



Te Wānanga
o Aotearoa

COLLECTIVE AGREEMENT



TEU | TE HAUTŪ
KAHURANGI
TERTIARY EDUCATION UNION

1 January 2021 to 31 December 2022

CONTENTS

PART 1 COVERAGE OF AGREEMENT	5
1.1 Parties to this Agreement	5
1.2 Coverage of the Agreement	5
1.3 Application of Coverage	5
1.4 Term of the Agreement	5
1.5 Variation of Agreement	6
1.6 Application of Provisions	6
1.7 Savings	6
1.8 Application of Agreement	6
PART 2 INTERPRETATION AND GENERAL DEFINITIONS	7
2.1 A Tenured (Permanent) Employee	7
2.2 A Non-Tenured Employee	7
2.3 A Part-time Employee	7
2.4 Duties of Academic Staff	7
2.5 Additional Legislation and Prior Acts	7
2.6 Remuneration	8
PART 3 TERMS OF APPOINTMENT	9
3.1 New Appointments	9
3.2 Fixed Term Appointment	9
3.3 Deductions from Wages/Salaries and/or Final Pay	9
3.4 Termination of Employment	9
3.5 Employee's Obligations on Termination	10
3.6 Medical Incapacity	10
3.7 Abandonment of Employment	10
3.8 Confidentiality	11
3.9 Copyright and Intellectual Property	11
3.10 Code of Conduct, Policies and Procedures	12
3.11 Media and Public Relations	12
3.12 Disciplinary Procedures for Employees	12
3.13 Delegated Authorities	13
3.14 Academic Freedom	13
3.15 Flexible Work Arrangements	13
3.16 Privacy	13
PART 4 REMUNERATION AND PROGRESSION	15
4.1 Remuneration negotiations	15
4.2 Salary Reviews	15
4.3 Promotion	16
4.4 Rates of Pay	16
4.5 Acting in a Higher Position	16
4.6 Payment of Salaries	17
4.7 Market Allowance	17
4.8 Salary Increment	17
PART 5 ALLOWANCES, EXPENSES, AND GRANTS	18
5.1 Expense Claims, Reimbursements	18

2

Te Wānanga o Aotearoa / TEU Te Hautū Kahurangi o Aotearoa Collective Agreement 1 January 2021 to 31 December 2022.

Initial...  . TWOA

Initial...  TEU

5.2	Travel Expenses.....	18
5.3	Private Motor Vehicle Expenses.....	18
5.4	Relocation Expenses.....	19
5.5	Temporary Relocation of Employees.....	19
5.6	Group Life Insurance Plan.....	19
5.7	Primary Carer Grant.....	19
5.8	Health Insurance.....	20
PART 6 HOURS AND DAYS OF WORK.....		21
6.1	General Overview.....	21
6.2	Hours and Days of Work.....	21
6.3	Time in lieu – TIL.....	22
6.4	Meal Intervals and Rest Periods.....	22
PART 7 PROFESSIONAL DEVELOPMENT.....		23
7.1	Reciprocal Commitment.....	23
7.2	Induction Training.....	23
7.3	Training and Professional Development.....	23
7.4	Research Time.....	24
7.5	Training/Course Tuition Fees.....	24
PART 8 LEAVE.....		26
8.1	Annual Holidays.....	26
8.2	Public Holidays.....	27
8.3	Sick Leave and Bereavement (Tangihanga) Leave.....	28
8.4	Absence through Injury.....	30
8.5	Jury Service/Court Leave.....	31
8.6	Compassionate Leave.....	31
8.7	Sport and Cultural Leave.....	31
8.8	Long Service Leave.....	31
8.9	Miscellaneous Leave.....	31
8.10	Leave for Approved Statutory Authorities.....	32
8.11	Union Allocated Employment Relations Education Leave.....	32
8.12	Leave for Union Business.....	32
8.13	Branch President.....	32
8.14	Parental Leave.....	32
8.15	Family Violence.....	32
PART 9 HEALTH AND SAFETY PROVISIONS.....		34
9.1	The Employer’s Responsibilities.....	34
9.2	The Employee’s Responsibilities.....	34
9.3	Personal Protective Equipment (PPE), Safety and Medical Equipment and/or Aids.....	34
9.4	Accident Recording and Reporting.....	35
9.5	Accident Investigation.....	35
9.6	Employee Notification Prior to an Incident or Accident.....	35
9.7	Smoke Free.....	35
9.8	Immunisations.....	35
PART 10 EMPLOYMENT RELATIONSHIP PROBLEMS.....		36

10.1	Procedures for the Settlement of Employment Relationship Problems and Disputes.....	36
10.2	Disputes and Personal Grievances	36
PART 11 ORGANISATIONAL CHANGE AND EMPLOYEE PROTECTION.....		38
11.1	Consultation	38
11.2	Employment Options	39
11.3	Employment Protection Provision	39
11.4	Redundancy.....	39
PART 12 UNION MATTERS		41
12.1	Union Recognition.....	41
12.2	Right of Entry.....	41
12.3	Union Fees.....	41
12.4	Meetings	41
PART 13 SIGNATORIES.....		42
SCHEDULE 1.....		43
Te Kaupapa o Te Wānanga o Aotearoa		43
SCHEDULE 2.....		44
Appendix 1		46
Current Salary Scale and Ranges.....		46
Appendix 2		49

PART 1 COVERAGE OF AGREEMENT

1.1 Parties to this Agreement

This Agreement is entered into by:

The Te Taiurungi/Chief Executive Officer of Te Wānanga o Aotearoa, ("TWOA" or "the employer"); and

The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa, ("TEU" or "the union"); or other such name that TEU shall translate to in the event of a merger with other union(s).

1.2 Coverage of the Agreement

1.2.1 This Collective Agreement shall cover all permanent and fixed term (fulltime and part-time) employees who are, or become members of TEU, and who are employed by TWOA, in teaching or non-teaching positions, or as early childhood staff.

1.2.2 Exemptions

This Agreement shall not apply to the following positions:

- Te Taiurungi and his direct reports;
- Ngā Tumu (Executive Directors);
- Positions within the Kiriwhanake uepū structure;
- Manager Educational Delivery (MED); and Kaiako Matua (Dynaspeak);
- Casual employees
- Leadership positions from Level 6-12 on the salary scale/structure;

1.3 Application of Coverage

1.3.1 When a person is appointed to a position where the work to be done comes within the coverage clause of this Collective Agreement, the employer will advise the employee that:

- (a) This Collective Agreement exists and it covers the work to be done by the employee; and
- (b) They may join TEU, give the employee a membership pack as provided by the union, and inform TEU how to contact the employee; and
- (c) If the employee joins TEU, the employee will be bound by this Collective Agreement.

1.3.2 If the employee agrees, the employer will inform TEU as soon as practicable that the employee has entered into an Individual Employment Agreement with the employer.

1.4 Term of the Agreement

This agreement will come into effect from 1 January 2021 and expire on 31 December 2022.

1.5 Variation of Agreement

The employer and the union party to this Agreement may agree to vary any or all of its provisions during its term, subject to the union's ratification processes. Any agreed variations must be recorded in writing and signed by the parties affected.

1.6 Application of Provisions

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

1.7 Savings

Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment (including hours of work) applying to any employees covered under this Agreement at the date of its commencement.

1.8 Application of Agreement

1.8.1 All prior Agreements, whether verbal or written, implied or otherwise, are deemed null and void. No prior or concurrent term, representation, undertaking or statement by the employer not expressly included in this Agreement shall be binding on the employer, excepting any mutually agreed personal to holder variations, and/or any pre-existing accrued service entitlements, which shall continue in force.

1.8.2 Any matter inadvertently omitted from this Agreement shall be the subject of further negotiations of that matter between the parties.

PART 2 INTERPRETATION AND GENERAL DEFINITIONS

The following definitions shall apply to this Agreement:

2.1 A Tenured (Permanent) Employee

Is a fulltime or part-time employee working on a continuing basis and with no notified end date of tenure.

2.2 A Non-Tenured Employee

Is an employee without expectation of ongoing employment. They may be employed as a fulltime or part-time employee employed in accordance with s66 of the Employment Relations Act 2000 for a fixed term duration where the duration and reason for the fixed term shall be set out in the employee's letter of appointment.

2.3 A Part-time Employee

Is an employee whose hours of work are usually less than the full-time hours as defined in clause 6.2 (Hours and Days of Work).

2.4 Duties of Academic Staff

Duties of academic staff may include classroom, offsite and distance learning activities and teaching, research for Kaimahi teaching degree courses and associated administration requirements; and shall include marketing activities.

2.5 Additional Legislation and Prior Acts

This Collective shall have reference where appropriate, to current legislation affecting the NZ employment environment, and where appropriate, to past legislation where specific clauses have carried forward and which still influence the employment conditions of some former state servants.

The employer acknowledges the requirement to comply with existing legislation, and where appropriate through the life of this Agreement, to any amendments to existing Acts, or to the requirements of new legislation which may be enacted through the life of this Agreement; and

The employer will not contract out of any legislative provisions to the detriment of its employees.

Legislation affecting this Agreement includes but is not limited to the:

- Employment Relations Act 2000
- Health and Safety at Work Act 2015
- Parental Leave and Employment Act 1987
- Accident Compensation Act 2001
- State Sector Act 2018
- Minimum Wages Act 1983
- Holidays Act 2003



- Privacy Act 2020

2.6 Remuneration

The total remuneration available whilst employed at TWOA includes:

- (a) Taxable Salary (paid fortnightly);
- (b) Superannuation contribution paid by the employer (if applicable);
- (c) Taxable bonuses that may periodically be paid; and
- (d) Taxable allowances paid as a result of being employed at TWOA.

PART 3 TERMS OF APPOINTMENT

3.1 New Appointments

- 3.1.1 Newly appointed employees will be provided with support, guidance, mentoring and induction in relation to their role.
- 3.1.2 The expectations of a new employee will reflect the employee's requirements for training and familiarisation with their role.

3.2 Fixed Term Appointment

- 3.2.1 Fixed term appointments shall be undertaken in accordance with the provisions of section 66 of the Employment Relations Act 2000.
- 3.2.2 In determining the length of a fixed term of employment, the employer will ensure that consideration is given to training, preparation, development and administration requirements associated with the duties required for the period of employment.

