

MANUKAU INSTITUTE OF TECHNOLOGY



**MANUKAU
INSTITUTE OF
TECHNOLOGY**
Te Whare Takiura o Manukau

ACADEMIC STAFF COLLECTIVE AGREEMENT



TEU | TE HAUTŪ
KAHURANGI
TERTIARY EDUCATION UNION

TERTIARY EDUCATION UNION

01 January 2021 to 31 December 2022

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PART 1: COVERAGE AND APPLICATION OF AGREEMENT

1.1 Parties

This Collective Agreement shall be binding on and enforceable by:

- (a) Manukau Institute of Technology Limited ("MIT") or ("The Employer")
- (b) Tertiary Education Union Te Hautū Kahurangi o Aotearoa ("TEU").

1.2 Coverage

This Agreement covers all staff whose duties include, or directly assist staff whose duties include all of the following in some measure:

- lecturing
- lesson preparation
- student assessment
- pastoral care

and whose duties may also include:

- research
- curriculum development
- teacher development

or staff who directly advise those described above on academic matters.

This Agreement shall exclude any staff member who has, or is the associate or deputy to any staff member who has, one of the following titles:

- Executive General Manager Academic (EGMA)
- General Manager
- Head of or Director of School
- Pathways Manager

In addition, the agreement excludes:

- Any direct report of the EGM Academic and Provost
- Any direct report of the Campus General Manager
- Any direct report of the Pathways Manager

1.3 Application of Coverage

The employer agrees to offer all employees covered by this Agreement the terms and conditions of this Agreement in accordance with the requirements of section 62(2) of the Employment Relations Act 2000.

1.4 Term

This Agreement shall come into force on 01 January 2021 and expire on 31 December 2022.

1.5 Variations

This 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 Manukau Institute of Technology and ratified by employees covered by this Agreement.

1.6 Provisions and Application

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

PART 2: INTERPRETATION AND GENERAL DEFINITIONS

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

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

- a. Clause 3.8 Career Progression Provisions
 - b. Clause 3.6, to 3.10 and 3.13 Double Increments, withholding of Increments, Career Promotion and Progression, Acting in a Higher Position, Special Reasonability and Market Allowance
 - c. Part 6 Training and Professional Development
 - d. Part 8 Clause 8.5 and 8.6 Annual Leave and Lecturer Discretionary Leave
 - e. Part 11 Surplus Staffing Provisions
- 2.2 "Clinical teaching" means off-campus health science teaching involving patient care.
- 2.3 "Duty" refers to any time, when a lecturer may be required by the employer to be on duty at the polytechnic or at another location.
- 2.4 "Duty day" means any day other than a day set aside for leave, lecturer discretionary leave, a holiday, a weekend day or, when a weekend day is worked by agreement, a day in lieu of a weekend day.
- 2.5 "Employee" for the purposes of this Agreement means a person employed by the employer as a lecturer, casual lecturer or tutorial assistant.
- 2.6 "Employer" means Manukau Institute of Technology Limited.
- 2.7 "Fixed Term" means a lecturer who is engaged for a specific period of time or a project or particular event. The employment will be in accordance with section 66 of the Employment Relations Act. Any appointment will also reference clause 7.1.3.
- 2.8 "Lecturer" means any person employed in a teaching position, or any non-teaching academic staff member in the polytechnic
- 2.9 "Polytechnic" as defined in the Education and Training Act 2020.

- 2.10 "Proportional lecturer" means a lecturer employed to undertake a specified fraction of the work of a full-time lecturer.
- 2.11 "Research" as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications.
- 2.12 "Service" as defined in the Education (Salaries and Staffing) Regulations 1957.
- 2.13 "Teaching day" means any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.
- 2.14 "Teaching duties" for the purposes of distance learning are duties relating to marking, writing and revision.
- 2.15 "Timetabled teaching hour" in relation to any lecturer means a period of one hour spent in instruction and includes any hour of timetabled learning activity for a class for which the lecturer is responsible, irrespective of mode of delivery.
- 2.16 "Tutorial Assistant" means a person employed to assist the learning process under the supervision and direction of a lecturer. The actual work performed by tutorial assistants will be those tasks the lecturer deems appropriate to delegate, provided that the day to day learning and teaching, the assessment of students, learning outcomes, and any development of course and curriculum content, remain the responsibility of the lecturer.
- 2.17 "Whaangai" refers to a long-term cultural adoption, which may not necessarily have a formal status or be in writing.

PART 3: REMUNERATION

3.1 Salary Rates

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

3.2 Starting Salaries

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

3.3 Proportional Lecturers

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

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

3.4 Casual Lecturers

- (a) Casual Lecturers shall be paid rates set out in the First Schedule of this Agreement for every hour of work for which they have been employed, provided that when an hour of work involves timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each teaching hour.
- (b) Whenever a casual lecturer is re-employed, a review of their position on the salary scale in the First Schedule must be undertaken to recognise any changes in their qualifications and an accumulation of their teaching experience.
- (c) Outworkers supporting a distance learning programme shall be paid 1/1150 of the annual salary of the grade and step to which they have been appointed, for each hour of script marking.

3.5 Progression as a Lecturer to Step 13

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

3.6 Double Increments

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

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

3.7 Withholding of Increments

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

3.8 Career Promotion and Progression

- (a) Lecturers employed on any step below step 13 who have not achieved a promotion through the career path shall perform such duties as are described in clause 5.1, although they may, under the guidance of a senior or principal lecturer, undertake appropriate broader teaching activities.
 - (i) promotion shall occur, subject to sub-clauses 3.8(c) and (d).
 - (ii) new lecturers are normally appointed to step 13 or below, although they may be appointed to higher steps provided that the Institute deems that they meet the appropriate standards.
- (b) Lecturers who have been promoted, regardless of their salary step, will have and be capable of applying a comprehensive range of agreed teaching attributes.
 - (i) Subject to sub clause 3.8(e), a lecturer on any step below L13 may apply for an additional salary increment through the Career Path process for Promotion.
 - (ii) Lecturers on step L13 who have successfully applied for an additional salary increment through the Career Path process for Promotion in any prior year will be exempted the requirement to apply for Promotion and will automatically progress to step L14.
 - (iii) Lecturers on step L14 and above shall be Senior Lecturers. Progression beyond step L14 shall occur subject to sub-clauses 3.8 (c) and (d).
- (c) The Career Committee shall consist of six members, three management and three staff representatives, two of whom shall be appointed by TEU. The Committee shall consider applications for promotion and progression and require all applicants to demonstrate evidence of having met the agreed criteria. The Committee shall make recommendations to the Chief Executive.
- (d) A lecturer who is not satisfied with the outcome of his/her application may appeal to the Chief Executive for reconsideration. The Chief Executive shall appoint an investigator to report on the case.

