



# **MAINZ Campus ACADEMIC STAFF COLLECTIVE AGREEMENT**



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

**NEW ZEALAND TERTIARY EDUCATION UNION**  
**31 January 2018 to 31 January 2019**

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## **PART I            COVERAGE OF AGREEMENT**

### **1. INTENT**

- 1.1. This Collective Agreement is intended to be the sole Collective Agreement for MAINZ Campuses academic staff of Southern Institute of Technology.

### **2. AGREEMENT COVERAGE**

- 2.1. This Collective Agreement is made under the Employment Relations Act 2000 between:

- a. the Chief Executive of Southern Institute of Technology ["the employer"]; and
- b. New Zealand Tertiary Education Union – TEU Te Hautū Kahurangi o Aotearoa ["the union"].

- 2.2. This Agreement shall be the applicable Collective Agreement for all members of TEU Te Hautū Kahurangi o Aotearoa who are employed in an academic position, except for:

- a. The Chief Executive of Southern Institute of Technology
- b. Any employee whose position is or becomes designated as a senior position in terms of Section 74 (D) of the State Sector Act 1988.

- 2.3. "Academic position" means any position, the primary purpose of which is to design courses and assessments, assess teaching capabilities, assess student achievement or capabilities, deliver teaching/learning programmes, research and administer and supervise or coordinate courses, and for which a knowledge and skill in teaching and learning is a key requisite for the position. Terms such as tutor and lecturer are generic terms which can refer to academic staff members.

#### **2.4. Application of Collective Agreement**

- 2.4.1. When a person is appointed to a position where the work to be done comes within the coverage clause of this Collective Agreement the employer will:

- a. inform the employee that this Collective Agreement exists and covers the work to be done by the employee; and
- b. give the employee a copy of this Collective Agreement; and
- c. inform the employee that he/she may join TEU, which is a party to this Collective Agreement; and
- d. inform the employee how to contact TEU; and
- e. inform the employee that if the employee joins TEU, the employee will be bound by the Collective Agreement.

- 2.4.2. During the first 30 days of employment, the terms and conditions will be the terms and conditions in this Collective Agreement, and any additional terms and conditions mutually agreed which are not inconsistent with this Collective Agreement.

2.4.3. If the employee agrees, the employer will inform TEU that the employee has accepted employment with the employer.

**2.5. Variation of the Agreement**

With respect to section 54 (3), (a) (iv) of the Employment Relations Act 2000, the parties agree that this Agreement may be varied during its term by agreement between the parties.

**2.6. Term of the Agreement**

This Collective Agreement is effective 31 January 2018 and expires on 31 January 2019.

**2.7. Recognition of Union Authority**

The employer recognise TEU as the representative of employees who are TEU members and who are bound by Agreement

**2.8 Pass On**

The parties agree that any increase in salary obtained through this negotiation process can be passed on to non-union employees employed by the employer after 4 months of union members receiving the increase.

**2.9** If the transfer of the MAINZ campus proceeds, a separate collective agreement will be created on all the same terms and conditions of employment as the current TPP collective which will cover all TEU members and new staff at the MAINZ campuses. The parties to this collective agreement will be TEU and SIT and it will be effective from 31 January 2018 for a twelve month period.

## PART II INTERPRETATION AND GENERAL DEFINITIONS

### 3. DEFINITIONS

**"Academic Staff Member (ASM)"** means any person, other than a casual staff member or Academic Staff Assistant, employed in a position in which the individual is accountable for the academic processes required by that position. The term may also be used as a generic term for Senior Academic Staff Member (SASM) and or Principal Academic Staff Member (PASM) unless it is used to refer to the basic salary grades.

Terms such as tutor and lecturer are generic terms which can refer to academic staff members.

**Academic Staff Assistant (ASA)"** means a person employed to assist the learning process by teaching under the supervision and direction of an ASM. The actual work performed by ASAs will be those tasks ASMs deem appropriate to delegate, provided that the assessment of students, learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.

**"Available"** means that the staff member shall be onsite and engaged in duties of the position during normal working hours. Working off-site requires consent from the staff member's manager.

**"Casual Staff Member"** means an employee 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 employee is a standalone employment arrangement and, the employment shall be at an end at the completion of the work required.

**"Continuous Service"** includes all periods of paid leave and parental leave and is not broken by, but does not include any approved leave without pay and/or breaks of not more than three months between employment with Southern Institute of Technology.

**"Duty"** refers to any time when an employee is required by the employer to be on duty at Southern Institute of Technology or at another location.

**"Duty Day"** means any day other than a day set aside for leave, a holiday, a weekend day or, when a weekend day is worked by agreement, a day in lieu of a weekend day.

**"Employer"** means the Chief Executive of Southern Institute of Technology or any person delegated to act on his/her behalf.

**"Employee"** means any person employed as an ASM or ASA as defined herein by Southern Institute of Technology and who is covered by this Collective Agreement.

**"Non-Teaching Academic Staff Member"** is defined as a staff member who teaches less than 85 Timetabled Teaching Hours per annum.

**"Polytechnic"** in the context of this Agreement means Southern Institute of Technology.

**"Proportional Staff Member"** means an employee employed to undertake a specified fraction of the work of a fulltime employee.

**"Research"** is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.

**"Service"** shall mean current continuous service with Southern Institute of Technology. In relation to sick leave provisions, service for those employees who were employed with Southern Institute of Technology prior to 1 January 2000, shall include education service previously recognised by the employer immediately prior to this Agreement coming into force.

**"Teaching Day"** means any duty day on which teaching is timetabled to occur.

**"Tenured"** means a fulltime or proportional appointment not restricted by a specified time constraint.

**"Timetabled Teaching Hour"** in relation to any employee means a period of one hour spent in class instruction, except in the case of field trips where a separate policy will apply for those employees affected.

**"Fixed Term"** has same meaning as given in section 66(1) of the Employment Relations Act 2000. That is, where an employee and employer have agreed that the employment of the employee will end:

- a. at the close of a specified date or period; or
- b. on the occurrence of a specified event; or
- c. at the conclusion of a specified project.

Provided that the employee's agreement states in writing:

- a. The way in which the employment will end; and
- b. The reasons for ending the employment in that way

## **PART III REMUNERATION**

### **4. SALARY**

#### **4.1. Statement of Intent**

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

4.1.2. ASMs and ASAs covered by this Agreement shall be paid salaries in accordance with the Schedule A of this Agreement, for the duties in which they are engaged. The remuneration received by the employee pursuant to this Agreement is based on a 365 day year and shall be deemed to compensate fully the employee for all time worked in performing the duties under this Agreement.

### **5. PLACEMENT AND PROGRESSION WITHIN THE SALARY RANGE**

#### **5.1. Starting Salaries**

Employees appointed to the Polytechnic for the first time will be appointed to the relevant salary scale taking into account the agreed starting salary Policy and Procedure.

#### **5.2. Market Salary Allowance**

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

#### **5.3. Proportional ASMs**

Proportional ASMs shall be paid a pre-determined proportion of a fulltime ASM's salary.

#### **5.4. Casual (hourly paid) Staff Members**

5.4.1 Casual Staff Members shall be paid at a pre-determined rate from those rates set out in Schedule A 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.

5.4.2 Casual (hourly paid) Staff Member rates shall be derived from the corresponding fulltime Academic Staff Assistants (ASA) and Academic Staff Members (ASM) salary steps contained at Schedule A by using the following calculation: Divide the annual salary at the same step by 1,570 (this is the notional number of duty hours in a year – calculated on the basis of working weeks (52 minus annual leave and public holidays) 43.6 weeks x 36 hours per week) to derive a base hourly rate and then subtract 0.8% (to remove holiday pay element) to derive the

paid rate. [Actual paid rates will include the re-addition of 0.8% of the base hourly rate and is to be shown separately as holiday pay].

