
TERTIARY INSTITUTES ALLIED STAFF Association

Open Polytechnic
KURATINI TUWHERA

The Open Polytechnic of New Zealand
Allied Staff **TIASA** Collective Agreement

negotiated by

effective from 1 January 2022

expires on 31 December 2022

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Section 1. Information

1.1 Interpretations and Definitions

Casual Employee	means an employee who: <ul style="list-style-type: none">• is engaged to work on an "as and when required" basis; and• is under no obligation to accept work offered; and▪ is employed for a discrete casual work engagement; and• has no expectation of ongoing or further casual work engagements being offered; and• is paid in full at the end of each completed casual work engagement (including holiday pay).
Employer	means the Chief Executive of The Open Polytechnic of New Zealand.
Fixed Term Employee	means any employee engaged for a period of employment agreed to end at the close of a specified date or period, or on the occurrence of a specified event, or at the conclusion of a specified project. Such appointments shall not normally exceed two (2) years in total although they may be extended for further periods provided that the initial period of employment and the extensions granted do not exceed three (3) years in total unless the extension is necessary to complete the specified project.
Full-Time Employee	means an employee who undertakes the duties of a position for the normal hours of work as contained in Section 7 of this collective agreement
Management Position	for the purposes of determining coverage, means a position where the holder of the position has the responsibility of the directing, supervision, and management of staff except for team leader positions.
Part-time Employee	means an employee who undertakes the duties of a position for less than the normal hours of work for a defined period(s) of the year.
Permanent Employee	means an employee engaged for an indefinite period of employment either in a full-time or part-time capacity.
the Polytechnic	means The Open Polytechnic of New Zealand.
Prospective Employee	Means a person to whom the Polytechnic has offered employment in any Allied Staff capacity as defined in this agreement
TIASA	means the Tertiary Institutes Allied Staff Association (Inc.) TIASA Te Hononga.

1.2 Parties to Agreement

~~1.2.1 The parties to this Collective Agreement shall be:~~

- ~~a. The Chief Executive of The Open Polytechnic of New Zealand; and~~
- ~~b. The Tertiary Institutes Allied Staff Association (Inc) TIASA Te Hononga herein referred to as TIASA.~~

1.3 Coverage of Agreement

~~1.3.1 Subject to clauses 1.3.2 and 1.3.3, this Agreement shall cover all employees of the Polytechnic who are or become members of TIASA and are employed as Allied Staff with the Polytechnic. This includes, but is not limited to, work in any of the roles listed in Appendix III of this Agreement.~~

~~1.3.2 This Agreement shall not cover:~~

- ~~• Persons employed outside of the list of salary bands referred to in clause 4.1.1 and contained in Appendix II~~
- ~~• Casual Staff or fixed term for less than one month~~
- ~~• Employees holding Management positions as defined in section 4.1~~
- ~~• Senior positions in terms of section 740 of the State Sector Act 1988~~
- ~~• Academic Staff members and Academic Assistants~~
- ~~• Human Resources staff~~
- ~~• The Personal Assistant to the Chief Executive~~
- ~~• The Executive Assistant to the Office of the Chief Executive~~
- ~~• Facilities Services Technician~~

~~1.3.3 Subject to clauses 1.3.2, coverage of any new positions created after the commencement date of this Agreement under this Agreement shall be subject to the mutual agreement of both parties under clause 16.3 of the Agreement.~~

~~1.3.4 Notwithstanding clause 1.3.3 but subject to clause 1.3.2, any positions created by the Employer in consultation with TIASA after the commencement date of this Agreement which require more flexible hours of work than those specified in clause 3.1.1 to meet the operational requirements of the Polytechnic shall be automatically covered by this Agreement without requiring a variation to the Agreement under clause 16.3. Such positions will be added to Appendix III by the Employer following their creation. TIASA will be notified of any new position added to Appendix III and be provided with an up to date copy of Appendix III. The Employer will also amend the online version of the Agreement from time to time to include any updates to Appendix III.~~

1.4 Provision of Collective Agreement and TIASA Information to New Employees

~~1.4.1 The Employer will provide each new or prospective employee who comes within the "Coverage of Agreement" clause with the following:~~

~~Advice that this collective agreement covers the work to be performed by the new/prospective employee, and that the employee may join TIASA; that if the new/prospective employee does so their terms and conditions will be those of the collective agreement; how to contact TIASA including the names, addresses and phone and e mail contacts for the TIASA National office and the TOPNZ TIASA Branch Secretary~~

1.5 Service for Leave Purposes

1.5.1 The following definition for the purposes of annual leave applies:

- a. Service in relation to the total period of an employee's service for the purposes of annual leave means:
 - i. The aggregate of the employee's periods of service with the Polytechnic but not including any period of broken service except when the employee is on approved leave of absence without pay for a period not exceeding three (3) months.
- b. In any instance where an employee has received a benefit for severance or early retirement such employment which has been taken account of in calculating the benefit shall not be credited for "service" for the purposes of clause i above.

Section 2. Terms of Employment

2.1 Categories of Employment

2.1.1 All persons covered by this Agreement will be engaged as

Permanent employees; or
Fixed term employees; or
Part time employees; or

as described in Clause 1.1 of this Agreement.

2.1.2 In circumstances where the Polytechnic does not require an employee on a full-time basis, or for the full year, or where an employee is unable to accept full-time employment, s/he shall be paid pro-rata the appropriate rate of salary

2.1.3 Fixed term employees shall be provided at the time of engagement with written notification of the hours of work and/or defined period of the year and rates of pay and such notification shall be signed by the employee.

2.1.4 Where the Polytechnic and the employee agree, part-time employees may work additional hours from time to time. Such additional hours shall be paid at the ordinary rates of pay provided that twenty-four (24) hours' notice of the additional hours is given to the employee and the hours worked are not in excess of ordinary full-time hours, or unless there is written agreement between the employee and employer.

Note: Provided that where additional hours are worked on any of the public holidays in clause 5.1 of this agreement, all time so worked shall be paid at time and a half.

2.1.5 Where the employer and the employee agree, an employee may work reduced hours on either a casual, fixed term or permanent basis and shall be paid pro-rata the appropriate rate of salary. The employee is entitled to consult TIASA prior to entering into any such agreement to work reduced hours. Any such agreement shall be recorded in writing and a copy provided to the employee

2.1.6 Subject to clause 2.1.5, nothing in this clause shall be used for the purpose of reducing the hours of work, employment terms and conditions, or earnings of any employee.

~~2.1.7 Every person who is first appointed to the permanent staff or re-appointed after a break of employment from the permanent staff may be on probation, for a period of time, as fixed by the employer not exceeding three (3) months except as provided below.~~

~~2.1.8 The employer may, in individual cases, and for good cause, extend the probationary period for a specific period of no more than three (3) months at any one time, by notice in writing to the employee. Such notice shall state the reason/s for any such extension.~~

~~2.1.9 Employees on probation will be assessed in accordance with identified performance measures. Should the employer have reasonable grounds that would indicate the employee is unsuitable in the appointed position, the~~

~~performance problems shall be dealt with in accordance with clauses 2.3 and 2.4 of this Agreement.~~

~~2.1.10 Employees on probation will continue to be employed on probation until their appointment to the Polytechnic is formally confirmed or terminated. Failure to confirm or terminate probationary appointees within two weeks of the expiry of their probationary term will automatically be accepted as confirmation of permanent appointment.~~

~~2.1.11 If no such formal action is taken within two weeks of the probationary period (including any extensions) expiring, permanent appointment to the Polytechnic is automatically confirmed.~~

2.2 Abandonment of Employment

2.2.1 Where an employee is absent from work for a continuous period exceeding five (5) working days without the consent of the employer, s/he shall be deemed to have terminated their employment without notice. Provided that, it shall be the duty of the employer and the employee to make reasonable efforts to contact each other during this period and, further, that where, through no fault of the employee, it was impossible to notify the employer, the employee shall not be deemed to have abandoned their employment.

2.3 Discipline

2.3.1 The following principles are to be followed when dealing with disciplinary matters:

- a. The principles of natural justice shall apply throughout. These include but are not limited to
 - i. The employee must be advised of their right to request assistance and/or representation at any stage, this maybe a TIASA representative, lawyer, friend or family member.
 - ii. The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
 - iii. Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
 - iv. Where objective investigation of the employer's concerns shows these have substance and are due to the employee's actions, the employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
 - v. A verbal warning should precede a written warning, except for cases of proved serious misconduct, where no prior verbal warning is required.
 - vi. The process and result of any disciplinary action is to be recorded in writing, sighted and signed by the employee and placed on their personal file.

2.3.2 Nothing in clause 2.3 shall prevent:

- a. the suspension of an employee with pay where a complaint of serious misconduct has been laid against the employee and the employer considers his/her suspension is either necessary or appropriate whilst a complaint is being investigated.

When an employee has been suspended, and the complaint is subsequently found to be without substance, the employee being entitled to resume the position from which s/he was suspended, forthwith.

- b. the suspension of an employee with pay, the employee's temporary placement on other duties, or the employee's dismissal without notice, where a complaint of serious misconduct against an employee has been upheld.