- (e) Notwithstanding anything else in this Agreement, no lecturer shall be entitled to an increase in salary of more than two steps or equivalent within any period of 365 days.
- (f) An employee may make an application to Principle Lectureship, which is a specific position that recognises a high level of qualification and/or experience demonstrating outstanding teaching at an advanced level, and/or high levels of educational/academic leadership, and/or which involve advanced scholarly research/consultancy:
 - (i) A Principle lecturer shall be paid on the Principle Lecturer scale.
 - (ii) Progression within this scale will be as a result of annual review in accordance with the principles expressed in the Principle Lecturer Salary Review documents.

3.9 Acting in a Higher Position

- (a) Subject to the provisions of sub-clauses (b) and (c) of this clause, a tenured lecturer who relieves for another lecturer holding a position to which a higher salary is payable, shall be paid for the period which the lecturer is so relieving at a rate agreed between the employer and the lecturer.
- (b) The lecturer must perform the extra duties and undertake the responsibilities of the higher position for a period of at least ten consecutive days. Where more than one person fulfils the higher duties, the allowance is pro-rated for the duration of that period.
- (c) Leave periods including special leave shall not be counted as part of or deemed to interrupt the qualifying period specified in sub-clause (b) of this clause if the lecturer continues in the higher position immediately after the period of leave.
- (d) A lecturer who does not resume in the higher position immediately after the leave and who is being paid additional salary in a relieving position on the day preceding the leave is to be paid the additional salary during the leave for a period equal to one-fourth of the period of employment in the higher position or until the end of the leave period, whichever is the shorter period.

3.10 Special Responsibility Allowance

- (a) A lecturer who is required by the employer to undertake special responsibilities, which are over and above that normally expected of a lecturer (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than at the rate of \$1,000 per annum and not more than 20 per cent of the lecturer's base salary. Those determining the quantum of the allowance and the time allocation for a lecturer's special responsibilities shall refer to the relevant guidelines.

- (b) The following conditions shall apply:
 - (i) The granting of the allowance by the employer shall be communicated to the lecturer in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.
 - (ii) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by either the employer or the lecturer by giving one month's notice in writing.

3.11 Salary Profile within the Polytechnic

Within the confines of the Privacy Act 1993 the profile of salaries paid to lecturers 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 lecturers by paid rate, by gender and by length of employment. Where necessary, to protect individual privacy, information may be suppressed.

3.12 Payment of Salary

3.12.1 Pay Periods

- (a) The salaries of lecturers shall be paid fortnightly.
- (b) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate.
- (c) Payment shall be made either by cheque or by lodgement to a lecturer's current bank account.
- (d) Payment for the holiday periods may combine more than one pay period.

3.12.2 Entitlement to Payment

A lecturer, other than a casual lecturer, 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, a lecturer who completes the normal full working week shall receive payment for the Saturday, Sunday and all statutory holidays immediately following.
- (c) Annual and lecturer discretionary leave due on resignation or retirement shall be payable as follows:
 - (i) A lecturer who resigns at the end of the polytechnic year shall receive payment up to the end of any period of leave due.

- (ii) A lecturer who resigns during the year shall receive payment as set out in clause 8.8 of this Agreement.

3.13 Market Allowance

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

PART 4: ALLOWANCES, EXPENSES AND GRANTS

4.1 Employment Related Expenses

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

4.2 Travelling Allowance

- (a) A lecturer required to travel within New Zealand on official business shall be paid a travelling allowance as follows:
 - (i) Approved actual and reasonable travel and accommodation costs, or if staying privately an accommodation allowance of \$45.35 effective 01/01/2012 a night on proof of payment; and
 - (ii) Actual and reasonable meal costs up to \$87.28 effective 01/01/2012 for each completed 24 hour period, on proof of payment; and
 - (iii) An incidentals allowance of \$9.30 effective 01/01/2012 for each 24 hour period or each night away.
- (b) A travelling allowance shall not be payable when the lecturer leaves and returns to headquarters on the same day. Actual and reasonable expenses are payable instead. An incidentals allowance is not payable in these circumstances.
- (c) A lecturer required to travel overseas on official business shall be funded for approved actual and reasonable: travel, accommodation, meal and incidental expenses. The employer acknowledges that receipts for meals and incidental expenses are not always obtainable, and accordingly lecturers will not be disadvantaged whilst overseas.

4.3 Meal Allowance

Where a lecturer is required to commence work at or before 6.30 am and his/her duties continue beyond 1.30 pm or commences approved duties before noon and continues beyond 7.00 pm, a meal allowance of \$17.40 effective 01/01/2012 shall be paid. The meal allowance shall not be payable to employees who receive a Travelling Allowance in accordance with the provisions of clause 4.2.

4.4 Tea Allowance

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

4.5 Private Motor Vehicle Allowance

- (a) Employees using their own motor vehicle for travel relating to their work shall be reimbursed in accordance with the IRD mileage rates which shall be published by the Institute from time to time. Such travel must be approved by the employer and is defined as approved activities directly related to the polytechnic's business.

- (b) Employees shall cover the cost of their own travel to and from the work base each day provided that where the work base may vary from time to time, the employer shall pay the difference between home and fixed base and home and variable base, in accordance with and as defined by polytechnic policy.

4.6 Relocation Expenses

- (a) Relocation expenses shall be paid when a lecturer's normal place of work is moved to a location out of the local area and the lecturer elects to relocate within 12 months of the change of work place;
- (b) Lecturers 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) packing, freight and storage of furniture and personal effects;
 - (iii) travel costs for the lecturer's immediate family and other dependent members of the household;
 - (iv) legal fees and land agents' commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
 - (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 specified in sub-clause (a) a payment towards relocation expenses may be made by agreement at the time of making the appointment.

4.7 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 full-time lecturers for the cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the lecturer has been employed, or to maintain membership of a recognised professional association in terms of sub-clause (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 4.2 of this Agreement shall be paid.

- (c) Transport of students because of sickness or other exceptional circumstances.
- (d) Travelling away from the polytechnic on polytechnic business and curriculum activities.
- (e) Loss or damage to personal property or clothing in the course of duty, provided that this is not the result of the lecturer's negligence or misconduct, and provided that, where appropriate, payment may be less than the replacement cost.
- (f) Expenses incurred attending courses in accordance with the following limits:
 - (i) One return fare from their home: together with travel costs to return home at weekends, met up to the level it would have cost to keep the lecturer at the course centre over the weekend;
 - (ii) In addition, a lecturer with dependants is entitled to one visit home per month at official expense;
 - (iii) Accommodation, meal and incidental expenses, and
 - (iv) Travel expenses for observation and other visits.
- (g) Expenses incurred in attendance at approved meetings outside the normal hours of duty which may be required of a lecturer.
- (h) Temporary relocation of lecturers. In special circumstances, e.g. rebuilding of the polytechnic, where the work location of staff is temporarily relocated, lecturers may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport.
- (i) Expenses Incurred in Caring for Dependants - When an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependants where the situation is such that the employee cannot make alternative arrangements for the care of his/her dependants without incurring extra expenses.

