

NELSON MARLBOROUGH INSTITUTE OF TECHNOLOGY (NMIT)



ACADEMIC STAFF COLLECTIVE AGREEMENT



TEU | TE HAUTŪ
KAHURANGI
TERTIARY EDUCATION UNION

**TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa
3 March 2021 – 31 December 2022**

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PART 1 COVERAGE OF AGREEMENT

1. COVERAGE

1.1 The Parties

This Collective Agreement is made pursuant to the Employment Relations Act 2000 (ERA 2000) and the Employment Relations Amendment Act (No 2) 2004 and sets out the terms and conditions of employment, which shall be observed by the parties and employees who are covered by this Agreement. The following parties are those to whom this Agreement applies:

(a) Nelson Marlborough Institute of Technology (NMIT) (the employer)

AND

(b) The Tertiary Education Union, Te Hautū Kahurangi o Aotearoa.

1.2 Coverage

(a) The provisions of this Agreement will apply to all academic staff members, tutorial assistants and non-teaching academic staff members, except those who are appointed to positions designated as senior positions in terms of section 74D of the Public Service Act 2020

(b) Any employee covered by this Agreement who is subsequently offered and accepts an individual agreement for senior staff (being the holder of a position designated a senior position in terms of Section 74D of the Public Service Act 2020) will cease to be covered by this Agreement.

1.3 Term of Agreement

The collective agreement comes into effect from 03 March 2021 and will expire on 31 December 2022.

1.4 Variation of Agreement

This Agreement may be varied during its term by agreement in writing between the parties.

1.5 Provisions of the ERA

During the life of the ERA 2000, the provisions of Section 62(2) will apply to new employees.

1.6 Application of the provisions of this Agreement

- (a) The provisions of this Agreement will apply to all employees who are bound by the Collective Agreement and who are members of the union, whether academic staff members, tutorial assistants, non-teaching academic staff members, unless specified otherwise by the particular provision.
- (b) This Agreement replaces all previous agreements, and terms and conditions of employment contained therein.

1.7 Inadvertent Omission

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

1.8 Representation

The parties agree that the Employer recognises that members give the TEU sole authority to represent individual employees' rights, which include support and representation, and to exercise appropriate authority as per the Employment Relations Act 2000 in relation to individual members' employment.

PART 2 DEFINITIONS

2.1 Employees

“Academic Staff Member” (ASM) means a person employed in a teaching position or a non-teaching academic position. The term ASM includes, academic staff members, senior academic staff members (SASM) and principal academic staff members (PASM) unless it is used to refer to the basic salary grade. Terms such as tutor and lecturer are generic terms which can refer to academic staff members.

“ASM” see “Academic Staff Member”.

“Tutorial Assistant” means a person who assists the learning process under the supervision of an ASM. The ASM will delegate appropriate tasks provided that the day to day learning and teaching programmes, the assessment of the students’ learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM.

“Non-Teaching Academic Position” means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule C.

2.2 Employee Types

“Proportional” refers to a person employed for a specified fraction of fulltime.

“Part-time” refers to untenured positions paid on an hourly rate.

“Non-Teaching Academic Position” means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule C.

“Clinical Teaching” means off-campus health science teaching involving patient care.

2.3 Duty

“Duty” refers to any time, when an academic staff member is required by the employer to be on duty at NMIT or at another location.

“Duty day” means a day which is not approved leave, a holiday, a weekend day or a day in lieu of a weekend day.

2.4 Service

“Service” means:

- (a)
 - (i) Continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a polytechnic; and
 - (ii) Continuous service as a teacher or educator in any operation which has been absorbed into the polytechnic sector; and
 - (iii) Periods of continuous part-time service with the employer, which are aggregated to the fulltime equivalent service for the purposes of this definition; and
 - (iv) Any other service the employer agrees to recognise at the time of appointment.
- (b) “Continuous service” for the purposes outlined above includes all periods of paid leave and is not broken by, but does not include any:
 - (i) periods of maternity or paternity leave
 - (ii) any approved leave without pay;
 - (iii) any breaks of not more than three months between employment within the polytechnic service.

2.5 Teaching Time

“Teaching Day” means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

“Timetabled Teaching Hour” means one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the employee is responsible.

“TTH see “Timetabled Teaching Hour”.

2.6 Terminology

“Polytechnic” has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the

delivery of teaching/learning programmes for which the CEO fulfils the role of employer.

“Research” is as defined by the New Zealand Qualifications Authority and institutional policy.

PART 3 TERMS OF APPOINTMENT

3.1 Categories of Appointment

3.1.1 The categories of appointment are:

- (a) tenured - fulltime or proportional
- (b) limited tenure - fulltime or proportional
- (c) part-time (hourly paid/untenured).

3.1.2 Proportional appointments must be not less than 0.3 and not more than 0.8 of a fulltime position.

3.1.3 Limited tenure appointments

- (a) Limited Tenure appointments will be for a specified period of time.
- (b) When an appointment is made for a limited tenure, the period of the tenure will normally reflect the workload associated with planning, preparation, development, assessment and administration.
- (c) The options under the surplus staff provisions of this Agreement will not apply at the conclusion of the specified term of employment when limited tenure appointments have been made for the purpose of:
 - (i) filling a vacancy pending an appointment
 - (ii) relieving for a tenured employee on approved leave
 - (iii) trialing new courses for a period not exceeding two years
 - (iv) undertaking finite tasks for a period not exceeding two years.

3.1.4 Part-time appointments may be:

- (a) for periods of less than six weeks at any one engagement; or
- (b) longer than six weeks when employed for no more than 18 paid hours (including timetabled teaching, loadings and any other paid hours - Refer: clause 4.2.4) each week.

An employee who exceeds these maxima on an irregular basis may continue to be employed as part-time.

3.1.5 The employer will develop, in consultation with the Agreement Monitoring Committee, policies relating to conditions for part-time employees including:

- (a) equitable, reasonable and safe workload
- (b) expectations on accepting employment
- (c) career structure
- (d) accommodation
- (e) staff training provisions
- (f) salary review provisions
- (g) salary assessment procedures
- (h) determination of salary loading.