Provided, however, any period of suspension shall be no longer than five (5) days unless extensions for further periods of up to five days each are needed in the employer's opinion to complete the investigation of a complaint of serious misconduct against an employee.

Prior to the commencement of any period of suspension or extension thereof the employer will give the employee a reasonable opportunity (which may be brief) to make representations on the appropriateness or otherwise of the initial period of suspension and any extension thereof.

Any suspension shall be as short as possible, with regular communication between employee and employer.

2.3.3 The Polytechnic's Disciplinary Policy and Procedures in force from time to time during the term of this Agreement shall apply to the extent that they are not inconsistent with any provisions of this Agreement. Employees shall be entitled to access the Disciplinary Policy and Procedures through The Open Polytechnic of NZs intranet system ("Polynet") including any amendments and alterations that may be made during the term of this Agreement.

2.4 Notice of Termination

2.4.1 In the case of permanent employees, one (1) months' notice of termination of employment should be given by either party as provided below but this may be varied by mutual agreement in writing.

2.4.2 In the case affixed term employees this Agreement may be terminated at any time by either party giving not less than one (1) month's written notice of termination to the other party. The Employer may choose at his/her discretion to pay the employee in lieu of that notice period.

2.4.3 Notwithstanding any of the above, in the case of proved serious misconduct the Employer may dismiss any employee with a lesser period of notice than specified above, or without notice.

2.5 Termination on Medical Grounds

2.5.1 If, after an absence of six (6) weeks or forty (40) working days or more in aggregate in a four (4) month period, or if in the opinion of the employer the employee is incapable of the required performance of their duties as a result of their illness or medical condition, the employer may require the employee to undergo a medical examination by a registered medical practitioner nominated and paid for by the employer or, if the employee wishes, two

medical practitioners, one nominated by and paid for by the employer and the other nominated by the employee but paid for by the employer for the purpose of obtaining a medical prognosis of the likelihood of an early return to work and resumption of full duties.

The employer will then consult with the employee and/or their representative to review the situation in relation to the continued employment of the employee, taking into account the reports received from the medical practitioner(s) and other relevant factors before making a decision. Options include, internal transfer or re-assignment of duties to an alternative position that the employee could reasonably fill that is available and is acceptable to the employee. The terms and conditions, including pay rate of any such alternative position, shall be established by agreement between the employer and the employee and, if the employee so chooses, their representative.

If no suitable alternative position is available and/or acceptable to the employee, the employer may terminate the employee's employment because the employee is incapable of the proper performance of their duties as a result of their illness/medical condition. If a termination decision is made then one (1) month's paid notice will be given.

2.6 Re-entry after Absence due to Childcare

2.6.1 An employee who resigned from the Polytechnic to care for pre-school children may apply to re-enter The Open Polytechnic of NZ under preferential provisions provided that:

- a. The absence does not exceed four (4) years from the date of resignation or five (5) years from the date of cessation of duties to take up parental leave.
- b. The applicant must:
 - i. produce a birth certificate for the pre-school child;
 - ii. sign a statutory declaration to the effect that absence has been due to the care of a pre-school child.
- c. An applicant seeking to return to the Polytechnic should give at least three (3) months' notice and renew that notice at least one (1) month before the date s/he wishes to return to work or one (1) month before the expiry of the period in clause (a) whichever is the earlier.

2.6.2 Where the applicant meets all the provisions of clause 2.6.1, and at the time of application:

- a. has the necessary skills, knowledge and experience (in previous roles within the organisation) to fill competently, a vacancy which is available in the Polytechnic; and
- b. the position is substantially the same in responsibilities, accountabilities (as per the position description) and at the same or lower salary and grading as the position previously held, then the applicant, under these provisions, is to be appointed in preference to any other applicant for the position.

- 2.6.3 Absence for child care reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement.
- 2.6.4 If an applicant under these provisions is not appointed to any position within three (3) months after the expiry of the period in clause (a) the benefits of these provisions will lapse.

2.7 Advice of Appointment

- 2.7.1 Every appointee to a vacancy shall be notified in writing of:
- a. the appointment;
 - b. the employment classification to which the employee is being appointed (permanent, full or part time; and or fixed term).
 - c. any probationary period set for new employees;
 - d. the commencing and maximum salary for the position;
 - e. the hours of work for the position;
 - f. if they are to be a fixed term employee, the nature of work to be undertaken, the hours of work, the reason for the fixed term, and the duration of the period of employment. If relieving for a permanent employee on parental leave, the fixed term employee will be advised that the period of employment is dependent on notification of the date of return of the permanent employee.

Section 3. Hours of Work and Related Provisions

3.1 Hours of Work

- 3.1.1 Subject to clause 3.2, clause 3.1 shall apply to all Polytechnic employees except employees holding an Appendix III position as defined in clause 1.1.
- a. Subject to the provisions of clauses 3.1.1.(b) to 3.1.1.(a).(i), to the whole holiday provisions in clause 5.1, and authorised leave of absence, an employee shall normally observe the following ordinary hours of work:
 - i. Thirty-seven (37) hours thirty (30) minutes per week, between 7.00am and 9.00pm on five consecutive days, Monday to Saturday. The times of starting and ceasing work between these hours shall be agreed between the parties to meet the needs of the Polytechnic. Such agreement shall not be unreasonably withheld.
 - ii. Subject to clause 3.1.1.a.i the needs of the Polytechnic (as determined by the Employer) work will usually be scheduled Monday to Friday between 8.00am and 5.00pm.
 - b. Subject to the provisions of 3.1.1(c) below, an employee may be required by agreement to temporarily start and/or finish ordinary hours of work outside the hours specified in 3.1.1.a.i and ii above.
 - c. Subject to such conditions as the employer may prescribe, all ordinary hours worked outside those specified in 3.1.1.(a).(i), shall be paid at the rate of time and a half.

- d. An employee shall be allowed two (2) rest breaks of ten (10) minutes each day, in the morning, afternoon or evening at times specified by the employee's manager.
- e. The Employer may from time to time and in consultation with TIASA adopt a system of flexible working hours.
- f. Each employee shall, wherever practicable, be allowed a minimum break of nine (9) consecutive hours between spells of ordinary hours of duty.
Note: Attention is drawn to the Health and Safety at Work Act 2015 requirements for reasonable and safe working hours; prevention of fatigue; and work life balance needs.
- g. No employee shall be required to work for more than five (5) hours continuously without being allowed a meal break of not less than half (½) an hour.
- h. Sunday Work- Notwithstanding clauses 3.1.1.(a).(b), and (c) and 3.4, Sunday work required as part of irregular business incident or as part of a specific activity, then consent from both parties is required. The employee has first right of refusal to meet the intent of our work life balance.
 - i. If the needs of the Open Polytechnic change for permanent Sunday work required at any stage the Open Polytechnic is to submit a proposal to TIASA for consultation.
 - ii. Both parties, TIASA and the Open Polytechnic agree to keep both the requirements of the business and the employee in mind.
 - iii. When consent is reached between two parties on Sunday work, either casual or as a result of an irregular business incident or part of a specific activity, the employee is to be paid an allowance prescribed by the employer under clause 3.4.1(f) in lieu of overtime or penal payments. However, if at any stage Sunday work is no longer required of an employee by the employer as part of the employee's ordinary hours of work then the employee will revert back to the ordinary hours of work as described in clause 3.1.1(a)(i) of the Agreement and the allowance will cease immediately.

3.2 Hours of Work for Positions Listed in Appendix III

- 3.2.1 The ordinary hours of work for an employee holding an Appendix III position shall not exceed 37.5 hours per week to be worked on no more than five (5) days per week Monday to Sunday inclusive. The days and times of starting and ceasing work in each week to be worked by an employee shall be set by the Employer to meet the operational requirements of the Polytechnic and recorded in a schedule and supplied to the employee.
- 3.2.2 The days and times of starting and ceasing work of an employee holding an Appendix III position shall only be changed by the Employer after consultation with the employee. Any change to the ordinary hours of an employee following consultation shall be notified to the employee in writing at least two (2) weeks in advance and recorded in a schedule to be supplied to the employee.
- 3.2.3 All time worked by an employee holding an Appendix III position in excess of thirty-seven and a half (37.5) hours per week shall be paid at time and a half (T1½) provided the employee is entitled to overtime under clause 3.4.1(e).

Only overtime that has been formally authorised by the Employer in writing shall be paid.

- 3.2.4 Clauses 3.1.1.(d), (f), (g) shall apply to employees holding an Appendix III position.
- 3.2.5 Clauses 3.4.1(a) and (b) shall not apply to employees holding an Appendix III position.
- 3.2.6 Clauses 3.4.1(c), (d), (e) and (f), dealing with overtime, shall apply to employees holding Appendix III positions.

3.3 Shift Work

- 3.3.1 From time to time where workloads or circumstances require, and for a designated time, shift work may be worked as required by the Employer and the provisions governing shift work are set out in Appendix I to this Agreement.