4.8 Compassionate Grant on Death of Lecturer

- (a) In the event of the death of a lecturer while employed in a tenured teaching position, including employment during any probationary period, there shall, with the approval of the employer, be paid to a near relative of

the lecturer, or to some person approved by the employer on behalf of a near relative of the lecturer, an amount calculated as follows:

- (i) In the case of a lecturer 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 lecturer at the time of his/her death;
 - (ii) In the case of a lecturer with 20 years' service or more, a sum equal to one-eighth of the annual salary computed at the total rate payable to the tutor at the time of his/her death.
- (b) For the purposes of this clause, the term "near relative" means the spouse or partner of the deceased lecturer or any dependent child or children of the deceased lecturer under the age of 18 years, or any other relative dependent upon the lecturer, and the term "service" means full-time service in the 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.

4.9 Parental Grant

- (a) A grant shall be payable to a lecturer entitled to paid parental leave (as specified in 8.18) where that is less than 100% of the lecturer's normal salary. In such a case the employer shall top up the amount payable to the lecturer's full salary for the period that paid leave is provided to the lecturer by the State. This shall be to a maximum value of six weeks full salary at the rate applicable to the lecturer at the date of birth (or placement in the case of adoption including Whaangai). The grant shall be payable regardless of whether a lecturer returns to work before the expiry of six weeks parental leave.
- (b) The amount of the grant shall be calculated on the basis of six weeks full salary at the rate applicable at the date of birth (or placement in the case of adoption including whaangai) to the position from which the lecturer was granted leave of absence or resigned as the case may be. If the rate of salary payable at the date of birth (or placement in the case of adoption including whaangai) is later the subject of a retrospective increase, a sum representing six times the weekly increase shall be paid to the lecturer on application.
- (c) The full parental grant equivalent to six weeks' salary as in (b) above shall be payable regardless of whether a lecturer returns to work before the expiry of six weeks maternity leave. Receipt of salary shall not affect the payment of the full grant.

4.10 Safety Footwear

Where the provisions of clause 9.5 of this Agreement apply the allowance shall be \$147.50 effective 01/01/2012.

4.11 Spectacles

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

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

PART 5: HOURS OF WORK

5.1 Workload Allocation

- 5.1.1 The employer shall ensure that the lecturer's workload is maintained at equitable, reasonable and safe levels.

Equitable means that staff with comparable responsibilities should have similar workloads.

Reasonable means giving consideration to such issues as: the fit between workload and the accepted norms of society, the need to allow for ordinary activities of personal choice, the consistency with similar professionals employed elsewhere (e.g. within the discipline, within teaching), and checking that fluctuations in workload average out to a reasonable level over a specified time.

Safe means that workload must be allocated so that it would not normally result in physical, mental or emotional harm to staff, their colleagues or students.

- 5.1.2 Workload will allow the lecturer to appropriately maintain skills and professional currency.
- 5.1.3 When allocating work the employer may, where the operational requirements of the Institute permit, take account of a lecturer's individual circumstances such as family and cultural or community responsibilities.
- 5.1.4 Work shall be allocated to minimise workload by such means as: reducing duplication to a minimum, assigning to a lecturer's strengths and experiences, and eliminating unnecessary tasks.
- 5.1.5 The allocation of a lecturer's workload will normally be an open process, involving consultation with the lecturers within a teaching group, and will include consideration of factors such as class size and teaching across a range of courses/programmes.
- 5.1.6 Workload for an academic period will normally be allocated before the start of that period by way of a work plan to show such things as: teaching time, attendant and other duties, training and professional development time and leave. However, workloads may be adjusted outside of this process where there have been unexpected staffing, programme, or other changes provided that such changes are within the area of professional competence of the lecturer concerned. The employer will review the work plan as necessary.

5.1.7 A lecturer's workload will normally be agreed between the lecturer and her/his line manager. Where agreement can not be reached it may be determined by the HoD after consultation with the lecturer and giving due consideration to this Part {i.e. Part V} of this Agreement. However the following process is available to a lecturer who has a concern about her/his workload and has been unable to resolve it with her/his department:

- (a) Refer to Human Resources who will consider the case in the light of institutional guidelines and advise the lecturer accordingly.
- (b) Take the matter to internal mediation, which will be arranged by Human Resources.
- (c) Where (a) and/or (b) has not resolved the matter, a Workload Committee, consisting of two representatives appointed by the employer and two appointed by the local branch of TEU, may hear the complaint. The Committee shall make a recommendation to the Chief Executive who will make the final decision.

5.1.8 In addition to individual workloads, departmental workloads as a whole will normally be agreed between lecturers and their line manager. Where there are concerns about departmental workload levels in relationship to the obligations and principles in clauses 5.1 and 5.2 of this collective agreement, those concerns may be referred to a workload committee which shall be equally represented between TEU and employer representatives. This committee will carry out a thorough investigation of workload across the Department, and may, as a result of that investigation, make recommendations to the Chief Executive.

5.1.9 During the term of this agreement the parties will trial an agreed lecturer-led workload allocation process in agreed areas of the Institute, with a view to informing future changes to the way in which workload allocation is managed. The line manager will have final approval of the outcomes of the workload allocation.

5.2 Workload Terms and Conditions

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

5.2.1(a) Attendant Duties

Attendant duties include:

- lesson preparation
- student evaluation, assessment and moderation; and the administration associated with those duties
- pastoral care and assistance to students
- routine updates to current course material
- maintaining skill and professional currency
- contribution to day to day maintenance of teaching areas

5.2.1(b) Other duties

Where the employer requires staff to undertake other duties such as those below, Timetabled Teaching Hours shall be set at agreed levels below the maximum having regard to the TTH norms applicable to lecturers teaching in the same area who are not undertaking such other duties:

- curriculum development
- programme re/development which includes course and material re/development
- administrative responsibilities
- cultural duties
- course and/or meeting attendance
- industry engagement
- community engagement
- research
- implementing directed integration of technologies which are new to the area
- peer training and mentoring responsibilities
- participation in other institute activities

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

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

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

- 5.2.3 A lecturer on probation shall undertake no more than 0.9 of the lecturer workload norm in the department/school.
- 5.2.4 The workload of a lecturer with a Special Responsibilities Allowance or who supervises tutorial assistants shall take account of any related extra duties.
- 5.2.5 Online delivery must be scheduled, and each hour of scheduled online delivery is equivalent to one timetabled teaching hour (TTH). It is expected that, as with all modes of delivery, online delivery is provided within the lecturer's daily duty hours.

