

# OTAGO POLYTECHNIC



## STAFF MEMBERS' COLLECTIVE AGREEMENT



**TEU** | TE HAUTŪ  
KAHURANGI  
TERTIARY EDUCATION UNION

**01 April 2019 to 31 March 2021**

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# **PART 1 – COVERAGE AND APPLICATION OF AGREEMENT**

## **1.1 Parties**

This Collective Agreement shall be binding on and enforceable by:

- (a) Otago Polytechnic; and
- (b) TEU Te Hautū Kahurangi o Aotearoa

## **1.2 Coverage**

This Collective Agreement will cover all members of TEU employed by the Polytechnic except for those in the following positions:

Senior Managers – as defined by the State Sector Act  
Doctors  
Childcare Workers

Note: Heads of School and Associate Heads of School and Service Leaders (third tier general staff managers except Deputy Chief Operating Officer, Human Resources Services Manager and Finance Manager) are covered by the collective agreement with specific exclusions, and specific terms and conditions unique to those roles, as detailed in Schedule E of this document (clauses excluded include 5.1 Workload and 6.7 Discretionary Leave and Schedule B Criteria for Progression and Schedule C Salary Scales).

## **1.3 Application of Collective Agreement**

- (a) 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:
  - (i) inform the employee that this Collective Agreement exists and covers the work to be done by the employee; and
  - (ii) give the employee a copy of the Collective Agreement; and
  - (iii) inform the employee that he/she may join TEU, which is a party to this Collective Agreement; give the employee an application form to join TEU
  - (iv) inform the employee how to contact TEU; and
- (b) If the employee agrees, the employer will inform TEU within two weeks that the employee has accepted employment with the employer.
- (c) The provisions of this Collective Agreement will not apply to staff employed as Research Assistants and Peer Tutors, except where specified. Minimum statutory entitlements will apply.

## **1.4 Term of Collective Agreement**

This Collective Agreement takes effect on 01 April 2019 and expires 31 March 2021

## **1.5 Variation**

The parties have agreed that this Agreement may be varied during its term by agreement in writing by the parties.

## **1.6 Savings Clause**

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

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## **1.7 Salary Increases**

All printed and personal salaries will increase by 3% with effect from 1 April 2019 followed by a further increase of 2% with effect from 1 April 2020.

## **1.8 Policies**

The parties recognise that other policies and procedures may be current from time to time to ensure the smooth operation of the polytechnic and/or to give practical effect to those provisions within this Agreement which are subject to employer discretion and that, whilst not forming part of this Agreement, these policies and procedures are binding on employees.

Should any discrepancies occur between the provisions of this Agreement and any polytechnic policy or procedures, then the provisions of this Agreement shall take precedence.

Where the polytechnic wishes to develop a new policy or vary an existing policy and that variation or addition will impact upon employees' terms and conditions of employment, the employer will consult with TEU.

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For the purpose of this clause a policy is an officially promulgated policy that emanates from an authorised source.

A full list of policies is set out in Schedule I of this Agreement.



## **PART 2 – DEFINITIONS**

### **2.1 "Academic Staff Member"**

(ASM) means any person employed in a teaching position and any person employed in a position defined as a non teaching academic position within the polytechnic.

- (a) 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 Schedule D.
- (b) For the purposes of this Agreement ASM is used to define staff employed under this Collective Agreement but recognises that other terms such as tutor and lecturer will be commonly used.

### **2.2 "Professor"**

means a person appointed to the position of Professor in accordance with the Polytechnic's policy Professorial Appointments.

### **2.3 "Associate Professor"**

means a person appointed to the position of Associate Professor in accordance with the Polytechnic's policy Professorial Appointments.

### **2.4 "Full-time employee"**

means an employee who undertakes the duties of a position for the normal hours of work.

### **2.5 "Part-time General"**

means a general staff member who usually works less than 37.5 hours per week.

### **2.6 "Casual Academic"**

means an ASM appointed under clause 3.1(d) of this Agreement.

### **2.7 "Clinical teaching"**

means off-campus health science teaching involving patient care.

### **2.8 "Grade"**

means a division of a salary scale in respect of which a particular salary or range of salaries is payable.

### **2.9 "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.

### **2.10 "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.

### **2.11 "Employer"**

means the Chief Executive of the polytechnic.



## **2.12 "Polytechnic"**

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

## **2.13 "Proportional"**

means academic staff appointed under clauses 3.1(b) and 3.1(c) of this Agreement to undertake a specified fraction of the work of a fulltime academic staff member.

## **2.14 "Research"**

is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications and includes specified institutional policy.

## **2.15 "Research and Teaching Assistant"**

The purpose of Research and Teaching Assistants is to support Academic Staff Members in the preparation and delivery of research and teaching materials and activity."

## **2.16 "Service"**

- (a) Means continuous service in the employment of any NZ polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP, community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Education Resource Centre.
- (b) Plus any other relevant service as may be agreed between the employer and employee at time of appointment.
- (c) Continuous Service
- (i) Continuous service as a teacher or educator in an operation which has since been absorbed into the polytechnic service is counted as continuous service for the purposes of "service".
- (ii) "Continuous service" for the purposes outlined above include all periods of paid leave and would not be broken by, but would not include all periods of:
- Approved leave without pay;
  - Breaks of not more than three months between employment within the polytechnic service.
- (d) Continuous casual service for the polytechnic currently employing the staff member shall be aggregated as fulltime equivalent service on a pro-rata basis.

## **2.17 "Teaching day"**

means any duty day on which teaching is timetabled to occur, or on which distance learning teaching duties are undertaken.

## **2.18 "Timetabled teaching hour"**

in relation to any ASM or Tutorial Assistant means 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.

**2.19 "Tutorial Assistant"**

means a person employed to assist the learning process under the supervision and direction of an ASM. The actual work performed by tutorial assistants will be those tasks the ASM deems appropriate to delegate, provided that the day to day learning and teaching programmes, the assessment of students' learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.

**2.20 "Peer Tutor"**

means a person employed to support students who require assistance with course work, normally on a 1:1 basis but no more than 1:2, to consolidate learning and develop study skills.

**2.21 "Student Research Assistant 1"**

means a person employed under the supervision of an ASM to carry out information gathering, literature searches and administrative tasks which are well defined and don't involve high levels of analytical skill and judgement.

**2.22 "Student Research Assistant 2"**

means a person employed to gather information and complete administrative tasks which require some analytical skill/judgement but remain under the supervision of an ASM.

**2.23 "Community Learning Facilitators"**

The work of a Community Learning Facilitators is detailed in Appendix 3

**2.24 "Technician Lecturer"**

Is an employee permanently working as a technician who is also employed to lecture on a proportion basis. Generally these employees work 37.5 hours per week with occasional peaks in excess of this to cover academic duties



## PART 3 – APPOINTMENTS

### 3.1 Categories of Appointment

- (a) Academic and general staff may be appointed according to the categories set out in subclauses 3.1(b) - 3.1(d).
- (b) On a tenured basis as follows:
  - (i) Fulltime;
  - (ii) Academic proportional for not more than 0.8 of a full time position
  - (iii) General staff – part-time for specified hours.
  - (iv) Academic, permanent, part time for not more than 0.3 of a full time position
- (c) On a limited tenure or temporary basis as follows:
  - (i) Fulltime for a specified period of time;
  - (ii) Academic staff - proportional, for not more than 0.8 of a fulltime position, for a specified period of time.
  - (iii) General staff – part-time for specified hours.
- (d) If, at the expiry of a fixed term appointment the genuine reason for the expiry no longer exists, the position has already been advertised and is approved as on going position the provisions of clause 3.6C shall not apply and the incumbent will be confirmed into a permanent position.
- (e) Limited tenure or temporary appointments made under the conditions below subclauses (e) (i) - (e) (iv) will not as such imply any expectation of on-going employment. These conditions should be read in conjunction with clause 10.2:
  - (i) To fill a vacancy occasioned by the resignation, retirement or death of a tenured staff member pending the advertisement and subsequent appointment of a replacement staff member;
  - (ii) To relieve for a tenured staff member on approved leave;
  - (iii) To trial new courses for a period not exceeding two years;
  - (iv) To undertake specific and finite projects or tasks for a period not exceeding two years;
- (f) Academic casual appointments may be:

Academic casual appointments are on an on call and as required basis without any commitment from either party to ongoing employment. This includes staff engaged for one-off situations. They do not have pre-determined hours of work and work arrangements are made on an hourly, daily or weekly basis as the employer's needs arise.

A casual employee is defined as an employee who:

- a) Is engaged to work only on an "as and when" required basis; and
- b) Is under no obligation to accept work offered; and
- c) Is employed for a discreet casual work engagements(s) and
- d) Has no expectation of ongoing or further casual work engagements being offered; and
- e) Is paid in full at the end of each completed casual work engagement (including holiday pay)

- (g) Consistent with the good employer obligations of the State Sector Act 1988, the employer shall develop, in consultation with the Workload and Staff Concerns Committee, policies relating to conditions for part-time staff members including:
  - (i) equitable, reasonable and safe workload;
  - (ii) expectations on accepting employment;
  - (iii) career structure;
  - (iv) accommodation;
  - (v) staff training provisions;
  - (vi) salary review provisions;
  - (vii) salary assessment procedures;
  - (viii) determination of salary loading.

### **3.2 Tutorial Assistants**

- (a) Unless otherwise specified, the terms and conditions contained in this Agreement shall apply to tutorial assistants.
- (b) No existing staff members shall be displaced by the appointment of a tutorial assistant.

### **3.3 Advertising of Positions**

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised nationally in an appropriate manner in accordance with the requirements of Sections 77G and 77H of the State Sector Act 1988.

- (b) Other Positions

Where the proportionality of a position is altered by agreement between the employer and the employee the incumbent will have automatic right to the position provided that if initiated by the employer, the local branch of TEU will be notified.

- (c) If the redesignation occurs as a result of surplus staffing the provisions of Part 10 will apply.

### **3.4 Equal Opportunities**

- (a) The employer shall appoint staff in accordance with an equal employment opportunities programme. For the purposes of this CA an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies and procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect of the employment of any persons or group of persons on the basis of their gender, race, colour, ethnic or national origin, sexual orientation, marital status, family responsibilities, religion, disability or age.



- (b) The employer shall notify the local branch of TEU when intending to develop an equal employment opportunities programme as required by Section 80(2) (a) of the State Sector Act 1988.
- (c) The union shall be involved in the process of developing, implementing and monitoring the equal employment opportunities programme.

### **3.5 Probationary Period Employees on First Appointment**

- a) Employees appointed for the first time to a permanent or fixed term position may, but not necessarily, be required to serve a probationary period of one year or less at the employer's discretion.
- b) When determining whether a new employee should be required to undergo probation, the employer will consider any relevant service at another tertiary institution.
- c) Where the probationary period is more than 6 months, it is normal practice for the manager to give the employee a written report on her/his performance at the end of the first six months, unless the probationary period has been ended earlier.
- d) A probationary appointment may be terminated with one month's written notice by either party.
- e) At the end of a satisfactory probationary period the employer will confirm the appointment in writing. If the probation end date passes with no report of communication from the employer the conditions of probation will be deemed to have been fulfilled and the employee's employment will be deemed to be permanent. Should the employee's probationary period not be satisfactory, subject to the law of unjustified dismissal, the employer may terminate the employee's employment.

### **3.6 Resignation/Termination of Employment**

- (a) The staff member other than those appointed on a limited tenure or part-time basis or those on probation, (see subclause 3.5(e)) shall be given two months' notice of termination of employment.
- (b) For general staff in the case of resignation or termination, one months' notice shall be given
- (c) The employment of a staff member on a limited tenure or part-time basis may be terminated with two weeks' written notice by either party. In the case of a surplus staffing or redundancy situation the employer will give one months' notice to be worked or will pay in lieu of one months' notice a staff member on a limited tenure or part-time basis.



- (d) Nothing in this clause shall remove from the employer her/his obligation to observe the principles set out in clause 3.9 prior to applying any notice to a staff member in the event of a termination of employment resulting from disciplinary action.
- (e) Notwithstanding the above, any staff member may be summarily dismissed for serious misconduct.
- (f) A staff member appointed to a tenured position shall give at least two months' written notice of resignation or such shorter time as agreed between the employer and employee.

### **3.7 Abandonment of Employment**

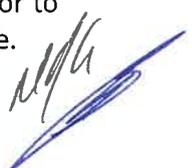
Where an employee is absent from work for five or more consecutive workdays without notifying the employer of the reason for absence, they will be deemed to have abandoned their employment, provided the employer has taken all reasonable steps to contact the employee. Where an employee was unable, through no fault of their own, to notify the employer, their employment shall not be deemed to have been abandoned.

### **3.8 Incapacity**

If as a result of physical or mental incapacity a staff member is unable to perform the duties of the position and is unlikely to recover the capacity to perform those duties within a reasonable timeframe, the employer:

- (a) will consult with TEU on behalf of the employee
- (b) may require the staff member to undergo a medical examination at the employer's expense, by a registered medical practitioner agreed upon between the two parties, or by two medical practitioners, one nominated by the employee and the other agreed between the two parties. Agreement shall not be unreasonably withheld.
- (c) will take into account any report and/or recommendations made available as a result of the medical examination(s), or any other reports and or recommendations which are provided by the staff member and apply one or a combination of the following options:
  - No further action under this clause
  - The formulation of a professionally facilitated return to work plan
  - Redeployment
  - Retraining
  - Proportional employment
  - An agreed period of leave without pay up to one year
  - Terminate employment with two months' notice

Where employment may be terminated under this clause the staff member will be entitled to remain in employment until her/his sick leave is used or to end her/his employment immediately and be paid all remaining sick leave.



### 3.9 Disciplinary Procedures

(a) Principles to be observed

In any disciplinary action the following principles shall be observed:

- (i) The staff member must be advised in writing of the specific problem and given reasonable opportunity to respond;
- (ii) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
- (iii) The response of the staff member must be considered before a decision is made;
- (iv) The staff member 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;
- (v) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the staff member as having been seen;
- (vi) The staff member must be advised by the employer of her/his right to request union assistance, and/or representation at any stage.

(b) In the case of serious misconduct the employer may:

- (i) Suspend with or without pay;
- (ii) Place on other temporary duties; or
- (iii) Dismiss without notice.

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

(d) Refer to policy and procedures regarding performance management.

### 3.10 Academic Freedom

We include the following summary to highlight the concept of academic freedom and the value that Otago Polytechnic and TEU place upon it. The full explanation of academic freedom can be found within the Education Act 1989 Part 14 Section 161 at [www.legislation.govt.nz](http://www.legislation.govt.nz).