3.4 Overtime

Subject to clauses 3.2.5, 3.2.6 and 3.5:

- 3.4.1 Time worked outside the ordinary hours or in excess of thirty-seven and a half (37.5) hours in one (1) week, shall be paid for at the rate of time and a half (T1½) except that double time (T2) shall be paid for all overtime worked as follows:
 - a. between 9.00pm and 7.00am;
 - b. between 9.00pm Saturday and 7.00am Monday.
- 3.4.2 An employee required to work overtime on a Saturday or Sunday shall be paid a minimum payment equal to three (3) hours at the appropriate rate.
- 3.4.3 Employees are expected to work a reasonable amount of overtime to meet temporary increases in work volumes. All such overtime shall be paid at time and a half for each hour so worked.
- 3.4.4 Employees may request time off instead of payment of overtime. If approved, the time off granted shall be according to the overtime that has been worked. Untaken time off in lieu may accumulate to a maximum of 30 hours per year. Untaken time off in lieu shall if still untaken after one year shall be paid out to the employee at the rate of Time and a half for every hour so accumulated.
- 3.4.5 No employee earning a salary at or more than the salary for the maximum of salary band 9 specified in clause 4.1.1(a) of this Agreement (as adjusted from time to time under clause 4.2 of this Agreement) for ordinary hours worked shall be entitled to overtime payments. However, an employee may request paid time off in lieu for time worked outside the ordinary hours. The approval and the amount of paid time off in lieu will be at the discretion of the Employer."
- 3.4.6 The Employer and employee may agree an annual allowance in lieu of payment for overtime. Any annual allowance in lieu of payment for overtime

granted by the Employer to an employee will be instead of and not additional to any entitlement to overtime that may otherwise arise under clause 3.4.

3.5 Call Back

- 3.5.1 The following conditions shall apply to all employees:
- a. Subject to the provisions of clauses 3.5.1(b) and 3.5.1(c), where an employee is called back to work after:
 - i. completing the day's work; and
 - ii. leaving the place of employment; or is called back before the normal time of starting work and does not continue working until such normal starting time;
 - b. The employee shall be paid for a minimum of three (3) hours at the appropriate rate.
 - c. A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
 - d. 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.
- 3.5.2 If the employee is on call on either a "public" or "organisation" holiday and is called by the Employer, or a representative of the Employer, to work on that day, then the provisions in clause 5.1 shall apply as appropriate with respect to having an alternative day's holiday and with respect to payment for working on that day.

3.6 Conflict of Interest

- ~~3.6.1 The employee agrees that they have disclosed all known potential conflicts of interest.~~
- ~~3.6.2 If the employee becomes aware of any potential conflict between their interests and the employer's business, or an issue with the potential to affect their work performance, they must immediately tell the employer.~~
- ~~3.6.3 The employer and employee will discuss the issue and work out together whether it is a real conflict of interest.~~
- ~~3.6.4 The employee must act on any reasonable instructions from the employer about real conflicts of interest. If there is no other reasonable alternative, the employee's employment may be ended, following the correct process.~~
- ~~3.6.5 Without the prior written consent of the employer, an employee shall not engage in any outside paid work which:~~
- ~~a. is in direct competition with the business of the Polytechnic or creates a conflict of interest;~~
 - ~~b. Involves the use of confidential information learned directly or indirectly through the employee's employment at the Polytechnic.~~
~~Note: This does not apply where the employee is required by statute to disclose information.~~

Section 4. Remuneration

4.1 Salary Band

- 4.1.1 Subject to clauses 1)a)i)(1)band 4.4, your salary band is as advised by Human Resources in writing from time to time.

4.2 Operation of salary bands

- 4.2.1 Movement within salary bands:
- a. The Polytechnic shall apply the factors specified below to decide from time to time (no less than once per annum) within the upper and lower remuneration limits of the appropriate salary band applying to your position, the actual remuneration that, subject to any other condition of employment, is to be paid to you.
 - i. Current competence;
 - ii. Achievements as measured against the goals of the position described in the job description or as otherwise specified in writing;
 - iii. Contributions to achievement of the stated aims of the work unit including the specified requirements of the job description;
 - iv. The ease or difficulty in recruiting and/or retaining the specific skills and/or experience required for the position.
 - b. Salary movement is to be agreed annually between TIASA and the Open Polytechnic. Remuneration movement is based on annualised data that is applied to remainder of the organisation. Remuneration movement is information from
 - i. Reputable data provided across sector
 - ii. Budgeted salary movement from the organisation
 - c. Both parties agree to complete this negotiation in line with the organisational time line.
- 4.2.2 The employee's remuneration shall not regress as a result of the operation of ranges of rates.
- 4.2.3 Movement between salary bands: On appointment to an established position within a different salary band, or the transfer of a job position into a new salary band by the employer.
- 4.2.4 Information to be made available to employees: You may be advised on request:
- a. The job size of your current position.
 - b. The current median/fully competent rate of your salary band to which you can expect to progress with fully competent performance and for meeting the defined specifications for your position.

4.3 Payment of salaries and wages

- 4.3.1 Salaries shall be paid fortnightly by direct credit to a bank account on receipt of the appropriate written authority from an employee. In the event of a direct credit not being able to be actioned, the amount of salary due to the employee shall be paid direct to the employee by cheque.
- 4.3.2 The employer shall provide to an employee a written advice of the gross pay and deductions made each time the employee's gross pay or any deduction is altered.
- 4.3.3 The employer may make deductions from employee's salaries for the following reasons:
- a. unauthorised absence from work;
 - b. leave without pay;
 - c. where, on ending their employment, the employee has taken more annual leave than the amount owed to them;
 - d. errors or corrections in the employee's pay.

Provided however, if deducting the overpayment in one lot from the employee's salary would cause the employee undue hardship, the employer will recover the amount of overpayment in instalments fixed after consultation with the employee.

4.4 Review of salary band

- 4.4.1 The upper and lower salary limit of the employee's salary band shall be reviewed annually by the employer having regard to relevant external market relativities and movements and other relevant factors.
- 4.4.2 Any adjustment to the upper and lower salary limit of your salary band by the employer as a result of the review referred to in clause 4.1.1 above, shall take effect from a date determined by the employer but no later than 1 January in the following year.

Section 5. Holiday and Leave Provisions

5.1 Public Holidays

5.1.1 Subject to clause 5.1.2, the employee is entitled to a paid holiday when any of the following public holidays specified in the Holidays Act 2003 falls on a day when the employee would normally be required to work:

- a. Christmas Day
- b. Boxing Day
- c. New Year's Day
- d. 2 January
- e. Waitangi Day
- f. Good Friday
- g. Easter Monday
- h. ANZAC Day
- i. the birthday of the reigning Sovereign (observed on the first Monday in June)
- j. Labour Day (being the fourth Monday in October)
- k. The day of the anniversary of a province or the day locally observed as that day

5.1.2 If Waitangi Day or ANZAC Day referred to in clause 5.1.1 above:

- a. falls on a Saturday or a Sunday, and the day would otherwise be a working day for the employee, the public holiday must be treated as falling on that day;
- b. falls on a Saturday or a Sunday, and the day would not otherwise be a working day for the employee, the public holiday must be treated as falling on the following Monday.

5.1.3 In addition to public holidays specified in the Holidays Act 2003, the non-public holiday between Christmas and New Year and, Easter Tuesday, will be paid organisational holidays, being the day after Easter Monday, and the day after Boxing Day.

5.1.4 The pay for the public holidays and organisational holidays described in clauses 5.1.1 to 5.1.2 above will be the amount that the employee would have received had the employee worked on that day (the employee's "normal" pay). Note: "Normal" pay is calculated in accordance with the Holidays Act definitions for "relevant daily pay" and/or "average daily pay", whichever rate is applicable

5.1.5 To meet the needs of the business, the Employer may require the employee to work on a public holiday or organisational holiday that falls on a day that would otherwise be a working day for the employee.

If required to work on any part of a public or organisational holiday that would otherwise be a working day for the employee, the employee shall be paid for the time worked at 1.5 times the rate of the employee's relevant daily pay and,

in addition, shall be entitled to an alternative day's holiday on a day to be agreed between the employee and Employer. Failing agreement, the Employer can require the employee to take a specified day in lieu provided the Employer gives the employee 14 days' notice of this.

- 5.1.6 The Employer may request the employee to work on a public holiday that falls on a day that would not otherwise be a working day for the employee. If the employee agrees to this request, the employee is entitled to be paid for the time worked at 1.5 times the rate of the employee's relevant daily pay, and an alternative day's holiday.

5.2 Annual Holidays

- 5.2.1 Subject to the provisions contained in clause 5.2, an employee shall be granted annual leave as follows:

- a. On completion of twelve (12) months' continuous employment with the Employer, an employee will be entitled to four (4) weeks' paid annual holidays and to four (4) weeks' paid annual holidays for each subsequent period of twelve (12) months' continuous employment;
- b. On completion of five (5) years' continuous employment with the Employer, an employee is entitled to not less than five (5) weeks' paid annual holidays at the end of each completed twelve (12) months' continuous employment;
- c. Calculated in accordance with the provisions of the Holidays Act 2003
Provided That:
 - i. the holidays are to be taken within twelve (12) months after the date on which the employee becomes entitled to the holidays;
 - ii. the Employer must allow the employee to take at least two (2) weeks of the holidays in a continuous period, if that is what the employee wishes;
 - iii. the time for taking annual holidays is to be agreed between the Employer and employee. The employer must not unreasonably withhold consent to an employee's request to take annual holidays.
- d. If the Employer and employee are unable to reach agreement the Employer may decide when the employee shall take any outstanding holidays, provided that the Employer gives the employee at least fourteen (14) days' notice directing them to take annual holidays commencing on a particular date.

