

SCHEDULE C



MANUKAU INSTITUTE OF TECHNOLOGY

**TIASA Staff Collective Employment Agreement
(Allied, Security Officers, Cleaners, Catering)**

1 April 2022 – 31 December 2022



EFFECTIVE DATE:

01 April 2022 EXPIRES:

31 December 2022

1.0	EMPLOYMENT AGREEMENT COVERAGE	1
1.1	Parties.....	1
1.2	Coverage.....	1
1.3	Exclusions	1
1.4	Variation of the Employment Agreement.....	1
2.0	DEFINITIONS	2
3.0	TERMS OF EMPLOYMENT	2
3.1	Trial and Notice Periods	2
3.2	Retirement.....	3
3.3	Security License and Qualifications.....	3
3.4	Professional Development.....	3
4.0	SALARIES	3
4.1	Rates.....	3
4.2	Payment of Salaries	3
5.0	HOURS OF WORK & WORK BREAKS.....	4
5.1	Weekly Hours Allied	4
5.2	Weekly Hours Cleaners	4
5.3	Weekly Hours Security.....	4
5.4	Roster Security.....	5
5.5	Weekly Hours Catering.....	5
5.6	Work Breaks All Staff.....	5
6.0	OVERTIME / PENAL RATES.....	6
6.1	Overtime Rates Allied.....	6
6.2	Time Off in Lieu of Overtime Allied Staff	6
6.3	Overtime Rates Cleaners, Catering and Security	6
6.4	Overtime Limits	6
6.5	Emergency Work/On Call Security Staff Only	6
6.6	Limits on Unbroken Work	7
6.7	Call Back	7
7.0	LEAVE	7
7.1	Service for Leave Purposes.....	7
7.2	Public Holidays	7
7.3	Annual Leave (for all except Catering)	8
7.4	Annual Leave–Catering Specific.....	9
7.5	Sick Leave	9
7.6	Bereavement/Tangihanga Leave for Death in New Zealand or Overseas	10
7.7	Parental Leave	10
7.8	Special Leave	11
7.9	Long Service Leave Allied, Security and Catering.....	11
7.10	Long Service Leave Cleaners	11
7.11	Wellness Day	11
7.12	Incapacity	12
8.0	HIGHER DUTIES ALLOWANCE	12
8.1	Higher Duties Allowance	12
8.2	Removal Expense	13
9.0	HEALTH & SAFETY	13

9.1	Commitment to Healthy and Safe Work Practices	13
9.2	Protective Clothing and Equipment	13
9.3	Computer Users Agreement	13
9.4	Domestic Violence.....	13
10.0	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS.....	13
11.0	SAVINGS CLAUSE.....	14
12.0	ORGANISATION CHANGE.....	14
12.1	Definition.....	14
12.2	Procedures	14
12.3	Application	15
12.4	Intent.....	15
12.5	Options	15
12.6	Rights of Employees Declared Surplus.....	16
12.7	Employee Transfer Protection	16
13.0	UNION MATTERS	17
13.1	Right of Access.....	17
13.2	Stop Work Meetings.....	17
13.3	Union Fee Deductions	17
14	TERM OF THE EMPLOYMENT AGREEMENT	18
15	WORKING PARTY	18
16	ATTESTATION.....	19
SCHEDULE A: SALARIES.....		20
SCHEDULE B: ALLOWANCES.....		24
SCHEDULE C: RETIRING LEAVE		26

1.0 EMPLOYMENT AGREEMENT COVERAGE

1.1 Parties

~~The parties to this Agreement are the Manukau Institute of Technology Limited, (the ‘employer’), and the Tertiary Institutes Allied Staff Association, (TIASA, the ‘union’).~~

1.2 Coverage

~~This Agreement applies to employees who are members of the union and who carry out the following types of work:~~

~~Personal Assistant~~

~~Administrator/Assistant Work (e.g. finance, marketing human resources, payroll,)~~

~~Academic Administration (e.g Programme Coordinator, Administrators, Ask Me!)~~

~~Library services, (Librarian’s, Assistants)~~

~~Customer Service Representative~~

~~Reception~~

~~Technical support,~~

~~Grounds,~~

~~Mail processing and Delivery,~~

~~Handy Persons~~

~~Counselling,~~

~~Student Support (e.g SS Advisors/Pastoral Support & Learning Support Advisors &~~

~~School Community Liaison)~~

~~Cleaners~~

~~Control Room~~

~~Security Officers~~

~~Catering Assistant~~

~~Technicians within Academic Campuses~~

~~In addition it covers workers who are senior that supervise the above types of work.~~

1.3 Exclusions

~~This Agreement does not cover employees who are employed as:~~

~~The Chief Executive Officer, or~~

~~Positions designated as senior positions in terms of The Education and Training Act 2020~~

1.4 Variation of the Employment Agreement

~~This Agreement may be varied provided that:~~

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

2.0 DEFINITIONS

~~"Employer" means the Manukau Institute of Technology Limited, or any manager acting with his/her delegated authority.~~

"Employee" means a person employed in terms of clauses 1.2 of this employment agreement.

"Fixed Term" means an employee who is engaged for a specific period of time or a defined project or particular event. The employment will be in accordance with section 66 of the Employment Relations Act.

"Full-time Employee" means an employee who undertakes the duties of a position for the full span of normal hours of work.

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

"Temporary Employee" means an employee engaged in a defined task or project of a temporary nature, including acting in a relieving capacity.

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

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

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

"Overtime" means the authorised time worked outside the provisions of clause 5.1 of this employment agreement.

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

"Week" means the number of days of the week on which the employee normally works.

"Roster" refers to rostered work done by Security and Cleaners only and must have a roster attached

3.0 TERMS OF EMPLOYMENT

3.1 Trial and Notice Periods

~~3.1.1 A trial period of up to three months may apply which may be extended by up to a further three months if required.~~

~~3.1.2 Employees automatically become permanent employees at the end of the trial period unless notified otherwise.~~

~~3.1.3 During the trial period one week's notice in writing of termination of employment shall be given by either party.~~

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

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

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

3.2 Retirement

- 3.2.1 Employees may retire from employment at any time after having qualified for national superannuation provided that the employee confirms that s/he will not be seeking permanent employment either with another employer or on a self-employed basis. Retirement may be agreed prior to qualification for national superannuation on medical grounds.
- 3.2.2 Only employees engaged as at 16 September 1998 will be eligible for retiring leave subject to meeting the provisions of Schedule B.

3.3 Security License and Qualifications

Security Officers will be required to obtain and maintain a Certificate of Approval (COA) during their employment as a Campus Security Officer, as per the Private Security Personnel and Private Investigators Act 2010. New staff will be required to complete the minimum Level 2 training in their first year of employment. The costs of obtaining this qualification will be met by the employer.