5.3 Daily Duty Hours

- 5.3.1 The employer may not require the lecturer to be on duty for more than 34 hours per week. Normal hours of work for lecturers are between 8.00 am and 9.30 pm Monday to Friday inclusive, and unless otherwise agreed, daily duty hours must be in one continuous period. A Lecturer may not be required to undertake duty for more than a total of 8 hours per week after 5.00 pm and this shall not occur on more than two nights per week. Notwithstanding this lecturer engaged in activities such as clinical teaching may be required to work for up to 450 hours per annum outside of 8.00 am to 5.00 pm. Except for field trips or approved off-campus teaching duties, a lecturer shall be on duty for no more than eight hours per day.
- 5.3.2 If there is demand or opportunity for academic work outside of the hours prescribed in 5.3.1, the relevant line managers and lecturers will work together to develop the offering. Where lecturers agree to hours of work outside of 5.3.1, such agreement will remain in force for an agreed period, except in exceptional circumstances.
- 5.3.3 Lecturers shall take a meal break of not less than thirty minutes and not more than one hour after each four hour period of continuous duty. A lecturer shall not undertake duty within 11 hours of completing duty on the previous day.
- 5.3.4 Hours spent travelling from a lecturer's base site to a teaching or supervising role at another campus or learning situation, or where overnight accommodation is required, shall be counted as duty hours.

5.4 Proportional Lecturers

5.4.1 The maximum duty hours for a proportional lecturer shall be a specified predetermined proportion of the maximum duty hours for a full time lecturer. Notwithstanding this a proportional lecturer may consent to work as a full-time lecturer for a proportion of the year not exceeding the specified predetermined proportion of the year; provided that if the lecturer's employment is terminated prematurely payment shall be made for the time not worked.

5.4.2 Unless otherwise agreed, a proportional lecturer's work will be scheduled over the fewest days possible that align with that proportion.

5.5 Research

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

PART 6: TRAINING AND PROFESSIONAL DEVELOPMENT

6.1 Intent

The following provisions recognise the obligations of lecturers to maintain and enhance their competence both in their teaching area and as educators and the responsibility of the employer to ensure that lecturers receive timely and appropriate training and opportunities for professional development.

6.2 Training

- (a) Every tenured lecturer shall undergo recognised training which may be for up to 12 weeks provided that lecturers 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 lecturers shall be provided having regard for the length of their appointments.
- (c) Up to three weeks of lecturer discretionary leave may be used for initial training in each of the first two years of a lecturer's appointment, for lecturers appointed subsequent to 10 May 1991, provided that a lecturer may not be required to use lecturer discretionary leave for training if the lecturer has already had prior training or experience recognised for clause (a) above.
- (d) Lecturers in each of their first two years of employment may be required to use up to five days of professional development time in meeting the requirements for training set out above.

6.3 Professional Development

- (a) Lecturers shall be allocated 10 duty days for approved development activities in each full year for which they are employed, subject to:
 - (i) The submission by the lecturer 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 polytechnic's operational requirements.
 - (iv) Where a lecturer undertakes approved professional development in his/her own time for the equivalent of the allocated duty days, he/she will use the allocated days at his/her discretion provided that it has been agreed as part of the professional development and leave planning processes.
 - (v) The submission to the employer of a verbal or written report evaluating the experience gained.

- (vi) In the interests of transparency of provision, in March of each year the Dean of each Faculty shall be responsible for publishing all approved Professional Development time and funding within that Faculty. By mid-December each year, each lecturer will provide a précis report of their professional development activity for the past year against their agreed plan, for publishing at a Faculty level.
- (b) Provided that the requirements of sub-clause (a) (iii) of this clause are met the following activities shall be approved as part of a programme:
 - (i) Attending staff development or training programmes sponsored or run by the polytechnic;
 - (ii) Attending work related conferences;
 - (iii) Undertaking work related study of not less than two weeks.
- (c) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the lecturer may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.
- (d) The employer may allocate a grant in aid towards expenses.
- (e) The accumulation of professional development days may be agreed between the employer and the lecturer to a maximum of 30 days, which may be taken on a single occasion provided that a plan is agreed prior to professional development being approved. The plan shall include such things as the specific nature of the work to be undertaken while taking professional development time and the compensatory work to be undertaken in the extra time during the accruing years. Where a lecturer receives normal salary while taking professional development any additional reimbursement received by the lecturer shall be paid to the employer. Professional development can be unpaid where agreed between lecturer and employer.
- (f) Full-time permanent employees may apply to enter a five year arrangement under which, with no substantive change of duties, they will receive 80% of their full-time salary per annum and after four years of work take a fifth year off work on pay. If a lecturer is accepted into such a scheme:
 - (i) Any Special Responsibilities and/or Market allowances due to the lecturer during the four years worked shall be paid in full, and no such allowances shall be paid during the fifth year.
 - (ii) An employee may withdraw from the scheme at any time up to three months before the fifth year off work is due to apply.
 - (iii) The employer may defer the scheme with three months' notice where there is good reason because of operational requirements.

PART 7: APPOINTMENTS

7.1 Categories of Appointment

7.1.1 Lecturers and Tutorial Assistants may be appointed according to the categories set out in 7.1.2 - 7.1.4.

7.1.2 On a tenured basis as follows:

- (a) As a full-time lecturer.
- (b) As a proportional lecturer, of not less than 0.2 and not more than 0.8 of a full-time position.

7.1.3 On a fixed term basis as follows:

- (a) As a full-time lecturer for a specified period of time.
- (b) As a proportional lecturer of not less than 0.2 and not more than 0.8 of a full time position, for a specified period of time.
- (c) Fixed term appointments will be entered into for the following reasons:
 - (i) filling a vacancy pending an appointment,
 - (ii) relieving for a tenured employee on leave,
 - (iii) trialling a new course for a period not exceeding three years,
 - (iv) undertaking a specified finite project for a period not exceeding three years,
 - (v) to match a period of contractual targeted funding where renewal of such funding is not guaranteed,
- (d) No fixed term agreement shall be used to establish the suitability of the employee for permanent employment.

7.1.4 (a) On a casual basis when there are no set hours or days of work and where the employee is asked to work as and when required.

- (b) Outworkers supporting a distance learning programme are deemed to be casual lecturers.

7.2 Tutorial Assistants

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

7.3 Advertising of Positions

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

7.4 Equal Opportunities

- (a) The employer shall appoint staff in accordance with an equal employment opportunities programme.
The equal employment opportunities programme shall identify and eliminate all aspects of policies and procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons on the basis of their gender, race, colour, ethnic or national origin, sexual orientation, marital status, family responsibilities, religion, disability or age.
- (b) The union shall be involved in the process of developing, implementing and monitoring every equal employment opportunities programme.

