

# Open Polytechnic

KURATINI TUWHERA

## Academic Staff Collective Agreement



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

13 May 2020  
to  
12 May 2022

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# Section 1 - Parties and Coverage of Agreement

## 1.1 Parties

1.1.1 The Parties to this Agreement shall be:

- (a) The Chief Executive of The Open Polytechnic of New Zealand;
- (b) Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU).

## 1.2 Coverage

1.2.1 This Agreement shall cover employees employed as academic staff members or academic assistants as defined in Section 2 of this Agreement except those:

- (a) in positions designated as senior positions in terms of Section 74D of the *Public Service Act 2020*;
- (b) in academic staff management positions specified in the Fourth Schedule;
- (c) in casual academic staff positions.

## 1.3 Term of Agreement

1.3.1 This Agreement shall commence on **13 May 2020** and expire on **12 May 2022**.

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## Section 2 - Interpretation and General Definitions

**“Academic assistant”** means a person employed to assist the learning process under the supervision and direction of an academic staff member. The actual work performed by academic assistants will be those tasks the academic staff member 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 academic staff member.

**“Academic staff member”** means any person employed in a “permanent” or “fixed term” teaching position within the Faculty, or its equivalent, at the Polytechnic.

**“Duty”** refers to any time when an employee may be required by the employer to be on duty at the Polytechnic or at another location.

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

**“Employer”** means the Chief Executive of The Open Polytechnic of New Zealand.

**“Full-time academic staff member”** means an employee who undertakes the duties of a position for the full weekly duty hours and/or year.

**“Fixed term academic staff member”** means any employee engaged for a period(s) of employment agreed to end at the close of the specified date or period, on the occurrence of a specified event, or at the conclusion of a specified project. Such appointments shall not normally exceed two (2) years in total although they may be extended for further period(s) provided that the initial period of employment and the extensions granted do not exceed three (3) years in total.

**“Part-time academic staff member”** means an employee who undertakes the duties of a position for a specified fraction of the weekly duty hours and/or defined period(s) of the year.

**“Permanent academic staff member”** means an employee engaged for an indefinite period of employment either in a full-time or part-time capacity.

**“Polytechnic”** means The Open Polytechnic of New Zealand.

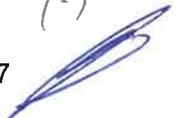
**“Research”** is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.

**“Service”** means current continuous service with the Polytechnic unless specifically provided otherwise within this Agreement.



**“TEU”** means the Tertiary Education Union.

**“Union”** means the Tertiary Education Union (“TEU”).

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## Section 3 - Remuneration

### 3.1 Salary Rates

- 3.1.1 Academic staff members and academic assistants covered by this Agreement shall be paid the rates set out in the First Schedule of this Agreement for the duties in which they are engaged.

### 3.2 Starting Salaries

- 3.2.1 The employer shall develop and make available a policy in respect of the determination of starting salaries for employees covered by this Agreement. The local branch of the Union shall be invited to participate in the development of this policy.

### 3.3 Part-Time Academic Staff Members

- 3.3.1 Part-time academic staff members shall be paid pro-rata the appropriate rate of salary.

### 3.4 Increments

- 3.4.1 Subject to clauses 3.5, 3.6, and 3.7 of this Section, an employee appointed on the Academic Assistants' grade or steps 1 to 3 of the ASM1 grade, shall on completion of each year of service be paid salary for the next higher step of that grade until the maximum of the Academic Assistants' grade is reached, or step 4 on ASM1 is reached.
- 3.4.2 Subject to clause 3.6.1 and the proviso at the end of clause 3.7.2(a) an employee placed below the midpoint on the ASM2 range of rates at the time of their first employment at the Polytechnic on or after 3 July 2006 shall be entitled to a salary movement of \$1,000.00 upon completion of their first year of employment and a further payment of \$1,000.00 upon completion of their second year of service (hereinafter referred to as "ASM2 Service Payment(s)") **PROVIDED THAT** neither of the two (2) ASM2 Service Payments take the employee above the midpoint of the ASM2 grade applying at the anniversary date of their employment. If either of the two [2] ASM2 Service Payment[s] would take the employee above the midpoint of ASM2 then the ASM2 Service Payment will be reduced below \$1000.00 to take the employee to the midpoint of ASM2 only.
- 3.4.3 Except as specifically provided in clause 3.4.2, incremental progression shall not apply above step 4 on ASM1 or within the ASM2 and ASM3 grades.

### 3.5 Double Increments

- 3.5.1 A double increment may be approved by the employer in recognition of the need to provide for:
- (a) recognition of meritorious performance;
  - (b) equitable salary relativities within the Polytechnic;
  - (c) retention.
- 3.5.2 The new increment date is from the effective date of the double increment.

### 3.6 Withholding of Increments

- 3.6.1 An employer may decline to pay:
- (a) An increment in salary to any employee on the Academic Assistants' or steps 1 to 3 on ASM1 grades; or
  - (b) An ASM2 Service Payment to an employee under clause 3.4.2;
- whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the employee concerned of the decision and the reasons for it.

### 3.7 Operation of Range of Rates

For all employees on steps 4 or above on ASM1, or on ASM2 or on ASM3, the following criteria for placement and movement within the ranges will apply.

#### 3.7.1 Placement in Ranges

Employees may, upon appointment, be placed at any point within the appropriate upper and lower salary limits in the range applicable to the position. Factors to be taken into consideration by the employer in deciding the actual rate payable are:

- (a) previous work or other relevant experience;
- (b) relevant educational or other qualifications;
- (c) the ease or difficulty in recruiting the specific skills and/or experience required for the position.

#### 3.7.2 Movement in Ranges

- (a) Subject to clause 3.7.2(b) to (d), the employer shall apply the factors specified below to decide from time to time (no less than once per annum), within the upper and lower salary limits of the appropriate grade applying to any position, the actual salary that, subject to any other conditions of employment, is to be paid to the holder of a position:
  - (i) current competence;
  - (ii) effectiveness as an educator;

- (iii) achievements as measured against the goals of the position described in the job description/current statement of accountability or as otherwise specified in writing;
- (iv) contributions to achievement of the stated aims of the work unit including the specific requirements of the job description (not already recognised by way of a special responsibility allowance);
- (v) the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

**Provided however** that an employee eligible to receive an ASM2 Service Payment under clause 3.4.2 of this Agreement shall not be entitled to a range of rates movement in their ASM2 grade under clause 3.7.2 in the same year.

- (b) Such criteria, where appropriate, to be supported by an assessment procedure developed in consultation with the local branch of the Union.
- (c) Progression within ASM3 will be based on achieving sustained higher performance standards in teaching, research and scholarship outputs, publications, and other contributions to the work of the Polytechnic and the wider scholarly, professional and cultural communities and other academic leadership activities.
- (d) Where further to the salary review described in clauses 3.7.2(a) to (c) above, the employer decides to increase the salary payable to any individual employee, that increase shall be no less than seven hundred and fifty dollars (\$750.00) per annum unless such an increase would take the employee above the upper limit of their salary grade. If the increase would take the employee above the upper limit of their salary band then the increase will be reduced to the sum necessary to take the employee to the upper limit of their salary grade only.

### 3.7.3 Progression between Grades

- (a) The employer may, at their discretion from time to time, establish any number of ASM1, ASM2, and ASM3 positions to be filled by appointment and/or promotion.
- (b) Appointments and/or promotions are by personal application. The procedures and criteria for promotion to ASM1, ASM2, and ASM3 shall be as provided for in the employer's policy on academic promotions and progressions in place from time to time.

## 3.8 **Special Responsibility Allowance**

3.8.1 An employee who is required by the employer to undertake special responsibilities (which may include acting in a higher position) which are over

and above that normally expected of an employee (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than at the rate of \$1,000 per annum and not more than 20% of the employee's base salary.

3.8.2 The following conditions shall apply:

- (a) The granting of the allowance by the employer shall be communicated to the employee in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid;
- (b) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and, notwithstanding the period stated for payment of the allowance, may, following such a review, be terminated by the employer by giving one month's notice in writing.

### **3.9 Payment of Salary**

3.9.1 Pay Periods

- (a) The salaries of employees shall be paid fortnightly.
- (b) The gross salary for the pay period shall be calculated at 10/260.714ths of the annual salary rate.
- (c) Payment shall be made by lodgement to an employee's current bank account.
- (d) Payment for the holiday periods may combine more than one pay period.
- (e) Advice of payments including alterations or deductions will be available through the Open Polytechnic Payroll Kiosk or any subsequent equivalent.

3.9.2 Leave Without Pay

Notwithstanding clause 3.9.1(b), leave without pay will be debited on the basis of working days of absence.

