TOI-OHOMAI
Institute of Technology

ACADEMIC STAFF MEMBERS' COLLECTIVE AGREEMENT

TEU | TE HAUTŪ KAHURANGI
TERTIARY EDUCATION UNION

New Zealand Tertiary Education Union
Te Hautū Kahurangi o Aotearoa

01 September 2020 – 31 August 2022

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PART 1 COVERAGE AND APPLICATION OF COLLECTIVE AGREEMENT

1.1 Parties

This Collective Agreement shall be binding on and enforceable by:

(a) The Chief Executive of the Toi Ohomai Institute of Technology; and

(b) New Zealand Tertiary Education Union - Te Hautū Kahurangi o Aotearoa (TEU).

1.2 Coverage

This Collective Agreement shall cover Academic Staff Members (ASM) as described below.

(a) A person who is employed to teach approved courses of learning and who in the process of teaching is required to undertake "teaching duties" which may involve on-line learning.

(b) This Collective Agreement covers members of TEU employed by the employer in the following categories in either permanent/tenured/fixed term/limited tenure/proportional/full time, part time or casual positions

(c) Coverage includes:

- (i) Tutorial Assistants (as defined in this Agreement)
- (ii) Academic Consultancy work on behalf of the institution
- (iii) Curriculum Development
- (iv) Staff/teacher Development
- (v) Academic Advisors
- (vi) Learner Support
- (vii) Research (as defined in this Agreement)
- (viii) A person employed in a position of managing programme(s)

(e) Excluded from coverage are those who:

- (i) Work in a senior position within the Institute as defined by the State Sector Act
- (ii) Work as a Head of School, Dean, Head of Department or Group Leader

(f) Any other positions created by the employer during the life of this Agreement will be subject to negotiation and agreement between the union and the employer prior to advertising in order to establish whether the position is within coverage

1.3 Term of Collective Agreement

This Collective Agreement takes effect on 01 September 2020 and expires on 31 August 2022.

1.4 Application of Collective Agreement

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

a) The employer will inform the employee:

i. that this collective agreement exists and covers the work to be done by the employee; and

ii. that they may join TEU, and how to contact TEU; and

iii. that if they join TEU, they will be bound by this collective agreement.

b) The employer will give the employee a copy of this collective agreement and the contact details for the branch representative

c) If the employee agrees, the employer will inform the TEU as soon as practicable and in any event within 10 working days that the employee has entered into the individual agreement

1.4.1 It is agreed that the union will be involved in processes and/or committees about matters relating to the employment of staff in the proposed new entity, as appropriate.

1.5 Cessation of Coverage

Any employee

a) Who ceases to be a member of TEU; or
b) Whose work is no longer work that comes within coverage of this agreement; or
c) Who ceases to be an employee of any of the employer,

Shall cease to be covered by this agreement

1.6 Variation of Collective Agreement

This Collective Agreement may be varied in writing during its term provided that any variation shall be negotiated with TEU and agreed between TEU and the Chief Executive of Toi Ohomai Institute of Technology and ratified by employees covered by this Agreement.

1.7 Recognition of Union Authority

The employer recognises TEU as the representative of all employees who come within the coverage of this Collective Agreement and who are members of TEU.

1.8 Application of the Provisions of this Collective Agreement

The provisions of this Collective Agreement will apply to all employees as defined by the coverage clause, unless specified otherwise by the particular provision.

1.9 Inadvertent Omission

Should there be any inadvertent omissions in this Collective Agreement, the parties agree that the parties covered will not be disadvantaged by such omissions.

1.10 Consultation on Policy Development

(a) Procedures and policies relating to conditions of employment of all staff will be held by the Institute.

(b) Any changes to policy and procedures held by the institution relating to working conditions may be made only after due consultation and the best endeavours to reach agreement with affected staff and TEU.

PART 2 INTERPRETATION AND GENERAL DEFINITIONS

"Academic Staff Member" means any person employed in a teaching position, or any non-teaching tutorial staff in the Institute.

"Casual employee" means an untenured employee paid on an hourly or piece rate basis.

"Clinical teaching" means off-campus health science teaching involving patient care.

"Duty" refers to any time, when an employee may be required by the employer to be on duty at the Institute or at another location.

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

"Employee on first appointment" means an employee for whom this appointment is the first teaching appointment in the polytechnic/institute of technology sector (other than casual appointments).

"Employer" means the Chief Executive of the Institute.

"Institute" means the Toi Ohomai Institute of Technology.

"Legacy Waiariki" means the TEU members who were covered by the previous Waiariki/TEU Academic Collective Agreement which expired on 30 November 2016.

"Legacy Bay of Plenty" means the TEU members who were covered by the previous Bay of Plenty/TEU Academic Collective Agreement which expired on 30 November 2016.

"Non-teaching Academic Staff Member" means a position requiring less than 50 time-tabled teaching hours per year.

"Polytechnic" as defined in the Education Amendment Act 1990.

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

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

"Service" as defined in the Education (Salaries and Staffing) Regulations 1957.

"Fixed term appointment" means an appointment made prior to 10 May 1991 in accordance with the provisions of clause 6.6 of Contract Document 2137.

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

"Teaching duties" This definition applies to classroom, off site teaching, distance and on line learning activities, and these are normally duties that require the Academic Staff Member to develop and review course teaching material, to deliver the material, to develop assessment material, to deliver same, and to mark, to record the assessment outcomes and to complete all other work associated with the running of a class or classes of students, in addition to participating in the administrative activities of the school.

"Timetabled teaching hour" in relation to any employee means a period of one hour spent in class instruction and includes any hour of timetabled learning activity for a class for which the employee is responsible.

"Tutorial 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 tutorial 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.

PART 3 UNION MATTERS

3.1 Savings

Unless otherwise specified in this Agreement the terms and conditions of employment shall be identical with the terms and conditions of employment of tutors before 01 April 1988.

3.2 Union Information

(a) When requested in writing by the national secretary of TEU, the employer will, within one month, supply to the union a list of names, addresses and designation of all employees bound by this Agreement. TEU will not make such requests to the employer at intervals shorter than six months

(b) The employer shall undertake to provide each employee at the time of appointment with an application form for membership of the Tertiary Education Union.

3.3 Salary Profile within the Institute

A profile of salaries paid to employees employed in teaching positions in terms of this Agreement is to be made available to the union annually. The profile will list salaries paid to employees by paid rate, by gender and by length of employment. Where necessary, to protect individual privacy, information may be suppressed.

3.4 Deduction of Union Fees

(a) 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.

(b) The manner of deduction and of remittance shall be determined by agreement between the national secretary of TEU and the employer.

3.5 Union Meetings

(a) Subject to subclauses (b) to (e) 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 hours duration) with TEU in each year.

(b) The union shall give the employer at least 14 days' notice of the date and time of any union meeting to which subclause (a) is to apply.

(c) The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

(d) Work shall resume as soon as practicable after the meeting.

(e) TEU shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

3.6 Access to Premises

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

3.7 Branch President

(a) The employer shall recognise the TEU branch president(s) as the union representative(s) on site. Notice of the appointment of the president(s) shall be given to the employer in writing.

(b) TEU and the employer have agreed that on an annual basis a 0.2 FTE time allocation per person elected as Branch Presdient will be made to the Toi Ohomai Branch President(s) with a maximum allocation of 0.4 FTE, plus provision for relief staffing for branch officers to attend agreed Institute committee meetings.

3.8 Employment Relations Leave

Employment relations leave is an entitlement under Part 7 of the Employment Relations Act 2000 and the allocation of this leave in accordance with sections 73 and 77 of the Act is assigned to TEU.