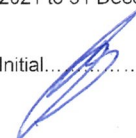
3.3 Deductions from Wages/Salaries and/or Final Pay

In accordance with the Wages Protection Act, deductions may be made from an employee's wages/salary and/or final pay in the following circumstances:

- (a) Where applicable, for time lost by sickness, accident or an employee's default and, for leave without pay which has been agreed between the employer and employee;
- (b) By agreement between the employer and an employee;
- (c) As otherwise provided by this Agreement and policies of the employer;
- (d) From final pay for any unreturned clothing, equipment, or any other property, or any debt (reasonably) believed by the employer to be owing to the employer, whatsoever it may be;
- (e) In the event of an overpayment of wages, the employer may recover the amount of overpayment provided an employee is given written notification of the intention to recover the overpayment. Any amount and period of repayment will be agreed with the employee. The employer and employee will not unreasonably withhold their agreement.

3.4 Termination of Employment

- 3.4.1 The employer or the employee shall give four weeks' notice of termination of employment. Where the employment is terminated without the requisite notice, four weeks wages/salary shall be paid or forfeited by the defaulting party.
- 3.4.2 The employer reserves the right to make payment in lieu of notice for all or part of the notice period.
- 3.4.3 The period of notice in either case shall be exclusive of any annual holiday entitlement specified in this Agreement, unless otherwise agreed between the employer and employee.



3.4.4 On termination of employment an employee shall, on their request, be provided within seven days thereafter, with a certificate of service signed by the employer.

3.4.5 In the case of serious misconduct, the employer may dismiss an employee without notice.

3.5 Employee's Obligations on Termination

An employee, on termination of their employment with the employer, for any reason whatsoever, shall:

- (a) On or before the final day of employment:
 - (i) Return all property belonging to the employer;
 - (ii) Deliver to the employer any records or other documents belonging to the employer in their possession;
 - (iii) Settle with the employer any debts they owe to TWoA; and
- (b) Complete a Termination of Employment Leaving Form.

3.6 Medical Incapacity

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

- (a) Consult with the employee. The employee is entitled to bring a union representative and/or other support person to any such meeting.
- (b) If appropriate to the situation, for example where health and safety of the employee or others in the workplace is an issue, the employer may request the employee to undergo a medical examination, at the employer's expense, by a registered medical practitioner nominated by the employee, or if the employer wishes, two registered medical practitioners, one nominated by the employer, and the other by the employee. In either case, the employer will meet expenses incurred.
- (c) Take into account any report and/or recommendation made available as a result of the medical examination(s), or any other medical reports and/or recommendations, which are provided by the employee, and apply one, or a combination of the following options:
 - (i) No further action under this clause.
 - (ii) Redeployment.
 - (iii) Part-time employment.
 - (iv) Terminate employment giving appropriate notice.

3.7 Abandonment of Employment

Where an employee is absent from work for more than three consecutive working days without notification to or consent of the employer, or without good cause, they shall be deemed to have terminated their employment without notice. Provided that it shall be the duty of the employer to make reasonable attempts to contact the employee during this period before declaring the employment abandoned.



3.8 Confidentiality

- 3.8.1 An employee shall not at any time, or for any reason, use, publish or disclose to any person any confidential information/knowledge relating to the employer, including (but not limited to) financial affairs, business information, or specialised TWA knowledge or practices, except so far as may be reasonably necessary for the employee to fulfil their legitimate duties for the employer.
- 3.8.2 Except in the course of carrying out an employee's legitimate duties for the employer, confidential information must not be removed from the employer's premises; transmitted or copied to any medium, including but not limited to, email, photocopy, scan, or transfer to computer disc; or in any way used for the personal benefit of an employee.
- 3.8.3 For the purposes of this clause, confidential information means information not available in the public domain that relates to the employer's:
- (a) Administration and financial data;
 - (b) Client/staff/student lists and details;
 - (c) Promotions and marketing information;
 - (d) Project details; and
 - (e) Organisation specific processes, software and forms.
- 3.8.4 Notwithstanding the above, the employer recognises, under the provisions of section 161 of the Education Act 1989, the right of academic employees to exercise their academic freedom. Refer clause 3.14 'Academic Freedom'.

3.9 Copyright and Intellectual Property

- 3.9.1 Unless otherwise agreed by the employer and employee in writing, except as described in subclause 3.9.5, all work produced by an employee in the performance of duties under this Agreement, shall be the sole and exclusive property of the employer, and the employer shall be entitled to any copyright or merchandising rights in, or arising from such work. The employee shall not remove any such work or copies thereof, from the premises of the employer, except for normal business purposes or with the express consent of the employer.
- 3.9.2 Unless otherwise agreed by the employer and employee in writing, any original work, process, design, programme or other material produced or to be published by the employee and arising from the employment with the employer, such shall remain the property of the employer, and the employer shall have full rights to such work, process, design or other material whether those rights are exercised in any form or not during an employee's employment, or following cessation of employment.
- 3.9.3 Any agreement between the employee and the employer under subclauses 3.9.1 and 3.9.2 will describe the obligations of the parties, and the division of any income and expenditure.
- 3.9.4 For journal articles and books, works of art and music, the editing rights to such work will remain with the author(s), unless otherwise agreed between the employer and the employee, preferably in writing.

3.9.5 When an employee uses intellectual and cultural property in the course of their employment that belongs to their whānau, hapū or iwi, the intellectual and cultural property rights remain with that whānau, hapū or iwi. The use of intellectual and cultural property as described in this paragraph does not automatically constitute a transfer of ownership to TWoA.

3.10 Code of Conduct, Policies and Procedures

3.10.1 An employee shall be bound by, and adhere to:

- (a) Te Kaupapa o Te Wānanga o Aotearoa, me Ngā Āhukatanga Katoa (included as Schedule 1 to this Agreement); and
- (b) The employer's code of conduct and policies and procedures.

3.10.2 Various policies and procedures may be developed for the effective and safe operation of the employer's business and for the welfare and interests of the employees, students and visitors. An employee must comply with such particular policies and procedures of which they were informed. The employer may amend such policies and procedures from time to time as operational requirements dictate and shall distribute such to all stakeholders, allowing adequate opportunity for comment prior to implementation. The employer shall ensure that an employee is given appropriate notice of any policy alterations.

3.10.3 Examples of such policies and procedures, may include but are not limited to a visitor's policy, smoking policy, safety rules, security practices, cultural protocols, uniform requirements and rules regarding proper conduct towards fellow employees, the employer and the employer's clients and students.

3.11 Media and Public Relations

3.11.1 An employee is not authorised to speak to the media on behalf of the employer. Any enquiries from the media concerning the employer or the organisation are to be referred without comment to the employer.

3.11.2 Aside from an employee's obligation to diligently and appropriately represent the employer in the course of his or her legitimate duties, an employee must not represent, or attempt to represent, the employer beyond this general capacity, unless expressly authorised by the employer.

3.12 Disciplinary Procedures for Employees

3.12.1 The parties acknowledge that the employer has a responsibility, and a right, to address concerns in a responsible and fair manner as quickly as possible. A distinction shall be drawn between competence concerns and concerns about the conduct of the employee. In any action following a concern about an employee, the principles of natural justice shall apply.

These include, but are not limited to:

- (a) Advising the employee in writing of the specific problem;
- (b) The likely consequences;
- (c) Giving the employee a reasonable opportunity to respond;

- (d) Enabling the employee to bring a representative (union or otherwise) or other support person to any such meeting convened to address the matter.
- 3.12.2 Unless a matter is so serious as to warrant summary dismissal, an employee is entitled to be warned about disciplinary breaches and told of the manner in which their performance or conduct must improve.
- 3.12.3 The employer will in all cases confirm formal warnings in writing.
- 3.12.4 **Suspension**
The employer may deem it appropriate that an employee not remain at work while the matter of concern is investigated/addressed. In such instance, the employee will be notified as to why the employer believes suspension is necessary and be given the opportunity to comment. Where the employer and employee disagree, the employer reserves the right to direct that the employee not remain at work while the matter of concern is being investigated/addressed. Suspension will be on full pay provided that the employee is available to meet with the employer as reasonably required.

3.13 Delegated Authorities

An employee shall not enter into any commitment or incur any liability on behalf of the employer, except with the prior consent of the employer and/or pursuant to and in accordance with any delegation given to the employee by the employer. Employees shall not exceed the delegations for that role they occupy.

3.14 Academic Freedom

- 3.14.1 Pursuant to section 161 of the Education Act 1989, all academic 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.
- 3.14.2 Academic freedom must be exercised in a professional, timely and lawful manner that shows respect for the opinion of others and recognises TWA's statutory requirement to account for the proper use of resources.

3.15 Flexible Work Arrangements

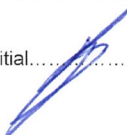
The parties agree that flexible work arrangements are an important factor in equitable workplaces as well as contributing to the desirable goal of good work life balance.

3.16 Privacy

Notwithstanding the requirements in the TWA Privacy Policy, TWA may collect and retain personal information relating to the employee's employment directly, from the employee or any third party.

Under the Privacy Act 2020 or any subsequent Privacy legislation, the employee has rights and obligations and in particular rights of access to, and correction of,

Initial...  TWA


Initial...  TEU

personal information (except insofar as it relates to any exemption provided by the Act).

TWOA may from time to time, share personal information about the employee (incl their duties & salary details) with third parties. This is for any directly related purposes in connection with your employment for which the information was obtained. The employee's personal information will at all times be treated strictly confidentially and in accordance with the Privacy Act 2020 or any subsequent Privacy legislation.

TWOA may transfer personal information about the employee to third parties to increase efficiencies in its human resources systems and/or for other operational purposes.

Initial...  TWOA

Initial...  TEU


PART 4 REMUNERATION AND PROGRESSION

4.1 Remuneration negotiations

- (a) Any agreed increase shall be calculated to take effect from the first pay period in the new year providing that the negotiations have been concluded and ratified by both parties by 01 December of the preceding year. In the event the negotiations have not been concluded and ratified by 01 December of the preceding year, then the increase shall be paid, with back pay as appropriate, as soon as is practicable in the new year, and after ratification by both parties has been confirmed.
- (b) Any increase in Total Personal Remuneration (salary and/or bonus) will apply to TEU members employed by TWoA on the date of ratification of the agreement with the exception of those members who received an increase in Total Personal Remuneration under the coverage of an Individual Employment Agreement within the 12 month period prior to becoming a TEU member. These members shall be eligible to receive any TEU negotiated collective increase LESS the total increase (including any bonus paid calculated as a % of remuneration added to any % increase applied to the base salary) already provided as an employee covered on an Individual Employment Agreement. Where the individual remuneration increase exceeds the TEU negotiated increase the employee shall receive no further increase in Total Personal Remuneration for the period.

