



SOUTHERN INSTITUTE OF TECHNOLOGY

ALLIED STAFF COLLECTIVE AGREEMENT



1 July 2017

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1 PARTIES AND COVERAGE

1.1 The parties to the Collective Agreement are:

- The Chief Executive Officer, Southern Institute of Technology (employer) and
- The Tertiary Institutes Allied Staff Association (TIASA) Inc. (union)

The coverage of the Collective Agreement is:

All staff members that are employed in non-academic roles including, but not limited to: clerical, telephone services, secretarial administrative (eg financial, computing, marketing, PR, human resources, payroll, IT, public relations, student support, enrolments communications) library services, learning resources, technical support, reprographics, liaison (co-ordinators), mail processing, counselling, facility services, maintenance and supervision/management of the above types of work.

- The collective agreement does not include coverage of
- The Chief Executive Officer, Southern Institute of Technology, and,
 - Staff appointed to positions designated as senior positions in terms of Section 74D of the State Sector Act 1988, and
 - Academic Staff and Tutorial Assistants, and
 - Custodians/Cleaners/Groundspersons, and
 - Early Childhood Educators

1.2 For new employees the Employer will:

- i) inform the employee that this agreement exists and covers the work to be done by the employee; and
- ii) provide the employee with a copy of this agreement; and
- iii) inform the employee that she/he may join TIASA and advise the employee how to contact TIASA; and
- iv) inform the employee that if the employee joins TIASA she/he will be bound by the agreement; and
- v) inform the employee that their name will be advised to TIASA as a new SIT employee.

2 DEFINITIONS

"Employer" means the Chief Executive Officer of Southern Institute of Technology or any manager acting with his/her delegated authority.

"Employee" means a person employed under the terms of this agreement.

"Full-time employee" means an employee who undertakes the duties of a position for the normal hours of work (ie, 37.5 hours per week).

"Part-time employee" means an employee who undertakes the duties of a position of less than the normal hours of work.

"Temporary employee" means an employee:

- a) who is employed specifically to work on a non-recurring assignment for less than one year; or
- b) who is employed in a relieving capacity

3 TERMS OF EMPLOYMENT

1 TRIAL AND NOTICE PERIODS

- (a) At the discretion of the employer, every person (other than a temporary employee) who is first appointed, or reappointed after a break of employment from SIT may be required to undergo a trial period of three months. The trial period officially ends when the employee's position is confirmed or terminated in writing.
- (b) The employer must in writing either:
 - (i) confirm appointment, or
 - (ii) extend trial period for not greater than 3 months
 - (iii) terminate the appointment.

Any option taken must be with good reason.
- (c) If no such formal action is taken within two weeks of the trial period (including any extension) expiring, appointment to SIT is automatically confirmed.
- (d) Except as provided in (e) below, no part time or full time employee shall terminate their employment or have their employment terminated by an employer without at least one month's notice in writing, unless some lesser period has been mutually agreed.
- (e) For employees on trial and temporary employees two weeks' notice of termination of employment shall be given by either party.
- (f) An employer may, before the expiration of any notice given under subclauses (d) and (e) of this clause, and with the employee's consent pay to the employee concerned the salary he/she should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- (g) Nothing in (d) and (e) above shall preclude an employer from summarily dismissing an employee for serious misconduct. In every case an employee will be provided with written notice of the reason(s) for dismissal.

4 REMUNERATION

- 1 The parties commit to progressing the development of a new remunerations structure with a view to having a final proposal presented to SIT's Chief Executive and to TIASA members for consideration and acceptance, during the first year of the Agreement, with the agreed structure in place for the period commencing 1 November 2014.
- 2 Once accepted by the parties, implementation will be by way of variation to the Collective Employment Agreement.
- 3 All salaries shall be paid on a fortnightly pay cycle, not later than three working days after the end of the pay period, provided that wages shall be paid not later than Wednesday of the pay period. All salaries shall be paid by cheque or direct credit to the employee's nominated account, except in cases of emergency.

5 HOURS OF WORK

- 1 Normal hours of work for a full-time employee are 37.5 per week, ordinarily 7.5 per day continuous, with the exception of a meal break, between the hours of 7 am and 9 pm, Monday to Friday.

- 2 Specific hours of work for each employee will be as agreed with the employer from time to time.
- 3 A full-time employee shall be allowed two rest breaks of 10 minutes each day at times specified by the employer.
- 4 An employee working more than five hours per day shall be entitled to an unpaid meal break of at least 30 minutes and not more than one hour. The meal break shall be at times specified by the employer, usually between the hours of 12 noon to 2 pm.