3.9.3 Entitlement to Payment

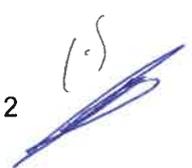
An employee shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from periods of leave without pay) subject to the following conditions:

- (a) Payment includes all employee's holidays and leave periods.
- (b) On resignation or retirement, an employee who completes the normal full working week shall receive payment for a public holiday if:
  - (i) it falls after the termination of the employment of the employee; AND

- (ii) it falls on a day which otherwise would have been a working day for the employee; AND
  - (iii) the employee has annual holidays owing to them that are untaken; AND
  - (iv) the employee would have been entitled to payment for that public holiday under section 40(3) of the **Holidays Act 2003**.
- (c) Annual leave due on resignation or retirement shall be payable as follows:
- (i) An employee who resigns at the end of the Polytechnic year shall receive payment up to the end of any period of leave due.
  - (ii) An employee who resigns during the year shall receive payment as provided for in the **Holidays Act 2003**.

#### 3.9.4 Recovery of Overpayment

- (a) The employer may make deductions from an employee's salary for the following reasons:
  - (i) where, on ending their employment, the employee has taken more annual leave than the amount owed to them;
  - (ii) errors or corrections in the employee's pay.
- (b) **Provided However** if the deducting of any overpayment from an employee's salary in one lot for one of the reasons listed in clause 3.9.4(a) above would cause the employee undue hardship, the employer will recover the amount of overpayment in instalments fixed after consultation with the employee.
- (c) Notwithstanding clause 3.9.4(b) above the employer may deduct any overpayment in one lot from the employee if the deduction is to be made from the employee's final salary at the Open Polytechnic.



## Section 4 - Allowances, Expenses and Grants

### 4.1 Allowances

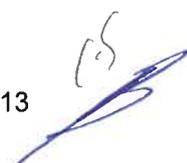
- 4.1.1 Employees shall be paid allowances on the terms, conditions and rates set out in the Second Schedule.

### 4.2 Reimbursements

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

- (a) (i) Subscriptions to professional associations where membership is mandatory.
- (ii) Reimbursement shall be made to part-time and full-time employees for the cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the employee has been employed, or to maintain membership of a recognised professional association in terms of clause 4.2.1(a)(i) of this clause.
- (b) Expenses incurred in attendance at courses or conferences required by the employer. Reimbursement shall be for actual and reasonable expenses for travel and the daily travelling allowances set out in the Second Schedule of this Agreement 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 employee's negligence or misconduct, and provided that, where appropriate, payment may be less than replacement cost.
- (f) Expenses incurred in attendance at meetings outside the normal hours of duty which may be required of an employee by the employer.
- (g) Temporary Relocation of Employees

In special circumstances, e.g. rebuilding of the Polytechnic, where the work location of staff is temporarily relocated, employees may be reimbursed for additional expense incurred in this situation. Payment



shall be on the basis of public transport.

(h) 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 their dependants without incurring extra expenses.

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

4.3.1 In the event of the death of an employee while employed in a permanent teaching position in the Polytechnic, including employment during any probationary period, there shall, with the approval of the employer, be paid to a person who is either a dependent of an employee or has part-time or full-time care of the employee's children or other dependents, an amount calculated as follows:

- (a) In the case of an employee with more than ten (10) years' and under twenty (20) years' service, a sum equal to one-twelfth of the annual salary computed at the total rate payable to the employee at the time of their death;
- (b) In the case of an employee with twenty (20) years' service or more, a sum equal to one-eighth of the annual salary computed at the total rate payable to the employee at the time of their death.

4.3.2 For the purposes of this clause, the term "*service*" means full-time service in the Polytechnic **PROVIDED HOWEVER** for employees recruited on or before 1 July 1993, "*service*" for the purposes of this clause means full-time service in a polytechnic or any other service which is included in the service of a teacher for the purposes of the Education (Salaries and Staffing) Regulations 1957.

## Section 5 - Hours of Work

### 5.1 Weekly Duty Hours

- 5.1.1 The employees' hours of work shall be thirty-seven and a half (37.5) hours per week.
- 5.1.2 Subject to clauses 5.1.2(a), 5.1.2(b) and 5.1.3 below, an employee may be required to undertake duty between the hours of 7.30am and 9.30pm, Monday to Friday inclusive.
- (a) An employee may not be required to undertake duty for more than a total of eight (8) hours a week after 5.00pm or on more than two (2) nights each week;
- (b) An employee may consent to undertake duties after 5.00pm in excess of those prescribed in clause 5.1.2(a) above.
- 5.1.3 An employee may consent to undertake duties at weekends between the hours of 7:30 a.m. and 9:30 p.m. Such consent will not be unreasonably withheld by the employee when weekend work is reasonably required of the employee by the employer to meet the needs of an Open Polytechnic programme or course including but not confined to marae visits, block courses, workshops or seminars.
- 5.1.4 An employee shall not undertake duty on more than five (5) consecutive days.
- 5.1.5 Where an employee completes the maximum weekly duty hours in less than five (5) days the remaining days shall be regarded as duty days even though no duty shall be required on them.

### 5.2 Daily Duty Hours

- 5.2.1 Subject to clauses 5.2.2 and 5.2.3 of this clause, except for field trips or approved off-campus teaching duties, an employee shall be on duty for no more than nine (9) hours in any one day.
- 5.2.2 An employee shall take a meal break of not less than thirty (30) minutes and not more than one hour after each period of five (5) hours of continuous duty.
- 5.2.3 An employee shall not undertake duty within eleven (11) hours of completing duty on the previous day.

### 5.3 Conditions Governing Variation of Hours of Work

- 5.3.1 Notwithstanding clauses 5.1 and 5.2, an employee may consent to work outside the weekly duty hours, clock hours, and daily duty hours provided for in clauses 5.1 and 5.2 where they are engaged in special projects or overseas travel **PROVIDED THAT** the employee shall be entitled to an agreed compensatory period of time off in lieu.

#### **5.4 Travelling Time to Count Towards Duty Hours**

- 5.4.1 Hours spent travelling from a site on campus to either a site off campus or on another campus or where overnight accommodation is required, may be counted as directed duty hours to a maximum of ten (10) duty hours in any day.

#### **5.5 Employee Workload**

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

#### **5.6 Workload Review Committee**

- 5.6.1 A Workload Review Committee shall be established to deal with complaints of excessive workload.
- 5.6.2 The Workload Review Committee shall consist of four (4) people being a nominee of the CEO, a nominee of the Executive Director, Learning Delivery, a nominee of TEU and a nominee of the employee concerned.
- 5.6.3 The Workload Review Committee shall:
- (a) set its own procedure;
  - (b) be required to take into account appropriate contractual provisions in its deliberations;
  - (c) endeavour to resolve the dispute by discussion with the parties but, failing that, to investigate the complaint (after giving both sides an opportunity to be heard) and then make recommendations to the Executive Director, Learning Delivery.
- 5.6.4 Recommendations shall be in writing and copies shall be provided to both parties who shall have an opportunity to comment. The Executive Director, Learning Delivery shall receive the written recommendations and any comments made by the parties before making their decision.

## Section 6 - Training and Professional Development

### 6.1 Intent

- 6.1.1 The following provisions recognise the obligations of academic staff members to maintain and enhance their competence both in their teaching area and as educators and the responsibility of employers to ensure that academic staff under their control receive timely and appropriate training and opportunities for professional development.

### 6.2 Training

- 6.2.1 Every permanent academic staff member shall undergo recognised academic staff training which may be for up to twelve (12) weeks in order to develop and enhance competency in those skills necessary for teaching **PROVIDED THAT** employees with appropriate prior training or experience may have this recognised as fulfilling all or part of the requirements of this clause.
- 6.2.2 Appropriate training opportunities for fixed term academic staff members shall be provided having regard for the length of their appointments.
- 6.2.3 Academic staff members in each of their first two (2) years of employment at the Polytechnic may be required to use up to five (5) days of research and development time in meeting the requirements for academic staff training set out above.

### 6.3 Research and Development Time

- 6.3.1 Subject to clause 6.3.9 permanent full-time academic staff members shall be allocated twenty (20) duty days and permanent part-time academic staff members shall be allocated the same proportion of twenty (20) duty days as the proportion they were appointed at of a full-time position, for approved research and development activities in each full year for which they are employed, subject to:
- (a) the submission by the employee of a proposed programme of research and development activities that accounts for this time or its equivalent;
  - (b) the approval of the employer for such programmes, but such approval shall not be unreasonably withheld;
  - (c) reasonable notice being given of proposed activities, and the timing of the programme being made with due regard to the Polytechnic's operational requirements.
- 6.3.2 Provided that in the developing of a programme of research and development activities the employee shall be required to consider:
- (a) their own development needs;

- (b) their research aspirations; and
- (c) the Polytechnic's needs as advised by the employer.

- 6.3.3 Additional research and development time may be made available to employees at the employer's discretion.
- 6.3.4 If, in the opinion of the employer, a proposed programme of research and development activities is inappropriate, or if a proposal is not submitted, the employee may be required to undertake such duty as the employer directs for all or any part of duty days allocated to the employee for approved research and development activities.
- 6.3.5 The employer may allocate a grant in aid towards expenses.
- 6.3.6 Fixed term academic staff members shall be allocated five (5) duty days for approved research and development activities in each full year for which they are employed.
- 6.3.7 Research and professional development days may be accumulated according to any conditions which may be agreed between the employer and the employee.
- 6.3.8 Days in an approved programme of research and development shall be included in the employee's annual job plan and shall not be used for other purposes except with the agreement of the employee.
- 6.3.9 An employee receiving an entitlement to sabbatical leave under clause 6.4 shall have their entitlement to research and development time under clause 6.3.1 reduced by fifteen (15) days.