- 5.4.3 The above calculation is to be applied individually to each step whenever Schedule A is updated and changes are made to ASA and ASM step rates. In respect to deriving hourly paid rates the method of applying a generic percentage increase to existing rates is not to be used.

## **5.5. Increments - ASMs**

- 5.5.1. An ASM will progress one step on the ASM scale after completing one years' service until reaching step ASM-08
- 5.5.2. An ASM upon reaching ASM-08 will hold the National Certificate in Adult Education Level 5 or equivalent, before being able to progress further on the ASM scale or apply to the promotions committee to move onto the SASM scale. An ASM who does not hold the National Certificate in Adult Education Level 5 or equivalent will not be able to progress up the ASM scale further than ASM-08.
- 5.5.3. If because of exceptional circumstances (e.g. operational requirements or not being able to access clause 10.8) the ASM has been prevented from completing the qualification, progression will occur that year.

## **5.6. Increments - Casual ASMs**

A casual ASM's remuneration will be reviewed annually.

## **5.7. Double Increments**

- 5.7.1. A double increment or advanced increment date may be approved by the employer in recognition of the need to provide for:
- a. recognition of meritorious performance;
  - b. equitable salary relativities within the polytechnic;
  - c. retention.
- 5.7.2. The new increment date is from the effective date of the double or advanced increment.

## **5.8. Withholding of Increments**

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

## **5.9. Promotion from ASM to SASM**

- 5.9.1. Staff promoted to SASM will be those who are experienced educators (teaching or non-teaching) with a proven track record of consistently meeting professional standards as exemplified by the ASM characteristics shown in Schedule B, and which have formed the basis of the past year's performance appraisal process, and who are ready to meet the challenges of meeting the standards exemplified by the SASM characteristics.

5.9.2. Staff progressing from ASM to SASM must achieve all of the following:

- a) Teaching ASMs must:
  - i. Hold the National Certificate in Adult Education – Level 5 or equivalent.
  - ii. Hold a qualification one NZQA or equivalent level above that being taught, or be actively engaged in gaining such a qualification. Applications outside of these criteria may be made in exceptional circumstances, e.g. where there are no such advanced qualifications available.
  - iii. Demonstrate evidence of the Schedule B ASM characteristics particular to their role as identified in their current performance appraisal.
- b) Non-teaching academic staff must:
  - i. Hold an appropriate qualification or relevant experience for the position they hold.
  - ii. Demonstrate evidence of the Schedule B ASM characteristics particular to their role as identified in their current performance appraisal.

5.9.3. A promotions committee will meet in September of each year to consider applications for promotion to SASM. This committee will consist of a General Manger, the HR Manager (as Co-ordinator and process adviser), one HOD and an existing SASM staff member (elected by the SASM staff members).

5.9.4. Staff who meet the requirements of paragraph 5.9.2 who wish to apply for promotion to SASM should apply in writing by August 31, with the following supporting information:

- a. A copy of the performance appraisal report from the past year; and
- b. A self-reflective summary of how they consider their practice meets the broad characteristics indicated in Schedule B-ASM particular to their role and as identified in their performance appraisal presented on the pro-forma guidelines available from the HR Manager.
- c. A verification report from their manager

5.9.5. The promotions committee will consider all applications and make recommendations to the Chief Executive.

## **5.10. Promotion within SASM**

5.10.1. Staff who are promoted within SASM are expected to demonstrate:

- a. self reflective practice,
- b. mentoring to ASM staff; and
- c. a commitment to on-going professional development.

5.10.2. A promotions committee will meet in May of each year to consider applications for promotion within SASM. This committee will consist of a General Manager, the HR Manager (as Co-ordinator and process adviser), one HOD and an existing SASM staff member (elected by the SASM staff members).

- 5.10.3. Staff who wish to apply for promotion within SASM should apply in writing by 30 April with the following supporting information:
- a. A short self-reflective summary of how they consider their practice continues to meet the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B-ASM, and is progressively—demonstrating the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B-SASM. These should be presented on the proforma guidelines available from the HR Manager;
  - b. The previous year's professional development outcomes; and
  - c. A copy of the performance appraisal from the past year.
  - d. A verification report from their line manager.
- 5.10.4. The promotions committee will consider all applications and make recommendations to the Chief Executive.

## **5.11 Promotion to and within Principal Academic Staff Member (PASM)**

- 5.11.1 Staff who are seeking promotion to and within PASM are expected to demonstrate:
- a) Self-reflective practice,
  - b) mentoring to ASM and SASM staff; and
  - c) a commitment to on-going professional development.
- 5.11.2 A promotions committee will meet in May of each year to consider applications for promotion to and within PASM. This committee will consist of up to six people:  
A General Manager or HOD; the HR Manager (as Co-ordinator and process adviser); an existing PASM staff member (elected by the PASM staff members) and at least, one invited member from within the NZ Tertiary Sector (these members will be non-TPP staff and must hold appropriate senior academic status).
- 5.11.3 Staff who wish to apply for promotion to and within PASM should apply in writing by 30 April with the following supporting information:
- a) A short self-reflective summary of how they consider their practice continues to meet the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B-SASM, and how they are progressively demonstrating the characteristics (associated with their role and as negotiated in their performance appraisal) indicated in Schedule B-PASM. These should be presented on the proforma guidelines available from the HR Manager and include;
  - b) The previous year's professional development outcomes;
  - c) A copy of the performance appraisal from the past year; and
  - d) A verification report from their line manager.
- 5.11.4 The promotions committee will consider all applications and make recommendations to the Chief Executive.

## **5.12 Outcome**

All employees who make an application in association with clause 5.10 and 5.11 will be notified of the outcome. Where the application is declined, reasons will be provided.

### **5.13 Appeals**

A request for an appeal should be made to the committee within 30 days of the receipt of the outcome. Appeals against the decision in relation to their application may be lodged on the grounds that the procedures outlined were not followed.

### **5.14 Acting in a Higher Position**

5.14.1 Subject to the provisions of subclause 5.14.2 and 5.14.3 of this clause, a tenured ASM who relieves for another employee holding a position with special responsibilities for which a higher salary is payable, shall be paid for the period which the ASM is so relieving at a rate agreed between the employer and the ASM.

5.14.2 The ASM must perform the extra duties and undertake the special responsibilities of the position for a period of at least five consecutive duty days before becoming eligible for the agreed relieving rate.

5.14.3 In the event the period that higher duties are performed exceeds 10 working days, the employee shall be paid at the rate of the position as if the employee were appointed to that position.

### **5.15 Special Responsibility Allowance**

5.15.1 An ASM who is required by the employer to undertake special responsibilities, which are over and above that normally expected of an ASM (as defined by the employer), and such duties are not included in clauses 10.11.1 and 10.12.3 shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities.

5.15.2 The following conditions shall apply:

- a. The granting of the allowance by the employer shall be communicated to the ASM 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.
- b. 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 the employer by giving one month's notice in writing.

5.15.3 Additional Responsibilities

For ASMs with an increased workload because of special responsibilities referred to in this subclause, the maximum timetabled teaching hours will be reduced by an amount determined by the employer and which is consistent with the need to maintain a ASM's workload at a reasonable level.

## **6. PAYMENT OF SALARY**

### **6.1. Pay Periods**

6.1.1. The salaries of employees shall be paid fortnightly.

6.1.2. The gross salary for the pay period shall be calculated at 10/260.714<sup>th</sup> of the annual salary rate.

6.1.3. Payment shall be made either by cheque drawn on the Reserve Bank and payable at any branch of the Bank of New Zealand or by lodgement to an employee's current bank account.