3.2 Appointment Procedures

3.2.1 Advertising of Positions

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will, when practicable, be advertised nationally in a manner to allow suitably qualified people to apply.
- (b) Notwithstanding clause 3.2.1(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 provided TEU is notified. If the redesignation occurs as a result of surplus staffing the provisions of Part 10 apply.

- (d) Where a position is made permanent and it is intended to appoint the incumbent the employer need not advertise the position but should notify the local branch of TEU.

3.2.2 Equal Opportunities

The employer will appoint staff in accordance with an equal employment opportunities programme developed, implemented, monitored and reviewed in consultation with the local branch of TEU.

3.2.3 Probationary 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) Probationary employees will be provided with support, guidance, mentoring and induction in relation to their role and a 0.2 reduction in workload.
- (d) The employer will give the employee a written report on their performance at the end of the first six months, at 12 months and prior to the completion of the probation period.
- (e) A probationary appointment may be terminated with one month's written notice by either party.
- (f) At the end of the probationary period the employer will extend, terminate or confirm the appointment in writing.

3.3 Termination of Employment

3.3.1 Notice of Resignation/Termination of Employment

- (a) Tenured employment may be terminated with two months' written notice by either party.
- (b) Limited tenure or part-time employment may be terminated with two weeks' written notice by either party or at the end of the specified period of employment.

- (c) Nothing in this clause will remove from the employer the obligation to observe the principles set out in clause 3.3.2 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- (d) Notwithstanding the above any employee may be summarily dismissed for serious misconduct.

3.3.2 Disciplinary Procedures for Employees

In any disciplinary action the following steps will be observed:

- (a) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.
- (c) The response of the employee must be considered before a decision is made.
- (d) The employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues.
- (e) The notification of complaint and results of any action are to be recorded in writing and sighted and signed by the employee as having been seen.
- (e) (f) The employee must be advised by the employer of their right to request union assistance, and/or representation at any stage.

In the case of serious misconduct, the employer may:

- (i) suspend with or without pay;
- (ii) place on other temporary duties; or
- (iii) dismiss without notice.

Where the employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.

3.4 Miscellaneous Terms

3.4.1 Academic Freedom

Attention is drawn to the Education and Training Act 2020. The provisions of this Act insofar as they relate to employees will apply including Section 161 on Academic Freedom.

PART 4 CAREER PROGRESSION AND REMUNERATION

4.1 Statement of Intent

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

4.2 Salary Rates

4.2.1 Salaries

Employees will be paid at the appropriate rates set out in Schedule B.

4.2.2 Starting Salaries

- (a) The appropriate ASM salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to NMIT's starting salaries policy.
- (b) The employer may pay a market allowance over the assessed salary level (see clause 4.4.1).

4.2.3 Proportional Positions

Salaries will be paid on a proportional basis as follows:

fulltime salary rate x predetermined proportion of the position.

This will be confirmed in the letter of appointment.

4.2.4 Part-time Positions

- (a) Part-time employees will be paid the rates in Schedule B for each hour of work. When this involves timetabled teaching an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.
- (b) In deciding the amount of additional paid work the employer will maintain an equitable workload which reflects that of fulltime employees doing similar work.

4.2.5 Living Wage

The parties to this agreement support the principle of a Living Wage. No employee shall be paid less than the Living Wage which is independently recalculated annually and announced on April 1 of each year. The rate is implemented on September 1 of the same year. The increase to the living wage will be applied to wages at NMIT by 1 September. The employer will seek accreditation through the Living Wage Movement Aotearoa New Zealand in the future.

4.3 Salary Progression

4.3.1 Progression within the ASM Grade

(a) Increments

- (i) Subject to sub-clauses (b) (c) and (d) of this clause employees in the ASM and Tutorial Assistants' Grades will move one step after each year of service until reaching step 8.
- (ii) No increments will be paid to employees on probation.
- (iii) Part-time and proportional ASMs become eligible for ASM increments on the basis of each year of equivalent fulltime tutoring.

(b) Advanced Increments

- (i) A double or accelerated increment may be approved by the employer for:
 - meritorious performance
 - ensuring relativity within NMIT
 - retention
- (ii) The new increment date is from the date of the advanced increment.

(c) Withholding of Increments

An increment may be withheld if in the employer's opinion an ASM's performance over the previous year has been unsatisfactory. The employer will notify the ASM of the decision and the reasons for it.

- (d) Progression from ASM Steps 8 through to 11
- (i) There will be a bar to progression beyond step 8.
- (ii) To progress to step 9 an academic staff member will need to have:
- completed 12 months on ASM step 8
 - completed probation and verified that the standards specified under ASM in Schedule C have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member.
 - used the professional development opportunities provided by clause 7.3
 - completed tutor training as per clause 7.2

All ASMs who meet these criteria will move to step 9

- (iii) Where an ASM has been prevented from complying with the last two criteria in (d) (ii) above by the employer's failure to make necessary provision according to the Agreement these criteria will not apply.
- (iv) Movement to ASM step 10 will be on completion of 12 months' service on step 9 and to ASM step 11 on completion of 12 months' service on step 10.

4.3.2 Progression to the SASM Grade

Progression to the SASM Grade will be upon verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule C. Verification will be carried out according to policy and procedures developed and reviewed under Schedule A.

4.3.3 Progression within the Senior ASM Grade

- (a) Progression within the SASM Grade will be by annual review of the employee's professional practice which will refer to the Senior ASM criteria in Schedule C. This review will be carried out according to policies and procedures developed and reviewed under Schedule A.
- (b) Any increases given under this clause will be no less than \$500 per annum.

4.3.4 Progression to the PASM Grade

The policies and procedures for progression from the SASM to the PASM Grade will be developed through the mechanism in Schedule A.

4.3.5 Annual Funding For Merit Movement

An amount of 0.5% of the total base salaries for ASMs covered by this Agreement will be set aside each year to fund merit progressions for these staff - merit progressions will include all salary movements which are not required to be automatic by this Agreement.