Under the Education Act all employees 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. The polytechnic acknowledges that the practice of academic freedom is essential to the professional conduct of teaching, research and scholarship. It encourages all employees to engage in the responsible pursuit of knowledge and to provide informed and accurate commentary within the scope of their expertise.

Academic freedom must be exercised in a professional, timely and lawful manner that shows respect for the opinion of others and recognises the institution's statutory requirement to account for the proper use of resources.

## **PART 4 – CAREER PROGRESSION AND REMUNERATION**

### **4.1 Salary Rates ASM**

Staff covered by this Agreement shall be paid the minimum rates set out in Schedule C of this Agreement for the duties for which they are engaged.

- (a) Starting Salaries - The employer shall apply a policy in respect of the determination of starting salaries for all ASMs covered by the CA. The local branch of TEU shall be invited to participate in any review of this policy.
- (b) The appropriate ASM grade at time of appointment will be established following an assessment of a new employee's skills and attributes established in accordance with policy developed in (a) above.
- (c) Where the employer deems it necessary to appoint an ASM at a rate of salary higher than that initially assessed the difference between the actual salary paid and the assessed base salary on the ASM grade shall be met by way of an allowance.

This allowance may be abated by any subsequent salary increases (including incremental progression and promotion).

Proportional ASMs' salary shall be paid on a proportional basis which will be arrived at by the following calculation:

Fulltime salary rate x the predetermined proportion of a fulltime position as specified in the position description and confirmed in the letter of appointment.

### **4.2 Casual ASM**

- (a) Casual ASMs shall be paid rates set out in Schedule C of this CA for every hour of work for which they have been employed, plus 8% holiday pay from 01 April 2007 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, except that,
- (b) Clinical lecturers may be paid an agreed amount for each hour without a loading provided they are paid for all teaching hours plus attendant duties which include attendance at meetings, preparation and assessment. The total hours paid may be less than those set out in subclause 4.2(a) if all requirements are specifically set out in the letter of appointment. In either case,
- (c) In determining the amount of additional paid work to be credited for each teaching hour, the employer shall maintain an equitable workload which reflects that of fulltime ASMs undertaking the same or similar teaching duties.



### 4.3 Increments

(a) Academic Staff

Subject to clauses 4.6, 4.7 and 4.8 of this Part, a staff member regardless of whether fulltime or proportional shall on completion of each year of service on a step of a grade be paid a salary for the next higher step of the staff member grade until the maximum for that grade is reached.

(b) General Staff

(i) An employee holding a position or a grade to which two or more salary steps apply, and who is not being paid at the highest of those steps shall, after 12 months at that rate, over to the salary step above

(ii) The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s)

(iii) The employer may allow additional or accelerated salary steps

(iv) All salaries shall be reviewed at least annually

(c) No increment shall be paid until an employee completes a probationary period as provided in clause 3.5 of this Agreement.

### 4.4 Double Increments

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

- (i) recognition of meritorious professional performance;
- (ii) equitable salary relativities within the polytechnic;
- (iii) retention.

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

### 4.5 Withholding of Increments

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

(b) Refer to policy and procedures regarding performance management.

### 4.6 Progression within the SASM Grade and the PASM Grade

(a) Progression within the SASM grade and the PASM grade beyond the requirements specified in subclause 4.4(a) shall be upon verification of significant professional practice through an annual review. Significant professional practice shall be verified in accordance with a policy which incorporates the SASM criteria contained in Schedule B.

(b) Policy and procedures for the implementation of subclause 4.7(a) above are as set out in Schedule B.

- (c) Where the salary payable to an individual ASM is increased as a result of the review described in subclauses (a) and (b) above, that increase shall be no less than \$500 per annum.

#### **4.7 Progression between Grades**

Progression between grades shall be by regrading:

- (a) To SASM on verification of the attainment and application of appropriate key skills and attributes as set out in Schedule B. Policies and procedures to establish whether an ASM fulfils the requirements of this subclause are set out in Schedule B.
- (b) To SASM under the policies and procedures as set out in Schedule B.

#### **4.8 Market Allowance**

A market allowance may be paid on an annual or ongoing basis to reflect the ease or difficulty in retaining specific skills and/or experience for any given position.

#### **4.9 General Staff Salaries**

Rates of annual salaries to be paid to employees are listed in schedule 4 of this agreement

#### **4.10 Acting in a Higher Position**

- (a) Subject to the provisions of subclauses (b) and (c) of this clause, a staff member who relieves for another staff member holding a higher position to which a higher salary is payable, shall be paid for the period which the staff member is so relieving at a rate agreed between the employer and the staff member.
- (b) The staff member must perform the extra duties and undertake the responsibilities of the higher position for a period of at least five consecutive days before any agreed payment would be made. A staff member may be asked to act in a higher position for less than five consecutive days without any additional payment.
- (c) Leave periods, including special leave, shall not be counted as part of, or deemed to interrupt, the qualifying period specified in subclause (b) of this clause if the staff member continues in the higher position immediately after the period of leave.
- (d) An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.
- (e) A staff member 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.



#### **4.11 Higher Salaries**

Nothing in this Agreement shall preclude the employer from paying salaries in excess of those prescribed in Schedule C and the general staff schedule, on such terms as may be agreed between the employer and employee.

#### **4.12 Special Responsibilities Allowance**

- (a) A staff member who is required by the employer to undertake special responsibilities, which are over and above that normally expected of a staff member (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 no more than 20% of the staff member's base salary.
- (b) The following conditions shall apply:
  - (i) The granting of the allowance by the employer shall be communicated to the staff member 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 the employer by giving one month's notice in writing.

#### **4.13 Salary Profile within the Polytechnic**

A profile of salaries paid to staff will be made available to the union in December each year. The profile will provide a breakdown by gender, ethnicity, length of service, rate of salary payment, category of employment and any changes to salary during the year. This will be supplied without names to protect individual privacy.

#### **4.14 Payment of Salary**

- (a) Pay periods
  - (i) The salaries of staff members shall be paid fortnightly no later than 3 working days from the end of the pay period provided that wages shall be paid not later than Wednesday following the pay period
  - (ii) The gross salary for the pay period shall be calculated at annual salary /26
  - (iii) General staff – salary determined by their hours of work and hourly rate.
  - (iv) Payment shall be drawn on the polytechnic's bank and payable at any bank or by lodgement to a staff member's current bank account.
  - (v) Payment for the holiday periods may combine more than one pay period.
- (b) Entitlement to Payment

ASMs other than casual ASMs and casual general staff 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:

- (i) Payment includes all statutory holidays, leave periods and intervening weekends;
- (ii) On resignation or retirement, a staff member who completes the normal full working week shall receive payment for the Saturday, Sunday and all statutory holidays immediately following;
- (iii) Annual and staff member discretionary leave due on resignation or retirement shall be payable as follows:
- (iv) A staff member who resigns at the end of the polytechnic year shall receive payment up to the end of any period of leave due;
- (v) A staff member who resigns during the year shall receive payment in accordance with clause 6.8 of this Agreement.

#### **4.15 Salary Progression for Community Learning Facilitators**

Facilitators and Senior Facilitator and Principal Facilitators shall be appointed on scales as set out in Schedule C3. Progress within bands shall be by automatic increment as per the usual procedures for automatic increments as described in clause 4.3. The scale incorporates three distinct roles so there is not an expectation that a facilitator could go to level 5 unless they were appointed to a Senior Facilitator role, nor could they go to level 8 unless they were appointed to a Principal Facilitator role.



## PART 5 – WORKLOAD

### PARTNERSHIP

Time and workload recognition shall be given to Maori staff who are committed to agreed activities that have mutual benefit to Mana Whenua and OP, and contribute to OP's understanding and operationalisation of Te Tiriti and the Memorandum of Understanding with Mana Whenua. Those activities may be within and across schools / colleges, OP or representing OP regionally, nationally or internationally.

### ACADEMIC

#### 5.1 Workload and Staff Concerns Committee: Terms of Reference

- (a) The employer shall establish a Workload and Staff Concerns Committee with the local branch of TEU.
- (b) The terms of reference of the Committee shall be:
  - (i) To set its own procedures;
  - (ii) When requested, examine unusual teaching/working conditions and recommend to the Human Resource Manager fair and reasonable workloads to cover these situations. Where these lie outside the existing provisions of the Agreement, recommend likely areas of change to be incorporated in the renegotiation of this section of the Agreement;
  - (iii) To mediate between staff and the HOD concerns which are unable to be resolved within the department;
  - (iv) To review workload allocation to individual teaching staff when requested by staff or management or when there is a substantive change to programmes.
- (c) When the Committee is unable to reach a consensus on any of the above to advise the Director, People and Culture of any problems of workload allocation in the polytechnic and make recommendations for solutions.
- (d) The parties agree it is desirable to work in a problem solving mode and use the processes identified in subclauses 5.1(b) (iv) and 5.1(c) when dealing with any differences arising out of workload allocation. However this process does not negate the employee's legal right to use other grievance procedures as identified in the Employment Relations Act 2000.
- (e) In dealing with staff concerns, the Committee shall be required to take into account appropriate Agreement provisions in its deliberations, and shall endeavour to resolve the concerns by discussion with the parties but, failing that, to investigate the matter (after giving both parties an opportunity to be heard) and then make written recommendations to the parties.
- (f) The Director, People and Culture shall make the final decision where the matter is unable to be resolved to the satisfaction of the parties.
- (g) The composition of the Workload and Staff Concerns Committee shall be two Otago Polytechnic TEU representatives; a HOD representative; and one deputy director who will be the chair of the Committee.

- (h) Resourcing  
Secretarial support and time allowances will be made available to the Committee to ensure its effective operation.

## 5.2 Workload Principles

- (a) The employer is to ensure that ASMs are allocated a workload that is equitable, reasonable and safe at all times.
- (i) In arriving at a safe, equitable and reasonable annual workload all relevant workload factors will be taken into account. These may include:
- class size;
  - course development requirements;
  - assessment requirements;
  - student support requirements;
  - other specific demands of the teaching programme;
  - experience and skill level of the ASM;
  - particular requirements related to open/distance learning;
  - cultural requirements of Charter obligations;
  - EEDO/EEO obligations of the organisation;
  - the need for breaks from timetabled teaching throughout the year;
  - participation in research projects as appropriate;
  - specific requirements related to e-learning and flexible delivery.
- (ii) As well as attendant duties including:
- preparation for lessons;
  - routine administration and participation in institute processes;
  - student assessment;
  - ordinary student pastoral care and assistance;
  - routine updating of courses and material;
  - contribution to day-to-day maintenance of teaching areas;
  - maintaining skills and professional currency.
- (b) Timetabled Teaching Hours

ASMs shall not be required to undertake timetabled teaching for more than 825 hours or equivalent per year - a full annual workload shall be deemed to be a maximum of 825 timetabled teaching hours plus attendant duties such as those identified in clause 5.2(a)(i) above.

No tutorial assistant shall be required to undertake timetabled teaching as defined in clause 2.15 for more than 1,000 hours per year; and

Timetabled teaching hours for any ASM or tutorial assistant shall be spread over no more than 185 teaching days in any year.





(vii) Calculation of the workload for e-education and other flexible delivery must be equitable and include the processes of design, teaching and evaluation.

(c) ASM with a Special Responsibilities Allowance

(i) Where an ASM who is in receipt of a special responsibilities allowance as defined in clause 4.12, has increased workload directly related to the special responsibilities undertaken under that clause, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning shall be reduced by an amount determined by the employer and which is consistent with the ASM's workload being maintained at an equitable and reasonable level.

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

(d) Weekly Directed Duty Hours

The parties acknowledge the professional responsibilities of ASMs to discharge the obligations of the position subject to the following:

(i) No ASM shall undertake more than thirty-six hours of directed duty in any one week at the polytechnic or other approved location; and, unless the ASM consents or any conditions of employment agreed to at the time of their appointment otherwise specify, the ASM shall not be required to be on directed duty for more than thirty-four hours in any one week;

(ii) Non-teaching Academic Staff Members  
Notwithstanding subclause 5.2(d)(i) above, where an ASM's job requires less than fifty hours of directed teaching per annum the ASM may be required to be on duty for up to 37.5 hours per week;

(iii) An ASM may be required to undertake duty between the hours of 8.00am and 9.30pm Monday to Friday inclusive provided that they may not be required to undertake duty for more than a total of eight hours a week after 5.00pm on no more than two nights each week;

(iv) Where there is a demonstrated need for staff (existing or new) to teach a programme on more than two nights a week and/or Saturdays and Sundays, Otago Polytechnic may negotiate directly with the affected staff members. Agreement shall not be unreasonably withheld. This clause remains subject to subclauses 5.2 (d) (i) and (ii).

(v) An ASM shall not undertake duty on more than five consecutive days, except where under provision subclause 7.3(c) (iv) non-duty days are approved for the purpose of professional development.

- (e) **Daily Duty Hours**
  - (i) Subject to subclauses (ii) and (iii) of this clause, except for field trips or approved off-campus teaching duties, an ASM shall be on duty for no more than eight hours in any one day.
  - (ii) An ASM shall take a meal break of not less than thirty minutes and not more than one hour after each period of five hours of continuous duty.
  - (iii) An ASM shall not undertake duty within eleven hours of completing duty on the previous day.
  
- (f) **Travelling Time to Count Towards Duty Hours**

Hours spent travelling from a site on campus to either a site off campus or to another campus or where overnight accommodation is required, may be counted as directed duty hours to a maximum of ten duty hours in any day.

### **5.3 Proportional Academic Staff Members and Tutorial Assistants**

- (a) The maximum duty hours for a proportional ASM or tutorial assistant shall be a predetermined proportion, specified in the position description and confirmed in the letter of appointment, of the maximum duty hours for a fulltime ASM as specified in subclauses 5.2(d) (i) and 5.2(d) (ii).
  
- (b) The timetabled teaching hour maximum or the maximum hours of distance learning teaching duties for a proportional ASM shall be a predetermined proportion, as specified in the advertisement and confirmed in the letter of appointment, of the fulltime maximum except that where a proportional ASM is appointed for a period of less than the number of days for which the maximum applies the maximum hours shall be averaged out over the available teaching days.
  
- (b) Notwithstanding subclauses (a) and (b) above, a proportional ASM may consent to work as a fulltime ASM for a proportion of the year not exceeding the predetermined proportion, specified in the advertisement, of the available duty days; provided that if the ASM's employment is prematurely terminated payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

### **5.4 Academic Permanent Part-time**

- (a) An Academic staff member may be appointed on a permanent part time basis for not more than 0.3 of a full time position.
  