## **6.2. Entitlement to Payment**

6.2.1. An employee, other than a casual ASM, shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from period of leave without pay) subject to the following conditions:

- a. On resignation or retirement, an employee who completes the normal full working week shall receive payment for the Saturday, Sunday and all statutory holidays immediately following; and
- b. Accrued annual leave shall be paid upon resignation, termination or retirement.

## **6.3. Recovery of Amounts Owing**

The employer shall have the right to reasonably recover by deduction from payment of salary any debt owed to the employer or other amount for overpaid salary or allowance, provided that the employee is informed in advance in writing of the reason for and the amount of the deduction.

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

### **7. TEA AND COFFEE**

The employer shall provide free morning and afternoon tea to employees covered by this Agreement.

### **8. COMPENSATION FOR USE OF PRIVATE MOTOR VEHICLE**

A motor vehicle allowance in accordance with the Inland Revenue Department's Motor Vehicle Reimbursement rates shall be paid to compensate employees who, at the request of the employer, use their own vehicles for directed Southern Institute of Technology business.

### **9. REIMBURSEMENTS**

9.1. Where, as a result of meeting the employer's requirements, an employee incurs a personal expense, he or she may expect that this will be reimbursed in accordance with the following provisions, and the employer's policies, procedures and practices.

9.2. Subscriptions to professional associations where membership is mandatory for the performance of an employee's duties.

9.3. Payments of fees for annual practising certificates or registrations, where these are required, either to undertake the work for which the employee has been employed, or to maintain membership of a recognised professional association in terms of subclause 9.1 of this clause.

9.4. Transport of students because of sickness or other exceptional circumstances in accordance with Schedule A.

9.5. Loss or damage to clothing or personal property, in the course of duty may be compensated by the employer under the following conditions:

9.6. The use of the item is approved in advance by the employer and that such loss or damage is not the result of the employee's negligence or misconduct, and that compensation may be less than replacement cost. Prior approval is not required for clothing.

9.7. Travelling Expenses - An employee will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf.

9.8. Where employees are required by the employer to travel extensively in the course of their teaching duties, a separate policy will be developed, in consultation with staff, to cover such issues as teaching load and duty requirements.

9.9. Relocation Expenses – Where, at the employer's request, an employee agrees to relocate to another centre, the employer may agree to contribute to the costs that the employee would incur in that relocation. No such payment shall be considered where an employee has become entitled to payment for redundancy.

9.10. Entertainment and Hospitality Expenditure

9.10.1. Entertainment and Hospitality expenditure must meet the requirements of the Auditor General guidelines on sensitive expenditure.

9.10.2. Entertainment and Hospitality can cover a range of items from tea, coffee and biscuits to catering such as meals and alcohol. It also includes non-catering-related items such as entity funded entry to a sporting or cultural event (AOG guidelines section 5.1)

9.10.3. When a staff member is required to attend a meeting during which they may be required to provide entertainment and hospitality, prior agreement should be gained from their manager as to the appropriate method of payment and or reimbursement.

### **9.11 Overnight Allowance**

Staff who are directed to be away from their normal place of work on Polytechnic business may claim a minimum allowance of 10.50 with effect from date of ratification per day whilst away from home in New Zealand which will include the days of travel to and from their destination. For travel overseas, the amount will be negotiated prior to the time of travel. This allowance does not apply to staff whose primary role includes overseas travel.

This allowance will be paid without receipts.

### **9.12 Reimbursement for changing eyesight**

Employees shall, where work involves significant use of a VDU, provide the results of any optometric test to enable monitoring of eyesight and be reimbursed as follows:

- a) corrective lenses, if these are necessary for VDU work and are prescribed; reimbursement will be a maximum of \$152.25 with effect 1 May 2016 (\$154.53 with effect 30 April 2017) for single vision, clear glass lenses or contact lenses. Optional features will not be reimbursed. This may be claimed at the time when any new prescription lenses are required.
- b) a once only contribution of \$101.50 with effect 1 May 2016 (\$102.67 with effect 30 April 2017) towards the cost of the first frame will be made.

## **PART V HOURS OF WORK**

### **10. HOURS OF WORK**

- 10.1. Employees shall work such hours as may be reasonably required to enable them to properly fulfil their duties. The hours of work may vary during the academic year though the employer will attempt to spread the teaching load evenly throughout the year. During high workload periods this may require the employees to do marking or lesson preparation outside of normal working hours.
- 10.2. Employees are to be available for 36 hours a week between the hours of 8.00am and 9:30pm, Monday to Friday inclusive. Within the total weekly hours, employees may be required to be available for up to eight hours a week after 5.00pm and on no more than two nights a week. An employee may work further evenings by mutual agreement with the employer in which case time in lieu on an hour for hour basis will be granted during the week.
- 10.3. Notwithstanding subclause 10.2 of this clause, an employee may from time to time be required to work weekends, in which case time in lieu on an hour for hour basis will be granted during the week. In the event that the employee's duty time is continually worked on a Saturday and/or Sunday, the duty time should be organised so that it is over five consecutive days and in which case time in lieu does not apply.
- 10.4. An employee shall not be required to carry out more than eight hours teaching in any one day, except by mutual agreement.
- 10.5. Employees shall take a meal break of not less than 30 minutes and not more than one hour after each continuous five hours of directed duty.
- 10.6. Employees shall not be required to undertake directed duty within 11 hours of completing directed duty on the previous day.
- 10.7. Fulltime employees may be required to teach up to 800 timetabled teaching hours per academic year. The weekly contact hours shall not exceed 24 (pro rata for proportional employees), with reductions in timetabled teaching to allow for workload factors in subclause 10.10.3 (b) (i) - (vii), special responsibilities and the demands of different teaching programmes.
- 10.8. For full time employees within the maxima described in 10.7, TTH will vary in recognition of different teaching activities and other workload factors.
- 10.9. The employee can agree to work:
- ASMs, Lead ASMs 287TTH
  - Academic Staff Assistants 335TTH
- per quarter i.e. the year 01 February to 31 January divided into four equal periods.

#### **10.10. Employees on First Appointment**

- 10.10.1. No employee on first appointment who has less than one year of full time equivalent tertiary teaching experience shall undertake more than 720 hours of timetabled teaching during the first year of appointment.

10.10.2. The 160 hours of time made available to first year employees shall be used for the purpose of gaining credits towards the National Certificate in Adult Education (level 5) or other Professional Development as agreed in writing by their manager. This applies to all new staff appointed after 01 May 2006.

### **10.11. Non-Teaching Duty Time**

10.11.1. In keeping with the requirements of clause 10.13, 13.1 and Part VIII of this Agreement each full time employee will have up to five weeks of non timetabled time during which they will be available for administration and other duties including:

- a. Research and preparation of teaching notes and materials
- b. Professional up-skilling and training days
- c. Preparation of Student Information books
- d. Preparation of course workbooks
- e. Course development
- f. Audit activities
- g. Reporting and review
- h. Industry liaison
- i. Marketing and recruitment
- j. Staff mentoring (T2 staff)
- k. Pastoral care

Except where the employer directs as follows:

- (i) Up to two weeks for initial educator training as provided in Part VI of this Agreement.
- (ii) For assistance of any employee who is identified by the polytechnic's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards.

10.11.2. Employees may apply, using the leave forms, to the Chief Executive or delegated manager to be absent during this period for the following purposes:

- a. Further professional development
- b. Special leave under section 21 of this Agreement
- c. Engagement with industry as per the examples in Appendix 1

10.11.3. Where such absence would not adversely affect the normal operation of the polytechnic permission would not be unfairly or unreasonably withheld.

### **10.12. Workload Principles**

10.12.1. The employer is to ensure that employees are allocated a workload that is equitable, reasonable and safe at all times.