3.9 Leave on Union Business

The parties agree to an exchange of letters each year to establish the quantum of, and arrangement for, leave available to any members of the union's National Executive and Te Toi Ahurangi for the purposes of attending scheduled union meetings.

3.10 Union Benefits

(a) The employer agrees that any salary increase or any other improvements to terms and conditions agreed in this bargaining will not be passed on to any non-union employee within three [3] months of it being paid or applied to union members without agreement from TEU.

(b) The parties will send a joint letter in regard to the union only benefit, to all non-union staff who fall within the coverage clause and provide a copy of the Collective Agreement. Staff may choose to join the TEU and be subject to the Collective terms and benefits from date of ratification.

PART 4 TERMS OF APPOINTMENTS

4.1 Categories of Appointment

4.1.1 Academic Staff Members and Tutorial Assistants may be appointed according to the categories set out in subclauses 4.1.2 to 4.1.4.

4.1.2 On a tenured basis as follows:

(a) As a fulltime employee.

(b) As a proportional employee, of not more than 0.8 of a fulltime position.

4.1.3 On a fixed term basis as follows:

(a) As a fulltime employee for a specified period of time.

(b) As a proportional employee, of not more than 0.8 of a fulltime position, for a specified period of time.

The length of the appointment shall include a minimum of one week for preparation and administration before the start of teaching and one week for marking and administration after the conclusion of teaching.

In the case of new employees without previous teaching experience, a minimum of two weeks shall be included at the start of a fixed term appointment for course induction, health and safety induction, initial tutor training and other preparation time.

Limited tenure/fixed term appointments shall only be entered into for the following reasons:

(c) filling a vacancy pending an appointment;

(d) relieving for a tenured employee on approved leave;

(e) trialling new courses for a period not exceeding two years;

(f) undertaking finite projects for a period not exceeding two years;

(g) for other reasons as may be agreed to by the parties prior to advertising.

The options under the surplus staffing provisions of this Agreement will not apply at the conclusion of the specified term of employment in the case of fixed term appointments.

4.1.4 On a casual basis as follows:

a) when appointed for periods of less than six weeks at any one engagement, or longer than six weeks when employed for hours which are not more than 0.5 of fulltime in terms of clause 6.1 of this Agreement. An employee who exceeds

these maxima on an irregular basis only may continue to be classified as a casual employee. (Refer also to clause 5.4 of this Agreement).

4.2 Tutorial Assistants

(a) The terms and conditions contained in this Agreement shall apply to tutorial assistants unless otherwise specifically provided.

(b) No existing staff member shall be displaced by the appointment of a tutorial assistant.

4.3 Advertising of Positions

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

(b) Notwithstanding subclause 4.3 (a) above, where the status of a position is changed to tenured and the position is substantially the same as those being performed by a number of non-tenured incumbents, the position need only be advertised internally.

(c) Other Positions
Where the proportionality of a position is altered by agreement between the employer and the employee, the incumbent will have automatic right to the position, and TEU will be notified.

4.4 Equal Opportunities

The employer afforms the principles of EEO and will promote policies and practices throughout the Institute to ensure EEO in all crucial employment processes within Toi Ohomai, especially those concerning staff appointments, promotions and career development. The employer will provide appropriate opportunities for training in EEO for all interested staff, and monitor EEO aspects of processes involving staff appointments, promotion and career development.

4.5 Academic Staff Probation Period

(a) Employees appointed for the first time to a tenured or limited tenure position may be required to serve a probationary period of up to one year.

(b) The employer may credit towards the employee's probationary period three to six months of any continuous service at a polytechnic.

(c) Where the probationary period is more than three months, the employer will give the employee a written report on their performance at the end of the first three months, six months, and at twelve months.

(d) A probationary appointment may be terminated with one month's written notice by either party. Employer initiated termination will follow a fair process as described in the Academic Staff Probation and the Resolving Staff Performance or Conduct procedures on the PMF.

(e) At the end of a satisfactory probationary period the employer will confirm the appointment in writing. Should the employee's probationary period not be

satisfactory, the employer may either extend the probationary period for up to one year, or subject to the law of unjustified dismissal, the employer may terminate the employee's employment.

(f) During the probationary period, an academic staff member's teaching load will be no more than 0.8 of the full time load of an academic staff member teaching in the

4.6 Termination of Employment

(a) Employees other than those appointed on a limited tenure or casual basis shall be given eight weeks' notice of termination of employment. This provision shall not apply in the event of a surplus staffing situation when the provisions of Part 11 shall apply.

(b) The employment of an employee on a limited tenure or casual basis may be terminated with two weeks' written notice by either party.

(c) In addition to the provision of subclause (b) above, the employment of an employee employed on a limited tenure basis may be terminated at the end of the specified period of employment.

(d) On giving notice of termination the employer may elect to pay to the employee salary in lieu of notice for all or any part of the notice period

(e) Nothing in this clause shall remove the employer from their obligation to observe the principles set out in clause 4.6 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.

(f) Notwithstanding the above any employee may be peremptorily dismissed for serious misconduct.

(g) An employee appointed to a tenured position shall give at least two months' written notice of resignation.

4.7 Disciplinary Procedures for Employees

(a) Principles to be observed

In any disciplinary action the following principles shall be observed:

(i) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond

(ii) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer

(iii) The response of the employee must be considered before a decision is made

(iv) 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

(v) 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

(vi) The employee must be advised by the employer of their right to request union assistance, and/or representation at any stage.

(b) Suspension of Employees

Nothing in this clause prevents the suspension with or without pay, temporary placement on other duties, or dismissal without notice, in the case of serious misconduct. Where an employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.

4.8 Incapacity

(a) If as a result of physical or mental incapacity the employee is unable to perform the duties of the position, the employer will engage with the employee and TEU in implementing the Toi Ohomai Employee Incapacity Procedure on the intranet.

(b) Should any conflict arise between the working of this procedure and the clauses in the Collective Agreement, the Collective Agreement will take precedence.

(c) For legacy Bay of Plenty Polytechnic with TEU membership on or prior to 30 November 2016, the following procedure shall apply:

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

(i.i) consult with TEU on behalf of the employee

(i.ii) require the employee to undergo a medical examination, at the employer's expense, by a registered medical practitioner nominated by the employer, or if the employee wishes, two registered medical practitioners, one nominated by the employer and the other by the employee

(i.iii) take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the employee, and apply one or a combination of the following options:

- no further action under this clause
- redeployment
- proportional employment
- an agreed period of leave without pay up to one year
- terminate employment by giving eight (8) weeks written notice

(ii) 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 their remaining sick leave.

PART 5 CAREER PROGRESSION AND REMUNERATION

5.1 Salary Rates

Academic Staff Members and tutorial 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.

5.2 Starting Salaries

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.

5.3 Proportional Employees

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

Fulltime salary rate x the pre-determined proportion of a fulltime position as specified in the advertisement.

5.4 Casual Employees

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

(b) Outworkers supporting a distance learning programme shall be paid 1/1700 (inclusive of holidays) of the annual salary of the grade and step to which they have been appointed, for each script marked.

5.5 Increments

Subject to clauses 5.5, 5.6 and 5.7 of this Part, an employee shall be paid salary for the next higher step of that grade on 01 January each year until the maximum for that grade is reached.

5.6 Double Increments

(a) A double increment may be approved by the employer in recognition of the need to provide for:
   (i) Recognition of meritorious performance;
   (ii) Equitable salary relativities within the Institute;
   (iii) Retention.

