Otago Allied/General)
Southern Institute of Technology Academic (SIT)
Tai Poutini Polytechnic Limited Academic (TPP)
Toi Ohomai Institute of Technology Academic (Toi Ohomai)
Unitec New Zealand Limited Academic (Unitec)
Universal College of Learning Academic (UCOL Academic)
Universal College of Learning Allied/General (UCOL Allied/General)
Waikato Institute of Technology Academic (Wintec)
Wellington Institute of Technology Ltd Academic (WelTec)
Western Institute of Technology at Taranaki Academic (WITT)
Whitireia Community Polytechnic Ltd Academic (Whitireia)

PART E – SIGNATORIES

The Chief Executive of Te Pūkenga 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: 
_____ 23 June 2023
Peter Winder Date
Chief Executive Te Pūkenga

Signed: 
_____ 21 June 2023
_____ Date
Irena Brorens
Assistant National Secretary Industrial
For and on behalf of the Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU)

MIT Academic Schedule

The provisions within this schedule apply to existing academic kaimahi whose primary place of work is deemed to be the division known as the Manukau Institute of Technology (MIT) and were covered by the MIT Academic Staff CA expiring 31 December 2022, and new academic kaimahi who commence employment with Te Pūkenga MIT from 1 January 2023.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	Clause Heading
Part 2	Interpretation and General Definitions
Part 3	Remuneration (excl 3.11 & 3.12)
Part 4	Allowances and Expenses (excl 4.1, 4.4 – 4.10)
5.2	Workload Terms & Conditions
5.3	Daily Duty Hours
5.4	Proportional Lecturers
5.5	Research
6.3	Professional Development
8.6	Discretionary Leave
8.7	Calculation of Annual and Lecturer Discretionary Leave
8.8	Annual and Lecturer Discretionary Leave for Lecturers with Short Service
8.10	Travelling time for leave purposes
8.15 (a)	Disregarded Sick Leave – sickness caused by work conditions
9.2	Eye Protection
11.6.5 (e)	Severance calculation - notice period
Schedule 1	Salary Scales

PART 2: INTERPRETATION AND GENERAL DEFINITIONS

2.1 "Casual lecturer" means a lecturer who is engaged on an 'as required' basis where there are no set hours or days of work and is paid on an hourly basis". There shall be no obligation on the part of the casual lecturer to accept employment when it is offered. There shall be no obligation on the employer to offer further periods of employment to the casual lecturer.

A casual lecturer will not be entitled to be covered by all terms and conditions of this agreement, due to the casual nature of their employment relationship with MIT. For the avoidance of doubt, the following provisions in this agreement do not apply to casual lecturers:

- a. Clause 3.8 Career Progression Provisions
- b. Clause 3.6, to 3.10 and 3.13 Double Increments, withholding of Increments, Career Promotion and Progression, Acting in a Higher Position, Special Reasonability and Market Allowance
- c. Part 6 Training and Professional Development
- d. Part 8 Clause 8.5 and 8.6 Annual Leave and Lecturer Discretionary Leave
- e. Part 11 Surplus Staffing Provisions

- 2.2 "Clinical teaching" means off-campus health science teaching involving patient care.
- 2.3 "Duty" refers to any time, when a lecturer may be required by the employer to be on duty at the polytechnic or at another location.
- 2.4 "Duty day" means any day other than a day set aside for leave, lecturer discretionary leave, a holiday, a weekend day or, when a weekend day is worked by agreement, a day in lieu of a weekend day.
- 2.5 "Employee" for the purposes of this Agreement means a person employed by the employer as a lecturer, casual lecturer or tutorial assistant.
- 2.6 "Employer" means Manukau Institute of Technology Limited.
- 2.7 "Fixed Term" means a lecturer who is engaged for a specific period of time or a project or particular event. The employment will be in accordance with section 66 of the Employment Relations Act. Any appointment will also reference clause 7.1.3.
- 2.8 "Lecturer" means any person employed in a teaching position, or any non-teaching academic staff member in the polytechnic
- 2.9 "Polytechnic" as defined in the Education and Training Act 2020.
- 2.10 "Proportional lecturer" means a lecturer employed to undertake a specified fraction of the work of a full-time lecturer.
- 2.11 "Research" as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.
- 2.12 "Service" as defined in the Education (Salaries and Staffing) Regulations 1957.
- 2.13 "Teaching day" means any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.
- 2.14 "Teaching duties" for the purposes of distance learning are duties relating to marking, writing and revision.
- 2.15 "Timetabled teaching hour" in relation to any lecturer means a period of one hour spent in instruction and includes any hour of timetabled learning activity for a class for which the lecturer is responsible, irrespective of mode of delivery.
- 2.16 "Tutorial Assistant" means a person employed to assist the learning process under the supervision and direction of a lecturer. The actual work performed by tutorial assistants will be those tasks the lecturer deems appropriate to delegate, provided that the day to day learning and teaching, the assessment of students, learning outcomes, and any development of course and curriculum content, remain the responsibility of the lecturer.
- 2.17 "Whaangai" refers to a long-term cultural adoption, which may not necessarily have a formal status or be in writing.