- 5.2.2 The Employer may agree to the employee's request to take annual holidays in advance of an actual entitlement (that is, before the employee has completed a period of twelve (12) months' continuous employment). Annual holidays taken in advance will subsequently be deducted from the employee's actual entitlement when it occurs. Provided However in the event that the Employer allows the employee to take leave in advance of the employee accruing it, the employee agrees that the Employer may deduct any amount still owing at the time of termination from the employee's final pay.

- 5.2.3 The employee's annual holiday pay will be calculated in accordance with the Holidays Act 2003. In summary, the rate of pay for the period of annual holidays will be the employee's ordinary weekly pay at the time the holiday is taken. Or the employee's average weekly earnings over the twelve (12) month period before the holiday is taken, whichever is the greater. Annual holiday

pay will be paid to the employee as part of the normal pay cycle, not necessarily before the holiday is taken.

- 5.2.4 An employee who is entitled to annual holidays at the commencement of a closedown period must, if required to do so by the Employer, take annual holidays subject to the Employer giving the employee not less than fourteen (14) days' notice of the requirement to take annual holidays
- 5.2.5 An employee who is not yet entitled to annual holidays at the commencement of a closedown period must, if required to do so by the Employer, discontinue their work during the closedown period, subject to the Employer giving the employee not less than fourteen (14) days' notice of the requirement to discontinue work.

5.3 Parental Leave

- 5.3.1 Parental leave shall be allowed in accordance with the requirements of the Parental Leave and Employment Protection Act 1987 (the Act) as amended from time to time
- 5.3.2 An employee who is entitled to primary carer leave of up to the maximum duration provided under Part 1 of the Act will continue on pay for the first six (6) weeks of their primary carer leave. This payment is additional to any paid leave the employee may be entitled to under Part 7A of the Act.
- 5.3.3 5.3.3 An employee who is absent on primary carer leave for less than six weeks will receive that proportion of the payment provided in clause 5.3.2 above which his/her absence represents to thirty (30) working days.

5.4 Sick Leave

- 5.4.1 If an employee needs to be absent due to genuine illness or injury, or the illness or injury of a partner or a dependant, either because the partner or dependant is sick or, in the case of a dependant, because his or her caregiver is sick, their salary will continue to be paid for up to ten (10) days in each twelve (12) month period of continuous employment from the start of a permanent employee's employment at the Polytechnic. Unused sick leave will carry forward to any subsequent twelve (12) month period of employment and may accumulate up to a maximum of one hundred (100) days.
- 5.4.2 Upon completion of twenty-four (24) months of continuous service with the Polytechnic the annual sick leave entitlement of an employee will be increased to fifteen (15) days in each subsequent twelve (12) month period of continuous employment.
- 5.4.3 Generally medical certificates are not required but the employer may at its discretion require an employee to provide proof of injury or sickness if their sick leave absence is either for reasons of their own illness or injury or is for the care of a spouse or partner or a person who depends on the employee for care is sick or injured and the sick leave absence covers three (3) or more consecutive calendar days, that is whether or not they would ordinarily be working days for the employee. Furthermore, the employer may at its discretion require the employee to provide proof of illness or injury for any sick

leave taken in excess of five (5) days of sick leave for each twelve (12) month period of continuous employment.

- 5.4.4 If an employee is required to provide proof of illness or injury under clauses 5.4.3 or 5.4.5 and fails (without reasonable excuse) to do so, the employer is not required to pay the employee for any sick leave in respect of which the proof is required until the employee complies with that requirement.
- 5.4.5 Notwithstanding clause 5.4.3 above, the employer may require proof of sickness if the sickness or injury that gave rise to leave is within three (3) consecutive calendar days if the employer:
- a. informs the employee as early as possible that the proof is required; and
 - b. agrees to meet the employee's reasonable expenses in obtaining the proof.
- 5.4.6 An employee who is unable to attend work is required to advise the employer of their absence prior to their start time. In some situations - e.g. hospitalisation as a result of an accident - it is accepted this may be impracticable.

5.5 Sick Leave for Fixed Term and or Casual Employees

- 5.5.1 A fixed term employee is entitled to ten (10) days' sick leave after the fixed term employee has completed three (3) months of current continuous employment with the employer.
- 5.5.2 Ten (10) days' sick leave will be provided to a fixed term employee to whom clause 5.5.1 applies for the 12-month period of employment beginning at the end of the 3-month period specified.
- 5.5.3 Unused sick leave will carry forward to any subsequent 12-month period of employment and may accumulate up to a maximum of thirty (30) days.
- 5.5.4 Clauses 5.4.2 to 5.4.6 shall apply to fixed term employees taking sick leave under clause 5.5.
- 5.5.5 The provisions of this clause, suitably amended as per the Holidays Act, apply to casual employees. Generally, a casual employee will only qualify for sick leave if over the previous 6 months they have worked for the employer for an average of at least 10 hours per week during the previous 6 months, and not less than one hour each week during the previous 6 months, or not less than 40 hours in each of the previous 6 months. Casual employees that meet these criteria do qualify for sick leave as per the terms of this clause.

5.6 Special Leave

- 5.6.1 Where an employee is granted discretionary special leave by the employer, with or without pay, the conditions under which the leave is approved,

including placement on return from such leave, will be agreed and recorded in writing prior to the leave commencing.

5.7 Bereavement/Tangihanga for death in New Zealand or Overseas Leave

- 5.7.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respect to a deceased person with whom the employee has had a close association. Such obligations may exist because of particular cultural requirements, such as attendance at all or part of Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.
- 5.7.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of 5.9.1 above.
- 5.7.3 The employer may grant bereavement leave in excess of the periods described in clauses 5.7.2 (a) and (b) above at his/her discretion with or without pay.

5.8 Grandparented Leave Provisions for Employees Recruited prior to 30 June 1992

- 5.8.1 All employees recruited prior to 30 June 1992 have the benefit of grandparented provisions relating to the definition of service for leave purposes, long service leave, retiring leave and resigning leave on the terms and conditions described and recorded in a separate Letter of Agreement signed by the Employer and PSA dated the 2nd day of July 2007. The grandparented provisions shall form part of this collective agreement and be enforceable like other collective agreement provisions even though they are recorded in the separate letter of Agreement referred to above. Copies of this letter are held by PSA and Human Resources at the Polytechnic. The employer will provide copies of this letter to TIASA.

5.9 Employment Relations Education Leave

- 5.9.1 Attention is drawn to Part 7 of the Employment Relations Act 2000 ("the Act") providing for employment relations education leave. Part 7 of the Act shall apply as long as the Act, and Part 7 thereof providing for employment relations education leave, remains in force.

Note: Text of the Employment Relations Act 2000 can be accessed at the following website:

Section 6. Allowances

6.1 Special Responsibility Allowance

- 6.1.1 An employee who is required by the employer to undertake special responsibilities, including higher duties which are over and above that normally expected of an employee (as defined by the employer and aligned to the policy), may be granted a special responsibility allowance at a level sufficient to reflect the nature of the responsibilities, being not more than 10% of the employee's base salary and they must be performing those duties for more than five days..
- 6.1.2 The following conditions shall apply:
- a. The granting of the allowance by the employer shall be communicated to the employee in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.
 - b. The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to regular review and shall be terminated by the employer at any time by giving notice in writing.

6.2 Annual Allowance for Employees

- 6.2.1 Annual allowances will be only provided to employees who hold Appendix III positions and are required to work non-work hours
- 6.2.2 An Appendix III position is as defined in clause 1.1 of this Collective Agreement.
- 6.2.3 "Non-core hours" for the purposes of clause 6.2 of this Agreement means hours worked by a holder of an Appendix III position between the hours of 9:00pm and 7:00am with the written authority of the employer.
- 6.2.4 An employee holding an Appendix III position who is required by the employer to work non-core hours will be granted an annual allowance calculated at 1.4% of their base salary for every complete non-core hour they work up to a maximum of 10% of their base salary and a minimum of \$750 per annum.
- 6.2.5 The annual allowance may be terminated by the Employer without notice once the employee holding an Appendix III position stops working non-core hours within the meaning of clause 6.2.2 above.

6.3 Meal Allowance

- 6.3.1 An employee who has been directed to work not less than two (2) hours overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought, shall be paid a meal allowance of \$18.25 from the date of the Agreement, \$19.15 from 1 March 2018, and \$19.39 from 1 March 2019.

6.4 Travelling Allowance

- 6.4.1 An employee required to travel on official business shall be reimbursed for all actual and reasonable expenses incurred as a result of such business.
- 6.4.2 Employees who are absent for more than twenty-four (24) hours may also claim without production of receipts a daily incidental allowance of \$10.85 from the date of the Agreement, \$11.00 from 1 March 2018, and \$11.14 from 1 March 2019 for each twenty-four (24) hour period and for any additional part of less than twenty-four (24) hours spent travelling.