3.4 Professional Development

Professional Development is provided to ensure that employees receive regular, relevant and timely growth connected to their role. Permanent employees shall be entitled to 5 days (37.5 hours) professional development per annum (pro rata for part timers) subject to:

- (i) The employee having submitted a written professional development plan to the employer.
- (ii) The employer having agreed to the plan; such approval shall not be unreasonably withheld.
- (iii) Reasonable notice being given of the proposed activities.
- (iv) Timing of the activities being set with due regard for the institute's operational requirements.
- (v) The Professional Development must be relevant to the Employees role and development in that role
- (vi) Unused development time can be carried over to the following year with approval by the manager and based on the plan for that following year.

4.0 SALARIES

4.1 Rates

Rates of annual salaries to be paid to employees are listed in schedule A of this employment agreement.

4.2 Payment of Salaries

- 4.2.1 Salaries shall be paid fortnightly by direct credit to a bank account nominated by the employee.
- 4.2.2 Payment shall be made not later than 3 working days following the end of the pay period.
- 4.2.3 In some circumstances, payment may be made earlier than the conclusion of the pay fortnight, and may be subject to appropriate adjustment, to meet the operational

needs of the Institute. Where either of these situations occur, employees and their union will be provided with sufficient advance notice.

5.0 HOURS OF WORK & WORK BREAKS

5.1 Weekly Hours Allied

5.1.1 Ordinary hours of work shall be up to 37.5 per week. This will normally be worked in 5 consecutive 7.5 hour days, Monday to Saturday, between 7am and 9pm. However other working arrangements not exceeding 75 hours per fortnight including Sundays may be agreed between the employer, the employee/s and TIASA. Agreement will not be unreasonably withheld.

5.1.2 Where such agreement has been reached the penal rate provisions specified in clause 6.0 in this agreement will not apply in respect of the ordinary hours agreed.

5.2 Weekly Hours Cleaners

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

5.2.2 Variation of Rostered Hours for Cleaners

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

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

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

5.3 Weekly Hours Security

5.3.1 The ordinary hours of work for the employee shall not exceed 50 per week over no more than five days, except where the employee is on call during their lunch break pursuant to 5.3.4 in which case ordinary hours paid will be equivalent to 42.5 hours. Each employee shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty. The ordinary hours of work may be varied by mutual agreement between the employer and the employee.

5.4 Roster Security

5.4.1 The ordinary hours of work may be fixed by roster. For the purpose of this sub-clause roster means a schedule for duty time showing in advance the days of the week and/or hours of the day when the employee is due to work and be off work

respectively, and rostered has a corresponding meaning. The roster of shift hours shall be posted at least one week in advance.

- 5.4.2 Where employees are rostered to work shifts a shift allowance will be paid as provided for in Schedule A of this Agreement.
- 5.4.3 The employer may change the employee's rostered days and ordinary hours of work provided that where practical the employee is advised at least seven days prior to the changes being implemented.
- 5.4.4 The employee shall take a meal break of no more than half an hour a day. If required to remain on campus and on call during that period the employee shall be paid at ordinary rates.
- 5.4.5 An employee who has been directed to work no less than two hours overtime after a break of at least half an hour or more on any one day shall be paid a meal allowance as provided for in Schedule A of this Agreement.

5.5 Weekly Hours Catering

- 5.5.1 Ordinary hours of work shall be up to 37.5 per week. Monday to Saturday 6am to 9pm.
- 5.5.2 These hours do not need to be worked in consecutive days
- 5.5.3 Agreements to work outside the hours outlined in 5.5.1 and to include Sunday, will be done by agreement. Agreement will not be unreasonably withheld

5.6 Work Breaks All Staff

- 5.6.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.
- 5.6.2 An employee shall be allowed two rest breaks of 15 minutes each day, in the morning, afternoon or evening, at times specified by the employee's supervisor.
- 5.6.3 Each employee shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 5.6.4 No employee shall be required to work for more than four hours continuously without being allowed a meal break of not less than half an hour.
- 5.6.5 The employer will supply tea, coffee, milk and sugar for breaks.

6 OVERTIME / PENAL RATES

6.1 Overtime Rates Allied

- 6.1.1 Overtime shall be paid at ordinary rates for the first 5 hours per fortnight, and at time-and-a-half thereafter.6.2.2. All time worked between 10.00pm and 6.00am, or on a Sunday shall be paid at double time, and time worked on a Public Holiday shall be paid at time-and-a-half of the appropriate rate.6,2.3. An employee required to work

overtime on Saturday, Sunday or a recognised public holiday shall be paid a minimum payment of three hours at the appropriate rate.

6.2 Time Off in Lieu of Overtime Allied Staff

In lieu of payment of overtime an employee and the employer may agree to paid leave according to the following arrangements.

- 6.2.1 Each hour of overtime worked will correspond to one hour of paid leave at ordinary rate.
- 6.2.2 Not more than 37.5 hours leave in lieu may be accrued before the leave is taken unless otherwise agreed.
- 6.2.3 Access to the taking of time off in lieu shall not be unreasonably withheld.
- 6.2.4 Where it is agreed that leave in lieu is unable to be taken then it will be cashed up at time and half.
- 6.2.5 Time off in lieu earned but not taken within 12 months of being earned will be cashed up.

6.3 Overtime Rates Cleaners, Catering and Security

- 6.3.1 Authorised overtime shall be all time worked at the request of the supervisor which is outside or in excess of the hours outlined in clause 5.1 (Cleaners), 5.2 and 5.3 (Security) and clause 5.4 (Catering).
- 6.3.2 Overtime shall be paid at time-and-a-half and shall be calculated on a daily basis

6.4 Overtime Limits

Employees paid a salary higher than Band 8 shall not be entitled to overtime payment.

6.5 Emergency Work/On Call Security Staff Only

- 6.5.1 Where the employee is called out for emergency work (i.e. work that is not prearranged) and performs the work after the usual finishing time or before the usual commencing time of work then the employee shall be paid at time-and-a-half rates with a minimum of two hours pay inclusive of travelling time to and from home. For the purpose of this minimum payment, more than one call out completed within two consecutive hours shall be deemed to be one call out.
- 6.5.2 The provisions of this clause shall not apply where the employee is called out for emergency work within two hours of his/her normal starting time.
- 6.5.3 If the employee is rostered to be on call outside of ordinary working hours then the employee shall be paid an allowance during each 24 hour period as provided for in Schedule A of this Agreement.

6.6 Limits on Unbroken Work

- 6.6.1 Wherever practicable, no employee shall be required to perform unbroken work.
- 6.6.2 If unbroken work is performed it shall be paid at overtime rates.
- 6.6.3 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.