10.12.2. The employer shall, in as far as it is reasonably practicable to do so, observe the following principles in allocating a workload to employees:

- a. Workloads should be equitable. This means that employees with comparable responsibilities should have similar workloads.
- b. Workloads should be reasonable. This means that the workload can be managed within the timeframe and deadlines set, and that employees will be able to maintain a balance

between professional and personal life, accepting that normal fluctuations will occur.

- c. Workloads should be safe. This means that work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.

10.12.3. Establishing the annual workload for each employee shall take into account:

- a. Timetabled teaching hours plus all other duties including:
  - (i) preparation for lessons
  - (ii) pastoral care of students
  - (iii) programme administration
  - (iv) student assessment
  - (v) updating and development of syllabi and materials
  - (vi) day to day maintenance of teaching areas
  - (vii) maintaining skills and professional currency and upskilling, within the existing PDL provisions.
  
- b. All other relevant workload factors including –
  - (i) class size
  - (ii) course development requirements
  - (iii) student support requirements
  - (iv) particular requirements related to open/distance learning
  - (v) participation in research projects
  - (vi) the employee's level of experience
  - (vii) rapid changes within the discipline.
  - (viii) Being on field trips of overnight stay(s) with students

10.13. Timetabled teaching targets determined at clause 10.7 will be reduced by 4.5TTH each day the employee is on any one of the following days of approved leave:

- a. Sick leave;
- b. Special Leave Without Pay;
- c. Leave for Family Sickness;
- d. Bereavement/Tangihanga leave; or
- e. Professional Development time when the time can only be taken during the teaching year.

#### **10.14. Full Workload**

A full annual workload shall be deemed to be the maximum timetabled teaching hours specified in subclause 10.7 of this Agreement, plus attendant duties as specified in subclause 10.10 of this Agreement.

#### **10.15. Timetabled Teaching**

The employer shall spread timetabled teaching for any employee over no more than 185 days.

## **PART VI        TRAINING AND PROFESSIONAL DEVELOPMENT**

### **11. INTENT**

The following provisions recognise the obligations of employees to maintain and enhance their competence both in their teaching area and as educators and the responsibility of the employer to ensure that employees employed at Southern Institute of Technology receive timely and appropriate opportunities for professional development.

### **12. EDUCATOR TRAINING**

- 12.1. On appointment to a tenured position, ASMs and ASAs shall undergo an approved programme of educator training towards the National Certificate in Adult Education (level 5) or other Professional Development as agreed in writing by their manager, provided that employees with appropriate prior training or experience may have this recognised as fulfilling all or part of the requirements of this clause.
- 12.2. Appropriate training opportunities for fixed term employees shall be provided having regard for the length of their appointments.
- 12.3. Up to two weeks of non-teaching time may be used for initial educator training in each of the first two years of an appointment, provided that an employee may not be required to use non-teaching time for such training if the employee has already had prior training or experience recognised as per subclause 12.1 above.
- 12.4. Employees in each of their first two years of employment at Southern Institute of Technology may be required to use up to 10 days of professional development time in meeting the requirements for educator training set out above.

### **13. PROFESSIONAL DEVELOPMENT**

- 13.1. Fulltime ASMs shall be allocated 10 duty days for approved professional development activities in each full year for which they are employed, subject to:
  - 13.1.1. The submission by the ASM of a proposed programme of professional development activities which accounts for this time or its equivalent;
  - 13.1.2. The approval by the employer for such programmes, but such approval shall not be unreasonably withheld;
  - 13.1.3. Reasonable notice being given of proposed professional development activities, and the timing of the programme being made with due regard to the polytechnic's operational requirements.
- 13.2. Provided that the requirements of subclause 13.1.3 of this clause are met the following activities shall be approved as part of a programme:
  - 13.2.1. attending staff development or training programmes sponsored or run by the polytechnic;
  - 13.2.2. attending work related conferences and meetings;

13.2.3. undertaking work related study of not less than two weeks.

13.3. If, in the opinion of the employer, a proposed programme of professional development activities is inappropriate, or if a proposal is not submitted, the employee may be required to undertake such training as the employer directs for any part or all of the 10 days so affected.

13.4. The employer may allocate a grant in aid towards expenses incurred to undertake an approved programme of Professional Development. This grant shall normally be up to \$1,500 except where a staff member is required to undertake a programme of Professional Development in which case all costs incurred shall be met by the employer.

13.5. Professional development days may only be carried forward from year to year with the prior written approval of the employer.

## **PART VII APPOINTMENTS**

### **14. CATEGORIES OF APPOINTMENT**

ASMs and ASAs may be appointed according to the categories set out below.

14.1. On a tenured basis as follows:

- a. As a fulltime employee.
- b. As a proportional employee.

14.2. On a fixed term basis as follows:

- a. As a fulltime employee.
- b. As a proportional employee.

14.3. As a casual employee paid on an hourly rate.

14.4. An employee who is appointed into a position up to 0.8 of a full-time position must be classified as proportional.

### **15. ACADEMIC STAFF ASSISTANTS**

15.1. The terms and conditions contained in this Agreement shall apply to ASAs unless otherwise specifically provided.

15.2. No existing staff member shall be displaced by the appointment of an ASA.

### **16. ADVERTISING OF POSITIONS**

All positions which become available at Southern Institute of Technology will be advertised.

### **17. TERMINATION OF EMPLOYMENT**

17.1. Employees other than those appointed on a fixed term or casual basis shall be given two months' notice of termination of employment.

17.2. Employees appointed on a fixed term may have their employment terminated with two weeks' written notice by either party.

17.3. The employment of an employee employed on a fixed term or casual basis is terminated at the end of the specified period of employment provided the requirements of section 66 of the Employment Relations Act 2000 and its amendments have been met.

17.4. Nothing in this clause shall remove from the employer her/his obligation to observe the principles set out in clause 18.1 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.

17.5. Notwithstanding the above any employee covered by this Agreement may be summarily dismissed for serious misconduct.

17.6. Employees appointed to tenured positions shall give at least two months written notice of resignation.

17.7. Failure to provide the required notice shall result in forfeiture or payment in lieu as the case may be.

## **18. DISCIPLINARY PROCEDURES**

### **18.1. Principles to be Observed**

In any disciplinary action the following principles shall be observed:

- 18.1.1. The employee must be advised in writing of the specific problem and given reasonable opportunity to respond.
- 18.1.2. Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.
- 18.1.3. The response of the employee must be considered before a decision is made.
- 18.1.4. The employee must, if appropriate in all of the circumstances, be advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues.
- 18.1.5. The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen.
- 18.1.6. The employer shall advise the employee of his or her right to request assistance from TEU.

### **18.2. Suspension of Employees**

Nothing in this clause prevents the suspension with or without pay, provided that the employee is first given an opportunity to state a case against suspension temporary placement on other duties, or summary dismissal in the case of allegations of serious misconduct. Where an employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which he/she was suspended and be reimbursed for any loss of pay.

## **PART VIII LEAVE**

### **19. GENERAL**

#### **19.1. Application**

The provisions of clauses 19 to 24 inclusive shall apply to tenured and fixed term employees. These provisions do not apply to casual employees except as specified in 20.8.

#### **19.2. The Leave Year**

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

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

For any employee absence for up to four hours in any one day shall count as absence for one half-day, but absence for four or more hours in any one day shall count as absence for one day.

#### **19.4. Statutory Holidays**

19.4.1. The following days shall be observed as whole holidays, in addition to annual leave and discretionary leave:

New Year's Day, The day after New Year's Day, Christmas Day, Boxing Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, The Sovereign's birthday observance, Waitangi Day, Anniversary Day, Labour Day. Where Waitangi Day and ANZAC Day fall on a Saturday or Sunday, the following Monday will be observed as the Public Holiday.