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

5.7 Withholding of Increments

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

Academic Staff Grades

It is proposed that grading for academic staff roles be better aligned with the approach taken more widely in the sector, providing career pathways for staff through senior (SASM) and principal (PASM) positions and associated salary ranges. Movement from ASM to SASM and SASM to PASM would be on the approval of a panel (described below).

5.8 Appointment/Promotion to Senior and Principal Academic Staff grades

(a) The Senior Academic Staff Member (SASM) grade has the salary range as detailed in Appendix A

(b) The Principal Academic Staff Member (PASM) range has the salary range as detailed in Appendix A

(c) Staff appointed or promoted to these grades are required to demonstrate evidence to an appropriate level of:
Industry/professional knowledge – Expertise, Excellence
Facilitation of Learning
Continuous improvement

(d) Promotion between grades will be based on criteria developed and agreed by TEU and the employer. Promotion will take effect from 1 January or 1 October in the year the promotion is approved (depending on when the panel meets).

(e) The panel will comprise the Executive Dean, two [2] Faculty Leads, a People, Engagement Capability [PEC] Representative, two [2] Senior or Principal Academic staff Members, one [1] TEU representative and/or TEU Organiser. The Panel would have a quorum of five members and will be convened bi-annually by the PEC Team.

(f) Where a staff member is promoted to the PASM grade, they will receive a salary increase of no less than $1750.00 gross per annum.

(g) Placement in Range
Employees may, upon initial 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:
(i) previous work or other relevant experience;
(ii) relevant educational or other qualifications;
(iii) the ease of difficulty in recruiting the specific skills and/or experience required for the position.

5.9 Progression within a Grade Salary Range

(a) The employer shall, through the annual progression process 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) Particular skills and on-the job experience;

(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 the achievement of the stated aims of the work unit including the specific requirements of the job description;

(v) The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.

(b) Any modifications to the progression process that may materially impact the progression mechanism described in 5.9 (a) will be made in consultation with the local branch of the union (TEU).

(c) **Progression within the SASM Grade**

Progression with the SASM Grade will be by application by the employee to the Promotions panel annually, and is reviewed against the criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.

Any increase/salary movement within the SASM Grade will be no less than $1000.00. Where the difference between the salary of the employee and the top of the salary grade is less than $1000.00 the employee will be moved to the top of the grade.

(d) **Progression within the PASM Grade**

Progression with the PASM Grade will be by application by the employee to the Promotions panel annually, and is reviewed against the criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed in consultation with TEU.

Any increase/salary movement within the PASM Grade will be no less than $1000.00. Where the difference between the salary of the employee and the top of the salary grade is less than $1000.00 the employee will be moved to the top of the grade.

(e) Progression [i.e. salary movement] within grade for SASM and PASM staff members shall not be withheld unless performance problems have already been raised in writing with the staff member.

(f) The certification of performance and associated pay increments will usually occur through performance and development review processes as per Toi Ohomai Institute of Technology procedures; with the proviso that no employee will be disadvantaged by these procedures not being followed or being followed incorrectly.

In the event of this occurring, an alternative method of establishing an employee's level of performance will be made available by the employer.

5.10 Acting in a Higher Position

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

(b) The employee must perform the extra duties and undertake the responsibilities of the higher position for a period of at least five consecutive days.

(c) Leave periods including special leave shall not be counted as part of, or deemed to interrupt the qualifying period specified in subclause (b) of this clause if the employee continues in the higher position immediately after the period of leave.

(d) An employee who does not resume in the higher position immediately after the leave and who is being paid additional salary in a relieving position on the day preceding the leave is to be paid the additional salary during the leave for a period equal to one-fourth of the period of employment in the higher position or until the end of the leave period, whichever is the shorter period.

5.11 Special Responsibility Allowance

(a) An employee who is required by the employer to undertake special responsibilities, 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.

(b) The following conditions shall apply:

(i) 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.

(ii) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by the employer by giving one month's notice in writing.

5.12 Market Allowance

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

5.13 Payment of salary

5.13.1 Pay Periods

(a) The salaries of employees shall be paid in equal fortnightly instalments.

(b) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate.

(c) Payment shall be made by lodgement to a bank account nominated by the employee

(d) Payment for the holiday periods may combine more than one pay period.

5.13.2 Entitlement to Payment

An employee, other than a casual 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 statutory holidays, leave periods and intervening weekends.

(b) On resignation or retirement, an employee who completes the normal full working week shall receive payment for the Saturday, Sunday and all statutory holidays immediately following.

(c) When the employment ceases the employee will receive payment of any outstanding pay within 10 working days of cessation of employment

(d) Annual and discretionary leave due on resignation or retirement shall be payable as follows:

(i) An employee who resigns at the end of the institute's 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 set out in clause 7.9 of this Agreement.

PART 6 HOURS OF WORK AND WORKLOAD

6.1 Weekly Duty Hours

(a) No employee shall be required to be on duty for more than 37.5 hours in any one week.

(b) Subject to clauses (i) and (ii) of this sub-clause, an employee may be required to undertake duty between the hours of 8.00am and 9.30pm, Monday to Friday inclusive, provided that:

(i) An employee may not be required to undertake duty for more than a total of eight hours a week after 5.00pm or on more than two nights each week.

(ii) An employee may consent to undertake duties after 5.00pm in excess of those prescribed in sub-clause **(i)** above.

(c) An ASM may consent to work outside the hours prescribed in (b) above. Such consent shall not be withdrawn during the relevant programme of work

(d) An employee may consent to undertake duties at weekends

(e) Weekly Duty Hours for legacy Bay of Plenty Polytechnic staff who were TEU members on or prior to 30 November 2016 will be covered by Schedule B

(f) An employee shall not be required to undertake duty on more than five consecutive days.

(g) Where an employee completes the maximum weekly duty hours in less than five days the remaining days shall be regarded as duty days even though no duty shall be required on them.

6.2 Daily Duty Hours

(a) Subject to subclauses (b) and (c) of this clause, except for field trips or approved off-campus teaching duties, an employee shall be on duty for no more than eight hours in any one day.

(b) An employee shall take a meal break of not less than thirty minutes and not more than one hour after each period of five hours of continuous duty.

(c) An employee shall not undertake duty within 11 hours of completing duty on the previous day.

6.3 Travelling Time to Count Towards Duty Hours

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 10 duty hours in any day.

6.4 Timetabled Teaching Hours (TTH) - refer definitions Part 2

The following TTH maxima apply to full time staff (see clause 6.5 for proportional staff) within these maxima, TTH will vary in recognition of different teaching activities and other workload factors.

(a) per year (i.e. 01 January to 31 December), for:

Academic staff members	825 TTH
Tutorial Assistants	1000 TTH
employees on first appointment	660 TTH

(b) per quarter (i.e. the year 01 January to 31 December divided into four equal periods), for:

Academic staff members	300 TTH
Tutorial Assistants	360 TTH
employee on first appointment	240 TTH

(c) the TTH maxima in subclause (b) above will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken as follows:

Academic staff members	4.5 TTH per day
Tutorial Assistants	5.5 TTH per day

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

(d) Timetabled teaching for any employee will be spread over no more than 185 teaching days in the year.

(e) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima, alternative arrangements may be agreed in consultation with TEU.

(f) For employees with increased workload because of
- (i) special responsibilities referred to in clause 5.12; or
- (ii) supervising or directing a tutorial assistant,

the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by the employer and which is consistent with the employee's workload being maintained at an equitable and reasonable level.

