



**MANUKAU
INSTITUTE OF
TECHNOLOGY**

Te Whare Takiri o Manukau

MANUKAU INSTITUTE OF TECHNOLOGY

CLEANERS COLLECTIVE AGREEMENT

1 April 2017 – 31 March 2018



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1 EMPLOYMENT AGREEMENT COVERAGE

1.1 Parties

The parties to this agreement are the Chief Executive of Manukau Institute of Technology, (the 'employer'), and the Tertiary Institutes Allied Staff Association, (TIASA, the 'union')

1.2 Coverage

This agreement applies to TIASA members who are employed by the employer as cleaners; this may include employees who supervise cleaners in addition to undertaking their own cleaning duties. The employer may employ staff on a full time, part time, temporary, fixed term or casual basis. The employer is an equal opportunities employer and all staff will be appointed in accordance with the employer's equal opportunity programme.

1.3 Variation of the Agreement

This Agreement may be varied provided that:

- Employees directly affected by the proposed variation agree to it in writing.
- The employer provides the union with a copy of the proposed variation before it is finalised and advises affected employees of their right to contact the union.
- Other employees shall continue to be covered by the original provisions of this Agreement.

2 TERMS OF EMPLOYMENT

2.1 Trial and Notice Periods

2.1.1 A trial period of up to three months may apply which may be extended by up to a further three months if required.

2.1.2 Employees automatically become permanent employees at the end of the trial period unless notified otherwise.

2.1.3 During the trial period one week's notice in writing of termination of employment shall be given by either party.

2.1.4 After the trial period at least one month's notice in writing of termination of employment shall be given by either party unless otherwise agreed. Except in cases of redundancy, where the period of notice shall be two months.

2.1.5 All or part of the notice period may be paid in lieu by agreement.

2.1.6 Nothing in this clause shall prevent the employer from summarily dismissing an employee for serious misconduct.

2.2 Duties

The work includes all types of duties involved in performing cleaning of any kind; this may include supervising other cleaners in addition to undertaking cleaning duties.

2.3 Place of Work

The work is carried out mainly in the greater Auckland area. The employee may also be required to report for work at a different work site than their normal reporting place.

2.4 Professional Development

2.4.1 Employees have an obligation to maintain and enhance their capabilities for their current position and to develop themselves for future positions; and the Employer has an obligation to ensure that Employee receives timely and appropriate opportunities for professional development

2.4.2 Permanent employees will complete the annual staff appraisal process which includes the completion of the professional development section. A training plan for the year will be agreed by the employee and their line manager in line with Institute policy. A review against the plan will be completed during the next annual appraisal.



3 REMUNERATION

3.1 Salaries

The employee shall be paid in accordance with the Institute's systems and procedures for allied staff pay. The minimum remuneration paid to the employee shall be as provided for in Schedule A of this Agreement.

3.2 Payment of Salaries

3.2.1 Salaries shall be paid fortnightly by direct credit to a bank account authorised by the employee.

3.2.2 All employees will be provided with a payslip showing full details of their earnings and any deductions at the end of their first pay period and from then on when any change in payment occurs.

3.2.3 The employer shall be entitled to make a rateable deduction from salaries for any time lost by the employee through sickness, accident, the employee's default or by the employee's own written request.

3.2.4 When an employee is dismissed or leaves at any time other than the ordinary pay time he/she shall be paid by direct credit all monies due within three working days of termination.

4 HOURS OF WORK

4.1 Weekly Hours

The ordinary hours of work for the employee shall not exceed 40 per week over no more than five days. Not more than eight ordinary hours shall be worked in any 24 hour period.

4.2 Variation of Rostered Hours

4.2.1 The ordinary hours of work may be fixed by roster. For the purpose of this subclause roster means a schedule for duty time showing in advance the days of the week and/or hours of the day when the employee is due to work and be off work respectively, and rostered has a corresponding meaning.

4.2.2 The employer may change the employee's rostered days and ordinary hours of work provided that not less than one month's notice for the change is given, and the employee and the union are consulted regarding the intended variation.

4.2.3 The provisions of this clause do not apply to additional hours which are required to meet special or temporary circumstances. Such extra hours shall only apply for the duration of the special or temporary circumstances.