4.2 Salary Reviews

- 4.2.1 Any employee's salary movement will be subject to satisfactorily achieving published criteria.
- 4.2.2 An employee will have the right to appeal the employer's determination.
- 4.2.3 Remuneration will be determined by TWoA for each employee by taking into account the following factors:
- (a) internal relativities;
 - (b) the relevant skills, qualifications, and experience of the employee;
 - (c) the ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position;
 - (d) performance of the employee in their role; and
 - (e) job size.
- 4.2.4 A joint TEU / Employer working party will continue meeting to consider equity issues and review the exceptional performance process. The working party to continue meeting in 2022 with an agreed completion date of the relevant work being three (3) months from date of ratification. The identified equity issues include:-
- equity salary adjustments in relation to the role of kaiawhina;
 - historical inequity for 'longer serving' kaimahi on lower rates in comparison to 'more recently appointed' kaimahi;



- A review of the placement and progression within the Kaiako Practitioner frame work relative to qualifications held, in particular kaimahi employed on the B.Ed He Korowai Ākonga programme
- The review of the exceptional performance process is to clarify definitions, processes, the name 'exceptional performance' amongst what is agreed is a timely review of the process after three years since inception.

4.3 Promotion

Should an internal applicant have the same competencies as an external applicant, the internal applicant will have preference of appointment.

4.4 Rates of Pay

4.4.1 The minimum rates of pay are set out in Schedule 2.

4.4.2 Salaries for employees engaged on less than a fulltime basis shall be paid, using the following calculation:

Fulltime salary rate x the predetermined proportion of a fulltime position as specified in their letter of appointment that may be represented as an hourly rate.

4.5 Acting in a Higher Position

4.5.1 The employer will pay a Higher Duties Allowance to an employee who agrees to, and undertakes, the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position. A minimum qualifying period of three weeks shall apply. Payment at a lesser rate shall be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position.

4.5.2 The Higher Duties Allowance will be calculated by taking the difference between the salary of the employee acting in the position, and the salary that the employee would receive if appointed to the higher position. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities bear to the whole of the higher duties and responsibilities.

4.5.3 Unless otherwise agreed by the employer, all Assistant and Deputy roles are excluded from the provisions of clause 4.5.

4.5.4 Where an employee is promoted to a position that they have immediately undertaken full duties and responsibilities for, and paid a higher duties allowance for, then the appointment to that position will recognise any service related entitlements to the date the higher duties were taken up.

4.5.5 Clause 4.5 shall not apply to a fixed term employee.

4.6 Payment of Salaries

Employees shall be paid fortnightly by direct credit to a bank account or joint account, standing in the name of the employee no later than Thursday on the week of payment. When a public holiday falls on a payday, remuneration shall occur on the previous business day.

4.7 Market Allowance

4.7.1 Where there is difficulty in recruiting or retaining specific skills and/or experience required for the position, the employer may pay a market allowance on a fixed term or ongoing basis.

4.7.2 Any such provision for this allowance will be recorded in writing, and where applicable may be:

- (a) Reviewed as agreed; or
- (b) Either wholly or partially abated by any subsequent salary increase; or
- (c) Discontinued after giving an agreed notice period of not less than two months.

4.8 Salary Increment

4.8.1 All TEU members employed at TWoA as at date of ratification 2022 shall receive a lump sum payment equivalent to 0.5% of paid and printed rates as at 1 June 2021. All TEU members employed at TWoA as at 1 January 2022 shall receive a further 1% increase on all paid and printed rates as from 1 January 2022.

4.8.2 Increments

All members will move one step after each year of service on their personal anniversary date, until reaching the mid-point of their grade. Once at the mid-point of their grade is reached, movement to subsequent steps will be on merit. A double or accelerated increment may be approved by TWoA for performance, ensuring internal relativity or retention.

PART 5 ALLOWANCES, EXPENSES, AND GRANTS

5.1 Expense Claims, Reimbursements

- 5.1.1 To avoid any unnecessary problems, disappointment, or delay in payment, an employee, unless otherwise agreed by TWoA management, must seek prior approval for any expenses likely to be incurred in the performance of their duties.
- 5.1.2 Each claim is assessed on its merits, including such matters as: necessity; actual cost; TWoA budget requirements; whether it is fair and reasonable; other TWoA available resources; specific circumstances.
- 5.1.3 It is a requirement that all claims will be evidenced/supported by an official receipt or account prior to payment.
- 5.1.4 The employer may reimburse an employee for:
- (a) Subscriptions to professional associations where membership is mandatory for work purposes.
 - (b) Other actual, reasonable and work related expenses that are in accordance with TWoA policy.

5.2 Travel Expenses

- 5.2.1 All travel arrangements must be booked through TWoA.
- 5.2.2 An employee required to travel overseas on official TWoA business shall be funded for approved actual and reasonable travel, accommodation, meal and incidental expenses.

5.3 Private Motor Vehicle Expenses

- 5.3.1 Where an employee requires a vehicle to travel to conduct TWoA business, they shall endeavour to use an employer owned, hired or supplied vehicle in the first instance.
- 5.3.2 Where an employer vehicle is unavailable, an employee, with the prior approval of the employer, may use their private vehicle. Upon the production of agreed evidence, the employee will be reimbursed at an all-inclusive rate published by the Inland Revenue Department.
- 5.3.3 In all instances, the private vehicle used must be registered, have a current warrant of fitness, and preferably be fully insured.
- 5.3.4 In all instances, an employee shall observe the employer's Vehicle Policy where applicable, for example, the employee must hold a current and appropriate Driver's Licence.

5.4 Relocation Expenses

Subject to TWoA policy, where, at the employer's request, an employee's normal place of work is moved to a location out of the province, temporarily or otherwise, the employer may meet the employee's reasonable relocation expenses, either in full or in part. As a part of the relocation process, discussion between the employer and employee, prior to any relocation, will include matters relating to any additional costs the employee will or may incur as a result of the relocation, with the aim of reaching mutual agreement as to if, when, and how any agreed relocation expenses are to be paid.

5.5 Temporary Relocation of Employees

Where, in special circumstances, e.g. rebuilding of TWoA an employee's work location is temporarily relocated, the employee may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport rates.

5.6 Group Life Insurance Plan

5.6.1 Subject to TWoA policy, the employer will make available to permanent employees Death Insurance cover under a group plan at a minimum of \$60,000. An employee's eligibility shall be conditional upon the employee being:

- (i) Employed for not less than 0.5 of fulltime hours, and
- (ii) Be less than 70 years of age, and
- (iii) Must satisfy the insurer's terms and conditions.

(a) Where a permanent employee is:

- (i) Employed for less than 0.5 of fulltime hours, and/or
- (ii) Over the age of 70 years,

The employer will, in the event of the employee's death, pay a grant to the estate of the deceased employee using the following formula:

- (i) \$500.00 lump sum; plus
- (ii) \$100.00 for each completed 12 months of current continuous employment with TWoA.

5.6.2 TEU will be consulted on any changes to coverage under this Group Life Insurance Plan.

Once the review process is completed for the Group Life Insurance scheme in 2022, the parties agree to meet and discuss the outcome and what the implications are for the current provision for members (as per 5.6.1).

5.6.3 Clause 5.6 shall not apply to a fixed term employee.

5.7 Primary Carer Grant

5.7.1 TWoA acknowledges the importance of family and will support all employees who become the primary carer of a child as defined by section 7 of the Parental Leave and Employment Protection Act. The following criteria apply:

- (a) The employee applying for the grant must be the person taking permanent primary responsibility for the care, development and upbringing of a child who is under the age of six.
- (b) The grant will only be paid to a spouse or partner who becomes a primary carer if they succeed to more than 50% of the main carer's entitlement.
- (c) An employee shall be entitled to a grant equivalent to six (6) weeks' pay calculated at the employee's ordinary rate of pay, applicable at the date of becoming the primary carer.
- (d) One grant is payable per child.
- (e) The employee is required to provide the Certificate of Birth or evidence of an approved adoption placement [includes tamaiti whangai] as proof of entitlement to the employer Primary carer Grant.
- (f) The grant must be applied for within 12 months of the individual becoming the primary carer
- (g) This grant entitlement is in addition to any entitlements under the Parental Leave and Employment Protection Act 1987.

5.7.2 Clause 5.7 shall not apply to a fixed term employee.

5.8 Health Insurance

Subject to TWoA Policy the employer will make available to permanent employees employed for not less than 18.75 hours per week and pay for, a group health insurance scheme. The scheme will be subject to the insurer's terms and conditions. This clause shall not apply to a fixed term employee.

PART 6 HOURS AND DAYS OF WORK

6.1 General Overview

- 6.1.1 TWA programmes and courses encompass the breadth and depth relevant to learner and community needs, with flexible delivery modes as necessary to ensure accessibility. For that reason, flexibility in an employee's hours and days of work may be necessary depending on the position held, and/or the nature of the programme/course that an employee is engaged to teach/support, for example weekend programmes on Marae; sports programmes; the Waka itinerary.
- 6.1.2 Changes in an employee's deployment, either in the area of teaching, method of delivery, or other allocated duties should be made in consultation with the employee.
- 6.1.3 For Academic Teaching Positions: Contact hours may also vary dependent on the requirements of the position, and the nature of the programme course being taught/delivered. Considerations will include:
- (a) Meeting the objectives of the role responsibilities;
 - (b) How prescriptive the course content is;
 - (c) The repetitive nature of the programme under instruction;
 - (d) NZQA requirements;
 - (e) Number of students enrolled
- 6.1.4 For all positions the allocation of workload will take into account peak work periods.