19.4.2. Statutory holidays will be recognised in accordance with the Holidays Act 2003. If staff are required to work on a statutory holiday, they will be paid 1.5 times their usual salary or hourly rate and another day in lieu will be taken at a date determined by the Polytechnic.

### **20. ANNUAL LEAVE**

20.1. ASMs, both full time and proportional, will be entitled to six weeks annual leave in each year.

20.2. Non-teaching academic staff are eligible for five weeks annual leave each year.

20.3. Annual leave may be taken in one block of up to four weeks excepting where the provisions of clause 20.5 have been applied for and granted. Any statutory holidays which fall within that four week block may constitute part of the four week block but will not be forfeited as part of any statutory leave entitlement.

20.4. The remainder shall be taken in periods of not less than one day at a time.

20.5. Within the above constraints the timing of annual leave shall be fixed by the employer having regard to the operational requirements of the polytechnic, provided that such timing shall not prevent the employee taking the leave entitlement in the current leave year. When planning annual leave,

consideration will be given to professional development needs which will, at times, be scheduled during term breaks and wherever practicable will be advised to staff by 28 February each year. Wherever practicable employees shall be provided with a leave timetable by 31 March each year.

## **20.6. Calculation of Annual Leave**

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

## **20.7. Annual Leave for Employees with Short Service**

20.7.1. Employees who have less than 12 months paid 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 receive the accrued portion of their annual leave entitlement.

20.7.2. Employees with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.

## **20.8. Casual Staff Member**

Casual staff members shall be entitled to annual leave in each year according to the provisions of the Holidays Act 2003.

## **21. SPECIAL LEAVE WITH OR WITHOUT PAY**

Special leave of up to two years, with or without pay, may be granted to the employee, at the employer's discretion.

## **22. LEAVE FOR PROPORTIONAL ASMs AND ASAs**

Standard leave provisions as for tenured, fulltime employees shall apply. The employee continues to be paid on a proportional basis during leave.

## **23. SICK LEAVE**

23.1. A tenured or fixed term employee (whether fulltime or proportional) shall, after six months continuous service, be entitled in that year and in each subsequent year of service to sick leave for up to 10 days. The employer may allow the employee to take sick leave in advance of entitlement.

23.2. Sick leave shall accumulate to a maximum of 100 days by carrying forward any unused sick leave.

23.3. Notwithstanding clause 23.2, an employee with a balance of sick leave accumulated in excess of 100 days as at the commencement of this Agreement shall have that balance debited by any further sick or domestic leave (taken in accordance with this clause) until 100 days is reached. Clause 23.2 will then operate.

23.4. Sick leave is to be debited on the basis of duty days.

### **23.5. Medical Certificate**

Where an absence on sick leave extends beyond three consecutive days the employer may require an employee to provide a medical certificate. The certificate is to be signed by a general or specialist medical practitioner registered under the Medical Practitioners Act 1995 or a dental surgeon registered under the Dental Act 1988.

### **23.6. Fixed Term Employees**

Fixed term employees have sick leave allocated proportionately on the basis of service completed since the first day of employment with Southern Institute of Technology.

### **23.7. Incapacity**

23.7.1. If as a result of physical or mental incapacity the employee is unable to perform the duties of the position, the employer will:

- a. consult with the staff member regarding representation;
- b. require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer, or if the employee wishes, two medical practitioners; one nominated by the employer and the other by the employee;
- 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 employee, and apply one, or a combination of, the following options:
  - (i) take no further action;
  - (ii) redeploy the employee;
  - (iii) offer proportional employment;
  - (iv) provide a period of leave-without-pay for up to one year;
  - (v) dismiss the employee with not less than two months' notice.

23.7.2. Where employment may be terminated under this clause, the employee will be entitled to remain in employment during the period of notice or to end his or her employment immediately and be paid all remaining sick leave.

23.7.3. The employer shall be entitled to require that the employee takes sick leave, or additional paid leave where the employee's entitlement to sick leave is exhausted, for all or part of the notice period.

### **23.8. Leave for Family Sickness**

The employer may grant leave on pay as a charge against a sick leave entitlement when an employee must be absent from work to attend to a family member or a member of the household who through illness becomes dependent on the employee. Extended use of this provision may have to be supported by a medical certificate.

### **23.9. Bereavement/Tangihanga Leave**

23.9.1. The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.

23.9.2. The provisions of this clause include the entitlement of Section 69 of the Holidays Act 2003

### **23.10 Wellness Day**

An employee will be entitled to one (1) day per year designated as a wellness day which will be debited to the employee's sick leave balance; therefore the employee must have a credit balance before they are able to take this leave.

## **24. PARENTAL LEAVE**

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

### **24.1. Notice required to take parental leave:**

24.1.1. An employee intending to take parental leave is required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the date of delivery.

24.1.2. Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.

24.1.3. An employee intending to either 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. In the case of adoption, the requirement of one month's notice does not apply.

### **24.2. Duration of leave:**

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

24.2.2. For an employee with 12 months' or more service, 12 months' parental leave from the date of birth or the date of assuming responsibility;

24.2.3. For an employee with less than 12 months' service, the entitlement is six months' parental leave from the date of birth or the date of assuming responsibility, but up to six months' additional leave may be granted at the discretion of the employer.

### **24.3. Return to work:**

- 24.3.1. An employee must give the employer at least one month's notice of intention to return to work before parental leave expires. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should an employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.
- 24.3.2. An employee returning from a period of parental leave wherever possible should resume work in the same or similar position to that occupied at the time of commencing parental leave.
- 24.3.3. The institution will give due consideration to an employee's request for a reduction of hours for a period of time to be negotiated with the employee after the return from a period of parental leave.
- 24.3.4. Breastfeeding women shall have the right to one or more daily breaks to attend to their child. The breaks shall be counted as working time and included in the total duty hours.

### **24.4. Sick leave during pregnancy:**

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

### **24.5. Annual leave:**

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

### **24.6. Paid Parental Leave:**

- 24.6.1. Employees who wish to receive parental leave payments must make an application to Inland Revenue on the relevant form, which is available online at [www.ers.dol.govt.nz/parentalleave/forms/index.html](http://www.ers.dol.govt.nz/parentalleave/forms/index.html).
- 24.6.2. Applications should be made as soon as possible, but will be accepted any time before the applicant returns to work at the end of their parental leave or otherwise ends parental leave (for example, if they resign from their job). The payment will be made fortnightly in arrears, and if necessary, will be backdated to the date when the employee started their parental leave.
- 24.6.3. Length of payments:
  - a. Payments are available for a maximum of 14 weeks. Currently, if all or part of the payment is transferred, the maximum payment is 14 weeks shared between the parents. The payments are paid for a single continuous period for each parent.
  - b. Where the payment is not shared, the 14 weeks are paid from the start of the employee's parental leave. Where part or all of the payment is transferred, the spouse/partner's payment begins at the start of the leave period taken by them. If both parents choose

to take their leave at the same time, they can receive their payments at the same time.

- c. Payment stops when the employee returns to work (note, this is for any period during the time for which they are receiving payment), or resigns from their job, or at the end of a fixed term employment agreement.
- d. The payment continues if the employee is dismissed or made redundant, has a miscarriage or is no longer caring for the child, or the employee or the child dies.

#### **24.7. Parental Leave for Male Employees:**

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

#### **25. RESEARCH AND STUDY LEAVE**

Research and Study Leave is at the discretion of TPP and refers to leave from teaching and administration duties to undertake a period of approved research which will inform the lecturer's teaching. Leave may be taken as blocks of time or as a reduction in weekly timetabled class contact time.

## **PART IX PROTECTION AND SAFETY PROVISIONS**

### **26 PROTECTION AND SAFETY PROVISIONS**

26.1 The parties to this Agreement undertake to comply with the provisions of the Health and Safety in Employment Act 1992 and any other relevant legislation and amendments.