4.3 Work Breaks

4.3.1 The employee shall take a meal break of no more than half an hour a day.

4.3.2 Employees who work eight or more hours per day shall be allowed two fifteen minute tea breaks each day.

4.3.3 The time taken for tea or meal breaks shall be mutually arranged between the employee and the employer.

4.3.4 The employee shall not be required to work more than four hours without a meal break.

4.3.5 An employee who has been directed to work no less than two hours overtime after a break of at least half an hour or more on any one day shall be paid a meal allowance as provided for in Schedule A of this Agreement.

4.3.6 The employer will supply tea, coffee, milk and sugar for breaks.

5 OVERTIME

5.1 Overtime Rates

5.1.1 Authorised overtime shall be all time worked at the request of the supervisor which is outside or in excess of the hours outlined in clause 4.1.

5.1.2 Overtime shall be paid at time-and-a-half and shall be calculated on a daily basis.

6 LEAVE

6.1 Public Holidays

- 6.1.1 The following days shall be observed as public holidays: Christmas Day, Boxing Day, New Year's Day, January 2nd, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, The Sovereign's Birthday, Labour Day, Auckland Anniversary Day (as observed).
- 6.1.2 In addition to 6.1.1 above, Easter Tuesday and the three days between Christmas and New Year, shall be granted as special leave.
- 6.1.3 In accepting this Agreement employees agree to work on any public holiday or day of special leave if for them that day would otherwise be a working day.
- 6.1.4 If an employee does *not* work on a public holiday then, provided for them that day would otherwise be a working day, they will be paid not less than their relevant daily pay for the day.
- 6.1.5 If an employee *does* work on a public holiday they are entitled to payment for the time worked at time and a half (based on the appropriate portion of their relevant daily pay). In addition, provided that day would otherwise be a working day for the employee, then they are additionally entitled to a whole alternative holiday. However, there is no entitlement to an alternative holiday for employees who work for the employer *only* on public holidays.
- 6.1.6 The "alternative holiday" is to be taken by mutual agreement on a day that would otherwise be a working day for the employee, and should be taken as soon as possible after it is earned. Payment for the alternative holiday shall be at the employee's relevant daily pay for the day on which the alternative holiday is taken.
- 6.1.7 If agreement cannot be reached, the alternative holiday may be taken, or exchanged for payment, in accordance with the provisions of the Holidays Act 2003 and its amendments.
- 6.1.8 Where a public holiday falls during a period of paid leave then the employee will be additionally entitled to a whole alternative holiday.

6.2 Annual Leave

- 6.2.1 Employees are entitled to four weeks annual holidays paid in accordance with the Holidays Act 2003 and amendments.
- 6.2.2 Upon completion of five years of service employees shall become entitled to five weeks annual leave in that and all succeeding years.
- 6.2.3 Employees required to work rotating shifts shall be entitled to an additional weeks' leave each year after the completion of 12 months shift work.
- 6.2.4 The employee's annual holidays shall be given and taken at a time mutually convenient to the employee and the employer. If no mutual agreement is reached the employer shall give the employee at least 14 days notice of her/his holiday.
- 6.2.5 Where annual leave has been advanced and the employee terminates before sufficient annual leave has accrued, then the employer may deduct from the employee's final pay an amount equivalent to the leave that is outstanding.
- 6.2.6 When an employee takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the employee requests payment of annual leave in advance which must be by written notice at least one week before the payment would be due.
- 6.2.7 Unless there is agreement otherwise annual leave must be taken within twelve months of the entitlement arising. Employees who have accumulated annual leave balances in excess of five weeks in addition to current entitlement will be required to negotiate an annual leave plan with their manager that reduces their outstanding balance over a reasonable timeframe.