- (c) Permanent part time will be paid on hours worked and the agreement will cover the hours required for preparation, teaching and marking. Permanent part time staff will receive at least 0.2 of a paid hours work for associated duty for every teaching hour. In determining the total hours employed class size, assessment requirements and preparation/development requirements will be agreed between the parties but shall be reviewed after 3 months.



- (d) Associated conditions for permanent part time staff are pro rata sick leave entitlement, pro rata annual leave entitlement, payment at part time hourly rate, no entitlement to discretionary leave, pro rata redundancy provisions if required, pro rata professional development money and time with flexibility to agree between the parties how this is used

## **5.5 Health Sciences Clinical Teaching Duties**

Notwithstanding subclause 5.2(d)(iii) and (iv) of this Agreement ASMs engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8.00am and 5.00pm in any year.

## **5.6 Research and Teaching Assistants**

- (a) All work carried out by Research and Teaching Assistants is directly supervised by academic staff members.
- (b) Research and Teaching Assistants may perform a range of research and teaching activities including
- (c) The normal hours of work are 37.5 hours per week, 7.5 hours per day Monday to Friday.
  - (i) literature searches for teaching and research;
  - (ii) accessing articles/publications and photocopying;
  - (iii) assisting with marking assessments to predetermined marking criteria;
  - (iv) facilitating tutorials designed by the responsible academic staff member;
  - (v) otherwise support academic staff members' teaching. Annual limit of formal tutorial and group contact hours 200 unlimited one to one contact hours.

## **GENERAL STAFF**

### **5.7 Hours of Work**

- (a) The normal hours of work are 37.5 hours per week (7.5 hours per day) to be worked between 7.00am and 9.00pm, Monday to Friday, or hours otherwise agreed in accordance with subclause 5.6(b).
  - (i) Employees employed pursuant to the terms of this Agreement shall not have their existing hours of work altered other than by agreement between the parties.
  - (ii) 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
  - (iii) Where an Employee agrees, the normal hours may be carried up to 40 hours per week. In this instance the employee's salary will be increased on a pro rata basis
  - (iv) Where an Employee currently employed with normal hours of work of 40 per week, joins the collective he/she may agree to retain normal weekly hours of 40 per week.

(b) Varying the Normal Work Hours

Both parties recognise that, from time to time, there will be a need to create positions with a regular requirement to work outside the normal hours of work specified in subclause 5.7 (a).

- (i) Employees employed pursuant to the terms of the Agreement shall not have their existing hours of work altered other than by agreement between the parties. The local TEU Organiser shall be included in this consultation
- (ii) Where there is a demonstrated need to employ staff, employed under the terms and conditions of this Agreement, outside of the normal hours specified in subclause 5.7(a) Otago Polytechnic will develop a written proposal to be discussed with TEU at an early stage. Such a proposal may be for groups of staff or individual staff. The proposal will be sent to the Assistant Secretary of TEU who will discuss the proposal with appropriate representatives of the Branch Executive. TEU commits, where possible, to return a written response within ten working days. Agreement to the proposal will not be unreasonably withheld.

(c) All employees will be allowed a rest period of ten minutes duration in the morning and afternoon and in the evening.

(d) Community Learning Facilitators shall be employed on the following terms:

Normal hours of work shall be 37.5 per week, worked any five days of the week. The five days shall be consecutive. Two consecutive days "weekend" will be guaranteed. Hours worked beyond the 37.5 in a week or 7.5 in a day shall be paid at the overtime rate as set out in subclause 5.8

## 5.8 Overtime

(a) Overtime hours are all hours worked in excess of the normal hours of work.

Minimum break between spells of duty:

- 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.

(b) Wherever practicable, no employee shall be required to perform unbroken work.

(c) If unbroken work is performed it shall be paid at overtime rates, with regard to the time at which it occurs and the amount of overtime which precedes it.

(d) 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.

(e) Subject to subclause 5.8(h), employees shall, by mutual agreement, be compensated for authorised overtime by either of the following options:

- (i) Time off in lieu of overtime (reserve time) to be taken as one and a half hours for each hour worked.
- (ii) The payment of all overtime hours at time and a half, except that double time shall be paid for all overtime worked as follows:
  - (iii) Sundays; and
  - (iv) Whole holidays as defined in clause 6.4
- (f) An employee required to work overtime on a Saturday, Sunday or whole holiday shall be paid a minimum payment equal to three hours at the appropriate rate.
- (g) Functions Assistants shall be paid:
  - Normal time rates between 7am and midnight from Monday to Saturday.
  - Time and a half for any hours worked over 8 hours from Monday to Saturday
  - Time and a half for any hours worked after midnight or before 7am Monday to Saturday
  - Double time for any hours worked on a Sunday
- (h) An employee who receives in excess of the following rate shall not be entitled to overtime payments:

As from 01 April 2019 \$63,911  
As from 01 April 2020 \$65,190
- (i) Computation for overtime and penal rates  
For the purposes of calculating the hour rate, annual salary shall be divided by 2080 for a 40 hour week, and 1950 for a 37.5 hour week.

## 5.9 Call Back

- (a) Subject to the provisions of subclauses 5.9(a) and 5.9(b) below, where an employee is called back to work after:
  - (i) completing the day's work; and
  - (ii) leaving the place of employment; or
  - (iii) 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.
- (b) A call back, which commences and finishes within the minimum period covered by an earlier call back, shall not be paid for.
- (c) 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 later call back.



## 5.10 Technician Lecturer

A technician lecturer is an employee permanently working as a technician who is also employed to lecture on a proportional basis. Generally these employees work 37.5 hours per week with occasional peaks in excess of this to cover academic duties.

- (a) Base teaching commitments are to be discussed, timetabled and agreed in writing by all parties at least two weeks before the teaching year begins. The hourly rates for both the technical work and the lecturing work will be averaged and paid as one salary throughout the calendar year. Tax will be applied at the single taxation rate.
- (b) Teaching workloads will be reviewed quarterly with appropriate adjustments to salary.
- (c) Technician lecturers will teach for no more than 0.5 of a full time position and will earn discretionary leave, for all hours above 0.2, on a pro rata basis up to a maximum of ten days.
- (d) Professional development leave of ten days will be available to all technician lecturers.



## **PART 6 – LEAVE**

### **6.1 Limitations of Leave Provisions**

The following leave provisions do not apply to casual ASMs and shall be limited as specifically provided in other cases.

### **6.2 The Leave Year**

- (a) The leave year shall be 01 January - 31 December.
- (b) Annual leave accruing in the course of the "leave year" shall be taken from 01 February of that year to 31 January of the following year.

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

For any ASM in the polytechnic, absence for any session (being a morning, afternoon or evening session) in one day shall count as absence for one half-day but absence for two or more sessions in one day shall count as absence for one day.

### **6.4 Statutory and Polytechnic Holidays**

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
- The day after Boxing Day (General Staff Only)
- Good Friday
- Easter Monday
- Tuesday immediately following Easter (Polytechnic holiday)
- Anzac Day (or the Monday immediately following ANZAC day when this day falls on a Saturday or Sunday)
- The Sovereign's birthday observance
- Waitangi Day or the Monday immediately following Waitangi Day when this day falls on a Saturday or Sunday)
- Labour Day (the fourth Monday in October)
- For General staff and Non-Teaching ASMs the three days after Boxing Day shall be observed as whole holiday and shall be deemed to be Polytechnic Holidays subject to staff members using their annual leave as per OP Policy. Should that not be the case the additional days may be forfeit for that year
- Observance of Anniversary Day. Anniversary Day shall be observed on a Monday closest to the 23 March except where that is Easter Monday in which case it shall be observed on the Thursday prior to Easter
- Easter

Payment of staff required to work on statutory holidays is to be made at time and a half, the rate normally applicable.

Where Waitangi Day and ANZAC day fall on a Saturday or a Sunday the following Monday will be observed as a Statutory Day.

## 6.5 General Staff Time Off for Working on Public Holidays

- (a) Any general staff employee may be required to work on any of the public holidays (or substituted succeeding days) set out in clause 6.4
- (b) If an employee is required to work on a public holiday (or substituted succeeding day), then he or she will be paid at double time rates for the time worked.
- (c) If an employee is required to work on a public holiday or substituted succeeding day (with the exception of, the day after Boxing Day, and the Tuesday immediately following Easter) he or she will be entitled to an alternative holiday at a time decided by the employer

## 6.6 Annual Leave

- (a) ASMs, Community Learning Facilitators and Research and Teaching Assistants

ASMs shall be entitled to take five weeks of annual leave each year.

- (i) ASMs are entitled to not less than four weeks of leave in one block but may agree to shorter blocks of time. Any statutory holidays which fall within that four week block may constitute part of the four week block but will be credited as untaken annual leave days.
- (ii) The remainder shall be taken in periods of not less than one day at a time.
- (iii) Within the above constraints the timing of annual leave shall be fixed having regard to the operational requirements of the polytechnic, provided that such timing shall not prevent the ASM taking the leave entitlement in the current leave year.

- (b) General Staff

With the exception of casual/part-time staff employed for less than a year, general staff with less than or equal to five years' service shall be entitled to four weeks annual leave. General staff employed for less than a year on a casual or part-time basis shall receive four weeks leave paid fortnightly at 8% from 01 April 2007 of their total earnings.

Staff with more than five years' service shall be entitled to five weeks annual leave.

- (c) After the completion of five years' service, general staff shall be entitled to five weeks annual leave.
- (d) If a general staff member becomes entitled to 5 weeks leave prior to 30 May then in the year the entitlement falls due the three days between Christmas and New Year shall be regarded as annual leave and reduce their entitlement accordingly. If a general staff members becomes entitled to 5 weeks leave after the 30 May, in the year the entitlement falls due the 3 days between Christmas and New Year shall be paid holidays and shall not reduce their annual leave entitlement.
- (e) Leave carried forward  
Staff members may apply for approval to carry forward leave of up to ten working days, for up to one year.

## 6.7 Discretionary Leave

- (a) Each ASM shall be entitled to four weeks per leave year which shall be used at the ASM's discretion, and shall not be duty with the following exceptions:
  - (i) up to three weeks for initial ASM training as provided in Part 7 of this CA;
  - (ii) Any ASM 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 ASM discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.
- (b) ASM discretionary leave shall be used in blocks of not less than one week, unless the ASM consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic.
- (c) Discretionary Leave will not apply to non-teaching academic staff members.
- (d) Exchange of Discretionary Leave
  - (i) The employer and the employee may agree to exchange or convert the quantum of discretionary leave either in full (i.e. four weeks per leave year) or in part (but not less than one week). The employee will be advised of his/her right to seek advice from TEU prior to any agreement. No employee will be required to exchange or convert his or her discretionary leave.
  - (ii) This agreed exchange would be for a fixed period and for an agreed purpose. On expiry of the agreed term the employee's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new agreement is signed. This is in accordance with the Research and Study Leave Policy 1101.
  - (iii) Where discretionary leave is exchanged for salary the employee shall be compensated at the rate of 2% of salary for each week exchanged.
  - (iv) Up to four weeks of the discretionary leave may be accumulated to be exchanged for industry refresher leave or research and study leave; this exchange shall be on a week for week basis. In such cases the employee may not be required to produce research or other forms of outcomes unless the employee is also in receipt of a grant for which the polytechnic requires a specific outcome.
  - (v) The exchange or conversion of discretionary leave does not affect the workload provisions relating to teaching days or teaching hours.
  - (vi) The exchange or conversion of discretionary leave shall only have application to the employee who has agreed in writing to the agreed terms. Other employees shall continue to be covered by subclauses 6.6 (a), (b), (c).
  - (vii) Should discretionary leave be exchanged for an employee at the commencement of his or her employment, such exchange shall not remove the requirements relating to professional development for a permanent employee without significant prior teaching experience. In the case of such an employee not demonstrating the required capabilities through an appropriate Recognition of Prior Learning (RPL) process, the employer shall make available to the employee the time necessary (up to 12 weeks) in order to undertake the

professional development required. In such circumstances the employer shall make the time required for professional development available to the employee by sufficient reduction of TTH.

## **6.8 Provision and Calculation of Annual and Discretionary**

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.

## **6.9 Annual and Discretionary Leave Plan**

Each Employee will provide a plan by 1 March each year which will set out planned periods of leave. In the absence of a leave plan a default plan will be provided by the employer. Periods of discretionary leave and annual leave may be continuous. Annual leave and discretionary leave as provided for in the leave plan shall be deemed to have been taken unless a variation of the plan has been agreed with the Employer, in writing. Requests for variation of the plan will be considered in line with operational requirements. Permission to vary plans will not be unreasonably withheld.

## **6.10 Annual and Discretionary Leave for ASMs with Short Service**

- (a) Combined leave for ASMs who have less than 12 months' full service in any one 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 subclause (a) of this clause, where ASMs are entitled to annual leave only or reduced 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:
  - Five weeks' leave entitlement = .11 of the period worked less any leave taken.
  - Six weeks' leave entitlement = .14 of the period worked less any leave taken.
  - Seven weeks' leave entitlement = .16 of the period worked less any leave taken.
  - Eight weeks' leave entitlement = .18 of the period worked less any leave taken.
- (c) ASMs with short service shall retain sufficient leave to cover any periods when the polytechnic is closed.

- (d) ASMs with short service who have not been granted leave since appointment shall be paid in full for the periods 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.

### **6.11 Casual Staff**

- (a) Holiday pay for casual or temporary staff will be paid in accordance with the Holidays Act 2003. Payment for statutory holidays shall be made only if the staff member would have worked on the day.
- (b) Any employee may be required to work on any of the whole holidays (or substituted succeeding days) set out in clause 6.4.
- (c) If an employee is required to work on a statutory holiday (or substituted succeeding day), then he or she will be paid at double time rates for the time worked.
- (d) If an employee is required to work on a statutory holiday or substituted succeeding day (with the exception of, the day after Boxing Day, and Tuesday immediately following Easter he or she will be entitled to a compensatory paid day off at a time decided by the employer.

### **6.12 Travelling Time for Leave Purposes**

Where specifically provided in this Agreement, travelling time with pay for a period of 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 ASM 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.

### **6.13 Special Leave without Pay**

Except as specified elsewhere in this Agreement, special leave without pay, not exceeding two years, may be granted to a staff member by the employer.