PART 3: REMUNERATION

3.1 Salary Rates

Employees shall be paid the rates set out in the First Schedule for the duties in which they are engaged.

3.2 Starting Salaries

The employer shall operate his/her policy in respect of the determination of starting salaries for employees. The local branch of TEU shall be invited to participate in any review of this policy.

3.3 Proportional Lecturers

Salary shall be paid on a proportional basis which will be arrived at by the following calculation:

Full-time salary rate x the pre-determined proportion of a full-time position as specified in the advertisement.

3.4 Casual Lecturers

(a) Casual Lecturers shall be paid rates set out in the First Schedule of this Agreement for every hour of work for which they have been employed, provided that when an hour of work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour.

(b) Whenever a casual lecturer is re-employed, a review of their position on the salary scale in the First Schedule must be undertaken to recognise any changes in their qualifications and an accumulation of their teaching experience.

(c) Outworkers supporting a distance learning programme shall be paid 1/1150 of the annual salary of the grade and step to which they have been appointed, for each hour of script marking.

3.5 Progression as a Lecturer to Step 13

Subject to clauses 3.6 and 3.7, on the completion of a year of service on a particular step a lecturer shall automatically progress to the next step of the salary scale up to step 13.

3.6 Double Increments

(a) A double increment may be approved by the employer in recognition of the need to provide for:

- (i) Recognition of meritorious performance;
- (ii) Equitable salary relativities within the polytechnic;
- (iii) Retention.

(b) The new increment date is from the effective date of the double increment.

3.7 Withholding of Increments

The employer may decline to pay an increment in salary to any lecturer whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the lecturer concerned of the decision and the reasons for it.

3.8 Career Promotion and Progression

- (a) Lecturers employed on any step below step 13 who have not achieved a promotion through the career path shall perform such duties as are described in clause 5.1, although they may, under the guidance of a senior or principal lecturer, undertake appropriate broader teaching activities.
 - (i) promotion shall occur, subject to sub-clauses 3.8(c) and (d).
 - (ii) new lecturers are normally appointed to step 13 or below, although they may be appointed to higher steps provided that the Institute deems that they meet the appropriate standards.

- (b) Lecturers who have been promoted, regardless of their salary step, will have and be capable of applying a comprehensive range of agreed teaching attributes.
 - (i) Subject to sub clause 3.8(e), a lecturer on any step below L13 may apply for an additional salary increment through the Career Path process for Promotion.
 - (ii) Lecturers on step L13 who have successfully applied for an additional salary increment through the Career Path process for Promotion in any prior year will be exempted the requirement to apply for Promotion and will automatically progress to step L14.
 - (iii) Lecturers on step L14 and above shall be Senior Lecturers. Progression beyond step L14 shall occur subject to sub-clauses 3.8 (c) and (d).

- (c) The Career Committee shall consist of six members, three management and three staff representatives, two of whom shall be appointed by TEU. The Committee shall consider applications for promotion and progression and require all applicants to demonstrate evidence of having met the agreed criteria. The Committee shall make recommendations to the Chief Executive.

- (d) A lecturer who is not satisfied with the outcome of his/her application may appeal to the Chief Executive for reconsideration. The Chief Executive shall appoint an investigator to report on the case.

- (e) Notwithstanding anything else in this Agreement, no lecturer shall be entitled to an increase in salary of more than two steps or equivalent within any period of 365 days.

- (f) An employee may make an application to Principle Lectureship, which is a specific position that recognises a high level of qualification and/or experience demonstrating outstanding teaching at an advanced level, and/or high levels of educational/academic leadership, and/or which involve advanced scholarly research/consultancy:
 - (i) A principle lecturer shall be paid on the principle Lecturer scale.
 - (ii) Progression within this scale will be as a result of annual review in accordance with the principles expressed in the Principle Lecturer Salary Review documents.

3.9 Acting in a Higher Position

- (a) Subject to the provisions of sub-clauses (b) and (c) of this clause, a tenured lecturer who relieves for another lecturer holding a position to which a higher salary is payable, shall be paid for the period which the lecturer is so relieving at a rate agreed between the employer and the lecturer.

- (b) The lecturer must perform the extra duties and undertake the responsibilities of the higher position for a period of at least ten consecutive days. Where more than one person fulfils the higher duties, the allowance is pro-rated for the duration of that period.

- (c) Leave periods including special leave shall not be counted as part of or deemed to interrupt the qualifying period specified in sub-clause (b) of this clause if the lecturer continues in the higher position immediately after the period of leave.
- (d) A lecturer who does not resume in the higher position immediately after the leave and who is being paid additional salary in a relieving position on the day preceding the leave is to be paid the additional salary during the leave for a period equal to one-fourth of the period of employment in the higher position or until the end of the leave period, whichever is the shorter period.