6.7 Call Back

- 6.7.1 Subject to the provisions of subclauses 6.7.2 and 6.7.3 below, where an employee is called back to work after completing the day's work and leaving the place of employment, or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.
- 6.7.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 6.7.3 Where a call back commences before, and continues beyond, the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

7.0 LEAVE

Subject to the following, leave shall be allowed pursuant to the provisions of the Holidays Act 2003 and its amendments

7.1 Service for Leave Purposes

For the purposes of this clause, the following definitions apply:

- 7.1.1 In the case of employees engaged by the employer as at 15 August 1992, service shall be deemed to include all prior service as defined in Clause 15 "Service For Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152).
- 7.1.2 In the case of employees engaged from 16 August 1992, service shall mean continuous service within the polytechnic sector.
- 7.1.3 "Continuous service", for the purpose of the provisions for long service leave shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months, other than an approved leave of absence without pay.
- 7.1.4 Any period of employment for which an employee has received a benefit for severance or early retirement from a previous employer shall not be credited for "service" in any of the provisions of this Clause.

7.2 Public Holidays

- 7.2.1 The following days shall be observed as public holidays:
Christmas Day, Boxing Day, New Year's Day, January 2nd, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, The Sovereign's Birthday, Labour Day, Auckland Anniversary Day (as observed).
- 7.2.2 In accepting this Agreement employees agree to work on any public holiday or day of special leave if for them that day would otherwise be a working day.
- 7.2.3 If an employee does *not* work on a public holiday then, provided for them that day would otherwise be a working day, they will be paid not less than their relevant daily pay for the day.
- 7.2.4 If an employee *does* work on a public holiday they are entitled to payment for the time worked at time and a half (based on the appropriate portion of their relevant daily pay). In addition, provided that day would otherwise be a working day for the employee, then they are additionally entitled to a whole alternative holiday. However, there is no entitlement to an alternative holiday for employees who work for the employer *only* on public holidays.

7.2.5 The “alternative holiday” is to be taken by mutual agreement on a day that would otherwise be a working day for the employee, and should be taken as soon as possible after it is earned. Payment for the alternative holiday shall be at the employee’s relevant daily pay for the day on which the alternative holiday is taken.

7.2.6

- a. If agreement cannot be reached, the alternative holiday may be taken on a date chosen by the employee, having regard to what is convenient to the employer.
- b. Employees may request to exchange an alternative holiday for payment provided more than 12 months has passed since entitlement to the holiday arose. If the holidays are not taken within 12 months, then the employer may give notice of when the holidays are to be taken or may direct them to be cashed up.

7.2.7 Where a public holiday falls during a period of paid leave then the employee will be additionally entitled to a whole alternative holiday.

7.3 Annual Leave (for all except Catering)

7.3.1 Employees are entitled to four weeks annual holidays paid in accordance with the Holidays Act 2003.

7.3.2 Fifth Week

- a. Allied - Upon completion of six years of service employees within these groups shall become entitled to five weeks annual leave in that and all succeeding years.
- b. Security and Cleaners – Upon completion of five years of service employee within these groups shall become entitled to five weeks annual leave in that and all succeeding years

7.3.3 Employees who have been absent on special leave with or without pay in excess of 35 days (including weekends) in one or more periods in any leave year are to have their annual leave reduced, as determined by the employer.

7.3.4 Where annual leave has been advanced and the employee terminates before sufficient annual leave has accrued, then the employer may deduct from the employee’s final pay an amount equivalent to the leave that is outstanding.

7.3.5 When an employee takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the employee requests payment of annual leave in advance which must be by written notice at least one pay cycle before the payment would be due.

7.3.6 Unless there is agreement otherwise annual leave must be taken within twelve months of the entitlement arising. Employees who have accumulated annual leave balances in excess of five weeks in addition to current entitlement will be required to negotiate an annual leave plan with their manager that reduces their outstanding balance over a reasonable timeframe.

7.3.7 Cleaning and Security employees required to work rotating shifts shall be entitled to an additional weeks’ leave each year after the completion of 12 months shift work.

7.4 Annual Leave – Catering Specific

7.4.1 Catering staff are entitled to 4 weeks annual leave in accordance with the Holidays Act 2000

7.4.2 Fifth Week - Upon completion of seven years of service employees within these groups shall become entitled to five weeks annual leave in that and all succeeding years.

- 7.4.3 Staff recognise that the MIT Cafes are staffed with skeleton staff during the semester breaks. An employee understands that they may not be required to work in the semester breaks. Once an employee has exhausted their annual leave as in clause 7.4.1 and 7.4.2 above then they will need to take leave without pay if they are not required to work during the semester breaks
- 7.4.4 Where annual leave has been advanced and the employee terminates before sufficient annual leave has accrued, then the employer may deduct from the employee's final pay an amount equivalent to the leave that is outstanding.
- 7.4.5 When an employee takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the employee requests payment of annual leave in advance which must be by written notice at least one pay cycle before the payment would be due.
- 7.4.6 Unless there is agreement otherwise annual leave must be taken within twelve months of the entitlement arising. Employees who have accumulated annual leave balances in excess of five weeks in addition to current entitlement will be required to negotiate an annual leave plan with their manager that reduces their outstanding balance over a reasonable timeframe.
- 7.4.7 Upon the completion of seven years of service the Employee shall become entitled to five weeks' annual leave in that and all succeeding years

7.5 Sick Leave

- 7.5.1 Employees shall be entitled to ten days sick leave per annum for situations where the employee, their spouse, or a dependent is sick or injured. This entitlement shall be pro-rated for part-timers, subject to not reducing below the statutory minimum, and shall accumulate without limit.
- 7.5.2 Sick leave will not apply where an employee is receiving compensation in terms of the Accident Rehabilitation and Compensation Insurance Act 1992 and subsequent amendments.
- 7.5.3 Sick leave may be taken in half-day blocks or hourly provided that an absence on any day of more than four hours shall count as one whole day.
- 7.5.4 On the first day of absence employees must advise their supervisor as soon as possible that they will be absent, preferably prior to their scheduled start time, and thereafter keep the employer informed of their progress and expected date of return to work.
- 7.5.5
 - a. Generally medical certificates are not required, but where the Employee has taken sick leave and has been absent from work for at least three consecutive calendar days, the Employer may be entitled to require the employee to provide proof of illness, at the employee's cost.
 - b. The Employer shall also, where there are reasonable grounds to suspect that the sickness is not genuine, be entitled to require the employee to provide proof of illness within the three consecutive calendar days, at the employer's cost. The employer will inform the employee as early as possible that such proof will be required and agree to meet any reasonable expenses in getting this proof.
- 7.5.6 An employee may also be required to submit to a medical examination to ensure there are no relevant health and safety or hygiene reasons that would prevent the employee from working.

- 7.5.7 Where an employee has been absent from the workplace due to illness or injury the employer may require a medical clearance, in part or in full, prior to the employee being allowed to return to work. Where an employee is required to provide a medical certificate under this clause, the Employer must pay the Employee's reasonable costs of obtaining the certificate.
- 7.5.8 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in subclause 7.4.1.

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

- 7.6.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer subject to the provision of the Holidays Act 2003.
- 7.6.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, then bereavement leave will be granted in terms of subclause 7.5.1 above.