#### **26.2 Protective Clothing and Equipment**

Where the nature of the duties requires the wearing of protective clothing and equipment, these shall be supplied and maintained by the employer. The protective clothing and equipment shall remain the property of the employer.

26.3 Employees may choose to use their own clothing or equipment on the approval of the employer. If the employee chooses to purchase their own PPE (Personal Protective Equipment) clothing or equipment, they will comply with the employer's inspection and maintenance processes and procedures.

### **27 RESPONSIBILITIES OF EMPLOYER AND EMPLOYEES**

27.1 Southern Institute of Technology is committed to ensuring the good health of all employees, to safe working conditions and to the safe operation of all equipment in the work place. To facilitate these objectives, the employees agree that they will:

27.1.1 Take all reasonable care to ensure their own safety including complying with all training, guidelines and recommendations provided by the employer and will participate actively regarding health and safety; and

27.1.2 Take all reasonable care to ensure the safety of themselves and all fellow employees and visitors to the workplace; and

27.1.3 Immediately report all work-related injuries, accidents and near misses to their direct manager; and all others in the workplace, including complying with all health and safety statutory obligations, employer policies and procedures and training – including the use of appropriate equipment and PPE; and

27.1.4 Will report all known or likely health and safety hazards of which they are aware of or have been made aware.

#### **27.2 Health and Safety Representatives**

27.2.1 The employer will encourage safe working practices through the establishment of a Health and Safety Committee, which shall include elected employee health and safety representatives. The number of the representatives will relate to the type of work and the geographical distribution of employees.

27.2.2 A specified number of Health and Safety Representatives will be entitled to two days paid leave for health and safety training in each year as required by and in accordance with Section 19F of the Health and Safety in Employment Act 2003.

## **PART X            EMPLOYMENT RELATIONS PROBLEMS**

### **28 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

#### **28.1 Resolution of Employment Relationship Problems**

This Part provides a plain language explanation of the services available for the resolution of employment relationship problems.

#### **28.2 First Steps for Solving a Problem**

If problems do arise the employer and employee(s) should try to solve the problem themselves. The following steps should be followed –

##### **28.2.1 Clarify the Facts**

Clarify why and exactly what is the problem. Determine the facts about what has happened and write these down including the dates, times, places and people involved. Check that what you think has happened or is happening is not based upon an assumption or a misunderstanding.

##### **28.2.2 Communicate**

Meet with the people involved and try to resolve the problem by discussing it openly and suggesting solutions. All parties involved are responsible for this. A neutral person might be asked to facilitate the meeting. Employees covered by this Collective Agreement can ask TEU to approach the other party on their behalf.

##### **28.2.3 Mediation**

If the problem is not resolved by discussion, either party may:

- a. participate in mediation provided by the Employment Relations Service (or the parties may agree to get their own mediator);
- b. choose to have the mediation provided by the Employment Relations Service decide the matter. Such decision will be binding upon the parties;
- c. refer the problem to the Employment Relations Authority for a decision and if not satisfied with a determination of the Authority, go to the Employment Court for a judicial hearing.

### **29 PERSONAL GRIEVANCES**

29.1 The Employment Relations Act gives all employees the right to pursue a personal grievance if they think that they have been -

29.1.1 unjustifiably dismissed;

29.1.2 disadvantaged by an unjustifiable action on the part of their employer;

29.1.3 discriminated against on the basis of their colour, race, ethnic or national origins, sex, marital or family status, age, disability, religious or ethical belief, political opinion, employment status, sexual orientation or involvement in union activities;

- 29.1.4 sexually or racially harassed at work;
- 29.1.5 subjected to duress because of their membership or non-membership of a union.
- 29.1.6 Employees who believe they have a personal grievance should follow the first steps given above. However, some special requirements apply to personal grievances.
- 29.2 Employees must raise their personal grievance with the employer and say that they want something done about it. Employees must do this within 90 days of the action complained of or the date they became aware of it, whichever is the later. In certain exceptional circumstances, the Employment Authority may allow an employee to raise a grievance after the 90 day limit.
- 29.3 Employees may not start a personal grievance in the Employment Relations Authority more than three years after raising it with the employer.

### **30 DISPUTES**

- 30.1 If employers or employees believe that their employment agreement has been breached or changed without their agreement they should follow the first steps above.
- 30.2 Employees covered by this Collective Agreement can ask TEU for assistance.
- 30.3 If the first steps do not achieve a resolution the parties can take one of these actions:
  - 30.3.1 If there is disagreement about what the Agreement means or how it should be applied or operated, they can approach the Employment Relations Authority to decide for them.
  - 30.3.2 If one party believes that the other party has breached the Agreement that party can ask the Employment Relations Authority to deal with the breach.

### **31 BREACH OF EMPLOYMENT LAW**

- 31.1 If either the employer or the employee is thought to have breached any law affecting the employment relationship, the parties should follow the "first steps" above for solving workplace problems.
- 31.2 If the matter is not resolved, the employer, employees or TEU can:
  - 31.2.1 Apply to the Employment Relations Authority for a compliance order if the employee believes the employer has breached (or the employer believes that the employee or TEU has breached) the Employment Relations Act. Examples of breaches of the Employment Relations Act include such matters as union access to workplaces, union meetings, informing new employees about their rights, providing a reason for dismissal, getting the work of striking employees done by other workers, keeping time and wage records, unlawful strikes or lockouts, failure by TEU to comply with its rules or obligations to deal with each other in good faith;

31.2.2 Apply to the Employment Relations Authority for a penalty action if the employee believes that the employer (or the employer believes that the employee or TEU has breached) the Act in relation to any of these matters, except good faith or providing reasons for dismissal;

31.3 In addition, employees or TEU can ask a Labour Inspector to investigate the matter on their behalf if the employer is believed to have breached laws such as the Minimum Wage Act or the Holidays Act. Labour Inspectors can enforce the laws that relate to certain statutory minimum entitlements such as annual leave, sick leave, public holidays and minimum wages.

## **PART XI        UNION MATTERS**

### **32 UNION MATTERS**

#### **32.1 Union Information**

32.1.1 When requested in writing by the National Secretary of TEU, the employer will, within one month, supply to the union a list of names, addresses, campus and designation of all employees bound by this Agreement, provided that the employee has given his or her consent for the employer to do so.

32.1.2 TEU undertakes to inform the employer as soon as is reasonably practicable when an employee of the employer joins TEU.

#### **32.2 Deduction of Union Fees**

The Employer will deduct union subscriptions for all TEU members covered by this Agreement except where the employee chooses to pay TEU by other means. The manner of deduction and remittance will be agreed between the National Secretary of TEU and the employer.

#### **32.3 Union Meetings**

32.3.1 The employer will allow all TEU members covered by this Agreement to attend, two paid union stopwork meetings (each of a maximum of two hours duration) in each year, provided that:

- a. 14 days' notice of the date and time of any proposed stopwork meeting is given to the employer, unless the employer agrees to shorten the notice period; and
- b. wherever practicable the time of the proposed stopwork meeting is set in consultation with the employer; and
- c. the union will make arrangements with the employer to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue; and
- d. work will resume as soon as practicable after the meeting; and
- e. TEU will supply the employer with a list of members who attend and will advise the employer of the time the meeting finished; and
- f. employees shall be paid ordinary pay to the extent that the employee would otherwise be working for the employer during the meeting.

#### **32.4 Access to Premises**

Any official of the union shall be entitled to enter the workplace at any reasonable time in accordance with Sections 20 and 21 of the Employment Relations Act 2000, for the purposes related to the employment of members and/or union business. The official shall:

32.4.1 have reasonable regard to normal business operations in the workplace; and

32.4.2 comply with applicable procedures in regard to health, safety and security; and

32.4.3 provide proof of his/her identity, if required.