3.10 Special Responsibility Allowance

- (a) A lecturer who is required by the employer to undertake special responsibilities, which are over and above that normally expected of a lecturer (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than at the rate of \$1,000 per annum and not more than 20 per cent of the lecturer's base salary. Those determining the quantum of the allowance and the time allocation for a lecturer's special responsibilities shall refer to the relevant guidelines.
- (b) The following conditions shall apply:
 - (i) The granting of the allowance by the employer shall be communicated to the lecturer in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.
 - (ii) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by either the employer or the lecturer by giving one month's notice in writing.

3.13 Market Allowance

Where there is difficulty in recruiting or retaining specific skills and/or experience required for the position, the employer may pay a market forces allowance on a fixed term or ongoing basis. This allowance shall be reviewed annually and may be either wholly or partially abated by any subsequent salary increase (including incremental progression or promotion) or discontinued after a notice period of six months to the lecturer concerned.

PART 4: ALLOWANCES, EXPENSES AND GRANTS

4.1 Employment Related Expenses

The parties agree that the employees should not have to incur personal cost as a result of the requirements of the employer under the circumstances described in this section of this Agreement.

4.2 Travelling Allowance

- (a) A lecturer required to travel within New Zealand on official business shall be paid a travelling allowance as follows:
 - (i) Approved actual and reasonable travel and accommodation costs, or if staying privately an accommodation allowance of \$47.16 effective 01/04/2023 a night on proof of payment: and
 - (ii) Actual and reasonable meal costs up to \$90.77 effective 01/04/2023 for each completed 24 hour period, on proof of payment; and
 - (iii) An incidentals allowance of \$9.63 effective 01/04/2023 for each 24 hour period or each night away.
- (b) A travelling allowance shall not be payable when the lecturer leaves and returns to headquarters on the same day. Actual and reasonable expenses are payable instead. An incidentals allowance is not payable in these circumstances.

- (c) A lecturer required to travel overseas on official business shall be funded for approved actual and reasonable: travel, accommodation, meal and incidental expenses. The employer acknowledges that receipts for meals and incidental expenses are not always obtainable, and accordingly lecturers will not be disadvantaged whilst overseas.

4.3 Meal Allowance

Where a lecturer is required to commence work at or before 6.30 am and his/her duties continue beyond 1.30 pm or commences approved duties before noon and continues beyond 7.00 pm, a meal allowance of \$18.10 effective 01/04/2023 shall be paid. The meal allowance shall not be payable to employees who receive a Travelling Allowance in accordance with the provisions of clause 4.2.

4.7 Reimbursements

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

- (b) Expenses incurred in attendance at courses or conferences required by the employer. Reimbursement shall be for actual and reasonable expenses for travel and the daily travelling allowances set out in clause 4.2 of this Agreement shall be paid.
- (c) Transport of students because of sickness or other exceptional circumstances.
- (f) Expenses incurred attending courses in accordance with the following limits:
 - (i) One return fare from their home: together with travel costs to return home at weekends, met up to the level it would have cost to keep the lecturer at the course centre over the weekend;
 - (ii) In addition, a lecturer with dependants is entitled to one visit home per month at official expense;
 - (iii) Accommodation, meal and incidental expenses, and
 - (iv) Travel expenses for observation and other visits.
- (h) Temporary relocation of lecturers. In special circumstances, e.g. rebuilding of the polytechnic, where the work location of staff is temporarily relocated, lecturers may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport.

4.11 Spectacles

The employer will reimburse lecturers, up to a maximum of \$200, the cost of prescription spectacles if:

- (a) the lecturer is using a visual display unit for 50% or more of their working time or for continuous periods of two hours or more per working day; and
- (b) an optometrist endorses the need for VDU spectacles and provides to the Institute a completed copy of the visual examination form (prescribed by the New Zealand Optometrists Association Inc.); and
- (c) a receipt of the cost of the spectacles is provided by the lecturer.

PART 5: HOURS OF WORK

5.2 Workload Terms and Conditions

5.2.1 A full annual workload for a lecturer shall be deemed to be a maximum of 835 timetabled teaching hours in addition to attendant duties. However, reasonable teaching hours will be set which take in to account all aspects of workload.

5.2.2 For the purposes of workload the year shall be broken into four equal defined periods and no lecturer shall undertake more than 300 TTH in any period. The first defined period shall commence on a date agreed between the lecturer and the employer. The TTH shall be reduced by 4.5 hours for lecturers and 5.5 hours for tutorial assistants for every day of annual and discretionary leave, statutory holidays, or professional development time or other approved leave falling with this period. Tutorial assistants workload shall not exceed 1,000 hours timetabled teaching per annum nor undertake more than 360 TTH in any period.

Lecturers and tutorial assistants timetabled teaching hours shall be spread over no more than 185 teaching days per annum.

The maximum number of teaching days in the year for a lecturer shall be reduced by one day for each full day when a lecturer is on approved leave with pay, other than annual or discretionary leave.

