

SCHEDULE I

Toi Ohomai Institute of Technology

Allied Staff Members' Collective Employment Agreement

Ratification Version 1 March 2021

Tertiary Institutes Allied Staff Association



Contents

1.0	AGREEMENT COVERAGE	6
1.1	Parties	6
1.2	Coverage of the Agreement	6
1.3	New Employees.....	6
1.4	Current Employees	7
1.5	Cessation of Coverage	7
1.6	Variation of the Agreement	7
2.0	DEFINITIONS	7
3.0	TERMS OF EMPLOYMENT	8
3.1	Notice Periods	8
4.0	SALARIES	8
4.1	Rates	8
4.2	Increments.....	8
4.3	Payments.....	8
4.4	Remuneration.....	8
5.0	HOURS OF WORK	9
6.0	OVERTIME	11
6.1	Overtime and Penal Rates	11
6.2	Conditions Applying to the Library Occupational Class	11
6.3	Time Off in Lieu of Overtime.....	12
7.0	CALL BACK.....	13
8.0	LEAVE	13

8.1	Annual Leave.....	13
8.2	Public Holidays	13
8.3	Time Off for Working on a Holiday.....	13
8.4	Sick Leave	14
8.5	Bereavement/Tangihanga for Death in New Zealand or Overseas.....	14
8.6	Parental Leave	15
8.7	Service for Leave Purposes	17
8.8	Special Leave.....	17
8.9	Long Service Leave	17
8.10	Retiring Leave	18
8.11	Resigning Leave	18
8.12	Holidays Falling During Leave or Time Off	18
9.0	PROFESSIONAL DEVELOPMENT	19
9.1	Reciprocal Commitment	19
9.2	Support for Professional Development Time.....	19
10.0	ALLOWANCES AND EXPENSES.....	19
10.2	Meal Allowance	19
10.3	Motor Vehicle Allowance	19
10.4	Special Allowance	19
10.5	Higher Duties Allowance.....	19
11.0	PROTECTIVE CLOTHING.....	20
11.1	Protective Clothing and Equipment.....	20
11.2	Safety Footwear	20
11.3	Laundering of Protective Clothing	21

12.0	VDU AGREEMENT	21
13.0	DISPUTES PROCEDURE.....	21
14.0	PERSONAL GRIEVANCE PROCEDURE	21
15.0	SAVINGS CLAUSE	21
16.0	REVIEWS AND ORGANISATIONAL CHANGE.....	21
16.7	Rights of Employees Declared Surplus	23
16.8	Technical Redundancy.....	23
17.0	UNION MATTERS.....	23
17.2	Union Meetings	24
17.3	Union Fee Deductions	24
	SCHEDULE A.....	26
	SCHEDULE B.....	27
	SCHEDULE C.....	35
	SCHEDULE D.....	38
	SCHEDULE E.....	39
	SCHEDULE F.....	40
	SCHEDULE G.....	43
	SCHEDULE H.....	45
	SCHEDULE I.....	47
	SCHEDULE J.....	48

1.0 AGREEMENT COVERAGE

1.1 Parties

The parties to this collective agreement are:

- a) ~~The Chief Executive of Toi Ohomai Institute of Technology, herein referred to as the "Employer".~~
- b) ~~The Tertiary Institutes Allied Staff Association, herein referred to as TIASA, which is the union authorised to act on behalf of the Employees who are bound by the Agreement and who have so authorised TIASA to act on their behalf.~~

1.2 Coverage of the Agreement

1.2.1 ~~The coverage for this agreement is:~~

- a) ~~The Parties to this Agreement; and~~
- b) ~~All staff members that are employed in non-academic roles including, but not limited to: clerical, telephone services, secretarial, administrative (i.e. financial, computing, marketing, human resources, payroll, IT, public relations, student support), library services, technical support, reprographics, tea provisions, liaison, mail processing and delivery, general hands, counselling, and supervision/ management of the above types of work.~~

1.2.2 ~~Excluded from coverage of this Agreement are:~~

- a) ~~The Chief Executive~~
- b) ~~Those appointed to positions designated as senior positions in terms of Section 74D of the State Sector Act 1988; and~~
- c) ~~Staff employed to teach courses and/or programmes who may also be involved in other teacher-related activities.~~
- d) ~~Holiday Park employees~~