6.3 Sick Leave

- 6.3.1 From commencement employees shall be entitled to ten days sick leave per annum for situations where the employee, their spouse, or a dependent is sick or injured. This entitlement shall be pro-rated for part-timers, subject to not reducing below the statutory minimum, and shall accumulate without limit.
- 6.3.2 Sick leave will not apply where an employee is receiving compensation in terms of the Accident Rehabilitation and Compensation Insurance Act 1992 and subsequent amendments.
- 6.3.3 Sick leave may be taken for part days, with the actual hours taken deducted, provided that an

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- absence on any day of 4 hours or more shall count as one whole day.
- 6.3.4 On the first day of absence employees must advise their Line Manager as soon as possible that they will be absent, preferably prior to their scheduled start time, and thereafter keep the employer informed of their progress and expected date of return to work
- 6.3.5 Medical certificates may be required to support sick leave in accordance with the Holidays Act 2003 and its amendments. Where sick leave entitlement is exhausted then a medical certificate may be required at the discretion of the employer.
- 6.3.6 An employee may also be required to submit to a medical examination to ensure there are no relevant health and safety or hygiene reasons that would prevent them from working.
- 6.3.7 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in subclause 6.3.1. Where such a request is denied the reason/s for that denial will be provided.
- 6.4 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas**
- 6.4.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer subject to the provision of the Holidays Act 2003 and its amendments.
- 6.4.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, then bereavement leave will be granted in terms of subclause 6.4.1 above.
- 6.5 Parental Leave**
- Parental Leave shall be granted in accordance with the provisions of the Parental Leave and Employment Protection Act, 1987 and its amendments.
- 6.6 Jury Service Leave**
- Where the employee is obliged to undertake jury service or has been subpoenaed to appear before the Court as a witness, the difference between the fees or witness expenses (excluding reimbursing payments) paid by the Court and the employee's ordinary daily pay shall be made up by the employer provided that the employee produces the Court expenses voucher to the employer and that the employee returns to work immediately on any day he is not actually serving on a jury or required as a witness.
- 6.7 Wellness Day**
- Subject to the operational requirements of the employer, each employee is entitled to take one day of sick leave per annum as a wellness day (pro rata for part-timers) provided that the employee notifies the employer at least the day before the entitlement is to be taken.
- 6.8 Long Service Leave**
- 6.8.1 An employee shall be entitled to long service leave after continuous service with the employer as follows:
- At 15 years service— two weeks leave,
 - At 20 years service— three weeks leave,
 - At 30 years service— four weeks leave.
- This shall be taken within five years of the entitlement arising or will be forfeited.

7 HEALTH & SAFETY

7.1 Commitment to Healthy and Safe Work Practices

7.1.1 The provisions of the Health and Safety at Work Act 2015 shall apply. The parties are committed to ensuring that the provisions of the Act are met and that safe and healthy work practices are observed at all times.

7.1.2 When an employee is engaged in any work which might involve a hazard to the health and safety of the employee, the employer shall provide clothing or equipment appropriate for the protection of the employee from such hazard, and this equipment must be used. Should the employee fail to use the safety clothing and equipment so provided, it may be deemed to constitute misconduct or serious misconduct.

7.2 Uniforms and Equipment

7.2.1 The employee shall wear a uniform provided by the employer. Footwear will be provided by the employer and replaced on an as required basis based on reasonable wear and tear.

7.2.2 The employer shall have the right, in accordance with the provisions of clause 3.2.3, to deduct from the wages and all other monies due to the employer at the date of termination of employment the reasonable cost, after allowing for fair wear and tear, of any articles of clothing supplied or paid for by the employer and not returned by the employee.

8 INCAPACITY

If as a result of physical or mental incapacity the Employee is unable to perform the duties of the position, and is unlikely to recover the capacity to perform those duties within a three month period, the Employer:

- (a) Will consult with TIASA and the Employee;
- (b) May require the Employee to undergo a medical examination, at the Employer's expense by a health professional nominated by the Employer; and
- (c) Will take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the Employee and apply one or a combination of the following options:
 - No further action under this clause;
 - The formulation of a professionally facilitated return to work plan;
 - Redeployment;
 - Proportional Employment;
 - An agreed period of leave without pay up to one year may be considered where written advice from a health professional indicates that the employee will be able to return to full duties within a 12 month period. The length of leave without pay will be determined on a case by case basis;
 - Terminate employment by giving one month's written notice
Noting that if the Employee chooses not to consult or be examined by a health professional as requested, the employer may make a decision based on the information available drawing whatever inferences are appropriate and reasonable in the circumstance,
 - Where the employment is terminated under this clause the Employee will be entitled to be paid all the remaining sick leave.

9 TERMINATION OF EMPLOYMENT

9.1 Resignation / Dismissal

9.1.1 One month's notice of termination of employment shall be given by either party, except in cases where the employee is dismissed for serious misconduct.