6.2 Hours and Days of Work

- 6.2.1 The ordinary hours of work are:
- (a) **For general/allied employees:** between the hours of 7:30am and 9:00pm, Monday to Sunday inclusive, and for a total of no more than 37.5 hours each week.
 - (b) **For academic employees:** between the hours of 7.30 a.m. and 9.00 p.m. Monday to Sunday inclusive, and for a total of no more than 37.5 hours per week.
 - (c) **For fulltime early childhood centre staff:** the ordinary hours of work shall be eight hours per day, 40 hours per week, Monday to Friday to be worked between the hours of 7.30 a.m. and 6.00 p.m.
- 6.2.2 An individual employee's normal hours and days of work will be advised and confirmed in writing by the employer on appointment.
- 6.2.3 Wherever practicable, all employees, except casuals, shall have regular stated hours and days as rostered/advised and or as agreed. These may be varied with the agreement of the employer and employee and will be confirmed in writing. Agreement shall not be unreasonably withheld. In special circumstances an employee may be required to vary their starting and/or finishing times temporarily due to the needs of the organisation. The employer shall take into account childcare responsibilities when making such requests.



- 6.2.4 For a rostered employee, the hours and days of work may vary as required to meet the operational needs of the organisation, in which case the employer will, where practicable, give 14 days' notice of any change to the employee's rostered hours and days of work.

Employees who are required to support and/or attend Noho as a regular part of the delivery of a course or courses shall agree with their managers when their two day break shall be taken. The two day break recognises all employees shall be entitled to two consecutive days off in every seven. The two days are not time in lieu.

- 6.2.5 For a fulltime employee, it is expected that their normal hours of work will be worked on any five consecutive days.

6.2.6 Noho Sleep Over Payments

Employees who are required to sleep overnight at noho delivering education programmes to tauira, shall be paid \$125.00 (gross) for each completed night. This payment will need to be approved in advance in writing by the line manager at the time the noho application is submitted.

This allowance is in addition to any other entitlements.

6.3 Time in lieu - TIL

Where an employee works additional hours for purposes other than their regular duties, the employer may grant time off in lieu on an "hour for hour" basis. The employer and employee shall, prior to the working of such additional hours, mutually agree whether time off in lieu shall apply, and when any such TIL will be taken. Wherever practicable, authorised time in lieu is to be taken within one month following its accrual. Except where otherwise agreed between the employer and employee, and recorded in writing, the maximum accrual of TIL is 40 hours at any one time.

6.4 Meal Intervals and Rest Periods

- 6.4.1 Where practicable, an employee will be allowed a paid rest break of 10 minutes at or before the completion of each four hour work period. An employee shall be allowed an interval of not less than half an hour for an unpaid meal break provided work continues beyond five hours, except where otherwise agreed between the employer and employee.

- 6.4.2 The timing of rest periods and meal breaks may be varied or staggered by the employer to allow the business of the employer to continue with the least disruption.

- 6.4.3 The employer, where practicable, shall supply hot water, tea, coffee, milo, milk and sugar for the employees' meal times and rest periods.

PART 7 PROFESSIONAL DEVELOPMENT

7.1 Reciprocal Commitment

An employee and the employer agree to maintain the employee's skills and competencies, in the employee's work areas, and profession.

7.2 Induction Training

7.2.1 The employer will provide position related induction training for all new employees that outlines:

- (a) TWA's culture and history.
- (b) TWA's Charter, Mission, Vision and Principles.
- (c) The terms and conditions of employment.
- (d) Health and safety in the workplace.
- (e) A site tour.
- (f) Policy and procedures.

7.2.2 New employees will be required to attend this training.

7.3 Training and Professional Development

7.3.1 Professional development time/activities shall be subject to:

- (a) The employer agreeing to the Professional Development plan, with such approval not being unreasonably withheld;
- (b) The timing of the activities being set with due regard to TWA's operational requirements;
- (c) Reasonable notice being given of the proposed activity;
- (d) Consideration of the employee's workload during their absence.

7.3.2 From time to time, the employer may approve an employee attending a short course, seminar, conference, professional development or training related to their work area or profession.

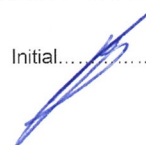
7.3.3 In such instance, the employer will meet actual and reasonable costs associated with the training or professional development.

7.3.4 If required to undertake such training or professional development in non-scheduled days or time, the employer and employee will discuss how this may be addressed and will grant time in lieu where appropriate.

7.3.5 In each year, employees may be allocated up to 10 days for professional development activities that may include study time. The employer at their discretion may approve further professional development time.

7.3.6 Minimum Qualifications Requirements

- (a) Both parties recognise the essential requirement that all employees must have the necessary qualifications to meet the minimum requirements of the role.



- (b) Professional development provided to employees to obtain minimum qualifications will take precedence over any other professional development provided by the employer.
- (c) Where existing employees do not have all the minimum qualifications in order to teach TWOA programmes, the employer:
 - i. will provide the employee with information on the minimum qualification requirements for their position; and
 - ii. will agree a professional development plan with the employee so that the employee is able to obtain the minimum requirement qualifications within an agreed time frame.
- (d) In the event that an employee has been unable to complete the minimum qualifications requirements within the agreed timeframe, the parties will meet to assess the reasons as to why the minimum qualifications have not been met and at the employer's discretion:
 - i. the employer may agree to a further extension and alter the plan; or
 - ii. if not satisfied with the reasons provided, formal action may be taken under clause 3.12.

7.3.7 In addition, the employer recognises the unique and important role that tribal hui or other significant hui play in the personal and professional development of employees. In recognising this, the employer will give due consideration to applications by employees to attend these hui and may agree to paid or unpaid leave in order to do so.

7.3.8 **NOTE:** For the avoidance of doubt, the "Professional Development" provisions of clause 7.3 shall not apply to a fixed term employee.

7.4 Research Time

An employee, who is teaching on a TWoA degree programme that includes a provision for research in its accreditation document, will be allocated research time according to their approved research proposal.

7.5 Training/Course Tuition Fees

7.5.1 An employee who is studying as approved under clause 7.3.5, up to bachelor's degree level can for each 12 month period of current continuous employment apply for reimbursement of up to \$1,400.00 for tuition fees for successfully completing employer approved paper(s)/course(s) during that period.

7.5.2 For an employee studying for post-graduate qualifications the employer may reimburse the employee for tuition fees up to a maximum of \$3,800.00 per annum for each successfully completed paper/course in the 12 month period. For a person completing a thesis, reimbursement will be to an amount agreed between the employer and employee prior to enrolment.

7.5.3 Where an employee attends compulsory training, they shall be paid their normal daily rate of remuneration for each training day, and any time spent in excess of this, either at the training venue or in accommodation provided for overnight stay, will be considered unpaid time.

Initial...  TWOA

Initial...  TEU

- 7.5.4 The employer and employee may agree to other training arrangements. Where applicable, the details of any agreed arrangement will be recorded in writing and signed by the employee and employer.
- 7.5.5 Other fees and the purchase of books and instruments are the responsibility of the employee.
- 7.5.6 Clause 7.5 shall not apply to a fixed term employee.

PART 8 LEAVE

8.1 Annual Holidays

8.1.1 Annual Holidays Entitlement

- (a) Annual leave shall accrue to the employee throughout the year.
- (b) An employee shall, upon the completion of each year of current continuous service, be entitled to have used the greater of:
 - (i) Four weeks annual holidays; or
 - (ii) The entitlement as otherwise provided under this Agreement, or under the Holidays Act 2003, or its successors.
- (c) Upon the completion of five years' current continuous service with the employer, an employee shall be entitled to accrue a fifth week of annual leave per year. The fifth week of leave is provided by the employer and is in addition to the annual leave provided under the Holidays Act 2003. TEU members shall be entitled to an additional three (3) days annual leave, referred to as Enhanced Annual Leave, over their normal entitlement in the calendar year during the Christmas shutdown.
- (d) TEU members shall be entitled to an additional three (3) days annual leave, referred to as 'Wānanga days', over their normal entitlement in the calendar year during the Christmas shutdown. For clarity, the 'wānanga days' are unable to be cashed up as annual leave or swapped for sick leave.

8.1.2 Taking/Notification of Annual Holidays

- (a) Where practicable, annual holidays will be taken at times mutually agreed between the employee and employer. However, where agreement is unable to be reached, the employer, giving at least 14 days written notice, can require the employee to take their annual holidays subject to sub-clause 8.1.4.
 - (i) For academic staff: annual leave is normally taken in scheduled breaks between courses, at semester breaks, or at the Christmas summer holiday break. For any application to be successful outside of these times the application will require special circumstances.
 - (ii) For Early Childhood staff: annual leave may be applied for at any time that is agreed with the section manager and will be approved subject to the leave not causing disruption to the business of the unit.
- (b) An employee must give the employer at least 14 days written notice when applying to take annual holidays, unless otherwise agreed between the employer and employee.
- (c) Subject to the employer's approval, an employee may apply to take "annual leave in advance", provided that in the event the entitlement taken exceeds the amount accrued at the time of a resignation, the employee will be required to reimburse the employer for annual leave utilised and not earned.

- (d) **Accumulation of Leave:** An employee agrees to take all of their annual holidays within 12 months of entitlement. However, at the employer's discretion, an employee may accumulate annual leave to be taken in the following year.

8.1.3 Annual Holidays and Public Holidays/Bereavement Leave and Sick Leave

If a public holiday occurs, or an employee is bereaved during the employee's annual holidays, the public holiday or bereavement shall be treated in the same manner as a public holiday or as a bereavement which had occurred whilst the employee was at work, and their annual leave entitlement shall be extended accordingly, where applicable.

8.1.4 Closedown Period(s)

- (a) An employee will normally be required to take some, or all of their annual holidays during normal TWoA closedown period(s) provided that the time of taking the holiday may be varied after consultation between the employer and employee.
- (b) The employer will advise of any specific closedown periods that will affect an employee's position.
- (c) Where an employee has no entitlement to annual holidays at the time of the closedown, they will be paid their accrued holiday pay applicable at that time. This payment shall be deemed to cover the entire period of the closedown.

8.1.5 Payment for Annual Holidays

The employer shall pay an employee taking annual holidays in accordance with the Holidays Act 2003, and except where otherwise agreed between the employer and the employee, the employer shall pay the holiday pay to the employee in the applicable normal pay period(s).

