



UNITEC NEW ZEALAND LIMITED

ALLIED STAFF

COLLECTIVE AGREEMENT

Commences 16 June 2021

Expires 31 December 2022

1.0 AGREEMENT COVERAGE

- 1.1 Parties
- 1.2 Coverage Clause
- 1.3 Cessation of Coverage
- 1.4 Variation of the Agreement
- 1.5 Policies

2.0 DEFINITIONS

3.0 TERMS OF EMPLOYMENT

- 3.1 Termination of Employment
- 3.2 Retiring Leave
- 3.3 Professional Development

4.0 SALARIES

- 4.1 Rates
- 4.2 Grading
- 4.3 Increments
- 4.4 Performance Recognition
- 4.5 Payment of Salaries

5.0 HOURS OF WORK

- 5.1 Weekly Hours
- 5.2 Work Breaks
- 5.3 Tea Provision

6.0 OVERTIME AND PENAL TIME

- 6.1 Overtime and Penal Rates
- 6.2 Time off in Lieu of Overtime
- 6.3 Management of Overtime/ Time off in Lieu
- 6.4 Limits on Payment of Overtime/ Time off in Lieu
- 6.5 Limits on Unbroken Work
- 6.6 Call Back

7.0 LEAVE

- 7.1 Service for Leave Purposes
- 7.2 Public Holidays
- 7.3 Holidays Falling During Leave or Time Off
- 7.4 Time Off for Working on a Holiday
- 7.5 Annual Leave
- 7.6 Sick Leave
- 7.7 Bereavement/Tangihanga for Death in New Zealand or Overseas
- 7.8 Primary Carer's Parental Leave
- 7.9 Partner's Parental Leave
- 7.10 Family Violence Leave
- 7.11 Other Leave
- 7.12 Long Service Leave

8.0 ALLOWANCES AND EXPENSES

- 8.1 Travelling Expenses
- 8.2 Meal Allowance
- 8.3 Motor Vehicle Allowance
- 8.4 Special Allowance
- 8.5 Higher Duties Allowance
- 8.6 Removal Expenses
- 8.6A Reimbursement of Professional Affiliation Fees

9.0 HEALTH AND SAFETY

- 9.1 Commitment to Healthy and Safe Work Practices
- 9.2 Protective Clothing and Equipment
- 9.3 VDU Agreement
- 9.4 Sexual and Racial Harassment

10.0 CONFIDENTIALITY

11.0 PROCEDURE FOR RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

12.0 SAVINGS CLAUSE

13.0 ORGANISATIONAL CHANGE

- 13.1 Intent
- 13.2 Application
- 13.3 Definition
- 13.4 Procedures
- 13.5 Options
- 13.6 Statutory Employee Protection Provision
- 13.7 Technical Redundancy Situations
- 13.8 Rights of Employees Declared Surplus

14.0 UNION MATTERS

- 14.1 Right of Access
- 14.2 Stopwork Meetings
- 14.3 Union Fee Deductions

15.0 TERM OF THE AGREEMENT

16.0 PASS ON

17.0 ATTESTATION

SCHEDULE A -	Allied Salary Scale
SCHEDULE B -	Retiring Leave
SCHEDULE C -	Re-grading of Positions of Employees Covered by This Agreement
SCHEDULE D -	Performance Recognition for Employees Covered by This Agreement
SCHEDULE E -	Visual Display Unit Agreement
SCHEDULE F -	Penal Rates and Working Days for Named Employees
SCHEDULE G -	Procedure for Resolution of Employment Relationship Problems

1.0 AGREEMENT COVERAGE

1.1 Parties

This Collective Agreement is made under the Employment Relations Act 2000 between: the Chief Executive, Unitec New Zealand Limited (“the Employer”) and the Tertiary Institutes Allied Staff Association (“TIASA”).

1.2 Coverage Clause

1.2.1 This Agreement covers Employees who are employed in allied staff work including, but not limited to: administrative, clerical, technical (including maintenance), library, supervisory-management, counselling, occupational safety and health nurses, IT, grounds work, and (subject to clause 1.2.2 and 1.2.3 and all specific exceptions noted in this Agreement) shuttle bus drivers and Sports Centre Administrative Staff. For the avoidance of doubt, the following Employees, types of Employees and types of work are specifically excluded from coverage of this Agreement:

- a. the Chief Executive and those who are appointed to senior positions in terms of section 594 of the Education and Training Act 2020, and
- b. Employees employed in management positions or as managers designated at the maximum of Grade 6 or above Schedule A, and
- c. all staff employed in the Sports Centre, except administrative staff, and
- d. security staff

1.2.2 The following provisions of this Agreement shall not apply to shuttle bus drivers:

- a. Sub-clauses 6.1.1, 6.1.2 and 6.1.3 (Overtime and Penal Rates)
- b. Sub-clause 6.2.1 (Time Off in Lieu of Overtime)

1.2.3 The following provisions of this Agreement shall not apply to Sports Centre Administrative staff

- a. Sub-clause 6.1.1 (d) (i), 6.1.2 (Overtime and Penal Rates)

1.3 Cessation of Coverage

Any Employee

- a. who ceases to be a member of TIASA; or
- b. whose work is no longer work that comes within the coverage of this Agreement; or
- c. who ceases to be an Employee of the Employer

shall cease to be covered by this Agreement.

1.4 Variation of this Agreement

This Agreement may, during its term or any further period it continues in force pursuant to section 53 of the ERA, be varied at any time by agreement in writing signed by the authorised representatives of the parties.

1.5 Policies

Employees acknowledge the right and responsibility of the Employer to develop policies in order to manage Unitec. The Employer will consult with TIASA about the Employees' collective employment interests and in the development of policies affecting those interests.

2.0 DEFINITIONS

“Casual Employee” means an Employee who works for one engagement or a series of engagements on an as required basis with no expectation of on-going work; and the term “casual employment” has a corresponding meaning.

“Employee” means a person employed under the terms of this Agreement.

"Employer" means the Chief Executive of Unitec, or any manager acting with his/her delegated authority.

"ERA" means the Employment Relations Act 2000, as amended from time to time.

"Existing Members" refers to Unitec Allied staff who were bound by the Allied Staff Collective Agreement at 14 February 2013 and who remain bound by that agreement at the date of ratification.

"Fixed Term Employee" means an Employee employed on a fixed term as provided in section 66 of the ERA.

"Full-time Employee" means an Employee who undertakes the duties of a position for the ordinary hours of work (i.e. 37.5 hours per week).

"Grade" means a division of a salary scale in respect of which a particular salary or range of salaries is payable.

"Hourly-paid Employee" means an Employee who works on an as-required basis and is paid by the hour; and the term "hourly-paid employment" has a corresponding meaning.