## 6.4 Sabbatical Leave

- 6.4.1 Subject to clause 6.3.9, employees will be entitled to take three (3) weeks' sabbatical leave on the completion of every three (3) years qualifying service since 1 February 1995 **PROVIDED THAT** for an employee appointed on or before 30 September 1994 the said qualifying service for sabbatical leave shall commence from 1 February 1997. Any year in which an entitlement to sabbatical leave is taken shall be deemed to constitute part of the qualifying service for the next entitlement of sabbatical leave.
- 6.4.2 The plain and ordinary meaning of "Sabbatical Leave" is leave granted to a teacher for the purpose of rest, study and travel.

In the context of The Open Polytechnic of New Zealand Academic Staff Collective Agreement, and in particular clause 6.1, academic staff must use their sabbatical leave for the purpose of maintaining and enhancing their competence both in their teaching area and as educators.

- 6.4.3 The employee must agree on the timing of the sabbatical leave with the Manager, Learning Delivery having regard to the operational requirements of the Polytechnic before it is taken.

- 6.4.4 Sabbatical leave shall be taken in the year the academic staff member becomes eligible for it. With the agreement of the Manager, Learning Delivery, it can be taken in the next academic year.
- 6.4.5 The taking of sabbatical leave shall be discussed with the employee's manager when the annual job plan is negotiated.
- 6.4.6 The employee shall share the detail of their intentions regarding the use of sabbatical leave with the Manager, Learning Delivery to avoid any dispute as to whether the sabbatical leave has been taken in accordance with clause 6.4.2.
- 6.4.7 Employees returning from sabbatical leave shall prepare a brief report to the Manager, Learning Delivery outlining how they have used their sabbatical leave to confirm it has been used for its contractual purpose and to enable the employer to confirm they are meeting their responsibility under clause 6.1 *"to ensure that academic staff under (their) control receive timely and appropriate training and opportunities for professional development."*

## Section 7 - Appointments

### 7.1 Categories of Employment

- 7.1.1 Academic staff members and academic assistants covered by this Agreement will be engaged as:
- (a) permanent academic staff members; or
  - (b) fixed term academic staff members.
- 7.1.2 (a) The terms and conditions contained in this Agreement including clauses 7.1.1 to 7.1.5 shall apply to academic assistants unless otherwise specifically provided.
- (b) No existing staff member shall be displaced by the appointment of an academic assistant.
- 7.1.3 All employees engaged for an indefinite period of employment either in a full or part-time capacity shall be classified as "permanent academic staff members".
- 7.1.4 Fixed term academic staff members are employees engaged for a period(s) of employment agreed to end at the close of a specified date or period, on the occurrence of a specified event, or at the conclusion of a specified project. Such appointments shall not normally exceed two (2) years in total although they may be extended for further period(s) provided that the initial period of employment and the extension(s) granted do not exceed three (3) years in total.
- 7.1.5 (a) In circumstances where the employer does not require an employee on a full-time basis or for the year, they shall be paid pro-rata the appropriate rate of salary. Part-time academic staff members shall be classified as either permanent or fixed term depending upon the period of employment.
- (b) Part-time academic staff members shall be provided at the time of engagement with written notification of the hours of work and/or defined period of the year and rates of pay and such notification shall be signed by the employee.
- (c) Subject to clause 7.1.5(d), part-time academic staff members may not be appointed at more than 0.8 of a full-time position.
- (d) Where the employer and the employee agree, part-time academic staff members may work additional paid hours from time to time **PROVIDED THAT** twenty four (24) hours' notice of the additional hours is given to the employee and the hours worked are not in

excess of ordinary full-time hours.

- (e) Where the employer and the employee agree, an employee may work reduced hours on either a fixed term or permanent basis.

## **7.2 Equal Opportunities**

- 7.2.1 The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of the Public Service Act 2020 as regards being a 'good employer' and the development of an equal employment opportunities programme.

For the purposes of this Agreement 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 to 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.

- 7.2.2 The employer shall notify the local branch of TEU when intending to develop an Equal Employment Opportunities Programme.
- 7.2.3 TEU shall be involved in the process of developing, implementing and reviewing every Equal Employment Opportunities Programme.

## **7.3 Notifying of Vacancies**

- 7.3.1 Where the employer intends to fill a position that is vacant or is to become vacant in the Polytechnic (other than with an acting or temporary or casual or relieving employee) the employer shall, wherever practicable, notify the vacancy or prospective vacancy in a manner sufficient to enable suitably qualified persons to apply for the position.

## **7.4 Termination of Employment**

- 7.4.1 Employees other than those appointed on a fixed term basis shall be given two (2) months' notice of termination of employment. This provision shall not apply in the event of a surplus staffing situation when the provisions of Section 11 shall apply.
- 7.4.2 The employment of an employee on a fixed term basis may be terminated with two (2) weeks' written notice by either party.
- 7.4.3 Nothing in this clause shall remove from the employer their obligation to observe the principles set out in clause 7.6 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.

- 7.4.4 Notwithstanding the above, any employee may be dismissed without notice for serious misconduct.
- 7.4.5 An employee appointed to a permanent position shall give at least two (2) months' written notice of resignation. A lesser period of notice may be mutually agreed to by the employer and employee by signed written agreement.

## 7.5 Incapacity

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

## 7.6 Disciplinary Procedures for Employees

### 7.6.1 Principles to be Observed

In any disciplinary action the following principles shall be observed:

- (a) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.

- (c) The response of the employee must be considered before a decision is made.
- (d) The employee must, if 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.
- (e) The notification of complaint and results of any action are to be recorded in writing and sighted and signed by the employee as having been seen.
- (f) The employee must be advised by the employer of their right to request union assistance, and/or representation at any stage.

#### 7.6.2 Disciplinary Policy and Procedures

The rules of behaviour and disciplinary policy and procedures of The Open Polytechnic of New Zealand in force from time to time during the term of this Agreement shall apply to the extent that they are not inconsistent with any provisions of this Agreement. Employees shall be entitled to access the rules of behaviour and disciplinary policy and procedures through the Polytechnic's Intranet system ("Polynet") including any amendments and alterations that may be made during the term of this Agreement.

#### 7.6.3 Suspension of Employees

Nothing in clause 7.6 shall prevent:

- (a) The suspension of an employee with pay where a complaint of serious misconduct has been laid against an employee and the employer considers their suspension is either necessary or appropriate whilst the complaint is being investigated. Where an employee has been suspended and the complaint is subsequently found to be without substance, the employee must be entitled to resume the position from which they were suspended.
- (b) The suspension of an employee with or without pay, an employee's temporary placement on other duties, or an employee's dismissal without notice, where a complaint of serious misconduct against an employee has been upheld.

Provided however no period of suspension provided for in clauses 7.6.3(a) or 7.6.3(b) above shall exceed five (5) working days and before any decision to suspend is made the employee shall be given an opportunity (which may be brief) to make representations on the appropriateness or otherwise of suspension.

## 7.7 Transfers

7.7.1 The employer may transfer an employee from one position within its employment to another with the agreement of the employee PROVIDING:

- (a) it does not result in a decrease in the employee's salary;
- (b) a surplus staffing situation does not exist pursuant to clause 11.3 of this Agreement; and
- (c) the position to which the employee is transferred is covered by this Agreement.

## 7.8 Abandonment of Employment

Where an employee is absent from work for a continuous period exceeding five (5) working days without the consent of the employer, they shall be deemed to have terminated their employment without notice. **PROVIDED THAT** it shall be the duty of the employer and the employee to make reasonable effort to contact each other during this period and, further that where, through no fault of the employee, it was impossible to notify the employer, the employee shall not be deemed to have abandoned their employment.

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## Section 8 - Leave

### 8.1 Leave of Absence to Count as Days and Half-Days

- 8.1.1 Absence for any session (being a morning, afternoon or evening) in one (1) day shall count as absence for one half-day but absence for two (2) or more sessions in one (1) day shall count as absence for one (1) day.

### 8.2 Public Holidays

- 8.2.1 The following days shall be observed as public holidays, in addition to annual holidays, in accordance with the *Holidays Act 2003*:

- (a) Christmas Day;
- (b) Boxing Day;
- (c) New Year's Day;
- (d) 2 January;
- (e) Waitangi Day;
- (f) Good Friday;
- (g) Easter Monday;
- (h) ANZAC Day;
- (i) the birthday of the reigning Sovereign (observed on the first Monday in June);
- (j) Labour Day (being the fourth Monday in October);
- (k) the day of the anniversary of a province or the day locally observed as that day.