4.4 Salary Allowances

4.4.1 Market Salary Allowance

A recruitment or retention allowance may be paid on an annual or ongoing basis to reflect difficulty in recruiting or retaining specific skills and/or experience for any specified position. This allowance may be abated by salary increases including incremental progression and promotion.

4.4.2 Acting Higher Duties Salary Allowance

- (a) An ASM who acts in a higher position will be paid a higher duties allowance at a rate agreed with the employer. To qualify for a higher duties allowance the ASM must undertake the responsibilities of the position for at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.
- (b) The ASM acting in a higher position will accrue leave at the higher salary (i.e. their base salary plus the higher duties allowance according to clause 4.4.2(a)).

4.4.3 Special Responsibilities Salary Allowance

- (a) An ASM required by the employer to undertake special responsibilities over and above those normally expected of an ASM (as defined by the employer) will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of at least \$1,000 per annum and no more than 20% of the ASM's base salary.

- (b) The granting of any special responsibilities allowance will be confirmed in writing to the employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and will be terminated by the employer by giving one month's notice in writing.

4.5 Payments

4.5.1 Entitlement to Payment

Employees are entitled to payment for the full period employed.

4.5.2 Method of Payment

Employees will be paid fortnightly by lodgement to an employee's nominated bank account unless arranged otherwise on commencement of employment.

4.5.3 Payments for Salaried Employees

- (a) The standard fortnightly pay will be 14/365 of annual salary.
- (b) When employment ceases the employee will receive payment for any statutory holidays immediately following and for any annual and discretionary leave due under clauses 6.3.3 and 6.3.4.
- (c) Holiday pay shall be paid in the normal salary cycle unless alternative arrangements have been agreed in writing.
- (d) If employment ceases at the end of a normal working week payment will also be made for the Saturday and Sunday.

4.6 Salary Profile Within NMIT

A profile of salaries paid to ASMs under this Agreement is to be made available to TEU annually. The profile will list salaries paid to ASMs by paid rate, by gender and length of employment. Other information on salary profiles will not be unreasonably withheld. Where it is necessary to protect individual privacy, information may be supplied in a way which prevents identification of an individual.

PART 5 WORKLOAD

5.1 Workload Principles

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

- (a) timetabled teaching hours and all attendant duties including:
- preparation for lessons
 - routine administration and participation in NMIT processes
 - student assessment
 - ordinary student pastoral care and assistance
 - routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency
- (b) and, all other relevant workload factors including:
- class size
 - course development requirements
 - assessment requirements
 - student support requirements
 - other demands of the teaching programme
 - experience and skill level of the ASM
 - particular requirements related to open/distance learning and e-education
 - cultural requirements of Charter obligations
 - EEEdO/EEEO obligations of the organisation
 - the need for breaks from timetabled teaching throughout the year
 - participation in research projects as appropriate
 - requirements to be on duty outside normal hours, for example noho marae and field trips.

A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in clause 5.2(a) below, plus attendant duties as above.

5.2 Timetable teaching Hours (TTH) - refer definition clause 2.5

The following TTH maxima apply to fulltime staff (see clause 5.4.1 for proportional staff)

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

- ASMs 825 TTH
- Tutorial Assistants 1000 TTH
- Probationary ASMs 660 TTH

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

- ASMs 300 TTH
- Tutorial Assistants 360 TTH
- Probationary ASMs 240 TTH

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

- ASMs 4.5 TTH per day
- Tutorial Assistants 5.5 TTH per day

The TTH maxima in (a) above will be so reduced whenever a day of approved leave other than annual leave or tutor 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 with the Agreement Monitoring Committee.

(f) For ASMs with increased work load because of special responsibilities referred to in clause 4.4.3, 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 ASM's workload being maintained at an equitable and reasonable level.

5.3 Duty Hours - refer definition clause 2.3

The following limits on requirements to undertake duty apply for fulltime employees (see clause 5.4.1 for proportional employees).

(a) Weekly Duty Hours

- (i) An employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive, and for a total of no more than:

36 hours for ASMs and Tutorial Assistants.

37.5 hours for non-teaching ASMs.

34 hours for ASMs and Tutorial Assistants who were on 34 hours prior to 3 March 2011.

- (ii) Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.

- (iii) An employee may consent to undertake duties:

- after 5.00 pm in excess of the provisions in (ii) above.
- at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme under clause 7.

(b) Daily Duty Hours

An employee will:

- (i) be on duty for no more than eight hours in any day, except when
- on field trips or approved off-campus teaching duties
 - travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day;

- (ii) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty;
 - (iii) not undertake duty within 11 hours of completing duty on the previous day.
- (c) Exceptions for Clinical Teaching Duties

Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year (01 February to 31 January).

5.4 Workload Provisions for Specific Types of Position

5.4.1 Proportional Employees

- (a) All TTH and the weekly duty hours maxima set out above will be reduced according to the predetermined proportion of fulltime employment for a proportional employee.
- (b) Notwithstanding clause 5.3(a) a proportional employee may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed, provided that if the ASM's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

5.4.2 Non-Teaching ASMs

- (a) A non-teaching ASM shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.
- (b) The non-teaching ASM will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties having due regard for the operational requirements of NMIT.

PART 6 LEAVE

6.1 Limitation of Leave Provisions

The following leave provisions do not apply to part-time employees.

6.2 Leave of Absence to Count as Days and Half Days

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

6.3 Leave on Annual Basis

6.3.1 The Leave Year

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

6.3.2 Public and Institute Holidays

The following days will be holidays, in addition to annual leave and discretionary leave:

- New Year's Day
 - The day after New Year's Day
 - Christmas Day
 - Boxing Day
 - Good Friday
 - Easter Monday
 - Easter Tuesday
 - Anzac Day
 - The Sovereign's birthday observance
 - Waitangi Day
 - The Anniversary Day of the province
 - Labour Day.
 - Matariki Day
- (a) Employees are entitled to a paid day off when a Public Holiday would otherwise be a working day for them; and if an employee does not work they shall be entitled to their relevant daily pay for the day
- (b) If an employee works on any recognised Public Holiday that would otherwise have been be a working day for them they shall be paid

in accordance with section 50 of the Holidays Act 2003 (and subsequent amendments) for the day. The employee will also be granted an alternative day off (lieu day), on their relevant daily pay for that day. This day should be taken within 12 months on a date mutually agreed with the employer.