### **6.14 Sick Leave**

ASMs

- (a) An ASM who is granted on application leave of absence on account of sickness or injury not arising out of, or in the course of, the ASM's employment, shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the scale set out in the following table. The periods of sick leave due at any time shall be the amount specified in the following table, less the total amount of sick leave with pay that the ASM has already taken during her/his teaching service:



**Length of Service** (Aggregate period for which sick leave on pay may be granted during service)

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

- (b) An ASM may be required to provide a medical certificate for any absence beyond five days.
- (c) Recognised service for staff employed prior to the commencement of this Agreement shall continue to be recognised for the purpose of sick leave entitlement.
- (d) Any statutory holiday which occurs within an unbroken sick leave period is not counted for purposes of calculating sick leave usage.
- (e) Any weekend which occurs within an unbroken sick leave period is to be counted for purposes of calculating sick leave usage.
- (f) In exceptional circumstances the employer may grant sick leave with pay in excess of the periods prescribed in the scale set out in subclause (a) above in anticipation of future entitlements provided that no extension may be granted beyond 306 days.
- (g) For the purposes of subclause (a) above, disregarded sick leave not exceeding an overall aggregate of two years may be granted by the employer.
- (h) Notwithstanding subclause (a) above a limited tenure ASM has a sick leave entitlement on the basis of service completed since the last date of tenured or permanent employment.

**GENERAL STAFF**

- (a) An employee who is absent due to sickness shall advise the employer of such as soon as it is practicable.
- (b) An employee may be required to provide a medical certificate for any absence beyond five days.
- (c) The period of leave to which an employee is entitled shall be as follows:
  - (i) From commencement of employment an employee shall be entitled to ten days sick leave per annum (on full pay).
  - (ii) This leave can be accumulated to a maximum of 300 days.
  - (iii) An employee is entitled to utilise up to thirty days (three years) of their sick leave entitlement from the date of their employment commencement. In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in clause (c)

above. Should employment be terminated or notice of resignation received prior to entitlement of sick leave used in advance, it may be deducted from the employee's final pay at the employer's discretion.

### **6.15 Wellness Day (General Staff)**

General staff members are entitled to take one day of sick leave per annum as a wellness day. The day shall be planned in advance and agreed with the employer, to which agreement will not be unreasonably withheld. The use of the day is at the employee's discretion though the timing must suit the operational needs of the employer. The day will be debited against sick leave though the employee will not be deemed to be sick.

### **6.16 Sick Leave for Employees Citing Stress**

TEU and Otago Polytechnic agree that they shall work together to develop strategies for return to work and assist return to work as early as possible for any staff member who cites work related stress as a causal factor for the use of sick leave.

### **6.17 Sick Leave for Casual ASMs**

Casual ASMs shall be entitled to five days sick leave each year in accordance with the Holidays Act, to be used for sick leave, sickness of spouse or dependant, or bereavement.

### **6.18 Domestic and Paternity Leave**

- (i) The employer may grant a staff member leave on pay as a charge against a sick leave entitlement when the staff member must be absent from work to attend to a member of the household who through illness becomes dependent on the staff member. Members of the household may include the staff member's family or household. The production of a medical certificate or other evidence of illness may be required.
- (ii) When an employee has run out of sick leave the employer may agree to the taking of anticipated sick leave, use of annual leave or extended sick leave without pay.
- (iii) Domestic Leave may also be used for periods of up to 10 working days as Paternity Leave as described in the Parental Leave and Employment Protection Act 1987 and its amendments. This leave is available to both fathers and same sex partners and shall be deducted from sick leave entitlement.

### **6.19 Disregarded Sick Leave**

Disregarded sick leave is 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 Injury Prevention, Rehabilitation and 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 Rehabilitation and Compensation Insurance 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 staff member is working, or when a staff member contracts an illness through contact in the course of her/his duties;

- (b) Epidemic Disease - when an epidemic occurs, the sick leave of the staff members who contract the disease shall be disregarded for the time necessary for the disease to run its normal course;
- (c) Infectious Diseases - when a staff member contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending the polytechnic, leave will be disregarded for the period covered by the direction. In the case of hepatitis, however, the period of disregarded sick leave is the time that the staff member's doctor decides is necessary for the staff member to remain away from the polytechnic.

## **6.20 Special leave for Family Reasons**

- (a) A staff member may be granted leave for family reasons with or without pay in the following circumstances:
  - (i) Marriage of a close relative;
  - (ii) Other important family occasions.
- (b) This provision shall be administered in a culturally sensitive manner and approval shall not be unreasonably withheld.
- (c) Travelling time with pay may be allowed in terms of clause 6.12.

## **6.21 Bereavement/Tangihanga Leave**

- (a) Death in New Zealand or Overseas – A staff member shall be granted special bereavement leave on full pay to discharge her/his obligation and/or pay her/his respects to a deceased person with whom she/he 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 Tangihanga, or its equivalent.
- (b) If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted as above. This provision will not apply if the employee is on leave without pay.
- (c) Following pregnancy loss the employee is entitled to three days bereavement leave to be paid in accordance with the Holidays Act 2003.

In addition to the clause above, managers have discretion to grant up to three days further bereavement leave.

- (d) In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (i) The closeness of the association between the staff member and the deceased (Note: This association need not be a blood relationship);
- (ii) Whether the staff member has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (iii) The amount of time needed to discharge properly any responsibilities or obligations;
- (iv) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (v) A decision must be made as quickly as possible so that the staff member is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (vi) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

## **6.22 Parental Leave**

### **(a) Background**

Parental Leave is unpaid leave of absence from work. These contractual parental leave provisions apply only to tenured or limited tenure staff members appointed for more than 12 months. Other staff members are entitled to parental leave in accordance with the parental Leave and Employment Protection Act 1987 and its subsequent amendments.

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

### **Notice required to take Parental Leave**

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



- (d) Staff members who wish to take parental leave within 12 months of ending a period of parental leave in respect of another child must apply to the CEO of the polytechnic for permission to take the further period of leave. Permission is at the sole discretion of the CEO and is not available as of right. Permission will not be unreasonably withheld but, if granted, may be subject to such individual conditions as the CEO deems reasonable.
- (e) Annual leave accrued during parental leave is paid at 52 week earnings average therefore staff are encouraged to use that leave (at it's low value) prior to returning to work
- (f) Leave accrued after return to work from parental leave will be paid at the ordinary weekly rate rather than the lower 52 week average

### **Duration of leave:**

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

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

Return to work:

An employee must give the employer at least one 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.

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

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

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

Failure to Return to Work

If a staff member fails to return to work or take up work offered during a period of preference, then the staff member's employment is deemed to be at an end.

Temporary Replacements

Where a staff member is employed to temporarily replace a staff member on parental leave, he or she must be informed that the employment is temporary to replace an employee on parental leave and the circumstances under which the employee can return to work early. The temporary staff member must also be advised of the notice that will be given in the event of an early return to work.

Sick leave during pregnancy:

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

Annual leave:

Parental Leave does not affect continuity of service for calculation of contractual entitlements. If the staff member is a member of a superannuation scheme, the taking of leave does not relieve them from the obligation to make contributions. Annual Leave will continue to accrue when an employ is on parental leave. An employee on parental leave may carry over ten days of annual leave to be used after they return to paid employment.

Parental Leave Grant

A parental leave grant shall be payable to an employee on production of the certificate of the birth of the child (whether live or still born) or on production of an approved adoption/whaangai placement.

The grant will be equivalent to six weeks full salary at the employee's substantive rate of pay. A female employee who has, because of pregnancy, temporarily reduced proportionality, will be paid the grant at the rate and proportion that existed immediately prior to the temporary reduction in hours. If the rate of salary payable at the date of birth or placement is later subject of a retrospective increase, a sum representing six times the weekly increase shall be payable to the employee.

The full parental leave grant equivalent to six weeks salary as above will be payable regardless of whether the employee returns to work before the expiry of six weeks parental leave. Receipt of salary will not affect the payment of the full grant.

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

If both partners are employed at the institution and are eligible for paid leave, they are entitled to six weeks' grant between them and the grant will be evenly apportioned between them.

## **6.23 Special Leave**

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

- (a) Cultural, community and sporting activities, involving national or provincial representation;

- (b) Educational activities pertaining to a staff member's 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;
  - (iii) Upgrading qualifications at the request of the employer;
  - (iv) Marriage of the staff member;
  - (v) Involvement in recognised civil defence and search and rescue activities;
  - (vi) Attendance at meetings of recognised local authorities as a member;
  - (vii) Attendance, as a duly appointed representative of the union, at meetings of TEU;
  - (viii) Attendance at approved union education courses.

## **6.24 Leave for Approved Statutory Authorities**

- (a) An employer shall grant leave on full pay to a staff member who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the staff member from the authority shall be paid to the polytechnic:
  - (i) A polytechnic council;
  - (ii) A university council;
  - (iii) Government Superannuation Board;
  - (iv) NZ Qualifications Authority;
  - (v) Disputes and grievance committees established under Part 10 of this Agreement or any other bodies replacing them in function;
  - (vi) Hearings of the Employment Court or any body established to replace the Employment Court;
  - (vii) ITP Quality
  - (viii) Jury Service

Any full time, proportional, or part time staff member 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 employee will reimburse to the Polytechnic all payments received from the court excluding any reimbursing payment for travel, accommodation or meals.

An employee shall return to work as soon as possible if not selected for Jury Service.

If Jury Service will significantly compromise the Polytechnic's operational requirements, the Polytechnic may require the employee to seek exclusion from Jury Service and the Polytechnic will supply a written letter of support for that application for exclusion.

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

## 6.25 Leave for Union Business

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

## 6.26 Long Service Leave General Staff

(a) Subject to the provisions of sub clauses (b) to (e) below, an employee shall on the completion of 20 years' continuous service, be granted four weeks' long service leave with full pay. As of 01 January 2006, Long Service Leave shall be earned as follows:

- Staff who have completed 10 years service shall be entitled to two weeks Long Service Leave.
- Staff who have completed 15 years service shall be entitled to an additional two weeks Long Service Leave
- Staff who have completed 20 years service shall be entitled to an additional two weeks Long Service Leave

The above change shall apply to all staff who, after 01 July 2005, become entitled to Long Service Leave based on their anniversary date.

- (b) Long service leave shall be granted no more than once to any employee.
- (c) Long service leave shall be taken in a single period.
- (d) Subject to the provisions of clause 6.25(f) below, long service leave shall be forfeited if not taken within five years of the entitlement becoming due or before the date the employee relinquishes office.
- (e) An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.
- (f) An employee who is working reduced hours or is employed part-time and who takes long service leave shall receive a pro rata reduction of salary while on leave but not of the number of leave days.
- (g) If an employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's partner or the estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the employee in respect of long service leave.

## 6.27 Retiring Leave for General Staff

The following sections apply to staff who were employees of Otago Polytechnic at 01 July 1993.

- (a) The following shall be entitled to retiring leave as set out in Schedule F (1.0). Retiring leave shall be calculated on a pro rata basis according to the employee's record of service.

Full time employees who have established eligibility for retirement on medical grounds. Such employees shall be entitled to retirement leave of 65 working days where the length of service does not exceed twenty-five years, and retirement leave in accordance with Schedule F (1.0) otherwise.

- (b) For employees whose services are dispensed with through no fault of their own, before they retire, the employer will consider granting retiring leave in accordance with this table:

<b>Qualification Required</b>	<b>Retiring Leave (working days)</b>
Completion of fifteen years' service	65 days
Completion of ten and under fifteen years' service	44 days
Completion of five and under ten years' service	22 days

- (c) Instead of granting retirement leave as above, an employer may, on application from the employee, pay a lump sum equivalent in value to that leave.
- (d) An employee who has more than twenty years' continuous service, or is eligible to retire on the grounds of service shall be entitled to anticipate retiring leave in terms of Schedule F (2.0).
- (e) On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependants or the estate of the deceased employee.

## 6.28 Resigning Leave (General Staff)

The following sections apply to staff who were employees of Otago Polytechnic at 01 July 1993.

- (a) Resigning leave, as set out in Schedule F (3.0), may be granted to full time employees who resign their position.
- (b) The amount of resigning leave granted to any person shall be reduced by the amount of any long service leave taken by that person.
- (c) Resigning leave shall be calculated on a pro rata basis according to the employee's record of service.

## 6.29 Holiday Falling During Period of Leave

- (a) **Leave on pay** - where a holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday, which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave taken after the employee has ceased to work prior to leaving the service, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.
- (b) **Leave without pay** - an employee shall not be entitled to payment for a holiday during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed. This applies to both sick and military leave without pay.
- (c) **Leave on reduced pay** - an employee shall be paid at ordinary time rate for a whole holiday falling during a period of reduced pay.



## **PART 7 – TRAINING AND PROFESSIONAL DEVELOPMENT**

This section is to be read in conjunction with Schedule I which identifies a number of Otago Polytechnic policies that have a connection to professional development.

### **7.1 Intent**

The following provisions recognise the commitment that the employer has to provide ongoing professional development opportunities and support for staff members. These opportunities will facilitate staff members continuing to develop their competencies as educators as well as specialists in their own subject areas.

### **7.2 Training**

- (a) Every tenured ASM shall undergo recognised ASM training which will be for up to 12 weeks provided that ASMs with appropriate prior training or experience may have this recognised as fulfilling all or part of the requirements of this clause.
- (b) Appropriate training opportunities for limited tenure ASMs shall be provided having regard for the length of their appointments.
- (c) Up to three weeks of discretionary leave may be used for initial ASM training during the probationary period.
- (d) ASMs in their first year of employment in the polytechnic may be required to use up to five days of professional development time in meeting the requirement for training set out above.
- (e) New employees, who do not already hold a recognised teaching qualification, are required to complete a teaching qualification (minimum CAT level 5) within their first three years of employment. Staff will be given time release and fees will be covered by Otago Polytechnic. Existing staff, who do not hold a teaching qualification will be encouraged and supported to complete a teaching qualification.