7.7 Parental Leave

- The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all employees.
- 7.7.1 An employee who is employed either part-time or full-time, for at least 10 hours a week for the preceding 12 months, will be eligible for parental leave (granted as leave without pay) upon each occasion that she bears or he fathers a child while employed by the employer.
- 7.7.2 Leave of up to 12 months is to be granted to an employee with at least one year's service at the time of commencing leave.
- 7.7.3 For an employee with less than one year's service parental leave of up to six months is to be granted.
- 7.7.4 An employee who is entitled to parental leave of up to 12 months shall qualify for a grant equivalent to a maximum of 6 weeks pay. S/he may elect to have this paid in one of the forms identified below. The quantum shall be in accordance with the circumstances applying at the time that it is paid.
- (i) A 'top-up' grant for each week that the employee is entitled to paid parental leave of the difference between the State funded paid parental leave and the employee's normal weekly pay, paid up to the maximum.
 - (ii) As a single payment upon returning to work from parental leave and completing a further three months service.
- 7.7.5 An employee who is absent on parental leave for less than six weeks (30 working days) will receive the appropriate proportion of the payment provided in subclause 7.6.4.
- 7.7.6 Parental leave is not to be granted as sick leave on pay or sick leave without pay. Annual leave due will not be required to be taken before the employee proceeds on parental leave but may be held over and taken when the employee returns to work.
- 7.7.7 An application for parental leave must be made at least three months before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.

7.7.8 An employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.

7.8 Special Leave

7.8.1 The three non-public holidays between Christmas and New, plus Easter Tuesday, will be granted as paid Special Leave.

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

7.9.1 Long Service Leave Allied, Security and Catering

7.9.1 Employees will be entitled to paid long service leave as follows:

After 15 years continuous service one holiday of 2 weeks

After 20 years continuous service one holiday of 2 weeks

After 25 years continuous service one holiday of 1 week

7.9.1 Unless otherwise agreed in writing between the employer and the employee, long service leave must be taken in a single block within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the employee when it falls due.

7.9.1 If an employee terminates employment before leave has been taken, then the equivalent salary shall be paid in the employee's final pay.

7.10 Long Service Leave Cleaners

7.10.1 An employee shall be entitled to long service leave after continuous service with the employer as follows:

- At 15 years' service— two weeks leave,
- At 20 years' service— three weeks leave,
- At 30 years' service— four weeks leave.

This shall be taken within five years of the entitlement arising or will be forfeited.

7.11 Wellness Day

Subject to the operational requirements of the employer, each permanent employee is entitled to take one day of sick leave per annum as a wellness day (pro rata for part-timers) provided that the employee notifies the employer at least the day before the entitlement is to be taken.

7.12 Incapacity

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

- (a) Will consult with TIASA and the Employee;

- (b) May require the Employee to undergo a medical examination, at the Employer's expense, by a health professional nominated by the Employer; and
- (c) Will take into account any report and/or recommendation made available as a result of the medical examinations(s) or any other medical reports and/or recommendations which are provided by the Employee and apply one or a combination of the following options:
 - No further action under this clause;
 - The formulation of a professionally facilitated return to work plan;
 - Redeployment;
 - Proportional employment;
 - An agreed period of leave without pay up to one year may be considered where written advice from a health professional indicates that the employee will be able to return to full work duties within a 12 months period. The length of leave without pay will be determined on a case by case basis;
 - Terminate the employment by giving one months written notice.

Noting that if the Employee chooses not to consult or be examined by a health professional as requested, the employer may make a decision based on the information available drawing whatever inferences are appropriate and reasonable in the circumstance.

Where employment is terminated under this Clause the Employee will be entitled to be paid all remaining sick leave.

8.0 HIGHER DUTIES ALLOWENCES

8.1 Higher Duties Allowance

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

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

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

8.2 Removal Expenses

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

9.0 HEALTH & SAFETY

9.1 Commitment to Healthy and Safe Work Practices

~~Under the terms of the Health and Safety at Work Act 2015 the employer and the employee are committed to ensuring that the provisions of the Act are met and that safe and healthy work practices are observed.~~

9.2 Protective Clothing and Equipment

~~9.2.1 Where necessary, appropriate protective clothing, footwear and equipment will be provided which will remain the property of the employer and must be used.~~

~~9.2.2 Protective clothing which an employee is required to wear in the course of work shall be laundered as necessary at the employer's expense.~~

9.3 Computer Users Agreement

Staff members who use a computer for 50% or more of their working time or for continuous periods of two hours or more per day shall be reimbursed up to \$200, upon proof of purchase, for prescription lenses, no more than once every two years. Eligible staff members should have their eyes tested prior to or soon after commencing employment. It is also recommended that allied staff routinely using computers, have their eyes tested every two years.

9.4 Domestic Violence

The Employer recognises that employees sometimes face situations of domestic violence or abuse in their personal life that may affect their attendance or performance at work.

The Employer is committed to provide support to these Employees in accordance with MITs Domestic Violence Policy and the Domestic Violence – Victims Protection Act 2018

10.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

~~10.1 This procedure applies to the settlement of all employment relationship problems and personal grievance matters. A personal grievance occurs when the employee feels aggrieved because of an action or actions, taken by the employer that affects the employee. Such actions may include unjustifiable dismissal, unjustified disadvantage, discrimination, racial or sexual harassment, or duress because of membership or non-membership of the union. Any employee may use this procedure and may, at any point during the procedure, seek advice and/or representation from a third party such as TIASA.~~

~~10.2 The employee should first raise the matter with her/his line manager. If this is inappropriate or does not resolve the matter s/he should raise it with the next reporting line of management. If the situation remains unresolved and s/he has not already done so, s/he may raise it with the appropriate Director.~~

~~10.3 If 10.2 does not resolve the matter the employee should write a letter to the Director, People & Culture explaining the details of the problem or grievance, why s/he feels aggrieved, and what solution s/he is seeking. People and Culture will arrange a meeting, which will include People and Culture, the employee's manager and the employee, to discuss the matters raised and if possible agree resolutions.~~

- ~~10.4~~ If after the meeting the employee still wishes to pursue a personal grievance, or if the process thus far has not been completed within a reasonable time, the employee must notify the employer in writing within 90 days of the original event. Failure to provide formal notice within the 90 day period will render the grievance void. It would be helpful to the resolution process if this notice included a summary of issues that have not been satisfactorily resolved.
- ~~10.5~~ Within 14 days of receiving the notice of a personal grievance the employer should advise the employee concerned in writing of its assessment of the situation. The employer may try to resolve the employment relationship problem/s again if it believes that there is a reasonable prospect of doing so.
- ~~10.6~~ The employee may file a personal grievance with the Mediation Service of the Department of Labour at any time subject to the Employment Relations Act 2000, or with any alternative mediation provider that has been agreed with the employer.
- ~~10.7~~ In the case of alleged unjustifiable dismissal, an employee is entitled to request that the employer provide them with a written statement giving the reasons for dismissal. The employee is required to make this request to the employer within 60 days of being dismissed or becoming aware that they have been dismissed. The employer must provide that written statement within 14 days of receiving the employee's request.
- ~~10.8~~ In the event the matter is not resolved by mediation, the matter may be referred to the Employment Relations Authority for decision. Either party may appeal the decision of the Employment Relations Authority to the Employment Court.