1.3 New Employees

1.3.1 ~~For new employees who are appointed during the term of this Agreement and who fall under the coverage clause of the Collective Agreement, the Employer will:~~

- a) ~~Inform the Employee that this agreement exists and covers the work to be done, by the Employer and;~~
- b) ~~Provide the Employee with a copy of this agreement and;~~
- c) ~~Inform the Employee that she/he may join TIASA, give the Employee an application form to join TIASA and advise the Employee how to contact TIASA and;~~
- d) ~~Inform the Employee that if the Employee joins TIASA she/he will be bound by the Agreement and;~~
- e) ~~Inform the Employee that unless they have advised Human Resources, on their first day of employment, that they do not wish for TIASA to be advised that they are a new Toi Ohomai Institute of Technology Employee, it will be considered that consent has been given and their name will be forwarded to TIASA.~~

1.3.2 Probation Period - New Employees

- a) ~~New employees appointed to a tenured position or a limited tenure position for longer than six months may be required to serve a probationary period of up to three months during which time the employee will be provided with the training and support necessary to carry out their role.~~
- b) ~~The employer may in individual cases and, for good reason, extend the probationary period for a specified period of no more than three months, by notice in writing to the employee.~~
- c) ~~The employer will provide timely/regular feedback to the employee on her/his progress and performance and, where required, will identify areas where development is needed and, provide the necessary support/training to achieve this.~~
- d) ~~Employment may be terminated during the probationary period with one month's notice by either party.~~
- e) ~~At the end of the probationary period the employer will confirm the appointment in writing or terminate for cause.~~

~~f) If no action is taken at the expiry of the probationary period (including extension), appointment is deemed to be automatically confirmed.~~

1.4 Current Employees

~~Current Employees who fall within the coverage clause of this Agreement, and who join TIASA during the term of this Agreement shall be covered by this Agreement.~~

1.5 Cessation of Coverage

Any employee covered by this agreement who is subsequently offered and accepts an individual employment agreement for senior staff (being the holder of a position designated a senior position in terms of Section 74 (d) of the State Sector Act 1988) or other role as designated in clause 1.2, or who ceases to be an employee of the employer shall cease to be a party to this agreement. Employees leaving the Union but remaining with the Employer, must resign from the Union in writing.

1.6 Variation of the Agreement

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

The employer undertakes to inform the employee(s) of the right to contact TIASA.

~~The employer shall provide TIASA with a copy of any proposal by the employer prior to agreement with the employee being finalised.~~

~~With respect to Section 54 a (iv) of the Employment Relations Act 2000, the parties have agreed that this Agreement may be varied during its term by agreement between the employer and the employees directly affected by the proposed variation. Such variation shall only have application to the employees who have agreed in writing to the varied terms. Other employees shall continue to be covered by the original provisions of this Agreement.~~

2.0 DEFINITIONS

~~"Employer" means the chief executive of Toi Ohomai Institute of Technology named as the employer party to this agreement, or any manager acting with his/her delegated authority.~~

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

"Employee" means a person employed in terms of clause 1 of this agreement.

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

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

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

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

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

"Line Manager" means the person who is appointed by the Employer to supervise the responsibilities and workload of the Employee and who does the Performance Appraisal with the Employee.

"Research" is as defined by the New Zealand Qualifications Authority and means for the purposes of the approval and accreditation of programmes leading to qualifications and includes specified institutional policy.

3.0 TERMS OF EMPLOYMENT

3.1 Notice Periods

- a) Except as provided in (b) below, no employee shall terminate their employment or have their employment terminated by the employer without at least four weeks' notice in writing. A shorter notice period may be mutually agreed. However, in the case of redundancy, notice shall be 8 weeks.
- b) For all temporary employees, two weeks' notice of termination of employment shall be given by either party.
- c) The employer may, before the expiration of any notice given and with the employee's consent pay to the employee concerned the salary he/she should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- d) Nothing in (a) and (b) above shall preclude the employer from summarily dismissing an employee for serious misconduct. In every case an employee will be provided with written notice of the reason(s) for dismissal.

4.0 SALARIES

4.1 Rates

Rates of annual salaries to be paid to employees are listed in Schedule B of this agreement.