### **7.3 Professional Development**

- (a) Each general staff member will be allocated five days professional development leave per year, reduced on a pro-rata basis for periods of employment of less than a full year.
- (b) ASMs, Research and Teaching Assistants and Community Learning Facilitators shall be allocated ten duty days for professional development activities in each full year for which they are employed reduced on a pro-rata basis for periods of employment of less than a full year.
- (c) Professional development leave will be allocated subject to:
  - (i) The submission by the staff member of a proposed programme of development activities which accounts for this time or its equivalent;
  - (ii) The approval of the employer for such programmes, but approval shall not be unreasonably withheld;



- (iii) Reasonable notice being give of proposed activities and the timing of the programmes being negotiated with due regard to the polytechnic's operational requirements;
  - (iv) Where an ASM undertakes approved professional development in their own time for the equivalent of the allocated duty days, they shall use the allocated days at their discretion provided the provisions of subclause (iii) apply.
  - (v) On the job training is part of normal work time and not to be deducted from the professional development days
- (d) Provided that the requirements of subclause (c) (iii) of this clause are met the following activities shall be approved as part of a programme:
- (i) Attending staff development or training programmes sponsored or run by the polytechnic or TEU;
  - (ii) Attending work related conferences;
  - (iii) Undertaking work related study of not less than two weeks in the case of academic staff and one week in the case of general staff.
- 
- (e) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the staff member may be required to undertake such duty as the employer directs for any part or all of the five/ten days so affected.
- (f) The Employer may allocate a grant-in-aid towards expenses. Provided operational requirements can be met, an allocation of additional time may be granted.
- (g) Professional development days may be accumulated if there is written agreement between the employer and the staff member according to any conditions which may be agreed between the employer and the staff member.
- (h) Any staff being required to change their mode of delivery to e-education (or other flexible modes) will receive suitable training in the use of the new technology required and will be provided with appropriate technical support.
- (i) Professional development opportunities will be provided to ensure transition into e-teaching is informed by relevant e-education literature, pedagogy and standards of good practice.
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## **PART 8 – ALLOWANCES, EXPENSES AND GRANTS**

### **8.1 Employment Related Expenses**

- (a) The parties agree that employees should not have to incur personal costs as a result of the requirements of the employer under the circumstances described in this part of this Agreement.
- (b) The employer shall apply the provisions outlined below in accordance with institutional procedures.

### **8.2 Travelling Allowance**

- (a) A staff member required to travel within New Zealand on official business shall be paid a travelling allowance within the following parameters.
- (b) The written approval of the employer or delegated authority is required prior to any expenditure within (i) (ii) and (iv) below:
  - (i) Approved actual and reasonable accommodation and travel costs on proof of payment;
  - (ii) Actual and reasonable meal costs up to \$80.34 as at 01 April 2019 for each completed 24 hour period, on proof of payment, then \$81.95 as at 01 April 2020;
  - (iii) An incidental allowance of \$10.30 as at 01 April 2019 for each 24 hour period or part thereof, then \$10.51 as at 01 April 2020;
  - (iv) An allowance of \$51.50 as at 01 April 2019 per night when staying privately, then \$52.53 as at 01 April 2020.

### **8.3 Meal Allowance**

When a staff member's required hours of duty span two meal breaks the staff member shall be paid one meal allowance of \$16.48 as at 01 April 2019 and \$16.81 as at 01 April 2020 for the term of the agreement. The standard meal breaks shall be breakfast, lunch and dinner.

### **8.4 Tea Allowance**

The employer shall provide free morning and afternoon tea to employees.

### **8.5 Transport Allowances**

- (a) An employee authorised to use his/her private motor vehicle on official business shall be paid a motor vehicle allowance in accordance with the Department of Inland Revenue mileage rates.
- (b) This rate will be adjusted in accordance with the current published Department of Inland Revenue mileage rates.
- (c) Employees 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, the employer shall pay the difference between home and fixed base and home and variable base, in accordance with and as defined by polytechnic policy.



## 8.6 Tool Allowance

Otago Polytechnic will provide all staff with the tools necessary to carry out their job.

## 8.7 Relocation Expenses

- (a) Relocation expenses shall be paid when a staff member's normal place of work, within the polytechnic, is moved at the employer's instigation, to a location out of the local area and the staff member elects to relocate within 12 months of the change in workplace.
- (b) The Polytechnic shall pay actual and reasonable costs of relocation directly to the providers of services. Relocation expenses are to be invoiced and paid directly by the employer and not reimbursed. Such costs to include:
  - (i) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
  - (ii) packaging, freight and storage of furniture and personal effects;
  - (iii) travel costs for the staff member's immediate family and other dependent members of the household;
  - (iv) Legal fees and land agent's commission 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);
  - (v) Any penalty attached to the early repayment of the mortgage.
- (c) Where relocation expenses are paid the maximum payment shall be \$26,522.50 as at 01 April 2019, \$27,052.95 as at 01 April 2020.
- (d) In any case other than that specified in subclause (a) a payment towards relocation expenses may be made by agreement at the time of making the appointment in line with existing policy.

## 8.8 Reimbursements

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

- (a) Subscriptions to professional associations where membership is mandatory.

Reimbursement shall be made to proportional and fulltime staff members for the cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the staff member has been employed, or to maintain membership of a recognised professional association in terms of subclause (a) of this clause.
- (b) Expenses incurred in attendance at courses or conferences required by the employer. Reimbursement shall be for actual and reasonable expenses agreed in writing prior to travel for travel and the daily travelling allowances set out in clause 8.2 of this CA shall be paid.
- (c) Transport of students because of sickness or other exceptional circumstances.

- (d) Travelling away from the polytechnic on polytechnic business and curriculum activities.
- (e) Loss or damage to personal property or clothing in the course of duty, provided that this is not the result of the staff member's negligence or misconduct, and provided that, where appropriate, payment may be less than replacement cost.
- (f) Expenses incurred attending courses at employer approved training venues 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 staff member at the course centre over the weekend;
  - (ii) In addition, a staff member 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.
- (g) Expenses incurred in attendance at approved meetings outside the normal hours of duty which may be required of a staff member.
- (h) Temporary relocation of staff members - In special circumstances, e.g. rebuilding of a polytechnic, where the work location of staff is temporarily relocated, staff members may be reimbursed for additional expenses incurred in this situation.

Payment shall be on the basis of public transport.
- (i) Expenses incurred in caring for dependants - When an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where the situation is such that the employee cannot make alternative arrangements for the care of her/his dependants without incurring extra expenses.

## **8.9 Compassionate Grant on Death of Employee**

- (a) Upon the death of a tenured employee, the employer may pay to the estate of the employee an amount as follows:
  - (i) For an employee with ten years' and under twenty years' service, one-twelfth of the annual salary;
  - (ii) For an employee with twenty years' service or more, one-eighth of the annual salary.

## PART 9 – HEALTH, SAFETY AND WELLBEING

### 9.1 Accident Compensation

Attention is drawn to the Accident Prevention Rehabilitation & Compensation Act 2001. The provisions of this Act shall apply.

Sick Leave Entitlement arising from Accident Compensation:

- (a) Sick leave entitlement under this Agreement shall not be used in respect of absence on work accident leave;
- (b) In respect of a non-work accident, leave with pay shall be:
  - (i) a charge against sick leave entitlement for the first week; and
  - (ii) after the first week and for a period of up to 26 weeks from the date of the accident, the difference between the ACC payment rate and the staff members normal pay shall be made as a charge against the sick leave entitlement;
  - (iii) leave without pay shall be granted when sick leave entitlement has been exhausted.

### 9.2 Hearing Protection

- (a) Where, in the opinion of the employer, a staff member is working in noisy conditions which are likely to cause impairment to the hearing of the staff member, and it is not practicable to prevent exposure to the noise, the staff member shall be supplied with a personal ear protection device of a type approved by the Medical Officer of Health.
- (b) Subclause (a) shall be applied in the following manner:

Earplugs or ear muffs shall be provided for use in accordance with noise levels recommended by the appropriate Health Authority as follows:

- (i) In noise levels in excess of 84 decibels - earplugs or ear muffs;
- (ii) In noise levels in excess of 104 decibels - ear muffs;
- (iii) The maximum allowable daily exposure with earmuffs shall be:

<b>Intensity (DB)</b>	<b>Max. Daily Exposure</b>
115	8 hours
118	4 hours
121	2 hours
124	1 hour
127	30 minutes
130	15 minutes

### 9.3 Safety Glasses

- (a) Where, in the opinion of the employer, a staff member is working in an "eye danger" area the staff member shall receive a personal issue of standard neutral safety glasses.
- (b) Where, in the opinion of the employer, a staff member who ordinarily wears optical glasses at work is occasionally engaged on work in an "eye danger" area, the staff member shall be supplied for the time engaged on such work,

with especially hardened neutral "clip on" type safety glasses to be worn over normal glasses.

- (c) Where, in the opinion of the employer, a staff member who normally wears optical glasses at work is required to work, constantly or for a substantial time in an "eye danger" area, the staff member shall be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, at the expense of the employer, up to a level agreed between employer and employee.
- (d) Where a staff member is in an "eye danger" area and has been issued with neutral safety glasses, and who is in the opinion of the employer required to wear the glasses constantly or for a substantial time, is found to have a refractive error of her/his eyesight, the ASM shall be fitted by an optometrist with a pair of specially hardened optically correct lenses fitted in a safety frame, at the expense of the employer, up to a level agreed between employer and employee.
- (e) In the case of subclauses (c) and (d) of this clause, the glasses shall become the property of the staff member, provided that if the staff member resigns within three months of being issued with the glasses the cost of them may be recovered from the staff member.

#### **9.4 Protective Clothing**

Staff members shall be issued with protective clothing under the following circumstances:

- (a) Where in the opinion of the employer, the nature of a staff member's work is more than normally destructive to clothing, suitable protective clothing shall be issued;
- (b) Protective clothing may be issued on a permanent basis or on a temporary loan as is decided by the employer;
- (c) Protective clothing issued on temporary loan shall be laundered at the employer's expense.

#### **9.5 Issue of Uniforms**

- (a) Where, in the opinion of the employer, a staff member is required to wear a uniform, sufficient and adequate uniforms shall be issued to enable the staff member to perform required duties.
- (b) All uniforms so issued shall remain the property of the employer and shall be replaced on a fair wear and tear basis.
- (c) All uniforms and capes soiled in the course of duty shall be laundered or dry cleaned, at the employer's expense.

#### **9.6 Safety Footwear**

The following conditions shall apply to all occupational classes.



- (a) An eligible employee is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.
- (b) Where an eligible employee, with the employer's approval, buys their own safety footwear and produces a receipt to the employer, they may be reimbursed the actual and reasonable costs (subject to subclause 9.6 (d) below if they resign) up to the annual maximum specified in Schedule G (2.0).
- (c) The entitlement to this reimbursement payment shall be limited to one per year except that in those instances where the employer is satisfied that due to genuine wear and tear an employee's safety footwear should be replaced within the one year period, the employer may reimburse the employee for an additional pair of safety footwear in terms of subclause 9.6(b) above.
  - (i) No more than two pairs of safety footwear will be reimbursed in any one year and the cost of the second pair shall be reimbursed only on the production of the worn out boots, which shall remain with the employer.
- (d) An employee who has been reimbursed for the purchase of safety footwear and who ceases to be employed before completing 12 months continuous service shall refund to the employer 1/12<sup>th</sup> of the reimbursing payment for each uncompleted month of the 12 month period.
- (e) The employer's consent is required prior to purchase.

## **9.7 Immunisation – Hepatitis B**

- (a) The parties agree in principle the responsibility for pre-exposure immunisation of employees rests with the employer, advised as necessary by the appropriate Health Authority.
- (b) In situations where the staff members may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. If immunisation is deemed to be appropriate the employer shall meet the cost of immunisation.
- (c) In all situations where a risk of being infected by the hepatitis B virus exists it shall be the duty of the employer to require safe working practices on the part of the staff member and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

## **9.8 Working Conditions**

- (a) The good employer provisions of the State Sector Act 1988, sections 79 to 80 or any amendment or Act passed in substitution of this Act shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of individual staff members.
- (b) The provisions of the Health and Safety in Employment Act 1992 and amendment 2002 shall apply insofar as they relate to the working conditions of employees.



## **PART 10 – ORGANISATIONAL CHANGE**

### **10.1 Consultation and Cooperation**

- (a) The parties to this Agreement commit themselves to identifying ways of continuing to improve the consultative process.
- (b) The National Secretary and the President of the local branch of TEU will be notified by the employer:
  - (i) at any early stage of any review by Otago Polytechnic of the whole, or part of the polytechnic's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing staff member.
  - (ii) when there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of the existing staff member.
- (c) The employer will provide the union with an opportunity to be involved in any review. An agreed time frame will include a minimum of 28 calendar days to ensure TEU and the employees can prepare individual or collective submissions to the employer. The consultation timeframe will be extended by the length of any periods of standard, approved leave which fall during that time. Should the review confirm a surplus staffing situation, individuals who might be affected shall be advised in writing of this and of their right to assistance from TEU.

### **10.2 Surplus Staffing Provisions**

- (a) Intent

The employer recognises the serious consequences that the loss of employment can have on individual staff members and seeks to minimise those consequences by means of this Agreement. These provisions apply to staff members who for all intents and purposes have an ongoing expectation of employment. They will not apply to staff members who have reached the expiry of a limited tenure appointment made in accordance with subclause 3.1(d) of this Agreement or to part-time staff members.

- (b) Definition

A surplus staffing situation exists when as a result of reduction in funding, course demands, organisational changes or other identified factors the employer requires a reduction in the number of staff members.

- (c) Notification

When, as a result of the consultation as specified in the Agreement, specific positions are identified as surplus the employer shall advise the National Secretary of TEU, the President of the local TEU branch and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties. The employer will not unreasonably withhold approval to cancel pre approved leave from a staff member who is working out his/her 2 month notice period.

### 10.3 Options

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

- (a) Voluntary severance;
- (b) Attrition;
- (c) Redeployment;
- (d) Enhanced early retirement;
- (e) Retraining;
- (f) Severance.

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

### 10.4 Conditions applying to options

#### (a) Voluntary Severance

The employer will consider the use of voluntary severance. The process for enacting voluntary severance is as follows:

- (i) The employer will call for volunteers to apply for severance from the pool of employees in the affected programme/area;
- (ii) All expressions of interest in voluntary severance will not necessarily be accepted. The operational requirements of the polytechnic will be taken into consideration when making this decision;
- (iii) Should the number of volunteers exceed that required the employer will select which employee(s), if any, will be accepted using the process outlined in the selection criteria section below;
- (iv) Staff accepted for voluntary severance will have their employment terminated in accordance with the severance provision below.

#### (b) Attrition

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

#### (c) Redeployment

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

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



- (ii) The salary can be preserved in the following ways:
  - A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
  - An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (iii) Where the new job is at a location outside the local area, the staff member shall be entitled to relocation expenses as set out in subclause 8.7(a) of this CA.

(d) Enhanced Early Retirement

This option provides for a staff member to be paid the money available under the severance option which may, if the staff member so desires, be used to make up the actual superannuity payable. Staff members are eligible if they have 10 years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility. Subject to discussion with GSF.