11.0 SAVINGS CLAUSE

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

12.0 ORGANISATIONAL CHANGE

12.1 Definition

A surplus staffing situation exists when as a result of a reduction in funding, course demands, organisational changes or other identified factors the employer requires a reduction in the number of employees.

12.2 Procedures

- 12.2.1 Consultation: The employer will provide the union with an opportunity to be involved with any review which impacts on the roles of members and/or may result in surplus staff. Should the review confirm a surplus staffing situation, individuals who might be affected will be advised in writing of this and of their right to assistance from TIASA.
- 12.2.2 Notification: When, as a result of the processes above, specific positions are identified as surplus the employer will advise the national office of TIASA, and the employees affected not less than two months prior to the date by which affected employees would be discharged. The date may be varied by agreement between both parties.

12.3 Application

These provisions apply to the employees who have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a fixed term or temporary appointment.

12.4 Intent

The employer recognises the serious consequences of the loss of employment for employees and seeks to minimise those consequences by these provisions.

12.5 Options

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

- Attrition
- Redeployment
- Enhanced early retirement
- Severance.

The aim will be to minimise the use of severance. Where other options are inappropriate to discharge the surplus the option of severance will be made available. Employees who are offered a position within the Institute which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

12.5.1 Attrition:

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

12.5.2 Redeployment:

An employee may be redeployed to a new position at the same or lower salary within the Institute. The following conditions will apply:

- (i) Where the new position is at a lower salary an allowance will be paid to preserve the salary at the rate paid immediately prior to redeployment.

This allowance can be paid in the following way:

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

12.5.3 Enhanced Early Retirement:

This option provides for an employee to be paid the money available under the severance option which may, if the employee so desires, be used according to the conditions of the superannuation scheme of which the employee is a member to make up the actual superannuity payable. The total amount paid under this provisions will not exceed the total salary the employee would have received between their actual retirement and the date upon which a person of the age of the employee qualify for National Superannuation under s3 of the Social Welfare {Transitional Provisions} Act 1990.

12.5.4 Severance:

- For the purpose of these provisions salary is defined as current taxable salary, exclusive of allowances.
- "service" for the purpose of severance is as defined in clause 7.

- Payment will be made in accordance with the following:
 - (i) Where notice is given under these provisions, any proportion of that period, not required by the Employer to be worked shall be paid in lieu; and
 - (ii) 12 percent of salary for the first completed year of service or part thereof prorated; and
 - (iii) 4 percent of salary for each subsequent completed year of service or part thereof prorated up to a maximum of 19.
- Outstanding annual and long service leave will be cashed up separately.

12.6 Rights of Employees Declared Surplus

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

12.6.2 References:

The employer will supply to all surplus employees a letter of reference.

12.6.3 Employees on Leave:

An employee who is declared surplus and who is on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment will be covered by the surplus staffing provisions of this contract.

12.7 Employee Transfer Protection

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

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

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

13.0 UNION MATTERS

~~The employer recognises TIASA as the representative of those employees who have given the appropriate authorisation.~~

13.1 Right of Access

~~Subject to the Employment Relations Act 2000, the employer will provide for access by representatives of the union including access to wages, holiday and time records. Access will be exercised in the spirit of goodwill having regard to the sensitivities of the Institute and the needs of students, other staff and management and does not interfere with class programmes/session times.~~

13.2 Stop Work Meetings

~~13.2.1 Subject to section 26 of the Employment Relations Act 2000 and to subclauses 13.2.2, 13.2.3, 13.2.4 and 13.2.5 below the employer shall allow every employee covered by this Agreement to attend on ordinary pay up to four meetings (each no less than one nor more than two hours) with TIASA in each year. The maximum total entitlement is four hours per annum.~~

~~13.2.2 The union shall give the employer at least 14 days notice of the date and time of any such meeting.~~

~~13.2.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.~~

~~13.2.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.~~

~~13.2.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.~~

13.3 Union Fee Deductions

~~13.3.1 The Employer shall deduct union fees from the wages of members of the union when authorised in writing by members and remit fortnightly to the union.~~

~~13.3.2 The employer, when requested in writing by the union, shall, within one month of receipt of such request, supply to the union a list of allied staff.~~

~~13.3.3 Such requests shall not be made to the employer more often than six monthly.~~

14 TERM OF THE EMPLOYMENT AGREEMENT

~~This employment agreement shall have a term of two years coming into force on 1 April 2018 and expire 31 March 2020~~

15 WORKING PARTY

~~The parties agree to form a working party comprised of equal numbers with the following terms of reference:~~

~~The parties shall conduct a piece of work to cover remuneration which will include:~~

- ~~• Recommendation as to a robust and flexible job sizing methodology and supporting tools;~~
- ~~• Recommendation as to market positioning for remuneration of covered roles at MIT;~~
- ~~• Recommendations as to how to manage any necessary changes from the existing framework;~~
- ~~• Consideration of and recommendations as to a performance based pay scheme;~~
- ~~• A timeline and budget for the above; and~~
- ~~• Decisions to be made with mind to the recommendations from the working party shall remain at the discretion of the Chief Executive of MIT.~~

~~The parties agree to prioritise this work including the scoping of a Reward for Performance Scheme to replace Merit Pay.~~

16 ATTESTATION

This employment agreement was signed by the parties as follows:

Gus Gilmore for and on behalf of the Manukau Institute of Technology Limited

Dated: _____

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

Dated: _____

SCHEDULE A: SALARIES

Allied & Catering

For the duration of this agreement:

1. A position may be re-evaluated where it is agreed between the incumbent and the employer that a significant change has occurred in the responsibilities of the position. No position shall be required to be evaluated more than once a year.
2. Newly created positions will be evaluated prior to advertising. Results with changes in evaluation, including new roles, will be advised to the Union.
3. Until employees reach the job rate they shall move up to the step above their current salary after a maximum of one year.
4. The employer may withhold such increments if, in the employer's opinion, the employee's performance is unsatisfactory. When an increment is withheld the employee shall be advised in writing of the reasons.
5. The employer may allow additional or accelerated salary steps.