6 OVERTIME

- 1 These provisions apply to all employees who are employed on a salary of less than \$50,000 from 1 July 2017 per annum (this salary shall be inclusive of any higher duties allowances) and who, with the prior authorisation of the employer, work in excess of the specific hours of work for the employee, as mentioned in Clause 5 (2).
- 2 Employees shall be compensated for authorised overtime after a minimum of 30 minutes overtime is worked by one of the following options which must be agreed with the employee when the overtime is authorised:
 - a) time off in lieu of one hour off for one hour worked; or
 - b) the payment of all overtime hours at a time-and-a-half of the employee's hourly rate of pay, except that double time shall be paid for all overtime worked as follows:
 - (i) Sundays, and
 - (ii) statutory holidays
- 3 Where time off in lieu as mentioned in sub-clause 2a) is taken, it must be taken at times convenient to SIT's operation and be arranged in advance.
- 4 Only in exceptional circumstances may time-in-lieu be carried longer than a month.
- 5 Time in lieu may be accumulated to a maximum of 37.5 hours. If the time in lieu is not able to be taken within six months of accumulation, it shall be paid for at time-and-a-half.

7 CALLBACK

Where an employee is called back to SIT after having completed their normal hours of work, the provisions of clause 6, "overtime", shall apply, with a minimum payment of three hours.

8 LEAVE

1 STATUTORY HOLIDAYS

The following shall be allowed in accordance with the Holidays Act 1981 and its amendments:

The following are recognised paid holidays:

- Christmas Day
- Boxing Day
- The day after Boxing Day
- New Year's Day
- The day after New Year's Day
- Good Friday
- Easter Monday
- Easter Tuesday
- Anzac Day
- Labour Day
- The Birthday of the Reigning Sovereign
- Waitangi Day
- Anniversary Day (or day observed in lieu of)

2 PAYMENT FOR STATUTORY HOLIDAYS

- (a) Where a statutory holiday falls on a day normally worked, it shall be paid for on the basis of ordinary hours.
- (b) In the event of a statutory holiday falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the succeeding Tuesday.

3 ANNUAL HOLIDAYS

- (a) Annual leave shall be five weeks after one year's service.
- (b) Leave year means a year ending on 30 November, except in the employee's first year of service.
- (c) Annual Leave shall be paid in accordance with the Holidays Act 2003 and its amendments.

4 INSTITUTE LEAVE

The non-statutory days between Christmas Day and New Year's Day shall be observed as paid Institute leave days, not counted against annual leave.

- 5 In exceptional circumstances, with the agreement of SIT and at times chosen to minimise impact on SIT's operations, annual leave or professional development leave may be accumulated.

9 SICK LEAVE

- 1 Subject to sub-clauses (2) to (11) of this clause, an employee who is absent from duty on account of sickness, or injury where compensation is not being paid in terms of the Accident Rehabilitation and Compensation Insurance Act 1992 shall be entitled to leave on full pay as prescribed in (10) below.
- 2 Subject to the provisions of sub-clause (3) below, each period of absence on sick leave shall begin on the first working day of the employee's absence from duty and shall end on the last working day before that on which duty is resumed. The sick leave for the period shall be reckoned in consecutive days, excluding Saturdays and Sundays, statutory holidays, or substituted succeeding days, where applicable, which may fall during the period.
- 3 Where an employee is absent on sick leave for less than one full working day, the employee shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours; the employee shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.
- 4 Subject to the provisions of (5) below, where for reasons of sickness an employee cannot attend at the place of employment at the time appointed, that employee must endeavour to send notice of absence to the employer within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30 am. Where absence on sick leave, whether with or without pay, extends beyond five consecutive days, the employee must produce to the employer a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 5 Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employer may at any time and at the employer's own expense, if warranted, require the employee to submit to medical examination by a medical practitioner nominated by the employer.