9.1.2 The notice provisions in 9.1.1 may be varied by agreement between the employee and employer.

9.1.3 All the employer's property held by the employee shall be returned before the final payment of wages is made. Non-compliance of this provision may result in the value of any unreturned

- 9.1.4 property owned by the employer being deducted from the employee's pay.
All monies due will be in the following pay run.

9.2 Abandonment of Employment

If the employee is absent from work for a continuous period exceeding three working days without the consent of the employer, or without notification to the employer, or without just cause, then the employee shall be deemed to have terminated their employment without notice, provided that the employer takes all reasonable steps to contact the employee.

9.3 Redundancy

9.3.1 These provisions only apply to permanent employees. They shall not apply to employees who are casual or have reached the expiry of a fixed term appointment.

9.3.2 A redundancy exists when the employer, having completed a review that included consultation with affected staff and discussion with the union about the content and length of the review, decides that a position or number of positions is/are surplus to requirements. When a position has been declared redundant the employer will only effect termination where redeployment is not possible. Where the employee is terminated the employee shall either be given at least four weeks' notice, or paid four weeks in lieu of notice.

9.3.3 Where redeployment is applied and the new position is at a lower salary an allowance will be paid to preserve the salary at the rate paid immediately prior to redeployment. This allowance will be abatable and paid for no more than two years.

9.3.4 For the purpose of these provisions "salary" means taxable salary, exclusive of allowances. "Service" means continuous uninterrupted service with the employer immediately prior to the redundancy. Redundancy compensation will be paid according to the following formula:

- (i) 12 percent of salary for the preceding 12 months (or part thereof for employees with less than 12 months service); and
 - (ii) 4 percent of salary for the preceding 12 months multiplied by the number of years service minus one up to a maximum of 19; and
 - (iii) Where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- 9.3.5 Outstanding annual and long service leave will be cashed up separately.
- 9.3.6 Employees who are declared redundant will, subject to the operational needs of the employer, be entitled to time off to attend interviews, and upon request will be given a written reference by the employer.

10 EMPLOYEE TRANSFER PROVISION

From time to time ownership of the Institute, or some part of it, may change. The employer will provide the union and employees with an opportunity to be involved during such changes and will take any views into account before decisions are finalised. The employer will ensure that the union has access to all relevant information and sufficient time to make a meaningful contribution. Further to this:

- In negotiating with the prospective new employer the Institute's objective will be to arrange for employees continued employment by the new employer on their existing terms and conditions of employment.
- As soon as possible after the restructuring documents are signed, all staff and the union will be informed of the changes, whether staff will be offered employment by the new employer and the basis of any such offer, and the timetable for the transition.
- If an employee does not receive an offer of employment from the new employer then their employment with the Institute will end, in which case such employees will be eligible to redundancy notice and compensation in accordance with this Agreement.
- If an employee is offered employment by the new employer in a similar capacity, on substantially similar conditions of employment with service being regarded as continuous, such employees will not be entitled to notice of redundancy and compensation in accordance

with this Agreement.

NOTE: Some staff may be covered by the special additional provisions as specified in Part 6A of the Employment Relations Amendment Act (No 2) 2004.

11 REPRESENTATION

11.1 Right of Entry

Subject to the Employment Relations Act 2000 and any amendments, an employee representative shall, with the consent of the employer {which shall not be unreasonably withheld}, be entitled to enter at all reasonable times upon the premises of the employer for the purpose of interviewing any of its members.

11.2 Deductions

11.2.1 The employer will remit to the union any fees deducted from an employee's wages on their behalf.

11.3 Meetings

11.3.1 A stop work meeting is a meeting of employees and their authorised employee organisation. Every employee shall be entitled to attend paid stop work meetings of up to a maximum of four hours in each calendar year.

11.3.2 Employees shall give the employer 14 days notice of their intention to attend a stop work meeting and must provide proof of attendance at such a meeting at the request of the employer.

11.3.3 Employees shall, if the employer requires, arrange between themselves to have sufficient staff available to carry on essential operational requirements during the period of any such stop work meetings.

11.4 Employment Relations Education Leave

The provisions of Part 7 of the Employment Relations Act 2000 shall apply to this agreement.