6.5 Proportional Employees

(a) The maximum duty hours for a proportional employee shall be a predetermined proportion (specified in the advertisement for the position) of the maximum duty hours for a fulltime employee being 37.5 hours in any week.

(b) The timetabled teaching hour maximum or the maximum hours of distance learning teaching duties for a proportional employee shall be a predetermined proportion, as specified in the advertisement, of the fulltime maximum except that where a proportional employee is appointed for a period of less than the number of days for which the maximum applies the maximum hours shall be averaged out over the available teaching days.

(c) Notwithstanding subclauses (a) and (b) above a proportional employee may consent to work as a fulltime employee for a proportion of the year not exceeding the predetermined proportion, specified in the advertisement, of the available duty days; provided that if the employee's employment is prematurely terminated payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

6.6 Health Sciences Clinical Teaching Duties

Notwithstanding clause 6.1 of this Agreement, employees engaged in clinical teaching duties may be required to undertake such teaching duties for up to 90 hours outside the hours of 8.00 am to 5.00 pm. in any period containing not more than 37 teaching days other than days set aside for development in terms of Part 8 of this Agreement.

6.7 Employee Workload

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

PART 7 LEAVE

GENERAL

7.1 Application

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

7.2 The Leave Year

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

7.2.2 Leave must be taken in the year that it falls due or it shall be forfeited unless there is prior written approval from the employee's line manager, provided that approval will not be unreasonably withheld.

7.2.3 For legacy Waiariki staff there will be a 13 month transitional leave year spanning January 2018- February 2019 which will provide an additional 2 annual leave days and 2 discretionary leave days.

7.3 Leave Timetabling and Approval

(a) Annual and discretionary leave shall be negotiated, planned and approved in advance by the employee and their line manager by 31 March each year.

(b) Variations to the agreed plan may be made with agreement of both parties, with the approval of variations not unreasonably withheld.

(c) Initial planning, and any subsequent variation will be made taking the operational requirements of Toi Ohomai into consideration.

(d) The employees right to take all entitled leave in the year it accrues shall be taken into account during initial planning and in any subsequent variations.

(e) Employees are entitled to not less than four weeks of leave in one block. Any statutory holidays which fall within that four week block may constitute part of the four week block but will not be forfeit as part of any statutory leave entitlement.

(f) Notwithstanding (b) above, the leave plan produced from subclause (a) above will be the approved leave for that year.

7.4 Leave of Absence to Count as Days and Half-Days

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

7.5 Statutory Holidays

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

(a) New Year's Day
(b) The day after New Year's Day
(c) Christmas Day
(d) Boxing Day
(e) Good Friday
(f) Easter Monday
(g) Easter Tuesday
(h) Anzac Day
(i) The Sovereign's birthday observance
(j) Waitangi Day
(k) The day appointed for the observance of the Anniversary Day of the province
(l) Labour Day (the fourth Monday in October)

7.6 Ordering of Leave

Toi Ohomai acknowledges that reason for ordering of leave is not to reduce leave entitlements but as an incentive for all leave to be planned and taken in any one leave year.

These points clarify the previous statement:

a) Annual Leave shall be planned before Discretionary Leave.

b) After the initial planning of leave and if the employer requests or requires any of the planned leave to be taken at a different time than what was originally planned, the following is agreed

(i) At the time of the request or requirement being agreed to, the leave in question will be arranged to be taken within the year at a mutually agreed time

(ii) Should it not be practical for the leave to be taken, that the leave will be carried over into the next leave year, irrespective of the form of leave in question.

c) After the initial planning of leave and if the employee requests any of the planned leave to be taken at a different time than what was originally planned, the following is agreed:

(i) At the time of the request, the leave in question will be arranged to be taken within the year at a mutually agreed time (this does not restrict an employee having a plan of leave which involves more than one leave year in the normal planning cycle as long as it is agreed).

d) After the initial planning of leave where the employee has the necessity to be on any form of leave contained in clauses 7.16- 7.24 of the Collective Agreement inclusive the following is agreed:

(i) The annual and/or discretionary leave affected will be re-planned to be

taken within the leave year as soon as practicable. If need be, the affected leave will be carried over.

7.7 Annual Leave

Employees shall be entitled to take five weeks' annual leave in each year.

(a) Employees are entitled to not less than four weeks of annual leave in one block. Any statutory holidays which fall within that two week block may constitute part of the two week block but will not be forfeit as part of any statutory leave entitlement.

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

(c) Within the above constraints the timing of annual leave shall be fixed having regard to the operational requirements of the Institute, provided that such timing shall not prevent the employee taking the leave entitlement in the current leave year.

(d) An employee may apply to carry forward leave of up to 10 working days, for up to one year.

7.7 Discretionary Leave

(a) Each employee shall be entitled to four weeks per leave year which shall be used at the employee's discretion, and shall not be duty with the following exceptions:

(i) Up to three weeks for initial tutor training as provided in Part 8 of this Agreement.

(ii) For any employee who teaches primarily in courses leading to degrees and whose duties include research, discretionary leave may be individually negotiated out of conditions, provided that timetabled teaching is spread over no more than 148 teaching days for the employee and the employee's maximum timetabled teaching is reduced to 120 hours over any period containing not more than 37 teaching days.

(iii) Any employee who is identified by the Institute's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards, may be required to use discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.

(b) Exchange of Discretionary Leave

(i) The employee and the employer may agree in writing to exchange or convert the quantum of discretionary leave either in full (i.e. four weeks per leave year) or in part in week blocks. The employee will be advised of their right to seek advice from TEU prior to any agreement. No employee will be required to exchange or converttheir discretionary leave.

(ii) Application for any exchange of discretionary leave is expected to be made in conjunction with the annual workload planning process by the end of November.

(iii) The employee shall be paid 2% of the employee's annual salary for each week of discretionary leave that is reduced pursuant to this provision and will be

compensated by way of an allowance, pro-rata throughout the year. This allowance will attract any increases negotiated by TEU and;

(iv) In the event that the employee and the employer agree to reinstate all or part of the previously reduced discretionary leave, or subclause (viii) applies, the allowance will be reduced accordingly, including any increases negotiated on the allowance by TEU effective at the date of written agreement of reinstatement of discretionary leave.

(v) The exchange or conversion of discretionary leave does not affect the workload provisions relating to teaching days or teaching hours (refer to clause 6 and to the employer's Workload Policy).

(vi) Where the employee who wishes to exchange all or part of their discretionary leave entitlement holds a substantive position of programme leader, any exchange, if made, may not be reinstated without written agreement of both employer and employee.

(vii) Where the employee who wishes to exchange all or part of their discretionary leave entitlement is a tutor who has Programme Co-ordination responsibilities, any exchange, if made, will be for the period that the Programme Co-ordination responsibilities and SRA have been allocated, unless there is written agreement of both employer and employee to end or amend the exchange earlier.

(viii) Where the employee wishes to exchange all or part of their discretionary leave entitlement for any other reason, the agreed exchange will be for a leave year and for an agreed purpose. On expiry of the agreed term the employee's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new agreement is signed.

(ix) Subclause 7.7(b) is not available if the employee has not had recognised tutor training as defined in clause 8.2.

(c) Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational requirements of the Institute.

(d) Periods of discretionary leave and annual leave may be continuous.

(e) Discretionary leave will not apply

(i) Legacy Waiariki staff: a non-teaching academic staff member appointed after 1st January 2007; and

(ii) Legacy Bay of Plenty staff: a non-teaching academic staff member appointed after 1st September 1993 to a non-teaching academic staff member appointed after 01 January 2007. Compensation for the lack of discretionary leave shall be at a rate not less than 8% of the employee's annual salary.