5.2.3 A lecturer on probation shall undertake no more than 0.9 of the lecturer workload norm in the department/school.

5.2.4 The workload of a lecturer with a Special Responsibilities Allowance or who supervises tutorial assistants shall take account of any related extra duties.

5.2.5 Online delivery must be scheduled, and each hour of scheduled online delivery is equivalent to one timetabled teaching hour (TTH). It is expected that, as with all modes of delivery, online delivery is provided within the lecturer's daily duty hours.

5.3 Daily Duty Hours

5.3.1 The employer may not require the lecturer to be on duty for more than 34 hours per week. Normal hours of work for lecturers are between 8.00 am and 9.30 pm Monday to Friday inclusive, and unless otherwise agreed, daily duty hours must be in one continuous period. A Lecturer may not be required to undertake duty for more than a total of 8 hours per week after 5.00 pm and this shall not occur on more than two nights per week. Notwithstanding this lecturer engaged in activities such as clinical teaching may be required to work for up to 450 hours per annum outside of 8.00 am to 5.00 pm. Except for field trips or approved off-campus teaching duties, a lecturer shall be on duty for no more than eight hours per day.

5.3.2 If there is demand or opportunity for academic work outside of the hours prescribed in 5.3.1, the relevant line managers and lecturers will work together to develop the offering. Where lecturers agree to hours of work outside of 5.3.1, such agreement will remain in force for an agreed period, except in exceptional circumstances.

5.3.3 Lecturers shall take a meal break of not less than thirty minutes and not more than one hour after each four hour period of continuous duty. A lecturer shall not undertake duty within 11 hours of completing duty on the previous day.

5.3.4 Hours spent travelling from a lecturer's base site to a teaching or supervising role at another campus or learning situation, or where overnight accommodation is required, shall be counted as duty hours.

5.4 Proportional Lecturers

- 5.4.1 The maximum duty hours for a proportional lecturer shall be a specified predetermined proportion of the maximum duty hours for a full time lecturer. Notwithstanding this a proportional lecturer may consent to work as a full-time lecturer for a proportion of the year not exceeding the specified predetermined proportion of the year; provided that if the lecturer's employment is terminated prematurely payment shall be made for the time not worked.
- 5.4.2 Unless otherwise agreed, a proportional lecturer's work will be scheduled over the fewest days possible that align with that proportion.

5.5 Research

Research is valuable to the Institute because it informs teaching, can bring added prestige to the Institute and is required for the approval and delivery of many Institute programmes. It should be recognised in a lecturer's job description where appropriate. Where a particular position includes a research element, provision for time and/or funds may be made available in order to support the position and conduct an appropriate and approved research project. Such provision shall not be unreasonably withheld. Alternatively, the lecturer may make an application to the Research Committee. Where necessary the employer may create positions of responsibility to lead and foster research.

PART 6: TRAINING AND PROFESSIONAL DEVELOPMENT

6.3 Professional Development

- (a) Lecturers shall be allocated 10 duty days for approved development activities in each full year for which they are employed, subject to:
- (v) The submission to the employer of a verbal or written report evaluating the experience gained.
 - (vi) In the interests of transparency of provision, in March of each year the Dean of each Faculty shall be responsible for publishing all approved Professional Development time and funding within that Faculty. By mid-December each year, each lecturer will provide a précis report of their professional development activity for the past year against their agreed plan, for publishing at a Faculty level.
- (d) The employer may allocate a grant in aid towards expenses.
- (e) The accumulation of professional development days may be agreed between the employer and the lecturer to a maximum of 30 days, which may be taken on a single occasion provided that a plan is agreed prior to professional development being approved. The plan shall include such things as the specific nature of the work to be undertaken while taking professional development time and the compensatory work to be undertaken in the extra time during the accruing years. Where a lecturer receives normal salary while taking professional development any additional reimbursement received by the lecturer shall be paid to the employer. Professional development can be unpaid where agreed between lecturer and employer.
- (f) Full-time permanent employees may apply to enter a five year arrangement under which, with no substantive change of duties, they will receive 80% of their full-time salary per annum and after four years of work take a fifth year off work on pay. If a lecturer is accepted into such a scheme:
- (i) Any Special Responsibilities and/or Market allowances due to the lecturer during the four years worked shall be paid in full, and no such allowances shall be paid during the fifth year.

- (ii) An employee may withdraw from the scheme at any time up to three months before the fifth year off work is due to apply.
- (iii) The employer may defer the scheme with three months' notice where there is good reason because of operational requirements.

PART 7: APPOINTMENTS

7.2 Tutorial Assistants

- (a) The terms and conditions contained in this Agreement shall apply to tutorial assistants unless otherwise specifically provided.
- (b) No existing staff member shall be displaced by the appointment of a tutorial assistant.