### **32.5 Branch Chair (Union Delegate)**

The employer will recognise the TEU branch chair and MAINZ Auckland union delegate as the union representative on the relevant campuses. Notice of the appointment of the chair and Auckland delegate will be given to the employer in writing.

### **32.6 Union Education**

Subject to the provisions of Part 7 of the Employment Relations Act 2000, Union members shall be entitled to paid leave to attend employment relations education courses.

### **32.7 Consultation**

32.7.1 The employer will consult with the TEU branch and organiser about the members' collective employment interests.

32.7.2 The employer agrees to consult with TEU over introduction of new policy regarding any matter which has an impact on employment for TEU members.

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

32.7.4 The parties undertake to meet as agreed from time to time, for the express purpose of discussing matters of concern or interest to TEU or the respective employer parties.

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

## **PART XII ORGANISATIONAL CHANGE**

### **33 INTENT**

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

### **34 APPLICATION**

These provisions do not apply to employees who are on fixed term or temporary agreements, or to casual or hourly paid employees (as defined under Clause 2.0 of this agreement).

### **35 DEFINITION**

Redundancy is a situation where the position filled by the employee has or will become surplus to existing requirements / needs of the employer.

### **36 PROCEDURES**

#### **36.1 Consultation**

36.1.1 The employer will provide the union with an opportunity to be involved in any review that may result in surplus staffing.

36.1.2 A minimum of one month will be provided to allow the TEU and affected employees to make submissions which will be considered by the employer before making a final decision.

36.1.3 The one month consultation period is not required where a single employee's position has become superfluous to the employer's needs and the incumbent in that position is declared redundant.

36.1.4 If requested, the parties may agree to a lesser period.

36.2 The employer will take all practicable steps to provide relevant information requested by the TEU or affected employees.

36.3 Should the review confirm a surplus-staffing situation, individuals who might be affected will be advised in writing of this and of their right to assistance from the TEU.

#### **36.4 Selection Criteria**

36.4.1 In the event of two or more staff members being affected by surplus staffing, the employer will consult with the TEU and the affected staff on any selection criteria to be used.

36.4.2 The selection criteria must be fair, objective and consistent with the purpose of determining which staff will be declared surplus. The selection criteria shall recognise the employer's need to retain necessary skills, knowledge and experience for the operational needs of the Institute.

36.4.3 Affected staff must be given copies of any selection assessment to provide feedback before a final decision is made.

#### **36.5 Notification**

When, as a result of the processes above, specific positions are identified as surplus, the employer will advise the National Office of the TEU and the President of the local TEU branch at the same time as the employees affected are notified.

## **37 OPTIONS**

In the event that the employer proceeds with its proposal to reorganise or make an individual redundant the following options will be considered by the employer' as alternatives to redundancy:

### **37.1 Reassignment**

37.1.1 meaning placement by the employer in a substantially similar position, on the same employment terms and conditions at the same locality).

37.1.2 For the avoidance of doubt, where the employee is offered reassignment by the employer the employee's position will not be considered redundant and the employee will not be entitled to severance payment whether or not the employee accepts the offer of reassignment.

### **37.2 Redeployment**

37.2.1 meaning an agreed transfer to an alternative position within the polytechnic notwithstanding that the alternative position may involve a significantly different position description and/or different terms and conditions of employment; redeployment may also include an agreed transfer to a new employment locality).

37.2.2 Where an employee accepts an offer of redeployment the employee will lose the right to severance payment provided that if the remuneration applicable to the new position is less than that received by the employee in his/her former position, the employer will offer the employee either one of the following by way of equalisation;

- a. A one-off payment equal to 1½ times the annual value of the difference between that employee's former remuneration and the salary applicable to the employees new position, following which the employee will thereafter be paid at that lower rate under the new position; or
- b. Continue to employ the employee on the remuneration level applicable to his/her former position for a period of one year from the date upon which the employee is redeployed following which the employee will be paid at the salary applicable to his/her new position.

#### **37.2.3 Redeployment on a trial basis**

- a. An employee who is under notice of redundancy and has been offered redeployment has an option to agree to a trial period of 3 months in the redeployed position ("trial redeployment"). The trial redeployment runs for a period of 3 months commencing from the date the employee commences employment in the redeployed position.
- b. The employer will use the trial redeployment as an opportunity to assess the viability of the position into which the employee has accepted trial redeployment and the employee's ability to carry out the duties of the redeployed position.
- c. The parties may agree to an extension of the trial redeployment for retraining purposes ("extended period"). Any agreement for an extended period must:
  - (i) Be in writing and signed by both parties; and
  - (ii) Specify the date on which the extended period ends.
- d. If the employee works beyond the trial redeployment or an extended period the employee will be deemed to have accepted

employment in the redeployed position and will no longer be entitled to his/her severance payment.

- e. Notwithstanding a) above either party may terminate the trial redeployment or extended period, at any time prior to the expiry of the trial period ("early termination").
- f. Where either party effects early termination under e and except where the early termination is as a result of the employee's conduct, the employee will be entitled to the severance payment he/she would have received had the employee not accepted the trial redeployment.

### **37.3 Retraining**

37.3.1 This option may be offered to an employee by the employer, or initiated by an employee who seeks a contribution to a retraining proposal.

37.3.2 The employee declared surplus will submit a proposal for approval by the employer (such approval shall not be unreasonably withheld). This will not be a cash payment but would be subject to reimbursement claims, or payment on invoice to the employee.

37.3.3 There will be no requirement that an employee seeking this option is required to be re-employed by the Institute.

37.3.4 The retraining contribution will be by way of an additional 10% of the gross lump sum severance payment. The total amount paid to an employee will not exceed 110% of the value of the severance payment.

### **37.4 Voluntary redundancy**

Meaning that instead of compulsory redundancies the employer may call for expressions of interest from those willing to resign in return for a severance payment as per sub clause 38 provided that in the interests of maintaining an effective and efficient workforce, the employer may choose to decline any or all such applications.

## **38 UNEXPIRED NOTICE PERIOD**

An employee who has been declared redundant and who finds other employment with another employer during the period of notice may, with the consent of the employer (which consent shall not unreasonably be withheld) terminate the employee's employment prior to the expiry of that period of notice provided that in such a case the employee:

- a. will be entitled to payment for the unexpired portion of the notice period; and
- b. will still be entitled to receive his/her severance payment,

## **39 SEVERANCE**

39.1 For the purposes of these provisions, salary is defined as taxable earnings

39.2 Where an employee (other than a fixed-term or casual employee) is declared redundant by the employer due to staff surplus, and provided the employee has completed 12 months' continuous service, severance payment shall be made in accordance with the following:

39.2.1 Employees who have completed 12 months continuous service will receive the calculation contained in clause 39.2.4

39.2.2 Employees who have completed more than 12 months or more continuous service, will receive 8% of the salary for the preceding 12 months; and

39.2.3 four percent (4%) of salary for each subsequent year of employment minus one multiplied by the number of years' service up to a maximum of 19; and

39.2.3 0.33% of salary for completed months in addition to completed years of service.

39.2.4 16% of current taxable salary plus any regular taxable allowances paid on a continuous basis, or the appropriate proportion of this amount for the preceding 12 months service, will be payable in lieu of any notice not worked regardless of the length of service.