- 6 Sick leave with pay is not to be granted if the sickness or ill-health has been caused by the employee's own misconduct. To satisfy itself on that point the employer may arrange for an examination by a medical practitioner to be undertaken at the employee's residence. Any fee is payable by the employer which may be recovered from the employee if the report is not favourable.
- 7 Where an employee is incapacitated by sickness or accident arising out of and in the course of employment the provision of the Accident Rehabilitation and Compensation Insurance Act 1992 will apply. Any period for which the employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed in (10) below.
- 8 Whether or not sick leave entitlement has been exhausted, an employee may elect to have all or part of an absence on account of sickness debited against annual leave entitlement under clause 8.
- 9 Where an employee must, because of an emergency, stay home to attend to a member of the household who through illness becomes dependent on the employee, leave on full pay may be granted as a charge against the employee's sick leave entitlement. This person will in most cases be the employee's child or partner but may be another member of the employee's family or household.
- 10 The period of sick leave to which an employee is entitled shall be the amount specified below, less the total amount of sick leave already taken during that service:
- Sick leave calculated at 10 days per year of service accumulative up to a maximum of 195 days, except that in the first three years of employment, an employee may use up to three years' accumulated leave (30 days). Employees who have a sick leave entitlement of between 195 - 225 days at 1 July 2009 shall retain their accumulated sick leave as at that date.
- 11 In exceptional circumstances the employer may grant sick leave in advance and/or in excess of the periods prescribed in (10) above.
- 12 The entitlement under this clause is inclusive to and not in addition to any entitlements under statutory Acts.
- 13 Disregarded Sick Leave - up to five days per year. Where an employee becomes ill due to OOS or extraordinary and/or on-going illness directly related to his/her working environment, conditions of employment or nature of work, such illness to be verified by doctor's certificate, this sick leave is directly related to the workplace and therefore is not debited against normal sick leave entitlement.

10 BEREAVEMENT/TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS

- 1 An 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.
- 2 The entitlement under this clause is inclusive to and not in addition to any entitlements under statutory Acts.

11 PARENTAL LEAVE

- 1 A woman who is employed either part-time or full-time, employed for at least 20 hours a week for the preceding 12 months, will be eligible for parental leave (granted as leave without pay) for each birth that occurs whilst the employee is employed at SIT.

- 2 Leave of up to 12 months is to be granted to an employee with at least one year's service at the time of commencing leave.
- 3 For an employee with less than one year's service parental leave of up to six months is to be granted.
- 4 Where an employee who is entitled to parental leave of up to 12 months returns to duty, before or at the expiration of the leave period, she qualifies for a payment equivalent to 30 working days' leave on pay. This payment can be claimed upon the staff member's return to duty.
- 5 An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment provided in (4) above which her absence represents to 30 working days.
- 6 An employee who returns to work on a part-time basis qualifies for the payment provided in (4) or (5) above, as appropriate at the end of six months' service provided that she was previously employed on a full-time basis.
- 7 Subject to the provisions of (2) to (6) above, parental leave may be granted for each birth that occurs whilst the employee is employed by the employer. It is not to be granted as sick leave on pay or sick leave without pay. Time taken on parental leave will not generate annual leave or long service leave, but service shall be regarded as continuous. An application for parental leave must be made at least one month before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.
- 8 An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.

12 PATERNITY LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all male employees.

13 SERVICE

For the purposes of clauses 8, 9, 15 and 25, the following definition applies:

"Service", means the employee's continuous service at Southern Institute of Technology or any amount of relevant service agreed at the time of appointment or the amount of service accrued by existing staff members at the date of signing of this agreement.

- (i) continuous service for the purposes outlined above includes all periods of paid leave and would not be broken by but would not include all periods of:
 - * parental/paternity leave
 - * approved leave without pay
 - * breaks of not more than three months between employment within the polytechnic service.
- (ii) continuous part-time service for the polytechnic currently employing the staff member shall be aggregated as full-time equivalent service on a pro-rata basis.

14 SPECIAL LEAVE



An employer may grant special leave, with or without pay, on such terms and conditions as the employer decides.



15 LONG SERVICE LEAVE

- 1 Subject to the provisions of sub-clauses (2) to (6) below, an employee shall on the completion of 10 years' continuous service be granted two weeks' long service leave, a further two weeks' long service leave after 15 years, a further two weeks' long service leave after 20 years and a further two weeks' long service leave after 25 years of completed continuous service with full pay.
- 2 Each entitlement of long service leave shall be taken in a single period.
- 3 Subject to the provisions of (4) below, long service leave shall be forfeited if not taken within five years of the due date, however if a staff member resigns during the five year period, long service leave will be paid out, but the preferred option is for the leave to be taken.
- 4 An employee who is working reduced hours or is employed part-time and who takes long service leave shall receive a pro rata reduction of salary while on leave but not of the number of leave days.
- 5 If a married employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's spouse or the estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the employee in respect of long service leave.