"New Members" refers to either new Unitec Allied staff or current Unitec Allied staff on individual employment agreements that joined TIASA on or after 14 February 2013.

"Nine-hour break" means a period off duty of nine consecutive hours.

"Ordinary hours of work" means the hours worked by the Employee in accordance with clause 5.1.

"Ordinary pay" means the salary provided for in Schedule A and paid for ordinary hours worked.

"Ordinary time rate" is the annual salary divided by 1955.36, which is paid for each hour worked.

"Overtime" means the authorised time worked outside the provisions of Clause 5.1.1 of this Agreement.

"Part-time Employee" means an Employee who undertakes the duties of a position for less than the ordinary hours of work (i.e. 37.5 hours per week).

"Permanent Employee" means an Employee who is employed for an unlimited term, whether part time or full time.

"Polytechnic" means polytechnics, institutes of technology, technical institutes and community colleges, and any corporation, trust or enterprise established by the Employer or the governing body of the Employer party to this Agreement.

"Temporary Employee" means a fixed term Employee.

"Unbroken work" means ordinary work, which is separated from the preceding period of ordinary work by less than a nine-hour break.

"Union" means the Tertiary Institutes Allied Staff Association (TIASA).

3.0 TERMS OF EMPLOYMENT

3.1 Termination of Employment

- 3.1.1 The Employer or Employee may terminate the employment by giving one month's prior written notice, or such lesser or longer period as agreed in writing between the Employer and the Employee. In the case of redundancy, notice shall be two months.
- 3.1.2 Once notice of termination has been given by the Employer or the Employee, the Employer may elect to pay the Employee in lieu of all or part of their notice period and/or may require the Employee not to work during all or part of their notice period.
- 3.1.3 Nothing in sub-clause 3.1.1 above shall preclude the Employer from summarily dismissing an Employee for serious misconduct. In every such case an Employee will be provided with written notice of the reason(s) for dismissal.

3.2 Retiring Leave

- 3.2.1 It is agreed that Employees may retire from employment at any time after having qualified for national superannuation. Where the Employee has provided the Employer with a medical opinion from a registered medical practitioner nominated by the Employer, the Employer may permit an Employee to retire prior to qualifying for national superannuation.
- 3.2.2 Only Employees engaged as at 16 September 1998 will be eligible for retiring leave subject to meeting the provisions of Schedule B.

3.3 Professional Development

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 a responsibility to ensure that Employees receive appropriate opportunities for professional development. To this end, the following provisions are agreed between the parties.

- 3.3.1 Permanent Employees shall be entitled to 5 days professional development per annum [pro rata for part-time Employees] subject to:
- i) The Employee having submitted a written professional development plan to the Employer.
 - ii) The Employer having agreed to the plan; such approval shall not be unreasonably withheld.
 - iii) Reasonable notice being given of the proposed activities.
 - iv) Timing of the activities being set with due regard for Unitec's operational requirements.
- 3.3.2 With the written consent of the Employer, the Employee may accumulate professional development time over a number of years for a specified professional development programme. Where the consent of the Employer is not obtained professional development time shall be forfeited at the end of the year to which it relates. For the purpose of this clause the end of the year is December 31st.
- 3.3.3 The Employer will facilitate the professional development of Employees covered by this Agreement to the extent provided in, and in accordance with any Unitec policy that may be promulgated from time to time.

4.0 SALARIES

4.1 Rates

- 4.1.1 The annual salaries for Full-time Employees and the hourly rates for Full-time Employees, Hourly-Paid Employees and Casual Employees are listed in Schedule A of this Agreement.
- 4.1.2 The annual salaries of Part-time Employees will be paid in accordance with Schedule A of this Agreement, pro-rated to the number of hours ordinarily worked.

4.2 Grading

4.2.1 Positions shall be graded in the manner provided in Schedule C.

4.2.2 Where the Employer considers that the job evaluation system provided in Schedule C is unsuitable for any particular position required to be evaluated under this Agreement, the Employer and the Union may agree to use an alternative system by which to determine the salary to be paid in relation to that position.

4.3 Increments

4.3.1 Where the Employee holds a position in Grades 1 to 4 inclusive and is not being paid at the highest of the incremental steps (step 4), the Employee shall, after 12 months on a step, move to the salary step above, provided that the Employee's performance is satisfactory.

4.3.2 Provided there is evidence that the Employer has applied the principles outlined in Unitec's performance and development management policy, the Employer may decide not to move the Employee to the next salary step within the salary grade relevant to the Employee's position. In such cases the Employer shall advise the Employee of the reason(s) in writing.

4.3.3 The Employer may allow additional or accelerated salary steps.

4.4 Performance Recognition

Salary movement beyond the automatic increments in Grades 1-4 and within Grades 5-7 will be as provided in Schedule D.

4.5 Payment of Salaries

4.5.1 Salaries shall be paid fortnightly by direct credit to a bank account nominated by the Employee not later than 3 working days following the end of the pay period.

4.5.2 The Employer shall be entitled to make a rateable deduction from the Employee's salary or wages for payment of goods and services supplied, time lost through the Employee's own default, sickness or accident, absence by agreement or at the Employee's own request.

Deductions in accordance with this clause relating to a particular pay period may be made from wages relating to the next or following pay period(s).

5.0 HOURS OF WORK

5.1 Weekly Hours

5.1.1 Existing Members

Ordinary hours of work for a full-time Employee shall be 37.5 (47.5 per week for a full-time Employee who is employed as a shuttle bus driver) per week and shall normally be worked on 5 consecutive 7.5 hour days (5 consecutive 9.5 hour days for a full-time Employee who is employed as a shuttle bus driver), Monday to Saturday, between 7am and 9pm (Monday to Sunday, between 5.45am and 10.30pm for an employee who is employed in the Sports Centre). Other working arrangements not exceeding 75 hours per fortnight (47.5 hours per week for a part-time Employee who is employed as a shuttle bus driver) may be agreed between the Employer and an Employee and TIASA.

5.1.2 New Members

Ordinary hours of work for a full-time Employee shall be 37.5 (47.5 per week for a full-time Employee who is employed as a shuttle bus driver) per week and shall normally be worked on 5 consecutive 7.5 hour days (5 consecutive 9.5 hour days for a full-time Employee who is employed as a shuttle bus driver), Monday to Sunday, between 7am and 9pm (Monday to Sunday, between 5.45am and 10.30pm for an employee who is employed in the Sports Centre). Other working arrangements not exceeding 75 hours per fortnight (47.5 hours per week for a part-time Employee who is employed as a shuttle bus driver) may be agreed between the Employer and an Employee and TIASA.