#### **40 STATUTORY EMPLOYEE PROTECTION PROVISION**

40.1 If the employer enters into any contract or arrangement with any person (the New Employer) under which the whole or part of the employer's business is undertaken for the employer by the new employer, or if the employer sells or transfers the whole or part of its business to the new employer, the employer, if required by law, will"

40.1.1 Seek to raise for discussion with the new employer prior to such restructuring the extent to which restructuring may affect employees; and

40.1.2 Where employment may be affected, advise the outcome of this to the Union.

40.2 In the circumstances stated in clause 40.1, matters which the employer will seek to raise in discussions with the new employer will include:

40.2.1 Whether or not the new employer will make offers of employment to the employer's employees and if so, whether employees will be offered employment in the same capacity;

40.2.2 Whether the conditions of employment offered will be the same or no less favourable than the employee's conditions of employment; and

40.2.3 Whether service with the employer will be treated as continuous service with the new employer.

40.3 At the time of any such restructuring, the employer, if required by law, will:

40.3.1 review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the new employer, by considering the employment agreement of that employee together with the employer's employment policies existing at the time and the employee's personnel records; and

40.3.2 Notify individual entitlements to the Union.

#### **41 TECHNICAL REDUNDANCY SITUATIONS**

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

- a. the new employer has offered the employee employment in the business, or the part being sold or transferred; and
- b. has agreed to treat service with Southern Institute of Technology as if it were continuous service with the new employer; and
- c. the conditions of employment being offered to the employee by the new employer are the same as, or no less favourable than, the employee's conditions of employment, including any service related and redundancy conditions' and
- d. the offer of employment by the new employer is an offer to employ the employee in that business either:
  - (i) in the same, or substantially the same capacity as that in which the employee was employed OR
  - (ii) in a capacity that the employee is willing to accept.

41.2 For the purpose of clause the word transfer includes a merger of a part or whole of Southern Institute of Technology with any part or whole of any other institution or organisation, and the word transferred includes the word merged.

## **42 RIGHTS OF EMPLOYEES DECLARED SURPLUS**

### **42.1 Time off to attend interviews**

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

### **42.2 Confirmation of Employment**

The employer will supply to all surplus employees a letter confirming employment.

### **42.3 Counselling**

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

## **43 EMPLOYEES ON LEAVE**

An employee who is declared surplus and who is on parental leave, absent due to extended illness, on accident compensation, on approved special leave without pay, or on secondment to an external organisation will be covered by the surplus staffing provisions of this agreement. Only a maximum of one year of the leave period will be used in severance calculations.

## SIGNATORIES

This Agreement was signed by the parties as follows:



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16 April 2018 

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National Industrial Officer

Date

New Zealand Tertiary Education Union – Te Hautū Kahurangi o Aotearoa

AND



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Chief Executive  
Southern Institute of Technology

18 December 2017

Date

**SCHEDULE A**

<b>RATE OF PAY</b>			
		1-May-16	1-May-17
		Add \$700	Add \$500
<b>PRINCIPAL ACADEMIC STAFF MEMBER (PASM)</b>			
	PASM – 23	103,500	104,000
	PASM – 22	99,800	100,300
	PASM – 21	96,100	96,600
	PASM – 20	92,400	92,900
	PASM – 19	88,700	89,200
<b>SENIOR ACADEMIC STAFF MEMBER (SASM)</b>			
	SASM – 18	85,593	86,093
	SASM – 17	83,119	83,619
	SASM – 16	80,817	81,317
	SASM – 15	78,516	79,016
	SASM – 14	76,215	76,715
	SASM – 13	73,913	74,413
<b>SASM TUTORS – Minimum</b>	SASM – 12	71,719	72,219
<b>ACADEMIC STAFF MEMBER (ASM)</b>			
<b>ASM TUTORS – Maximum</b>	ASM – 11	67,420	67,920
	ASM – 10	65,270	65,770
	ASM – 09	63,249	63,749
	ASM – 08	61,232	61,732
	ASM – 07	59,213	59,713
	ASM – 06	57,194	57,694
	ASM – 05	55,173	55,673
	ASM – 04	53,155	53,655
	ASM – 03	51,135	51,635
	ASM – 02	48,357	48,857
<b>ASM – TUTORS - Minimum</b>	ASM – 01	45,580	46,080
<b>ACADEMIC STAFF ASSISTANT (ASA)*</b>			
	ASA – 08	40,669	41,169
	ASA – 07	39,163	39,663
	ASA – 06	37,654	38,154
	ASA – 05	36,144	36,644
	ASA – 04	34,636	35,136
	ASA – 03	33,130	33,630
	ASA – 02	31,619	32,119
	ASA – 01	30,112	30,612

<b>CASUAL STAFF MEMBER</b>			
			1-May-17
<b>PASM CASUAL STAFF MEMBERS</b>			
<b>Maximum</b>			60.94
<b>Minimum</b>			52.27
<b>SASM CASUAL STAFF MEMBERS</b>			
<b>Maximum</b>			50.45
<b>Minimum</b>			42.32
<b>ASM CASUAL STAFF MEMBER</b>			
	8		36.17
	7		34.99
	6		33.81
	5		32.62
	4		31.44
	3		30.26
	2		28.63
	1		27.00
<b>CASUAL ACADEMIC STAFF ASSISTANTS*</b>			
<b>CASA</b>	5		24.12
	4		23.24
	3		22.36
	2		21.47
	1		20.59
<b>GRANDPARENTED SALARIES</b>			1-May-17
	ASM -14	72,946	73,446
	ASM -13	70,842	71,342
	ASM -12	68,717	69,217
* CASA Hourly rates and salaries to be examined so as to meet the minimum Living Wage requirements			

### TEACHING CHARACTERISTICS

#### ASM

ASM staff are expected to assume responsibility for the quality of their own outcomes in so far as they relate to the dimensions of practice identified below.

They should:

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

#### SASM

A Senior Academic Staff Member (SASM) is expected to take responsibility for the quality of their own outcomes in so far as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASM Staff who are developing the identified skills and attributes and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM positions.

They should:

1. Be able to demonstrate advanced standing in their discipline/subject area.
2. Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3. Apply effective communication skills in diverse learning situations.
4. Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5. Select and apply strategies to enable students to develop as independent learners.

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

### **PASM Characteristics**

To achieve PASM status applicants will need to demonstrate to the PASM panel that they fit a \*holistic description of a PASM, rather than meeting narrow performance criteria. The following statements describe what a PASM means at TPP and reflect the significance the Institute ascribes to PASM status.

Principal Academic Staff Members:

1. are education professionals who have attained the highest standards of quality in their practice, have set an example of excellence in what they do, share their wisdom and expertise with their colleagues, contribute significantly to the Institute and the community; and
2. have extensive successful experience as an educator in the tertiary sector; and
3. demonstrate a high level of scholarship with published research an added advantage;
4. have a Master's degree or equivalence. Equivalence equates to: a Bachelor's degree with post graduate qualification or vocational equivalence; or work equivalence measured against NZQA Level 9 descriptors.
5. lead curriculum development or educational innovation; and
6. are respected for their leadership and collegial support; and
7. have demonstrated standing in their discipline.

*Explanation of holistic*

*\*A view that all of the components identified above or the whole system of beliefs must be considered rather than simply the individual components.*

## **APPENDIX 1 – EXAMPLES OF INDUSTRY INVOLVEMENT**

### **EXAMPLES OF EMPLOYEES BEING ‘ACTIVELY AND DEMONSTRABLY INVOLVED IN THEIR INDUSTRY’:**

- Time spent working in a restaurant (any workplace)
- Providing management advice to a community group
- Publishing a paper or magazine article or recording
- Competing in a National Competition
- Membership of a National Association
- Performing in public as a musician (engineer, public speaker)
- Presenting at a Conference
- Moderating an Internet Discussion Group
- Providing a Training Needs Analysis
- Beta testing Software
- Acting as a consultant
- Being a National Moderator
- Sitting on a Board of Directors
- Participating in an industry event (car rally, ski competition)
- Judging a competition (art, cooking, performance)
- Engaging in a planned series of industry site visits
- Being acknowledged in an industry publication