16 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 1 Leave on pay - Where a holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday, which is not to be debited against such leave.
- 2 Leave without pay - An employee shall not be entitled to payment for a statutory holiday during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed. This shall also apply to periods of sick leave without pay.
- 3 Leave on reduced pay - An employee shall not be paid at ordinary time rate for a statutory holiday falling during a period of reduced pay.

17 EXPENSES

- 1 An employee will be reimbursed for actual and reasonable costs involved when travelling and working in an authorised capacity on the employer's behalf.
- 2 **Meal Allowance**
An employee who has been directed to work not less than two hours overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought shall be paid a meal allowance of \$15.00
- 3 **Motor Vehicles allowance**
SIT policy and procedure applies.
- 4 At SIT's discretion, expenses incurred in caring for dependants may be claimed where an away-from-home or other than routine employment requirement arises such that the employee cannot make alternative arrangements for the care of his/her dependants without incurring extra expenses.



18 TEA PROVISION

The employer will be responsible for the cost of providing tea, coffee, milk and sugar each day for morning, midday, afternoon and evening tea breaks.

19 SPECIAL ALLOWANCE

The employer may grant an allowance to an employee performing special duties.

20 HIGHER DUTIES ALLOWANCE

The employer shall grant an allowance to an employee performing authorised higher duties and/or increased responsibilities. Assessment of the proportion of higher duties that are being undertaken will be agreed by the parties in advance.

21 PROTECTIVE CLOTHING

Where the employer considers it necessary, appropriate protective clothing will be provided which will remain the property of the employer. Such clothing will be replaced on a reasonable wear and tear basis.

The provisions of the Health and Safety in Employment Act 2003 apply, including VDU provisions, as outlined in SIT's policy and procedures.

22 LAUNDERING OF PROTECTIVE CLOTHING

Protective clothing which an employee is required to wear in the course of work may be laundered, where deemed by the employer to be appropriate, at the employer's expense.

23 SAFETY FOOTWEAR

- 1 An eligible employee is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.
- 2 Where an eligible employee, with the employers' prior approval to a specified amount, buys their own metal toe-capped safety footwear and produces a receipt to the employer they may be reimbursed the actual and reasonable costs.
- 3 The entitlement to this reimbursement payment shall be limited to one per year except that in those instances where the employer is first satisfied that due to genuine wear and tear an employee's safety footwear should be replaced within the one year period, the employer may reimburse the employee for an additional pair of safety footwear in terms of (2) above.
- 4 An employee receiving reimbursement under (2) above who ceases to be employed by the employer before completing 12 months' continuous service shall refund to the employer one-twelfth of the initial cost reimbursed for each incomplete month of the 12 month period.

24 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

Employment relationship problems include personal grievances (ie claims of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment or duress in relationship to membership of a union or employee organisation), disputes about the interpretation, application or operation of an employment agreement, and any other problem arising out of the employment relationship between an employee and the employer not being a problem relating to the fixing of new terms and conditions of employment.

An employee who believes s/he has an employment relationship problem should, with the assistance of TIASA if s/he chooses, raise the problem with his or her manager or Human Resources.

Both the employee and employer should try to resolve the matter in an interest based manner as soon as possible.

An employee who believes s/he has a personal grievance must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the latter. A written submission is strongly encouraged.

The employer will attempt to solve the matter through discussion of the facts so that any assumptions or misunderstandings can be resolved. This can be done either directly or through our representatives. The employee is encouraged to have a TIASA representative, friend, relative or colleague with them during the discussion.

If resolution is not achieved through discussion, either the employee or the employer or both parties jointly, may apply for mediation assistance from the Department of Labour.

If resolution is not achieved through mediation, the employee may apply to the Employment Relations Authority for investigation and determination.

In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the employer to the Employment Court.

25 RESTRUCTURING AND SURPLUS STAFFING PROVISIONS

CONSULTATION AND COOPERATION

- 1
 - a) The parties to this Agreement commit to identifying and implementing ways of improving the consultation process.
 - b) The TIASA Chief Executive and the Chair of the SIT Branch will be notified by the employer:-
 - (i) at an early stage of any review by SIT of the whole or part of the Institutes organisational structure or function, which may result in significant changes to the structure, staffing, or work practices affecting staff.
 - (ii) When there has been a reduction in demand for a course(s)/services sufficient to affect the structure, staffing or work practices of staff.
 - c) The Employer will provide TIASA with an opportunity to be involved in any review.