6.5 Motor Vehicle Allowance

- 6.5.1 A motor vehicle allowance at the rate specified by the Inland Revenue Department shall be reimbursed for employees required to use their own vehicles for official Polytechnic business with the approval of the employer.
- 6.5.2 The effective motor vehicle allowance rate payable by the employer under clause 6.5.1 shall be published on the Polytechnic's intranet.
- 6.5.3 The motor vehicle allowance rate will be adjusted annually by the published Inland Revenue rates following the date of publication of the rates by Inland Revenue with any adjustment to take effect from 1 June following the date of publication of the rates by Inland Revenue.

6.6 Tea Allowance

- 6.6.1 The employer will provide free tea, coffee, milk and sugar during rest breaks and meal breaks.

6.7 Protective Clothing

- ~~6.7.1 Where the nature of the duties regularly required of an employee is likely to result in damaged or soiled clothing, the employer shall supply suitable protective clothing and shall renew as required. Suitable protective clothing may be either overalls, dustcoats, aprons, gloves, slacks or smocks or such other items as appropriate. All such protective clothing shall be laundered at~~

~~the employer's expense or, if agreed by the employer, the employee may be paid actual and reasonable expenses to cover the costs of such laundering.~~

6.8 Waterproof Clothing

~~6.8.1 Employees required to work outdoors shall be issued with suitable waterproof clothing.~~

~~6.8.2 Waterproof clothing is expected to last at least two (2) years~~

6.9 Protective Equipment

~~6.9.1 Employees shall be provided with and shall be required to use when necessary for their safety while at work:~~

- ~~a. Ear muffs as approved by the medical officer of health for work where that noise level is likely to cause impairments to an employee's hearing, provided it has not proved practical to reduce the noise level or to isolate the work process.~~
- ~~b. Eye protection in areas where an employee is subject to risk of injury to the eyes.~~
- ~~c. Protective equipment in areas where an employee is required to undertake duties of an obnoxious, infectious or contaminating nature, e.g. spraying or handling dangerous weedkillers, insecticides and acids. Protective equipment shall include such items as cap, goggles, visor, respirator, acid resistant apron, gloves and overshoes.~~

Section 7. Safety, Health and Welfare

7.1 Safe Conditions of Work

- ~~7.1.1 The parties to this Agreement agree that employees should be adequately protected from any safety and health hazards arising in the workplace. All reasonable precautions for the health and safety of employees shall be taken.~~
- ~~7.1.2 Employees have the responsibility to keep themselves and others safe. Employees will contribute to making their workplace safer by:~~
- ~~a. being involved in their workplace health and safety system;~~
 - ~~b. following correct procedures and using correct equipment;~~
 - ~~c. wearing protective clothing and equipment;~~
 - ~~d. helping new employees, trainees, and visitors to the workplace understand the right safety practices and why the practices exist;~~
 - ~~e. communicating concerns and any hazard identified to their Employer;~~
 - ~~f. not becoming a hazard to others at work by being under the influence of alcohol or other drugs;~~
 - ~~g. advising the employer of anything that might affect the employee's ability to perform their work safely;~~
 - ~~h. reporting, on the employer's prescribed system, any accident that has harmed, or might have harmed, the employee.~~
- ~~7.1.3 In particular, the safety of staff working outside usual hours is of particular concern. Reasonable provisions shall be made to ensure:~~
- ~~a. Security of the campus.~~
 - ~~b. Safe transport arrangements.~~
- ~~7.1.4 The employer will identify hazards in the work environment and will take every practicable action to ensure that these hazards do not create accidents or injury to employees by:~~
- ~~a. Observing and enforcing the Health and Safety at Work Act 2015.~~
 - ~~b. Providing training and equipment that assists in the prevention of accidents and injury.~~
 - ~~c. Providing opportunities for employees to participate in the process of hazard identification and prevention.~~

7.2 First Aid

- ~~7.2.1 An adequate first aid emergency kit shall be kept in a convenient and accessible place in all major work areas and shall be kept in good order.~~
- ~~7.2.2 Employees who by arrangement with the Employer attend first aid training run by the St John Ambulance Association or the Red Cross Society (Inc.) will~~

have their course fees paid by the employer. Courses held in the employer's time will be treated as time off on ordinary rates of pay.

7.3 Visual Display Units

- 7.3.1 The Polytechnic shall implement the mandatory provisions of the Code of Practice for Visual Display Units issued by the Ministry of Business, Innovation and Employment. The other recommendations will be adopted as appropriate.
- 7.3.2 **Spells:** Employees who work continuously at VDU terminals will be provided with relief by variations in work or by regular breaks of ten (10) minutes every hour.

7.4 Eye Health Benefit

- 7.4.1 Eye Tests Criteria and Entitlement
- a. After a qualifying period of six (6) months of employment, any employee shall be entitled once in each twenty-four month period of their employment to an eye test by a registered optometrist at the employer's expense.
 - b. If that discloses that optical glasses/contact lenses are required then the cost of optical glasses/lenses will be met by the employer subject to a maximum of three hundred dollars (\$300.00) for lenses and frames, inclusive of GST.

Section 8. Restructuring & Redundancy Provisions

8.1 Principles

- 8.1.1 The employer recognises the serious consequences that the loss of employment can have on individual employees and proposes to minimise this as far as possible by using the provisions of this Agreement to keep as many employees as possible in employment.

8.2 Consultation

- 8.2.1 TIASA will be advised by the Employer of any review as soon as practicable following the employer's decision to undertake a review which is likely to result in:
- a. significant changes to either the organisation structure, staffing or work practices affecting employees; or
 - b. the contracting out of work of any employee covered by this Agreement; and
 - c. will provide TIASA with the opportunity to be involved in the review

8.3 Application

- 8.3.1 These provisions relate to employees who are or may be affected by a restructuring situation. They will only apply to all permanent employees.

8.4 Staff Surplus Situation

- 8.4.1 A surplus staffing situation exists when, as a result of the review referred to in clause 8.2 and at the conclusion of the consultative process, the employer requires a reduction in the number of employees; or employees can no longer be employed in their current position, at their current grade (salary grouping) or work location (i.e. the terms of appointment to their present position are altered).

8.5 Voluntary Severance

- 8.5.1 Where a surplus staffing situation exists as defined in clause 8.4 employees affected by this will be given the option of applying for voluntary severance. Acceptance of any applications for voluntary severance received from staff affected by an identified surplus staffing situation will be at the employer's complete discretion.
- 8.5.2 Employees whose application for voluntary severance has been accepted by the employer will receive notice under clause 8.7.2 and severance compensation calculated under clause 8.8.5. Clauses 8.8.1, 8.8.2 and 8.8.4 (except that time off may be made available for job seeking) shall not apply to

employees whose application for voluntary severance has been accepted by the employer.

8.6 Reconfirmation and Reassignment

- 8.6.1 When a surplus staffing situation exists and the surplus staffing situation has not been discharged by the employer's acceptance of applications for voluntary severance under clause 8.5 the employer may, following consultation with TIASA, either reconfirm in the same or similar position, or reassign to an alternative position for which they are suitable, those employees affected by the above.
- 8.6.2 This may include placement to a suitable position in any existing agency or in a new structure or agency established as part of the restructuring.
- 8.6.3 Where reconfirmation or reassignment takes place the following provisions will apply:
- a. Reconfirmed in position: The parties agree that use of the reconfirmation provisions will be maximised in terms of following principles.
 - b. Where a position is to be transferred into a new structure of or new agency, or there is a position in an existing agency, and where there is one employee who is a clear candidate for that position, and the criteria below are met, then that employee is to be confirmed in it.
 - c. The criteria for reconfirmation shall be as follows:
 - i. The new job description is the same (or very nearly the same) as what the employee currently does;
 - ii. The salary band for the new position is the same;
 - iii. The new position has terms and conditions of employment which are no less favourable.
 - d. In those situations where there is more than one clear candidate, the position will be advertised with appointment made as per normal appointment procedures.
 - e. Proposed reconfirmations will be advised to all affected employees to enable them to assess whether they meet the criteria. Those employees who meet the criteria and do not wish to be reconfirmed will be deemed to have resigned their position.
 - f. Job descriptions (current and proposed) shall be available to those employees who are to be confirmed at the time that the reconfirmation list is published.
 - g. TIASA may propose that an employee be reconfirmed where that employee believes his or her current job is sufficiently similar to a new job.
- 8.6.3 **Reassignment**
- a. Following reconfirmation, if there are positions still vacant, then the employer will consult with TIASA to assess the skills of all those employees still left without a position and to reach agreement on the process for appointment to new positions
 - b. In determining the parameters for reassignment the employer, in consultation with TIASA, will deal with cases on an individual basis, with a

view to placing as many employees as possible by matching individual skills with positions which require similar skills. This exercise may involve individuals undertaking some on-the-job training or attending training courses (e.g. keyboard skills). Such training needs will be identified prior to the individual being reassigned

- c. Employees to be reassigned under this process shall be consulted prior to any appointment being made
- d. Where employees accept reassignment to a new position at the same or lower salary in the same or new location then the following applies:
 - i. Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of reassignment.