- (c) If an employee agrees to work on any recognised Public Holiday that would not otherwise be a working day for them, they shall be paid in accordance with section 50 of the Holidays Act 2003 and subsequent amendments for the day but shall not be entitled to an alternative day
- (d) If an employee is required to work on Easter Tuesday, they shall be paid ordinary pay for the day. They shall also be granted an alternative day off (lieu day), on their relevant daily pay for that day. This day should be taken within 12 months on a date mutually agreed with the employer.
- (e) All Public Holidays are observed on the day on which they fall or in accordance with the Holidays Act 2003 and subsequent amendments.
- (f) Where an employee is scheduled to work and is sick or bereaved on a public holiday that day is to be treated as an un-worked public holiday.

6.3.3 Annual Leave

Employees are entitled to five weeks of annual leave in each leave year to be taken subject to the following:

- (a) The timing of annual leave will be fixed having regard to the operational requirements of NMIT provided that the employee is not prevented from taking the leave entitlement in the current leave year.
- (b) Periods of leave to be taken not less than one day at a time.
- (c) Employees are entitled to one block of leave of at least four weeks.
- (d) Each year the employer will have a closedown period over Christmas/New Year for up to 14 consecutive days. The employer will notify the closedown dates by 1 March each year.

Employees may apply in writing for approval to carry forward leave of up to 10 working days, for up to one year.

6.3.4 Discretionary Leave

- (a) Employees will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:
 - (i) Up to three weeks in each of the first two years of employment for ASM training.
 - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified within NMIT's formal appraisal procedures.
 - (iii) For ASMs who teach primarily on 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 and the maximum timetabled teaching hours for each quarter of the year will be 175 not 300 as in clause 5.2 (b).
- (b) Unless the employee agrees otherwise discretionary leave will be used in blocks of not less than one week, excluding when used as per clause 6.3.4(a), and will be timed having regard to the operational requirements of NMIT.
- (c) Discretionary leave will not apply to a non-teaching ASM appointed after 1 September 1993.
- (d) The employer and an employee may initiate a process to negotiate changes to discretionary leave conditions provided that:
 - (i) The employee is advised that s/he is entitled to assistance from TEU prior to entering the negotiations.
 - (ii) The employee may agree to convert all or some of their discretionary leave into work activity.
 - (iii) Every week that is converted into work activity, excluding converted leave under clause 6.3.4(a) but including Professional Development time as agreed in 7.3(a) (v), will

be paid at the rate of 2% of base salary. Any additional allowances will not be affected. The 2% increase forms part of the base salary.

- (iv) Converted discretionary leave will be for a specified period of time of not less than one year, or indefinitely, unless both parties agree to change the period.
- (v) Clause 5.2, Timetabled Teaching Hours, may be varied by agreement between the employee and employer if the conversion of discretionary leave is for the purpose of undertaking TTHs.
- (vi) Conversion of discretionary leave may only occur prior to 1 February of each year for discretionary leave in that year.
- (vii) Converted discretionary leave can only be varied by agreement between the employer and employee.
- (viii) Any agreement under this section will be in writing and signed by both the employer and employee.
- (ix) This provision is not available during an employee's first 30 days of employment.

6.3.5 Leave Timetable

Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous.

6.3.6 Calculation of Annual and Discretionary Leave Taken

Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

6.3.7 Annual and Discretionary Leave for Employees with Short Service

- (a) Employees with less than 12 months' full service in any one year will have leave calculated at 18% of the period worked less any leave taken.

- (b) Where the employee has served less than 12 months and has reduced entitlement to discretionary leave, the leave calculation will be reduced according to the appropriate ratio below:
- Five weeks' leave entitlement: (i.e. no discretionary leave)
10 % of the period worked less any leave taken
 - Six weeks' leave entitlement : (i.e. five weeks' annual leave and one weeks' discretionary leave)
12 % of the period worked less any leave taken
 - Seven weeks' leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave)
14 %of the period worked less any leave taken
 - Eight weeks' leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave)
16% of the period worked less any leave taken
- (c) Employees with short service who have insufficient leave will be permitted to anticipate their leave entitlement for the following year.

6.3.8 Holiday Pay for Part-time ASMs

Holiday pay for part-time ASMs will be paid in accordance with the Holidays Act 2003. Payment for statutory holidays will be made only if the ASM would have worked the day in question as part of their normal timetable.

6.4 Sick Leave

6.4.1 Sick Leave Entitlement

- (a) Sick leave on pay will be granted in accordance with the following scale reduced by the number of days already taken during the employee's recognised service:

Length of Service

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

- (b) Recognised service for staff employed prior to 01 September 1993 shall continue to be recognised for the purpose of sick leave entitlement.
- (c) Any statutory or institute holiday which occurs while an employee is on sick leave will not reduce the sick leave entitlement.
- (d) Any weekend which occurs within an unbroken sick leave period is to be counted for purposes of calculating sick leave usage.
- (e) A medical certificate may be required for absences from work of five days or more.

6.4.2 Accident Compensation

Sick Leave Entitlement Arising from Accident Compensation

- (a) An employee's sick leave entitlement under this Agreement will not be used in respect of absence on work accident leave.
- (b) In respect of a non-work accident, leave with pay will be:
 - (i) a charge against sick leave entitlement for the first week; and
 - (ii) after the first week and for a period of up to 26 weeks from the date of the accident, a proportionate charge against sick leave entitlement;
 - (iii) leave without pay will be granted when sick leave entitlement has been exhausted.

6.4.3 Leave for Sickness in the Home

Employees may be granted paid sick leave to attend to a member of the family or household who through illness becomes dependent on the employee. The production of a medical certificate or other evidence of illness may be required.