If the employee agrees to work on a public holiday (as defined in the *Holidays Act 2003*) which would otherwise be a working day for the employee, the employee will be paid at one and a half times their relevant daily pay for that day and will receive a paid alternative holiday. If the employee were to work on a public holiday (as defined above) that is not otherwise a working day for the employee, they will be paid at one and a half times their relevant daily pay. The employee may not work on a public holiday (as defined in clause 8.2.1 above) without the written authorisation of their employer.

### 8.3 Organisation Holiday

- 8.3.1 In addition to the above public holidays, the employee will also be entitled to two days' paid organisation holidays, being Easter Tuesday, and the day after Boxing Day, provided the holidays fall on days that would otherwise be working days for the employee. **Provided However**, if the day after Boxing

Day falls on a day that would not be a working day for the employee, the organisation holiday must be treated as falling on the next available working day.

- 8.3.2 An employee may agree to work on the day after Boxing Day and/or Easter Tuesday and have an equivalent holiday on a later day at a date mutually agreeable to the employee and employer.

## 8.4 Annual Holidays

- 8.4.1 At the end of each completed twelve (12) months of continuous employment, the employee shall be entitled to five (5) weeks' annual holidays. For the purposes of calculating leave, the leave year shall commence on 1 February each year for all employees covered by this agreement. Employees in their first year of employment who do not complete twelve (12) months of continuous employment prior to 31 January of the following year agree to take the accrued portion (as at 31 January) of their annual holidays in advance, under clause 8.4.4, within 12 (twelve) months after the 31st of January.
- 8.4.2 Employees are entitled to not less than four (4) weeks of annual holidays in one block unless the employee agrees otherwise.
- 8.4.3 The remainder shall be taken in periods of not less than one (1) day at a time.
- 8.4.4 An employee may, with the agreement of the employer, take an agreed portion of the employee's annual holidays in advance
- 8.4.5 An employee who is entitled to annual holidays at the commencement of a closedown period can be required by the employer to take annual holidays during the closedown period subject to the employer giving the employee not less than fourteen (14) days' notice of the requirement to take annual holidays.
- 8.4.6 An employee who is not entitled to annual holidays at the commencement of a closedown period must, if required to do so by their employer, discontinue their work during the closedown period subject to the employer giving the employee not less than fourteen (14) days' notice of the requirement to discontinue work Provided However it is agreed the employee will take the period of the closedown as annual holidays in advance.
- 8.4.7 Subject to clause 8.4.1, the employer will allow the employee to take their annual holidays within twelve (12) months from 1 February each year. The employee and employer will endeavour to reach agreement on when annual holidays will be taken, taking into account as far as possible work requirements and the efficient performance of the employee's duties. If the employer and employee are unable to reach agreement on the timing of annual holidays then the employer may require the employee to take their annual holidays by giving not less than fourteen (14) days' notice.

8.4.8 Annual holiday pay will be paid to the employee as part of the normal pay cycle, not necessarily before the holiday is taken. Provided however an employee may receive payment for an annual holiday before the holiday is taken conditional upon the employee making that request in writing to the employer not less than 14 days before the annual holiday is proposed to be taken.

8.4.9 An employee's entitlement to annual holidays remains in force until the employee has taken all the entitlement as paid holidays.

## **8.5 Special Leave Without Pay**

8.5.1 Except as specified elsewhere in this Agreement, special leave without pay, not exceeding two (2) years, may be granted to an employee by the employer.

## **8.6 Leave for Part-time Employees**

8.6.1 Standard leave provisions as for permanent, full-time employees shall apply. The employee continues to be paid on a pro-rata basis during leave.

## **8.7 Sick Leave**

8.7.1 All employees shall be entitled in each twelve (12) month period of continuous employment at the Polytechnic to accumulate sick leave calculated at the ordinary rate of pay at the rate of fifteen (15) days per year in the employee's first year of service and thereafter at the rate of ten (10) days per year. The maximum that can be carried over into any subsequent twelve (12) month period of employment shall be three hundred and six (306) days.

8.7.2 If the period of sick leave to which an employee would be entitled under clause 8.7.1 (less the total amount of sick leave already taken during relevant qualifying service) is, at 1 December 1994, less than the balance of the employee's sick leave entitlement as at that date, then the employee's sick leave entitlement will be adjusted so no such loss occurs: Provided that employees who have benefited from this adjustment to their sick leave entitlement will receive no further increase to their sick leave entitlement until the sick leave days generated pursuant to clause 8.7.1 exceeds the adjusted entitlement referred to in this clause.

8.7.3 An employee may take sick leave if:

- (a) the employee is sick or injured; or
- (b) the employee's spouse is sick or injured; or
- (c) a person who is dependent on the employee for care is sick or injured.

- 8.7.4 Sick leave shall not be paid for any public holiday for which the employee is entitled to ordinary rate of pay.
- 8.7.5 Where an employee is absent on sick leave for less than one full working day, the employee shall be deemed to have taken one half-day's sick leave if absent for either the morning or the afternoon, or after working at least two (2) hours and less than six (6) hours. The employee shall be deemed to have taken one (1) day's sick leave if absent for more than six (6) hours during the day.
- 8.7.6 (a) If required by the employer, proof of sickness or injury for sick leave taken under clause 8.7 may be required to be provided by the employee if the sickness or injury that gave rise to the leave is for a period of three (3) or more working days. The employer may also require the employee to provide proof of sickness or injury for any sick leave taken in excess of five (5) days sick leave for each twelve (12) month period of their continuous employment. Where proof of sickness or injury has been required by the employer, the employer is not required to pay the employee for any sick leave in respect of which proof is required until the employee complies with that requirement.
- (b) For the purposes of clause 8.7.6(a), proof of sickness or injury may include a certificate from a medical practitioner (within the meaning of the Medical Practitioners Act 1955) or another appropriate registered health professional acceptable to the employer.
- 8.7.7 The employee shall ensure notice of sickness is given to the employer before the commencement of work or as soon as practicable thereafter.
- 8.7.8 Where an employee is incapacitated by sickness or accident arising out of and in the course of employment, the provisions of the ***Injury Prevention, Rehabilitation, and Compensation Act 2001*** or any amendment thereto or Act passed in substitution will apply. Any period for which the employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed in clauses 8.7.1 and 8.7.2.
- 8.7.9 Subject to clauses 8.7.1 and 8.7.2, an employee's sick leave entitlement is as set out in the Third Schedule.

## 8.8 Disregarded Sick Leave

- 8.8.1 Means any sick leave, on pay, which is not debited from the sick leave entitlement. Total disregarded sick leave granted must not exceed an overall aggregate of two (2) 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 or any amendment thereto or Act passed in substitution normally apply to absences on account of sickness caused by working conditions, and so the question of sick leave should not arise. However, where the Accident Compensation Corporation declines to accept liability, the employer may approve the disregarding of sick leave. Sick leave shall be disregarded only when the sickness is directly attributable to the conditions or circumstances under which the employee is working, or when an employee contracts an illness through contact in the course of duties.
- (b) Epidemic Disease  
When an epidemic occurs, the sick leave of employees who contract the disease shall be disregarded for the time necessary for the disease to run its normal course.
- (c) Infectious Diseases  
When an employee contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending the 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 employee's doctor decides is necessary for the employee to remain away from the Polytechnic.

## 8.9 Bereavement/Tangihanga Leave

### 8.9.1 Death in New Zealand or Overseas

An employee shall be granted special bereavement leave on full pay to discharge their obligation and/or pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga, or its equivalent.

If a 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.

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:

- (a) The closeness of the association between the employee and the deceased (NOTE: This association need not be a blood relationship).
- (b) Whether the employee has to take significant responsibility for any or

all of the arrangements to do with the ceremonies resulting from the death.

- (c) The amount of time needed to discharge properly any responsibilities or obligations.
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- (e) A decision must be made as quickly as possible so that the employee 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.
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

8.9.2 In granting bereavement leave under clause 8.9.1 above, the minimum entitlement to bereavement leave will be:

- (a) no less than three (3) days' bereavement leave for a bereavement resulting from the death of the employee's:
  - (i) spouse (as defined in the Holidays Act 2003);
  - (ii) parent;
  - (iii) child;
  - (iv) brother or sister
  - (v) grandparent
  - (vi) grandchild
  - (vii) spouse's parent; **or:**
- (b) no less than one (1) day's bereavement leave for a bereavement resulting from the death of any other person if the Employer accepts the employee has suffered a bereavement as a result of death having regard to:
  - (i) the closeness of the association between the employee and the deceased person;
  - (ii) whether the employee has to take subsequent responsibility for all or any of the arrangements for the ceremonies relating to the death;
  - (iii) any cultural responsibilities of the employee in relation to the death.



## 8.10 **Sickness, injury or bereavement occurring before scheduled annual holidays**

8.10.1 An employee who has been allowed to take annual holidays but who, before taking those annual holidays, becomes sick or injured, or has a spouse or dependent who becomes sick or injured, or suffers a bereavement as described in clause 8.9, may take any period of sickness or injury or bereavement as either sick leave or bereavement leave instead of as annual holidays.