5.1.3 Subject to clauses 5.1.1 and 5.1.2, ordinary hours of work for part-time Employees shall be as agreed in writing between the Employer and Employee.

5.2 Work Breaks

5.2.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.

5.2.2 An Employee shall be allowed two rest breaks of 10 minutes each day, in the morning, afternoon or evening, at times specified by the Employee's Supervisor or Manager.

5.2.3 Each Employee shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.

5.2.4 No Employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

5.3 Tea Provision

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

6.0 OVERTIME AND PENAL TIME

6.1 Overtime and Penal Rates

6.1.1 *[Note: Clauses 6.1.1 does not apply to shuttlebus drivers, and clauses 6.1.1. (d) (i) and (ii) do not apply to Sports Centre employees]*

(a) Where an Employee's ordinary hours of work are 7.5 hours per day, overtime shall be paid at time and a half for the first three hours worked in excess of these 7.5 ordinary hours and double time thereafter.

(b) Where by agreement under clause 5.1.1 the ordinary hours of work of an Employee are greater than 7.5 hours per day, overtime shall be paid at time and a half for the first three hours in excess of such agreed ordinary hours per day and double time thereafter.

(c) Part-time Employees who work less than 7.5 ordinary hours per day will receive overtime payments in accordance with the provisions of clause 6.1.1 (a) for the hours worked in excess of a total of 7.5 hours worked on any working day.

(d)(i) An Existing Member who is required to work on a public holiday, or between the hours of 10pm and 6am on any day, or on Sundays shall be paid at double time.

(ii) An Existing Member who is required to work after midday on Saturdays shall be paid at time and a half.

(iii) For the avoidance of doubt, New Members will be paid at their normal rate of pay for work undertaken between the hours of 10pm and 6am on any day, after midday on Saturdays, or on Sundays. New Members will be paid time and a half for work on a public holiday.

(iv) Except as provided by law, an Employee who is employed on a casual basis is not entitled to penal rates.

6.1.2 *[Note: Clauses 6.1.2 does not apply to shuttlebus drivers and Sports Centre employees]* An Employee required to work overtime on Saturday, Sunday or a public holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

6.1.3 *[Note: Clauses 6.1.3 does not apply to shuttlebus drivers]* Overtime shall be calculated on a daily basis.

Overtime and Penal Rates for Employees Employed as Shuttle Bus Drivers

6.1.4 Overtime for an Employee who is employed as a shuttle bus driver shall be authorised time worked outside the ordinary weekly hours worked by the Employee.

6.1.5 Overtime for an Employee who is employed as a shuttle bus driver shall be paid at:

- a. the ordinary time rate where the Employee works 9.5 hours per day or less; and
- b. time and a half of the ordinary time rate for each hour worked in excess of 9.5 hours per day.

Payment of overtime shall be calculated on a daily basis subject to the actual ordinary hours being worked by an Employee who is employed as a shuttle bus driver in a day. Any absence or period of time off from work (including sick leave, bereavement leave, annual leave, unpaid leave and public holidays) shall not be counted as or included in the actual hours worked per day.

6.2 Time Off in Lieu of Overtime

[Note: Clauses 6.2.1 does not apply to shuttlebus drivers]

6.2.1 Instead of payment of overtime the Employee and Employer may mutually agree to time off in lieu, which shall be according to the following arrangements.

- a. Time off in lieu of overtime may be accumulated at the rate of one hour for every hour worked.
- b. The maximum accrual of time off in lieu shall be 37.5 hours at any one time, unless by prior mutual agreement to cover exceptional circumstances.
- c. Access to the taking of time off in lieu shall not be unreasonably withheld.
- d. Time off in lieu unable to be cleared may be cashed up at time and a half.

Time Off in Lieu of Overtime for Employees Employed as Shuttle Bus Drivers

6.2.2 Instead of payment of overtime (excluding time worked on a public holiday), an Employee who is employed as a shuttle bus driver and the Employer may mutually agree to time off in lieu, which shall be according to the following arrangements:

- a. Time off in lieu of overtime may be accumulated at the rate of one hour for every hour worked.
- b. The maximum accrual of time off in lieu shall be 9.5 hours at any one time, unless by prior mutual agreement to cover exceptional circumstances.
- c. Authorisation to the taking of time off in lieu shall not be unreasonably withheld.
- d. Time off in lieu that is unable to be cleared by such time as specified by the Employer may be cashed up at time and a half, at the Employer's discretion.

6.3 Management of Overtime/ Time off in Lieu

An Employee shall not work overtime without first obtaining the express approval of his/her manager. Where an Employee works a significant number of authorised hours in excess of the ordinary hours of work, on other than an irregular and infrequent basis, the Employer may investigate the cause of the requirement for such excess and take appropriate action, including an assessment of the workload involved where appropriate, to ensure that the Employee works only ordinary hours of work on a regular and frequent basis.

6.4 Entitlement to Overtime /Time off in Lieu

An Employee whose is employed at grade 4 and above is not entitled to any overtime payments or time off in lieu.

6.5 Limits on Unbroken Work

6.5.1 Wherever practicable, no Employee shall be required to perform unbroken work.

6.5.2 If unbroken work is performed it shall be paid at overtime rates, with regard to the time at which it occurs and the amount of overtime if any which precedes it.

6.5.3 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.

6.6 Call Back

- 6.6.1 Subject to the provisions of sub-clauses 6.6.2 and 6.6.3 below, where an Employee is called back to work after (i) completing the day's work, and (ii) leaving the place of employment, or is called back before the normal time of starting work and does not continue working until such normal starting time, the Employee shall be paid for a minimum of three hours, at the appropriate rate.
- 6.6.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 6.6.3 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the Employee had worked continuously from the beginning for the previous call back to the end of the latter call back.

7.0 LEAVE

The Employee can obtain further information about his or her entitlements under the Holidays Act 2003 from TIASA or the Ministry of Business, Innovation and Employment.

7.1 Service for Leave Purposes

For the purposes of Clauses 7.3, 7.5, 7.6 and 7.11, the following definitions apply:

- 7.1.1 In the case of Employees engaged by the Employer as at 15 August 1992, service shall be deemed to include all prior service as defined in Clause 15 "Service for Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152).
- 7.1.2 In the case of Employees engaged from 16 August 1992, service shall mean continuous service within the polytechnic sector.
- 7.1.3 "Continuous service", for the purpose of the provisions for long service leave shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months, other than an approved leave of absence without pay.
- 7.1.4 The term "week" means the number of days of the week on which the Employee normally works.
- 7.1.5 In any instance where an Employee has received a benefit for severance or early retirement from a previous Employer where such employment would otherwise qualify for "service" under sub-clauses 7.1.1 and 7.1.2 above, such employment which has been taken account of in calculating the benefit shall not be credited for "service" in any of the provisions of this clause.