6.4.4 Extraordinary Sick Leave

Sick leave taken in the following circumstances (up to an aggregate of two years over the term of employment with the employer) will not be debited from the sick leave entitlement. Leave will be disregarded in the following cases:

- (a) Epidemic Disease - When an epidemic is declared by the appropriate health authority, the sick leave of employees who contract the disease will be treated as extraordinary.
- (b) Notifiable 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 NMIT, leave will be treated as extraordinary.

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

6.5 Special Leave

6.5.1 Special Leave

Special Leave described in this section is inclusive of the provisions of the Holidays Act 2003 and not in addition to those provisions.

6.5.2 Special Leave without Pay

Special Leave without pay, not exceeding two years, may be granted to an employee by the employer.

6.5.3 Leave for Family Reasons

Employees may be granted leave for family reasons with or without pay in the following circumstances:

- (a) serious illness of a family member;
- (b) marriage of a close relative;
- (c) other important family occasions.

This provision will be administered in a culturally sensitive manner and approval will not be unreasonably withheld.

6.5.4 Bereavement/Tangihanga Leave

An employee will be granted leave on full pay to discharge obligations and/or pay respects to a deceased person with whom they have had a close association. If a bereavement occurs while an employee is absent on paid

leave the leave may be interrupted and bereavement leave granted. This provision will not apply if the employee is on leave without pay.

In granting time off, 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.

A decision on a bereavement leave application will be made as quickly as possible. Approval may be given retrospectively where the circumstances would have reasonably prevented prior application. If paid special leave is not appropriate then annual leave or leave without pay will be granted, but as a last resort.

The above entitlements are inclusive of and not additional to the entitlements provided for in the Holidays Act 2003 and its subsequent amendments.

6.5.5 Bereavement Leave to cover miscarriage or stillbirth

Following pregnancy loss of the employee or partner, the employee is entitled to three days bereavement leave to be paid in accordance with the Holidays Act 2003. In addition, managers have discretion to grant up to three further days bereavement leave.

6.5.6 Maternity Leave and Parental Grant

Maternity leave is leave without pay.

- (a) Tenured and limited tenure employees appointed for more than 12 months are entitled to maternity leave on the following basis:
 - (i) An employee who is pregnant is entitled to maternity leave and protection of employment. 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 will be accepted on the recommendation of a medical practitioner.

- (ii) A female employee with 12 months or more service will be entitled to 12 months' leave from the date of the birth.
 - (iii) A female employee with less than 12 months' service will be entitled to six months' leave from the date of birth and may be granted up to six months' additional leave at the discretion of the employer.
 - (iv) A female employee intending to legally adopt a child under the age of 12 months subject to satisfactory evidence will be entitled to maternity leave from the date of assuming responsibility for the child as if subclause (ii) or (iii) above applied. The requirement of one month's notice does not apply.
- (b) For employees other than those in (a) above the provisions of the Parental Leave and Employment Protection Act 1987 and amendments to the Act will apply.
 - (c) A parental 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 an approved adoption placement.
 - (d) The grant will be of six weeks' full salary at the effective date parental leave commenced or of resignation.
 - (e) The full parental grant equivalent to six weeks' salary as in (d) 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.

The Paid Parental Leave grant is payable to an employee who takes either maternity or extended leave on production of a birth certificate or evidence of an approved adoption placement or whaangai, whether the staff member is granted parental leave or resigns because of pregnancy, adoption or whaangai.

The amount of the grant is six weeks' full salary at the rate applicable at the date of birth (or placement in the case of adoption or whaangai) to the

position from which the employee was granted leave of absence or resigned.

If both partners are employed at NMIT and are eligible for the payment then they are only entitled to one payment and they may choose who will receive it.

If a partner is employed outside NMIT and receives a parental grant, NMIT will not make a parental leave grant to their employee.

6.5.7 Parental Leave for Male Employees

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

6.5.8 Miscellaneous Leave Provisions

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 awards, scholarships and fellowships, leave with pay will normally be approved;
 - (ii) examination leave will 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 a duly appointed representative of the union, at meetings of TEU.
- (h) Attendance at approved union education courses.

6.5.9 Leave for Approved Statutory Authorities

The employer will 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 will be paid to NMIT.

- (a) A polytechnic council.
- (b) A college of education council.
- (c) A university council.
- (d) NZ Qualifications Authority.
- (e) Disputes and grievance committees established under Part 12 of this CA or any other bodies replacing them in function.
- (f) Hearings of the Employment Court or anybody established to replace the Employment 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.

6.5.10 Domestic Violence Leave

Family violence may impact on an employee's attendance or performance at work. The employer will support staff experiencing family violence. This support includes:

- a) For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- b) To support safety planning and avoidance of harassing contact, the (employer) will approve any reasonable request from an employee experiencing family violence for:

- c) changes to their span or pattern of working hours, location of work or duties; a change to their work telephone number or email address; and any other appropriate measure including those available under existing provisions for flexible work arrangements.
- d) Employees experiencing family violence will have direct access to the Employee Assistance Programme.
- e) All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without their agreement. An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children. Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional, or a family violence support service.

Family violence means domestic violence as defined by Section 2 of the Domestic Violence Act 1995."

PART 7 TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 Reciprocal Commitment

Employees have an obligation to maintain and enhance their competencies both in their teaching areas and as educators, and the employer has a responsibility to ensure that employees receive timely and appropriate training and opportunities for professional development.

7.2 Training

- (a) Tenured ASMs will complete up to 12 weeks' recognised training in the practice of adult and tertiary education. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement.
- (b) In each of the first two years of employment an ASM may be required to use up to three weeks' discretionary time and five days' professional development leave for initial teacher training.
- (c) Appropriate training opportunities will be provided to limited tenure ASMs having regard to the length of their appointment.

7.3 Professional Development

- (a) ASMs will be allocated 10 duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year, subject to the conditions specified below.
 - (i) The ASM submitting a proposed Professional Development Plan and the approval of the proposed programme by the employer. Approval will not be unreasonably withheld.
 - (ii) The employer may allocate some or all of the 10 days for Institute Training and / or Industry Placements and the employee will attend the training or placement as required by the employer.
 - (iii) Reasonable notice being given of proposed activities of either the employee or employer, and the timing of the activities being considered with due regard to NMIT's operational requirements.