7.8 Calculation of Annual and Discretionary Leave

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

7.9 Annual and Discretionary Leave for Employees with Short Service

(a) Combined leave for employees who have less than twelve months full service in any year, as a result of a late start or an early finish or a period of leave without pay of more than five working days, shall be granted as 18% of the period worked, less any leave used during the year.

(b) Notwithstanding subclause (a) of this clause, where employees are entitled to annual leave only or reduced discretionary leave, and they have less than twelve months full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:

5 weeks' leave entitlement= 10% of the period worked, less any leave taken;
6 weeks' leave entitlement= 12% of the period worked, less any leave taken;
7 weeks' leave entitlement= 14% of the period worked, less any leave taken;
8 weeks' leave entitlement = 16% of the period worked, less any leave taken.

(c) Employees with short service shall retain sufficient leave to cover any periods when the Institute is closed.

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

7.10 Casual Employees

Casual employees receive payment for annual leave and discretionary leave which is included in their hourly rates. Payment for statutory holidays shall be made only if the employee would have worked the day in question as part of their normal timetable.

7.11 Travelling Time for Leave Purposes

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

(a) Leave for travelling can only be granted if the employee is required to travel when the Institute is open.

(b) The quickest and most direct means of travel must be used.

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

7.12 Special Leave without Pay

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

7.13 Leave for Proportional Employees

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

7.14 Application of Holidays Act

Provisions under clauses 7.16, 7.18, 7.19, 7.20, 7.21 and 7.23 are inclusive of any special leave entitlements under the provisions of the Holidays Act 2003 and amendments.

7.15 Sick Leave

(a) Each employee will be entitled to paid sick leave in accordance with the clauses below reduced by the number of days already taken during the employee's service.

(b) The employee's accrued entitlement to sick leave will be reduced by one day for every day of absence due to sickness.

(c) All employees will be entitled to:

(i) Ten days on appointment.

(ii) The employee's entitlement will then be increased by five [5] days every 6 [6] months thereafter. After 50 increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the employee has already taken during their service.

(d) Legacy Waiariki employees appointed before 01 October 2003 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date accruing to a maximum of 260 days.

(e) Legacy Bay of Plenty Polytechnic employees appointed before 01 June 1999

(i) Those employees with accrued sick leave in excess of 260 days as at 01 June 1999 will retain their current entitlement

(ii) Those employees with accrued sick leave of less than 260 days as at 01 June 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 in accordance with clause 7.16 (c)

(iii) Those employees who have no accrued sick leave as at 01 June 1999 will be entitled to five days sick leave until their next anniversary of appointment

(f) Any public or institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.

(g) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in subclauses (c), (d) or (e) above in anticipation of future entitlements.

(h) The employer may require the employee to produce a medical certificate for absences of more than five days.

7.17 Accident Compensation

(a) Attention is drawn to the Accident Compensation Act 2001 and subsequent amendments. The provisions of this Act shall apply.

(b) Sick Leave Entitlement Arising from Accident Compensation

(i) An employee's sick leave entitlement under this Agreement shall not be used in respect of absence on work accident leave.

(ii) In respect of a non-work accident leave with pay shall be:

- a charge against sick leave entitlement for this first week;
- and after the first week and for a period of up to 26 weeks from the date of the accident, a proportionate charge against sick leave entitlement;
- leave without pay shall be granted when sick leave entitlement has been exhausted.

7.18 Leave for Sickness in the Home

The employer may grant an employee leave on pay as a charge against a sick leave entitlement when the employee must be absent from work to attend to a member of the household who through illness becomes dependent on the employee. Members of the household may include the employee's family or household. The production of a medical certificate or other evidence of illness may be required.

7.19 Disregarded Sick Leave

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

(a) Sickness Caused by Working Conditions

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

(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 Institute, leave will be disregarded or 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 Institute.

7.20 Leave for Family Reasons

An employee may be granted leave for family reasons with or without pay in the following circumstances. This provision shall be administered in a culturally sensitive manner and approval shall not be unreasonably withheld.

- Serious illness of a family member

- Marriage of a close relative
- Other important family occasions

Travelling time with pay may be allowed in terms of clause 7.11.

7.21 Bereavement/Tangihanga Leave

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.

7.22 Parental Leave

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

7.22.1 Notice required to take parental leave

(a) An employee intending to take parental leave is required to give at least three months' notice in writing and the application is to be accompanied by a

certificate signed by a registered medical practitioner certifying the date of delivery.

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

(c) An employee intending to legally or Whaangai adopt a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. The requirement of one month's notice does not apply.

7.22.2 Duration of leave

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

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

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

7.22.3 Return to work

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

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

The employer will give due consideration to an employee's request for temporary proportional tenure, resulting in a reduction of hours for a period of time to be negotiated with the employee after the return from a period of parental leave.

Breastfeeding women shall have the right to one or more daily breaks to attend to their child. The timing of these breaks shall be negotiated with their line manager, provided that such agreement shall not be unreasonably withheld.

7.22.4 Sick leave during pregnancy

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

7.22.5 Annual leave

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

7.22.6 Paid parental leave

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

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

Where a female employee elects to resign after the birth/adoption, such resignation will be deemed to take effect six weeks after the birth/adoption and parental leave shall be paid during this period.

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

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

7.22.7 Employee choice of either Paid Parental Leave or a Grant

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

(a) The grant will be payable to an entitled employee on production of the certificate of the birth of the child, (whether live or stillborn) or on production of satisfactory evidence of a legal or whaangai adoption placement.

(b) The grant will be of six weeks full salary at the effective date parental leave commenced.

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

7.22.8 Legislative change

The payment of parental leave in this Agreement is in addition to any entitlement under paid parental leave legislation. Should at some time in the future, amendment to that legislation, or new paid parental leave legislation requires the employer to pay all or part of parental leave, the provisions in clause 7.22.6 will be inclusive of what the employer is required to pay.

7.23 Special Leave

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

(a) cultural, community and sporting activities involving national or provincial representation.

(b) educational activities pertaining to an employee's work noting that:
  (i) For recognised travelling award, 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.

7.24 Leave for Approved Statutory Authorities

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 Institute:

(a) a polytechnic council

(b) a university council

(c) NZ Qualifications Authority

(d) disputes and grievance committees established under Part 12 of this Agreement or any bodies replacing them in function

(e) hearings of the Employment Court or anybody established to replace the Employment Court

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

7.25 Domestic Violence

(a) An employee experiencing domestic violence or sexual violence will have access to 10 days per year of paid domestic violence [or special] leave for such things as medical appointments, legal proceedings and counselling sessions. This leave will

be in addition to existing leave entitlements and may be taken as consecutive days or single days or as a fraction of a day and can be taken without prior approval, although the manager will be notified.

(b) An employee who supports a person experiencing domestic violence or sexual violence may use their sick leave entitlement to accompany them to court, or to hospital or to mind children.

PART 8 TRAINING AND PROFESSIONAL DEVELOPMENT

8.1 Intent

The following provisions recognise the obligations of employees to maintain and enhance their competence both in their teaching area and as educators, including new technologies and the responsibility of employers to ensure that employees under their control receive timely and appropriate training and opportunities for professional development.

8.2 Training

(a) Every tenured Academic Staff Member shall undergo recognised tutor training which may be for up to 12 weeks provided that Academic Staff Members with appropriate prior training or experience may have this recognised as fulfilling all or part of the requirements of this clause.

(b) Appropriate training opportunities for limited tenure employees shall be provided having regard for the length of their appointments.