8.2 Public Holidays

8.2.1 The Holidays Act 2003 recognises these days as public holidays:

- (a) 25 December
- (b) 26 December
- (c) 1 January
- (d) 2 January
- (e) Good Friday
- (f) Easter Monday
- (g) ANZAC Day
- (h) Labour Day
- (i) The birthday of the reigning Sovereign
- (j) Waitangi Day
- (k) Anniversary Day of the Province in which the employee's position is primarily located
- (l) Matariki

8.2.2 Transfer of Public Holidays

- (a) In the event that 25 December (Christmas Day), 26 December (Boxing Day), 1 January (New Year's Day), 2 January, 6 February (Waitangi Day), or 25 April (ANZAC Day) fall on a Saturday and/or Sunday, the following shall apply:

- (b) (i) Where that/those day(s) would otherwise be a working day for an employee, then the employee's public holiday(s) shall be treated as falling on that/those actual day(s).
- (ii) Where that/those day(s) would not otherwise be a working day for an employee, then the employee's public holiday(s) shall be treated as falling on the following Monday and/or Tuesday, as the case may be (i.e. Saturday transferred to Monday, Sunday to Tuesday).
- (c) Where the employer and an employee agree, a public holiday may be transferred and observed on another day that is otherwise a normal working day for the employee.

8.2.3 Public Holidays and Operational Requirements

It is not expected that an employee will be required to work on a public holiday. However, should the situation arise where this may be necessary, the employer will discuss this with the employee. Any work on a public holiday will be by mutual agreement.

8.2.4 Payment for Public Holidays/Entitlement to Alternative Holidays

- (a) Where an employee works on a public holiday, they will be paid at least the portion of their relevant daily pay, plus half that amount again (T1.5) for the hours actually worked on that day.
- (b) Where an employee works on a public holiday, which is observed on a normal working day for the employee, they shall be entitled (additionally) to a whole day off as an alternative holiday, to be taken on a day on which the employee usually works, on pay not less than the employee's relevant daily pay for that day, subject to subclause 8.2.5.
- (c) Where an employee does not work on a public holiday, which is observed on a normal working day for the employee, they shall be paid their relevant daily pay for that day.

8.2.5 Alternative Holidays

- (a) An alternative holiday will normally be taken on a day that is agreed between the employer and employee. However, if the employer and employee cannot agree, the employee, after considering the employer's view as to when it is convenient to take the day, may decide with at least 14 days' notice, to take the alternative holiday, provided the employee takes the holiday within 12 months of the date upon which the entitlement arose.
- (b) If an employee's alternative holiday is outstanding for more than 12 months, the employer may, with at least 14 days' notice, require the employee to take the holiday on a date determined by the employer or, at the employee's request exchange the holiday for an agreed payment of not more than the employee's average relevant daily pay.

8.3 Sick Leave and Bereavement (Tangihanga) Leave

8.3.1 Qualifying for Sick Leave

- (a) A permanent fulltime or part-time employee qualifies for an annual entitlement of sick leave after they have completed six months current continuous employment with the employer.
- (b) Once the employee has qualified for an entitlement to sick leave, the entitlement exists through the 12 month period of continuous employment,

which begins at the end of the 6 month qualifying period, and applies for each subsequent 12 months of current continuous employment thereafter.

8.3.2 The Sick Leave Entitlement

- (a) Once an employee has qualified, they shall be entitled to up to 10 days sick leave annually (“the annual entitlement”), to be used in the subsequent 12 month entitlement period(s).
- (b) A new employee, within the first six months of their employment, shall be allowed to take up to five days “sick leave in advance” prior to completing the qualifying period. Such sick leave taken shall be deducted from the employee’s annual sick leave entitlement (upon qualifying), or, where the employee’s employment is terminated prior to gaining their entitlement, from their final pay.
- (c) ELC staff shall be entitled to use up to fourteen (14) days paid sick leave per annum, however the total sick leave shall accumulate to a maximum of 30 days.
- (d) Sick leave will accumulate to a maximum of 30 days by carrying forward up to 20 days unused sick leave, accumulated in any previous period(s). However, regardless of any days carried forward, an employee will not be paid for any unused or accrued sick leave upon termination of employment.

8.3.3 Using Sick Leave Entitlement

- (a) An employee may use his or her sick leave entitlement, if the employee is unable to attend work because the employee, the employee’s spouse (including a defacto or same sex partner) or any other person who depends on the employee for care, is sick or injured.
- (b) Where the employer requests it, an employee must provide the employer with proof of sickness or injury for any days that the employee has off as sick leave, providing that:
 - (i) The sickness or injury is for three or more consecutive calendar days, regardless of whether those days would otherwise be the employee’s working days; or
 - (ii) The sickness or injury is within the three consecutive calendar days’ period, and the employer has reasonable grounds to suspect that the sick leave being taken is not genuine. In such instance the employer: must inform the employee as early as possible after forming that suspicion; and agree to meet the employee’s reasonable expenses in obtaining the proof; or
 - (iii) An employee takes time off for sickness and/or illness and they have no entitlement to sick leave.
- (c) Unless otherwise advised, proof of sickness or injury, will be a medical certificate from a registered health practitioner advising that (at least) one of the persons referred to in subclause 8.3.3(a) was sick or injured on the day (or days) that the employee took off as sick leave.

8.3.4 The Bereavement Leave (Tangihanga) Entitlement.

An employee, shall be entitled to:

- (a) Three days bereavement leave, per bereavement, on the death of the employee’s spouse (including defacto or same sex partner), parent, child, brother or sister, grandparent, grandchild, spouse’s parent; and

- (b) One day's bereavement leave, per bereavement, on the death of any other person, of whom the employer accepts that an employee has suffered a bereavement. The employer will consider relevant factors, including:
 - (i) The closeness of the association between the employee and the deceased;
 - (ii) Whether the employee has to take significant responsibility for all or any of the deceased's funeral arrangements and ceremonies;
 - (iii) The employee's cultural responsibilities in relation to the death.
- (c) The employee may use all or part of their entitlement at the time of death, tangi or at any associated ceremonies.
- (d) Subject to the entitlements specified in subclauses 8.3.4 (a) and (b), any additional time off, either paid or unpaid, will be by mutual agreement between the employer and employee, determined on a case-by-case basis.

8.3.5 Notifying an Intention to Take Sick Leave or Bereavement Leave

An employee, who intends to take a day (or days) off as sick leave or bereavement leave, must notify the employer as early as possible before the employee is due to start work on that day (or the first day if more than one) or, if that is not practicable, as soon as possible after that time. Where practicable, the employee shall keep the employer advised when their absence extends into more than one day.

8.3.6 Payment for Sick Leave and Bereavement Leave

- (a) Except as provided for in subclause 8.4.2, providing the employee has an entitlement to sick leave and bereavement leave, they shall be paid at their relevant daily pay for each day of such leave taken that would otherwise be a normal working day for that employee.
- (b) Where an employee has yet to comply with the employer's request to provide proof of injury or sickness, payment may be delayed until the employee complies, unless the employee has a reasonable excuse for their failure to comply, or delay in complying.
- (c) The employer shall not pay sick or bereavement leave in respect of any public holiday for which the employee is entitled to full pay, or for any day on which the employee is receiving compensation under the current ACC system (or any other accident compensation system), or for any day on which they are not usually required to work.

8.3.7 Kaimahi with a terminal illness

If an employee is diagnosed with a terminal illness, they will be entitled to a one-off entitlement of 10 days sick leave. This is in addition to the entitlement in subclause 8.3.2(a) and 8.6. An employee may use their entitlement under this clause if the employee provides a medical certificate from a registered health practitioner confirming the terminal diagnosis.

8.4 Absence through Injury

8.4.1 Compensation for loss of earnings will be paid under the terms of the Injury Prevention, Rehabilitation and Compensation Insurance Act 2001.

8.4.2 Accident Compensation Top-up:

If the employer pays the difference between an employee's first week compensation or weekly compensation and ordinary weekly pay, the employee

agrees that the employer may deduct from the employee's current sick leave entitlement one day for every five whole days that the employer makes that payment.

8.5 Jury Service/Court Leave

8.5.1 Where an employee undertakes jury service, or is required to appear as a witness, on a day(s) that is/are normally worked by the employee, then such leave may be taken on full pay (at the employee's ordinary rate of pay), in which case:

- (a) The employee produces the court payments to the employer; and
- (b) The employee returns to work immediately on any day they were not actually serving on a jury or required to attend as a witness.

8.5.2 These payments shall be made for up to a maximum of five days in respect of each separate jury service or appearance as a witness. At the employer's discretion, payments beyond five days may be approved.

8.5.3 Clause 8.5 shall not apply to a fixed term employee.

8.6 Compassionate Leave

The employer may at their discretion approve special leave, paid or unpaid for any purpose, including on compassionate grounds.

8.7 Sport and Cultural Leave

At the employer's discretion, leave may be granted with or without pay where an employee is participating in sporting or cultural activities involving provincial or national representation. Unless otherwise agreed, an employee is required to give the employer at least 14 days written notice when applying to take sport and/or cultural leave. This clause shall not apply to a fixed term employee.

8.8 Long Service Leave

In addition to annual holidays specified elsewhere in this agreement, upon completion of 15 years' continuous service with the employer, an employee will be entitled to a single period of two (2) weeks' paid leave.

The leave must be taken within the year of entitlement becoming due in a single block of leave. This is a once only entitlement.

8.9 Miscellaneous Leave

In particular circumstances, the employee may be entitled to:

- (a) The Health and Safety at work Act 2015; Schedule 2, Clause - "Paid leave" for the purpose of attending Health and safety Representative training.
- (b) The Civil Defence Management Act 2002 - "Unpaid" Absence due to a State of Civil Emergency;
- (c) The Electoral Act 1993 - "Paid" time to vote;
- (d) Volunteers Employment Protection Act 1973 - Protects an employee's employment during periods of voluntary service in the Armed Forces.

Because the conditions of eligibility for the entitlements, in subclauses (a) to (e), are each complicated, they have not been detailed in this Agreement. However, as soon as the employee becomes aware that they may need to seek leave under any of these provisions they must discuss this with the employer.

8.10 Leave for Approved Statutory Authorities

Upon agreement, the employer shall grant leave on full pay to an employee who is required to attend as a member of, or in a formal capacity, at any agreed statutory authorities, with the proviso that any fees due to the employee from the authority shall be paid to TWoA.

8.11 Union Allocated Employment Relations Education Leave

Employment Relations Education Leave is an entitlement assigned to the unions under Part 7 of the Employment Relations Act 2000. The respective unions are entitled to allocate employment relations education leave to eligible employees according to the provisions of that Act.

8.12 Leave for Union Business

In accordance with any established TWoA 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.

8.13 Branch President

The Employer will recognise the TEU Branch President as the union representative on site. Notice of the appointment of the Branch President will be given to the employer in writing.