## 8.11 **Employer may allow employee taking annual holidays to take sick leave**

8.11.1 An employee on annual holidays who becomes sick or injured may, with their employer's agreement, take any period of sickness or injury that the employee would otherwise take as an annual holiday, as sick leave.

## 8.12 **Parental Leave**

8.12.1 Entitlement

- (i) The purpose of parental leave is to provide employees with an entitlement to parental leave for the care of a new baby or a child to be adopted. It also protects the rights of employees during pregnancy and parental leave as provided in this clause and under the Parental Leave and Employment Protection Act 1987 ["the Act"].
- (ii) For the purposes of this clause a spouse or partner is a person in a married, civil union or de facto relationship (including same sex partners) with the parent or employee who assumes the care of the child they intend to jointly adopt. They do not need to be the natural parent of the child. Parental leave is available to all eligible employees of the Polytechnic.
- (iii) Parental leave is available:
  - in respect of every child born to an employee or their partner;
  - in respect of every child up to and including the age of five years of age legally adopted by an employee and their partner.
- (iv) Parental leave includes the following types of unpaid leave (some of which can be shared with the employee's spouse/partner if they are also eligible):

**Maternity Leave** of 14 continuous weeks to be taken around the time of the birth of their child or when an adoptive parent first assumes the care of a child under the age of five years with a view to

adoption. Maternity leave automatically starts on the date of confinement but may start earlier than that date.

**Partner's/paternity leave** of up to 2 weeks may be taken in the period between 21 days before the expected date of delivery (or date the spouse or partner assumes the care of the child with a view to adoption) and 21 days after the actual date of birth or the date the employee has assumed the care of a child with a view to adoption or at any other time with mutual agreement.

**Extended leave** of up to 52 weeks is available for eligible employees and is available for 12 months after birth or the date the employee assumes care of the child they intend to adopt. Extended care may be shared by both eligible parents but the total leave taken must not be more than 52 weeks. Where a employee is entitled to both maternity leave and extended leave and has taken maternity leave then the period of extended leave to which their spouse or partner is entitled to in respect of the child shall be reduced by the total period of maternity leave taken excluding any maternity leave taken in excess of 14 weeks taken under section 9[2] of the Act. The two weeks partner's/paternity leave entitlement and special leave available to pregnant staff is additional to this 52 weeks. Both spouses and partners can take their leave at the same time or they can take it one after the other.

**Extended leave** can start at any time after the end of the employee's maternity or partner's/paternity leave.

Each kind of leave must be taken in one continuous period. An employee can finish their maternity or partner's/paternity leave, go back to work and then take extended leave later. However, the right to extended leave ends when the child is one year old, or one year after the employee has assumed the care of a child they intend to adopt.

In the case of an employee employed for a fixed term all kinds of parental leave and entitlement to paid parental leave will end on expiry of their fixed term.

- (v) Parental leave up to 52 weeks may be taken by employees with at least 12 months service since the commencement of their employment or their return from parental leave.
- (vi) Parental leave of up to 26 weeks may be taken by employees with not less than 6 months service but with less than 12 months service since the commencement of their employment or their return from parental leave.
- (vii) Parental leave may be shared by the employee and partner up to a total between them of 52 weeks as provided in the Act. This applies whether one or both parents are employed by the Polytechnic.

- (viii) The employee may take up to 14 continuous weeks as maternity leave. The date of commencement of maternity leave, and the right of the employee and others to determine the duration and date of commencement are as provided by sections 9-14 of the Act.
- (ix) Employees may take up to 52 or 26 continuous weeks (as provided in (v) and (vi) above) as extended leave, less any maternity leave taken, in the 12 months after birth or assuming care of a child under five (5) years with a view to adoption.
- (x) Where two or more children are born or adopted at the same time, for the purposes of these provisions, the employee's entitlements shall be the same as if only one child had been born or adopted.
- (xi) Leave may be taken in non-continuous periods at the written discretion of the Executive Director, Human Resources or other authorised representative of the employer. Application must be made at the time of applying for parental leave. In making a decision, regard will be given to the wishes of the employee and the needs of the Polytechnic.
- (xii) In addition to the parental leave provisions noted above, a partner/spouse who assumes or intends to assume the care of the child of their spouse or partner may take two (2) continuous weeks without pay as partner's/paternity leave. This leave may be taken any time during the period commencing 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.
- (xiii) In addition to the parental leave provisions noted above, a female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days special leave without pay for reasons connected with their pregnancy.
- (xiv) With respect to an employee on a fixed term agreement their eligibility for parental leave is on the same basis as for permanent employees. However, their entitlement to parental leave and paid parental leave will end on the same day as their fixed term agreement expires.

#### 8.12.2 Paid Parental Leave

- (i) An employee who is entitled to up to 52 weeks parental leave will continue on pay for the first six weeks of their maternity leave, or lesser period if they take less than six weeks of parental leave. This payment is additional to any paid parental leave the employee may be eligible to under part 7A of the Act.
- (ii) Payment will be based on the percentage rate of employment prior to absence on parental leave. However, a employee who works less than full normal hours, for a short period only prior to their confinement, may have their case for full payment considered by the

Executive Director, Human Resources or other authorised representative of the employer.

### 8.12.3 Application

- (i) Employees intending to take parental leave must give at least three months' notice in writing to the Executive Director, Human Resources or other authorised representative of the employer, advising the proposed dates of commencement and expiry of each period of leave intended to be taken. The application is to be accompanied by a certificate signed by the Lead Maternity Carer advising the expected date of delivery. Special and medical circumstances will be taken into account by the employer in deciding whether to accept a lesser period of notice.
- (ii) A partner employee must provide written advice from the employee named in the medical certificate that he is her partner and he intends to assume care of the child to be born to her.
- (iii) If extended leave is applied for, the employee must also advise whether their partner is intending to take any maternity or extended leave. If they are, the employee must advise the name of the employee's partner, the name and address of the employee's partner's employer, the proposed dates of commencement and expiry of each period of leave intended to be taken, and an assurance that the aggregate of maternity and extended leave will not exceed 52 or 26 weeks as appropriate.

When a child is to be adopted the notice requirements are:

- If the adoption has been approved by a social worker, notice must be given within 14 days of receiving notice from the social worker and must be accompanied by a letter from the social worker;
  - If the adoption results from a court order, notice must be given within 14 days of the making of the order and be accompanied by a certified copy of it; or
  - In other circumstances, notice must be given within 14 days of the employee making a statutory declaration to the effect that care of a child has been assumed, and must be accompanied by a copy of the declaration.
- (iv) Within three weeks of receiving the application, the employer will provide a written response, confirming the employee's entitlement to parental leave, stating whether or not the employee's position can be kept open while they are on leave, and advising the employee's rights and obligations under the Parental Leave and Employment Protection Act and this clause.

- (v) If the application is incomplete, or if less than three months' notice is given, the employer will follow the procedures set out in sections 34 and 35 of the Act.
- (vi) If the employee's position cannot be kept open, the employer will inform the employee of their right to dispute this statement, and that the employee will be given preference over other applicants for vacant positions within the time and other constraints provided by section 36(1)(d)(ii) of the Act.

#### 8.12.4 Return to Work

- (i) All notifications of or requests to return to work must be made in writing to the Executive Director, Human Resources or other authorised representative of the employer.
- (ii) An employee on parental leave is required to give not less than one month's written notification stating whether or not they will be returning to work at the end of the period of parental leave.
- (iii) An employee may request to return to work early from parental leave. Following consultation with the employee's manager, the Executive Director, Human Resources or other authorised representative of the employer will notify the employee whether or not the request is approved.
- (iv) An employee may request to return to work on reduced hours. Following consultation with the employee's manager, the Executive Director, Human Resources or other authorised representative of the employer will notify the employee whether or not the request is approved. In making a decision, regard will be given to the wishes of the employee and the needs of the Polytechnic.

An employee may request an extension of parental leave if they are unable to return to work at the expiry of parental leave. Following consultation with the employee's manager, the Executive Director, Human Resources or other authorised representative of the employer will notify the employee whether or not the request is approved. In making the decision regard will be given to the wishes of the employee and the needs of the Polytechnic.

#### 8.12.5 Employment Protection

- (i) Subject to clause 8.12.6 of this Agreement and sections 50 to 52 of the Act an employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
  - at the equivalent salary and grading;
  - at the same location; and



- involving responsibilities broadly comparable to those exercised in the previous position.
- (ii) When an employee goes on parental leave, an employer must as first preference hold the employee's position open (note: this includes filling it temporarily), but if the employer needs to fill the position permanently, at the time the employee indicates his/her intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority):
- the same position, if it is vacant at that time, or a similar position to the one they occupied before commencing parental leave; or
  - if this is not possible, the employer may approve an extension of parental leave up to 12 months until the employee's previous position or similar position becomes available; or
  - Where extended parental leave as provided above expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with two months' notice.
- (iii) For the purposes of service related entitlements and service recognition, Parental Leave is deemed to interrupt but not break service.