(c) Up to three weeks of discretionary leave may be used for CAT/CALT/CATE/NCAL (V) or (E) or their equivalents in each of the first two years of an Academic Staff Member's appointment, provided that an Academic Staff Member may not be required to use discretionary leave for training if the Academic Staff Member has already had prior training or experience recognised for subclause (a) above.

(d) Academic Staff Members in each of their first two years of employment in a polytechnic may be required to use up to five days of professional development time in meeting the requirements for tutor training set out above.

8.3 Professional Development

(a) A joint TEU/ employer working party will be convened to develop a process for the transparent and equitable process for the allocation of professional development leave and funds under this clause.

(b) Employees shall be allocated 10 duty days for approved development activities in each full year for which they are employed, subject to:

(i) the submission by the employee of a proposed programme of development activities which accounts for this time or its equivalent;

(ii) the approval of the employer for such programmes, but such approval shall not be unreasonably withheld;

(iii) reasonable notice being given of proposed activities, and the timing of the programme being made with due regard to the Institute's operational requirements.

(c) Provided that the requirements of subclause (a)(iii) of this clause are met the following activities shall be approved as part of a programme:

- attending staff development or training programmes sponsored or run by the Institute or the TEU;
- attending work related conferences;

- subject to the provisions of clause 8.3 (a), attending professional work related supervision
- undertaking work related study of not less than two weeks.

(d) If, in the opinion of the employer, a proposed programme of 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 any part or all of the 10 days so affected.

(e) Employers may allocate a grant in aid towards expenses.

(f) Professional development days may be accumulated according to any conditions which may be agreed between the employer and the employee.

(g) The employee may carry over all or part of the days to the following year to a maximum of three years accumulated entitlements. Approval for a carryover shall not be unreasonably withheld. Unused entitlements for which there is no agreed plan for use of the entitlement shall be forfeit.

(h) Where the employer has directed an employee to take an advanced programme of study, the employer agrees to pay the fees which are payable for that programme of study.

(i) Should the employee leave within 12 months of the fees being paid, the employee can be required to pay back to the employer the amount of the fees which is over $1,000. Should the employee leave after 12 months and before 18 months of the fees being paid, the employee can be required to pay back to the employer 50% of the amount of the fees which is over $1,000.

(ii) Repayment shall be waived in the following circumstances:
- Redundancy
- Death
- Resignation necessitated by ill health.

(i) The employer recognises the unique and important role that tribal hui or significant Maori hui play in the personal and professional development of Maori employees. In recognising this all Maori staff may be entitled to paid leave to attend culturally significant hui. Culturally significant hui may include but are not limited to the following:

(i) Hui Whanau Whakawhanaunga or Hui-a-iwi
(ii) Kingitanga
(iii) Hui-a-Tau
(iv) Te Ra Whakanui I te Whakaputanga
(v) Hahi

PART 9 ALLOWANCES, EXPENSES AND GRANTS

9.1 Travelling Expenses and Allowances

(a) An employee required to travel within New Zealand and/or overseas on official business shall be paid travelling expenses and allowances as follows:

(i) Accommodation – employees may claim reimbursement of their accommodation costs on an actual and reasonable basis.

(ii) Meals - employees may claim reimbursement of their meal costs on an actual and reasonable basis.

(iii) Employees who elect to stay privately may claim reimbursement on an actual and reasonable basis on production of receipts up to the following maximums:

(iv) Accommodation costs – up to $35.52 from 01 September 2020, and $36.06 from 1 September 2021.

(v) Meals –$69.91 from 01 September 2020, and $70.96 from 1 September 2021 for each completed 24 hour period.

(vi) Incidentals – employees may claim the incidentals allowance of $8.84 from 01 September 2020, and $8.97 from 1 September 2021 for each 24 hour period and for any additional part of less than 24 hours spent travelling.

(b) The following items are permitted to be reimbursed under subclause 9.1(a)(iii):

(i) Meals, food and/or alcohol for people other than the employee

(ii) Vouchers for the above items

(iii) Gifts for the person(s) stayed with.

9.2 Meal Allowance

Where an employee's hours of duty span two meal breaks, the employee shall be paid one meal allowance of $14.53 net as of 01 September 2020, and $14.75 net from 1 September 2021. The standard meal breaks shall be breakfast, lunch and dinner.

9.3 Tea Allowance

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

9.4 Private Motor Vehicle

(a) An employee required to travel on official business is required to use a Toi Ohomai vehicle if one is available in the first instance. If a Toi Ohomai vehicle is not available, the employee must discuss with their manager, the option of using a rental car. If a rental car is not available, the employee may, with the approval of the manager, use their private motor vehicle for Toi Ohomai Institute of Technology business.

(b) The reimbursement rate for using a private vehicle for Toi Ohomai business is, as per the IRD rates.

(c) Where the employee chooses to use their private motor vehicle instead of using a Toi Ohomai vehicle or rental car if that is the option, then no reimbursement of travel shall be made.

(d) Where an employee transports students because of sickness or other exceptional circumstances, reimbursement of costs shall be approved.

(e) Exceptional circumstances shall arise when an employee makes a vehicle booking in advance of the travel time, and through no fault of their own, the booked vehicle is unavailable, or where the employee is requested to travel at short notice by the line manager, and there is no Toi Ohomai vehicle available, and the notice is too short to organize a rental car.

(f) Employees will cover the cost of their own travel to and from work each day, provided that where the work-base varies from time to time, the employer will pay any additional costs incurred. The employer may operate a policy by which this is accomplished.

9.5 Relocation Expenses

(a) Relocation expenses shall be paid when an employee's normal place of work, within the Institute, is moved to a location out of the local area and the employee elects to relocate within twelve months of the change in workplace;

(b) Employees shall be paid actual and reasonable costs of relocation, such costs to include:

(i) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
(ii) packaging, freight and storage of furniture and personal effects;
(iii) travel costs for the employee's immediate family and other dependent members of the household;
(iv) legal fees and land agent's commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
(v) any penalty attached to the early repayment of the mortgage.

(c) Where relocation expenses are paid the maximum payment shall be $25,000.

(d) In any case other than that specified in subclause (a) a payment towards relocation expenses may be made by agreement at the time of making the appointment.

9.6 Reimbursements

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 proportional and fulltime 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 subclause (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 clause 9.1 of this Agreement shall be paid.

(c) Travelling away from the Institute on Institute business and curriculum activities.

(d) 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.

(e) Expenses incurred attending courses at regional tutor training units, in accordance with the following limits:
   (i) one return fare from their home; together with travel costs to return home at weekends, met up to the level it would have cost to keep the employee at the course centre over the weekend;
   (ii) in addition, an employee with dependents is entitled to one visit home per month at official expense;
   (iii) accommodation, meal and incidental expenses; and
   (iv) travel expenses for observation and other visits.

(f) Expenses incurred in attendance at approved meetings outside the normal hours of duty which may be required of an employee.

(g) Temporary Relocation of Employees
In special circumstances e.g. rebuilding of the Institute, 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 dependents where the situation is such that the employee cannot make alternative arrangements for the care of their dependents without incurring extra expenses.

9.7 Compassionate Grant on Death of Employee

(a) In the event of the death of an employee while employed in a tenured teaching position in the Institute, including employment during any probationary period, there shall, with the approval of the employer, be paid to a near relative of the employee, or to some person approved by the employer on behalf of a near relative of the employee, an amount calculated as follows:
   (i) In the case of an employee with 10 years' and under 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;
   (ii) In the case of an employee with 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.