TEU and the employer have agreed that on an annual basis a 0.2 FTE time allocation will be made to the TWoA Branch President, plus provision for relief staffing for branch officers to attend agreed TWoA committee meetings.

8.14 Parental Leave

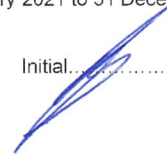
Parental leave is available under the Parental Leave and Employment Protection Act 1987. For more information search 'parental leave' on Te Kete.

8.15 Family Violence

- (a) An employee affected by family violence will have access to 10 days per year of paid leave each entitlement period. This leave is in addition to existing leave entitlements under Part 8.
- (b) An employee is entitled to make, or to have made on their behalf, a request for a short-term (two [2] months or shorter) flexible working arrangement for the purposes of assisting the employee to deal with the effects of family violence.

- (c) The employer will not treat adversely any employee who is suspected or assumed or believed to be, a person affected by family violence.

Initial...  T W O A

Initial...  TEU

PART 9 HEALTH AND SAFETY PROVISIONS

9.1 The Employer's Responsibilities

The employer will:

- (a) Take all practicable steps to ensure a safe and healthy work environment for all employees and provide the necessary personal protective equipment;
- (b) Ensure employees are familiar with the employer's Health and Safety policy and provide training to safely undertake their roles; and
- (c) Ensure employees comply with all reasonable directions regarding health and safety in the workplace and shall operate all equipment with reasonable care.

9.2 The Employee's Responsibilities

The employee will:

- (a) Take an active and personal interest in their own safety and that of others;
- (b) Ensure the employer is informed as soon as practicable of any health and safety issues affecting their ability to perform their duties;
- (c) Take all practicable steps to ensure that no action or inaction by him/her when carrying out their own duties under this Agreement causes harm to any other person; and
- (d) Comply with the Health and Safety policies of the employer.

9.3 Personal Protective Equipment (PPE), Safety and Medical Equipment and/or Aids

9.3.1 In order to safely and effectively carry out their duties for the employer, an employee must ensure that they take the appropriate precautions and wears the appropriate safety, or medical equipment or aids associated with any impairment or disability he or she may experience/suffer.

9.3.2 Any safety equipment provided by the employer must be used. Any damage to or loss of safety equipment is to be reported to the employer immediately. Where an employee fails to comply with the particular PPE requirements for any task being undertaken in their employment, this will result in the employee being stood down until compliance is met. Such clothing and equipment remains the property of the employer and must be returned on termination.

9.3.3 The employer will ensure that all employees comply with all reasonable directions regarding the safe use of equipment (including protective clothing or equipment), machinery and substances, and shall operate all equipment/machinery provided by the employer with reasonable care. The employer shall ensure that the employee is instructed in and is qualified in the proper use and care of any safety equipment, equipment/machinery.

9.3.4 The employer will ensure that all machinery, protective clothing and other equipment to be used by an employee is in safe and sound condition and is designed for the specific purpose. The employee is responsible for ensuring that

any damage, loss of equipment or unsafe equipment is reported to the employer immediately.

- 9.3.5 An employee shall not leave the workplace in an unsafe condition or in a condition that may cause damage to persons or property.

9.4 Accident Recording and Reporting

An employee must immediately (except in exceptional circumstances) report to the employer, or the health and safety representative, any incident of which the employee becomes aware of which has caused or may cause injury to an employee or to any other person in the workplace under the control of the employer.

9.5 Accident Investigation

- 9.5.1 Where the employer has just cause to investigate an incident or accident, the employer may require the employee to submit to tests for drugs, stimulants and alcohol.

- 9.5.2 Where drug and alcohol testing is required as determined by the employer the following shall apply:

- Testing will be undertaken by a registered medical practitioner and shall be examined by a licensed laboratory. Such tests shall be at the employer's expense and be used for disciplinary and rehabilitation purposes only.
- Test results will be recorded on the employee's file and provided to the employee in writing. The test results shall remain on the employee's file for a period of six months or until the expiry of any disciplinary outcome, whichever is the longer. The employee shall write to the employer to request the removal of the results from the personnel file.
- Where a positive test result/s occur, the employer will conduct an investigation and/or disciplinary process with the employee in accordance with clause 3.12.

9.6 Employee Notification Prior to an Incident or Accident

Any employee who believes they have a drug or alcohol dependency is encouraged to utilise the EAP service provided by the employer and to notify the employer and request assistance. Where a proactive request occurs from the employee the employer will provide assistance to the employee by implementing an agreed rehabilitation plan and will refrain from disciplinary action for substance abuse whilst the employee is complying with the plan.

9.7 Smoke Free

TWOA has a smoke-free work environment policy. All employees must, at all times, observe the employer's smoking policies of the work premises/sites, and vehicles, and where applicable, customer premises/sites and vehicles. Smoking is only permitted in the designated smoking areas, during designated breaks.

9.8 Immunisations

Early childhood employees are entitled to immunisation from influenza.

PART 10 EMPLOYMENT RELATIONSHIP PROBLEMS

10.1 Procedures for the Settlement of Employment Relationship Problems and Disputes

- 10.1.1 This clause sets out the process for settling all employment relationship problems (including disputes and problems that may lead to a personal grievance) that may arise within TWA.
- 10.1.2 Relationship problems are inclusive of issues between:
- (a) An employee and the employer;
 - (b) An employee and their manager; and
 - (c) Two or more employees.
- 10.1.3 In any meeting associated with an employment relationship issue, an employee can be accompanied by a support person and/or representative.
- 10.1.4 Where appropriate the employee should in the first instance, attempt to resolve the matter directly with the other affected party.
- 10.1.5 Alternatively, the employee may raise the matter with their direct manager, or the Human Resources Department. If the employee (or their representative) prefers to raise any matter with the employer in writing, or if any matter they have raised has not been resolved, they should write a letter setting out their problem, or grievance, by covering the following three points:
- (a) Details of their problem or grievance;
 - (b) Why they feel aggrieved; and
 - (c) What solution they seek to resolve the matter.
- 10.1.6 If no solution has been found and the employee wishes to seek resolution, assistance may be sought from the Mediation Service of the Ministry of Business Innovation and Employment or with any alternative mediation provider as may be agreed.

10.2 Disputes and Personal Grievances

- 10.2.1 A personal grievance results from a situation in which an employee feels aggrieved because of an action, or actions, taken by the employer. These broadly relate to circumstances such as dismissal, disadvantage, discrimination or harassment. Any employee may use this procedure. At any stage, an employee covered by this Agreement may seek advice or assistance from their union, the Ministry of Business Innovation and Employment Infoline, (0800 20 90 20) or any other party.
- 10.2.2 Under the provisions of the Employment Relations Act 2000 and its subsequent amendments, an employee must submit any personal grievance to their manager or the Human Resources Department within 90 days of:
- (a) The event; or
 - (b) The matter coming to the attention of the employee that gave rise to the grievance.

The employer may choose not to accept the grievance outside this timeframe.

10.2.3 As soon as practicable after receiving notice of a personal grievance, the employer will:

- (a) Acknowledge receipt of the issues;
- (b) Meet with the employee to discuss the issues and attempt to resolve the matter; and
- (c) If required, investigate the circumstances surrounding the matter.

If either party feels they are unable to reach a solution they must advise the other party in writing setting out the reason(s) for their decision.

Initial...  T W O A

Initial...  TEU

PART 11 ORGANISATIONAL CHANGE AND EMPLOYEE PROTECTION

11.1 Consultation

- 11.1.1 The TEU National Secretary, Branch President, and affected employees will be notified in writing by the employer of any reviews of the TWoA's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing employees.
- 11.1.2 At least two weeks prior to communicating the restructuring proposal with the union and the employee, the employer will consult with the union regarding:
- (a) The operational reasons for the restructure;
 - (b) The impact on specific positions; and
 - (c) Where possible, agreement of any selection criteria for redundancy purposes;

and will:

Supply any documentation that is available at that time regarding the proposal including the proposed consultation timetable.

- 11.1.3 If the restructuring proposal is not organisational wide (i.e. restricted to one programme/area) and has limited impact on the employee(s), the employer may provide only one week notice to the employee and union. In this instance, consultation may be shortened by agreement.

A minimum of three weeks will be provided to allow TEU and affected employees to make submissions which will be considered by the employer before making a final decision.

The consultation period will exclude the following TWoA breaks: the summer holiday break (15 December to 31 January), and any periods of time where the department, school, or programme under review has scheduled leave.

- 11.1.4 Where the employer identifies the need to restructure or make changes to the organisational structure that will or could impact on an employee's position, the employer will advise the unions and the employees likely to be affected.

The purpose of such advice is to:

- (a) Allow the parties sufficient opportunity for information sharing, consultation and time to comment on the employer's proposal;
- (b) Ensure all relevant information is considered when the employer is making final decisions, and if appropriate:
 - (i) Investigate, consider/discuss options that would/may prevent loss of employment e.g. redeployment, retraining, attrition, voluntary redundancy; and
 - (ii) Make submissions on the criteria that will be used to select redundant staff.

11.2 Employment Options

In the event that an employee's position is disestablished through a change process, the employment options under which existing employees may be deployed within TWOA are as follows:-

- (a) REDEPLOYMENT – where an employee is offered an alternative position where the terms and conditions are substantially similar and comparable (in all respects) to their current position (i.e. salary, location, etc.).
- (b) VOLUNTARY ALTERNATIVE POSITION – where an employee is offered an alternative position where the terms and conditions are less favourable to their current position. In this instance, the employee will:
 - 1. Receive an equalisation allowance equivalent to their current position for a period of three months;
 - 2. Prior to and up to the completion of three months in the alternative position, the employee may elect to accept redundancy at any time; or
 - 3. Should redundancy not be elected, the employee will permanently accept the alternative position on the new terms and conditions.
- (c) PROMOTION – where an employee is offered an alternative position where the terms and conditions are more favourable than their current position.

11.3 Employment Protection Provision

11.3.1 For the purposes of this provision “affected employee”; “restructuring” and “new employer” shall have the same meaning as in s.30 Employment Relations Amendment Act (No 2) 2004. To avoid doubt, a restructure may include, but is not limited to, the transfer, sale or contracting out of part or the whole of the business.