7.5 Probationary Period

- (a) Every lecturer appointed for the first time to a tenured teaching position shall serve a probationary period of one year in that position.
- (b) Notwithstanding sub-clause (a) the employer may extend the probationary period for up to one further year if he/she thinks fit.
- (c) For the purposes of this sub-clause, continuous service as a limited tenure lecturer at Manukau Institute of Technology:
 - (i) for not less than three months nor more than six months immediately prior to the appointment as stated in sub-clause (a) shall be credited towards the probationary period; or

- (ii) for not less than one year immediately prior to the appointment as stated in sub-clause (a) shall mean that nine months is credited towards the probationary period; or
 - (iii) for not less than two years immediately prior to the appointment as stated in sub-clause (a) shall mean that the probationary period is waived and;
for the purposes of this sub-clause, the term 'continuous service' includes all periods of paid leave and would not be broken by, all other approved leave without pay and all breaks of not more than three months between periods of employment with Manukau Institute of Technology.
- (d) The employer may, during any such probationary period, terminate the appointment of the lecturer so appointed by giving that lecturer one month's notice in writing, of his/her intention to terminate the lecturer's appointment.
- (e) At the end of the first six months of the probationary period (excluding any period of service credited to the probationary period under sub-clause (c) above), the employer shall give the lecturer a report on his/her performance.
- (f) At the end of the probationary period the employer shall terminate or confirm the appointment in writing.

7.6 Termination of Employment

- (a) Lecturers other than those appointed on a limited tenure or casual basis shall be given two months' 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 a lecturer 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 (b) above, a lecturer employed on a limited tenure basis may be terminated at the end of the specified period of employment.
- (d) Nothing in this clause shall remove from the employer her/his obligation to observe the principles set out in clause 7.7 prior to applying any notice to a lecturer in the event of a termination of employment resulting from disciplinary action.
- (e) Notwithstanding the above any lecturer may be peremptorily dismissed for serious misconduct.

- (f) A lecturer appointed to a tenured position shall give at least two months' written notice of resignation.

7.7 Disciplinary Procedures for Lecturers

- (a) Principles to be observed.
In any disciplinary action the following principles shall be observed:
 - (i) The lecturer 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 lecturer must be considered before a decision is made.
 - (iv) The lecturer 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 lecturer as having been seen.
 - (vi) The lecturer must be advised by the employer of their right to request assistance, and/or representation at any stage.
- (b) Suspension of Lecturers
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 a lecturer has been suspended and the allegation is subsequently found to be without substance, the lecturer must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.

PART 8: LEAVE

GENERAL

8.1 Application

The following leave provisions do not apply to casual lecturers and shall be limited as specifically provided in other cases. However, casual lecturers are entitled to public holidays, sick and bereavement leave as provided for in the Holidays Act 2003.

8.2 The Leave Year

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

8.3 Leave of Absence to Count as Days and Half-days

For any lecturer, 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.

8.4 Statutory Holidays

- (a) The following days shall be observed as whole holidays, in addition to annual leave and lecturer discretionary leave:

New Year's Day

The day after New Year's Day

Christmas Day

Boxing Day

Good Friday

Easter Monday

Easter Tuesday

Anzac Day

The Sovereign's birthday observance

Waitangi Day

The day appointed for the observance of the Anniversary Day of the province

Labour Day (the fourth Monday in October)

- (b) Any time actually worked on a public holiday shall be paid at time and a half and the lecturer shall be provided with an alternative holiday, provided that the employer has approved the time worked.

8.5 Annual Leave

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

- (a) Lecturers are entitled to not less than four weeks of annual 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.

- (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 polytechnic, provided that such timing shall not prevent the lecturer taking the leave entitlement in the current leave year. Wherever practicable each lecturer shall be provided with a leave timetable by 31 March each year.
- (d) A lecturer may carry forward any unused annual leave in accordance with the Holidays Act 2003.
- (e) When a lecturer takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the lecturer requests payment of annual leave in advance. To request payment of annual leave in advance a lecturer shall provide the employer with written notice at least one week before the payment would be due.

8.6 Lecturer Discretionary Leave

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

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

8.7 Calculation of Annual and Lecturer Discretionary Leave

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

8.8 Annual and Lecturer Discretionary Leave for Lecturers with Short Service

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

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

8.9 Casual Lecturers

Casual lecturers receive payment for annual leave at the rate of eight per cent. Payment for statutory holidays shall be made only if the lecturer would have worked the day in question as part of their normal timetable. Payment for lecturer discretionary leave is included in their hourly rate.

8.10 Travelling Time for Leave Purposes

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

- (a) Leave for travelling can only be granted if the lecturer is required to travel when the polytechnic is open.
- (b) The quickest and most direct means of travel must be used.
- (c) No travelling time is granted for a journey that is preceded by leave without pay or for a return journey that is followed by a period of leave without pay.

8.11 Special Leave without Pay

Except as specified elsewhere in this Agreement special leave without pay, not exceeding two years, may be granted to a lecturer.

8.12 Leave for Proportional Lecturers

Standard leave provisions as for tenured, full-time lecturers shall apply. The lecturer continues to be paid on a proportional basis during leave.

8.13 Sick Leave

- (a) A lecturer shall be entitled to 10 days paid sick leave per annum from the commencement of appointment. This entitlement shall be accumulated to a maximum of 220 days. The entitlements contained in this clause will apply to all lecturers who hold proportional positions on a pro-rata basis. All lecturers employed on or before 20 September 2001 will not be affected by the pro-rating in this sub-clause.
- (b) In exceptional circumstances the employer may grant sick leave with pay in excess of the periods determined under subclause (a) above in anticipation of future entitlements provided that no extension may be granted beyond 220 days.

- (c) For the purposes of sub-clause (a) above, disregarded sick leave not exceeding an overall aggregate of two years may be granted by the employer.
- (d) For the purposes of sub-clause (a) above a limited tenure lecturer has a sick leave entitlement on the basis of service completed since the last date of limited tenure or permanent employment.
- (e) Sick leave taken as a result of entitlement under the Holidays Act 1981 and amendments shall be offset against, and not be in addition to leave taken under this clause.
- (f) No deduction shall be made to the above sick leave entitlement where the sickness or injury arises from a work related accident.
- (g) Where absence on sick leave is the result of a non-work related accident, sick leave will be deducted for any time not paid for by ACC.

8.14 Leave for Sickness in the Home

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

8.15 Disregarded Sick Leave

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

- (a) Sickness Caused by Working Conditions.
The provisions of the Accident Compensation Act 2001 normally apply to absences on account of sickness caused by working conditions and so the question of sick leave should not arise. However, where the Accident Compensation Corporation declines to accept liability, the employer may approve the disregarding of sick leave. Sick leave shall be disregarded only when the sickness is directly attributable to the conditions or circumstances under which the lecturer is working, or when a lecturer contracts an illness through contact in the course of duties.
- (b) Epidemic Disease.
When an epidemic occurs, the sick leave of lecturers who contract the disease shall be disregarded for the time necessary for the disease to run its normal course.
- (c) Infectious Diseases.
When a lecturer contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by

direction of the appropriate health authority from attending the polytechnic, leave will be disregarded for the period covered by the direction. In the case of hepatitis, however, the period of disregarded sick leave is the time that the lecturer's doctor decides is necessary for the lecturer to remain away from the polytechnic.

8.16 Leave for Family Reasons

A lecturer 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.

- (a) Serious illness of a family member.
- (b) Marriage of a close relative.
- (c) Other important family occasions.

Travelling time with pay may be allowed in terms of clause 8.10.