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

- 2 Redundancy is a situation where the employer has staff surplus to its requirements due to the sale, merger, transfer, contracting out or outsourcing of all or part of the business.
- 3 The employer recognises the serious consequences that the loss or change of employment can have on individual employees and seeks to minimise those consequences. In the event of the sale, merger, transfer, contracting out or outsourcing of all or part of the business the employer will make every endeavour to ensure that employees are offered ongoing employment on no less favourable terms and conditions of employment.



- 4 Where the employee's employment is being terminated by the employer by reason of (1) above, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if the employee has received an offer of employment in the same capacity in which the employee was employed, on no less favourable terms and conditions of employment, and treating the employee's service as continuous, or in a capacity that the employee is willing to accept.
- 5 In the event of a redundancy situation occurring the employer shall advise the Chief Executive Officer of TIASA, the Chairperson of the local branch of the Association and the staff affected not less than three months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties.

At that time SIT will provide the Association with the following details:

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

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

OPTIONS

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

- (v) attrition
- (vi) redeployment
- (vii) enhanced early retirement
- (viii) retraining
- (ix) severance

The aim will be to minimise the use of severance. Where the other options are inappropriate to discharge the surplus the option of severance will be made available.

Employees who are offered a position within SIT which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

CONDITIONS APPLYING TO OPTIONS

Attrition

Attrition means that as employees leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotion.

Redeployment

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

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment

The salary can be preserved in the following ways:

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

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

Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee's prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may be paid by the employer, shall not exceed 100% of the value of the severance payment the employee would be entitled to. The parties agree that retraining is a worthwhile and efficient option and should not be unreasonably withheld.

Enhanced Early Retirement

This option provides for an employee to be paid the money available under the severance option which may, if the employee so desires, be used to make up the annual superannuity payable. Employees are eligible if they are 50 years of age or more and have 10 years' total service at Southern Institute of Technology. Services does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

Enhanced early retirement may be made available at the discretion of the employer at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment or reassignment.

Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this clause means service as defined in Clause 13 of the Southern Institute of Technology Allied Staff Collective Employment Agreement.
- (c) "Continuous Service" for the purpose of (a) and (b) above includes all periods of paid leave and would not be broken by, but would not include all periods of parental/paternity leave, and all other approved leave without pay.
- (d) Payment will be made in accordance with the following:
- (i) 16 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 of 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.
- (e) Outstanding annual leave and long service leave shall be separately cashed up.

Rights of Employees Declared Surplus

Time off to attend interviews

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

References

The employee shall supply to all redundant employees a letter of reference.



Counselling

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

An employee who is declared surplus and who is on parental leave, absence due to extended illness and/or Accident Compensation, special leave without pay or on secondment shall be entitled to the severance compensation prescribed in this agreement.

26 STATUTORY EMPLOYMENT PROTECTION PROVISION

- 1 If the employer enters into any contract or arrangement with any person (the "new employer") under which the whole or part of the employer's business is undertaken for the employer by the new employer, or if the employer sells or transfers the whole or part of its business to the new employer, the employer, if required by law, will:
 - a) seek to raise for discussion with the new employer prior to such restructuring the extent to which restructuring may affect employees; and
 - b) where employment may be affected, advise the outcome of this to TIASA.
- 2 In the circumstances stated in (1) above, matters which the employer will seek to raise in discussions with the new employer will include:
 - a) whether or not the new employer will make offers of employment to the employer's employees and if so, whether employees will be offered employment in the same capacity;
 - b) whether the conditions of employment offered will be the same or no less favourable than the employee's conditions of employment; and
 - c) whether service with the employer will be treated as continuous service with the new employer.
- 3 At the time of any such restructuring, the employer, if required by law, will:
 - a) review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the new employer, by considering the employment agreement of that employee together with the employer's employment policies existing at the time and the employee's personnel records; and
 - b) notify individual entitlements to TIASA.

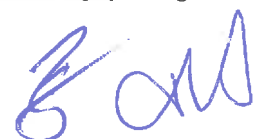
27 TIASA FEE DEDUCTIONS

The employer shall deduct union fees, as requested in writing by the employee and forward these to TIASA.

28 RIGHT OF ACCESS

- 1 Subject to the Employment Relations Act 2000 and amendments, an authorised officer (who may be the Chief Executive or Employment Relations Advisor or a designated representative) of TIASA shall, with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter the premises at all reasonable times for purposes related to the employment of its members and/or for purposes related to the union's business.
- 2 Upon request from TIASA, names of new employees, who agree to have their names forwarded, shall be supplied to TIASA.