Enhanced early retirement may be made available at the discretion of the employer at any time to eligible staff members not declared surplus if they are replaced by a surplus staff member seeking redeployment or reassignment.

(e) Retraining

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

(f) Severance

- (i) For the purposes of these provisions, salary is defined as taxable salary, which includes special responsibility allowances and market forces allowances, but is exclusive of non taxable allowances.
- (ii) All service recognised under subclause 10.4(f) (ii) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any polytechnic employer.
- (iii) "Continuous service" includes all periods of paid leave and would not be broken by, but would not include all periods of approved leave without pay and all breaks of not more than three months between periods of employment within the polytechnic service, or one month with other service(s) approved under above. Periods of parental/maternity leave would be included.

- (iv) Payment will be made in accordance with the following:
- Sixteen percent of salary, or the appropriate portion of this amount, for the preceding 12 months shall be payable in lieu of any notice not worked regardless of length of service;
  - 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
  - Four percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of nineteen; and
  - where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service;

Outstanding annual and discretionary leave shall be cashed up separately.

## 10.5 Selection

- (a) If the employer determines that there is a need to select which employee(s) are surplus from a pool of employees, it will develop the selection criteria and process to be used in selecting which staff member(s) will be made redundant.
- (b) The selection criteria will genuinely reflect the type and variety of skills required, the knowledge and experience required and operational needs of the area. The selection criteria must be unbiased, measurable, fair, objective and consistent with the purpose of determining which staff will be declared surplus.
- (c) Prior to finalising the selection criteria, affected employees and TEU will be given the opportunity to comment.
- (d) Staff will be given the opportunity to update their curriculum vitae and the employer will provide assistance with CV preparation if required.
- (e) Staff involved in the selection process will be given copies of any selection assessment material made of them and will have the opportunity to correct any errors prior to any individual staff member being given notice that they have been declared surplus.

## 10.6 Rights of Staff Members Declared Surplus

- (a) **Time Off to Attend Interviews**  
The employer shall give staff members reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the polytechnic.
- (b) **References**  
The employer shall supply to all surplus staff members a letter of reference.
- (c) **Counselling**  
Counselling for affected staff members and family may be made available as necessary.

- (d) **Staff Members on Leave**  
A staff member who is declared surplus and who is on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this CA.

## 10.7 Technical Redundancy

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

- (a) the person or organisation acquiring the business, or part being sold or transferred:
- (i) has offered the employee employment in the business or part being sold or transferred in the same capacity;
  - (ii) or has offered the employee employment in a different capacity which the employee is willing to accept which may have different terms and conditions. In the case of lesser terms and conditions redeployment as defined by subclause 10.4 (c) will apply; AND
- (b) the conditions of employment being offered to the employee by the person or organisation acquiring the business, or the part being sold or transferred are the same as the employee's conditions of employment, including:
- (i) recognition of existing service;
  - (ii) any service related and redundancy conditions; AND
  - (iii) any conditions relating to superannuation under the employment being terminated.

## 10.8 Employee Protection/Transfer of Undertakings/Mergers

- (a) **Introduction**  
In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, where it is proposed that the business (or part of it) is to be sold or contracted out, the employer will notify TEU and the employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.
- (b) **Definitions**  
For the purposes of these provisions "affected employee" "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004. "Employer" shall mean the original employer party to this Collective Agreement.
- (c) **Consultation**  
These employee protection provisions are to be read in conjunction with the surplus staffing consultation and restructuring provisions of this Agreement. When consulting, the employer will provide TEU with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

(d) Terms of Employment

In the course of negotiating a sale or purchase agreement or a contract for services, the employer will endeavour to obtain employment of employees with the new employer on the same or substantially similar terms and conditions of employment.

If the proposed new employer is a party to a collective agreement that covers the work to be done by affected employees, the employer will negotiate with the proposed new employer for affected employees' length of service to be recognised for the purposes of service-related entitlements and for employees to be offered the more favourable of the terms and conditions of the agreement which is already in place; or the terms and conditions of this Agreement. An agreement as to alternative collective agreement arrangements will not be unreasonably withheld.

(e) New Employment Opportunities

The employer will subsequently advise TEU and employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities. The employer will also advise employees of their right to accept or decline to transfer to the new employer.

(f) Implications for redundancy compensation of election to transfer

Those employees who elect to transfer to the new employer on the same 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 the employer because of the transfer. Any subsequent redundancy from the new employer would include recognition of service with the employer.

## 10.9 New Entity

In the event that a new entity is created which is legislated to be the new employer of staff covered by the coverage clause in this Collective Agreement then the Chief Executive (or equivalent) of the named new entity will become the employer party. The definition of Institute shall be amended so that all subsequent references to "Institute" reflect the name of the new entity.

## **PART 11 – UNION MATTERS**

### **11.1 Inadvertent Omission**

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

### **11.2 Union Information**

- (a) the employer, when requested in writing by the National Secretary of TEU, shall, within one month after the receipt of such request, supply to the union a list of the names, addresses and designations of all employees covered by this Agreement then in their employ (but such requests shall not be made to the employer at intervals shorter than six months).
- (b) The employer undertakes to provide the local branch of TEU with the names of new staff that at the time of appointment have elected to be covered by this Agreement.

### **11.3 Deduction of Union Fees**

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

### **11.4 Union Meetings**

- (a) Subject to subclauses (b) to (e) below, the employer shall allow every employee covered by this CA, who is a member of TEU, to attend, on paid leave, two union meetings (each of a maximum of two hours' duration) with TEU in each year.
- (b) The union shall give the employer at least fourteen days' notice of the date and time of any proposed union stop work meeting to which subclause (a) is to apply.
- (c) TEU will endeavour to ensure that the time of the proposed stop work meeting will be set by negotiation between the employer and the union.
- (d) The union shall make such arrangements with the employer as may be necessary 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.
- (e) Work shall resume as soon as practicable after the meeting.
- (f) TEU shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

## 11.5 Access to workplaces

- (a) A representative of the union is entitled to enter the workplace:
  - (i) For purposes related to the employment of its members; and/or
  - (ii) For purposes related to the union's business.
  
- (b) The purposes related to the employment of the union's members include:
  - (i) To participate in bargaining for a collective agreement;
  - (ii) To deal with matters concerning the health and safety of union members;
  - (iii) To monitor compliance with the operation of a collective agreement;
  - (iv) To monitor compliance with legislation dealing with employment-related rights in relation to union members;
  - (v) To deal with matters relating to an individual employment agreement or a proposed individual employment agreement or an individual employee's terms and conditions of employment or an individual employee's proposed terms and conditions of employment;
  - (vi) To seek compliance with relevant requirements in any case where non-compliance is detected.
  
- (c) The purposes related to a union's business include:
  - (i) to discuss union business with union members;
  - (ii) to seek to recruit employees as union members;
  - (iii) to provide information on the union and union membership to any employee on the premises.
  
- (d) A discussion in the workplace between an employee and a representative of the union:
  - (i) Must not exceed a reasonable duration; and
  - (ii) is not to be treated as a union meeting (as set out under clause 6.4 of this agreement);
  - (iii) Must not impinge on a staff member fulfilling the requirements of their role or impact negatively in any way on the delivery of the Polytechnic's operational requirements
  
- (e) The employer may not deduct from an employee's wages and amount in respect of the time the employee is engaged in a discussion referred to in subclause (d).

## 11.6 Branch President

The employer will recognise the TEU Branch President as the union representative on site. Notice of the appointment of the President will be given to the employer in writing. The employer agrees to allocate 0.4 work time to the Branch President to undertake their union duties.



## PART 12 – PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP

The Employment Relations Act 2000 requires that all collective agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The polytechnic and TEU have agreed on the following procedure and wish to draw it to the attention of all existing staff.

12.1 Employment relationship problems include:

- (a) a **personal grievance** (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
- (b) a **dispute** (about the interpretation, application or operation of an employment agreement).
- (c) **any other problem** relating to or arising out of your employment relationship with the polytechnic except matters relating to the fixing of new terms and conditions of employment.

12.2 If you believe there is a problem with your employment relationship with the polytechnic you should tell your manager, either personally or through TEU as soon as possible:

- (a) that there is a problem; and
- (b) the nature of the problem; and
- (c) what you want done about the problem.

12.3 If for any reason you feel unable to raise the matter with your Head of School, other suggested contacts are the:

- Head of School/College or Programmes;
- Manager;
- Staff Adviser or Director People & Culture; or
- Chief Executive.

12.4 You have the right to seek the support and assistance of TEU or to seek information from the Ministry of Business, Innovation and Employment (MBIE) Mediation Service at any time.

12.5 In the case of a personal grievance, you must raise the matter with the Director People & Culture within ninety days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.

12.6 The employer will try to resolve the matter through discussion with you and/or TEU.

12.7 If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the MBIE which may provide mediation services.

- 12.8 If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
- 12.9 In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the polytechnic to the Employment Court.
- 12.10 All employees shall have access to personal grievance provisions (as set out in statute, this collective agreement and any other policy or provision of the employer) at all times, including in the first 90 days of employment.

A handwritten signature in blue ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name, possibly 'M. G. G.', written over a horizontal line.

# SCHEDULE A

## TRANSLATION

Non-TEU members on Individual Agreements (IA).

All staff covered by this Collective Agreement (CA) who are employed on IEAs, who are not members of TEU and who subsequently join TEU, will transfer to the CA and will be covered by all terms and conditions contained within this CA. Each week of discretionary leave entitlement under the CA additional to that provided by their IEA will be exchanged for one week's salary.

Staff may come across on existing salary and annual/discretionary leave in salary. This will be reviewed in accordance with subclause 6.7(d).



## SCHEDULE B

### LECTURER

#### PROFILE AND EXPECTATIONS

##### Overview of Role – General

##### General Descriptions

The Lecturer is an industry/professional practitioner with demonstrated experience and expertise in their field. The Lecturer develops and provides current and relevant learning opportunities within the context of the learning environment and learning needs. Lecturers will hold a relevant undergraduate qualification or a relevant industry/professional qualification appropriate for the level of teaching and will have current involvement in trade, professional, industry or community activities in their field. They will hold or be working towards a teaching qualification.

### SENIOR LECTURER

#### PROFILE AND EXPECTATIONS

##### Overview of Role – General

##### General Descriptions

The Senior Lecturer is a lecturer who has maintained and developed specialised industry/professional knowledge and experience and in addition has demonstrated continuous and consistent excellence in facilitating learning. The Senior Lecturer will have a record of either; research, leadership and service or consultancy. Senior Lecturers will hold a relevant teaching qualification and be active in continuing professional development, including teaching practice; and will have current involvement in trade, professional, industry or community activities in their field. The Senior Lecturer will mentor and guide other staff in their development and practice as learning facilitators.

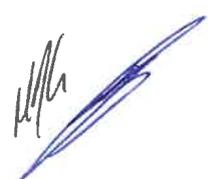
### PRINCIPAL LECTURER

#### PROFILE AND EXPECTATIONS

##### Overview of Role – General

##### General Descriptions

The Principal Lecturer is a leading academic with advanced qualifications/ industry equivalent knowledge in their field and national recognition for academic excellence. The Principal Lecturer has a significant record of either research and publications, leadership and service, or consultancy and will be developing specific area(s) of academic expertise. Principal Lecturers will be involved in significant leadership activities in their industry/profession as well as demonstrating academic leadership internally. They will have demonstrated excellence in facilitating learning and will hold a relevant teaching qualification. The role of Principal Lecturer is of leading and developing the programmes in which they become involved.



## EVIDENTIAL REQUIREMENTS & PROCESS FOR SALARY REVIEW AND PROMOTION

NOTE: These criteria are cumulative

Any application for a salary review/promotion for staff member (whether the person applies or manager / HOS nominates them) must include:

1. A letter of application. Which should include:
  - Reflection on the outcomes of colleague and student feedback
  - Comprehensive information that details how the person meets the expectation of the role / level being applied for
  - Any relevant information such as internal or external committee membership, leadership roles etc
2. Copy of a performance review, completed within the previous year, that fully reviews the staff member against their objectives and the accountabilities of their position
3. A letter of support from their manager / leader (HOS or equivalent) is usually expected
4. Colleague feedback that has been obtained over the previous 18 months
5. For General Staff: one set of customer feedback generated through the central Organisational Research office that has been obtained over the previous 18 months
6. For Academic staff: 2 sets of student feedback generated through the central Organisational Research office that has been obtained over the previous 18 months.
7. For Academic staff detail and evidence of their chosen pathway: research, consultancy, facilitating learning, or leadership & service

Other evidence that is not required but may be provided includes:

All

- Related personal qualifications, awards or professional development
- Self appraisal (reflective statements etc)
- Written feedback from other persons internal or external to the Polytechnic that are in support of the application
- Summary of own development processes or activities since the last promotion
- 

Academic

- Teaching observations
- Evidence of research or curriculum outputs
- Scholarly outputs, including articles, conference papers and other publications
- Research plan and / or activity log

## Guidelines for Gathering and Interpreting Evidence

### 1. General

- (a) The promotion/salary review decision will be evidenced based. The evidence on which the decision is based must be:
  - (i) Credible – collected from appropriate qualified and experienced sources; and for student and colleague survey feedback, collected through independent parties, with confidentiality assured to those providing feedback
  - (ii) Valid – supporting the key dimension of performance related to the selected criteria. Valid evidence reveals the quality of performance, not merely activity
  - (iii) Reliable – collected from multiple sources and from those who have direct experience of the staff member's work
  - (iv) Sufficient – so that a reasonable conclusion about performance can be drawn.
- (b) Evidence of performance in the relevant criteria will usually have been collected over at least two years, and will be analysed and reflected upon. Gaps in evidence should be explained and verified. Evidence gathered in the course of employment in another tertiary institution is acceptable provided that evidence has been collected in a manner consistent with Otago Polytechnic's requirements.
- (c) Feedback instruments used to collect evidence to support salary review or promotion must be Otago Polytechnic's standard instruments or an approved variation.

### 2. Student Feedback

- (a) Student feedback to support teaching performance is mandatory and must be representative of the teaching undertaken by the Lecturer.
- (b) Lecturers are advised to address carefully in their self-appraisal significant negative feedback or explain particular contexts in which student feedback has been less than supportive. In such cases it may be helpful to have corroborating statements, e.g. from a /HOS or Programme Manager.