The equalisation allowance specified in clause 8.6.3(d)(i) may be paid as follows:

- i. As an equalisation allowance to be paid with the employee's salary for a maximum of 12 months from the date the employee commences the new job (abated by any salary increase received during this 12 month period); or
- ii. At the option of the employee (to be exercised at the time of accepting the new position), as a lump sum payment to make up the loss of basic pay for the next nine (9) months from the date the employee accepts the new job (this payment is not abated by any subsequent salary increase).

Note: An employee will not be entitled to receive an equalisation allowance under both 8.6.3(b)(ii) and (iii) above.

- iii. Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to twelve (12) months, or an allowance in lieu thereof.

Section 9. Redundancy

9.1 Definition

- 9.1.1 All affected staff not placed by reconfirmation or reassignment are surplus and the following apply:

9.2 Notification

- 9.2.1 The employer will notify TIASA and the surplus employees a minimum of one month prior to the date that the surplus is required to be discharged. Where circumstances warrant, this date may be varied by agreement between the parties.
- 9.2.2 At the time the following information shall be made available to TIASA:
 - a. the location(s) of surplus employees;
 - b. the total number of surplus employees;
 - c. the positions and names of the surplus employees.
- 9.2.3 TIASA may be supplied with additional information at the employer's discretion.
- 9.2.4 Counselling for surplus employees and their families may be made available as necessary.
- 9.2.5 This period TIASA and the employer will meet to consult on the options and which are appropriate to the circumstances and will be available to surplus employees. The options and how they may be used, other options which the parties may agree to, and the types and levels of financial assistance, will be discussed on a case by case basis between the employer and TIASA. The employer reserves the right to make the final decision on what options will be made available and the types and levels of financial assistance.
- 9.2.6 The parties also agree that the option of severance may be considered at any stage on a case by case basis, dependent on the circumstances.

9.3 Details of Conditions and Options

- 9.3.1 Attrition means that as people leave their jobs because they retire, resign, transfer, die, or are promoted, then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.
- 9.3.2 Retraining is an efficient and worthwhile option for dealing with staffing surpluses. To this end the employer will, as far as she or he is able, identify particular skill shortages in the Polytechnic.
- If retraining opportunities are identified specific retraining programmes will be provided.
- 9.3.3 Enhanced Early Retirement: If this option is agreed to, employees are eligible who have ten (10) years' total service and are within twelve (12) years of reaching the age of eligibility for New Zealand superannuation. Service does not have to be continuous. It provides for an employee to be paid the money available under the severance option.
- 9.3.4 Redeployment/Job Search: For employees taking this option the same provision shall apply as for reassignment. Time off may be made available for job seeking.
- 9.3.5 Severance Compensation: Following agreement that the option of severance is to be made available, the formula for severance is as follows:
- a. Up to two (2) years' service - eight (8) weeks' salary.
 - b. For all additional service - One (1) week's salary for each half year of service of part thereof
 - c. No severance compensation shall exceed \$35,000 regardless of length of service.
 - d. Service shall be continuous service with the Polytechnic.
 - e. Salary is defined as the taxable salary for the preceding twelve (12) months and does not include allowances.

9.4 Technical Redundancy and Employee Protection Provision

- 9.4.1 "New Employer", "restructuring", and "affected employee" shall, for the purposes of Clause 8.8, have the meaning given to them in Section 69L of the Employment Relations Act 2000.
- 9.4.2 Prior to the Polytechnic restructuring its business, the Polytechnic will enter into negotiations with any new employer about how the restructuring relates to affected employees, including whether they will transfer to the new employer, and if they do, whether they will transfer on their existing terms and conditions of employment.
- 9.4.3 The process which the Polytechnic will follow in such negotiations is:
- a. explaining to the new employer the Polytechnic's obligation to negotiate about the restructuring;
 - b. informing a new employer that the Polytechnic wishes to negotiate in relation to the possible transfer of affected employees to the new employer and whether employees will transfer on their same terms and conditions of employment;
 - c. putting a proposal to a new employer in relation to whether affected employees will transfer to the new employer and if so whether they will transfer on their existing terms and conditions of employment;
 - d. considering any response from a new employer; and
 - e. seeking to reach an agreement with a new employer on whether any or all of the affected employees will transfer and on what terms and conditions.
- 9.4.4 If, following negotiations with the new employer, some or all of the affected employees are not to transfer to the new employer, then, subject to clause 8.8.5, the employer will provide to the employee such entitlements as s/he may be eligible for under clause 8.7 of this Agreement.
- 9.4.5 Where the employee's employment is being terminated by the Polytechnic by reason only of the restructuring of all (or part) of the Polytechnic, nothing in Section 8 of this Agreement or any other agreement shall require the Polytechnic to pay severance compensation to the employee if:
- a. the Polytechnic has entered into a contract or arrangement under which the Polytechnic's business (or part of it) is undertaken for the Polytechnic by another person, organisation, or institution, or where the Polytechnic has sold or transferred all (or part) of its business to another person, organisation, or institution and that other person, organisation or institution:
 - i. has offered the employee employment in the business (or part of it) undertaken or acquired by that person, organisation, or institution;
 - ii. has agreed to treat service with the Polytechnic as if it were continuous service with that person, organisation, or institution; and
 - b. the conditions of employment being offered to the employee by the person, organisation, or institution who has a contract or arrangement to undertake the business (or part of it) of the Polytechnic or has acquired

the business (or part of it) of the Polytechnic are the same, or no less favourable, than the employee's conditions of employment including;

- i. any service related or redundancy conditions; and
 - ii. any conditions relating to superannuation under the employment being terminated; and
- c. the offer of employment by the person, organisation, or institution who has a contract or arrangement to undertake the business (or part of it) of the Polytechnic, or has acquired the business (or part of it) of the Polytechnic is an offer to employ the employee in that business either:
- i. in the same capacity as that in which the employee was employed; or
 - ii. in a capacity that the employee is willing to accept.

9.5 Fixed Term Employees

- 9.5.1 Where the employer proposes to implement a redundancy affecting a fixed term employee, the employer shall consult with fixed term employees affected or likely to be affected (together with TIASA) as a result of the redundancy.
- 9.5.2 In the event that a fixed term employee's position is declared by the employer to be redundant after consultation, the employer will give notice of termination in accordance with clause 2.4.2. The employer may elect to pay the fixed term employee's salary or wages in lieu of working out their notice or part of their notice.
- 9.5.3 If a fixed term employee is made redundant, the employee will not be entitled to any severance compensation or other entitlements beyond the express terms of clause 8.10.

Section 10. Training

- 10.1.1 Employees are entitled to ongoing training in recognition of the importance of personal and professional development, keeping up with changing work patterns, and new technology. Such training needs shall be negotiated as part of the employee's annual job plan.

Section 11. Superannuation

- 11.1.1 Attention is drawn to the Government Superannuation Fund Act 1956 and KiwiSaver Act 2006. The provisions of these Acts or any amendments or Acts passed in substitution for these Acts shall apply.

Section 12. Sexual & Racial Harassment & Bullying

- 12.1.1 The parties to this Agreement consider that sexual and racial harassment and bullying in the workplace is not acceptable. The Polytechnic policies relating to these matters can be found on Polynet. Attention is also drawn to Section 15 of this agreement - Resolution of Employment Relationship Problems, Disputes and Personal Grievances. TIASA members may approach TIASA for assistance and representation when dealing with any harassment issues.

Section 13. Accident Compensation

- 13.1.1 Attention is drawn to the Accident Compensation Act 2001. The provisions of this Act or any amendment or Act passed in substitution for this Act shall apply.