- (iv) An approved Professional Development Plan may be varied by the employer following consultation with the employee, and reasonable notice being provided and with due regard for the specific circumstances.
 - (v) Where an ASM undertakes approved professional development of greater than the 10 days of this clause, the additional days will usually be deducted from the employee's discretionary leave entitlement. In exceptional circumstances, as determined by the employer, the employee will be paid for these days as per clause 6.3.4(d) (iii).
- (b) If a proposed programme of development activities is not approved by the employer, or if a proposal is not submitted, or the employer has not allocated the days, the ASM will be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.
 - (c) Professional development days may be accumulated according to any conditions agreed between the employer and the ASM.

PART 8 ALLOWANCES, EXPENSES AND GRANTS

8.1 Employment Related Expenses

The employer will make reimbursement to employees so that they do not incur personal costs as a result of requirements of the employer. Reimbursement will be according to:

- (a) the following provisions for reimbursements, allowances and expenses; or
- (b) the policies, procedures and practices the employer establishes for any matters not specifically covered by the provisions of this Agreement.

8.2 Travelling Allowance

An employee required to travel within New Zealand on official business will be reimbursed actual and reasonable costs incurred.

8.3 Tea Expenses

The employer will provide employees with free morning and afternoon tea.

8.4 Transport Allowances

- (a) Employees required to use their own vehicle for official business, and have the authority of their line manager to do so, will be reimbursed at the current IRD rate.
- (b) Employees will cover the cost of their own travel to and from their 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.

8.5 Relocation Expenses

- (a) Relocation expenses will 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 relocates within 12 months of the change in workplace.
- (b) Employees will be paid actual and reasonable costs of relocation as follows:

- (i) 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 for the sale of a home at the former location and the purchase of a home at the new location (home will 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 will be \$25,000.
- (d) A payment towards relocation expenses may be made at the time of appointment.

8.6 Compassionate Grant on Death of Employee

- (a) Upon the death of a tenured employee, the employer may pay to the deceased employee's estate an amount as follows:
- (i) For an employee with 10 years' and under 20 years' service, one-twelfth of the annual salary.
 - (ii) For an employee with 20 years' service or more, one-eighth of the annual salary.

8.7 Maternity Grant (see Maternity Leave and Parental Grant)

8.8 Reimbursements

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

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

- (b) The cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the ASM has been employed or to maintain membership of a recognised professional association in terms of sub clause (a) of this clause.
- (c) Loss or damage to personal property in the course of duty when not due to the employee's negligence or misconduct and provided that, where appropriate, payment may be less than replacement cost.

8.9 Care of Dependants

The employer may reimburse the actual and reasonable 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, and alternative arrangements cannot be made without additional cost.

PART 9 PROTECTION AND SAFETY PROVISIONS

9.1 Working Conditions

The good employer provisions of the Public Service Act 2020 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.

9.2 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 ear-muffs as required.

9.3 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".

9.4 Protective Clothing

Where the employer considers that the nature of an employee's work is more than normally destructive to clothing, suitable protective clothing will be issued on a permanent basis or on a temporary loan. In the latter case such clothing will be laundered at the employer's expense.

9.5 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.

9.6 Safety Footwear

- (a) Where the employer considers that it is necessary for employees to wear safety boots or safety shoes in the course of work, the employer will provide boots and replace on an actual and reasonable basis.
- (b) Unless an employee wears the safety footwear for at least six months in the service of NMIT, the employee will be required to refund half the reimbursement on resigning.

9.7 Immunisation - Hepatitis B

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

9.8 Protection and Safety Provisions

Tenured and limited tenure ASMs may choose to have an annual influenza vaccination. The employer will meet the cost of vaccination.

PART 10 ORGANISATIONAL CHANGE

10.1 Intent

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

10.2 Application

These provisions apply to employees who have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a limited tenure appointment made in accordance with clause 3.1.3 of this Agreement or to part-time employees.

10.3 Definition

A surplus staffing situation exists when as a result of identified factors the employer requires a reduction in the number of employees. No existing staff member will be displaced by the appointment of a tutorial assistant.

10.4 Procedures

10.4.1 Consultation

The employer will provide the union with an opportunity to be involved in any review. An agreed time frame will include a minimum of 28 calendar days to ensure TEU and the employees can prepare individual or collective submissions to the employer.

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

10.4.2 Notification

When, as a result of the processes above, specific positions are identified as surplus the employer will advise the National Secretary of TEU, the president of the local TEU branch and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties.

10.5 Options

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

- (a) attrition
- (b) Voluntary Severance
- (c) redeployment
- (d) enhanced early retirement
- (e) retraining
- (f) 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 NMIT which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

10.6 Conditions Applying to Options

10.6.1 Attrition

Due to the normal process of staff turnover the number of employees is allowed to decrease.

10.6.2 Voluntary Severance

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

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

- (iv) Staff accepted for voluntary severance will have their employment terminated in accordance with the severance provision below.

10.6.3 Redeployment

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

- (a) Where the new job is at a lower salary, an equalisation salary allowance will be paid.

The equalisation salary allowance can be paid 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 will be entitled to relocation expenses as set out in clause 8.5 (a) of this Agreement.

10.6.4 Enhanced Early Retirement

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

10.6.5 Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance. The total cost to the employer, including any salary and training costs will not exceed 110% of the value of the severance payment the employee would be entitled to.

10.6.6 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 is as defined in Part 2, except that for staff employed prior to 01 April 1988, service also includes other relevant Government service.

However, with effect from 01 December 1995 other relevant Government service in excess of 12 years will cease to apply and the remaining other relevant Government service will be abated at the rate of two years for every one year of service accrued thereafter.

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 service, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher 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). This 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 clause 10.6.5 (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, periods of maternity/paternity leave and is not broken by, but does not include other approved leave without pay and breaks of not more than three months between periods of

employment within the polytechnic service, or one month within other service(s) approved under (b) above.