8.17 Bereavement/Tangihanga Leave

Death in New Zealand or Overseas. A lecturer 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 lecturer and the deceased; (NOTE - this association need not be a blood relationship).
- (b) Whether the lecturer 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 lecturer 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.

Bereavement/Tangihanga leave taken as a result of entitlement under the Holidays Act 1981 and its amendments shall be offset against, and not in addition to leave taken under this clause.

8.18 Parental Leave

Parental Leave is leave without pay.

- (a) Tenured and limited tenure employees appointed for more than 12 months who are employed for at least 10 hours per week are entitled to parental leave on the following basis:
 - (i) An employee who is pregnant or an employee whose partner is pregnant is entitled to parental leave and protection of employment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987. Leave may commence at any time during the pregnancy subject to the employee giving the employer one month's notice in writing, supported by a medical certificate. A shorter period of notice shall be accepted on the recommendation of a medical practitioner;
 - (ii) Employees whose partners are pregnant shall support their application for leave with their partner's medical certificate;
 - (iii) The total amount of leave taken shall not exceed 52 weeks, excluding partners/paternity leave which may be additional (two weeks leave without pay);
 - (iv) Employees with 12 months' or more service shall be entitled to 12 months' leave;
 - (v) Employees with less than 12 months' service shall be entitled to six months' leave and may be granted up to six months additional leave at the discretion of the employer;
 - (vi) An employee intending to legally adopt or whaangai a child under the age of 12 months subject to satisfactory evidence shall be entitled to parental leave from the date of assuming responsibility for the child as in sub clauses (iv or v) above applied. The requirement of one month's notice does not apply

8.19 Special Leave

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

- (a) Cultural, community and sporting activities involving national or provincial representation.
- (b) Educational activities pertaining to a lecturer's work noting that:
 - (i) For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved.
 - (ii) Examination leave shall be on full pay.
- (c) Upgrading qualifications at the request of the employer.
- (d) Marriage of the lecturer.
- (e) Involvement in recognised civil defence and search and rescue activities.
- (f) Attendance at meetings of recognised local authorities as a member.
- (g) Attendance, as an elected officer of the union, at meetings of TEU.
- (h) Attendance for jury service will be covered by the employer on full pay provided that fees paid by the court, excluding reimbursement of costs, shall be paid by the employee to the employer.

8.20 Leave for Approved Statutory Authorities

An employer shall grant leave on full pay to a lecturer 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 lecturer from the authority shall be paid to the polytechnic:

- (a) A polytechnic council
- (b) A college of education council
- (c) A university council
- (d) Government Superannuation Board
- (e) NZ Qualifications Authority
- (f) Hearings of the Employment Relations Authority or Court.
- (g) NZ Polytechnic Programmes Committee.

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

8.21 Union Allocated Employment Relations Education Leave

Employment relations education leave is an entitlement assigned to TEU under Part 7 of the Employment Relations Act 2000. TEU is entitled to allocate employment relations education leave to eligible employees according to the provisions of that Act.

8.22 Leave on TEU Business

- (a) TEU and the employer agree to an exchange of letters each year to establish the quantum of and arrangements for, leave available to the TEU president and members of the national executive, for TEU business should any lecturers be elected to such posts.
- (b) Leave on TEU business shall be granted according to the provisions determined under sub clause (a) of this clause.

PART 9: PROTECTION AND SAFETY PROVISIONS

9.1 Hearing Protection

A lecturer working in conditions that are likely to impair her/his hearing shall be supplied with personal ear protection.

9.2 Eye Protection

Where the employer considers that an employee is working in an “eye danger” area the employer will provide the employee with a personal issue of either:

- (a) standard safety glasses with neutral lenses, or
- (b) specially hardened neutral “clip on” safety glasses to be worn over normal optical glasses, where the employee works only occasionally in an eye danger area, or
- (c) specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the employee is required to work for substantial periods in an eye danger area.

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

9.3 Protective Clothing

A lecturer working in conditions that are more destructive than normal to clothing shall be issued with protective clothing, which shall be laundered at the employer's expense.

9.4 Issue of Uniforms

- (a) Where, in the opinion of the employer, a lecturer is required to wear a uniform, sufficient and adequate uniforms shall be issued to enable the lecturer to perform required duties.
- (b) All uniforms soiled in the course of duty shall be laundered or dry cleaned, at the employer's expense.

9.5 Safety Footwear

A lecturer working in conditions that require the use of safety footwear shall be issued with or compensated for such footwear in accordance with clause 4.10.

9.6 Immunisation - Hepatitis B

Employees with a significant risk of acquiring hepatitis B because of the nature of their employment will be immunised if appropriate. The employer will meet the cost of the immunisation.

9.7 Working Conditions of Lecturers

- (a) The good employer provisions of the State Sector Act 1988, sections 77 (a) and (d) or any amendment or Act passed in substitution of this Act shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of individual lecturers.
- (b) The provisions of the Health and Safety in Employment Act 1992 or any amendment or Act passed in substitution for this Act shall apply insofar as they relate to the working conditions of lecturers.

9.8 Domestic Violence

The Employer recognises that employees sometimes face situations of domestic violence or abuse in their personal life that may affect their attendance or performance at work.

The Employer is committed to provide support to these Employees in accordance with MITs Domestic Violence Policy and the Domestic Violence – Victims Protection Act 2018

PART 10: PROCEDURES FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS AND PERSONAL GRIEVANCES

This procedure applies to the settlement of all employment relationship problems and personal grievance matters within the Institute. A personal grievance occurs when you feel aggrieved because of an action, or actions, taken by the Institute that affects you. Any staff member may use this procedure and may, at any point during the procedure, seek advice and/or representation from TEU.

- Step 1** Raise the matter with your line manager. If this is inappropriate or does not resolve the matter you should raise it with the next reporting line of management. If the situation remains unresolved and you have not already done so, you may raise it with the appropriate Executive Director.
- Step 2** If step 1 does not resolve the matter advise the Manager, Human Resources, explaining the details of your problem or grievance, why you feel aggrieved, and what solution you are seeking. It would be helpful if this were in writing.
- Step 3** Human Resources will arrange a meeting, which will include Human Resources, your manager and yourself and a TEU representative if you wish, to discuss the matters raised and if possible, agree resolutions.
- Step 4** If after the meeting you wish to pursue a personal grievance, or if the process to step 3 has not been completed within a reasonable time, you must notify the Institute in writing within 90 days of the original event. Failure to provide formal notice within the 90-day period will render the grievance void except where the delay in raising the personal grievance was occasioned by any one or more of the exceptional circumstances stated in section 115 of the Employment Relations Act 2000. It would be helpful to the resolution process if this notice included a summary of issues that have not been resolved to your satisfaction.
- Step 5** Within 14 days of receiving your notice of a personal grievance the Institute should advise you in writing of its assessment of the situation. The Institute may try to resolve the employment relationship problem/s again if there appears to be a reasonable prospect of doing so.
- Step 6** Either party may involve the Mediation Service of the Department of Labour or any alternative mediation provider that has been mutually agreed. If the matter is not resolved in mediation either party can refer it to the Employment Relations Authority. If not happy with the determination of the Employment Relations Authority either party may take the matter to the Employment Court.