#### 8.12.6 Restructuring and Redundancy

If a redundancy occurs in relation to a job that is held by an employee who is on parental leave, then the provisions of section 11 of this Agreement will apply.

### 8.13 **Special Discretionary Leave**

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

- (a) Cultural, community and sporting activities involving national or provincial representation.
- (b) Educational activities pertaining to an employee's work noting that:
  - (i) For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved;
  - (ii) Examination leave shall be on full pay.
- (c) Upgrading qualifications at the request of the employer.
- (d) Marriage of the employee.



- (e) Involvement in recognised civil defence and search and rescue activities.
- (f) Attendance at meetings of recognised local authorities as a member.
- (g) Attendance, as an elected officer of the Union, at meetings of TEU.
- (h) Where because of serious illness a family member becomes dependent on the employee.

## **8.14 Leave for Approved Statutory Authorities**

8.14.1 The employer shall grant leave on full pay to an employee 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 employee from the authority shall be paid to the Polytechnic:

- (a) The Open Polytechnic of New Zealand Council;
- (b) Hearings of the Employment Court or Employment Relations Authority.

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

## **8.15 Entitlements under the Holidays Act 2003**

An employee can obtain further information about entitlements under the Holidays Act 2003 ("the Act"), from TEU (the union) or the Ministry of Business, Innovation and Employment (MBIE) phone 0800 20 90 20, or through their website. Your entitlements under the Act can be accessed on [www.legislation.govt.nz](http://www.legislation.govt.nz).

## Section 9 - Protection and Safety Provisions

### 9.1 Health and Safety Responsibilities

- 9.1.1 The good employer provisions of the **Public Service Act 2020** Sections 79 to 80, and the **Health & Safety at Work Act 2015** (or any amendments or Acts passed in substitution of these Acts) shall apply with particular regard to good and safe working conditions.
- 9.1.2 The parties to this Agreement agree that employees should be adequately protected from any safety and health hazards arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.
- 9.1.3 The employer will identify hazards in the work environment and will take every practicable action to ensure that these hazards do not create accidents or injury to employees by:
- (a) observing and enforcing the Health & Safety at Work Act 2015 and its subsequent amendments;
  - (b) providing training and equipment that assists in the prevention of accidents and injury;
  - (c) providing opportunities for employees to participate in the process of hazard identification and prevention.
- 9.1.4 Employees have the responsibility to keep themselves and others safe. Employees will contribute to making their workplace safer by:
- (a) being involved in their workplace health and safety system;
  - (b) following correct procedures and using correct equipment;
  - (c) wearing protective clothing and equipment;
  - (d) ensuring that no action on their part while at work will cause harm to any other person;
  - (e) communicating concerns and any hazard identified to their employer;
  - (f) not becoming a hazard to others at work by being under the influence of alcohol or other drugs;
  - (g) advising the employer of anything that might affect the employee's ability to perform their work safely;
  - (h) reporting, on the employer's prescribed form, any accident that has harmed, or might have harmed, the employee.

- 9.1.5 The employer will consult with the local Branch of TEU when developing the plan for managing health and safety at The Open Polytechnic of New Zealand.

## 9.2 Visual Display Units

- 9.2.1 The Polytechnic shall implement the mandatory provisions of the Code of Practice for Visual Display Units issued by the Department of Labour. The other recommendations will be adopted as appropriate.

### 9.2.2 Eye Health Benefit

- (a) After a qualifying period of six (6) months of employment, any employee shall be entitled once in each twenty-four (24) month period of their employment to an eye test by a registered optometrist at the Employer's expense.
- (b) If that discloses that optical glasses/contact lenses are required then the cost of optical glasses/lenses will be met by the Employer subject to a maximum of Three Hundred Dollars (\$300.00) for lenses and frames.

### 9.2.3 Spells

Employees employed continuously on VDU terminals shall be entitled to relief by means of variations in work or by regular spells.

## 9.3 Photocopiers

- 9.3.1 Minimum requirements for the siting and use of photocopiers are:

- (a) Access/ventilation space is required on all sides of unit.
- (b) Employees shall not be seated within four metres of the machine where this constitutes a demonstrated hazard to employees.
- (c) The machine should not in any circumstances be sited in a room of volume less than forty five (45) cubic metres.

## Section 10 - Resolution of Employment Relationship Problems

### 10.1 Definitions

An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between employer and employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement.

Personal Grievance means a formal grievance relating to:

- unjustifiable dismissal,
- unjustifiable disadvantage,
- discrimination,
- sexual or racial harassment, or
- duress in relation to membership or non-membership of a union or employees' organisation.

A Dispute means a disagreement with the way in which your employment agreement has been applied or interpreted.

### 10.2 Resolving Employment Problems

If you think you have an employment problem then you should talk to your manager about it. If you want support or advocacy assistance in doing this you should contact your Union or other representative. At any stage of the process you have an absolute right to representation.

In the case of sexual harassment, you may wish to use the processes outlined in the Polytechnic's Policies and Procedures.

If you have tried to resolve your relationship problem with the Polytechnic, but this has not succeeded then you or your Union can use the formal process that is offered by the Ministry of Business, Innovation and Employment's Mediation Service. Note: There are no charges for using this service.

### 10.3 Personal Grievances

You have ninety (90) days to raise a grievance formally with your employer, from the time the event occurred. Your Union will act for you during the grievance process unless you prefer to represent yourself or seek other representation.

When you raise a grievance with your employer, you or your representative need to state what the grievance is and what you want done about it. This should be done in writing.

## 10.4 Disputes

Where you think you have a dispute about your collective employment agreement you need to tell the Union and employer who are parties to the agreement. This is because what you are disagreeing about may affect everyone else who is employed under the same collective agreement. A dispute may also be taken to the Mediation Service for resolution.

## 10.5 Formal Processes

- Mediation Service

The Mediation Service may help you by giving you information about your rights and obligations. They may also suggest a meeting with your employer or anything else that they think might help. If you have a formal mediation, then it is up to you and your employer to reach an agreement on the outcome. The mediator facilitates the process and helps you and your employer come to an agreement. However, you and your employer can agree at the start of the mediation for the mediator to decide on the outcome. If you and your employer agree to this, then the mediator's decision is final. You cannot appeal the mediator's decision to a higher authority.

- Employment Relations Authority ("the Authority")

If at the end of the mediation a resolution has not been reached, then either you or your employer could take the problem to the Authority. If the problem is about a strike or lockout or injunction then you could take the issue to the Employment Court. However, issues that relate to the negotiation of new terms and conditions can only be addressed through mediation. You cannot take them to the Authority or Employment Court.

The Authority looks at the whole situation rather than the technicalities of the case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that you and your employer do not agree with, then either of you can appeal that decision to the Employment Court.

- Employment Court

Appeals to the Employment Court must be made within 28 days of the Authority making its decision.

If you want further information about this process then please contact:



- Your manager
- Your Union representative.

- Labour Inspectors

The Ministry of Business, Innovation and Employment also employs labour inspectors who you can ask to help you with problems about the minimum entitlements under the law, such as the ***Minimum Wage Act 1983***, or the ***Holidays Act 2003***. Labour inspectors can help you enforce your rights in these matters.



## Section 11 - Restructuring and Redundancy Provisions

### 11.1 Consultation

11.1.1 In accordance with the principles contained within these clauses, the National Secretary of the Tertiary Education Union and the Branch President of the local branch of the Union will be notified by the employer:

- (a) prior to the commencement of any reviews 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 employees;
- (b) 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 existing employees;
- (c) when the employer proposes a restructuring within the meaning of section 69OI(1) of the Employment Relations Act 2000 which if implemented will or is likely to have an adverse effect on the continuation of employment of employees covered by this Agreement.

The employer will provide the union with an opportunity to be involved in any review.

### 11.2 Intent

11.2.1 The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this Agreement. These provisions apply to employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to fixed term employees who have reached the expiry of their agreed specified period(s) of employment as provided for in clause 7.1.4.

### 11.3 Definition

11.3.1 A surplus staffing situation exists when, as a result of the processes described in clause 11.1 above, the employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade (i.e. the terms of appointment to their present position), then the "Options" clause 11.5 below shall apply.

### 11.4 Notification

- 11.4.1 Where a surplus staffing situation in terms of clause 11.3 arises, the employer shall advise the National Secretary of TEU, the Branch President of the local branch of the Union, and the employees affected not less than two (2) months prior to the date by which the surplus staff are to be discharged. This date may be varied by agreement between the parties.

At that time the employer will provide the Union with the following details:

- (a) the location(s) of the surplus staff;
- (b) the number of surplus staff;
- (c) the date by which the surplus needs to be discharged;
- (d) the salary grade and step, names and ages and teaching areas of the affected employees.

## 11.5 Options

- 11.5.1 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.

## 11.6 Conditions applying to options

### 11.6.1 Voluntary Severance

Employees affected by a surplus staffing situation will be given the opportunity to apply for voluntary severance. The acceptance of any application for voluntary severance will be at the discretion of the employer.