		Salary as at Agreement 1 April 2018 to 31 March 2020	1.5% increase effective 1 April 2020 (for agreement 1 April 2020 to 30 March 2021). Or 2018 Living Wage as per previous CEA Negotiations	1.35% increase effective 1 April 2021 (based off 1 July 2020 rates)	1 July 2021 - Living Wage Increase based off the 2019 Living wage of \$21.15 (based off 37.5 hr week)	1 October 2021 - Living Wage Increase based off the 2020 Living wage of \$22.10 (based off 37.5 hr week)
Band 2	Step 1	\$ 40,183	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2020	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2021	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2022	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2023
	Step 2	\$ 40,183				
	Step 3	\$ 40,183				
	Job Rate	\$ 40,183				
Band 3	Step 1	\$ 40,183	\$ 40,786	\$ 41,336	\$41,356	This Band will be deleted as at 1 Oct 2021 as it is below the 2020 Living Wage
	Step 2	\$ 40,183	\$ 40,786	\$ 41,336	\$41,356	
	Step 3	\$ 40,183	\$ 40,786	\$ 41,336	\$41,356	
	Job Rate	\$ 41,400	\$ 42,021	\$ 42,588	\$42,588	
Band 4	Step 1	\$ 40,183	\$ 40,786	\$ 41,336	\$ 41,356	\$ 43,213
	Step 2	\$ 42,169	\$ 42,802	\$ 43,380	\$ 43,380	\$ 43,380
	Step 3	\$ 44,509	\$ 45,177	\$ 45,787	\$ 45,787	\$ 45,787
	Job Rate	\$ 46,852	\$ 47,555	\$ 48,197	\$ 48,197	\$ 48,197
Band 5	Step 1	\$ 44,460	\$ 45,126	\$ 45,736	\$ 45,736	\$ 45,736
	Step 2	\$ 47,116	\$ 47,823	\$ 48,468	\$ 48,468	\$ 48,468
	Step 3	\$ 49,691	\$ 50,436	\$ 51,117	\$ 51,117	\$ 51,117
	Job Rate	\$ 52,305	\$ 53,089	\$ 53,806	\$ 53,806	\$ 53,806
Band 6	Step 1	\$ 49,095	\$ 49,831	\$ 50,504	\$ 50,504	\$ 50,504
	Step 2	\$ 51,987	\$ 52,767	\$ 53,479	\$ 53,479	\$ 53,479
	Step 3	\$ 54,872	\$ 55,695	\$ 56,446	\$ 56,446	\$ 56,446
	Job Rate	\$ 57,758	\$ 58,625	\$ 59,416	\$ 59,416	\$ 59,416
Band 7	Step 1	\$ 53,729	\$ 54,535	\$ 55,272	\$ 55,272	\$ 55,272
	Step 2	\$ 56,891	\$ 57,745	\$ 58,524	\$ 58,524	\$ 58,524
	Step 3	\$ 60,053	\$ 60,954	\$ 61,777	\$ 61,777	\$ 61,777
	Job Rate	\$ 63,210	\$ 64,158	\$ 65,024	\$ 65,024	\$ 65,024
Band 8	Step 1	\$ 59,899	\$ 60,797	\$ 61,618	\$ 61,618	\$ 61,618
	Step 2	\$ 63,425	\$ 64,377	\$ 65,246	\$ 65,246	\$ 65,246
	Step 3	\$ 66,949	\$ 67,953	\$ 68,870	\$ 68,870	\$ 68,870
	Job Rate	\$ 70,470	\$ 71,527	\$ 72,493	\$ 72,493	\$ 72,493

The parties agree that the Merit Pay Scheme will be discontinued.

Security

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

	Salary as at 1 April 2020 (for the agreement 1 April 2019 to 30 March 2020) - please note step 1 is based off the 2018 Living Wage as per previous negotiations	1.5% increase effective 1 April 2020 (for agreement 1 April 2020 to 30 March 2021)	1.35% increase effective 1 April 2021 (for agreement 1 April 2021 to 30 March 2022)	1 July 2021 - Living Wage Increase based off the 2019 Living wage of \$21.15 (based off 40hr week)	1 October 2021 - Living Wage Increase based off the 2020 Living wage of \$22.10 (based off 40 hr week)	Salary as at 1 April 2020 (for the agreement 1 April 2019 to 30 March 2020)	increase of 1.5% effective 1 April 2021 (for agreement 1 April 2020 to 30 March 2022)	1.35% increase effective 1 April 2021 (for agreement 1 April 2021 to 30 March 2022)
Step 1	\$ 42,846.75	\$ 43,489.45	\$ 44,076.56	\$ 44,097.75	\$ 46,078.50	\$19.70	\$20.00	\$20.27
Step 2	\$ 44,374.63	\$ 45,040.25	\$ 45,648.29	\$ 45,648.00	\$ 46,078.50	\$20.80	\$21.11	\$21.39
Job Rate	\$ 46,690.95	\$ 47,391.31	\$ 48,031.09	\$ 48,031.09	\$ 48,031.09	\$21.88	\$22.21	\$22.51

Cleaners

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

	Salary as at Agreement 1 April 2018 to 31 March 2020 (the starting point for this is the living wage for 2018 based off 40 hr work week)	1.5% increase effective 1 April 2020 (for agreement 1 April 2020 to 30 March 2021)	1.35% increase effective 1 April 2021 (for agreement 1 April 2021 to 30 March 2022)	1 July 2021 - Living Wage Increase based off the 2019 Living wage of \$21.15 (based off 40hr week)	1 October 2021 - Living Wage Increase based off the 2020 Living wage of \$22.10 (based off 40 hr week)	Hourly Rate as at Agreement 1 April 2018 to 31 March 2020 - this is as per the Govt's min wage as at settlement of this agreement	minimum wage move on 1 April 2020 as per the govt increase applied as this is higher than the 1.5% increase negotiated	minimum wage move on 1 April 2021 as per the govt increase applied as this is higher than the 1.35% increase negotiated
Job Rate	\$42,847.00	\$43,489.71	\$44,076.82	\$44,098.00	\$46,079.00	\$17.70	\$18.90	\$20.00

ICTS Technical Support

Roles within the ICTS Technical Support may fall within Band 8 above.

For roles that that fall within the coverage clause but are greater than band 8 will be classified as Band 9 and range depending on job, skill, competency and market forces.

Discussion on the salary within the ranges below will occur during the recruitment.

Range will be from

Band 9	Salaries effective 1 April 2019
Min	\$66,000.00
Max	\$80,000.00

These rates will move as per any negotiated increases.

The Employer may agree additional increases.