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 polytechnic's organisational structure or function, which may result in significant changes to either the structure, staff or work practices affecting existing lecturers;
- (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 lecturers.

The employer will provide the union with an opportunity to be involved in any review that affects staff covered by this Agreement and will consult with TEU and the affected staff on the selection criteria to be used. These criteria shall recognise that the employer must retain certain skills, knowledge and experience for the operational needs of the Institute. A period of three weeks shall be provided to ensure that TEU and employees can prepare submissions, provided that in cases where only one member of staff is to be declared surplus, the Institute may waive the three week period of consultation.

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 short-term appointment or to casual lecturers.

11.3 Definition

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

11.4 Notification

Where a surplus staffing situation in terms of clause 11.2 arises the employer shall advise 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. Alternatively, the employer may terminate the employee's employment and pay two months' salary in lieu of notice.

11.5 Options

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

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

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

11.6 Conditions Applying to Options

11.6.1 Attrition means that as lecturers 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 Voluntary severance means an affected employee who has of his/her own accord expressed an interest in taking severance. The employer reserves the right to decline any offer of voluntary severance.

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

- (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 clause 4.6 of this Agreement.

- 11.6.4 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 per cent 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.

11.6.5 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this sub-clause 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. For employees appointed before 01 April 1988 service also includes other relevant Government service. For the purpose of this sub-clause, "other relevant Government service" means:
 - (i) Continuous service as a teacher in any public school, manual training centre, post-primary school, teachers' training college, specialist teaching service, or any school or teaching service under the control of the Department of Education;
 - (ii) Continuous service as a teacher in the Cook Islands or Western Samoa or under any school of cooperation with the Government of Fiji or the Government of Tonga;
 - (iii) Continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teachers professional assistance.
 - (iv) Continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the polytechnic service (e.g. nursing training) is counted as continuous service for the purposes of this sub-clause regardless of whether the transfer takes place before or after 01 April 1988.

- (c) All service recognised under 11.6.5(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 (b) above includes all periods of paid leave and would not be broken by, all other approved leave without pay and all breaks of not more than three months between periods of employment within the polytechnic service, or one month with other service(s) approved under (b) above.
- (e) Payment will be made in accordance with the following:
 - (i) 16 per cent of salary for the preceding 12 months' subject to finishing on an agreed date. This payment is made regardless of length of service.
 - (ii) 12 per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 per cent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (f) Outstanding annual and lecturer discretionary leave shall be separately cashed up.
- (g) An employee who through agreement has temporarily reduced his/her hours, or is on a period of unpaid leave, shall have his/her payment calculated for the 12 months service at the salary of their substantive position.
- (h) Fixed term employment with the employer immediately prior to permanent employment shall generate service for the purposes of this clause.

11.7 Rights of Lecturers Declared Surplus

11.7.1 Time off to Attend Interviews

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

11.7.2 References

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

11.7.3 Counselling

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

11.7.4 Employees on Leave

An employee who is declared surplus and who is on 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 Transfer Protection

Before the employer restructures as defined in the Employment Relations Amendment Act (no2) 2004 its amendments and replacements, where it is proposed that the whole or part of the business is to be sold, the employer will:

- (a) Notify and consult with TEU and the identified affected lecturer/s.
- (b) Subject to the requirement to protect commercially sensitive information, provide relevant information, including the expected impact, to identified affected lecturers.
- (c) Negotiate the term and conditions of employment for transferring lecturers with the proposed new employer and consult with TEU before they are agreed.
- (d) Provide to TEU and the identified affected lecturers relevant information about any employment opportunities that exist with the new employer. The lecturers will also be advised of their right to accept or decline a transfer to the new employer.

11.9 Technical Redundancy

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

- (a) the person or organisation acquiring the business, or the part being sold or transferred:
 - has offered the employee employment in the business, or the part being sold or transferred; and
 - has agreed to treat service with the Institute as if it were service with that person or organisation; and

- (b) the conditions of employment being offered to the employee by the person or organisation acquiring the business, or the part being sold or transferred are the same as, or no less favourable than, the employee's conditions of employment, including:
 - any service related and redundancy conditions; and
 - any conditions relating to superannuation under the employment being terminated; and
- (c) the offer of employment by the person or organisation acquiring the business, or the part being sold or transferred, is an offer to employ the employee in that business either:
 - in the same capacity as that in which the employee was employed or
 - in a capacity that the employee is willing to accept.

PART 12: MISCELLANEOUS

12.1 Savings

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

12.2 Inadvertent Omission

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

12.3 Union Recognition

Subject to the Employment Relations Act 2000 the employer recognises TEU as the representative of all employees who come within the coverage of this Agreement and who are members of TEU

12.4 Union Information

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

12.5 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.

12.6 Union Meetings

- (a) Subject to the sub clauses (b) and (e) below, the employer shall allow every employee covered by this Agreement, who has nominated TEU as their bargaining agent, to attend on paid leave, two union meetings (each 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 meeting to which sub-clause (a) applies.

- (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 staff 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 staff who attend, and the time that the meeting started and finished.

12.7 Consultation

12.7.1 Where the Institute wishes to add a new policy or vary an existing policy and that variation or addition will impact upon employees' terms and conditions of employment, the Institute will consult with the parties to this Agreement.

12.7.2 During the term of this agreement, four representatives from each party will meet to continue the work of investigating the career path. The working group will meet regularly until the work is complete.

12.8 Academic Freedom

Under the Education Act all employees have the freedom within the law, to question and test received wisdom, to put forward ideas, to state controversial or unpopular opinions, and to undertake research. The Institute acknowledges the practice of academic freedom is essential to professional conduct of teaching, research and scholarship.

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

12.9 Joint Consultative Committee

A Consultative Committee will be established to meet regularly and consult on matters of mutual interest, including the application of the collective agreement. The Committee will operate according to Schedule Two.