### 11.6.2 Attrition

Attrition means that as employees 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 employees or on promotions.

### 11.6.3 Redeployment

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

Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment.

The salary can be preserved in the following ways:

- (a) A lump sum to make up for the loss of basic pay for the next two (2) years (this is not abated by any subsequent salary increases) or;
- (b) An ongoing allowance for two (2) years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

#### 11.6.4 Enhanced Early Retirement

This option provides for an employee to be paid the money available under the severance option, which may, if the employee so desires, be used according to the conditions of the superannuation scheme of which the employee is a member to make up the actual superannuity payable.

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

#### 11.6.5 Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee'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 employee would be entitled to.

The parties agree that retraining is a worthwhile and efficient option, and should not be unreasonably withheld.

#### 11.6.6 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) For employees recruited on or before 1 July 1993 "service" for the purposes of clause 11.6.6 and for employees appointed after 1 April 1988 means continuous service in the employment of any New Zealand polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP community education centres, the Pacific Islanders' Education Resource Centre and the

Multicultural Educational Resource Centre.

For employees appointed before 1 April 1988, service also includes other relevant Government service. For the purpose of this clause, "other relevant Government service" means:

- (i) Continuous service as a teacher in any public school, manual training centre, post-primary school, teachers' training college, specialist teaching service, or any school or teaching service under the control of the Department of Education;
- (ii) Continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
- (iii) Continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teachers professional assistance.

Continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (eg. nursing training) is counted as continuous service for the purposes of this clause regardless of whether the transfer takes place before or after 1 April 1988.

- (c) All service recognised under clause 11.6.6(b) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any polytechnic employer.
- (d) "Continuous service" for the purposes of clause 11.6.6(b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but would not include periods of approved leave without pay and all breaks of not more than three (3) months between periods of employment within the polytechnic service, or one (1) month with other service(s) approved under (b) above.
- (e) For employees recruited after 1 July 1993, "service" for the purposes of this clause 11.6.6 means continuous service at the Polytechnic including all periods of paid leave and maternity/paternity leave and is not broken by, but would not include, any periods of other approved leave without pay.
- (f) Payment will be made in accordance with the following:
  - (i) 16% of salary for the preceding twelve (12) months subject to finishing on an agreed date. This payment is made regardless of length of service;
  - (ii) 12% of salary for the preceding twelve (12) months, or part

thereof for employees with less than 12 months' service; and

- (iii) 4% of salary for the preceding twelve (12) months multiplied by the number of years of service minus one, up to a maximum of nineteen (19); and
  - (iv) where the period of total aggregated service is less than twenty (20) years, 0.333% of salary for the preceding twelve (12) months multiplied by the number of completed months in addition to completed years of service.
  - (v) Where the employer and employee have agreed that the employee may work additional paid hours on a limited term basis (not exceeding 9 months) under clause 7.1.5(d) of this Agreement, then the salary on which the severance payment will be calculated for the purposes of clauses 11.6.6(f)(i) to (iv) shall be the salary the employee was actually receiving immediately prior to agreeing to working additional paid hours on a limited term basis under clause 7.1.5(d) of the Agreement.
  - (vi) Where the employer and employee have agreed that the employee may work reduced hours on a limited term basis (not exceeding 9 months) under clause 7.1.5(e) of this Agreement, then the salary on which the severance payment will be calculated for the purposes of clauses 11.6.6(f)(i) to (iv) shall be the salary the employee was actually receiving prior to agreeing to a reduction of hours on a limited term basis under clause 7.1.5(e) of the Agreement."
- (g) Outstanding annual leave shall be separately cashed up.

## **11.7 Rights of Employees Declared Surplus**

### **11.7.1 Time off to Attend Interviews**

The employer shall give employees reasonable time off to attend interviews for alternative employment subject to the operational requirements of the Polytechnic being met.

### **11.7.2 References**

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

### **11.7.3 Counselling**

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

### **11.7.4 Employees on Leave**

An employee who is declared surplus and who is on parental leave, absence

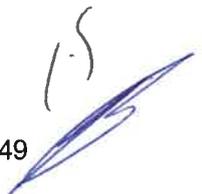
due to extended illness, Accident Compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this Agreement.

## **11.8 Technical Redundancy and Employee Protection Provision**

- 11.8.1 For the purposes of this clause a “restructuring” is where the Polytechnic has entered into a contract or arrangement under which its business (or part of it) is to be undertaken by another person or business, or where the Polytechnic’s business (or part of it) is to be sold or transferred to another person or business (other than in the circumstances excluded by paragraph (b) of the definition of “restructuring” in Section 69OI(1) of the Employment Relations Act 2000.
- 11.8.2 In the event of such a restructuring affecting an employee’s position, the Polytechnic shall, as soon as is reasonably practicable, and taking into account the commercial and confidentiality requirements of the business, commence negotiations with the other party involved in the restructuring (the “other party”) concerning the impact of the restructuring on the affected employees as defined in Section 69OI(2) of the Employment Relations Act 2000. The employer will notify TEU of the commencement of these negotiations.
- 11.8.3 In those negotiations, the Polytechnic will, subject to any statutory, commercial confidence, or privacy issues, provide the other party with all information about the employees who will be affected by the restructuring including all details of their terms and conditions of employment, and will encourage the other party to offer all affected employees employment on the same or no less favourable terms and conditions of employment (including recognition of an employee’s previous service) that they currently enjoy with the Polytechnic.
- 11.8.4 Whether the other party offers an affected employee ongoing employment, and on what terms and conditions, will ultimately be the decision and at the discretion of that other party.
- 11.8.5 In the event that the other party does offer an affected employee employment on terms and conditions which are the same or no less favourable, including:
- (a) recognition of the employee’s previous service; and
  - (b) any conditions relating to superannuation under the employment being terminated,

then the employee will not be entitled to any redundancy compensation from the Polytechnic, whether or not the employee accepts that offer. However, if an employee is not offered employment, or is offered employment on terms and conditions which are less favourable and/or without recognition of the employee’s previous service and conditions relating to superannuation, then the employee will be given notice of termination as provided in clause 11.4 and severance compensation as

provided for in clause 11.6 if severance cannot be avoided by the application of the options listed in clause 11.5 on the terms and conditions described in clause 11.6 of this Agreement.

A handwritten signature in blue ink, consisting of a stylized 'S' followed by a horizontal line that curves upwards at the end.

## Section 12 - Miscellaneous

### 12.1 Inadvertent Omission

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

### 12.2 Accident Compensation

12.2.1 Attention is drawn to the *Injury Prevention, Rehabilitation and Compensation Act 2001* or any amendment thereto or Act passed in substitution. The provisions of this Act shall apply.

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

- (a) An employee's 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;
  - (ii) and after the first week and for a period of up to twenty six (26) weeks from the date of the accident, a proportionate charge against sick leave entitlement;
  - (iii) leave without pay shall be granted when sick leave entitlement has been exhausted.

### 12.3 Provision of Collective Agreement and Union Information

12.3.1 The employer, at the time of making an offer of employment, will provide each new employee who comes within the Coverage of Agreement clause, with the following:

- (a) A copy of this Agreement;
- (b) Union information including a union membership application form and contact details. This information is to be provided to the Polytechnic by the union for distribution to the new employees, pursuant to this clause.



## 12.4 Confidentiality

- 12.4.1 Employees are to ensure that any official or personal information relating to Polytechnic business, staff, students, or clients is not disclosed to any person or organisation except in accordance with Polytechnic policy or with the prior approval of the employer.
- 12.4.2 This clause shall not apply to information that has entered the public domain or the disclosure of information reasonably necessary for the proper negotiation, interpretation or application of this Agreement or proper professional interaction.

## 12.5 Deduction of Employee's Union Fees

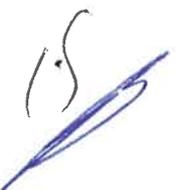
- 12.5.1 The employer shall arrange for the deduction of union subscriptions for all TEU members covered by this Agreement except in cases agreed to between the employer and the union.
- 12.5.2 The manner of deduction and of remittance shall be determined by agreement between the National Secretary of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

## 12.6 Union Meetings

- 12.6.1 Subject to clauses 12.6.2 to 12.6.5 below, the employer shall allow every employee covered by this Agreement, who is a member of TEU, to attend, on paid leave, two Union meetings (each of a maximum of two (2) hours' duration) with TEU in each year.

The meetings provided under clause 12.6 are inclusive of the minimum entitlement to hold union meetings pursuant to Section 26 of the ***Employment Relations Act 2000***, and not in addition to that statutory entitlement.

- 12.6.2 TEU shall give the employer at least fourteen (14) days' notice of the date and time of any union meeting to which clause 12.6.1 is to apply.
- 12.6.3 TEU 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.
- 12.6.4 Work shall resume as soon as practicable after the meeting.
- 12.6.5 TEU shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.