Members will be eligible for pay increases in accordance with the terms of this agreement

SCHEDULE B: ALLOWANCES

Allied

Type	Details	Taxable or Non Taxable Rate effective 1 April 2020	Taxable or Non Taxable Rate Effective 1 April 2021	Frequency of Allowance
Travelling	An employee will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf, or if staying privately an accommodation allowance will be paid to the employee on proof of payment.	\$33.50 non taxable	\$33.95 non taxable	Per night
Meal Allowance	An employee who has been directed to work no less than two hours overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought.	\$14.90 non taxable	\$14.90 non taxable	Per day
Motor Vehicle Allowance	A motor vehicle allowance or equivalent fares may be paid to an employee requested by the employer to use his/her own vehicle in connection with official business. The allowance shall be paid at the applicable IRD rate.	IRD Rates	IRD Rates	As per IRD Website

Security

Type	Details	Taxable or Non Taxable Rate Effective 1 April 2020	Taxable or Non Taxable Rate Effective 1 April 2021	Frequency of Allowance
Transport	Where work commences before 7.00am or finishes after 11.00pm.	\$5.68 non-taxable	\$5.76 non taxable	Per shift
Shift	Where employees are rostered to work shifts.	\$5.28 taxable	\$5.35 taxable	Per shift

Meal	An employee who has been directed to work no less than two hours overtime after a break of at least half an hour or more on any one day.	\$14.90 non-taxable	\$14.90 non taxable	Per day
Emergency Work/ On Call	If the employee is rostered to be on call outside of ordinary working hours then the employee shall be paid an allowance during each 24 hour period.	\$38.57 taxable	\$39.09 taxable	Per 24 hour period
Laundry	Uniforms are the property of the employer who will arrange for them to be laundered and maintained or will pay to the employee an allowance.	\$6.09 non-taxable	\$6.17 non taxable	Per week

Cleaners _____

Type	Details	Taxable or Non Taxable Rate effective 1 April 2020	Taxable or Non Taxable Rate effective 1 April 2021	Frequency of Allowance
Meal	An employee who has been directed to work no less than two hours overtime after a break of at least half an hour or more on any one day.	\$14.90 non-taxable	\$14.90 non taxable	Per Day

SCHEDULE C: RETIRING LEAVE

As outlined in clause 3.2.2 only employees engaged as at 16 September 1998 will be eligible for retiring leave subject to meeting the provisions of this Schedule.

1.0 ELIGIBILITY FOR RETIRING LEAVE

1.1 The following shall be entitled to retiring leave:

- (i) Employees employed pursuant to the terms of this employment agreement at the date of the employment agreement, and
- (ii) who are permanent employees who have attained the age at which they are eligible to receive national superannuation and who have completed at least 10 years service; or
- (iii) who are eligible to retire under clause 2.0 of this schedule, or
- (iv) who are full-time employees who have established eligibility for retirement on medical grounds.

1.2 Retiring leave shall be calculated on a pro rata basis according to the employee's record of service based on clause 3.0 of this schedule.

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

1.4 For employees whose services are dispensed with through no fault of their own, before reaching retiring age, the employer will consider granting retiring leave in accordance with this table:

Qualification Required	Retiring Leave (working days)
Completion of 15 years service	65 days
Completion of 10 and under 15 years service	44 days
Completion of 5 and 10 years service	22 days

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

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

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

2.0 RETIREMENT BASED ON PRIOR SERVICE

2.1 An employee who was employed:

- (i) by the governing body of a polytechnic on or before the 23rd day of December 1976 and has continuous service as an employee since that day; or
- (ii) by an Education Board, the Governing body of a secondary school, or a teachers' college council on or before the 1st day of December 1967, immediately after ceasing so to be employed became an employee, and since becoming an employee has continuous service as an employee; or
- (iii) as an officer of the Public Service or the Post Office or the Government Railways Corporation or the Legislative Department or the Health Service

Personnel Commission or an area health board or a hospital board, on or before the 1st day of August 1964, immediately after ceasing so to be employed became an employee, and since becoming an employee has continuous service as an employee shall retire upon attaining the age of 65 years.

3.0 RETIRING LEAVE ENTITLEMENT IN WORKING DAYS

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

4.0 ANTICIPATED RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

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



COLLECTIVE AGREEMENT TERMS OF SETTLEMENT AND ADDENDUM

Te Pūkenga –Manukau Institute of Technology (MIT) Business Unit and Tertiary Institutes Allied Staff Association Inc (TIASA)

The following Terms of Settlement, has now been ratified by Tertiary Institutes Allied Staff Association (TIASA) Te Hononga. This document will serve as an Addendum to the Manukau Institute of Technology Limited and the TIASA Staff Members Collective Employment Agreement effective 1 April 2020, expiring on 31 March 2020.

Scope of Agreement

The parties have agreed that the terms and conditions of employment contained in the the Manukau Institute of Technology Limited the Tertiary Institutes Allied Staff Association (TIASA), Allied Staff Members Collective Employment Agreement effective 1 April 2020 and expired on 31 March 2022, shall continue on unaltered, save for the following provisions:

Term of Agreement

This Agreement comes into effect 1 April 2022 and expires on 31 March 2023.

Remuneration

Effective from 1 April 2022, all paid and printed rates will increase by 3%. See APPENDIX ONE all amended rates in the Collective Agreement.

Note:

The increases to remuneration (as below) that the parties have agreed to take effect from 1 January 2023 will be included in the new Te Pūkenga/TIASA Allied Staff Collective Employment Agreement along with a 6-month Pass-on clause, to be presented to TIASA members covered by various Te Pūkenga/TIASA Allied Staff CA's, separate to this, for ratification.

- 5% increase to all paid and printed rates for those earning up to \$75,000.00 per annum
- 4% increase to all paid and printed rates for those earning over \$75,000.00 per annum

Signed by:

Handwritten signature of Peter Joseph.

Date 29 November 2022

Peter Joseph, Chief Executive
TIASA Te Hononga

Handwritten signature of Peter Winder.