- (e) Payment will be made in accordance with the following:
 - (i) 16 percent of salary, or the appropriate portion of this amount, for the preceding 12 months will be payable in lieu of any notice not worked regardless of length of service and
 - (ii) 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months' service and
 - (iii) 4 percent 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 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 will be cashed up separately.
- (g) When an employee has had a period of leave without pay for parental leave (in accordance with the Parental Leave and Employment Protection Act 1987) or for work related objective as agreed by the employer in the 12 months preceding their position being declared surplus, the employer will calculate redundancy compensation payments on the employee's substantive annual salary for the preceding 12 months as if the leave had not occurred. For clarity where the leave is for work related objectives, this clause will be applied where the employer has agreed to its applicability prior to the taking of the period leave without pay.

10.7 Rights of Employees Declared Surplus

10.7.1 Time off to Attend Interviews

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

10.7.2 Statement of Service

The employer will supply to all surplus employees a letter of Statement of Service.

10.7.3 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 will be covered by the surplus staffing provisions of this Agreement.

10.8 Transfer, Sale and Contracting Out

(a) Introduction

In any case of restructuring, as defined in the Employment Relations Amendment Act (No2) 2004, where it is proposed that the business (or part of it) is to be sold or contracted out, the employer will notify TEU and the employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.

(b) Definitions

For the purpose of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No2) 2004. "Employer" shall mean the original employer party to this Collective Agreement

(c) NMIT recognises the serious consequences that the loss or change of employment can have on an individual employee and seeks to minimise those consequences. In the event of the sale, merger, transfer, contracting out or outsourcing of all or part of the Institute, NMIT will endeavour to ensure that employees are offered ongoing employment on no less favourable terms and conditions of employment.

(d) Where the employee's employment is being terminated by NMIT by reason of the transfer, sale or contracting out, nothing in this Agreement shall require NMIT to pay compensation for redundancy to the employee if the employee has received an offer of employment from the new employer and that new position:

- (i) is in the same capacity in which the employee was employed by NMIT;
 - (ii) is on the same or no less favourable terms and conditions of employment including any service-related and redundancy conditions and any conditions relating to superannuation under the employment being terminated;
 - (iii) treats the employee's service with NMIT as if it were continuous service with the new employer; and
 - (iv) the location of the employment is the same or if the employee is willing to accept an offer that requires relocation, the employee is granted relocation expenses as set out in clause 8.5.
- (e) Where an employee willingly accepts an alternative position with the new employer, the employee will not receive redundancy.

PART 11 UNION MATTERS

11.1 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 designations of all employees covered by this Agreement. TEU will not make such requests to the employer at intervals shorter than six months.
- (b) The employer will provide TEU with the names of new staff who become covered by this Agreement.

11.2 Deduction of Union Fees

- (a) The employer will deduct 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 remittance will be agreed between the National Secretary of TEU and the employer.

11.3 Union Meetings

- (a) The employer will allow all TEU members covered by this Agreement to attend, on paid leave, two TEU stopwork meetings (each of a maximum of two hours' duration) in each year, provided that:
 - (i) 14 days' notice of the date and time of any proposed stopwork meeting is given to the employer;
 - (ii) wherever practicable the time of the proposed stopwork meeting is set by negotiation between the employer and TEU.
- (b) The union will make arrangements with the employer to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- (c) Work will resume as soon as practicable after the meeting.

- (d) TEU will supply the employer with a list of members who attended and will advise the employer of the time the meeting finished.

11.4 Access to Premises

Official representatives of TEU will, on any reasonable terms the employer may require, be given access to NMIT's premises for the purposes of:

- (a) obtaining authority to be bargaining agent for employees covered by this Agreement;
- (b) discussing with employees for whom TEU is the bargaining agent any matters pertaining to their Employment Agreement.

11.5 Branch President

The Employer will recognise the TEU Branch Presidents as the Union representatives on site. Notice of the appointment of the presidents will be given to the employer in writing. The employer agrees to allocate 0.2 work time to the Branch President[s] to undertake their union duties."

11.6 Leave For Union Business

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

11.7 Pass-On

The parties agree that the salary increase applicable as from 3 March 2021 and 3 March 2022 will not be passed on to non-union employees for at least five (5) months after the date they become effective for TEU members.

11.8 Agreement Monitoring Committee

An Agreement Monitoring Committee will be established to deal with specific matters arising from this Agreement. This Committee will operate according to Schedule A.

PART 12 PERSONAL GRIEVANCES AND DISPUTES

PROBLEM RESOLUTION PROCESS

We can save time and help preserve our working relationship by solving our own problems as far as possible.

The following are suggestions of what you might do if you think there is a problem, and what help is available.

1. Clarify what the problem is from your point of view. Make sure there really is a problem. Check your facts and make sure you have not assumed or misunderstood something. You might discuss the apparent problem with family or friends or advisers or TEU, and find out what the law is and/or what our employment agreement says. You can:
 - (a) contact the Employment Relations Infoline call free 0800 800 863 visit the web site at www.ers.dol.govt.nz.
 - (b) get pamphlets/fact sheets from the Employment Relations Service offices.
 - (c) talk to your union, a lawyer, community law office or industrial relations consultant.

2. Talk to each other.

We should discuss the problem, either directly or through our representatives. You may bring a friend, relative or colleague or TEU representative to support you in the discussion. We should make sure that we discuss the facts so that we can clear up any assumptions or misunderstandings.

What are the next steps?

If we have not resolved the problem by talking to each other, one or both of us can do some or all of the following things:

We can contact the Employment Relations Infoline, who may provide information and/or refer us to mediation. We can participate in mediation provided by the Employment Relations Service (or we can agree to get our own mediator). If we reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, and that will bind us. We can choose to have the mediator provided by the Employment

Relations Service decide the matter for us, and if so, that decision will be binding on us.

If mediation does not resolve the problem, either or both of us can take the problem to the Employment Relations Authority for investigation. The Employment Relations Authority may direct us to mediation if it thinks that will still be useful. The Authority can investigate and make a determination about the problem. If one or both of us is/are dissatisfied with the determination of the Authority, we can take the problem to the Employment Court for a judicial hearing. (The Court may also tell us to go back and have more mediation.)