(b) For the purposes of this clause, the term "near relative" means the spouse or partner of the deceased employee or any dependent child or children of the deceased employee under the age of 18 years, or any other relative dependent upon the employee, and the term "service" 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.

PART 10 PROTECTION AND SAFETY PROVISIONS

10.1 Working Conditions

The good employer provisions of the State Sector Act 1988 and the provisions of the Health and Safety at Work Act 2015 and amendments will apply insofar as they relate to the working conditions of employees.

10.2 Health and Safety Obligations

(a) The employer has a duty to take all practicable steps to provide a safe and healthy work environment. The employer will maintain health and safety policies and procedures that promote healthy and safe working practices and comply with the employer's obligations.

(b) The employee agrees to take all practicable steps to protect themselves, other employees, students and others from harm.

(c) The employer will inform the employee of all hazards in their workplace, and the appropriate procedures associated with these hazards

(d) Should the employee identify any new hazards in their workplace, they will notify the employer as soon as practicable.

10.3 Hearing Protection

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

10.4 Eye Protection

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

(a) standard safety glasses with neutral lenses, OR

(b) specially hardened neutral "clip on" safety glasses to be worn over normal optical glasses, where the employee works only occasionally in an "eye danger" area, OR

(c) specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the employee works for substantial periods in an "eye danger" area.

10.5 Protective Clothing and Safety Footwear

Employees shall be issued with protective clothing and footwear under the following circumstances:

(a) Where in the opinion of the employer, the nature of an employee's work is more than normally destructive to clothing, suitable protective clothing shall be issued.

(b) Protective clothing may be issued on a permanent basis or on temporary loan as is decided by the employer.

(c) Protective clothing issued on temporary loan shall be laundered at the employer's expense.

(d) Where the employer considers that it is necessary for employees to wear safety boots or safety shoes in the course of work, the employer shall provide suitable safety footwear at no charge.

(e) All protective clothing will be replaced when it becomes ineffective

10.6 Issue of Uniforms

(a) Where the employer considers that an employee is required to wear a uniform, appropriate uniforms will be issued and will remain the property of the employer. They will be replaced on a fair wear and tear basis.

(b) All uniforms soiled in the course of duty will be laundered or dry-cleaned, at the employer's expense.

10.7 Immunisation - Hepatitis B

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

PART 11 SURPLUS STAFFING PROVISIONS

11.1 Consultation

In accordance with the principles contained within these clauses, the National Secretary of the Tertiary Education Union and the Chairperson 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 Institute'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.

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

The timeframe for a review will include a minimum time of 20 working days consultation to ensure that TEU and affected employees can prepare individual or collective submissions that will be considered by the employer before a final decision. The parties may agree to a lesser period.

11.2 Intent

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 employees who have reached the expiry of a fixed term appointment or to casual employees.

11.3 Definition

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 (ie. the terms of appointment to their present position), then the options in clause 11.5 below shall apply.

11.4 Notification

Where a surplus staffing situation in terms of clause 11.3 arises the employer shall advise the National Secretary of TEU, the Chairperson of the local branch of the Union and the employees affected not less than two 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:

(i) the location(s) of the surplus staff;
(ii) the number of surplus staff;
(iii) the date by which the surplus needs to be discharged;
(iv) the salary grade and step, names and ages and teaching areas of the affected employees.

The Institutes of Technology and Polytechnics of New Zealand shall also be supplied with this information.

On request TEU will be supplied with additional information wherever available.

11.5 Options

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

(i) attrition;
(ii) redeployment;
(iii) voluntary severance
(iv) enhanced early retirement;
(v) retraining;
(vi) 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 institute 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. The above options will continue to be available to employees declared surplus until the employee's last day of employment.

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

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

Affected staff will be given copies of their personal selection assessment or allocation of points made to them, for discussion prior to any individual staff member being given notice that they have been declared surplus.

11.6 Conditions applying to options

11.6.1 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.

11.6.2 Redeployment

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

(a) 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:

(i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or;

(ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

(b) Where the new job is at a location outside the local area, the employee shall be entitled to relocation expenses as set out in subclause 9.5(a) of this Agreement.

11.6.3 Voluntary Severance

With the exception of areas where there is only one position under review, the employer may call for expressions of interest from affected employees who wish to volunteer for severance. The employer will apply selection criteria to determine whether an application for severance will be accepted.

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 to make up the actual superannuity payable. Employees are eligible if they have 10 years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

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 other than those provided for in clauses 5.13 and 7.7(b).

(b) "Service" for the purposes of this subclause 11.6.5 and for employees appointed after 01 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' Educational Resource Centre and the Multicultural Educational Resource Centre.

(c) All service recognised under subclause11.6.5 (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 subclause (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the polytechnic service, or one month with other service(s) approved under (b) above.

(e) Payment will be made in accordance with the following:

(i) 8 weeks applicable salary or the appropriate proportion of this amount for the preceding 12 months will be payable in lieu of any notice not worked regardless of the length of service; and

(ii) 6 weeks applicable salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and

(iii) 2 weeks applicable salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

(iv) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

(f) Outstanding annual and discretionary 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 Institute 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 maternity leave, absence due to extended illness, Accident Compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this Agreement.

11.8 Employee Protection Provision

11.8.1 Introduction

In any case of restructuring, as defined in the Employment Relations Amendment Act (No. 2) 2004, where it is proposed that the business (or part of it) is to be sold or contracted out, the employer will notify TEU and the affected employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.

11.8.2 Definitions

For the purposes of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004. "Employer" shall mean the original employer party to this Collective Agreement.

11.8.3 Consultation

These employee protection provisions are to be read in conjunction with the surplus staffing consultation and restructuring provisions in this Agreement that appear in Section 11 "Surplus Staffing Provisions". When consulting, the employer will provide TEU with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

11.8.4 Terms of Employment

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

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

(b) whether the conditions of employment offered will be the same or no less favourable than the employee's conditions of employment; and

(c) whether service with the employer will be treated as continuous service with the new employer.

11.8.5 New Employment Opportunities

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

11.8.6 Implications for redundancy compensation of election to transfer

Those employees who are offered a position with the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer.

PART 12 RESOLVING EMPLOYMENT RELATIONS PROBLEMS

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

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

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

What is an employment relationship problem?

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

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

Listed below are examples of employment relationship problems:

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

Who can help you with an employment relationship problem?

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

1. Within your Workplace
   - Your manager/supervisor or their manager;
   - Your Human Resources personnel.
   - Your TEU representative Megan Morris, TEU Hamilton Office, (07) 949 9300 or mob: 021 2900 385

2. Outside your Workplace
   - MBIE offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem.
   - You can contact MBIE on: 0800 20 90 20
   - **TEU** - National Office 0800 278 348, teu@teu.ac.nz

1. What is a Personal Grievance?

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

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

2. What can you do if you have a Personal Grievance?

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

3. Mediation Services

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

The Department provides mediation services which may include:

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

4. Problem Not Resolved at Mediation

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

Appendix A

Rates of Pay

Annual Salaries					Casual Hourly Rates				
		1-Sep-19	1-Sep-20	1-Sep-21			1-Sep-19	1-Sep-20	1-Sep-21
		1.60%	1.35%	1.50%			1.60%	1.35%	1.50%
PASM	Max	$97,461	$98,777	$100,258	PASM	Max	$63.87	$64.73	$65.70
	Min	$83,050	$84,171	$85,434		Min	$54.39	$55.12	$55.95
SASM	Max	$83,050	$84,171	$85,434	SASM	Max	$54.39	$55.12	$55.95
	Min	$76,095	$77,122	$78,279		Min	$49.80	$50.47	$51.23
ASM	10	$73,173	$74,161	$75,273	ASM	10	$47.88	$48.53	$49.25
	9	$71,071	$72,030	$73,111		9	$46.49	$47.12	$47.82
	8	$68,972	$69,903	$70,952		8	$45.11	$45.72	$46.40
	7	$66,869	$67,772	$68,788		7	$43.74	$44.33	$45.00
	6	$64,766	$65,640	$66,625		6	$42.36	$42.93	$43.58
	5	$62,664	$63,510	$64,463		5	$40.95	$41.50	$42.13
	4	$60,563	$61,381	$62,301		4	$39.57	$40.10	$40.71
	3	$58,460	$59,249	$60,138		3	$38.18	$38.70	$39.28
	2	$56,359	$57,120	$57,977		2	$36.81	$37.31	$37.87
	1	$54,255	$54,987	$55,812		1	$35.42	$35.90	$36.44
TA	5	$48,476	$49,130	$49,867	TA	8	$32.68	$33.12	$33.62
	5	$47,128	$47,764	$48,481		7	$31.75	$32.18	$32.66
	6	$45,488	$46,102	$46,794		6	$30.64	$31.05	$31.52
	5	$43,845	$44,437	$45,103		5	$29.50	$29.90	$30.35
	4	$42,208	$42,778	$43,419		4	$28.41	$28.79	$29.23
	3	$40,565	$41,113	$41,729		3	$27.28	$27.65	$28.06
	2	$38,925	$39,450	$40,042		2	$26.18	$26.53	$26.93
	1	$37,287	$37,790	$38,357		1	$25.05	$25.39	$25.77

When applying the casual rates, sub-clause 5.4(a) of this Agreement must be applied where an hour of work involves timetabled teaching.

APPENDIX B

This schedule will only apply to legacy BOPP TEU members covered by the Bay of Plenty Academic Staff Members Collective Agreement dated 1 December 2015 to 30 November 2016

Part A: For TEU as at 1 December 2011 to November 2013

5.10 Weekly Duty Hours

For employees employed on and from the date that this CEA takes effect:

(a) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive and between the hours of 8:00am to 5:30pm on Saturday and may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.

(b) An ASM may consent to work outside the hours prescribed in (a) above. Such consent shall not be withdrawn during the relevant programme of work.

(c) Sundays may be worked by mutual agreement.

(d) An ASM shall not undertake directed duty on more than five consecutive days.

Part B: For TEU as at 30 November 2010.

For TEU members covered by the terms and conditions of the expired MECA and employed on the day that this CEA takes effect:

The applicable clause is as follows:

(a) An ASM may be required to undertake duty between the hours of 8:00am and 9:30pm, Monday to Friday inclusive provided that an ASM may not be required to undertake duty for more than a total of eight hours a week after 5:00pm and on no more than two nights each week.

(b) An ASM may consent to work outside the hours prescribed in (a) above. Such consent shall not be withdrawn during the relevant programme of work.

(c) Weekends may be worked by mutual agreement.

(d) An ASM shall not undertake directed duty on more than five consecutive days.

APPENDIX C

FIRST SCHEDULE

Academic Promotions Procedure

ASMs

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

They should:

1 Be competent in their discipline/subject area.
2 Implement and develop programmes and learning (respond to feedback).
3 Apply effective communication skills in learning situations related to their discipline.
4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5 Contribute to the development of and implement programmes for the assessment of
student learning.
6 Recognise student learning difficulties and arrange for appropriate support.
7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.

8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator
- initiate and respond to feedback from students and/or peers
- plan and implement programmes for professional development.

9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11 Be able to contribute to the effective outcome of work teams.
12 Participate in the broader professional and academic life of the institution.
13 Discharge administrative responsibilities integral to ASM's work.
14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15 Practise within the policy framework and legislative obligations of the institute.

SASMs

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

They should:

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

18 Actively support and contribute to the objectives, direction and operation of their department and the institute.

PASMs

PASMs are expected to mentor, lead and be experts in their discipline/field and are expected to take a proactive role in supporting SASMs as they progress their skills and attributes towards career enhancement. PASMs are expected to be inspirational teachers and their actions must reflect the vision and culture of the institution.

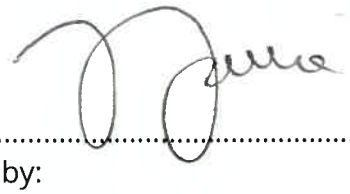
They should demonstrate a range of characteristics identified below:

1. Hold, as a minimum, a master's qualification and/or an Advanced qualification e.g. Advanced Trade Certificate that demonstrates advanced knowledge and skills in their discipline/field.
2. Be recognised by internal and external parties as leaders in their academic discipline/subject areas.
3. Make an outstanding contribution within and/or beyond the institute (Toi Ohomai) complimentary to their discipline/ field and/ or the institute.
4. Undertake and/or contribute to significant research and development (as defined by the Research Policy), agreed consultancy and/or significant industry project.
5. Maintain currency, guide and review programmes/courses – this may be demonstrated through leading a programme review or demonstrating development work that maintains currency and achieves programme objectives.
6. Provide leadership in discipline/field, at national and institute level which demonstrates sound educational planning through membership of a national/regional committee; leading curriculum design and development; and/or demonstrating leadership roles in the department/faculty.
7. Demonstrate innovation and/or leadership collaboration in identifying, developing, maintaining and/or promoting effective styles and methods of teaching and learning in the institute.
8. Be expected to take a leading role and demonstrate innovative teaching and learning strategies to show a commitment to continuous learning and a commitment to blended/alternative learning opportunities; to take a lead role in self-evaluation; to use and promote state-of-the-art learning to other staff.
9. Demonstrate leadership in working with staff to meet individual student learning needs e.g. learning contracts, special assessment conditions. Identify students that require additional learning supports and arrange for appropriate referral and/or additional learning experiences for these students.
10. Be able to demonstrate they have led and assisted staff in assessment and moderation/collaborative course evaluation; and have examined changes resulting from this leadership.
11. Identify and verify involvement in representing Toi Ohomai in external programme/course moderation and take a leading role in internal moderation processes.

12. Take a leading role in the Institute's self-assessment activities and actively mentor and provide expert advice to ASM and SASM staff as they undertake self-assessment in order to identify directions, strategies and opportunities for development.
13. Significantly enhance the institute's reputation by ensuring the values, vision and culture of the institute are promoted in a positive way at all times.
14. Demonstrate effective teamwork through their leadership and can demonstrate they have been recognised as a mentor by colleagues and/or other staff.
15. Demonstrate appropriate values and attitudes by exercising skill and judgement in dealing with issues of discrimination and difference; and ensure a commitment to Toi Ohomai's policies.

SIGNATORIES

I accept the terms and conditions as outlined in this Agreement



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Signed by:
Dr. Leon de Wett Fourie
Toi Ohomai Institute of Technology

22/1/2021

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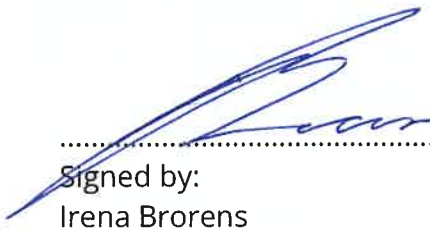
Date



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Signed by:
Irena Brorens
National Industrial Officer
For and on behalf of the New Zealand Tertiary Education Union - Te Hautū Kahurangi o Aotearoa (TEU).

18 January 2021

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Date