Section 14. Access to Personal Files

- 14.1.1 Employees shall have access to their personal files in accordance with the provisions of the Official Information Act 1982 and Privacy Act 1993 and is aligned to the Employers policy, that is:
- a. Onsite only
 - b. Nothing is removed
 - c. No comments added or copies

Section 15. Resolution of Employment Relationship Problems, Disputes & Personal Grievances

~~**Note:** This procedure applies to the settlement of all employment relationship problems, disputes and personal grievances.~~

15.1 Definitions

~~15.1.1 — An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between Employer and employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement. Examples of an employment relationship problem are:~~

- ~~a. — where you believe that your employment agreement has not been followed or properly applied;~~
- ~~b. — where you believe you have not been paid what you should have been, or not received all of your holiday pay;~~
- ~~c. — where there has been a complaint against you regarding your work performance or conduct.~~

~~15.1.2 — A Personal Grievance means a formal grievance relating to:~~

- ~~a. — unjustifiable dismissal,~~
- ~~b. — unjustifiable disadvantage,~~
- ~~c. — discrimination,~~
- ~~d. — sexual or racial harassment, or~~
- ~~e. — duress in relation to membership or non-membership of TIASA or employees' organisation.~~

~~15.1.3 — A Dispute means a disagreement with the way in which your employment agreement has been applied or interpreted.~~

15.2 Resolving Employment Problems

~~15.2.1 — If you think you have an employment problem then you should talk to your manager about it. If you want support or advocacy assistance in doing this you should contact TIASA or other representative. At any stage of the process you have an absolute right to representation.~~

~~15.2.2 — In the case of sexual harassment, you may wish to use the processes outlined in the Polytechnic's Policies and Procedures.~~

~~15.2.3 — If you have tried to resolve your employment problem with the Polytechnic but this has not succeeded, then you or TIASA can use the formal process that is offered by the Ministry of Business, Innovation and Employment's Mediation Service.~~

~~**Note:** There are no charges for using this service.~~

15.3 Personal Grievances

- ~~15.3.1 — You have ninety (90) days to raise a grievance formally with your Employer, from the date the event occurred or came to your notice, whichever is the later. TIASA will act for you during the grievance process unless you prefer to represent yourself or seek other representation.~~
- ~~15.3.2 — When you raise a grievance with your Employer, you or your representative need to state what the grievance is and what you want done about it. This should be done in writing.~~

15.4 Disputes

- ~~15.4.1 — Where you think you have a dispute about your collective employment agreement you need to tell TIASA and Employer who are parties to the Agreement. This is because what you are disagreeing about may affect everyone else who is employed under the same collective agreement. A dispute may also be taken to the Mediation Service for resolution.~~

15.5 Formal Processes

- ~~15.5.1 — **Mediation Service**
The Mediation Service may help you by giving you information about your rights and obligations. They may also suggest a meeting with your Employer or anything else that they think might help. If you have a formal mediation, then it is up to you and your Employer to reach an agreement on the outcome. The mediator facilitates the process and helps you and your Employer come to an agreement. However, you and your Employer can agree at the start of the mediation for the mediator to decide on the outcome. If you and your Employer agree to this, then the mediator's decision is final. You cannot appeal the mediator's decision to a higher authority.~~
- ~~15.5.2 — **Employment Relations Authority ("the Authority")**
If at the end of the mediation a resolution has not been reached, then either you or your Employer could take the problem to the Authority. If the problem is about a strike or lockout or injunction then you could take the issue to the Employment Court. However, issues that relate to the negotiation of new terms and conditions can only be addressed through mediation. You cannot take them to the Authority or Employment Court.~~
- ~~The Authority looks at the whole situation rather than the technicalities of the case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that you and your Employer do not agree with, then either of you can appeal that decision to the Employment Court.~~
- ~~15.5.3 — **Employment Court**
Appeals to the Employment Court must be made within 28 days of the Authority making its decision.~~
- ~~15.5.4 — If you want further information about this process then please contact:~~
- ~~a. — your manager;~~
 - ~~b. — your TIASA representative.~~

~~15.5.5~~ **Labour Inspectors**

~~The Ministry of Business, Innovation and Employment also employs labour inspectors who you can ask to help you with problems about the minimum entitlements under the law, such as the Minimum Wage Act, or the Holidays Act. Labour inspectors can help you enforce your rights in these matters.~~

Section 16. General Information

16.1 Access to Collective Employment Agreement

~~16.1.1 — This Agreement shall be made readily available to all employees.~~

16.2 Equal Employment Opportunities

~~16.2.1 — The parties are committed to the principle of implementation of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Sections 77A and 770 of the State Sector Act 1988.~~

16.3 Variation of Agreement

~~16.3.1 — Any provision contained in this Agreement can be varied by mutual agreement either in a way that affects all employees or any number of them.~~

~~16.3.2 — The variation shall only have application to the employees directly affected by the proposed variation. Other employees (if any) shall continue to be covered by the original provisions of this Agreement. For the purposes of this clause, the phrase "employees directly affected" shall mean only those employees~~

~~whose terms of employment will be altered as a result of the proposed variation.~~

- ~~16.3.3 At the beginning of the bargaining for a variation to this Agreement, TIASA will notify the Employer party to this Agreement of the procedure for ratification by the employees to be bound by it before TIASA signs the variation.~~
- ~~16.3.4 Any variation shall be in writing, specify the employees directly affected, and be signed by the Employer and TIASA following the ratification process referred to in clause 15.3.3 above.~~
- ~~16.3.5 An employee may request TIASA assistance at any time.~~

16.4 Term

- ~~16.4.1 This Agreement shall come into force on 01 January 2019 and shall expire on 31 December 2021.~~

16.5 Ownership of Rights

- ~~16.5.1 Any work produced by an employee during his/her course of employment with the Polytechnic is to be the property of the Council of the Polytechnic. The Council is to hold all copyright and merchandising rights to this work.~~
- ~~16.5.2 All royalties or payments for work produced outside his/her course of employment with the Polytechnic shall remain the exclusive property of the employee.~~

16.6 Confidentiality

- ~~16.6.1 Employees are to ensure that any official or personal information relating to Polytechnic business, staff, students, or clients is not disclosed to any person or organisation except in accordance with Polytechnic policy or with the prior approval of the Employer.~~

16.7 Other Terms and Conditions

- 16.7.1 This Agreement supersedes and replaces any terms and conditions of employment that may have applied immediately before the date the employee becomes bound by this Agreement.

Notwithstanding this, existing employees as at the commencement date of this Agreement who become bound by this Agreement during its term may retain any enhanced salary, annual leave or superannuation benefits they were entitled to immediately before the date they became bound by this Agreement. Any other additional terms and conditions would need to be mutually agreed by the employee and Employer as provided for in clause 16.7.2 below.

- 16.7.2 Before any employee covered by this Collective Agreement becomes bound by any additional terms and conditions of employment pursuant to Section 61 of the Employment Relations Act 2000, the parties agree that any mutual agreement to such additional terms and conditions of employment must be recorded in writing and signed by the employee and the Employer.

Section 17. Polytechnic Policies and Procedures

- ~~17.1.1 The Polytechnic's policies and procedures in force from time to time shall apply to employees covered by this agreement but not so as to vary the terms and conditions in this agreement or to be inconsistent with it.~~
- ~~17.1.2 The Polytechnic will make its policies and procedures available to employees on its intranet system, Polynet.~~
- ~~17.1.3 Employees have an obligation to acquaint themselves with current policies and procedures and to comply with them.~~

Section 18. Joint Forum

- ~~18.1.1 The parties are committed to maintaining a positive working relationship.~~
- ~~18.1.2 In November of each year TIASA representative(s) and the Employer or her/his representative will meet to, where possible, mutually agree on for the following year:
 - ~~a. The Joint Forums will be set up in the following year and what issues they will address.~~
 - ~~b. The time to be allocated to TIASA representatives to participate in Joint Forums and to determine what other information or resources will be needed by management and TIASA representatives participating in order for the Joint Forum to operate effectively to achieve its agreed objectives.~~
 - ~~c. Unless TIASA and the Employer otherwise agree, information provided under (b) above must be treated as confidential by the persons participating in the Joint Forum.~~~~

Section 19. TIASA Provisions

19.1 TIASA Recognition and Representation

- ~~19.1.1 — Following consultation with TIASA delegates the Employer will at the beginning of each year discuss and establish arrangements to enable Branch representatives (delegates) to participate on joint initiatives/projects and to represent members who have raised a personal grievance or other relationship problem.~~
- ~~19.1.2 — Notice of election of TIASA Branch Executive shall be given to the Employer in writing.~~

19.2 TIASA Meetings

- ~~19.2.1 — The Employer shall allow every TIASA member to attend, on ordinary pay, a minimum of two TIASA meetings (each of a maximum two hours' duration) in each calendar year. The meetings above are inclusive of the minimum entitlement to hold TIASA meetings pursuant to Section 26 of the Employment Relations Act 2000, and not in addition to that statutory entitlement. Further TIASA meetings may be allowed at the Employer's discretion for purposes relating to collective agreement negotiations.~~
- ~~19.2.2 — TIASA shall give the Employer at least fourteen (14) days' notice of the date and time of any meeting to which clause 16.2.1 applies.~~
- ~~19.2.3 — TIASA shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any TIASA meeting, including, where appropriate, an arrangement for sufficient TIASA members to remain available during the meeting to enable the Employer's operation to continue.~~
- ~~19.2.4 — Work shall resume as soon as practicable after the meeting, but the Employer shall not be obliged to pay any TIASA member for a period greater than two hours in respect of any meeting.~~
- ~~19.2.5 — Only TIASA members who actually attend a TIASA meeting shall be entitled to pay in respect of that meeting and to that end TIASA shall supply the Employer with a list of members who attend and shall advise of the time the meeting finished.~~

19.3 Right of Access

~~19.3.1 Pursuant to the Employment Relations Act 2000 ("the Act"), a representative of TIASA is entitled, in accordance with section 20 and 21 of the Act, to enter onto the Polytechnic's workplace:~~

- ~~a. for purposes relating to the employment of its members;~~
- ~~b. for purposes relating to TIASA's business, or~~
- ~~c. both (a) and (b) above.~~

19.4 TIASA Deductions

~~19.4.1 The Polytechnic undertakes to provide for the continued collection of TIASA subscriptions by automatic deduction from salaries when authorised in writing by members.~~

Section 20. Transitional Provisions

20.1 Passing On

~~20.1.1 TIASA agrees under section 598(5) of the Employment Relations Act 2000 for the Employer to pass on in individual employment agreements all or some of the conditions agreed to in bargaining for this Collective Agreement.~~

APPENDIX I

Section 21. Shift work

21.1 Application

- 21.1.1 This Schedule applies to all shift workers.
- 21.1.2 Shift work shall be worked as required by the Employer and the ordinary hours of shift work shall be as follows:
- a. Not exceeding 37 hours 30 minutes in any one week for all employees.
- 21.1.3 The ordinary hours of shift work shall be fixed by a roster drawn up at such a time so as to be available to employees at least two (2) weeks in advance. TIASA will be consulted when rosters are being drawn up or amended in any way.