Note that if the problem is a personal grievance, then the employee must raise it with the employer within 90 days after the action complained of, or the date the employee became aware of it, unless there are exceptional circumstances. (A personal grievance may arise where an employee believes they have been unfairly treated or unjustifiably dismissed.) If the problem is about minimum entitlements under the law, the employee may ask for TEU support or a Labour Inspector to enforce their rights under minimum rights legislation, such as the Minimum Wage Act or the Holidays Act.

PART 13 HOLDING AND MARKETING ALLOWANCES

The percentage increases specified in this Agreement will apply to employees in receipt of holding allowances and the market allowance. When an increase to salaries is negotiated, the holding and market allowances will remain at their existing monetary level and will not be abated.

SCHEDULE A

THE AGREEMENT MONITORING COMMITTEE

1. Introduction

The Agreement Monitoring Committee is established in accordance with clause 11.8 of this Agreement.

2. Composition of the Committee

2.1 The committee will be composed of equal numbers; not less than two each of management representatives and two local ASMs who are covered by the Agreement and nominated by TEU.

2.2 The convenor of the committee shall be elected on an annual basis by members of the Committee. Appointments will be confirmed annually.

2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

3. Role of Committee

3.1 The functions of the committee are to:

(a) Monitor the implementation of the following specified areas within the Collective Agreement:

(i) progression to SASM and PASM

(ii) progression within the SASM grade

(iii) development of policies relating to part-time ASMs

(iv) starting salary policy

(v) exceptional workload provisions

(vi) review of Agreement Monitoring Committee developed policies.

(b) The Agreement Monitoring Committee will provide advice on issues surrounding workload, hours of work and leave, including the issue of four weeks' leave under clause 6.3.3(c).

- (c) Provide advice on any other matters referred to by the CEO. The committee does not have a role in relation to variations to this Agreement.
 - (d) During the period 3 March 2004 and 2 March 2007 develop the factors characteristic of PAsMs and through variation (as described at clause 1.4) add them to Schedule C of this collective.
- 4. Operating Guidelines
 - 4.1 The Committee will develop guidelines in relation to meeting frequency, agendas, and minutes and meeting protocol.
 - 4.2 Committee members would be expected to consult using their own protocol with their constituencies throughout the process prior to decision-making.
 - 4.3 Committee members shall genuinely seek to reach a consensus on all matters that come before the committee and to demonstrate good faith in discharging their responsibilities under the provisions of this schedule:
 - (a) For matters which pertain to the Agreement, where agreement cannot be reached, the status quo of the Agreement prevails.
 - (b) For matters where no status quo applies and agreement cannot be reached, but when an agreement within the terms of the Agreement is necessary for the proper functioning of the institution, normal prerogative prevails through matters being referred to the CEO until such time as the committee reaches agreement.
 - 4.4 Agendas and minutes of meetings will be available for interested outside parties such as the National Secretary of TEU.
 - 4.5 Advisers may be invited to attend subject to committee agreement.
 - 4.6 Local policy agreed by the committee will be promulgated through standard local procedure and subject to periodic review/amendment by the committee.
- 5. Resourcing
 - 5.1 Secretarial support and time allowances will be made available to the committee to ensure its effective operation.

- 5.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs shared with TEU.

SCHEDULE B

SALARY SCALES

TEU Academic Staff Members' Salaries						
	Annual Salary (Full-time)			Part-time Hourly Rates		
	3-Mar-20	3-Mar-21	3-Mar-22	3-Mar-20	3-Mar-21	3-Mar-22
	2.20%	1.50%	1.35%	2.20%	1.50%	1.35%
TUTORIAL ASSISTANT						
1						
2						
3	36,784	37,336	37,840	23.22	23.57	23.88
4	38,428	39,004	39,531	24.25	24.62	24.95
5	40,071	40,672	41,221	25.29	25.67	26.02
6	41,716	42,342	42,914	26.33	26.72	27.09
7	43,359	44,009	44,603	27.37	27.78	28.15
8	45,001	45,676	46,293	28.40	28.83	29.22
ACADEMIC STAFF MEMBER						
1	49,956	50,705	51,390	31.53	32.00	32.44
2	52,896	53,689	54,414	33.39	33.89	34.34
3	55,030	55,855	56,609	34.73	35.25	35.73
4	57,170	58,028	58,811	36.08	36.63	37.12
5	59,304	60,194	61,007	37.43	37.99	38.51
6	61,437	62,359	63,201	38.78	39.36	39.89
7	63,575	64,529	65,400	40.13	40.73	41.28
8	65,708	66,694	67,594	41.47	42.10	42.66
Merit Bar						
9	67,842	68,860	69,790	42.82	43.46	44.05
10	69,983	71,033	71,992	44.17	44.83	45.44
11	72,116	73,198	74,186	45.52	46.20	46.82
SENIOR ACADEMIC STAFF MEMBER						
Min	72,116	73,198	74,186	45.52	46.20	46.82
Max	81,249	82,468	83,581	51.28	52.05	52.75
PRINCIPAL ACADEMIC STAFF MEMBER						
Min	74,665	75,785	76,808	47.13	47.83	48.48
Max	94,418	95,834	97,128	59.59	60.49	61.30
The part-time hourly rates are derived by using the following calculation:						
Divide the annual salary at the same step by 1467						
(this is the notional number of duty hours in a year)						
and then divide that figure by 1.08%						

SCHEDULE C

FACTORS CHARACTERISING ASMs, SASMs AND PAsMs

These characteristics should be applied:

1. in the identification of academic staff positions
2. during probationary period
3. for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

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 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 the ASM 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 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 polytechnic/profession e.g. research, consultancy, publication.

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

PASM Characteristics

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

Principal Academic Staff Members:

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

Explanation of holistic


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

SIGNATORIES

The Chief Executive Officer of the Nelson Marlborough Institute of Technology and TEU undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed: 
Chief Executive Officer

Date: 05/10/21

Signed: 
Irena Brorens
Assistant National Secretary Industrial
For and on behalf of the Tertiary Education Union
Te Hautū Kahurangi o Aotearoa

Date: 1 October 2021