### 3. Colleague Feedback

- (a) Colleague feedback is mandatory as evidence of teamwork in all cases and of leadership effectiveness where the leadership is being exercised in informal contexts. The standard feedback form also covers these dimensions.
- (b) Colleagues will generally be people with whom the applicant works on a regular basis (or has worked on a project or Committee, either internal to Otago Polytechnic or external) and who have been able to observe how the applicant goes about his/her work.
- (c) Colleague feedback gathered by way of standard survey must be collected through an independent party, not directly by the staff member. Respondents must be assured of their anonymity.



- (d) Where “Leadership and Service” is the chosen career path and the staff member is in a formal leadership role, feedback is expected from all colleagues for whom the staff member has leadership responsibilities.

**4. Self Appraisal**

Self appraisal is expected in the form of a personal statement in which the staff member addresses his/her performance in each of the criteria relevant to their chosen career path. An overall reflective statement should provide insight into the staff member’s personal theory of effective teaching, research, leadership, service or consultancy practice, as appropriate. The statement should reveal how the applicant has engaged with requirements of their position (including the scholarship of teaching, research leadership, consultancy or service.) and personal objectives.

**5. Other Evidence**

Whilst feedback data is an essential form of evidence, so too are the staff member’s accomplishments as measured by artefacts, reports, creative works, publications, conference keynotes, presentations and workshops, awards etc, these need only be referenced but must be available to be sighted if required.



# SCHEDULE C

ACADEMIC SALARY SCALE + BENEFITS MATRIX												
	Base Salary 23/05/2018 +\$1100	Kiwisaver 3%	Disc Leave 8%	Total Value	Base Salary 01/04/2019 + 3%	Kiwisaver 3%	Disc Leave 8%	Total Value	Base Salary 01/04/2020 + 2%	Kiwisaver 3%	Disc Leave 8%	Total Value
<b>Tutorial Assistant</b>												
TA1	\$40,521	\$1,216		\$41,737	\$41,737	\$1,252		\$42,989	\$42,571	\$1,277		\$43,849
TA2	\$43,069	\$1,292		\$44,361	\$44,361	\$1,331		\$45,692	\$45,248	\$1,357		\$46,606
TA3	\$45,612	\$1,368		\$46,980	\$46,980	\$1,409		\$48,390	\$47,920	\$1,438		\$49,358
TA4	\$48,163	\$1,445		\$49,608	\$49,608	\$1,488		\$51,096	\$50,600	\$1,518		\$52,118
TA5	\$50,710	\$1,521		\$52,231	\$52,231	\$1,567		\$53,798	\$53,276	\$1,598		\$54,874
<b>Teaching and Research Assistants</b>												
TRA1	\$43,354	\$1,301		\$44,655	\$44,655	\$1,340		\$45,994	\$45,548	\$1,366		\$46,914
TRA2	\$46,100	\$1,383		\$47,483	\$47,483	\$1,424		\$48,907	\$48,433	\$1,453		\$49,886
TRA3	\$48,841	\$1,465		\$50,306	\$50,306	\$1,509		\$51,815	\$51,312	\$1,539		\$52,852
TRA4	\$51,589	\$1,548		\$53,137	\$53,137	\$1,594		\$54,731	\$54,199	\$1,626		\$55,825
TRA5	\$54,333	\$1,630		\$55,963	\$55,963	\$1,679		\$57,642	\$57,082	\$1,712		\$58,795
TRA6	\$56,941	\$1,708		\$58,649	\$58,649	\$1,759		\$60,409	\$59,822	\$1,795		\$61,617
<b>Lecturer</b>												
L01	\$53,866	\$1,616	\$4,309	\$59,920	\$55,482	\$1,664	\$4,439	\$61,585	\$56,592	\$1,698	\$4,527	\$62,817
L02	\$56,283	\$1,688	\$4,503	\$62,610	\$57,971	\$1,739	\$4,638	\$64,348	\$59,131	\$1,774	\$4,730	\$65,635
L03	\$58,703	\$1,761	\$4,696	\$65,301	\$60,464	\$1,814	\$4,837	\$67,115	\$61,673	\$1,850	\$4,934	\$68,457
L04	\$61,120	\$1,834	\$4,890	\$67,990	\$62,954	\$1,889	\$5,036	\$69,878	\$64,213	\$1,926	\$5,137	\$71,276
L05	\$63,538	\$1,906	\$5,083	\$70,680	\$65,444	\$1,963	\$5,236	\$72,643	\$66,753	\$2,003	\$5,340	\$74,096
L06	\$65,957	\$1,979	\$5,277	\$73,371	\$67,936	\$2,038	\$5,435	\$75,409	\$69,294	\$2,079	\$5,544	\$76,917
L07	\$68,375	\$2,051	\$5,470	\$76,060	\$70,426	\$2,113	\$5,634	\$78,173	\$71,835	\$2,155	\$5,747	\$79,737
L08	\$70,794	\$2,124	\$5,664	\$78,752	\$72,918	\$2,188	\$5,833	\$80,939	\$74,376	\$2,231	\$5,950	\$82,558
L09	\$73,211	\$2,196	\$5,857	\$81,440	\$75,407	\$2,262	\$6,033	\$83,702	\$76,915	\$2,307	\$6,153	\$85,376
<b>Senior Lecturer</b>												
SL01	\$75,630	\$2,269	\$6,050	\$84,130	\$77,899	\$2,337	\$6,232	\$86,468	\$79,457	\$2,384	\$6,357	\$88,197
SL02	\$76,840	\$2,305	\$6,147	\$85,477	\$79,145	\$2,374	\$6,332	\$87,851	\$80,728	\$2,422	\$6,458	\$89,608
SL03	\$79,257	\$2,378	\$6,341	\$88,166	\$81,635	\$2,449	\$6,531	\$90,615	\$83,267	\$2,498	\$6,661	\$92,427
SL04	\$80,467	\$2,414	\$6,437	\$89,511	\$82,881	\$2,486	\$6,630	\$91,998	\$84,539	\$2,536	\$6,763	\$93,838
SL05	\$82,885	\$2,487	\$6,631	\$92,201	\$85,372	\$2,561	\$6,830	\$94,762	\$87,079	\$2,612	\$6,966	\$96,658
SL06	\$84,094	\$2,523	\$6,728	\$93,547	\$86,617	\$2,599	\$6,929	\$96,145	\$88,349	\$2,650	\$7,068	\$98,068
<b>Principal Lecturer</b>												
PL01	\$86,510	\$2,595	\$6,921	\$96,234	\$89,105	\$2,673.2	\$7,128	\$98,907	\$90,887	\$2,727	\$7,271	\$100,885
PL02	\$87,720	\$2,632	\$7,018	\$97,580	\$90,352	\$2,710.5	\$7,228	\$100,290	\$92,159	\$2,765	\$7,373	\$102,296
PL03	\$90,138	\$2,704	\$7,211	\$100,269	\$92,842	\$2,785.3	\$7,427	\$103,055	\$94,699	\$2,841	\$7,576	\$105,116
PL04	\$91,347	\$2,740	\$7,308	\$101,615	\$94,087	\$2,822.6	\$7,527	\$104,437	\$95,969	\$2,879	\$7,678	\$106,526
PL05	\$93,765	\$2,813	\$7,501	\$104,304	\$96,578	\$2,897.3	\$7,726	\$107,202	\$98,510	\$2,955	\$7,881	\$109,346
PL06	\$94,974	\$2,849	\$7,598	\$105,649	\$97,823	\$2,934.7	\$7,826	\$108,584	\$99,780	\$2,993	\$7,982	\$110,755
<b>Associate Professor</b>												
AP MIN	\$94,735	\$2,842	\$7,579	\$105,383	\$97,577	\$2,927	\$7,806	\$108,311	\$99,529	\$2,986	\$7,962	\$110,477
AP MAX	\$106,826	\$3,205	\$8,546	\$118,833	\$110,031	\$3,301	\$8,802	\$122,134	\$112,231	\$3,367	\$8,979	\$124,577
<b>Professor</b>												
PF MIN	\$106,826	\$3,205	\$8,546	\$118,833	\$110,031	\$3,300.9	\$8,802	\$122,134	\$112,231	\$3,367	\$8,979	\$124,577
PF MAX	\$118,915	\$3,567	\$9,513	\$132,281	\$122,482	\$3,674.5	\$9,799	\$135,956	\$124,932	\$3,748	\$9,995	\$138,675
<b>Student Research Assistant 1 - Hourly</b>												
SRA1	\$17.64	\$0.53		\$18.17	\$18.17	\$0.55		\$18.71	\$18.53	\$0.56		\$19.09
SRA 2	\$20.35	\$0.61		\$20.96	\$20.96	\$0.63		\$21.59	\$21.38	\$0.64		\$22.02
<b>Peer Tutor</b>												
PT	\$18.97	\$0.57		\$19.54	\$19.54	\$0.59		\$20.13	\$19.93	\$0.60		\$20.53

<b>Casual Hourly Paid Academic Staff</b>									
<b>Step</b>	<b>Base Salary 23/05/2018 +1100</b>	<b>Kiwisaver +3%</b>	<b>Total Value</b>	<b>Base Salary as of 01/04/2019+ 3%</b>	<b>Kiwisaver +3%</b>	<b>Total Value</b>	<b>Base Salary as of 01/04/2020+ 2%</b>	<b>Kiwisaver +3%</b>	<b>Total Value</b>
<b>Tutorial Assistant</b>									
TA01	25.42	0.76	26.18	26.18	0.79	26.97	26.71	0.80	27.51
TA02	27.02	0.81	27.83	27.83	0.83	28.67	28.39	0.85	29.24
TA03	28.61	0.86	29.47	29.47	0.88	30.35	30.06	0.90	30.96
TA04	30.22	0.91	31.13	31.13	0.93	32.06	31.75	0.95	32.70
TA05	31.81	0.95	32.76	32.76	0.98	33.75	33.42	1.00	34.42
TA06	33.41	1.00	34.41	34.41	1.03	35.44	35.10	1.05	36.15
TA07	35.01	1.05	36.06	36.06	1.08	37.14	36.78	1.10	37.88
TA08	36.61	1.10	37.71	37.71	1.13	38.84	38.46	1.15	39.62
<b>Lecturer</b>									
L1/01	33.79	1.01	34.80	34.80	1.04	35.85	35.50	1.06	36.56
L1/02	35.31	1.06	36.37	36.37	1.09	37.46	37.10	1.11	38.21
L1/03	36.83	1.10	37.93	37.93	1.14	39.07	38.69	1.16	39.85
L1/04	38.34	1.15	39.49	39.49	1.18	40.67	40.28	1.21	41.49
L1/05	39.86	1.20	41.06	41.06	1.23	42.29	41.88	1.26	43.13
L1/06	41.38	1.24	42.62	42.62	1.28	43.90	43.47	1.30	44.78
L1/07	42.9	1.29	44.19	44.19	1.33	45.51	45.07	1.35	46.42
L1/08	44.41	1.33	45.74	45.74	1.37	47.11	46.66	1.40	48.06
L1/09	45.93	1.38	47.31	47.31	1.42	48.73	48.25	1.45	49.70
<b>Senior Lecturer</b>									
SL Min	47.45	1.42	48.87	48.87	1.47	50.34	49.85	1.50	51.35
SL Max	52.76	1.58	54.34	54.34	1.63	55.97	55.43	1.66	57.09
<b>Principal Lecturer</b>									
L2 Min	54.27	1.63	55.90	55.90	1.68	57.58	57.02	1.71	58.73
L2 Max	59.58	1.79	61.37	61.37	1.84	63.21	62.59	1.88	64.47
<b>Senior Facilitator</b>									
Level 5	\$53,866	\$ 1,616	\$ 55,482	\$ 55,482	\$ 1,664	\$ 57,146	\$ 56,592	\$ 1,698	\$ 58,289
Level 6	\$56,283	\$ 1,688	\$ 57,971	\$ 57,971	\$ 1,739	\$ 59,711	\$ 59,131	\$ 1,774	\$ 60,905
Level 7	\$58,703	\$ 1,761	\$ 60,464	\$ 60,464	\$ 1,814	\$ 62,278	\$ 61,673	\$ 1,850	\$ 63,524
Level 8	\$61,120	\$ 1,834	\$ 62,954	\$ 62,954	\$ 1,889	\$ 64,842	\$ 64,213	\$ 1,926	\$ 66,139
<b>Principal Facilitator</b>									
Level 9	\$63,538	\$ 1,906	\$ 65,444	\$ 65,444	\$ 1,963	\$ 67,407	\$ 66,753	\$ 2,003	\$ 68,756
Level 10	\$65,957	\$ 1,979	\$ 67,936	\$ 67,936	\$ 2,038	\$ 69,974	\$ 69,294	\$ 2,079	\$ 71,373
Level 11	\$68,375	\$ 2,051	\$ 70,426	\$ 70,426	\$ 2,113	\$ 72,539	\$ 71,835	\$ 2,155	\$ 73,990
Level 12	\$70,794	\$ 2,124	\$ 72,918	\$ 72,918	\$ 2,188	\$ 75,105	\$ 74,376	\$ 2,231	\$ 76,607
<b>Community Learning Facilitator Salary Scales</b>									
<b>CLC Facilitator</b>									
Level 1	\$43,354	\$ 1,301	\$ 44,655	\$ 44,655	\$ 1,340	\$ 45,994	\$ 45,548	\$ 1,366	\$ 46,914
Level 2	\$46,100	\$ 1,383	\$ 47,483	\$ 47,483	\$ 1,424	\$ 48,907	\$ 48,433	\$ 1,453	\$ 49,886
Level 3	\$49,027	\$ 1,471	\$ 50,498	\$ 50,498	\$ 1,515	\$ 52,013	\$ 51,508	\$ 1,545	\$ 53,053
Level 4	\$51,448	\$ 1,543	\$ 52,991	\$ 52,991	\$ 1,590	\$ 54,581	\$ 54,051	\$ 1,622	\$ 55,673

When applying these casual ASM rates, subclause 4.3(a) of this CA must be applied where an hour of work involves timetabled teaching.

NOTE; The part time hourly rates above are derived by using the following calculation: Divide the annual salary at the same step by 1476 (this is the notional number of directed duty hours in a year) multiplied by 1.08% = 1594 which is then the divisor.

These part-time rates have been adjusted to meet the minimum requirements of the Holidays Act with respect to the payment of holiday pay. Accordingly, holiday pay shall be calculated at 8% of gross earnings and paid in accordance with that Act.