21.2 Spells

- 21.2.1 Paid spells will be granted as follows:

Type of Shift	Spell
i. A straight shift of at least four (4) hours	Ten (10) minutes
ii. A straight shift exceeding five (5) hours	Thirty (30) minutes

21.3 Penal Time Payments

- 21.3.1 Ordinary hours of shift work outside the hours of 7.00am and 9.00pm Monday to Friday inclusive attract penal time payments calculated on a shift basis at the rate provided herewith. Work for which overtime, as per clause 3 of the Agreement, is paid shall not also attract penal time payments.

21.4 Night Work

- 21.4.1 A penal time payment at the rate of one-quarter of the ordinary rate of pay ($T\frac{1}{4}$) shall be paid additional to the ordinary rate of pay for night shift work performed between the hours of 9.00pm and 7.00am on any day Monday to Saturday inclusive.
- 21.4.2 A minimum payment of two (2) hours of the additional rate applies for each shift, provided the time worked between 9.00pm and 7.00am was in excess of fifteen (15) minutes.

21.5 Saturday Work

- 21.5.1 A penal time payment at the rate of one-half of the ordinary rate of pay (T½) shall be paid additional to the ordinary rate of pay for the first three (3) hours of Saturday shift work, and thereafter at the ordinary rate of pay (T1); except that for any work performed after midday the additional rate shall be paid at the ordinary rate of pay (T1).
- 21.5.2 Saturday penal time payment shall be paid for that portion of a shift which extends from Friday into Saturday or the Saturday portion of a shift which commences on a Saturday and extends into Sunday.
- 21.5.3 When work which attracts Saturday penal time payment is an employee's sixth shift for the week, a minimum payment of four (4) hours at the additional rate applicable at the time the employee actually ceases work shall be made.

21.6 Exchange of Shifts

- 21.6.1 An exchange of shifts shall be permitted with the prior approval of the Employer and such approval will not be unreasonably withheld providing no additional cost is incurred by the Employer.

APPENDIX II

Section 22. Salary Bands

	Maximum	\$55,025
Band 03	Midpoint	\$50,023
	Minimum	\$45,021
	Maximum	\$58,478
Band 04	Midpoint	\$53,162
	Minimum	\$47,846
	Maximum	\$62,088
Band 05	Midpoint	\$56,444
	Minimum	\$50,800
	Maximum	\$66,013
Band 06	Midpoint	\$60,012
	Minimum	\$54,011
	Maximum	\$70,094
Band 07	Midpoint	\$63,722
	Minimum	\$57,350
	Maximum	\$72,350
Band 08	Midpoint	\$65,772
	Minimum	\$59,196
	Maximum	\$77,338
Band 09	Midpoint	\$70,307
	Minimum	\$63,276
	Maximum	\$83,322
Band 10	Midpoint	\$75,747
	Minimum	\$68,172
	Maximum	\$89,108
Band 11	Midpoint	\$81,007
	Minimum	\$72,906

Salary Increases 2021 and 2022

The salaries of TIASA members shall increase by a minimum of 1.35% as at 1 January 2021.

APPENDIX III

Section 23. Positions:

- Service Desk Analyst
- Student Learning Support

APPENDIX IV

Section 24. Fixed Term Positions

24.1 Fixed term employment

- 24.1.1 The requirements set out in s66 of the Employment Relations Act as below, shall apply to all fixed term/temporary positions however designated of any duration.
- 24.1.2 An employee and an employer may agree that the employment of the employee will end
- a. at the close of a specified date or period; or
 - b. on the occurrence of a specified event; or
 - c. at the conclusion of a specified project.
- 24.1.3 Before an employee and employer agree that the employment of the employee will end in a way specified in subsection (1), the employer must:
- a. have genuine reasons based on reasonable grounds for specifying that the employment of the employee is to end in that way; and
 - b. advise the employee of when or how his or her employment will end and the reasons for his or her employment ending in that way.
- 24.1.4 The following reasons are not genuine reasons for the purposes of subsection (2)(a):
- a. to exclude or limit the rights of the employee under this Act;
 - b. to establish the suitability of the employee for permanent employment;
 - c. to exclude or limit the rights of an employee under the Holidays Act 2003.
- 24.1.5 If an employee and an employer agree that the employment of the employee will end in a way specified in subsection (1), the employee's employment agreement must state in writing:
- a. the way in which the employment will end; and
 - b. the reasons for ending the employment in that way
- 24.1.6 Failure to comply with subsection (4), including failure to comply because the reasons for ending the employment are not genuine reasons based on reasonable grounds, does not affect the validity of the employment agreement between the employee and the employer.
- 24.1.7 However, if the employer does not comply with subsection (4), the employer may not rely on any term agreed under subsection (1):
- a. to end the employee's employment if the employee elects, at any time, to treat that term as ineffective; or
 - b. as having been effective to end the employee's employment, if the former employee elects to treat that term as ineffective.

Section 25. Signatures

For and on behalf of the Employer party to this agreement as specified in _subclause 1.2.1(a) of this Agreement.

For and on behalf of the Chief Executive of)
The Open Polytechnic of New Zealand)

Date

For and on behalf of the Tertiary Institutes Allied Staff Association party to this Agreement as specified in subclause 1.2.1(b) of this Agreement.

Peter Joseph, Chief Executive)

Tertiary Institutes Allied Staff Association (Inc)
TIASA (Te Hononga)

24/11/2021

Date



Te Pūkenga – Open Polytechnic Business Unit and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

Collective Agreement Terms of Settlement and Addendum - 18 November 2022

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 Open Polytechnic of New Zealand and the Allied Staff TIASA Collective Employment Agreement.

Scope of Agreement

The parties have agreed that the applicable terms and conditions of employment contained in the Open Polytechnic of New Zealand and the Tertiary Institutes Allied Staff Association (TIASA), Allied Staff Members Collective Employment Agreement effective 1 January 2019 and expired on 31 December 2021, shall continue on unaltered, save for the following provisions:

Term of Agreement

This Agreement comes into effect from 1 January 2022 and expires on 31 December 2022.

Remuneration

Effective from 1 January 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 1st 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:

Peter Joseph, Chief Executive
TIASA Te Hononga

Date 29 November 2022

Peter Winder, Chief Executive
Te Pūkenga

Date 28 November 2022

APPENDIX ONE

General Staff Salary Bands

Effective from 1 January 2022

Band 03	Minimum	\$46,493
	Midpoint	\$51,659
	Maximum	\$56,825
Band 04	Minimum	\$48,938
	Midpoint	\$54,376
	Maximum	\$59,814
Band 05	Minimum	\$51,495
	Midpoint	\$57,217
	Maximum	\$62,939
Band 06	Minimum	\$54,274
	Midpoint	\$60,304
	Maximum	\$66,334
Band 07	Minimum	\$57,164
	Midpoint	\$63,516
	Maximum	\$69,868
Band 08	Minimum	\$59,609
	Midpoint	\$66,232
	Maximum	\$72,855
Band 09	Minimum	\$63,816
	Midpoint	\$70,907
	Maximum	\$77,998
Band 10	Minimum	\$68,865
	Midpoint	\$76,517
	Maximum	\$84,169
Band 11	Minimum	\$73,733
	Midpoint	\$81,925
	Maximum	\$90,118



Te Pūkenga – Open Polytechnic and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2023 SALARIES AND RATES

Paid and printed rates for Open Polytechnic 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.

Band 3	Minimum	\$	48,690
	Midpoint	\$	54,100
	Maximum	\$	59,510
Band 4	Minimum	\$	51,746
	Midpoint	\$	57,495
	Maximum	\$	63,245
Band 5	Minimum	\$	54,940
	Midpoint	\$	61,044
	Maximum	\$	67,148
Band 6	Minimum	\$	58,413
	Midpoint	\$	64,903
	Maximum	\$	71,393
Band 7	Minimum	\$	62,024
	Midpoint	\$	68,916
	Maximum	\$	75,808
Band 8	Minimum	\$	64,020
	Midpoint	\$	71,133
	Maximum	\$	78,246
Band 9	Minimum	\$	68,433
	Midpoint	\$	76,037
	Maximum	\$	83,641
Band 10	Minimum	\$	73,026
	Midpoint	\$	81,140
	Maximum	\$	89,254
Band 11	Minimum	\$	78,097
	Midpoint	\$	86,774
	Maximum	\$	95,451