7.3 Advertising of Positions

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will be advertised in an appropriate manner at least seven days before a date specified in the notice on which applications close.
- (b) Where the status of a position is altered from limited tenured to permanent and the position is substantially the same as that being performed by a number of non-tenured incumbents, the position need only be advertised internally.
- (c) Where a limited tenure position is made permanent and it is intended to appoint the incumbent, the employer need not advertise the position.
- (d) Where a position is redesignated from a permanent full-time position to a permanent proportional position, the incumbent will have an automatic right to the position.

PART 8: LEAVE

- 8.5 (c) [...] Wherever practicable each lecturer shall be provided with a leave timetable by 31 March each year.
- (e) When a lecturer takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the lecturer requests payment of annual leave in advance. To request payment of annual leave in advance a lecturer shall provide the employer with written notice at least one week before the payment would be due.

8.6 Lecturer Discretionary Leave

- (a) Each lecturer shall be entitled to four weeks per leave year which shall be used at the lecturer's discretion, and shall not be duty with the following exceptions:
 - (i) up to three weeks for initial lecturer training as provided in Part VI of this Agreement.
 - (ii) any lecturer who is identified by the polytechnic's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards, may be required to use lecturer discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.
- (b) Lecturer discretionary leave shall be used in blocks of not less than one week, unless the lecturer consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic. Wherever practicable each lecturer shall be provided with a leave timetable by 31 March each year.
- (c) Periods of lecturer discretionary leave and annual leave may be continuous.

- (d) The Institute or Lecturer may initiate a process to negotiate changes to Lecturer discretionary leave conditions provided that:
 - (i) the employee is advised that s/he is entitled to assistance from TEU prior to entering into the negotiations.
 - (ii) the employee may agree to all or some of their discretionary leave entitlement being converted into duty time in multiples of whole weeks.
 - (iii) Every week of discretionary leave that is converted into duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the base salary.
 - (iv) Discretionary leave converted pursuant to this process may be for a specified period of time or with the intention that the arrangement continue indefinitely.
 - (v) Any agreement may be reviewed annually and two months' notice in writing shall be given by either party if they wish to revert to the original terms.
 - (vi) Any agreement under this section will be in writing and signed by both the employee and the employer.
 - (vii) This provision is not available during an employee's first 30 days of employment.

8.7 Calculation of Annual and Lecturer Discretionary Leave

Each complete week of leave taken shall be recorded as five days' leave. The period commences on the first working day of absence and ends on the last working day of absence.

8.8 Annual and Lecturer Discretionary Leave for Lecturers with Short Service

- (a) Combined leave for lecturers who have less than 12 months full service in any year, as a result of a late start or an early finish or a period of leave without pay of more than five working days, shall be granted as 0.21 of the period worked, less any leave used during the year.
- (b) Notwithstanding sub-clause (a) of this clause, where lecturers are entitled to annual leave only or reduced lecturer discretionary leave, and they have less than 12 months full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:
 - (i) 5 weeks leave entitlement .11 of the period worked, less any leave taken;
 - (ii) 6 weeks leave entitlement .14 of the period worked, less any leave taken;
 - (iii) 7 weeks leave entitlement .16 of the period worked, less any leave taken;
 - (iv) 8 weeks leave entitlement .18 of the period worked, less any leave taken.

- (a) Lecturers with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.

- (b) Lecturers with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between the one year and the next and any other period when the polytechnic closes completely, even though the normal entitlement is insufficient to cover these periods.

8.10 Travelling Time for Leave Purposes

Where specifically provided in this Agreement, travelling time with pay for a period up to seven days (exclusive of public holidays) shall be granted, subject to the following conditions:

- (a) Leave for travelling can only be granted if the lecturer is required to travel when the polytechnic is open.
- (b) The quickest and most direct means of travel must be used.

- (c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

8.15 Disregarded Sick Leave

Means any sick leave on pay which is not debited from the sick leave entitlement. Total disregarded sick leave granted must not exceed an overall aggregate of two years. Sick leave shall be disregarded in the following cases:

(a) **Sickness Caused by Working Conditions.**

The provisions of the Accident Compensation Act 2001 normally apply to absences on account of sickness caused by working conditions and so the question of sick leave should not arise. However, where the Accident Compensation Corporation declines to accept liability, the employer may approve the disregarding of sick leave. Sick leave shall be disregarded only when the sickness is directly attributable to the conditions or circumstances under which the lecturer is working, or when a lecturer contracts an illness through contact in the course of duties.

PART 9: PROTECTION AND SAFETY PROVISIONS

9.2 Eye Protection

Where the employer considers that an employee is working in an “eye danger” area the employer will provide the employee with a personal issue of 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 is required to work for substantial periods in an eye danger area.

In (c) above the employer shall take account of the fact that the optically correct lenses may be required for normal vision and to clearly observe a VDU screen in the eye danger area.

PART 11: SURPLUS STAFFING PROVISIONS

11.6.5 Severance

- (e) Payment will be made in accordance with the following:
 - (i) 16 per cent of salary for the preceding 12 months’ subject to finishing on an agreed date. This payment is made regardless of length of service.
 - (ii) 12 per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 per cent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

SCHEDULE ONE: Salary Scales

Effective from 1 January 2023, the following increase will apply to all salary scales:

- 5% increase to all paid and printed rates for those earning up to \$75,000 per annum pro rata;
- 4% increase to all paid and printed rates for those earning over \$75,000 per annum pro rata.