11.3.2 In negotiating with a potential new employer:

- (a) The employer will use their best efforts to ensure that in the event of the transaction being completed, the new employer will offer the employee:
 - (i) Ongoing employment in the new employer's business carrying out substantially the same duties as they were performing immediately prior to the transaction;
 - (ii) Terms and conditions that are either the same or no less favourable than under this Agreement; and
 - (iii) Among such conditions, recognition of the employee's service and service related benefits.
- (b) Where the employee is offered employment in accordance with (a) above, and the employee elects or chooses not to transfer, the employee is not entitled to the redundancy compensation provided under subclause 11.4.

11.4 Redundancy

11.4.1 A redundancy situation exists when, as a result of organisational changes, including restructure, the employer requires a reduction in the number of employee positions. In this instance, subclauses 11.1.1 and 11.4.3 will apply.

11.4.2 Notice Period

Where an employee's employment is terminated because their position has been declared redundant, the period of notice shall be not less than the four weeks provided for in clause 3.4 of this Agreement. The notice period may be varied by agreement between the employer and employee. The employer, at its discretion may make payment in lieu of notice for all or part of the notice period.

11.4.3 Redundancy Compensation

Where a tenured or fixed term employee is declared redundant, the employer will pay to the employee financial compensation based on current continuous service with the organisation as follows:

- (a) Five weeks taxable salary for service for the first year or part thereof; and
- (b) Two weeks taxable salary for each and every other year of service or part thereof.
- (c) The total number of weeks' payable under sub-clauses (b) and (c) above will be a maximum of 20 weeks.

11.4.4 Employees on Leave

An employee who is on any type of approved leave e.g. absent due to extended illness, accident compensation, approved special leave without pay, or secondment, will be covered by the provisions of Part 11, as well as any other relevant legislation that may apply.

11.4.5 Certificate of Service

On request the employer will supply a certificate of service to all employees declared redundant.

11.4.6 Where an employee is declared redundant, consideration will be given to the following:

- (a) Time off to Attend Interviews
After the employee has been given notice of termination of employment, they shall be allowed reasonable time off, without loss of pay, to attend interviews for alternative employment, subject to the operational requirements of TWoA.
- (b) Early Release
If the employee finds alternative employment during their notice period, they may, with the consent of the employer, terminate their employment prior to the expiry of the period of notice. The employer's consent in such circumstances will not be unreasonably withheld.
- (c) Counselling
Counselling (includes career counselling and CV preparation) may be made available for affected employees.

PART 12 UNION MATTERS

12.1 Union Recognition

- 12.1.1 The employer recognises TEU and their rights, under sections 18 to 26 of the Employment Relations Act 2000 as amended, to represent their members, to have access to workplaces, and to hold workplace meetings of their members in work time.
- 12.1.2 The employer acknowledges the roles of TEU executives and delegates determined by their respective constitutions and their status as Incorporated Societies.
- 12.1.3 The employer acknowledges their obligations under Section 62 of the Employment Relations Act 2000 to allow TEU the opportunity to recruit new employees. Accordingly, adequate time will be allowed for the delegates to discuss union matters with employees as soon as practicable.

12.2 Right of Entry

Authorised TEU representatives shall be entitled to enter at all reasonable times upon the employer's premises in accordance with the Employer's Visitor Procedures, to interview any employee, but not so as to interfere unreasonably with the employer's business.


12.3 Union Fees

Where an employee provides written authority, the employer shall deduct fees from the employee's wages and remit them, along with the schedule of such contributions, to the National Secretary of the respective union.

12.4 Meetings

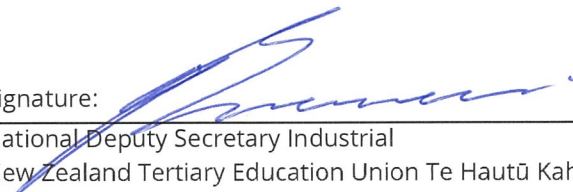
Employees attending paid stopwork meetings of their union at any campus as previously agreed by the employer shall be granted paid leave for up to two x two hour meetings of ordinary time per annum, providing two clear weeks' notice is given, and that satisfactory arrangements are made with the managers. For payment purposes, the union shall supply the employer with a list of names of all those who attend any authorised union meeting. Employees covered by this Collective Agreement may hold additional on campus meetings, by mutual agreement between the employer and the unions, to discuss and consider matters relating to this Collective Agreement, on the same terms as provided for above. In the event of paid union meetings being held the union shall liaise with the employer to ensure that adequate staff levels are maintained.

PART 13 SIGNATORIES

Signature: 

Te Taiurungi/Chief Executive Officer
Te Wānanga o Aotearoa

Date: 25/03/2022

Signature: 

National Deputy Secretary Industrial
New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU)

Date: 23 March 2022

SCHEDULE 1

Te Kaupapa o Te Wānanga o Aotearoa

Ki te whakawhiwhi i ngā mea angitū, ā, i ngā akoranga katoa tino teitei mō ngā Māori me ngā iwi o Aotearoa me to ao.

To provide holistic education opportunities of the highest quality for Māori and the people of New Zealand, and the World.

Ki te waihanga i tētahi āhuatanga hei akoranga tikanga Māori.

To provide a Māori cultural learning environment.

Ki te whakawhiwhi he mea akoranga whai kiko.

To provide practical learning experiences.

Ki te tautoko, ki te whakahau, ki te ārahi i ngā tauira katoa, i a rātou e aru ana i ngā whanatanga i ngā akoranga me ngā mahi e pā ana ki a rātou.

To provide support, encouragement and guidance to all students in their pursuit of personal development, learning and employment.

Ki te whakahau i ngā tauira katoa ki te ako kia whiwhi ai rātou i te puāwaitanga tino teitei o te māiatanga.

To encourage all students to learn and achieve to their fullest potential.

Ki te whakahau i ōna kaimahi, kia pai ai te haere o ngā tikanga o te mahi i whakaatu mai, kia whiwhi ai rātou i te puāwaitanga tino teitei o te māiatanga.

To be a good employer and to encourage staff to develop personally and professionally to their fullest potential.

SCHEDULE 2

Te Wānanga o Aotearoa

Tutor / Kaiako Salary Scale Conventions:

1. *Employees will be placed in the range according to the following criteria:*
 - *Tutors / Kaiako should hold a relevant subject qualification one level above the level (s)he is teaching*
 - *Tutors / Kaiako should have completed a teaching qualification at a level required for the programme (s)he is teaching*
 - *Historical appointments will be given a timeframe to meet the minimum academic qualifications required*
 - *If a Tutor is teaching over 3 or 4 levels the average will apply*
 - *Tutors / Kaiako teaching "unique" cultural programmes may not have the formal "western" qualification. In these instances, the employee will be given iwi and cultural recognition*
 - *Years of experience in same/very similar role*
 - *Teacher registration where applicable*
2. *Te Wānanga o Aotearoa undertakes an annual review of sector and market salaries to ensure that the TWoA salary scales remain competitive*
3. *Positions are evaluated, graded and placed in a salary scale appropriate to the responsibilities, minimum qualifications and years of experience required to fulfil the role competently*
4. *Employees that belong to one of the unions' salaries are reviewed on an annual basis and the % increase (if any) is subject to the prevailing rate ratified in the Collective Agreements, which the employee has subscribed to.*
5. *Employees on Individual Employment Agreements annual salary review will be negotiated on an individual basis depending on organisational performance, the employee's performance in their role for the preceding year and the agreed parameters for employees who are on Individual Employment Agreement.*

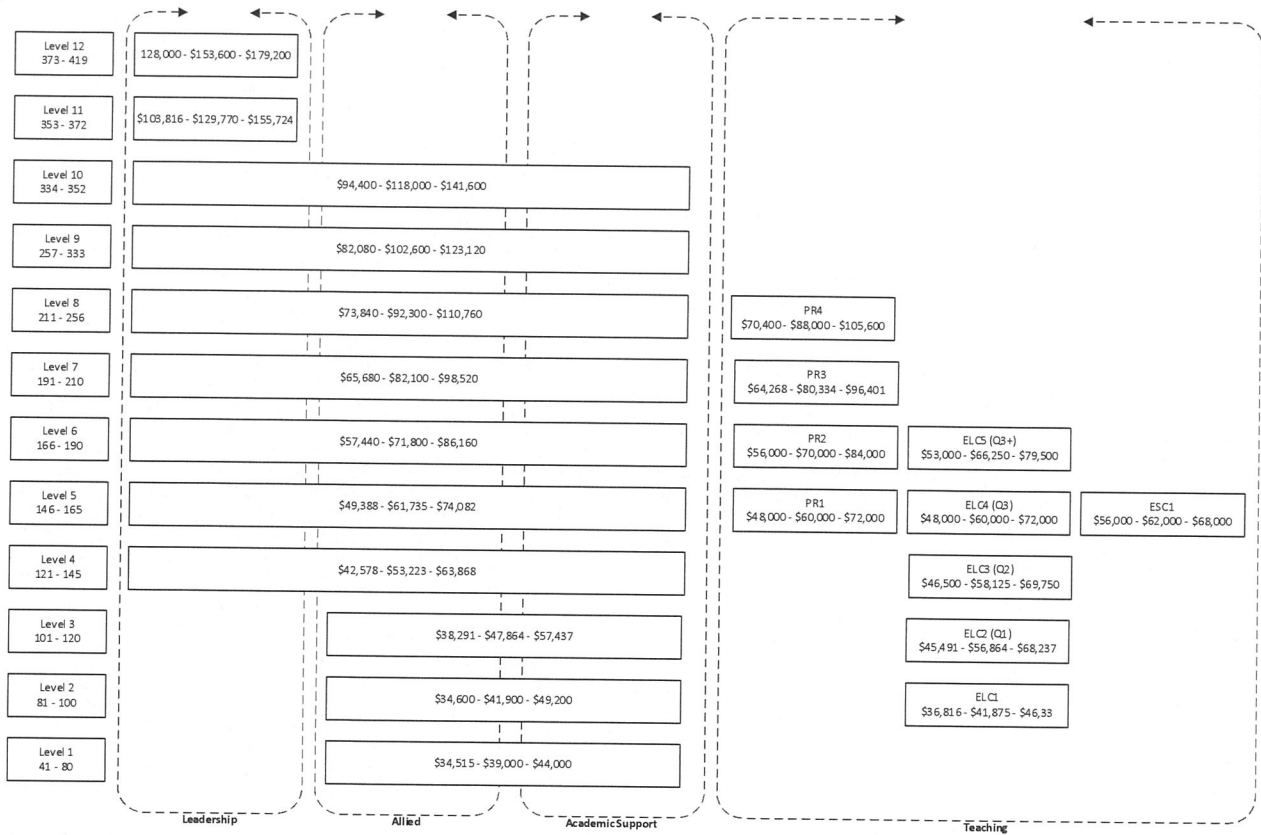
Allied Staff Salary Scale Conventions:

1. *Te Wānanga o Aotearoa undertakes an annual review of sector and market salaries to ensure that the TWoA salary scales remain competitive*
2. *Positions are evaluated, graded and placed in a salary scale appropriate to the responsibilities, minimum qualifications and years of experience required to fulfil the role competently*
3. *Generic Positions are graded at a certain level e.g. Administrator role, which includes tasks that would generally be assigned to any Administrator in the Wānanga. However, in some instances additional duties may be assigned by management in which case the role will be reviewed and a higher grade may be assigned if appropriate.*
4. *Employees that belong to one of the unions' salaries are reviewed on an annual basis and the % increase (if any) is subject to the prevailing rate ratified in the Collective Agreements, which the employee has subscribed to.*
5. *Employees on Individual Employment Agreements annual salary review will be negotiated on an individual basis depending on organisational performance, the employee's performance in their role for the preceding year and the agreed parameters for employees who are on Individual Employment Agreements.*

Appendix 1

Current Salary Scale and Ranges

Salary Grades backdated to 1 June 2021									
Kaiako Practitioner									
Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PR1	\$48,240	\$51,255	\$54,270	\$57,285	\$60,300	\$63,315	\$66,330	\$69,345	\$72,360
PR2	\$56,280	\$59,798	\$63,315	\$66,833	\$70,350	\$73,868	\$77,385	\$80,903	\$84,420
PR3	\$64,589	\$68,625	\$72,663	\$76,699	\$80,736	\$84,772	\$88,809	\$92,846	\$96,882
PR4	\$70,752	\$75,174	\$79,596	\$84,018	\$88,440	\$92,862	\$97,284	\$101,706	\$106,128
Early Learning Centre Kaiako									
ELC1	\$41,600	\$44,458	\$47,316	\$50,174	\$53,032				
ELC2	\$45,718	\$48,576	\$51,433	\$54,291	\$57,148	\$60,006	\$62,863	\$65,720	\$68,578
ELC3	\$46,733	\$49,653	\$52,574	\$55,495	\$58,416	\$61,336	\$64,257	\$67,178	\$70,099
ELC 4	\$48,240	\$51,255	\$54,270	\$57,285	\$60,300	\$63,315	\$66,330	\$69,345	\$72,360
ELC5	\$53,265	\$56,594	\$59,923	\$63,252	\$66,581	\$69,910	\$73,239	\$76,568	\$79,898
Kaiako Educational Services									
ESC1	\$56,280	\$59,295	\$62,310	\$65,325	\$68,340				
Academic Support, Allied & Leadership Hapori Whānui									
Level 1	\$39,000	\$41,758	\$44,214	\$46,670	\$49,127				
Level 2	\$39,000	\$41,057	\$43,114	\$45,171	\$47,228	\$49,285	\$51,342	\$53,399	\$55,456
Level 3	\$39,200	\$41,650	\$44,100	\$46,550	\$49,000	\$51,450	\$53,900	\$56,350	\$58,800
Level 4	\$42,791	\$45,466	\$48,141	\$50,815	\$53,489	\$56,163	\$58,838	\$61,512	\$64,187
Level 5	\$49,635	\$52,737	\$55,839	\$58,941	\$62,044	\$65,146	\$68,248	\$71,350	\$74,452
Level 6	\$57,727	\$61,335	\$64,943	\$68,551	\$72,159	\$75,767	\$79,375	\$82,983	\$86,591
Level 7	\$66,008	\$70,134	\$74,259	\$78,385	\$82,511	\$86,636	\$90,762	\$94,887	\$99,013
Level 8	\$74,209	\$78,847	\$83,485	\$88,123	\$92,762	\$97,400	\$102,038	\$106,676	\$111,314
Level 9	\$82,490	\$87,646	\$92,802	\$97,957	\$103,113	\$108,269	\$113,424	\$118,580	\$123,736
Level 10	\$94,872	\$100,802	\$106,731	\$112,661	\$118,590	\$124,520	\$130,449	\$136,379	\$142,308
Level 11	\$104,335	\$110,857	\$117,377	\$123,898	\$130,419	\$136,940	\$143,461	\$149,982	\$156,503
Level 12	\$128,640	\$135,072	\$141,504	\$147,936	\$154,368	\$160,800	\$167,232	\$173,664	\$180,096



Initial...  .TWOA

Initial...  TEU

Salary Grades from 1 January 2022

Kaiako Practitioner

Salary Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
PR1	\$48,722	\$51,768	\$54,813	\$57,858	\$60,903	\$63,948	\$66,993	\$70,038	\$73,084
PR2	\$56,843	\$60,395	\$63,948	\$67,501	\$71,054	\$74,607	\$78,159	\$81,712	\$85,264
PR3	\$65,235	\$69,312	\$73,389	\$77,466	\$81,543	\$85,620	\$89,697	\$93,775	\$97,851
PR4	\$71,460	\$75,926	\$80,392	\$84,858	\$89,324	\$93,791	\$98,257	\$102,723	\$107,189

Early Learning Centre Kaiako

ELC1	\$42,016	\$44,903	\$47,789	\$50,676	\$53,562				
ELC2	\$46,175	\$49,061	\$51,947	\$54,833	\$57,719	\$60,606	\$63,492	\$66,378	\$69,264
ELC3	\$47,200	\$50,150	\$53,100	\$56,050	\$59,000	\$61,950	\$64,900	\$67,850	\$70,800
ELC 4	\$48,722	\$51,768	\$54,813	\$57,858	\$60,903	\$63,948	\$66,993	\$70,038	\$73,084
ELC5	\$53,797	\$57,160	\$60,522	\$63,884	\$67,247	\$70,609	\$73,971	\$77,334	\$80,696

Kaiako Educational Services

ESC1	\$56,843	\$59,888	\$62,933	\$65,978	\$69,023				
------	----------	----------	----------	----------	----------	--	--	--	--

Academic Support, Allied & Leadership Hapori Whānui

Level 1	\$39,390	\$42,023	\$44,656	\$47,289	\$49,922				
Level 2	\$39,390	\$41,467	\$43,545	\$45,623	\$47,700	\$49,778	\$51,856	\$53,933	\$56,011
Level 3	\$39,952	\$42,066	\$44,541	\$47,015	\$49,490	\$51,965	\$54,439	\$56,914	\$59,388
Level 4	\$43,219	\$45,920	\$48,621	\$51,323	\$54,024	\$56,725	\$59,426	\$62,128	\$64,829
Level 5	\$50,132	\$53,265	\$56,397	\$59,531	\$62,664	\$65,798	\$68,930	\$72,064	\$75,197
Level 6	\$58,304	\$61,949	\$65,593	\$69,237	\$72,881	\$76,525	\$80,169	\$83,813	\$87,457
Level 7	\$66,669	\$70,836	\$75,002	\$79,169	\$83,336	\$87,503	\$91,670	\$95,837	\$100,003
Level 8	\$74,952	\$79,636	\$84,321	\$89,005	\$93,690	\$98,374	\$103,059	\$107,743	\$112,428
Level 9	\$83,315	\$88,523	\$93,730	\$98,937	\$104,144	\$109,351	\$114,559	\$119,766	\$124,973
Level 10	\$95,821	\$101,810	\$107,798	\$113,787	\$119,776	\$125,765	\$131,753	\$137,742	\$143,731
Level 11	\$105,379	\$111,965	\$118,551	\$125,137	\$131,723	\$138,309	\$144,896	\$151,482	\$158,068
Level 12	\$129,926	\$136,423	\$142,919	\$149,415	\$155,912	\$162,408	\$168,904	\$175,401	\$181,897

Appendix 2

New Kaiako Practitioner Framework

Approach – Kaiako are placed on a scale relevant to what skills, capabilities and competencies they bring to the role and the requirements of TWoA to deliver a qualification. Roles currently at grades T1 and T2 are not part of the practitioner framework and are categorised as Academic Support.

ELC Kaiako are placed on the scales that maps to the attestation requirements.

Scale	Industry / TWoA	Requirements
Practitioner 1	Academic Staff Member / T3	<ul style="list-style-type: none"> • Diploma in relevant subject matter • Certificate in Adult & Tertiary Teaching (Level 5) • Assessment and moderation standards (4098,11281,18203) or NZ Certificate in Assessment Practice (Level 4) • Average Tauria Graduation rate of 85% • 100% Moderation Compliance • < 3 years teaching experience at a wānanga plus <3 years teaching experience in the tertiary education sector
Practitioner 2	Nil / T4	<ul style="list-style-type: none"> • Bachelor Degree in relevant subject matter • Certificate in Adult & Tertiary Teaching (Level 5) • Assessment and moderation standards (4098,11281,18203) or NZ Certificate in Assessment Practice (Level 4) • Average Tauria Graduation rate of 85% • 100% Moderation Compliance • 3 years teaching experience at a wānanga plus 3 years teaching experience in the tertiary education sector
Practitioner 3	Senior Academic Staff Member / T5	<ul style="list-style-type: none"> • Master Degree in relevant subject matter • Certificate in Adult & Tertiary Teaching (Level 5) • Assessment and moderation standards (4098,11281,18203)) or NZ Certificate in Assessment Practice (Level 4) • Average Tauria Graduation rate of 85% • 100% Moderation Compliance • Average of 4 rangahau outputs over the past 3 years • Mentors Practitioner 1 and 2 kaimahi • 5 years teaching experience at a wānanga plus 5 years teaching experience in the tertiary education sector
Practitioner 4	Principal Academic Staff Member /N/A	<ul style="list-style-type: none"> • PhD in relevant subject matter • Certificate in Adult & Tertiary Teaching (Level 5) • Assessment and moderation standards (4098,11281,18203)) or NZ Certificate in Assessment Practice (Level 4) • Average Tauria Graduation rate of 85% • 100% Moderation Compliance • Average of 6 rangahau outputs over the past 3 years • Mentors Practitioner 1 to 3 kaimahi • Contributes to programme development • 7 years teaching experience at a wānanga plus 7 years teaching experience in the tertiary education sector