12 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

12.1 This procedure applies to the settlement of all employment relationship problems and personal grievance matters. A personal grievance occurs when the employee feels aggrieved because of an action or actions, taken by the employer, which affects the employee. Such actions may include unjustified dismissal, unjustified disadvantage, discrimination, racial or sexual harassment, or duress because of membership or non-membership of the union. Any employee may use this procedure and may, at any point during the procedure, seek advice and/or representation from a third party such as a TIASA delegate or official.

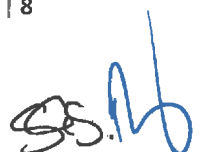
12.2 The employee should first raise the matter with her/his line manager. If this is inappropriate or does not resolve the matter s/he should raise it with the next reporting line of management. If the situation remains unresolved and s/he has not already done so, s/he may raise it with the appropriate Director.

12.3 If 12.2 does not resolve the matter the employee should write a letter to the Director, People and Culture explaining the details of the problem or grievance, why s/he feels aggrieved, and what solution s/he is seeking. People and Culture will arrange a meeting, which will include a Human Resources representative, the employee's manager, and the employee and their representative if they wish, to discuss the matters raised and if possible agree resolutions.

12.4 If after the meeting the employee still wishes to pursue a personal grievance, or if the process thus far has not been completed within a reasonable time, the employee must notify the employer in writing within 90 days of the original event. Failure to provide formal notice within the 90 day period will render the grievance void. It would be helpful to the resolution process if this notice included a summary of issues that have not been satisfactorily resolved.

21.5 Within 14 days of receiving the notice of a personal grievance the employer should advise the employee concerned in writing of its assessment of the situation. The employer may try to resolve the employment relationship problem/s again if s/he believes that there is a reasonable prospect of doing so.

12.6 The employee may file a personal grievance with the Mediation Service of the Ministry of



Business, Innovation and Education at any time subject to the Employment Relations Act 2000 and amendments, or with any alternative mediation provider that has been agreed with the employer.

- 12.7 In the case of alleged unjustifiable dismissal, an employee is entitled to request that the employer provide them with a written statement giving the reasons for dismissal. The employee is required to make this request to the employer within 60 days of being dismissed or becoming aware that they have been dismissed. The employer must provide a written statement within 14 days of receiving the employee's request.
- 12.8 In the event the matter is not resolved by mediation, the matter may be referred to the Employment Relations Authority for decision. Either party may appeal the decision of the Employment Relations Authority to the Employment Court.

13 CONFIDENTIALITY

Any information or knowledge acquired by the employee which arises from his employment with the employer shall remain the property of the employer, and its confidentiality shall be maintained during the period of employment and thereafter. All such information that is recorded or copied shall be returned to the employer upon request.

14 TERM OF AGREEMENT

This agreement shall come into force on 1 April 2017, and shall continue in force until 31 March 2018.

This agreement is signed by the parties as follows:



Gus Gilmore, for and on behalf of Manukau Institute of Technology

Date: 19.09.17.



Peter Joseph, for and on behalf of the Tertiary Institutes Allied Staff Association

Date: 12 September 2017

SCHEDULE A

SALARIES

Until employees reach the job rate they shall move up to the step above their current salary after a maximum of one year. The employer may withhold such increments if, in the employer's opinion, the employee's performance is unsatisfactory. When an increment is withheld the employee shall be advised in writing of the reasons. The employer may allow additional or accelerated salary steps.

	Salary as at 1 April 2016	plus 1.25% effective 1 April 2017	Hourly as at 1 April 2016	plus 1.25% effective 1 April 2017
Step 1	\$31,387.87	\$31,780.22	\$15.05	\$15.24
Step 2	\$31,807.18	\$32,204.77	\$15.40	\$15.59
Job Rate	\$32,747.36	\$33,156.70	\$15.86	\$16.06

ALLOWANCES

Type	Clause	Details	Taxable or Non Taxable	Frequency of Allowance
Meal	4.3.5	An employee who has been directed to work no less than two hours overtime after a break of at least half an hour or more on any one day.	\$15.00 non taxable	Per Day

MEMORANDUM OF UNDERSTANDING

It was agreed during negotiations in 2017 to enter discussions in the next negotiations (scheduled pre the conclusion of this agreement) around the options and opportunity for combining the Security, Allied and Cleaners Collectives