To be applied to all paid and printed salary rates and increase hourly rates by the proportional divisor as per below table.

ANNUAL SALARY RATES			HOURLY RATES		
Full-time and proportional staff			Casual staff		
	2022	2023		2022	2023
	1.35%	4%/5%		1.35%	4%/5%
Principal Lecturer					
L3.13	\$ 100,080	\$ 104,083	CL3.13	\$ 62.94	\$ 65.46
L3.12	\$ 98,667	\$ 102,614	CL3.12	\$ 62.06	\$ 64.54
L3.11	\$ 96,514	\$ 100,375	CL3.11	\$ 60.71	\$ 63.14
L3.10	\$ 95,109	\$ 98,913	CL3.10	\$ 59.81	\$ 62.20
L3.09	\$ 93,369	\$ 97,104	CL3.09	\$ 58.72	\$ 61.07
L3.08	\$ 91,628	\$ 95,293	CL3.08	\$ 57.62	\$ 59.92
L3.07	\$ 89,884	\$ 93,479	CL3.07	\$ 56.53	\$ 58.79
L3.06	\$ 88,145	\$ 91,671	CL3.06	\$ 55.44	\$ 57.66
L3.05	\$ 86,403	\$ 89,859	CL3.05	\$ 54.34	\$ 56.51
L3.04	\$ 84,665	\$ 88,052	CL3.04	\$ 53.24	\$ 55.37
L3.03	\$ 82,919	\$ 86,236	CL3.03	\$ 52.15	\$ 54.24
L3.02	\$ 81,175	\$ 84,422	CL3.02	\$ 51.05	\$ 53.09
L3.01	\$ 79,436	\$ 82,613	CL3.01	\$ 49.96	\$ 51.96
Senior Lecturer					
L21	\$ 92,345	\$ 96,039	CL21	\$ 58.08	\$ 60.40
L20	\$ 89,797	\$ 93,389	CL20	\$ 56.48	\$ 58.74
L19	\$ 87,652	\$ 91,158	CL19	\$ 55.13	\$ 57.34
L18	\$ 85,506	\$ 88,926	CL18	\$ 53.78	\$ 55.93
L17	\$ 83,745	\$ 87,095	CL17	\$ 52.67	\$ 54.78
L16	\$ 81,988	\$ 85,268	CL16	\$ 51.56	\$ 53.62
L15	\$ 80,230	\$ 83,439	CL15	\$ 50.46	\$ 52.48
L14	\$ 78,471	\$ 81,610	CL14	\$ 49.35	\$ 51.32
Lecturer					
L13	\$ 76,712	\$ 79,780	CL13	\$ 48.25	\$ 50.18
L12	\$ 74,427	\$ 78,148	CL12	\$ 46.81	\$ 49.15
L11	\$ 72,140	\$ 75,747	CL11	\$ 45.37	\$ 47.64
L10	\$ 69,850	\$ 73,343	CL10	\$ 43.93	\$ 46.13
L09	\$ 67,564	\$ 70,942	CL09	\$ 42.50	\$ 44.63
L08	\$ 65,278	\$ 68,542	CL08	\$ 41.06	\$ 43.11
L07	\$ 62,992	\$ 66,142	CL07	\$ 39.62	\$ 41.60
L06	\$ 60,707	\$ 63,742	CL06	\$ 38.18	\$ 40.09
L05	\$ 58,420	\$ 61,341	CL05	\$ 36.74	\$ 38.58
L04	\$ 56,131	\$ 58,938	CL04	\$ 35.30	\$ 37.07
L03	\$ 52,986	\$ 55,635	CL03	\$ 33.32	\$ 34.99
L02	\$ 49,841	\$ 52,333	CL02	\$ 31.35	\$ 32.92
L01	\$ 46,697	\$ 49,032	CL01	\$ 29.38	\$ 30.85
Tutorial Assistant					
TA.08			CTA.08		
TA.07			CTA.07		
TA.06			CTA.06		
TA.05	\$ 51,239	\$ 53,801	CTA.05	\$ 32.23	\$ 33.84
TA.04	\$ 49,460	\$ 51,933	CTA.04	\$ 31.10	\$ 32.66
TA.03	\$ 47,680	\$ 50,064	CTA.03	\$ 29.98	\$ 31.48
TA.02	\$ 45,920	\$ 48,216	CTA.02	\$ 28.88	\$ 30.32
TA.01	\$ 44,162	\$ 46,370	CTA.01	\$ 27.78	\$ 29.17

MIT Allied/General Schedule

The provisions within this schedule apply to existing Allied/General kaimahi whose primary place of work is deemed to be the business division known as the Manukau Institute of Technology and were covered by the Manukau Institute of Technology Staff Members' CA expiring 31 March 2023, and new Allied/General kaimahi who commence employment with Manukau Institute of Technology from 1 April 2023.