SCHEDULE ONE: Salary Scales

Increase to all base rates of the following:

Year 1: 1 January 2021 to 31 December 2021 – 1.5%

Year 2: 1 January 2022 to 31 December 2022 – 1.35%

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

| ANNUAL SALARY RATES | | | | | HOURLY RATES | | | | |
|--------------------------------|-----------|-----------|-----------|-----------|---------------|-----------|-----------|-----------|-----------|
| FULL-TIME & PROPORTIONAL STAFF | | | | | CASUAL STAFF | | | | |
| | 1/01/2019 | 1/01/2020 | 1/01/2021 | 1/01/2022 | | 1/01/2019 | 1/01/2020 | 1/01/2021 | 1/01/2022 |
| | 1.50% | 1.50% | 1.50% | 1.35% | | 1.50% | 1.50% | 1.50% | 1.35% |
| Principal Lecturer | | | | | | | | | |
| L3.13 | 95,849 | 97,287 | 98,747 | 100,080 | CL3.13 | 60.28 | 61.19 | 62.10 | 62.94 |
| L3.12 | 94,497 | 95,914 | 97,353 | 98,667 | CL3.12 | 59.44 | 60.33 | 61.23 | 62.06 |
| L3.11 | 92,435 | 93,822 | 95,229 | 96,514 | CL3.11 | 58.14 | 59.01 | 59.90 | 60.71 |
| L3.10 | 91,089 | 92,455 | 93,842 | 95,109 | CL3.10 | 57.29 | 58.15 | 59.02 | 59.81 |
| L3.09 | 89,423 | 90,764 | 92,125 | 93,369 | CL3.09 | 56.24 | 57.08 | 57.94 | 58.72 |
| L3.08 | 87,755 | 89,071 | 90,407 | 91,628 | CL3.08 | 55.19 | 56.01 | 56.85 | 57.62 |
| L3.07 | 86,085 | 87,376 | 88,687 | 89,884 | CL3.07 | 54.14 | 54.95 | 55.78 | 56.53 |
| L3.06 | 84,420 | 85,686 | 86,971 | 88,145 | CL3.06 | 53.09 | 53.89 | 54.70 | 55.44 |
| L3.05 | 82,751 | 83,992 | 85,252 | 86,403 | CL3.05 | 52.04 | 52.82 | 53.61 | 54.34 |
| L3.04 | 81,086 | 82,303 | 83,537 | 84,665 | CL3.04 | 50.99 | 51.76 | 52.53 | 53.24 |
| L3.03 | 79,415 | 80,606 | 81,815 | 82,919 | CL3.03 | 49.95 | 50.70 | 51.46 | 52.15 |
| L3.02 | 77,744 | 78,910 | 80,094 | 81,175 | CL3.02 | 48.89 | 49.63 | 50.37 | 51.05 |
| L3.01 | 76,078 | 77,219 | 78,378 | 79,436 | CL3.01 | 47.85 | 48.56 | 49.29 | 49.96 |
| Senior Lecturer | | | | | | | | | |
| L21 | 88,442 | 89,769 | 91,115 | 92,345 | CL21 | 55.62 | 56.46 | 57.30 | 58.08 |
| L20 | 86,002 | 87,292 | 88,601 | 89,797 | CL20 | 54.09 | 54.90 | 55.72 | 56.48 |
| L19 | 83,948 | 85,207 | 86,485 | 87,652 | CL19 | 52.80 | 53.59 | 54.40 | 55.13 |
| L18 | 81,892 | 83,121 | 84,367 | 85,506 | CL18 | 51.51 | 52.28 | 53.07 | 53.78 |
| L17 | 80,205 | 81,408 | 82,630 | 83,745 | CL17 | 50.45 | 51.20 | 51.97 | 52.67 |
| L16 | 78,522 | 79,700 | 80,896 | 81,988 | CL16 | 49.38 | 50.12 | 50.87 | 51.56 |
| L15 | 76,839 | 77,991 | 79,161 | 80,230 | CL15 | 48.32 | 49.05 | 49.78 | 50.46 |
| L14 | 75,155 | 76,282 | 77,426 | 78,471 | CL14 | 47.27 | 47.98 | 48.70 | 49.35 |
| Lecturer | | | | | | | | | |
| L13 | 73,470 | 74,572 | 75,690 | 76,712 | CL13 | 46.21 | 46.91 | 47.61 | 48.25 |
| L12 | 71,281 | 72,351 | 73,436 | 74,427 | CL12 | 44.83 | 45.51 | 46.19 | 46.81 |
| L11 | 69,091 | 70,127 | 71,179 | 72,140 | CL11 | 43.45 | 44.10 | 44.77 | 45.37 |
| L10 | 66,898 | 67,901 | 68,920 | 69,850 | CL10 | 42.07 | 42.70 | 43.34 | 43.93 |
| L09 | 64,708 | 65,679 | 66,664 | 67,564 | CL09 | 40.70 | 41.31 | 41.93 | 42.50 |
| L08 | 62,519 | 63,457 | 64,409 | 65,278 | CL08 | 39.32 | 39.91 | 40.51 | 41.06 |
| L07 | 60,330 | 61,235 | 62,153 | 62,992 | CL07 | 37.94 | 38.51 | 39.09 | 39.62 |
| L06 | 58,141 | 59,013 | 59,899 | 60,707 | CL06 | 36.57 | 37.12 | 37.68 | 38.18 |
| L05 | 55,951 | 56,790 | 57,642 | 58,420 | CL05 | 35.19 | 35.72 | 36.25 | 36.74 |
| L04 | 53,758 | 54,565 | 55,383 | 56,131 | CL04 | 33.81 | 34.32 | 34.83 | 35.30 |
| L03 | 50,746 | 51,507 | 52,280 | 52,986 | CL03 | 31.91 | 32.39 | 32.88 | 33.32 |
| L02 | 47,734 | 48,450 | 49,177 | 49,841 | CL02 | 30.02 | 30.47 | 30.93 | 31.35 |
| L01 | 44,723 | 45,394 | 46,075 | 46,697 | CL01 | 28.14 | 28.56 | 28.99 | 29.38 |
| Tutorial Assistant | | | | | | | | | |
| TA.08 | | | | | CTA.08 | | | | |
| TA.07 | | | | | CTA.07 | | | | |
| TA.06 | | | | | CTA.06 | | | | |
| TA.05 | 49,073 | 49,809 | 50,556 | 51,239 | CTA.05 | 30.87 | 31.33 | 31.80 | 32.23 |
| TA.04 | 47,369 | 48,080 | 48,801 | 49,460 | CTA.04 | 29.79 | 30.24 | 30.69 | 31.10 |
| TA.03 | 45,665 | 46,350 | 47,045 | 47,680 | CTA.03 | 28.71 | 29.15 | 29.58 | 29.98 |
| TA.02 | 43,979 | 44,639 | 45,308 | 45,920 | CTA.02 | 27.66 | 28.07 | 28.49 | 28.88 |

SCHEDULE TWO: Joint Consultative Committee

- The committee will be composed of equal numbers of MIT and TEU representatives; not less than four representatives from each party;
- The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues;
- The Committee will meet two-monthly or less/more frequently as agreed;
- The Committee will demonstrate good faith in endeavouring to seek resolution to matters it deals with;
- Parties will take joint responsibility for the circulation of agendas and minutes;
- The existence of the Consultative Committee shall not limit the parties in resolving employment relationship problems through external processes.

SCHEDULE THREE: Signatories



Gus Gilmore
Chief Executive of Manukau Institute of Technology

13/09/2021

Date



Irena Brorens
Assistant National Secretary Industrial
Tertiary Education Union - Te Hautū Kahurangi o Aotearoa

7 September 2021

Date