7.2 Public Holidays and Additional Leave

7.2.1 Public Holidays

The following days shall be observed as public holidays (as listed in section 44 of the Holidays Act 2003):

- Christmas Day
- Boxing Day
- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Labour Day
- Auckland Anniversary Day (as observed)
- Matariki (from 2022)

- 7.2.2 In the event of a public holiday other than Anzac Day or Waitangi Day 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 Public holiday shall be observed on the succeeding Tuesday

7.2.3 Additional Leave

Employees shall be entitled to one additional day's leave on Easter Tuesday.

7.3 Holidays Falling During Leave or Time Off

7.3.1 Where a public holiday falls during a period of paid leave, whether annual leave, sick leave or special bereavement leave on pay, an Employee is entitled to that holiday, which is not to be debited against such leave.

7.3.2 An Employee shall not be entitled to payment for a public 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.

7.3.3 An Employee shall not be paid at ordinary time rate for a public holiday falling during a period of reduced pay.

7.4 Time Off for Working on a Holiday

7.4.1 Any Employee may be required to work on any of the days or substituted succeeding days set out in sub-clauses 7.2.1 and 7.2.2 above.

7.4.2 If, after either obtaining the approval of the Employee's manager, or if after being required to work, an Employee works on a public holiday or substituted succeeding day, overtime shall be paid in accordance with the provisions of clause 6.1 above and, if the day falls on a day that would normally be a working day for the Employee, a paid day's holiday in lieu shall be allowed on a later day which will be paid at the Employee's relevant daily pay for the normal hours usually worked on the day taken.

7.5 Annual Leave

7.5.1 Subject to the provisions of sub-clauses 7.5.2 to 7.5.5 below, an Employee shall be granted annual leave as follows:

(i) on completion of two years' service an Employee shall be entitled to five weeks annual leave each year; and

(ii) in any other case, four weeks annual leave on completion of each year's service.

7.5.2 The parties agree that unless impracticable to do so, an Employee should take all their annual leave in the year of entitlement.

7.6 Sick Leave

7.6.1 Subject to sub-clauses 7.6.2 to 7.6.11 below, an Employee who is absent from duty on account of sickness or injury, where compensation is not being paid to the Employee in terms of the Injury Prevention Rehabilitation and Compensation Act 2001 and subsequent amendments shall be entitled to leave on full pay as prescribed in sub-clause 7.6.9 below.

7.6.2 Subject to the provisions of sub-clause 7.6.3 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, providing that the Employee resumes work at his/her normal starting time. Sick leave for the period shall be reckoned in consecutive days, but excluding public holidays or substituted succeeding days, where applicable, which may fall during the period.

7.6.3 Where a full time 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.

7.6.4 Subject to the provisions of sub-clause 7.6.5 below, where for reasons of sickness an Employee cannot attend at the place of employment at the time appointed, that Employee must endeavour to give notice of absence to his/her supervisor or manager within 30 minutes (or one hour for an Employee who is employed as a shuttle bus driver) 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.

- 7.6.5 Where an Employee absent on sick leave is suspected of being absent from duty without proper 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.
- 7.6.6 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 or at the medical practitioner's offices. Any fee is payable by the Employer and may be recovered from the Employee if the report is not favourable.
- 7.6.7 Where an Employee is incapacitated by sickness or accident arising out of and in the course of employment the Injury Prevention Rehabilitation and Compensation Act 2001 and subsequent amendments will apply. Any period for which the Employee is receiving compensation in terms of this Act shall not be debited against sick leave entitlements prescribed in sub-clause 7.6.9 below.
- 7.6.8 Where an Employee must 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.
- 7.6.9 The period of sick leave to which an Employee is entitled shall be in accordance with the following provisions, less the total amount of sick leave taken by the Employee. Such entitlement shall be given and taken from part-time Employees as if they were full-time Employees.
- (a) An Employee who is employed by the Employer on or before 31 December 2006 shall retain the accrued sick leave entitlement they have as at the date.
 - (b) An Employee who is employed by the Employer on or after 1 January 2007 shall receive 10 days of sick leave on appointment.
 - (c) Subject to paragraph (d) of this sub-clause 7.6.9, the Employee will receive an additional 10 days of sick leave on each anniversary of the Employee's appointment from 1 January 2007.
 - (d) The Employee shall not accrue sick leave of more than 365 days.
- 7.6.10 In exceptional circumstances the Employer may grant sick leave in excess of the periods prescribed in sub-clause 7.6.9 above.
- 7.6.11 The sick leave entitlements specified in clause 7.6.9 are not in addition to the sick leave provisions of the Holidays Act 2003.

7.7 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

- 7.7.1 The Employer shall approve bereavement leave on pay for an Employee to discharge any obligation and/or to pay respects to a deceased person, including following a miscarriage or stillbirth, 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.
- 7.7.2 If a bereavement occurs while an Employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of sub-clause 7.7.1 above. This provision will not apply if the Employee is on leave without pay.

The bereavement leave entitlements specified in clause 7.7.2 are not in addition to the bereavement leave provisions of the Holidays Act 2003.

7.8 Primary Carer's Parental Leave

- 7.8.1 The provisions of the Parental Leave Employment Protection Act 1987 shall apply to all Employees who are the primary carer (as defined in that Act) together with the provisions set out in this clause.
- 7.8.2 An Employee who is employed either part-time or full-time, for an average of 10 hours a week for the immediately preceding 12 months, or the immediately preceding 6 months, is eligible for parental leave (granted as leave without pay) for each birth, adoption or other assumption of primary care of a child that occurs during their employment with the Employer.
- 7.8.3 Parental 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.
- 7.8.4 For an Employee with less than one year's service parental leave of up to six months is to be granted. The Employer at its discretion may grant an additional leave of up to six months.
- 7.8.5 Where, under the provisions of this Agreement, an Employee is entitled to parental leave of up to 12 months, they shall receive a parental leave grant equivalent to 6 weeks' salary provided that the Employee produces the birth certificate of the child, evidence of approved adoption placement or assumption of primary care of the child. Where an Employee and that Employee's partner are both entitled to 6 weeks' salary under this clause, then the Employer will only be liable to pay one grant of six weeks' salary to one of the Employees, as determined by the Employer.
- 7.8.6 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 sub-clause 7.8.5 above which their absence represents to 30 working days.
- 7.8.7 Parental leave is not to be granted as sick leave on pay or sick leave without pay. Annual leave due will not be required to be taken before the Employee proceeds on parental leave but may be held over and taken when the Employee returns to work.
- 7.8.8 An application for parental leave shall be given at least 3 months before the expected delivery date or date the Employee will assume care of the child. If the Employee is pregnant, this application must be supported by a certificate signed by a registered medical practitioner. The Employer and Employee may agree in writing to a shorter period of notice. On the recommendation of a registered medical practitioner an earlier commencement date will be accepted.
- 7.8.9 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.
- 7.8.10 In the event that any legislation applicable in New Zealand provides for paid parental leave to be paid to the Employee by the Employer, or for any payment of monies to be made to the Employee by the Employer in relation to parental leave, (including the birth or adoption of a child), the paid parental leave entitlements provided in sub-clauses 7.8.5 and 7.8.6 shall be inclusive of and not in addition to any payment entitlements contained in such legislation.
- 7.8.11 It is the intention of the parties that in the event that any legislation provides for any type of paid parental leave entitlement (to be provided to the Employee by the Employer, and not by the Government) that is of a different type or nature than the contractual paid parental leave entitlement provided for in sub-clauses 7.8.5 and 7.8.6, the Employee shall be entitled to the paid parental leave entitlement provided for in the legislation and the provisions of sub-clauses 7.8.5 and 7.8.6 shall not apply.

7.9 Partner's Parental Leave

The relevant provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all Employees who are partners of primary carers (as defined in that Act).

7.10 Family Violence Leave

The relevant provisions of the Holidays Act 2003 shall apply to all Employees affected by family violence (as defined in that Act). Additional leave entitlements may be granted, in accordance with Unitec's Domestic Violence Policy.

7.11 Other Leave

An Employer may grant other leave, with or without pay, on such terms and conditions as the Employer decides

7.12 Long Service Leave

7.12.1 Subject to the provisions of sub-clause 7.11.2, an Employee shall:

- a. on the completion of 10 years continuous service, be granted two weeks paid long service leave at ordinary rates of pay.
- b. on the completion of 15 years continuous service, be granted two weeks paid long service leave at ordinary rates of pay.

7.12.2 Long service leave must be taken either in one block of two week's leave or in two blocks of one week's leave.

7.12.3 Where practicable, the Employee shall take his or her long service leave within the year of entitlement, and in any event shall take such leave within two years of becoming entitled to such leave.

7.12.4 If an Employee dies after qualifying for long service leave but before the leave has been taken, the salary owing in respect of the long service leave shall be paid to the Employee's estate.

8.0 ALLOWANCES AND EXPENSES

8.1 Travelling Expenses

An Employee will be reimbursed for actual and reasonable costs involved when travelling on the Employer's behalf on proof of payment, or if staying privately an accommodation allowance of \$32.49 a night shall be paid to the Employee. This allowance will be increased to \$33.22 a night effective 12 June 2020.

8.2 Meal Allowance

An Employee who has been directed to work no 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 at the rate of \$14.18. This allowance will be increased to \$14.50 effective 12 June 2020.

8.3 Motor Vehicle Allowance

A motor vehicle allowance or equivalent fares may be paid to an Employee requested by the Employer to use his/her own vehicle in connection with the Employer's business. The allowance shall be paid at the IRD recommended rate per kilometre (as amended from time to time) for each qualifying kilometre.

8.4 Special Allowance

The Employer may grant an allowance to an Employee performing special duties.

8.5 Higher Duties Allowance

8.5.1 An Employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position may be granted a higher duties allowance to the equivalent of the difference between the Employee's current salary and the salary which would be received if the Employee were appointed to the higher graded position.

8.5.2 To qualify for payment of a higher duties allowance an Employee must perform the duties for five consecutive working days.

8.5.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.

8.6 Removal Expenses

Where an Employee is transferred to meet the convenience of the Employer, the Employee shall be paid reasonable removal and transfer expenses, including those of any dependent family. Removal expenses may be paid in circumstances other than those outlined above at the discretion of the Employer.

8.6A Reimbursement of Professional Affiliation Fees

An Employee who is required to pay a professional affiliation fee as a requirement of their employment shall, on production of a receipt/invoice, be reimbursed such fee provided that the amount of reimbursement does not exceed in total \$200 per annum.

8.7 Employees are required to submit their expense claims promptly after incurring the expense. In any event an Employee must claim reimbursement within 3 months. In the event that the Employee does not claim reimbursement within this period the Employer may, at its sole discretion, decline to reimburse the Employee.

9.0 HEALTH & SAFETY

9.1 General Obligations

Both the Employer and Employee will comply with their obligations under the Health and Safety at Work Act 2015. This includes the Employer ensuring, so far as reasonably practicable, the provision and maintenance of a healthy and safe working environment for the Employee. The Employee will take reasonable care for their own and others health and safety, and will comply with the Employer's health and safety instructions, policies and procedures.

9.2 Health and Safety Policies

The Employee shall ensure that they are familiar with and comply with the Employer's health and safety policies and any modifications to those policies that may be introduced from time to time.

9.3 VDU and Workstation Requirements

The provisions of the VDU Agreement as contained in Schedule E of this Agreement shall apply.

9.4 Managing Hazards in the Workplace

As part of the Employee's job, the Employee may come in to contact with significant hazards. The Employer will provide appropriate information, equipment and training for dealing with the identified hazards. The Employee shall take all reasonable precautions at all times when dealing with identified hazards to ensure that safe and appropriate practices are followed. In addition, the Employee shall comply with all health and safety directions.

Where necessary, appropriate protective clothing, foot wear and equipment will be provided which will remain the property of the Employer. Protective clothing, which an Employee is required to wear in the course of work, shall be laundered as necessary at the Employer's expense.

9.5 Sexual and Racial Harassment

The Employer does not tolerate or condone sexual or racial harassment in any form and will take whatever disciplinary action is appropriate in the circumstances, up to and including dismissal, against any Employee who is found to have sexually or racially harassed any other person. The Employee shall be familiar with and abide by the Employer's written sexual and racial harassment policy as promulgated from time to time.

10.0 Confidentiality

The employee will not record, publish or disclose any data which is confidential or commercially sensitive which they may acquire or have acquired during their employment with Unitec concerning

its business affairs, confidential matters, property, students, visitors or other staff of Unitec and ensure that Unitec information is used only for the purpose of your employment.

11.0 PROCEDURE FOR RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

The procedure set out in Schedule G to this Agreement shall apply in respect of the Resolution of Employment Relationship Problems.

12.0 SAVINGS CLAUSE

Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment of any worker employed under this Agreement.

13.0 ORGANISATIONAL CHANGE

13.1 Intent

The Employer recognises the consequences of the loss of employment for Employees and seeks to minimise those consequences by these provisions.

13.2 Application

These provisions do not apply either to Employees who have reached the expiry of a fixed term or temporary agreement, to casual or to hourly-paid Employees (as defined in clause 2.0 of this Agreement).

13.3 Definition

Redundancy is a situation where the position filled by the Employee has or will become surplus to existing requirements/needs of the Employer because of the re-organisation or closing down of the whole or any part of the Employer's operations.

13.4 Procedures

13.4.1 Consultation

The Employer will provide the union with an opportunity to be involved in any review that may result in surplus staffing. Should the review confirm a surplus-staffing situation, individuals who might be affected will be advised in writing of this and of their right to assistance from TIASA.

13.4.2 Notification

When, as a result of the processes above, specific positions are identified as surplus, the Employer will advise the National Office of TIASA and the chairperson of the local TIASA branch at the same time as the Employees affected are notified.

13.5 Options

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

- Attrition
- Redeployment
- Enhanced early retirement
- Severance.

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

position within the Institute which is directly comparable to their existing positions, which does not require a change in residential location, and who decline appointment will not have access to severance.

13.5.1 Attrition

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

13.5.2 Redeployment

An Employee may be redeployed to a new position at the same or lower salary within the Institute. Where 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, equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases), shall be paid as an ongoing allowance for two years provided the Employee remains employed at Unitec.

13.5.3 Enhanced Early Retirement

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

The total amount paid to an Employee under this provision will not exceed the total salary the Employee would have received between their actual retirement and the date upon which person of the age of the Employee qualify for National Superannuation under s3 of the Social Welfare (Transitional Provisions) Act 1990.

13.5.4 Severance

For the purposes of these provisions:

- a. "salary" is defined as taxable earnings.
- b. "service" is as defined in Clause 7.

Payment will be made in accordance with the following:

- i.) 16 percent of salary for the preceding 12 months or the appropriate proportion of this amount, will be payable in lieu of notice for the whole or part of the notice period not worked regardless of length of service.

and:

- ii.) 12 percent of salary for the preceding 12 months or part thereof for Employees with less than 12 months service

and:

- iii.) 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19

and

- iv.) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service;

provided that the total amount paid to any Employee under this provision will not exceed the salary the Employee would have received between the date of their severance and reaching the age of entitlement for superannuation benefits provided by the State.

- c) Outstanding annual and long service leave will be cashed up separately.

13.6 Statutory Employee Protection Provision

13.6.1 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 the Union.

13.6.2 In the circumstances stated in clause 12.6.1, 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.

13.6.3 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 the Union.

13.7 Technical Redundancy Situations

13.7.1 Where an Employee’s employment is being terminated by Unitec by reason only of the sale or transfer, including contracting out, of the whole or part of its business, nothing in this agreement or any other agreement shall require the Employer to make a severance payment to the Employee if:

- a) the New Employer:
 - has offered the Employee employment in the business, or the part being sold or transferred; AND
 - has agreed to treat service with Unitec as if it were continuous service with the New Employer; AND
- b) the conditions of employment being offered to the Employee by the New Employer are the same as, or no less favourable than, the Employee’s conditions of employment, including any service related and redundancy conditions, AND
- c) the offer of employment by the New Employer is an offer to employ the Employee in that business either:
 - in the same, or substantially the same capacity as that in which the Employee was employed OR
 - in a capacity that the Employee is willing to accept.

13.7.2 For the purpose of clause 12.7, the word transfer includes a merger of a part or whole or part of Unitec with any part or whole of any other Institute or organization, and the word transferred includes the word merged.

13.8 Rights of Employees Declared Surplus

13.8.1 Time off to Attend Interviews

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

13.8.2 References

The Employer will supply to all surplus Employees a letter of reference.

13.8.3 Counselling

Counselling for affected Employees and family may be made available if necessary.

13.8.4 Employees on Leave

An Employee who is declared surplus and who is on parental leave, absent due to extended illness, on accident compensation, on approved special leave without pay, or on secondment will be covered by the surplus staffing provisions of this agreement.

14.0 UNION MATTERS

14.1 Right of Access

Subject to the Employment Relations Act 2000, the National Secretary or other authorised officer of TIASA shall, with the consent of the Employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the Union, or enforcing this Agreement, including access to wages, holiday and time records when authorised in writing by the Employees concerned, and for the purposes defined in sections 19,20 and 21 of the ERA.

14.2 Stopwork Meetings

14.2.1 Subject to sub-clauses 14.2.2, 14.2.3, 14.2.4 and 14.2.5 below the Employer shall allow every TIASA member to attend on ordinary pay meetings to a maximum combined duration of 4 hours (each meeting of a maximum two hours duration) with TIASA in each year.

14.2.2 The Union shall give the Employer at least 14 days' notice of the date and time of any meeting to which sub-clause 14.2.1 applies.

14.2.3 The Union shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any Union meeting, including, where appropriate, an arrangement for sufficient Union members to remain available during the meeting to enable the Employer's operations to continue.

14.2.4 Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any Union member for a period greater than two hours in respect of any meeting.

14.2.5 Only Union members who actually attend a Union meeting shall be entitled to pay in respect of that meeting and to that end the Union shall supply the Employer with a list of members who attended and shall advise of the time the meeting finished.

14.2.6 These provisions are inclusive of and not in addition to section 26 of the ERA.

14.3 Union Fee Deductions

14.3.1 The manner of deduction and the remittance of subscriptions and any commission payable shall be determined by agreement with the National Secretary of the Union.

14.3.2 The Employer, when requested in writing by the Union, shall, within one month of receipt of such request, supply to the Union a list of allied staff who are members of the union.

14.3.3 Such requests shall not be made to the Employer at intervals of less than six months.

15.0 TERM OF THE AGREEMENT

15.1.1 Except as otherwise provided in this Agreement, this Agreement shall come into force on the date that the last party to this Agreement signed the Agreement.

15.1.2 This Agreement shall be for an eighteen-month term from 16 June 2021 to 31 December 2022.

16.0 PASS ON

The employer agrees that any salary increase or any improvements to the terms and conditions agreed in this bargaining will not be passed on to any allied staff member employed on individual employment agreements (IEA's) unless a period of at least four months have elapsed between the commencement date of the collective agreement and the date that the terms, or any of them, are offered to any employee covered by an (IEA).

17.0 ATTESTATION

This Agreement was signed by the parties as follows:



GUS GILMORE
CHIEF EXECUTIVE

for and on behalf of Unitec New Zealand Limited

Date: 18 November 2021



PETER JOSEPH
CHIEF EXECUTIVE

for and on behalf of the Tertiary Institutes Allied Staff Association.

Date: 18 November 2021

SCHEDULE A

SALARY SCALE AND HOURLY RATES - PROFESSIONAL SUPPORT (ALLIED) COLLECTIVE

16 June 2021 to 31 December 2022

It is agreed during bargaining that all paid and printed shall be updated to reflect an increase of 1.9% per annum with effect from 16 June 2021, and by a further 0.95% increase per annum with effect from 15 June 2022.

For the avoidance of doubt these salary and hourly rates will also apply to employees employed after the date of signature on this agreement.

		Annual Rate (Full Time) 16-Jun-21	Hourly Rate 16-Jun-21	Annual Rate (Full Time) 16-Jun-22	Hourly Rate 16-Jun-22
Grade 7	Max	116894	59.78	118004	60.35
	Min	100581	51.44	101537	51.93
Grade 6	Max	100581	51.44	101537	51.93
	Min	84268	43.09	85069	43.50
Grade 5	Max	84268	43.09	85069	43.50
	Min	69462	35.52	70122	35.86
Grade 4	Max	73666	37.67	74365	38.03
	Step 4	65818	33.66	66444	33.98
	Step 3	63703	32.58	64308	32.89
	Step 2	61579	31.50	62164	31.80
	Step 1	59461	30.41	60026	30.70
Grade 3	Max	62247	31.83	62838	32.14
	Step 4	56547	28.92	57085	29.19
	Step 3	54757	28.00	55277	28.27
	Step 2	52963	27.09	53466	27.34
	Step 1	51164	26.17	51650	26.42
Grade 2	Max	54089	27.67	54602	27.93
	Step 4	46712	23.89	47156	24.11
	Step 3	45243	23.14	45672	23.36
	Step 2	43774	22.39	44190	22.60
	Step 1	42307	21.63	42709	21.84
Grade 1	N/A	N/A	N/A	N/A	N/A

RETIRING LEAVE

1.0 ELIGIBILITY FOR RETIRING LEAVE

1.1 The following shall be entitled to retiring leave:

- (i) Employees employed by Unitec as at 16 September 1998 who have had continuous service, and
- (ii) who are permanent 0.5 fulltime equivalent (FTE) or above and who are members of TIASA on 16 June 2021, continuous until retirement date; and either
 - (a) are Employees who have attained the age at which they are eligible to receive national superannuation; or
 - (b) are eligible to retire on medical grounds under Section 3.2 of this Agreement.

1.2 Retiring leave shall be calculated on a pro rata basis according to the Employee's record of service based on Clause 3.0 of this Schedule.

- (i) where an Employees' hours (FTE) have changed, either by an increase or decrease in the previous two (2) years prior to their retirement date, an average of the hours (FTE) worked during the two (2) preceding years will be used to calculate the number of days of retirement leave for the full period of the Employee's service.

For completeness, if a change in hours (FTE) worked occurred more than (2) years prior to the Employee's retirement date, current hours (FTE) will be used to calculate entitlement for the full period of the Employee's service.

1.3 Employees entitled to retiring leave on medical grounds shall receive 65 working days where the length of service does not exceed 25 years, and retiring leave in accordance with Clause 3.0 of this Schedule otherwise.

1.4 For Employees whose services are dispensed with through no fault of their own otherwise than by way of redundancy, before reaching retiring age, the Employer will consider granting retiring leave in accordance with this Table:

Qualification Required	Retiring Leave (working days)
Completion of 15 years' service	65 days

1.5 Instead of granting retiring leave as above, the Employer may, on application from the Employee, pay a lump sum equivalent in value to that leave.

1.6 An Employee who has more than 20 years continuous service, and who is eligible to retire on the grounds of eligibility for national superannuation, shall be entitled to anticipate retiring leave in terms of Clause 4.0 of this Schedule.

1.7 On the death of an Employee, the Employer may approve a cash grant in lieu of retiring leave to the estate of the deceased Employee.

3.0 RETIRING LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 to 25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or more	131

4.0

ANTICIPATED RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service			
	0	3	6	9
20	65	66	66	67
21	68	69	69	70
22	71	71	72	73
23	74	74	75	76
24	76	77	78	79
25	79	80	81	81
26	82	83	84	84
27	85	86	86	87
28	88	89	89	90
29	91	91	92	93
30	94	94	95	96
31	96	97	98	99
32	99	100	101	101
33	102	103	104	104
34	105	106	106	107
35	108	109	109	110
36	111	111	112	113
37	114	114	115	116
38	116	117	118	119
39	119	120	121	121
40 or more	122

REGRAIDING OF THE POSITIONS OF EMPLOYEES COVERED BY THIS AGREEMENT

1.0 Frequency of Job Evaluation

1.1 Cycle of Evaluation

The Employer recognises the importance of ensuring that all positions have a current position description and are attributed appropriate salary grades that reflect the duties and responsibilities of the position. With this objective in mind, the Employer will ensure that positions are evaluated as required to ensure each position is attributed an appropriate salary grade in accordance with the agreed evaluation system.

2.0 Evaluation of Advertised Positions

2.1 Evaluation Prior to Advertising

Where the Employer considers that there has been a significant change to a position that has become vacant then the Employer shall ensure that the position is evaluated

2.2 Process

- * The Manager will complete the job evaluation questionnaire and submit it to the Human Resources Department.
- * The questionnaire will be audited by two auditors, one TIASA representative and 1 Management representative.
- * The auditors will make recommendations to a member of Directorate, whose decision will be final.

2.3 Advertising of Grade and Salary Range

The Grade and Salary Range for advertised positions will be outlined in the job description and forwarded to applicants.

2.4 Commencement Salary

All new Employees will commence on the first step of the appropriate grade unless the market and/or experience dictates the need to place the new appointee at a higher salary within the grade.

3.0 Evaluation Due to Significant Change

3.1 Significant Change

Where either the Employer or the Employee can substantiate that there has been significant change in the responsibilities of a position:

- * The Manager and the Employee holding the position will complete the Request for Review form
- * The Manager will forward the completed form to the Human Resources Department for auditing by the two auditors (one TIASA representative and one Management representative).
- * The auditors will make recommendation to a member of the Directorate who will reach an opinion on the matter.

It is not expected that this process will take place more than once a year. The Human Resources Department will advise the manager and staff member of the outcome and complete any letters that are required.

4.0 APPEAL PROCESS

4.1 Reasons for Appeal

If the Manager and/or the Employee is not satisfied with the opinion of the Directorate the reasons for dissatisfaction should be sent in writing to the Human Resources Department which will facilitate a meeting with the Employee and manager in an attempt to resolve the issues.

4.2 Process if an Agreement is not Reached

If the issues are not resolved and agreement is not reached, the facilitator will call a meeting of the Job Evaluation Steering Committee to consider the appeal.

- * The staff person may attend and present their case verbally.
- * The staff person may invite their manager to attend.
- * The Committee may ask for clarification of points.
- * The Committee's decision is final.
- * The Human Resources Department will advise the manager and staff member of the outcome and complete any letters that are required.

PERFORMANCE RECOGNITION FOR EMPLOYEES COVERED BY THIS AGREEMENT

1.0 Introduction

1.1 Funding

Unitec will budget 0.5% (½ of 1%) of the Allied staff budget annually for the purpose of rewarding staff for performance.

2.0 Methods of Recognising Superior Performance

2.1 Methods Available

Rewards for superior performance will be made in a number of ways.

Options are one or more of the following:

- 1) A one off bonus of no less than \$500 paid in the last salary payment of each calendar year.
- 2) Accelerated increments.
- 3) Increases to base salaries. These would normally apply to Employees Grades 1-4 who have reached the maximum automatic incremental step and for Employees in Grades 5-7. The minimum increase in Grades 1-4 would be \$500 per annum and in Grades 5-7 \$750 per annum.

NOTE: Salary increases under 2 and 3 above would normally be effective from October of each year.

3.0 Criteria for Performance Recognition

3.1 Criteria

Each year all Employees covered by this Agreement will have their performance in their position assessed by their Deans/Senior Manager with input from their direct supervisor. The rewards outlined above will only be granted for demonstrated superior performance. Emphasis will be placed on Employees exceeding their agreed goals and the following factors are examples of what may also be considered. The criteria used for performance assessment (not in order of importance) are:

- * Customer Service
- * Flexibility
- * Sensitivity to bi-culturalism
- * Contribution to the team
- * Commitment to Unitec
- * Accuracy and competency
- * Skill Acquisition/Professional Development
- * Exceeding agreed goals
- * Innovation/Creativity

4.0 Procedure for Performance Recognition Of Employees

4.1 Annual Review

All Employees will have their performance assessed by their appropriate Dean or Senior Manager.

4.2 Consideration of Recommendations

Managers' recommendations in the required format will be reviewed by a Human Resources Panel chaired by a member of Directorate. The panel will include a Director, the Director Human Resources and a Staff Representative. The Staff Representative will be a non-voting member of the committee. This committee will ensure all Employees are considered.

- * The Panel will make appropriate recommendations to the Chief Executive.
- * Managers and relevant Employees will be advised of the results by the Chief Executive.

4.3 Request for Reconsideration

If a staff member feels they have not been fairly considered they may ask to have their particular case reconsidered. The request for reconsideration must be in writing and be forwarded to the Human Resources Department within 2 weeks.

Any reconsideration requests will be reviewed by the Human Resources panel.

VDU AGREEMENT

Application of Agreement

This agreement applies to Employee using a Visual Display Unit for 50% or more of their working time or for continuous periods of two hours or greater per working day.

Eye Test Requirements

Visual Display Unit operators should have their eyes tested prior to or soon after commencing employment. It is also recommended that Employee routinely using Visual Display Units should have their eyes tested every two years.

Reimbursement for Cost of Spectacles

Unitec will make a once only reimbursement of costs, up to a maximum of \$200, for prescription spectacles or contact lenses for Visual Display Units work if:

- an optometrist endorses the need for VDU spectacles or contact lenses and provides to Unitec a completed copy of the visual examination form (prescribed by the New Zealand Optometrist Association Inc);
- a receipt for the cost of the spectacles or contact lenses is provided by the Employee.

PENAL RATES AND WORKING DAYS FOR NAMED EMPLOYEES

Schedule F applies to the following employees. No new employees will be added to this Schedule:

Simon Bowyer, Geraldine Sidhu and Wenli Wang.

The following clauses regarding hours of work and penal rates shall apply to the above named employees:

Ordinary hours of work for a full-time Employee shall be 37.5 per week and shall normally be worked on 5 consecutive 7.5 hour days, Monday to Saturday, between 7am and 9pm. Other working arrangements not exceeding 75 hours per fortnight (47.5 hours per week for a part-time Employee who is employed as a shuttle bus driver) may be agreed between the Employer and an Employee and TIASA.

An employee who is required to work on a public holiday, or between the hours of 10pm and 6am on any day, or on a Sunday or after midday on Saturdays shall be paid at double time.

PROCEDURE FOR RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

We aim to provide a fair workplace for you. At times you may have concerns about your employment and how you are being treated. We would like you to talk to us if this happens.

If we cannot resolve things between us, you can get outside help. We have set out the services available to you for resolving employment relationship problems.

What is an employment relationship problem?

An employment relationship problem includes a personal grievance, dispute or other problem relating to your employment relationship with us.

It does **not** include any problem with the fixing of new terms for your employment.

Listed below are examples of employment relationship problems:

- you think you have been treated unfairly;
- a personal grievance;
- a breach of your employment agreement;
- a dispute over the interpretation, application or operation of your employment agreement;
- unfair bargaining for an individual employment agreement;
- a question about whether you are an Employee or an independent contractor;
- a disagreement about arrears of wages or holiday pay, etc;
- you're not being allowed to attend union meetings or take employment related education leave; or
- you get a warning, or are dismissed.

Who can help you with an employment relationship problem?

To help you solve your employment relationship problem you can contact:

1. Within your Workplace

- Your manager/supervisor or their manager;
- Your Human Resources personnel.

2. Outside your Workplace

- The Ministry of Business, Innovation and Employment (“MBIE”) offers free information and has a free mediation service which can provide us with assistance in working together and resolving the problem.

You can contact MBIE on:

0800 20 90 20 or <https://employment.govt.nz/>

- A union or an advocate;
- A lawyer.

What is a Personal Grievance?

A personal grievance means any grievance that you have against us because of a claim that:

- you have been unjustifiably dismissed;
- action we have taken disadvantages you in your employment or a term of your employment is unjustifiable;
- you are discriminated against in your job;

- you are sexually harassed in your job;
- you are racially harassed in your job; or
- you have been pressured in your job because of your membership or non-membership of a union or Employees' organisation.

What can you do if you have a Personal Grievance?

- To raise a personal grievance, you should make us aware of your problem (verbally or in writing) within 90 days of the personal grievance arising unless:
- we consent to you raising the personal grievance after 90 days; or
- you successfully apply to the Employment Relations Authority ("Authority") for leave to raise the personal grievance after 90 days, in which case we must try to mutually resolve your grievance through mediation.
- you have three years after raising the personal grievance to bring any action arising from it to the Authority or the Employment Court ("Court").

Mediation Services

If we cannot resolve your employment relationship problem between us then either or both of us may request help from MBIE.

MBIE provides mediation services which may include:

- information about rights and obligations;
- information about services;
- assistance in resolving problems; and
- fixing new terms of employment.

Problem Not Resolved at Mediation

If we cannot resolve the problem at mediation you can refer it to the Employment Relations Authority.