All policies and procedures of the division, associated with the scheduled terms and conditions identified below will apply.

The definitions contained within this schedule only relate to this schedule and do not have any bearing on the wording within the body of the main CA, or other divisional schedules which make up this CA.

Clause Number	Clause Heading
4.0	Salaries
5.0	Hours of Work
6.0	Overtime/Penal Rates/Call Back
7.9	Long Service Leave
7.10	Wellness Day
8.0	Allowances & Expenses
9.3	Computer Users
Schedule A	Translation to CA for non-TEU members on IA's who join TEU

2.0 DEFINITIONS

"Employer" means Chief Executive Te Pōkenga.

"Employee" means a person employed in terms of clauses 1.2 of this employment agreement.

"Full-time Employee" means an employee who undertakes the duties of a position for the full span of normal hours of work.

"Part-time Employee" means an employee who undertakes the duties of a position for less than the full span of normal hours of work.

"Temporary Employee" means an employee engaged in a defined task or project of a temporary nature, including acting in a relieving capacity.

"Union" means Tertiary Education Union Te Hauto Kahurangi o Aotearoa (TEU).

"Nine hour break" means a period off duty of nine consecutive hours

"Unbroken work" means ordinary work which is separated from the preceding period of ordinary work by less than a nine hour break.

“Overtime” means the authorised time worked outside the provisions of clause 5.1 of this employment agreement.

“Ordinary time rate” is the annual salary divided by 1955.36 which is paid for each hour worked.

"Week" means the number of days of the week on which the employee normally works.

4.0 SALARIES

4.1 Rates

Rates of annual salaries to be paid to employees are listed in Schedule A of this employment agreement.

5.0 HOURS OF WORK

5.1 Weekly Hours

5.1.1 Ordinary hours of work shall be up to 37.5 per week. This will normally be worked in 5 consecutive 7.5 hour days, Monday to Saturday, between 7am and 9pm. However other working arrangements not exceeding 75 hours per fortnight may be agreed between the employer, the employee/s and TEU. Agreement will not be unreasonably withheld.

5.1.2 Where such agreement has been reached the penal rate provisions specified in clause 6.0 in this agreement will not apply in respect of the ordinary hours agreed.

6.0 OVERTIME / PENAL RATES / CALL BACK

6.1 Overtime Rates

6.1.1 Overtime shall be paid at ordinary rates for the first 5 hours per fortnight, and at time-and-a-half thereafter.

6.1.2 All time worked between 10.00pm and 6.00am, or on a Sunday shall be paid at double time, and time worked on a Public Holiday shall be paid at time-and-a-half of the appropriate rate.

6.1.3 An employee required to work overtime on Saturday, Sunday or a recognised public holiday shall be paid a minimum payment of three hours at the appropriate rate.

6.2 Time Off in Lieu of Overtime

In lieu of payment of overtime an employee and the employer may agree to paid leave according to the following arrangements.

6.2.1 Each hour of overtime worked will correspond to one hour of paid leave at ordinary rate.

6.2.2 Not more than 37.5 hours leave in lieu may be accrued before the leave is taken unless otherwise agreed.

6.2.3 Access to the taking of time off in lieu shall not be unreasonably withheld.

6.2.4 Where it is agreed that leave in lieu is unable to be taken then it will be cashed up at time and half.

6.2.5 Time off in lieu earned but not taken within 12 months of being earned will be cashed up.

6.3 Overtime Limits

Employees paid a salary higher than Band 8 shall not be entitled to overtime payment.

6.4 Limits on Unbroken Work

6.4.1 Where practicable, no employee shall be required to perform unbroken work.

6.4.2 If unbroken work is performed it shall be paid at overtime rates.

6.4.3 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.

6.5 Call Back

- 6.5.1 Subject to the provisions of subclauses 6.5.2 and 6.5.3 below, where an employee is called back to work after completing the day's work and leaving the place of employment, or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.
- 6.5.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 6.5.3 Where a call back commences before, and continues beyond, the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

7.0 LEAVE

7.3 Annual Leave

- 7.3.3 Employees who have been absent on special leave with or without pay in excess of 35 days (including weekends) in one or more periods in any leave year are to have their annual leave reduced, as determined by the employer.
- 7.3.4 Where annual leave has been advanced and the employee terminates before sufficient annual leave has accrued, then the employer may deduct from the employee's final pay an amount equivalent to the leave that is outstanding.
- 7.3.5 When an employee takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the employee requests payment of annual leave in advance which must be by written notice at least one pay cycle before the payment would be due.
- 7.3.6 Unless there is agreement otherwise annual leave must be taken within twelve months of the entitlement arising. Employees who have accumulated annual leave balances in excess of five weeks in addition to current entitlement will be required to negotiate an annual leave plan with their manager that reduces their outstanding balance over a reasonable timeframe.