29 GOOD EMPLOYER



The employer acknowledges the obligation under the State Sector Act 1988 to be a good employer within the meaning of that Act.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, located in the bottom right corner of the page.

30 POLICY AND PROCEDURES

The employer will issue and review from time to time policy and procedures and employees are expected to comply with these. Such policies and procedures will not override this Agreement.

31 CHANGES AND VARIATION TO COLLECTIVE AGREEMENT

The employer and employees acknowledge that circumstances may arise during the term of this agreement that warrant variation of this agreement with respect to either all employees or any number of employees covered by this agreement.

Providing the employer and 70% of the directly affected employee parties agree, this agreement may be varied during its term. Such changes and variations must be agreed in writing.

For the purposes of this clause "employees directly affected" shall mean those employees whose terms and conditions of employment will be amended by the proposed variation.

32 PROFESSIONAL DEVELOPMENT AND TRAINING

- (a) An employee shall be allocated at least five days, or 37.5 hours, in each full year for which they are employed, for approved development and training activities which can reasonably be construed as work related. Such activities may include personal growth, career and professional development.

This shall be subject to:

- (i) the agreement of a programme of activities with the employer. Such agreement will not be unreasonably withheld.
- (ii) reasonable notice being given of proposed activities, and the timing of the programme being made with due regard to SIT's operational requirements.
- (b) If a programme of development and training activities is not agreed or achieved the employee shall undertake normal duties.
- (c) Southern Institute of Technology may allocate a grant of up to \$600 towards actual and reasonable expenses.

33 COMPASSIONATE GRANT

In the event of a TIASA member's death during his/her term of employment at Southern Institute of Technology, a compassionate grant equivalent to one month's salary for each 10 years of continuous service will be paid to the surviving partner or duly authorised agent for the member's dependants where there is no partner.

34 TIASA UNION MEETINGS

- 1 The employer shall allow every union member to attend union meetings up to a maximum of four hours in each calendar year. Any ratification meetings are additional paid meetings.
- 2 TIASA shall give the employer at least 14 days' notice of the date and time of any meeting to which subsection (1) applies.
- 3 TIASA shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting to which subsection (1) applies, including, where appropriate, an arrangement for sufficient TIASA members to remain available during the meeting to enable the employer's operations to continue.

- 4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any employee for a period greater than two hours in respect of any meeting.
- 5 TIASA shall supply the employer with a list of members who attended the meeting and shall advise the employer of the duration of the meeting.
- 6 During SIT's annual budgeting round, applications for leave on pay shall be submitted from TIASA for:

"Each year up to 12 days leave with pay may be granted to cover attendance at TIASA conference and participation in National Executive Meetings". This will be increased by a further three days if a National Executive Member is employed by Southern Institute of Technology.

Such applications should be sensitive to the operational requirements of SIT. Such applications shall be given fair and reasonable consideration by SIT. Agreement shall not be unreasonably withheld.

35 HEALTH AND SAFETY

The parties to this agreement express their commitment to the pursuit of health and safety in employment. The parties shall endeavour to meet their obligations under the Health and Safety in Employment Act 2003 and all other health and safety legislation promulgated.

36 SALARY PROFILE

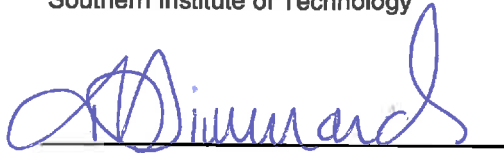
A profile of salaries paid to employees under the collective agreement shall be made available to TIASA at the end of each financial year.

37 TERM OF AGREEMENT

This agreement shall come into force on 1 July 2017 and shall continue in force until 30 June 2019.

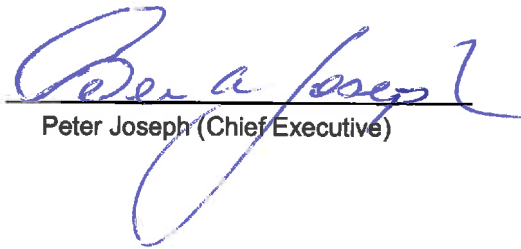


Signed for and on behalf of
Southern Institute of Technology



Penny Simmonds (Chief Executive)

Signed for and on behalf of
TIASA



Peter Joseph (Chief Executive)

Dated this 21st day of August ~~2015~~ 2017

SCHEDULE ONE

Salary Increases applicable during the term of the agreement are:

5 July 2017 all salaries and rates will increase by \$1,100 (pro-rata)

4 July 2018 all salaries and rates will increase by \$1,100 (pro-rata)