Date 28 November 2022

Peter Winder, Acting Chief Executive
Te Pūkenga



**MANUKAU
INSTITUTE OF
TECHNOLOGY**
Te Whare Takiura o Manukau



Te Pūkenga



TIASA
Te Hononga
TERTIARY INSTITUTES ALLIED STAFF ASSOCIATION

APPENDIX ONE

Allied Pay Rates

		1.35% increase effective 1 April 2021 (based off 1 July 2020 rates)	1 July 2021 - Living Wage Increase based off the 2019 Living wage of \$21.15 (based off 37.5 hr week)	1 October 2021 - Living Wage Increase based off the 2020 Living wage of \$22.10 (based off 37.5 hr week)	1 April 2022 - 3% pay increase
Band 2	Step 1	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2021	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2022	This Band will be deleted as at 1 April 2021 as it was below the 2018 Living wage applied 1 Jan 2023	n/a
	Step 2				
	Step 3				
	Job Rate				
Band 3	Step 1	\$ 41,336	\$ 41,356	This Band will be deleted as at 1 Oct 2021 as it is below the 2020 Living Wage	n/a
	Step 2	\$ 41,336	\$ 41,356		
	Step 3	\$ 41,336	\$ 41,356		
	Job Rate	\$ 42,588	\$ 42,588		
Band 4	Step 1	\$ 41,336	\$ 41,356	\$ 43,213	\$ 44,509
	Step 2	\$ 43,380	\$ 43,380	\$ 43,380	\$ 44,681
	Step 3	\$ 45,787	\$ 45,787	\$ 45,787	\$ 47,161
	Job Rate	\$ 48,197	\$ 48,197	\$ 48,197	\$ 49,643
Band 5	Step 1	\$ 45,736	\$ 45,736	\$ 45,736	\$ 47,108
	Step 2	\$ 48,468	\$ 48,468	\$ 48,468	\$ 49,922
	Step 3	\$ 51,117	\$ 51,117	\$ 51,117	\$ 52,651
	Job Rate	\$ 53,806	\$ 53,806	\$ 53,806	\$ 55,420
Band 6	Step 1	\$ 50,504	\$ 50,504	\$ 50,504	\$ 52,019
	Step 2	\$ 53,479	\$ 53,479	\$ 53,479	\$ 55,083
	Step 3	\$ 56,446	\$ 56,446	\$ 56,446	\$ 58,140
	Job Rate	\$ 59,416	\$ 59,416	\$ 59,416	\$ 61,199
Band 7	Step 1	\$ 55,272	\$ 55,272	\$ 55,272	\$ 56,930
	Step 2	\$ 58,524	\$ 58,524	\$ 58,524	\$ 60,280
	Step 3	\$ 61,777	\$ 61,777	\$ 61,777	\$ 63,630
	Job Rate	\$ 65,024	\$ 65,024	\$ 65,024	\$ 66,975
Band 8	Step 1	\$ 61,618	\$ 61,618	\$ 61,618	\$ 63,467
	Step 2	\$ 65,246	\$ 65,246	\$ 65,246	\$ 67,203
	Step 3	\$ 68,870	\$ 68,870	\$ 68,870	\$ 70,937
	Job Rate	\$ 72,493	\$ 72,493	\$ 72,493	\$ 74,668





Cleaners

	1.35% increase effective 1 April 2021 (for agreement 1 April 2021 to 30 March 2022)	1 July 2021 - Living Wage Increase based off the 2019 Living wage of \$21.15 (based off 40hr week)	1 October 2021 - Living Wage Increase based off the 2020 Living wage of \$22.10 (based off 40 hr week)	1 April 2022 - 3% pay increase	minimum wage move on 1 April 2021 as per the govt increase applied as this is higher than the 1.35% increase negotiated	minimum wage move on 1 April 2022 as per the govt increase applied as this is higher than the 3% increase negotiated
Job Rate	\$44,076.82	\$44,098.00	\$46,079.00	\$47,461.37	\$20.00	\$ 21.20

Security

	1.35% increase effective 1 April 2021 (for agreement 1 April 2021 to 30 March 2022)	1 July 2021 - Living Wage Increase based off the 2019 Living wage of \$21.15 (based off 40hr week)	1 October 2021 - Living Wage Increase based off the 2020 Living wage of \$22.10 (based off 40 hr week)	1 April 2022 - 3% pay increase	1.35% increase effective 1 April 2021 (for agreement 1 April 2020 to 30 March 2022)	1 April 2022 - 3% pay increase
Step 1	\$ 44,076.56	\$ 44,097.75	\$ 46,078.50	\$ 47,460.86	\$20.27	\$21.20
Step 2	\$ 45,648.29	\$ 45,648.00	\$ 46,078.50	\$ 47,460.86	\$21.39	\$22.04
Job Rate	\$ 48,031.09	\$ 48,031.09	\$ 48,031.09	\$ 49,472.02	\$22.51	\$23.18

Allowances

Allowance	1 April 2021 rate	1 April 2022 rate (3%)
Travelling	\$ 33.95	\$ 34.97
Shift (Security)	\$ 5.35	\$ 5.51
Transport	\$ 5.76	\$ 5.93
Emergency	\$ 39.09	\$ 40.26
Laundry	\$ 6.17	\$ 6.36



Te Pūkenga – Manukau Institute of Technology (MIT) and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2023 SALARIES AND RATES

Paid and printed rates for MIT are published below. These rates come into effect from 01 January 2023 and represent a 5% increase for kaimahi earning up to \$75,000 and a 4% increase for kaimahi earning over \$75,000.

Allied and Catering

		1 April 2022 - 3% pay increase	1 Jan 2023 5% incr (\$75k or under) or 4% (above \$75k)
Band 4	Step 1	\$ 44,509	\$ 46,735
	Step 2	\$ 44,681	\$ 46,915
	Step 3	\$ 47,161	\$ 49,519
	Job Rate	\$ 49,643	\$ 52,125
Band 5	Step 1	\$ 47,108	\$ 49,463
	Step 2	\$ 49,922	\$ 52,418
	Step 3	\$ 52,651	\$ 55,283
	Job Rate	\$ 55,420	\$ 58,191
Band 6	Step 1	\$ 52,019	\$ 54,620
	Step 2	\$ 55,083	\$ 57,838
	Step 3	\$ 58,140	\$ 61,047
	Job Rate	\$ 61,199	\$ 64,258
Band 7	Step 1	\$ 56,930	\$ 59,776
	Step 2	\$ 60,280	\$ 63,294
	Step 3	\$ 63,630	\$ 66,811
	Job Rate	\$ 66,975	\$ 70,323
Band 8	Step 1	\$ 63,467	\$ 66,640
	Step 2	\$ 67,203	\$ 70,563
	Step 3	\$ 70,937	\$ 74,483
	Job Rate	\$ 74,668	\$ 78,401

Security

	1 April 2022 - 3% pay increase	1 Jan 2023 5% incr (\$75k or under) or 4% (above \$75k)		1 April 2022 - Minimum wage move as per the govt increase	1 April 2022 - 3% pay increase	1 Jan 2023 5% incr (\$75k or under) or 4% (above \$75k)
Step 1	\$ 47,460.86	\$ 49,833.90		\$21.20	n/a (under minimum wage of \$21.20)	
Step 2	\$ 47,460.86	\$ 49,833.90		n/a (less than 2021 rate)	\$22.04	\$23.14
Job Rate	\$ 49,472.02	\$ 51,945.62		n/a (less than 2021 rate)	\$23.18	\$24.34

Cleaners

	1 April 2022 - 3% pay increase	1 Jan 2023 5% incr (\$75k or under) or 4% (above \$75k)		1 April 2022 - minimum wage move as per the govt increase (higher than the 3% increase negotiated)	1 Jan 2023 5% incr (\$75k or under) or 4% (above \$75k)
Job Rate	\$47,461.37	\$49,834.44		\$21.20	\$22.26

ICTS

		1 April 2022 - 3% pay increase	1 Jan 2023 5% incr (\$75k or under) or 4% (above \$75k)
Band 8	Step 1	\$ 63,466.56	\$ 66,640
	Step 2	\$ 67,203.20	\$ 70,563
	Step 3	\$ 70,936.52	\$ 74,483
	Job Rate	\$ 74,667.64	\$ 78,401
Band 9	Min	\$ 69,931.20	\$ 73,427.76
	Max	\$ 84,765.09	\$ 88,155.69

Allowances

Allowances	1 April 2022 rate (3%)
Travelling	\$ 34.97
Shift (Security)	\$ 5.51
Transport	\$ 5.93
Emergency	\$ 40.26
Laundry	\$ 6.36