7.5 Sick Leave

- 7.5.3 Sick leave may be taken in half-day blocks provided that an absence on any day of more than four hours shall count as one whole day.
- 7.5.4 On the first day of absence employees must advise their supervisor as soon as possible that they will be absent, preferably prior to their scheduled start time, and thereafter keep the employer informed of their progress and expected date of return to work.

7.9 Long Service Leave

- 7.9.1 Employees will be entitled to paid long service leave as follows:
 - After 15 years' continuous service one holiday of 2 weeks
 - After 20 years' continuous service one holiday of 2 weeks
 - After 25 years' continuous service one holiday of 1 week
- 7.9.2 Unless otherwise agreed in writing between the employer and the employee, long service leave must be taken in a single block within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the employee when it falls due.
- 7.9.3 If an employee terminates employment before leave has been taken, then the equivalent salary shall be paid in the employee's final pay.

7.10 Wellness Day

Subject to the operational requirements of the employer, each employee is entitled to take one day of sick leave per annum as a wellness day (pro rata for part-timers) provided that the employee notifies the employer at least one week before the entitlement is to be taken.

8.0 ALLOWANCES AND EXPENSES

8.1 Travelling Expenses

An employee will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf, or if staying privately an accommodation allowance of \$34.32 (from 01 April 2023) a night shall be paid to the employee on proof of payment.

8.2 Meal Allowance

An employee who has been directed to work no less than two hours overtime after a break of at least half an hour and who has had to buy a meal which would otherwise have been bought, shall be paid a meal allowance at the rate of \$14.38 (from 01 April 2023) per instance.

8.4 Higher Duties Allowance

8.4.1 An employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position may be granted a higher duties allowance to the equivalent of the difference between the employee's current salary and the salary which would be received if the employee were appointed to the higher graded position.

8.4.2 To qualify for payment of a high duties allowance an employee must perform the duties for five consecutive working days.

8.4.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.

9.0 HEALTH & SAFETY

9.3 Computer Users

Staff who use a computer for 50% of their working time or for continuous periods of two hours or more per working day shall be reimbursed up to \$200, upon proof of purchase, for prescription correction lenses, no more than once every two years. Staff covered by this clause should have their eyes tested prior to or soon after commencing employment, and it is recommended that they have their eyes tested every two years.

12.0 ORGANISATIONAL CHANGE

***NOTE:** Some staff are covered by special additional provisions as specified in Part 6A of the Employment Relations Amendment Act (No 2) 2004.*

SCHEDULE A: SALARIES

For the duration of this agreement:

1. A position may be re-evaluated where it is agreed between the Incumbent and the employer that a significant change has occurred in the responsibilities of the position. No position shall be required to be evaluated more than once a year.
2. Newly created positions will be evaluated prior to advertising. Results with changes in evaluation, including new roles, will be advised to the Union.
3. Until employees reach the job rate they shall move up to the step above their current salary after a maximum of one year.
4. The employer may withhold such increments if, in the employer's opinion, the employee's performance is unsatisfactory. When an Increment is withheld the employee shall be advised in writing of the reasons.
5. The employer may allow additional or accelerated salary steps.

Effective from 1 January 2023 the following increases will apply to all salary scales:

- 5% increase to all paid and printed rates for those earning up to \$75,000 per annum pro rata;
- 4% increase to all paid and printed rates for those earning over \$75,000 per annum pro rata.

		Effective 1/1/2022 - 30/9/2023	Effective 1/10/2022 3%	Effective 1/1/2023 4%/5%
Band 4	Step 1	\$43,213	\$44,509	\$46,735
	Step 2	\$43,530	\$44,836	\$47,078
	Step 3	\$45,945	\$47,323	\$49,690
	Job Rate	\$48,364	\$49,815	\$52,306
Band 5/6	Step 1	\$47,600	\$49,028	\$51,479
	Step 2	\$48,637	\$50,096	\$52,601
	Step 3	\$51,295	\$52,834	\$55,476
	Step 4	\$53,993	\$55,613	\$58,393
	Step 5	\$56,642	\$58,341	\$61,258
	Job Rate	\$59,622	\$61,411	\$64,481
Band 7/8	Step 1	\$58,727	\$60,489	\$63,513
	Step 2	\$61,991	\$63,851	\$67,043
	Step 3	\$65,248	\$67,205	\$70,566
	Step 4	\$69,108	\$71,181	\$74,740
	Job Rate	\$72,744	\$74,926	\$78,673

The parties agree to continue the work of the working party to analyse the remuneration structure. The working party will have an equal number of representatives, and its work shall include but not be limited to work on:

- Progression, including analyzing a framework for additional steps and progression mechanisms;
- Systems for determining job size;
- Affordability of any proposed remuneration structure.

It is agreed by the parties that by 31 October 2017 MIT will provide to TEU for the purposes of consultation a draft scoping project and draft terms of reference for the working party work, in order that the parties can finalise a schedule of work to be completed as early as possible in 2018