## COMMUNITY LEARNING FACILITATORS

### Structure Principles:

- The line right across is hard bar
- To move over the hard bar requires a promotion, skill hike and responsibility hike
- The line just under the salary figure is soft bar
- To move over the soft bar requires satisfactory performance review and application to Salary Review Committee
- To go above levels 4 and 8 are hard bars Promotion/salary review are required to move beyond these points
- The scale incorporates three distinct roles so there is not an expectation that a facilitator could go to level 5 unless they were appointed to a senior facilitator role
- The general rule is that anyone asked to be a supervisor will be at the senior facilitator level or above
- There is no substantive position as a supervisor and this will be addressed as an SRA. The guidelines currently used for establishing Special Responsibility Allowances will be used. These will be amended to include Community Learning Suite supervision/management roles

Facilitators	Senior Facilitators	Principal Facilitators
<ul style="list-style-type: none"> <li>• Support learners/learning</li> <li>• Oversee non-assessed, self-paced learning</li> <li>• Oversee self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist. Where descriptive assessment is required an academic staff member shall oversee the process</li> <li>• Self-paced learning with students working towards a National Certificate Qualification. Assessment will be administered by the Community Learning facilitator under the direction of an academic staff member</li> </ul>	<ul style="list-style-type: none"> <li>• Support learners/learning</li> <li>• Oversee non-assessed, self-paced learning</li> <li>• Oversee self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist</li> <li>• Administer assessments</li> <li>• Mark / grade competency assessments</li> <li>• Provide advice and assist ASMs with e-learning/ electronic format assessment design</li> </ul>	<ul style="list-style-type: none"> <li>• Support learners/learning</li> <li>• Oversee non-assessed, self-paced learning</li> <li>• Oversee self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist. Administer assessments</li> <li>• Design Assessment programmes supervised by ASM</li> <li>• Mark/grade competency assessments</li> <li>• Grade qualitative assessments in areas of expertise</li> <li>• Contribute to meeting pre and post assessment ,moderation requirements under supervision of ASM</li> </ul>

No Community Learning Facilitators can design assessment programmes but they may contribute to the design of assessment activities. They do not design courses or programmes

37.5 hours per week

5 weeks annual leave

2 weeks professional development leave









## **SCHEDULE D**

### **LECTURER AND PROFESSOR PROFILE AND EXPECTATIONS**

The following position summaries provide an overview of the profile and expectations for the Lecturer roles. Each has a defined profile and set of expectations which flows from and is consistent with the overview. There are three career streams outlined. They are research; leadership and service; consultancy

These expectations define the lecturer roles for ASMs and provide the criteria for the Performance Review.

The Performance Review will be based on evidence that is:

- Credible - collected from appropriate qualified and experienced sources;
- Valid and support the key dimensions of performance related to the selected criteria, revealing the quality of performance, not merely activity
- Reliable - collected from multiple sources and from those who have direct experience of the staff member's work
- Sufficient - so that a reasonable conclusion about performance can be drawn.

The promotion/salary review process will be based on the profile and expectations for the ASM positions, and will come out of the Performance Review. The feedback instruments used in support of salary review or promotion must be Otago Polytechnic's standard instruments or an approved variation.

### **LECTURER (ASM)**

The Lecturer is an industry/professional practitioner with demonstrated experience and expertise in their field. The Lecturer develops and provides current and relevant learning opportunities within the context of the learning environment and learning needs. Lecturers will hold a relevant undergraduate qualification or a relevant industry/professional qualification appropriate for the level of teaching and will have current involvement in trade, professional, industry or community activities in their field. They will hold or be working towards a teaching qualification.

### **SENIOR LECTURER (SASM)**

The Senior Lecturer is a lecturer who has maintained and developed specialised industry/professional knowledge and experience and in addition has demonstrated continuous and consistent excellence in facilitating learning. The Senior Lecturer will have a record of either; research, leadership and service or consultancy. Senior Lecturers will hold a relevant teaching qualification and be active in continuing professional development, including teaching practice; and will have current involvement in trade, professional, industry or community activities in their field. The Senior Lecturer will mentor and guide other staff in their development and practice as learning facilitators.

### **PRINCIPAL LECTURER (PASM)**



The Principal Lecturer is a leading academic with advanced qualifications/ industry equivalent knowledge in their field and national recognition for academic excellence. The Principal Lecturer has a significant record of either research and publications, leadership and service, or consultancy and will be developing specific area(s) of academic expertise. Principal Lecturers will be involved in significant leadership activities in their industry/profession as well as demonstrating academic leadership. They will have demonstrated excellence in facilitating learning and will hold a relevant teaching qualification. The role of Principal Lecturer is of leading and developing the programmes in which they become involved.

### **ASSOCIATE PROFESSOR**

Associate Professor provides academic leadership of the highest order by maintaining excellence in teaching, research and related leadership and by undertaking of professional/community/lwi service activities at a significant level relevant to their profession or discipline.

### **PROFESSOR**

Professor provides academic leadership of the highest order by maintaining excellence in teaching, research and related leadership and by undertaking of professional/community/lwi service activities at a significant level relevant to their profession or discipline.

### **RESEARCH AND TEACHING ASSISTANTS**

- The purpose of Research and Teaching Assistants is to support Academic Staff Members in the preparation and delivery of research and teaching materials and activities.
- All work carried out by Research and Teaching Assistants is directly supervised by Academic Staff Members.

Research and Teaching Assistants may perform a range of research and teaching activities including:

- literature searches for teaching and research
- accessing articles/publications and photocopying
- collecting, transcribing and inputting data, using software to analyse data
- assisting with other research activities
- assisting with marking assessments to predetermined marking criteria
- facilitating tutorials designed by the responsible Academic Staff Member
- otherwise supporting Academic Staff Members' teaching



## SCHEDULE E

### **Variation to TEU Collective Agreement Terms and Conditions for Associate Heads of School, Heads of School and Heads of College**

The TEU and Otago Polytechnic have agreed the following variation to the terms and conditions in the TEU Collective for Heads of School, Associate Heads of School and Heads of College (referred to from here on in as 'Heads')

- A total remuneration approach will be used for Heads
- At Risk pay components may be part of the terms and conditions of Heads, this will be eluded to in the Collective agreement but detailed in individual variation agreements between each Head and the employer and this will not form part of the Collective agreement negotiations
- The Research and Study release agreement between the employer and Head is in addition to the Collective agreement and will not form part of the Collective agreement negotiations
- The Professional Development time and financial allowances in this agreement between the employer and Head is in addition to the Collective agreement and will not form part of the Collective agreement negotiations
- The current coverage exceptions clause in the Collective agreement remains in force and is deemed to apply to Heads until such time as the terminology can be updated "Academic Heads of Department continue to be covered by the Collective agreement with the following exclusions, clauses 5.1 workload, and 6.6 Discretionary leave, and schedule B for Progression and Schedule C Salary Scales
- Any negotiated pay increase either delivered as increase to base pay or in any other mechanism (including but not limited to lump sum payments) negotiated and agreed as part of the Collective employment agreement negotiations will not apply to Heads. Separate individual pay review process will be applied to Heads and will be negotiated directly between the individual and the employer and this will reflect job size / responsibilities, performance and any necessary cost of living adjustment
- The employer and the employee agree that they wish to have direct individual communication between each other and to maintain direct and open dialogue that includes direct negotiations around employment matters between the parties
- As Heads are employed in positions of significant management authority and responsibility in their own right they agree not to be part of any union organised action against the employer as this constitutes a conflict of interest with the roles they are employed to perform.



# SCHEDULE F

## 1.0 Retirement Leave Entitlement In Working Days

Years of Service	Months of Service					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	45	45	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 to 25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or more	131	"	"	"	"	"

## 2.0 Anticipated Retirement Leave Entitlement In Working Days

Years of Service	Months of Service			
	0	3	6	9
20	65	66	66	67
21	68	69	69	70
22	71	71	72	73
23	74	76	75	76
24	76	77	78	79
25	79	80	81	81
26	82	83	84	84
27	85	86	86	87
28	88	89	89	90
29	91	91	92	93
30	94	94	95	96
31	96	97	98	99
32	99	100	101	101
33	102	103	104	102
34	105	106	106	107
35	108	109	109	110
36	111	111	112	113
37	114	114	115	116
38	116	117	118	119
39	119	120	121	121
40 or more	122	"	"	"

### 3.0 Resigning Leave

<b>Years of Service</b>	<b>Leave in Working Days</b>	<b>Years of Service</b>	<b>Leave in Working Days</b>
20	32	30	46
20½	33	30½	47
21	34	31	48
21½	34	31½	49
22	35	32	49
22½	36	32½	50
23	36	33	51
23½	37	33½	51
24	38	34	52
24½	39	34½	53
25	39	35	54
25½	40	35½	54
26	41	36	55
26½	41	36½	56
27	42	37	56
27½	43	37½	57
28	44	38	58
28½	44	38½	59
29½	46	39½	60



## **SCHEDULE G**

### **1.0 Meal Allowance**

\$16.48 as at 01 April 2019 with a further increase from 01 April 2020 to \$16.81.

### **2.0 Safety Footwear**

Technicians Occupational Classes

Safety Footwear Maximum Reimbursement rate shall be \$123.60 plus GST as at 01 April 2019, then \$126.07 as at 01 April 2020 and shall refer to Otago Polytechnic Policy Protective Clothing and Equipment MP408.01. (01 November 05).



## **SCHEDULE H**

### **CONSULTATION**

For the purposes of this Collective Agreement the following principles outlined in the High Court Judgement of McGechan J of 6.1.92 shall apply:

The essence of consultation is the communication of a genuine invitation to give advice and a genuine consideration of that advice. To achieve consultation sufficient information must be supplied by the consulting to the consulted party to enable it to tender helpful advice. Sufficient time must be given by the consulting party to enable it to do that, and sufficient time must be available for such advice to be considered by the consulting party. Sufficient, in that context, does not mean ample, but at least enough to enable the relevant purpose to be fulfilled. By helpful advice, in this context, I mean sufficiently informed and considered information or advice about aspects of the form or substance of the proposals, or their implications for the consulted party, being aspects material to the implementation of the proposal as to which the consulting party might not be fully informed or advised and as to which the party consulted might have relevant information or advice to offer.

Consultation must be allowed sufficient time, and genuine effort must be made. It is to be a reality, not a charade. To "consult" is not merely to tell or present. Nor, at the other extreme, is it to agree. Consultation does not necessarily involve negotiation toward an agreement, although the latter not uncommonly can follow, as the tendency in consultation is to seek at least consensus. Consultation is an intermediate situation involving meaningful discussion.

Implicit in the concept is a requirement that the party consulted will be (or will be made) adequately informed so as to be able to make intelligent and useful responses. It is also implicit that the party obliged to consult, while quite entitled to have a working plan already in mind, must keep its mind open and be ready to change and even start afresh. Any manner of oral or written interchange which allows adequate expression and consideration of views will suffice. In some situations adequate consultation could take place in one telephone call. In other contexts it might require years of formal meetings.



# SCHEDULE I

To understand how Otago Polytechnic implements the following clauses (and list the clauses) refer to Otago Polytechnic Policies and Reference Documents as listed.

Where there are differences between the policy and the Collective Agreement then the Collective Agreement takes precedence.

## List of Policies & Reference Documents

- Otago Polytechnic Professional Practice Expectations
- Otago Polytechnic Values & Behaviours
- Otago Polytechnic Strategic Frameworks – Learning & Teaching, Maori, Research & Enterprise, Sustainability
- Otago Polytechnic Strategic Directions Document
- Ethical Guidelines and Forms

### Health & Safety

- MP0445.03 Harassment and Bullying Prevention and Management
- MP0456.02 Stress Prevention and Management
- MP0462.01 Workload
- MP0305.04 Snow and Ice Response
- MP0406.03 Emergency Evacuation and Earthquakes
- MP0403.04 Hazard Management
- MP0412.07 Smokefree, Auahi Kore Policy
- MP0417.04 Driving and Vehicle Safety
- MP0400.04 Occupational Health and Safety - Commitments and Responsibilities
- MP0402.04 Health and Safety Induction and Training
- MP0404.03 Accident, Incident and Occupational Illness Reporting
- MP0405.03 First Aid
- MP0407.03 Computer Health and Safety
- MP0408.03 Protective Clothing and Equipment
- MP0409.04 Vision Safety
- MP0410.03 Employee Workplace Injury, Illness, Rehabilitation
- MP0418.03 Staff with Disability

### Compliance

- CP0012.02 Conflict of Interest
- CP0009.01 Protected Disclosure of Serious Wrongdoing (Whistleblowing)
- MP0343.00 Use and Security of Information Systems
- MP0311.00 Use of Phone Policy
- MP0411.03 After Hours Safety, Security and Building Access
- MP0101.01 Records Retention and Disposal
- MP0447.01 Retention of Employee Information
- MP0352.00 Otago Polytechnic Credit Cards

### Development

- MP0461.06 Staff Development
- MP0454.09 Funding for Staff Development Activities and Staff Discount
- MP1101.01 Research and Study Release

### Procedures

- MP0325.01 Preferred Supplier Agreement - Hotel Accommodation
- CP0013.01 Procurement and Purchasing Policy



- MP0446.05 Travel on Otago Polytechnic Business
- MP0308.01 Room Ownership - Teaching Equipment
- MP0431.02 Recruitment and Appointment of Staff
- MP0433.02 Monitoring and Review of Employees on Probation
- MP0444.01 Resolving Performance Problems
- MP0460.03 Performance Review
- MP0435.02 Relocation expenses for new employees
- MP0430.01 Employment Delegations

#### Employment

- MP0482.03 Annual and Discretionary Leave
- MP0481.02 Parental Leave
- MP0422.00 Breastfeeding Friendly Polytechnic (BFP)
- MP0434.01 Allied General Staff Grading, Salary Review and Promotion
- MP0438.02 Four for Five Employment Options
- MP0450.02 Enabling Offsite Work
- MP0455.02 Staff Identification Cards
- MP0436.02 Key Skills Allowance
- MP0443.01 Surplus Staffing
- MP0439.00 Flexible Working Arrangements
- AP0403.04 Professorial Appointments



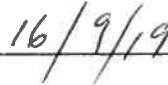
## SIGNATORIES

The Chief Executive Officer of Otago Polytechnic and TEU Te Hautū Kahurangi o Aotearoa undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest cooperation to the end that harmonious employment relations may be maintained.

Signed:

  
Chief Executive Officer (DCE - People + Performance)  
Otago Polytechnic

Date:



Signed:

  
Irena Brorens - National Industrial Officer  
For and on behalf of the  
Tertiary Education Union TEU Te Hautū Kahurangi o Aotearoa

Date:

