



**HE KAWENATA MŌ**

**TE WHARE WĀNANGA O AWANUIĀRANGI**

**COLLECTIVE AGREEMENT**

**“He Whiringa Takitahi  
Ka Hunahuna  
He Whiringa Ngātahi  
Ka Rāranga  
Ka Mau”**

**“If you plait one at a time  
The ends will fragment  
If you weave together  
It will hold”**



**01 January 2021 – 31 December 2021**

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**1.1 HEI TĪMATANGA KŌRERO**

Tihei Mauri ora.

Kia whakarongo ake au ki te tangi a te manu nei a te mātūī

Tūī, tūī, tuituia

Tuia i runga, tuia i raro, tuia i roto tuia i waho.

Tuia i te here tāngata ka rongō te pō ka rongō te ao.

Tuia i te muka tāngata i takea mai i Hawaiki nui, i Hawaiki roa, i Hawaiki pāmaomao.

Te hono i wairua ki Te Whaiao ki Te Ao Mārama.

Koia rā e Rongō, whakairia ki runga kia tina

Tina! Hui e!

Taiki e.

Kua tuia te wairua a tangata i raro i te kaupapa e whai ake nei hei whakatutuki i ngā wawata me ngā hiahia o te hunga tae mai ā-tauira, ā-poutūruki, ā-kaiwhakahaere o Te Whare Wānanga o Awanuiārangi. Mai anō i ngā mātua, i ngā tīpuna, he mahi anō tā tēnā, tā tēnā. Ara anō hoki te kōrero, “ehara taku toa i te toa takitahi engari he toa takitini.” Ko tā te katoa he whakatinana i ngā wawata o rātou mā, te hunga kua riro ki tua o te pae o maumahara kia puta tātou ki Te Whaiao ki Te Ao Mārama, tihei mauri ora.

The binding of spirit to achieve common goals has been a part of our history. This agreement serves to follow in that vein in realising the dreams and aspirations of students, staff and those responsible for the Te Whare Wānanga o Awanuiārangi (the “Whare Wānanga”). Since the time of our ancestors, each person had a job to do. This can be best summarised in the proverbial saying, my strength does not come from me alone, but from the efforts of the collective. It is for all of us to bring about the realisation of the dreams and aspiration of our ancestors, so that we too may pass from the darkness into the light.

**1.2 TE KAUPAPA NUI A TE WHARE WĀNANGA O AWANUIĀRANGI**

Rukuhia te mātauranga ki tōna hōhonutanga me tōna whānuitanga.

Pursue knowledge to its greatest depths and its broadest horizons.

Whakakiiā ngā kete a ngā uri o Awanuiārangi ki ngā taonga tuku iho, ki te hōhonutanga me te whānuitanga o te mātauranga kia tū tangata ai rātou i ngā rā e tū mai nei.

To empower the descendants of Awanuiārangi to claim and develop their cultural heritage and to broaden and enhance their knowledge base so as to be able to face with confidence and dignity the challenges of the future.

The parties to this agreement agree that they shall devote their best endeavours to performing their duties in a manner that promotes and fulfils the kaupapa of Whare Wānanga.

### 1.3 TE PUPURITANGA O NGĀ KAUPAPA MĀORI

#### Te Huarahi

Kia rāhuitia e te Whare Wānanga, ōna kaupapa i raro i te Tiriti o Waitangi mō āna kaimahi katoa kia taea ai ngā hiahia, ngā whāinga o te Whare Wānanga.

E toru ngā kōrero o tēnei wāhanga kōwae:

- (a) Tuatahi, kia rāhuitia e te Whare Wānanga ōna kaupapa ako i raro i te Tiriti o Waitangi;
- (b) Tuarua, ko ngā mahi ka rāhuitia ko ngā mahi katoa a ngā kaimahi; ā
- (c) Tuatoru, e taea ai ngā hiahia, ngā whāinga o te Whare Wānanga i raro i te Tiriti o Waitangi me rāhui anake.

Anō nei, koinei te wairua o ngā kōrero o tēnei wāhanga kōwae. Me kī koinei ētehiwetewetetanga.

#### Te Ture Whakamana

Kei roto i ngā ture mō te Whare Wānanga ngā tikanga mō ngā kaimahi, ngā whakaaro matua pū o Te Tiriti o Waitangi, ā, kei raro i taua Tiriti te whakamātautanga kia tika ai ana whakahaere.

Kia mahara nui rawa:

- (a) Ki ngā tūmanako ki ngā wawata o te Iwi Māori;
- (b) Kia uru ngā hiahia o te iwi Māori e pā ana ki ngā mahi; ā
- (c) Kia uru, kia whai wāhanga ngā kaimahi Māori ki roto i ngā whiriwhiritanga a te Whare Wānanga.

Kia taea e te Whare Wānanga te pīkau i āna mahi i raro i te ture.

Kia tiakihia, kia manaakihia ngā taonga Māori ka mahia, ka akohia e ngā kaimahi Māori i roto o te Whare Wānanga.

Ki te whakakorehia ki te whakarerekēngia rānei ngā ture whakahaere mō te Whare Wānanga kia matua mau, kia mahara nui rawa te Whare Wānanga ki te huarahi kua whakatakotohia i runga ake nei.

Ko ngā tikanga-ā-iwi, te mana whakairo hinengaro ngā taonga i tupu ake te tangata, e kitea ai i roto i te tangata, i te rōpū rānei ngā tikanga e haruru ake ai ko te ihi, te wehi i roto i te mauri tau ngā whakarereihotanga a ngā tūpuna, ehara ēnei i te he, i te tika rānei, engari ka noho hei tuitui, hei whakanui, hei wānanga e mārama ai tātou ki ngā rerekē tūturu kei waenganui i a tātou.

Mā te manaaki mā te tiaki i ngā tikanga i roto i ngā mahi whakaako e āhei ai te tautoko i aua tikanga kia kore ai e ngaro ki te iwi.

## Ngā Āhuetanga Māori

E whakaae ana te Whare Wānanga ki te:

- (a) tautoko i te here o ngā kaimahi Māori ki ō rātou iwi;
- (b) tiaki ki te tautoko i ngā tikanga whai ture i roto i te wāhi mahi, i waenganui hoki i āna kaimahi, otirā āna kaimahi Māori;
- (c) manaaki i ngā tikanga, i ngā taonga o āna kaimahi, otirā āna kaimahi Māori hoki;
- (d) whakaako i ngā tikanga Māori ki ngā kaimahi;
- (e) whakawātea i te huarahi kia taea ai e ngā kaimahi Māori te rapu i te mātauranga kia āhei ai rātou ki te whai i ngā tūranga teitei;
- (f) tuku i ngā kaimahi Māori ki te mahi i raro i a rātou tikanga;
- (g) whakatū kaupapa kia nui ai āna kaimahi, kia tata tōna orite ki te tokomaha o ngā tauira, o te hunga rānei e rapu ana i te oranga;
- (h) whakatū huarahi tiro tiro e pēhea ana te here o ngā kaupapa a te Whare Wānanga; ā
- (i) whakatūpato kia kaua e takahia ki raro te Māori e whai ana i āna tikanga.

## **PART 2 COVERAGE OF AGREEMENT**

### **2.1 PARTIES TO THE AGREEMENT**

This collective agreement shall be binding on and enforceable by:

2.1.1 The Chief Executive Officer/Vice Chancellor/Te Poupou Ngāahu o te Whare Wānanga o Awanuiārangī hereinafter called “the employer” and

2.1.2 The Tertiary Institutes Allied Staff Association - Te Hononga (TIASA).

### **2.2 COVERAGE OF THE AGREEMENT**

(a) This Agreement will apply to all employees who are employed in teaching or non-teaching academic positions, including Lecturer, Senior Lecturer, Associate Professor or Professor, whether tenured (permanent) or limited tenured (fixed term), who hold full-time or proportional or part-time (hourly paid) positions.

(b) General staff positions.

(c) Direct reports to the employer are excluded from coverage, namely:

- 
- Chief Financial Officer
- Executive Director - Academic
- Executive Director – Research & Innovation
- Human Resources Manager
- Academic Registrar
- Executive Assistant to CEO
- Executive Assistant to Executive Director – Academic
- Head of School – Indigenous Graduate Studies
- Head of School – Iwi Development
- Head of School – Undergraduate Studies; and
- Regional Manager – Tamaki Makaurau/Te Taitokerau

#### **2.2.1 Application of Coverage**

(a) When a person is appointed to a position where the work to be done comes within the coverage clause of this Collective Agreement the employer will:

- (i) inform the employee that this Collective Agreement exists and covers the work to be done by the employee;
- (ii) give the employee a copy of the Collective Agreement;
- (iii) inform the employee that he/she may join TIASA, who is party to this Collective Agreement, and give academic employees an application form to join TIASA and inform general staff of the existence of this CA. (iv) inform the employee how to contact TEU and
- (v) inform the employee that if the employee joins TIASA the employee will be bound by the Collective Agreement.



- (b) During the first 30 days of employment, the terms and conditions will be the terms and conditions in this Collective Agreement, and any additional terms and conditions mutually agreed which are not inconsistent with this Collective Agreement.
- (c) If the employee agrees, the employer will inform TIASA within five working days that the employee has accepted employment with the employer.

#### **2.2.2 Recognition of Union Authority**

The employer recognises TIASA as the representative of all employees who come within the coverage of this Collective Agreement and who are members of TIASA.

#### **2.2.3 Application of the provisions of this Agreement**

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

### **2.3 TERM OF AGREEMENT**

2.3.1 This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000.

2.3.2 This Agreement shall come into force on 1 January 2019 and shall continue in force until 31 December 2020 (2 years).

### **2.4 VARIATION OF AGREEMENT**

2.4.1 The provisions of this Agreement may be varied during its term by agreement with Whare Wānanga and the employee/s directly affected by the proposed variation.

2.4.2 Employees not covered by the proposed variation shall continue to be covered by the original provisions of this Agreement.

2.4.3 The parties to this Agreement shall sign the variation.

2.4.4 The variation shall have the same expiry date as the original Agreement.

### **2.5 SAVINGS**

2.5.1 Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment (including hours of work) applying to any persons employed as at the date of this Agreement.

2.5.2 Without limiting the application of this clause persons employed as at the date of this Agreement will not be disadvantaged in favour of persons employed after the date of this Agreement, with regard to selection for redundancy, reduction in hours and opportunity for overtime or additional hours, but the employer shall be entitled to make such changes on a basis that will ensure a balanced work force on each occasion.

**2.6 INADVERTENT OMISSION**

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

**2.7 CONSULTATION**

The employer agrees to consult with the union and employees on the development and changes to policies that affect conditions of work. The parties will use best endeavours to reach agreement.



## **PART 3      DEFINITIONS**

### **3.1      FULL-TIME EMPLOYEE**

An employee working for the full hours as defined in this Agreement.

### **3.2      PART-TIME EMPLOYEE**

An employee working for less than the full hours as defined in this Agreement. Part-time employees receive the entitlements of this Agreement on a pro-rata basis.

### **3.3      PERMANENT EMPLOYEE**

A full-time or part-time employee working on a continuing basis.

### **3.4      FIXED TERM or TEMPORARY EMPLOYEE**

An employee engaged on a full-time or part-time basis for a specific term eg. to replace an employee on leave; or for the academic teaching year, or for a specific period.

### **3.5      CASUAL EMPLOYEE**

An employee engaged on an hourly basis with no commitment from either party as to an ongoing employment relationship. Casual employees are paid on an hourly rate calculated at the appropriate salary level.

## **PART 4 TERMS OF APPOINTMENT**

### **4.1 CATEGORIES OF APPOINTMENT**

#### **4.1.1 Existing Permanent Appointments**

Existing permanent appointments shall continue until terminated by either party.

#### **4.1.2 New Permanent Appointments**

General staff are confirmed in their employment after three months (unless a longer period is agreed) not exceeding six months and specified in writing to the employee. A comprehensive monitoring must take place within two months or five months as the case may be.

Academic staff who are newly appointed will undergo an initial six month period of monitoring and support. This can be continued for a further six months in certain circumstances.

#### **4.1.3 Fixed Term Appointment (academic employees)**

- (a) Fixed term appointments will be for a specified period of time.
- (b) Where a fixed term appointment is made for the purposes of teaching a full-time year's programme, that appointment shall be made for a period of not less than 12 months.
- (c) For periods less than 12 months, the length of the appointment shall include a period of time before and after course or programme delivery, that is appropriate to the length and requirements of the delivery of the course or programme, for preparation, administration and marking.
- (d) The options under the surplus staffing provisions of the agreement will not apply at the conclusion of the specified term of employment when fixed term appointments have been made for any of the purpose below.
- (e) Fixed term appointments shall only be entered in for the following reasons:
  - (i) filling a vacancy pending an appointment;.
  - (ii) relieving for a tenured employee on approved leave;.
  - (iii) trialling new courses for a period not exceeding two years; and.
  - (iv) undertaking finite projects for a period not exceeding two years.

### **4.2 TERMINATION OF AGREEMENT**

- 4.2.1 Except in the case of casual employees, one month's notice shall be given by either party of their termination of the employment. Where the employment is terminated without the requisite notice and without good cause, one month's wages shall be paid or forfeited, as the case may require by the party who fails to give notice. Nothing in this clause shall prevent the employer from summarily dismissing an employee for serious misconduct.

- 4.2.2 The period of notice in either case shall be exclusive to the whole or part of the annual holiday and/or statutory holiday required to be given in pursuance of this agreement.
- 4.2.3 On termination of employment each employee shall, on request, be provided within 3 days thereafter, a reference signed by the employer unless that employee has been summarily dismissed for serious misconduct where a statement of service shall be given.
- 4.2.4 The Whare Wānanga may waive the requirement for an employee to work out their notice period with agreement from the Whare Wānanga and the employee. In such circumstances the Whare Wānanga will make a lump sum payment to the employee which is equivalent to the normal pay the employee would have received for the notice period.

### **4.3 ABANDONMENT OF EMPLOYMENT**

Where an employee is absent from work, except in extenuating circumstances, for a continuous period exceeding three days without the consent of the employer or without notification to the employer, or without good cause, the employee shall be deemed to have terminated their employment.

### **4.4 DISCIPLINARY PROCEDURES FOR EMPLOYEES**

#### **4.4.1 Discipline**

- (a) The employer shall ensure all disciplinary and dismissal matters are dealt with fairly, promptly, consistently and with aroha.
- (b) The employer may take disciplinary action against an employee for:
- (i) incompetence or poor work performance;
  - (ii) misconduct; or
  - (iii) serious misconduct.
- (c) The employer shall conduct a fair and thorough investigation before instigating disciplinary action against an employee.
- (d) The employee shall be given a reasonable opportunity during the investigation to explain or refute the alleged behaviour.
- (e) Disciplinary action taken against the employee shall normally include the warning procedure outlined below:
- (i) The first level of disciplinary action shall be either a verbal warning or a first written warning depending on the seriousness of the situation;
  - (ii) If there is a recurrence of the behaviour or a further complaint a second and final warning shall be given; and
  - (iii) In serious circumstances, a first and final written warning may be given.
- (f) The life span of each warning shall not exceed 12 months.

#### 4.4.2 Dismissal

Dismissal may be contemplated after a final warning or, where an employee's misconduct is sufficiently serious, without prior warning.

#### 4.4.3 Serious Misconduct

The following acts are examples of serious misconduct which may result in the employee being dismissed without prior warning:

- (a) Being in possession of illegal drugs at a the Whare Wānanga location or in a Whare Wānanga vehicle, or without permission, consuming or being in possession (for consumption) of any intoxicating liquor at a Whare Wānanga location or in a Whare Wānanga vehicle;
- (b) Being under the influence of illegal drugs or intoxicating liquor to such an extent as to be unable to perform usual duties satisfactorily;
- (c) Unauthorised removal of Whare Wānanga property from a Whare Wānanga location or a Whare Wānanga vehicle, possession of Whare Wānanga property without authorisation;
- (d) Theft, or criminal damage in connection with Whare Wānanga property, the property of another employee or the property of any other person;
- (e) Any deliberate act that endangers the safety of, or leads to serious injury to another person;
- (f) Assaulting, fighting, threatening or intimidating another person at a Whare Wānanga location;
- (g) Deliberately falsifying Whare Wānanga documentation;
- (h) Negligence or gross incompetence;
- (i) Breaching Whare Wānanga or client confidentiality; or.
- (j) Knowingly being involved in a conflict of interest situation without authorisation.

Note: The above is not a complete list of acts of serious misconduct. There may be other acts of serious misconduct which in the circumstances will warrant instant dismissal e.g. sexual harassment, discrimination, or other breach of agreement.

#### 4.4.4 Misconduct, Poor Performance or Other Breach of Agreement

The following acts are examples of misconduct, poor performance or breach of agreement for which an employee will usually receive warnings. Repeated warnings will usually result in dismissal:

- (a) Deliberate refusal to carry out lawful and reasonable instructions;
- (b) Failure to perform work assigned to the required standard;

- (c) Failure to meet course outputs or goals;
- (d) Repeated lateness and/or absenteeism; or
- (e) Using abusive language.

Note: The above is not a complete list. The disciplinary procedures may be used for other acts of misconduct e.g. sexual harassment, discrimination or other breach of agreement.

#### 4.4.5 Alternatives to Dismissal

The employer may elect as an alternative to dismissal to:

- (a) demote;
- (b) transfer; or
- (c) suspend an employee.

However, such steps shall only be taken by the employer after undertaking the appropriate disciplinary procedures referred to in clause 13 of the Agreement.

### 4.5 RETIREMENT

4.5.1 Employees may retire on the 31 January subsequent to the employee becoming eligible for Guaranteed Retirement Income.

4.5.2 The employer may approve retirement on medical grounds subject to the provision of independent medical reports from two registered medical practitioners, one nominated by the employee and one by the employer. The cost of obtaining the certificates will be shared by the employer and employee, except where requested by the employer, where the costs shall be met by the employer.

4.5.3 Employees who retire under the provision of clause 4.5.2 shall be entitled to receive the following payments:

- (a) after 10 years' continuous service - 20 working days;
- (b) for each additional complete year up to 25 years - 5 working days;
- (c) for each additional complete year over 25 years' service - 2 working days;
- (d) the maximum payment shall not exceed 131 working days; or
- (e) payment shall be made in one sum on the date of retirement.

4.5.4 For the purposes of the retirement payment, service shall be continuous service at the Whare Wānanga. In determining the period of service, the employer may deduct periods of leave without pay exceeding three months in total.

#### **4.6 TIME COMMITMENT AND OTHER ACTIVITIES**

- 4.6.1 Full-time employees are required to devote their full-time to the Whare Wānanga responsibilities. Part-time employees are required to devote the agreed portion of their full-time to the Whare Wānanga responsibilities.
- 4.6.2 All consultancies and professional activities undertaken on behalf of the employer requires prior approval in accordance with the Whare Wānanga policies. Employees may undertake private activities with the prospect of financial gain provided:
- (a) The activities clearly do not impinge on or conflict with the employee's work responsibilities (including those of attendance/availability) and does not use the resources of the employer;
  - (b) A general authority for the activities is given under policies adopted by the Whare Wānanga from time to time; and.
  - (c) Written approval for a specific proposal has been given by the employer. Such approvals may be granted on conditions and withdrawn on reasonable notice.

#### **4.7 CULTURAL AND INTELLECTUAL PROPERTY RIGHTS**

The parties support the Mātaatua Declaration on Cultural and Intellectual Property Rights of Indigenous Peoples and agree that it shall be the charter for determining their respective rights at the Whare Wānanga. A copy is attached as Schedule D.

#### **4.8 COPYRIGHTS, PATENTS AND TRADEMARKS**

- 4.8.1 When an employee during the course of the Whare Wānanga activities makes a discovery, brings about an innovation, or writes computer programmes which may have possibilities for commercial exploitation, the employer requires the employee to disclose such to the Chief Executive Officer. An agreement between the employee and the employer will then be entered into. That agreement will describe the obligations of the parties and the division of any income and expenditure.
- 4.8.2 Copyright of journal articles and books, works of art and music are not included in the above requirements and the copyright will remain with the author(s) unless written agreement is reached between the employer and the employee.

#### **4.9 INSURANCE OF WORK-RELATED BELONGINGS**

The employer shall reimburse the employee for the replacement cost of any of the employee's work-related belongings (such as books, manuscripts, musical instruments and software) located on the employer's premises which are damaged by fire, flood or other natural disaster, subject to each employee providing the employer with an inventory no later than 31 January each year. Any item over \$5100 in value must have an independent valuation certificate. The employee shall meet the first \$510 of any claim.



#### **4.10**

#### **KiwiSaver**

From 1 April 2013 the employer contribution to KiwiSaver members will be 3.0%.

## **PART 5 CAREER PROGRESSION AND REMUNERATION**

### **5.1 SALARIES**

#### **5.1.1 Salary Scales**

Employees will be paid at the appropriate rates as set out in Schedule A (Academic Scale) and Schedule B (Administration and Library Scale). These rates are a minimum only.

##### **5.1.1.1 General Staff Salary Increases**

(a) All salary rates (paid and printed) will be increased by 1.5% from 1<sup>st</sup> March 2019 and 2% from 1 January 2020. New salary scales will be applied to Administration and Library Staff as set out in Schedule A. These are market rates determined through salary surveys carried out each August/September by Strategic Pay.

(b) Employees will still undergo their normal appraisal as per the agreement, but the increments may be greater.

If someone is achieving in their role they should move by 5% until they reach 100%.

Where there is a shortfall in performance they may only move a proportion of the 5% or only move once performance improvement has been made.

(c) Staff can move beyond 100% to a maximum of 115% but their performance would need to be exceptional and sustained.

(d) Further increases for staff on 100% will be by negotiation through our bargaining process. The Employer will get the market data for September of each year from Strategic Pay but will not apply it. It will be used as part of the bargaining process. Market movement may not be a factor in the outcome. Both parties reserve the right to bargain. Ability to pay will always be a factor in any offer made by the Employer.

(e) Te Whare Wananga o Awanuiārangī supports the living wage concept and agrees that effective from 1st January 2019, \$20.55 per hour is the minimum rate that will be paid to staff. Rates below this will be deleted.

#### **5.1.2 Salary Profiles**

A profile of salaries paid to employees under this Collective Agreement shall be made available on request, to TIASA at the end of each financial year. The profile will list salaries paid to employees by paid rate, gender and the length of employment. The privacy of individual employees' rates of pay will be maintained. Other information on salary profiles will not be unreasonably withheld.

#### **5.1.3 No Pass On**

(a) The parties agree that the employer may pass-on to any of its staff employed on individual employment agreements, the salary

increase(s) negotiated for inclusion in the collective agreement, provided that a period of at least six months has elapsed from the commencement date of the collective agreement and the increase being offered to person(s) covered by individual agreement.

- (b) For the avoidance of doubt, the pass-on increase must not be backdated beyond, or take effect, any earlier than six months from the entitlement date for those covered by the collective agreement.

## 5.2 PROGRESSION

- (a) An employee shall, on completion of each year of service on a step of a grade, be paid salary for the next higher step of that grade until the maximum of that grade is reached, after having:
  - (i) completed 12 months on the previous step;
  - (ii) satisfactorily completed performance appraisal in conjunction with the appropriate manager; and
  - (iii) used the professional development and training opportunities provided by the Whare Wānanga.
- (b) An increment may be withheld if in the employer's opinion an employee's performance over the past year has been unsatisfactory. The employer will notify the employee of the decision and reasons for it in writing.
- (c) Incremental payments will take effect from the anniversary date of the employee's appointment at the Whare Wānanga.

5.2.1 Within the **Academic Staff** Salary Scale, there will be a bar to progression at steps 9, 14, and 19.

To progress beyond these bars an Academic Staff Member will need to have:

- (a) completed 12 months on the previous step;
- (b) satisfactorily completed performance appraisal in conjunction with the appropriate manager;
- (c) used the professional development and training opportunities provided by the Whare Wānanga;
- (d) completed a verification process which outlines an improvement in academic qualifications;
- (e) provided evidence of research or publication; and
- (f) applied to Chief Executive Officer/Te Poupou Ngarahu for consideration to progress.

5.2.2 **General Staff** shall, on completion of each year of service on a step of a grade, be paid salary for the next higher step of that grade until the maximum of that grade is reached, after having:

- (a) completed 12 months on the previous step;

- (b) satisfactorily completed performance appraisal in conjunction with the appropriate manager; and
- (c) used the professional development and training opportunities provided by the Whare Wānanga.

### **5.3 PERFORMANCE APPRAISALS**

- 5.3.1 The employer will ensure that the annual performance appraisal will take place within one month of the employee's anniversary of appointment. Where the appraisal does not take place within this time period, the employee's performance shall be deemed satisfactory and any increments due as a result of this shall be paid. This is contingent on the employee being prepared for the performance appraisal meeting and available to meet (e.g. is not on leave).
- 5.3.2 In extenuating circumstances an employee and their manager can agree in writing to hold the performance appraisal as soon as practicable outside of the one-month period. Any increment shall be backdated to the employee's anniversary date.
- 5.3.3 On completion of annual performance appraisals, employees will be advised no later than two weeks following the meeting with their manager of the outcome of the appraisal and any subsequent incremental salary movement or withholding of increments. Where the employee is not advised of the outcome of the appraisal in this time period, their performance shall be deemed satisfactory and any increments due as a result of this shall be paid.

## **PART 6 WORKLOAD**

### **6.1 CONTACT HOURS – STATEMENT OF INTENT**

- 6.1.1 Workload Principles: The employer is to ensure that employees are allocated a workload that is equitable, reasonable and safe at all times.
- 6.1.2 For general staff, this will take into account:
- (a) peak work periods; and
  - (b) opportunity to participate in professional development activities.
- 6.1.3 For academic staff, this will take into account:
- (a) timetabled teaching hours and all attendant duties including - preparation for lessons, routine administration and participation in Whare Wānanga processes, student assessment, monitoring of student placements, ordinary student pastoral care and assistance, routine updating of courses and material, contribution to day-to-day maintenance of teaching areas, maintaining skills and professional currency;
  - (b) other relevant workload factors including - class size, course development requirements, coordination of courses/programmes, assessment requirements, student support requirements, other demands of the teaching programme, experience and skill level of the staff member, particular requirements related to open/distance learning, cultural requirements of Charter obligations, EEO obligations of the organisation, delivery methodology, eg. distance learning, eWānanga; requirement to be on duty outside normal hours, for example noho marae and field trips;
  - (c) the need to have breaks from timetabled teaching throughout the year; and
  - (d) participation in research projects as appropriate.
- 6.1.4 The deployment of work will reflect the staff member's strengths and abilities.
- 6.1.5 Changes in a staff member's deployment, either in the area of teaching or method of delivery, should be made by agreement with the staff member and should reflect the staff member's strengths and abilities.
- 6.1.6 The parties recognise that in order to achieve both the desired outcomes of the Whare Wānanga (particularly the development of a research culture) and to ensure equitable, reasonable, and safe workloads for academic staff, further monitoring and investigation is required.
- 6.1.7 It is agreed that the academic workload policy as developed by TIASA and the Whare Wānanga will be trialled during the term of this agreement and its effectiveness reviewed in mid-2015. After that review, if approved by TIASA members and the Whare Wānanga, the academic workload policy will be linked to the agreement. This policy can only be changed with the agreement of the TIASA and the Whare Wānanga

## 6.2 RELIEVERS

The parties agree that a group of relievers will be found to cover the absences of staff. They further agree that this will be done through both formal and informal channels so that staff will know that when they are unavoidably absent properly trained staff will be able to replace them.

## 6.3 HOURS OF WORK

6.3.1 For general staff, the ordinary hours of work shall be 7.5 hours per day, 37.5 hours per week, Monday to Friday from 8.00 am to 9.00 pm. All employees, except casuals, shall have regular stated hours.

6.3.2 Academic staff will be required to undertake duty between the hours of 8.00 am and 9.00 pm Monday to Friday inclusive, and for a total of no more than 37.5 hours per week.

(a) The Whare Wānanga will ensure that academic staff will have a break of two consecutive days every week;

(b) Over the course of the academic year, academic staff members will be allocated no more than 600 hours of contact hours; and as an exception to 6.3.2 (b)

(i) Academic staff teaching only on Te Pokaitahi Reo Levels 1 & 2, will over the course of an academic year be allocated no more than 700 hours of contact time; and

(ii) Academic staff only teaching on ACE programmes, will over the course of an academic year be allocated no more than 800 hours of contact time, and can only teach a maximum of 20 hours per week.

(c) The timetabled teaching hours referred to in this clause assume a traditional face-to-face mode of educational delivery and the attendant duties that arise from this mode of delivery. It is acknowledged that technology-enhanced educational delivery (i.e. eWānanga) brings a different set of workload demands that must be taken into account.

### 6.3.3 Saturday and Sunday

The Whare Wānanga acknowledges the good-will and longstanding commitment from both academic and general staff in relation to weekend work. The pro-active approach from staff to accommodate student needs in the weekends has been vital to the ongoing success of the Whare Wānanga.

To reflect the current operating model and enable the Whare Wānanga to formally confirm its ability to meet programme obligations to students and stakeholders, it is agreed that weekend work will be negotiated with affected academic and general staff at the commencement of the academic year to assist in academic planning and work life balance for staff.

(a) Academic staff will only be requested to work on a Saturday and Sunday for up to 7.5 hours per day between the hours of 8am and 9pm, where this is required for programme delivery to students or by

agreement with a staff member. Where an employee does work during a weekend, the total number of hours worked and days worked for that week will not be increased. These hours will be included as part of the of total contact and duty hours per semester and per year for an academic staff member.

- (b) General staff will only be requested to work on a Saturday and Sunday for up to 7.5 hours per day between the hours of 8am and 9pm, where this is required for programme delivery to students or by agreement with a staff member. The hours worked by a general staff member will be managed by:
  - (i) The payment of overtime as per clause 6.4; or
  - (ii) Time in Lieu to be taken preferably in the following week.

#### **6.4 OVERTIME (applies to administrative employees)**

6.4.1 These provisions apply to all full-time administrative employees who are employed on a salary less than \$40,800 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 37.5 hours a week.

6.4.2 Employees shall be compensated for authorised overtime by one of the following options which must be specified by the employer when the overtime is authorised:

- (a) time off in lieu of one hour off for one hour worked;
- (b) the payment of overtime hours at a rate of time and a half (T1.5) per hour additional to the employee's normal hourly rate of pay; or
- (c) the payment of an allowance to be agreed between the employer and the employee where the employee is regularly required to work hours in excess of 40 hours per week.

6.4.3 No employee shall be required to work overtime on a time-in-lieu basis where the employee already has time-in-lieu to be taken in excess of five days of ordinary time.

6.4.4 Where possible, employees shall be given 48 hours' notice of the need for overtime to be worked.

#### **6.4.5 Saturday/Sunday Rates**

Employees who work on a Saturday and/or Sunday, will be paid as follows:

- (a) **Saturday** – Time and a half for the first three hours and double time thereafter.
- (b) **Sunday** – Double time.

#### **6.5 CALL BACKS**

6.5.1 Where an employee is required by the employer to attend the Whare Wānanga, after the employee has completed his/her ordinary hours of work, and has left the place of employment, or is called back before the

normal starting time and does not continue working until such normal starting time (hereinafter referred to as a “call back”), the employee shall be paid either overtime or shall receive time off in lieu thereof.

- 6.5.2 For the purposes of the above sub clause, any overtime paid to the employee or any time off in lieu thereof shall be calculated as a minimum three hours.
- 6.5.3 Where an employee is subsequently called back to the Whare Wānanga after an earlier call back and the cumulative period of these call backs is less than or equal to three hours, then the employee shall only receive the minimum payment described in clause 6.4.
- 6.5.4 Where an employee receives a call back pursuant to this clause, and uses their own vehicle, a transport allowance shall be paid in accordance with clause 9.3 of this Agreement. If the call back is scheduled, the employee shall only receive the transport allowance if there is no public transport available to the employee and the employee is required to use their own vehicle.

## **6.6 MEAL INTERVALS AND REST PERIODS**

- 6.6.1 No employee shall be required to work more than five hours continuously without an unpaid interval for a meal break of half an hour.
- 6.6.2 No employee shall be required to work more than three hours continuously without an interval for a paid rest period of 15 minutes.
- 6.6.3 The employer shall supply hot water, tea, coffee, milo, milk and sugar for the employees’ meal times and rest periods.



## **PART 7 LEAVE**

### **7.1 PUBLIC HOLIDAYS**

7.1.1 The provisions of the Holidays Act 2003 and subsequent amendments shall apply.

7.1.2 The following days shall be the recognised statutory holidays: Christmas Day, Boxing Day, New Years' Day, the day after New Years' Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Auckland Anniversary and Waitangi Day.

7.1.3 Four days each year are prescribed as Whare Wānanga Holidays. These are normally the Tuesday after Easter Monday, and the first three days after Boxing Day which are not a Saturday, Sunday or public holiday. If an employee works on a Whare Wānanga Holiday, they are entitled to payment at T1 and an alternative holiday as per clause 7.1.5.

#### **7.1.4 Payment for working on a public holiday**

Where an employee is required by their supervisor to work on a public holiday, they must be paid at the rate of time and a half.

#### **7.1.5 Alternative holiday**

Where an employee is required to work on a public holiday the employee shall receive one additional day as a holiday in lieu of the holiday lost. This day will be taken on a mutually agreed date.

### **7.2 CREDIT FOR PREVIOUS SERVICE**

7.2.1 Continuous employment in another NZ University or other tertiary educational institution will count as service for the purpose of calculating leave entitlements under this Agreement, provided the interval between prior service and employment by the employer does not exceed one month. Leave without pay does not break service but is not counted towards service based leave entitlements.

7.2.2 The employer may give credit for previous relevant service for purposes of determining leave entitlements (annual, sick, long service and retiring). Decisions shall have regard to the relevance of the service and recruitment and retention experience.

7.2.3 Employees employed prior to the coming into force of this agreement will retain their existing provisions regarding recognition of service.

### **7.3 ANNUAL HOLIDAYS**

7.3.1 Employees will have annual holidays of four weeks, in accordance with the Holidays Act 2003 and amendments.

7.3.2 Annual leave accrues during the course of the year and becomes an entitlement on 1 January each year, for use during the following 12 months.

- 7.3.3 Employees will be entitled to five weeks annual leave after 1 years' service.
- 7.3.4 Staff are entitled to and are expected to take annual leave each calendar year. An employee may be permitted to carry forward from one leave year to the next, their annual entitlement of leave.
- 7.3.5 Timing of Leave – Employees' wishes concerning the timing of leave will be met as far as possible. However, where this is not convenient to the employer, the employer may decline to grant leave or may direct an employee to take leave at a certain time.

## 7.4 SICK LEAVE

- 7.4.1 Employees are entitled to sick leave on pay as set out in the schedule below, or sick leave without pay may be granted on production of medical certificate.
- 7.4.2 All sick leave is to be computed in working days.

### Schedule of Entitlement

Length of Service	Aggregate period for which sick leave on pay may be granted during service
Up to six months service	5 days
After six months and up to 12 months service	9 days, inclusive of days previously allowed
Over 12 months and up to two years service	18 days, inclusive of days previously allowed
Over two years and up to three years service	27 days, inclusive of days previously allowed
Over three years and up to four years service	36 days, inclusive of days previously allowed
Over four years and up to five years service	46 days, inclusive of days previously allowed
Over five years and up to 10 years service	92 days, inclusive of days previously allowed
Over 10 years and up to 20 years service	184 days, inclusive of days previously allowed
Over 20 years and up to 30 years service	275 days, inclusive of days previously allowed
Over 30 years service	365 days, inclusive of days previously allowed

- 7.4.3 This leave is inclusive of any entitlement under the provisions of the Holidays Act 2003.
- 7.4.4 The employer may require an employee to undergo an examination by a registered medical practitioner of the employer's choice where it is considered that the employee's performance may be impaired by a possible medical condition. Should the employee be found to be unfit to perform their full duties they may be placed on sick leave (with or without pay) until cleared to return to full duties. The cost of the medical examinations will be met by the employer.

- 7.4.5 If an employee is absent on sick leave for a single period for less than a whole day, such leave is to be debited as follows:
- (a) Absent for a whole morning or afternoon – half day’s sick leave;
  - (b) Absent for less than two hours during the day – no deduction;
  - (c) Absent for two hours and up to six hours during the day – half day’s sick leave; or
  - (d) Absent for over six hours during the day – one day’s sick leave.
- 7.4.6 The employee should notify absence due to sickness to the employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of three consecutive days and may be required for absences of a shorter period. If information is received which indicates that the sick leave entitlement is being misused, the employer may take such action as is necessary to clarify the matter.
- 7.4.7 When sickness occurs during annual leave, the employer will permit the period of sickness to be debited against sick leave entitlement provided the period of sickness is more than five days and a medical certificate is produced and may permit the period of sickness to be debited against sick leave entitlement for lesser periods and/or without a medical certificate.
- 7.4.8 In special cases, employees may be allowed to anticipate sick leave becoming due on completion of a further period of service provided that at least five days’ sick leave is retained for each year of service for which sick leave is anticipated.
- 7.4.9 All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if employees resign before the next entitlement falls due.

## **7.5 ABSENCE THROUGH INJURY**

- 7.5.1 Compensation for loss of earnings will be paid under the terms of the Accident Rehabilitation and Compensation Insurance Act 1992.
- 7.5.2 The employer may use an employee’s sick leave entitlement to top up employer or ACC payments for loss of earnings to a maximum of the employee’s ordinary rate of pay in the case of a work injury, or to provide payment for the first week of absence in the case of a non-work injury, unless otherwise instructed by the employee.

## **7.6 WHĀNAU LEAVE**

Employees are entitled to debit leave from this category against their sick leave entitlement on the occasion of illness in the employee’s whānau. A medical certificate may be required if deemed appropriate by the employer.

## **7.7 PARENTAL LEAVE**

- 7.7.1 The Parental Leave and Employment Protection Act 1989 as amended applies, and its provisions are supplemented by the following:

7.7.2 Employees with less than 12 months' service may be granted parental leave of up to 26 weeks. (The Act provides for up to 52 weeks' parental leave for employees with more than 12 months' service).

#### 7.7.3 Applications

Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. Special and medical circumstances will be taken into account.

7.7.4 Parental leave is also available to employees intending to adopt a child under five years by whāngai placement.

#### 7.7.5 Notice of return from parental leave

An employee absent on parental leave is required to give at least one month's written notice of her/his return to duty.

#### 7.7.6 Parental Grant

- (a) Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before the expiration of the leave, they qualify for payment equivalent to 30 working days leave on pay, ie, at the rate applying for the 30 working days immediately following their ceasing duty. This payment will be made as soon as practicable after the employee's return to duty. Any adjustments to the salary scale that take effect during a period of parental leave will apply. Absence on parental leave shall not affect the granting of an increment that falls due during the period.
- (b) If an employee and their partner are both employed by the Whare Wānanga and are both eligible for the payment, then they are entitled to only one payment and they may choose (after they have qualified) as to who will receive it.
- (c) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (d) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered.
- (e) An employee shall not be eligible for a parental leave payment if their partner has received a payment from another state sector employer. However, an employee will receive a payment if eligible regardless of any payment that may have been made to their partner by a private sector employer.

7.7.7 An employee who is entitled to parental leave and who would be eligible for the parental grant under the terms of clause 7.7.3 may apply instead, at the

time of submitting the parental leave application, for six weeks' paid leave to commence at the beginning of the period of the parental leave.

7.7.8 Where approval is given it will:

- (a) be granted on the same terms and conditions as those applying to the ex-gratia payment described in clause 7.7.3; and
- (b) require the employee's agreement in writing to repay any payments made under this provision, if the employee resigns during the period of parental leave or does not otherwise return to work on an agreed date.

#### 7.7.9 Paid Parental Leave

- (a) The employer on request from the employee will:
  - (i) Provide details of the employee's entitlements to paid parental leave; and
  - (ii) Complete relevant forms provided by the employee within the required time limits.
- (b) The employer will supply information on the employee if and as required by the Department of Labour in a timely manner, so that the employee will not be prejudiced by the actions of the employer.
- (c) The employee agrees to advise in a timely manner both the employer and the Inland Revenue Department of early termination of the paid parental leave period.

### 7.8 BEREAVEMENT/TANGIHANGA LEAVE

7.8.1 An employee shall be granted special bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have 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).

7.8.2 In granting time off therefore, and for how long, the employer shall administer these provisions in a culturally sensitive manner taking into account:

- (a) The closeness of the association between the employee and the deceased; this association need not be a blood relationship;
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations; and.
- (d) Reasonable travelling time should be allowed for, but for cases involving overseas travel, that may not be the full period of travel.

7.8.3 A decision must be made as quickly as possible so that the employee is given maximum time possible to make any necessary arrangements. In

most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

7.8.4 If paid special leave is not appropriate, then annual leave or leave without pay should be granted, but as a last resort.

7.8.5 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

## **7.9 SPECIAL LEAVE**

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

7.9.1 Employees will be able to apply to the employer for paid special leave if they are required to appear before a court or tribunal (such as Waitangi Tribunal) as an expert witness and where there is no conflict of interest or pecuniary gain for the employee. Any fees or expenses paid by the court or tribunal are to be reimbursed back to the Whare Wānanga.

7.9.2 Employees will be able to apply to the employer for paid special leave if they are experiencing domestic violence or if they are supporting someone experiencing domestic violence.

## **7.10 JURY SERVICE LEAVE**

An employee called on for jury service will be entitled to special leave with pay. The employee may retain fees and expenses paid by the Department of Courts.

## **PART 8 TRAINING AND PROFESSIONAL DEVELOPMENT**

### **8.1 RECIPROCAL COMMITMENT**

- (a) Employees have an obligation to maintain and enhance their skills and competencies, both in their work areas and as part of their wider sector or profession. The employer has a responsibility to ensure that employees receive timely and appropriate training and opportunities for professional development.
- (b) Employees will receive training in the use of new technology before they are required to use such technology and they will receive appropriate technical support.
- (c) Employees will receive professional development in effective on-line teaching before engaging in such teaching.

8.1.1 Induction Programmes: The employer will provide induction programmes for all new employees which outline the mission, goals, policies and expectations of staff within the Whare Wānanga. New employees will be expected to attend these programmes.

8.1.2 Other Training: From time to time, at the request of the employer, an employee may be required to complete a short course or training related to their work area. Expenses associated with the course or training will be met in full by the employer. Leave taken to attend such training will not be deducted from statutory, annual or training and development leave entitlements.

### **8.2 TRAINING AND DEVELOPMENT**

- (a) Permanent employees will be allocated a minimum of 5 duty days (37.5 hours) for training and development activities in each leave year for which they are employed, reduced on a pro rata basis for proportional employees and for periods of employment of less than a full leave year, subject to:
  - (i) The employee having submitted a written a training and development plan to the employer;
  - (ii) The employer having approved the application; such approval not being unreasonably withheld;
  - (iii) Reasonable notice being given of the proposed activities; and
  - (iv) Timing of the activities being set with due regard for the Whare Wānanga's operational requirements.
- (b) Training and development activities are deemed to include those personal, professional and career development activities which reasonably may be construed as work related ie of immediate or likely future benefit to the employer.
- (c) Training and development time may be, by agreement between the employer and the employee carried over to a future year to support planned development activities. Such agreement must be recorded in writing.

- (d) The employer may agree to training and development time in excess of 5 days (37.5 hours) for development activities that have particular benefit for the Wānanga.
- (e) Subject to (c) above training and development time unused at the end of the leave year shall be forfeit.
- (f) In addition, the employer recognises the unique and important role that tribal hui or other significant hui play in the personal and professional development of employees. In recognising this, the employer will give due consideration to applications by staff to attend these hui, and may agree to paid or unpaid leave in order to do so.
- (g) The employer will allocate no less than 2% of the annual salaries budget for training and professional development needs of employees each budget year. The Wānanga is committed to providing ongoing training and professional development support to employees in accordance with the relevant Wānanga Training to Professional Development policies.

### **8.3 STUDY LEAVE**

8.3.1 For the purposes of this Agreement, study leave shall be defined as leave in addition to training and development leave where there is a need to complete qualifications, and/or to attend courses and seminars, and/or prepare for examinations that are considered by the employer to be relevant to the employee's employment. The formula for allocating study leave shall be as follows, half a day per:

- (a) week at professional doctorate level.
- (b) Study leave for all other PhD programmes will be approved on case-by-case basis for a minimum of one week per annum. Approval will be made in consultation with the employee, their line manager and the CEO.
- (c) week per paper to a maximum of 1 day per week at Masters level;
- (d) paper per fortnight to a maximum of one day per fortnight at Bachelor's level;
- (e) month to a maximum of 1 day per month for certificate and diploma level.
- (f) Study leave for PhD will be allocated on a case by case basis. Approvals will be made in consultation with the employee, their line manager and the CEO.

8.3.2 Employees may be granted additional study leave to enable them to complete qualifications and to attend courses and seminars that are considered by the employer to be relevant to their employment. Note additionally:

- (a) Provisions for this and other forms of study leave are at the discretion of the employer;



- (b) This leave may be approved as paid or unpaid leave at the employer's discretion; and
- (c) The granting of leave each year shall be subject to the employee's satisfactory progress in their work and studies.

#### **8.4 PROFESSIONAL DEVELOPMENT TUITION FEES**

8.4.1 For the purposes of this Agreement, tuition fees will be defined as fees associated with tertiary study that is relevant to the employee's employment.

- (a) Application of intent must be received in writing by 1 November prior to the year of study.
- (b) Confirmed by enrolment by 1 March or 1 July in the year of study.
- (c) Approval to enrol in the course of study will be received by 31 December, prior to the year of study. Approval will not be unreasonably withheld.
- (d) Approval for courses is subject to the course of study being relevant to the employee's position with the employer and budget constraints. Approval will not be unreasonably withheld.
- (e) The employer shall normally meet the costs of course tuition fees for the approved courses of study. However, the employer may approve part payment.

8.4.2 Should the staff member not pass the course or withdraw after the withdrawal date, the employer may recover the tuition fees so paid from the staff member.

8.4.3 Other fees, travel, accommodation and the purchase of books and instruments are the responsibility of the employee.

## **PART 9 ALLOWANCES, EXPENSES AND GRANTS**

### **9.1 HIGHER DUTIES ALLOWANCE**

- 9.1.1 The employer shall approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate shall be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position.
- 9.1.2 The rate of the allowance will be calculated by taking the difference between the salary of the employee acting in the position and the salary that the employee would receive if appointed to the higher position. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities, competently performed, bear to the whole of the higher duties and responsibilities.
- 9.1.3 Where an employee is promoted to a position that he/she has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date the higher duties were taken up.

### **9.2 MOTOR VEHICLE EXPENSES**

Where the use of a private vehicle for official business has been approved, the employee shall be paid a vehicle allowance at the applicable standard mileage rate for motor vehicles published by Inland Revenue rate per kilometre for each qualifying kilometre up to 5,000 kms per calendar year, and 19 cents per kilometre for each qualifying kilometre over 5,000 kms.

### **9.3 TRAVELLING ALLOWANCE**

- 9.3.1 An employee required to travel within New Zealand on Whare Wānanga business will be paid a travelling allowance as follows:
- (a) approved actual and reasonable accommodation costs or an allowance of \$38.94 per night from 1 January 2018 and \$39.72 per night from 1 January 2020 when staying privately;
  - (b) actual and reasonable meal costs for each completed 24 hour period; and
  - (c) an incidental allowance of \$11.13 from 1 January 2018 and \$11.35 from 1 January 2020 for each 24 hour period.

Where appropriate, the employee will provide proof of payment.

9.3.2 Travel expenses shall mean fares and transport to and from the point of departure. These expenses are to be mutually agreed to by the employee and the employer prior to the employee travelling.

9.3.3 When an employee is instructed to leave and return to their normal place of work on the same day, they shall be reimbursed for actual and reasonable expenses.

#### **9.4 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 they would not otherwise have bought, shall be paid a meal allowance of \$15.90 from 1 January 2018 and \$16.22 from 1 January 2020.

#### **9.5 COMPASSIONATE GRANT ON DEATH OF EMPLOYEE**

(a) Upon the death of a permanent employee, whether full-time or part-time, the Employer will pay to the next of kin an amount of one-twelfth of each year's annual salary for each year of service, to the equivalent of one year's full-time salary.

(b) For the purpose of this clause, the term 'next of kin' means the spouse or partner of the deceased employee, or where there is no surviving spouse or partner, any dependent relative of the deceased employee.

#### **9.6 HEALTH AND FITNESS ALLOWANCE**

On the production of a receipt, employees will be reimbursed for annual fees incurred as a result of participating in health and fitness activities, and membership fees pertaining to such activities, up to a maximum of \$226.87 per annum from 1 January 2018 and \$231.41 per annum from 1 January 2020. This payment will apply to full-time permanent employees, or full-time employees on fixed term agreements exceeding one year's duration.

## **PART 10 PROTECTION AND SAFETY PROVISIONS**

### **10.1 HEALTH AND SAFETY**

In accordance with the Health and Safety in Work Act 2015, the employer will encourage safe work practices through the establishment of Health and Safety Committees that shall include elected employee representatives. The elected representatives will comprise at least half of each committee.

The number and location of the committees will take account of the type of work and the geographical distribution of employees. Each committee will be able to recommend to the employer any proceedings or practices considered essential or desirable in the interest of health, safety and good employer practice.

Where there is a committee with functions of developing policies and/or reviewing practices, there shall be, in addition to the above, at least one representative from each union, elected by the respective union branches.

### **10.2 PROTECTIVE CLOTHING**

10.2.1 Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use.

10.2.2 Where justified, prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change of lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required.

10.2.3 Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis.

10.2.4 An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.

10.2.5 The employer shall take all reasonable practicable steps to ensure that the employee is instructed in the use and need for safety clothing and equipment.

10.2.6 The employee shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so shall constitute misconduct.

### **10.3 EYE TESTS**

An employee who is engaged in VDU duties for at least 50% of their normal working time shall be entitled to an eye test at the employer's expense immediately upon being assigned to such duties. Further tests shall be provided

at not less than two yearly intervals upon application to the employer. If the test discloses that prescription spectacles or contact lenses are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by a VDU, then the cost of lenses for spectacles or contact lenses will be met by the employer. The reimbursed cost of the spectacles or lenses shall not exceed \$265.30 (exclusive of eye tests).

#### **10.4 HEARING TESTS**

Hearing tests will be made available to staff whose duties may subject them to excessive noise and possible hearing damage. Such tests to be available at six-month intervals, with the costs of the tests to be met by the Whare Wānanga.

#### **10.5 NEW TECHNOLOGY**

When new technology is introduced into a workplace, it will be the responsibility of the employer to provide appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.

#### **10.6 FLU VACCINATIONS**

All full time and part time employees are entitled to one 'flu' vaccination per annum. On the production of a receipt the employer will reimburse the employee for the cost of the vaccination.

## **PART 11      REVIEWS (OR ORGANISATIONAL CHANGE)**

### **11.1      CONSULTATION AND MANAGEMENT OF CHANGE**

- 11.1.1 The Whare Wānanga recognises the right of the management to manage, organise and make final decisions on the operations and policies of the organisation.
- 11.1.2 The employer will involve the employees and TIASA in the consideration of any proposal which may result in substantial changes affecting them. Such involvement will include reasonable notification and consultation (which is recognised to include the provision of relevant information and/or any draft plan or goals), full consideration of the views of employees and their authorised representatives, and where appropriate, employee and/or bargaining agent participation in reviews and decision-making processes.
- 11.1.3 The agreed timeframe for a review will include a minimum consultation time of 28 days to ensure the unions and the employees can prepare individual or collective submissions to the employer. Where this timeframe is not practicable, a lesser period of time may be negotiated.

### **11.2      REDUNDANCY AND MANAGEMENT OF SURPLUS STAFFING**

- 11.2.1 Where a review or restructuring has the potential to affect the job security of an employee covered by this agreement, the employer will enter into a process of consultation with the affected employee(s) and TIASA prior to any final decisions being made. The purpose of such consultation is to allow the parties sufficient opportunity to ensure all relevant information is being considered when the employer is making the final decision and to investigate options which would prevent any loss of employment, eg. the non-replacement of staff through attrition; voluntary redundancy; voluntary redeployment; voluntary reduced hours and/or job sharing. Decisions on surplus staffing will take no account of an employee's accrued study leave credit.
- 11.2.2 In the case of a surplus staffing situation, the employer will advise the employee(s) affected not less than three months prior to the date by which the surplus staff are to be discharged. The three month period is inclusive of the regular period of notice in clause 14 and may be varied by agreement between the employer and the employee concerned. The period of notice for a fixed term employee shall be no greater than the unexpired portion of the term.
- 11.2.3 The employer will consult and explore options with the employee affected and TIASA. Options to be explored include redeployment, retraining and enhanced early retirement. Where reasonable efforts to resolve the surplus staffing situation through these options prove unsuccessful, redundancy provisions may be invoked. Alternatively, the employee(s) affected may apply for redundancy without exploration of these options.
- 11.2.4 Employees who have been given notice of redundancy will, within the period of notice, be given reasonable time, on full pay, to make arrangements to seek new employment.

### **11.3 REDEPLOYMENT**

11.3.1 An employee may be redeployed to a similar position within the organisation providing the skills and abilities required are very nearly the same.

11.3.2 The conditions under which employees may be redeployed to alternative duties are as follows:

- (a) Employees may be redeployed to a position at the same, higher or lower salary.
- (b) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary at the rate paid for the old job at the time of redeployment. The salary can be preserved in the following ways:
  - (i) a lump sum to make up for the loss of basic salary for one year, payable at the end of the year (if the employee leaves the Whare Wānanga before the end of the year, they shall receive payment for that period of the year worked); or
  - (ii) an on-going allowance for one year of the difference between the present salary and the new salary.
- (c) Employees who are offered a position in the Whare Wānanga which is directly comparable to their existing position, and who decline appointment, will not be eligible for payments under clause 11.7. Redundancy will be a last resort.

### **11.4 RETRAINING**

When a staff member, available for redeployment, is not immediately suitable for a particular vacant position and the skills gap can be bridged by a short period of training, the employer will endeavour to arrange and resource the training.

### **11.5 ENHANCED EARLY RETIREMENT**

This option is an enhancement to the standard retirement provision. It provides for an employee to receive an amount not less than the equivalent of paid severance.

### **11.6 VOLUNTARY REDUNDANCY**

11.6.1 If a surplus staffing situation is possible and the employer has entered into the consultative process described in clause 11.1, an employee may apply to terminate their employment through voluntary redundancy.

11.6.2 If a surplus staffing situation has been declared and notice given as described in clause 11.2, an employee may apply to terminate their employment through redundancy without the exploration of alternative options.

11.6.3 Applications will be considered on a case by case basis. The employer reserves the right to decline an application on the basis of operational needs and/or when the specific skills and competencies of the applicant need to be retrained within the organisation.

11.6.4 Where an application for voluntary redundancy is approved, the normal notice requirements specified in clause 4.2 will apply.

11.6.5 Where an application for redundancy without the exploration of other options under clause 11.6.2 is approved, the period of notice will be determined by the employer on the basis of operational needs and taking into account, as far as possible, the wishes of the employee.

11.6.6 Where an application for voluntary redundancy or redundancy without the exploration of other options is approved, the employee concerned will receive compensation as specified in clause 11.7 and be ineligible for consideration for re-employment within the organisation for a period of not less than three months following the date of termination.

## **11.7 REDUNDANCY**

11.7.1 Where an employee is declared redundant, the employer will pay to the employee financial compensation based on continuous service with the organisation as follows:

- (a) twelve percent of salary for the preceding 12 months;
- (b) four percent of salary for the preceding 12 months multiplied by the number of years service minus one; and
- (c) 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

11.7.2 Any payment to a fixed term employee (where a position ceases to exist) under this clause shall be no greater than the salary that would be due over the unexpired portion of the term.

11.7.3 In addition, payment will be made in lieu of any outstanding accrued annual leave.

## **11.8 EMPLOYEE PROTECTION PROVISION**

### **11.8.1 Introduction**

In any case of restructuring, as defined in the Employment Relations Amendment Act (No.2) 2004, where it is proposed that the business (or part of it) is to be sold or contracted out, the Employer will notify TIASA and the affected employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.



### **11.8.2 Definitions**

For the purposes of these provisions “affected employee”, “restructuring” and “new employer” shall have the same meaning as in the Employment Relations Amendment Act (No.2) 2004. “Employer” shall mean the original employer party to this collective agreement.

### **11.8.3 Consultation**

These employee protection provisions are to be read in conjunction with the surplus staffing consultation and restructuring provisions in this Agreement that appear in Section 11.1 and 11.2 “Organisational Change”. When consulting, the employer will provide TIASA with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

### **11.8.4 Terms of Employment**

In the course of negotiating a sale or purchase agreement or a contract for services, the Employer will endeavour to obtain employment for affected employees and will raise in discussions with the New Employer the following matters:

- (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.

### **11.8.5 New Employment Opportunities**

The employer will subsequently advise TIASA and affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities. The employer will also advise employees and explain the implications of their right to accept or decline to transfer to the new employer.

### **11.8.6 Implications for redundancy compensation of election to transfer**

Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer.

## **11.9 TECHNICAL REDUNDANCY**

- 11.9.1 In the event that all or part of the work undertaken by the employee will be affected by the employer entering into an arrangement whereby a new employer will undertake the work currently undertaken by the employee, the employer will meet with the employee, providing information about the

proposed arrangement and an opportunity for the employee to comment on the proposal, consider and respond to their comments.

- 11.9.2 The employer will negotiate with the new employer, including whether the affected employees will transfer to the new employer on the same terms and conditions, and will use best endeavours to secure the new employer's agreement to offer employment to the employee.
- 11.9.3 Where the employee either chooses not to transfer to the new employer, or is not offered employment by the new employer, the employer will activate the redundancy provisions of this agreement.
- 11.9.4 The definition of "restructuring" is in accordance with the Employment Relations Amendment Act (ERA) 2004. The Employer will manage situations that fit this definition of "restructuring" as required by the ERA Amendment Act 2004, with particular note of protection for workers being contracted **in or out**, and the unique requirements in restructuring situations for vulnerable workers as defined by the amendment to the Act.

## **PART 12 UNION MATTERS**

### **12.1 DEDUCTIONS**

With the written consent of the employee, the employer shall deduct membership fees from the wages payable to employees under this agreement and remit them to The Tertiary Institutes Allied Staff Association - Te Hononga (TIASA) on a monthly basis.

### **12.2 MEETINGS**

The Tertiary Institutes Allied Staff Association – Te Hononga (TIASA) may hold meetings as follows:

- (a) Provision shall be allowed for paid hui on site to discuss work related matters; and.
- (b) Sufficient numbers of employees shall remain at work to ensure continuance of essential work, if required.

### **12.3 ACCESS TO EMPLOYER'S PREMISES**

An official or other authorised representative of The Tertiary Institutes Allied Staff Association Te Hononga (TIASA) hereto, shall, with the prior consent of the employer (which shall not unreasonably be withheld) be entitled to enter the premises of the employer at all reasonable times during business hours and there interview any member, but not so as to interfere unreasonably with the employer's business.

### **12.4 BRANCH PRESIDENT**

The Whare Wānanga recognises the role that the unions Branch Presidents undertake within the unions, at a local and national level, and the time commitment this sometimes entails. The Whare Wānanga will continue to support this involvement.

12.4.1 The Whare Wānanga recognises that the time involved does vary. Where a Branch Chair perceives that a problem exists in relation to the undertaking of Branch Chair activities, they should raise this with Human Resources for resolution.

## **PART 13 PERSONAL GRIEVANCES**

### **13.1 PROCEDURES FOR SETTLEMENT OF DISPUTES**

#### **13.1.1 Undertaking**

13.1.2 The parties to this agreement agree that this agreement shall be administered in accordance with the true intention of its terms and provisions.

13.1.3 The parties agree to comply and abide by all the provisions of the agreement.

### **13.2 DISPUTES AND PERSONAL GRIEVANCES**

13.2.1 Whilst acknowledging the processes and procedures encompassed within the Employment Relations Act 2000, the Whare Wānanga, its management and staff recognise the pre-eminence of world views encapsulated within tikanga Māori.

13.2.2 Therefore in seeking to address issues relating to discipline, dismissal and grievance, the Whare Wānanga, its management and staff will acknowledge in the first instance their collective responsibility in endeavouring to achieve resolution in accordance with tikanga Māori.

13.2.3 The parties may mutually agree to bypass this process. In such cases, or where agreement is unable to be reached, the procedure outlined below, shall apply.

#### **Procedure for Resolving Employment Relationship Problems:**

- (a) The Employment Relations Act 2000 requires that all collective agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The Whare Wānanga and TIASA, have agreed on the following procedure and wish to draw it to the attention of all existing staff.
- (b) Employment relationship problems include:
  - (i) A **personal grievance** (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
  - (ii) A **dispute** (about the interpretation, application or operation of an employment agreement).
  - (iii) **Any other problem** relating to or arising out of your employment relationship with the Whare Wānanga except matters relating to the fixing of new terms and conditions of employment.
- (c) You have the right to seek the support and assistance of TIASA or to seek information from the Department of Labour Mediation Service at any time.

- (d) If you believe there is a problem with your employment relationship with the Whare Wānanga, you should tell your manager, either personally or through TIASA as soon as possible:
  - (i) that there is a problem; and
  - (ii) the nature of the problem; and
  - (iii) what you want done about the problem.
- (e) If for any reason you feel unable to raise the matter with your immediate manager, other suggested contacts are:  
Human Resource Manager; or  
Chief Executive Officer.
- (f) In the case of a personal grievance, you must raise the matter with the employer with 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
- (g) The employer will try to resolve the matter through discussion with you and/or TIASA. If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Department of Labour, which may provide mediation services.
- (h) If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
- (i) In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the Whare Wānanga to the Employment Court.

## SIGNATORIES

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Signed: Wiremu Doherty, Chief Executive Officer  
On behalf of Te Whare Wānanga o Awanuiārangi

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Date

A handwritten signature in blue ink, appearing to read "Peter Joseph", is centered on a light blue rectangular background.

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Signed: Peter Joseph, Chief Executive  
for and on behalf of Tertiary Institutes Allied Staff Union - Te Hononga

14 December 2021

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Date

## SCHEDULE A

### TE WHARE WĀNANGA O AWANUIĀRANGI – SALARIES

#### ACADEMIC SALARY SCALE

		2020		2021	
		01-01-20		01-01-21	
		2% increase		1% increase	
Class	Step	Per Annum	Hourly	Per Annum	Hourly
	1	\$ 50,803.13	\$ 26.05	\$ 51,311.16	\$ 26.31
	2	\$ 53,069.04	\$ 27.21	\$ 53,599.73	\$ 27.49
	3	\$ 55,331.54	\$ 28.38	\$ 55,884.86	\$ 28.66
	4	\$ 56,768.81	\$ 29.11	\$ 57,336.50	\$ 29.40
	5	\$ 57,596.31	\$ 29.54	\$ 58,172.27	\$ 29.83
	6	\$ 59,256.99	\$ 30.39	\$ 59,849.56	\$ 30.69
	7	\$ 60,917.67	\$ 31.24	\$ 61,526.85	\$ 31.55
	8	\$ 62,577.21	\$ 32.09	\$ 63,202.98	\$ 32.41
Bar	9	\$ 64,237.89	\$ 32.94	\$ 64,880.27	\$ 33.27
	10	\$ 65,897.42	\$ 33.79	\$ 66,556.39	\$ 34.13
	11	\$ 67,558.11	\$ 34.65	\$ 68,233.69	\$ 34.99
	12	\$ 69,216.49	\$ 35.50	\$ 69,908.65	\$ 35.85
	13	\$ 70,878.30	\$ 36.35	\$ 71,587.08	\$ 36.71
Bar	14	\$ 72,539.01	\$ 37.20	\$ 73,264.40	\$ 37.57
	15	\$ 75,707.63	\$ 38.82	\$ 76,464.71	\$ 39.21
	16	\$ 77,254.32	\$ 39.62	\$ 78,026.86	\$ 40.01
	17	\$ 78,802.17	\$ 40.41	\$ 79,590.19	\$ 40.82
	18	\$ 80,348.88	\$ 41.20	\$ 81,152.37	\$ 41.62
Bar	19	\$ 81,897.85	\$ 42.00	\$ 82,716.83	\$ 42.42
	20	\$ 85,064.18	\$ 43.62	\$ 85,914.82	\$ 44.06
	21	\$ 88,386.69	\$ 45.33	\$ 89,270.56	\$ 45.78
	22	\$ 91,705.77	\$ 47.03	\$ 92,622.83	\$ 47.50
	23	\$ 95,171.88	\$ 48.81	\$ 96,123.60	\$ 49.29
	24	\$ 98,347.34	\$ 50.43	\$ 99,330.81	\$ 50.94

## ADMINISTRATION AND LIBRARY PAY GRADES (100% MIDPOINTS)

<b>Strategic Pay Grade</b>	<b>Policy Midpoint 2020 PA Rate Negotiated Increase 2% 01-01-20</b>	<b>Policy Midpoint 2021 PA Rate Negotiated Increase 1% 01-01-21</b>
<b>18</b>	\$94,088.06	\$95,028.94
<b>17</b>	\$88,179.61	\$89,061.40
<b>16</b>	\$82,261.31	\$83,083.93
<b>15</b>	\$76,701.24	\$77,468.25
<b>14</b>	\$71,908.31	\$72,627.40
<b>13</b>	\$66,854.50	\$67,523.04
<b>12</b>	\$62,642.90	\$63,269.33
<b>11</b>	\$58,455.11	\$59,039.66
<b>10</b>	\$54,697.49	\$55,244.46
<b>9</b>	\$51,084.29	\$51,595.13
<b>8</b>	\$47,760.46	\$48,238.06
<b>7</b>	\$44,581.05	\$45,026.86
<b>6</b>	\$41,623.20	\$42,039.43

- As at 1 January 2019 a minimum rate of \$20.55 per hour (\$40,072.50 gross per annum) will apply.



## SCHEDULE B

### TE TIRITI O WAITANGI

#### He Kupu Whakataki

Ko Wikitoria, te Kuīni o Ingarani, i tana mahara atawai ki ngā Rangatira me ngā Hapū o Nu Tīrani i tana hiahia hoki kia tohungia ki a rātou ō rātou rangatiratanga, me tō rātou wenua, ā kia mau tonu hoki te rongō ki a rātou me te āta noho hoki kua wakaaro ia he mea tika kia tukua mai tētahi Rangatira hei kaiwakarite ki ngā Tāngata Māori o Nu Tīrani kia wakaāetia e ngā Rangatira Māori te Kāwanatanga o te Kuīni ki ngā wāhi katoa o te wenua nei me ngā motu, nā te mea hoki he tokomaha kē ngā tāngata o tōna iwi kua noho ki tēnei wenua, ā e haere mai nei. Nā ko te Kuīni e hiahia ana kia wakaritea te Kāwanatanga kia kaua ai ngā kino e puta mai ki te Tāngata Māori ki te Pākehā e noho ture kore ana. Nā, kua pai te Kuīni kia tukua a hau a Wiremu Hopihona he Kāpitana i te Roiara Nawi he Kāwana mō ngā wāhi katoa o Nu Tīrani e tukua aianeī, āmua atu ki te Kuīni e mea atu ana ia ki ngā Rangatira o te wakaminenga o ngā hapū o Nu Tīrani me ērā Rangatira atu ēnei ture ka kōrerotia nei.

#### Ko Te Tuatahi

Ko ngā Rangatira o te Wakawinenga me ngā Rangatira katoa hoki kīhai i uru ki taua Wakaminenga ka tuku rawa atu ki te Kuīni o Ingarangi ake tonu atu, te Kāwanatanga katoa ō rātou wenua.

#### Ko Te Tuarua

Ko te Kuīni o Ingarangi ka wakarite ka wakaāe ki ngā Rangatira ki ngā hapū, ki ngā tāngata katoa o Nu Tīrani te tino rangatiratanga o ō rātou wenua ō rātou kāinga me ō rātou taonga katoa. Otia ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa atu ka tuku ki te Kuīni te hokonga o ērā wāhi wenua e pai ai te tangata nōna te wenua, ki te ritenga o te utu e wakaritea ai e rātou ko te kaihoko e meatia nei e te Kuīni hei kaihoko mōna.

#### Ko Te Tuatoru

Hei wakaritenga mai hoki tēnei mō te wakaāetanga ki te Kāwanatanga o te Kuīni. Ka tiakina e te Kuīni o Ingarangi ngā tāngata Māori katoa o Nu Tīrani. Ka tukua ki a rātou ngā tikanga katoa rite tahi ki āna mea ki ngā tāngata o Ingarangi.

W Hopihona, Kāwana Rūtene.

Nā ko mātou ko ngā Rangatira e te Wakaminenga o ngā hapū o Nu Tīrani ka huihui nei ki Waitangi ko mātou hoki ko ngā Rangatira o Nu Tīrani ka kite nei i te ritenga o ēnei kupu. Ka tangohia ka wakaāetia katoatia e mātou. Koia ka tohungia ai o mātou ingoa o mātou tohu. Ka meatia tēnei ki Waitangi i te ono o ngā rā o Pēpueri i te tau kotahi mano, e waru rau e whā te kau o tō tātou Ariki.

## SCHEDULE C

### HE WAKAPUTANGA O TE RANGATIRA O NU TIRENI

1. Ko mātou, ko ngā Tino Rangatira o ngā iwi o Nu Tireni i raro mai o Hauraki, kua oti nei te huihui i Waitangi, i Tokerau, i te rā 28 o Oketopa, 1835. Ka wakuputa i te Rangatiratanga o tō mātou wenua ā ka meatia ka wakuputaia e mātou he Wenua Rangatira, kia huaina, “Ko te Wakaminenga o ngā Hapū o Nu Tereni”.
2. Ko te Kīngitanga, ko te mana i te wenua wakaminenga o Nu Tireni, ka meatia nei kei ngā Tino Rangatira anake i tō mātou huihuinga, ā ka mea hoki, e kore e tukua e mātou te wakarite ture ki tētahi hunga kē atu, me tētahi Kāwanatanga hoki kia meatia i te wenua o te wakaminenga o Nu Tereni, ko ngā tangata anake e meatia nei e mātou, e wakarite ana ki te ritenga o tō mātou ture e meatia nei e mātou i tō mātou huihuinga.
3. Ko mātou, ko ngā Tino Rangatira, ka mea nei, kia huihui ki te rūnanga ki Waitangi ā te Ngahuru i tēnei tau i tēnei tau, ki te wakarite ture, kia tika ai te wakawakanga, kia mau pū te rongo, kia mutu te hē, kia tika te hokohoko ā ka mea hoki ki ngā Tauwiwi o runga, kia wakarerea te wawai, kia mahara ai ki te wakaoranga o tō mātou wenua, ā kia uru rātou ki te wakaminenga o Nu Tireni.
4. Ka mea mātou, kia tuhituhia he pukapuka, ki te ritenga o tēnei o tō mātou wakuputanga nei, ki te Kīngi o Ingarani, hei kawē atu i tō mātou aroha, nāna hoki i wakaae ki te kara mō mātou. Ā nō te mea ka atawai mātou, ka tiaki i ngā Pākehā e noho nei i uta, e rere mai ana ki te hokohoko koia ka mea ai mātou ki te Kīngi kia waiho hei Matua ki a mātou i tō mātou tamarikitanga, kei wakakahoretia tō mātou Rangatiratanga.

Kua wakaaetia katoatia e mātou i tēnei rā i te 28 Oketopa, 1835, ki te aroaro o te Reireneti o te Kīngi o Ingarani.

## SCHEDULE D

### The Mātaatua Declaration on Cultural and Intellectual Property Rights of Indigenous Peoples – June 1983

*In recognition that 1993 is the United Nations International Year for the World's Indigenous Peoples.*

*The Nine Tribes of Mātaatua in the Bay of Plenty region of Aotearoa/New Zealand convened the First International Conference on the Cultural and Intellectual Property Rights of Indigenous Peoples (12 - 18 June 1993, Whakatāne).*

*Over 150 delegates from 14 countries attended, including indigenous representatives from Ainu (Japan), Australia, Cook Islands, Fiji, India, Panama, Peru, Philippines, Surinam, USA and Aotearoa.*

*The conference met over six days to consider a range of significant issues, including; the value of indigenous knowledge, biodiversity and biotechnology, customary environmental management, arts, music, language and other physical and spiritual cultural forms. On the final day, the following was passed by the plenary:*

#### DECLARATION

##### PREAMBLE

**Recognising** that 1993 is the United Nations International Year for the World's Indigenous Peoples:

**Reaffirming** the undertaking of United Nations member States to:

“Adopt or strengthen appropriate policies and/or legal instruments that will protect indigenous intellectual and cultural property and the right to preserve customary and administrative systems and practices” - United Nations Conference on Environmental Development: UNCED Agenda 21 (26.4b);

**Noting** that the Working principles which emerged from the United Nations Technical Conference on Indigenous Peoples and the Environment - held in Santiago, Chile from 18 22 May 1992 - (E/CN 4/Sub. 2/1992/31);

**Endorsing** the recommendations on Culture and Science from the World Conference of Indigenous Peoples on Territory, Environment and Development - held in Kari-Oca, Brazil, 25–30 May 1992;

#### **WE**

**Declare** that indigenous peoples of the world have the right to self determination and in exercising that right must be recognised as the exclusive owners of their cultural and intellectual property.

**Acknowledge** that indigenous peoples are capable of managing their traditional knowledge but are willing to offer it to all humanity provided their fundamental rights to define and control this knowledge are protected by the international community.

**Insist** that the first beneficiaries of indigenous knowledge, cultural and intellectual property rights must be direct indigenous descendants of such knowledge.

**Declare** that all forms of discrimination and exploitation of indigenous peoples, indigenous knowledge and indigenous cultural and intellectual property rights must cease.

## **1. RECOMMENDATION TO INDIGENOUS PEOPLES**

In the development of policies and practices, indigenous peoples should:

- 1.1 Define for themselves their own intellectual and cultural property.
- 1.2 Note that existing protection mechanisms are insufficient for the protection of Indigenous Peoples Intellectual and Cultural Property Rights.
- 1.3 Develop a code of ethics which external users must observe when recording (visual, audio, written) their traditional and customary knowledge.
- 1.4 Prioritise the establishment of indigenous education, research and training centers to promote their knowledge of customary environmental and cultural practices.
- 1.5 Reacquire traditional indigenous lands for the purpose of promoting customary agricultural production.
- 1.6 Develop and maintain their traditional practices and sanctions for the protection, preservation and revitalisation of their traditional intellectual and cultural properties.
- 1.7 Assess existing legislation with respect to the protection of antiquities.
- 1.8 Establish an appropriate body with appropriate mechanisms to:
  - (a) Preserve and monitor the commercialisation or otherwise of indigenous cultural properties in the public domain.
  - (b) Generally advise and encourage indigenous peoples to take steps to protect their cultural heritage.
  - (c) Allow a mandatory consultative process with respect to any new legislation affecting indigenous peoples cultural and intellectual property rights.
- 1.9 Establish international indigenous information centres and networks.
- 1.10 Convene a Second International Conference (Hui) on the Cultural and Intellectual Property Rights of Indigenous Peoples to be hosted by the Co-ordinating Body of the Indigenous Peoples Organisations of the Amazon Basin (COICA).

## **2. RECOMMENDATIONS TO STATES, NATIONAL AND INTERNATIONAL AGENCIES**

In the development of policies and practices, States, National and International agencies must:

- 2.1 Recognise that indigenous peoples are the guardians of their customary knowledge and have the right to protect and control dissemination of that knowledge.
- 2.2 Recognise that indigenous peoples also have the right to create new knowledge based on cultural traditions.
- 2.3 Note that existing protection mechanisms are insufficient for the protection of Indigenous Peoples Cultural and Intellectual Property Rights.
- 2.4 Accept that the cultural and intellectual property rights of indigenous peoples are vested with those who created them.
- 2.5 Develop in full co-operation with indigenous peoples an additional cultural and intellectual property rights regime incorporating the following:
  - Collective (as well as individual) ownership and origin.
  - Retroactive coverage of historical as well as contemporary works.
  - Protection against debasement of culturally significant items. Co-operative rather than competitive framework.
  - First beneficiaries to be the direct descendants of the traditional guardians of knowledge.
  - Multi-generational coverage span.

## **3. BIODIVERSITY AND CUSTOMARY ENVIRONMENTAL MANAGEMENT**

- 3.1 Indigenous flora and fauna is inextricably bound to the territories of indigenous communities and any property rights claims must recognise their traditional guardianship.
- 3.2 Commercialisation of any traditional plants and medicines of indigenous peoples, must be managed by the indigenous peoples who have inherited such knowledge.
- 3.3 A moratorium on any further commercialisation of indigenous medicinal plants and human genetic materials must be declared until indigenous communities have developed appropriate protection mechanisms.
- 3.4 Companies, institutions both governmental and private not undertake experiments or commercialisation of any biogenetic resources without the consent of the appropriate indigenous peoples.
- 3.5 Prioritise settlement of any outstanding land and natural resources claims of indigenous peoples for the purpose of promoting customary, agricultural and marine production.

## SCHEDULE E

### MATTERS FOR FURTHER DISCUSSION

- 1.1 The parties agree to further discuss, during the term of the agreement, the following matters carried over from the previous terms of settlement.
  - 1.1.1 Health and Wellbeing Provision – parties to look creatively at current provision.
  - 1.1.2 TIASA Time Release – intent and application of current provision.
  - 1.1.3 Health and Wellbeing – security and workload concerns (urgent).
  - 1.1.4 Overnight Allowance – out of pocket expenses.