## **12.7 Access to Premises**

12.7.1 Pursuant to the *Employment Relations Act 2000* ("The Act"), a representative of the union is entitled in accordance with Section 20 and 21 of the Act to enter onto the Polytechnic's workplace:

- (a) for purposes relating to the employment of its members;
- (b) for purposes relating to the union's business, or
- (c) both (a) and (b) above.

## **12.8 Branch President**

12.8.1 The employer shall recognise the TEU Branch President as the employees' union representative in the Polytechnic. Notice of the appointment of the President shall be given to the employer in writing.

## **12.9 Discretionary Allocation of Time for Branch Officers**

12.9.1 An allocation of time may be granted at the employer's discretion to elected officers of the Polytechnic's Branch of TEU to assist them to carry out their duties.

## **12.10 Outside Work**

12.10.1 An employee shall not engage in any outside paid work which:

- (a) is in direct competition with the business of the Polytechnic or creates a conflict of interest;
- (b) involves the use of confidential information learnt directly or indirectly through the employee's employment at the Polytechnic.

12.10.2 Where there is the potential for a conflict of interest situation arising the employee will discuss it with their manager before undertaking the outside paid work.

## **12.11 Service of Notice**

12.11.1 Any written notice to be given under this Agreement by either party to the other shall be served either personally or by letter couriered to the other party, in the case of the employer to the Chief Executive, and in the case of the employee to their last known residential address.

## **12.12 Variation of Collective Agreement**

12.12.1 This Collective Agreement may be varied by mutual agreement in writing by the parties during its term. At the beginning of bargaining for the variation



of this Collective Agreement, the union must notify the employer of the procedure for ratification by the employees to be bound by it, that must be complied with before the union may sign the Collective Agreement or a variation of it.

### **12.13 Additional Terms and Conditions**

12.13.1 Before any employee covered by this Collective Agreement becomes bound by any additional terms and conditions of employment pursuant to Section 61 of the *Employment Relations Act 2000*, the parties agree that any mutual agreement to such additional terms and conditions of employment shall be recorded in writing and signed by the employee and the Chief Executive of The Open Polytechnic of New Zealand.

### **12.14 Complete Agreement**

12.14.1 The terms and conditions of employment of an employee who becomes bound by this Collective Agreement shall not include any individual terms and conditions of employment previously agreed with the employer without the written agreement of the employer and employee. Any previously agreed terms and conditions of employment cease to apply on the day on which the employee becomes bound by this Agreement.

This shall not prevent additional terms and conditions being agreed pursuant to clause 12.13 after the employee becomes bound by this Agreement.

### **12.15 Polytechnic Policies and Procedures**

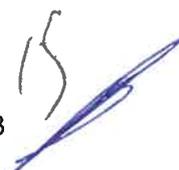
12.15.1 The Polytechnic's policies and procedures in force from time to time shall apply to employees covered by this Agreement but not so as to vary the terms and conditions in this Agreement or to be inconsistent with it.

The Polytechnic will make its policies and procedures available to employees on its intranet system, Polynet. The employer shall notify all staff of changes in policy and procedures in a timely way, through a "policy alert".

Employees have an obligation to acquaint themselves with current policies and procedures and to comply with them.

### **12.16 TEU/Employer Meetings**

12.16.1 The parties undertake to meet from time to time for the express purpose of discussing matters of concern or interest to TEU or the employer.



## Section 13 - Transitional Provisions

### 13.1 Salary Increase

- 13.1.1 Employees employed and covered by this Agreement as at **1 July 2020** shall be entitled to a **1.5%** increase to their actual salary with effect from **1 July 2020**.
- 13.1.2 Employees employed and covered by this Agreement as at **1 July 2021** shall be entitled to a 1.35% increase to their actual salary effective from **1 July 2021**.
- 13.1.3 The employer agrees that the remuneration increases described in clauses 13.1.1 and 13.1.2 of this Agreement shall not be paid by the employer to employees not covered by this agreement until one calendar month has passed following the payment of the agreed remuneration increase to TEU members who are covered.



## FIRST SCHEDULE

### Academic Staff Rates of Pay – Annual Salaries

(incorporating the increases agreed to in clauses 13.1.1, 13.1.2 and 13.1.3)

		Effective from 1 July 2020 1.5%	Effective from 1 July 2021 1.35%
<b>ASM3</b>	Maximum	\$100,660	\$102,019
	Midpoint	\$89,778	\$90,990
	Minimum	\$78,895	\$79,960
<b>ASM 2</b>	Maximum	\$85,171	\$86,321
	Midpoint	\$76,514	\$77,547
	Minimum	\$67,857	\$68,773
<b>ASM 1</b>  <b>(Steps 1-3 Service Related Increments)</b>	Maximum	\$71,697	\$72,665
	Midpoint	\$67,635	\$68,548
	Step 4	\$63,570	\$64,428
	Step 3	\$61,945	\$62,781
	Step 2	\$60,318	\$61,132
	Step 1	\$58,695	\$59,487
<b>Academic Assistants (Service Related Increments)</b>		\$46,987	\$47,621
		\$45,447	\$46,061
		\$43,905	\$44,498
		\$42,365	\$42,937
		\$40,827	\$41,378



## SECOND SCHEDULE

### 1. Travelling Allowance

- (a) All actual and reasonable costs of accommodation (including private accommodation), meals and incidentals will be paid when an employee is required by the employer to travel on official business.
- (b) Employees who elect to stay privately may elect to be paid an accommodation allowance (not including meals and incidentals) for each twenty-four (24) hour period at the rate of **\$48.73** from **1 July 2020** and **\$49.38** from **1 July 2021**.
- (c) Employees who are absent for more than 24 hours may also claim without production of receipts a daily incidental allowance of **\$11.43** from **1 July 2020** and **\$11.58** from **1 July 2021** for each twenty-four (24) hour period and for any additional part of less than twenty-four (24) hours spent travelling.

### 2. Meal Allowance

Where an employee's hours of duty span two (2) meal breaks, the employee shall be paid one (1) meal allowance of **\$19.25** from **1 July 2020** and **\$19.51** from **1 July 2021**. The standard meal breaks shall be breakfast, lunch and dinner.

### 3. Tea Allowance

The employer shall provide free tea, coffee, milk and sugar during rest breaks and meal breaks.

### 4. Motor Vehicle Allowance

A motor vehicle allowance at the rate specified by the Inland Revenue shall be reimbursed for employees required to use their own vehicles for official Open Polytechnic business with the approval of the employer.

The motor vehicle allowance rate will be adjusted annually by the published Inland Revenue rates following the date of publication of the rates by Inland Revenue with any adjustment to take effect from 1 June following the date of publication of the rates by Inland Revenue.

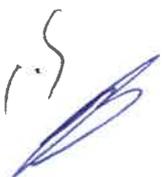
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### THIRD SCHEDULE

#### Sick Leave Entitlement Under this Agreement

1 <sup>st</sup> year	15 days
2 <sup>nd</sup> year	25 days
3 <sup>rd</sup> year	35 days
4 <sup>th</sup> year	45 days
5 <sup>th</sup> year	55 days
6 <sup>th</sup> year	65 days
7 <sup>th</sup> year	75 days
8 <sup>th</sup> year	85 days
9 <sup>th</sup> year	95 days
10 <sup>th</sup> year	105 days
11 <sup>th</sup> year	115 days
12 <sup>th</sup> year	125 days
13 <sup>th</sup> year	135 days
14 <sup>th</sup> year	145 days
15 <sup>th</sup> year	155 days
16 <sup>th</sup> year	165 days
17 <sup>th</sup> year	175 days
18 <sup>th</sup> year	185 days
19 <sup>th</sup> year	195 days
20 <sup>th</sup> year	205 days
21 <sup>st</sup> year	215 days
22 <sup>nd</sup> year	225 days
23 <sup>rd</sup> year	235 days
24 <sup>th</sup> year	245 days
25 <sup>th</sup> year	255 days
26 <sup>th</sup> year	265 days
27 <sup>th</sup> year	275 days
28 <sup>th</sup> year	285 days
29 <sup>th</sup> year	295 days
30 <sup>th</sup> year	305 days
31 <sup>st</sup> year	306 days
	Maximum



### Academic Management Positions

- Executive Director;
- Manager: Adjunct Markers
- Manager: Assessment Centre
- Manager: Learning Delivery
- Professional Practice Leader: Academic Staff Members
- Professional Practice Leader: Student Mentors
- Programme Delivery Manager

For and on behalf of the Chief Executive of The Open Polytechnic of New Zealand ("the Employer") party to this Agreement, as specified in clause 1.1.1(a) of this Agreement.



\_\_\_\_\_  
**Caroline Seelig**  
**Chief Executive**  
**The Open Polytechnic of New Zealand**

1.12.20

\_\_\_\_\_  
Date

For and on behalf of the Tertiary Education Union party to this Agreement, as specified in clause 1.1.1(b) of this Agreement by its duly authorised officer:



\_\_\_\_\_  
Signature

30/11/20

\_\_\_\_\_  
Date

**Irena Brorens**  
**TEU National Industrial Officer**  
**Tertiary Education Union**  
**Te Hautū Kahurangi o Aotearoa**