4.2 Increments

- 4.2.1 An employee holding a position of a grade to which two or more salary steps apply, and who is not being paid at the highest of those steps shall, after 12 months at that rate, move to the salary step above.
- 4.2.2 The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s).
- 4.2.3 The employer may allow additional or accelerated salary steps.

4.3 Payments

- 4.3.1 All salaries shall be paid on a fortnightly pay cycle, not later than three working days after the end of the pay period, provided that wages shall be paid not later than Wednesday of the pay period.
 - a) Salaries of all Employees shall be paid fortnightly.
 - b) The gross salary for the pay period shall be calculated at 1/26 of the annual salary rate, the daily rate shall be calculated at 1/10 of the fortnightly rate.
 - c) All payments shall be made to an employee's bank account.
 - d) Payment for the holiday periods may combine more than one pay period.

4.4 Remuneration

The following shall apply to employees that transferred employment from the legacy Bay of Plenty Polytechnic collective agreement and new employees employed through the Windermere (including related regional campuses and delivery sites) only.

Salary Increase

1.45% increase to all paid and printed salary rates (pro rata) effective 01 November 2020.

1.5% increase to all paid and printed salary rates (pro rata) effective 01 November 2021.

Amount of Remuneration

- 4.4.1 Remuneration is based on demonstrated performance as well as relevant market forces and having regard for the size of the position.
- 4.4.2 The employee's remuneration will be reviewed regularly at intervals of not more than 12 months. When reviewing remuneration, the employer shall take into consideration an employee's performance, any input from the employee and any changes in responsibilities during the review period.

Remuneration and Salary Review Systems

- 4.4.3 The parties acknowledge the need to maintain remuneration and salary review systems that provide for the payment of appropriate levels of remuneration to employees. The remuneration and salary review systems will allow employees' rates of remuneration to be established having regard for the size of the job carried out by the employee, relativities within the Bay of Plenty Polytechnic, the prevailing market remuneration rates for comparable jobs and the level of performance shown by the employee in carrying out their responsibilities. The current remuneration table is provided as Schedule G
- 4.4.4 Policies will be maintained to cover the operation of the remuneration and salary review systems. Staff representatives will be involved at appropriate stages in the review, ongoing development and enhancement of these systems.

Salary on Appointment for New Employees

- 4.4.5 The remuneration for new employees to this agreement will, upon appointment, be established using existing processes as a guide.

Payment of Salaries

- 4.4.6 All salaries shall be paid on a fortnightly pay cycle, not later than three working days after the end of the pay period, provided that salaries shall be paid not later than the Wednesday following the end of the pay period.
- 4.4.7 All salaries shall be paid by direct credit to a New Zealand domiciled bank account authorised by the employee.
- 4.4.8 Where an employee on an individual employment agreement becomes covered by this agreement and that employee has already received a salary increase in the calendar year before becoming covered by this agreement, the employee shall not be entitled to any further salary increase for the calendar year.

Living Wage

- 4.4.9 All TIASA members to be paid the Living Wage or above, as set by the Government. Currently \$22.10 per hour.

5.0 HOURS OF WORK

The following provisions shall apply to all occupational classes.

Weekly Hours

- 5.0.1 Subject to the provisions of sub clauses 5.1.3 to 5.1.9 below, to the public holiday provisions in clause 8.3 and authorised leave of absence, an employee shall normally observe the following ordinary hours of work: Scale A: 37.5 per week, 7.5 hours per day, to be worked between 7 a.m. and 9 p.m. on five consecutive days, Monday to Saturday.
- 5.0.2 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.
- 5.0.3 Changes in hours of work:
- (i) No existing employee covered by this Agreement and employed by a polytechnic at the date of its registration shall be required to carry out Saturday work other than by agreement.
 - (ii) Employees employed pursuant to the terms of this Agreement at the date of its registration shall not have their existing hours of work altered other than by agreement between employee and employer.

- (iii) Employees may request (in writing) an adjustment in their ordinary hours of work to 40 per week. Such a request will be treated as Variation under Clause 1.6 of this agreement. Such a request may be declined by the Employer.
- 5.0.4 (i) Any work to be undertaken on a Saturday shall in the first instance with two weeks' notice be offered to any employee undertaking the same or similar work within the particular occupational class during their ordinary hours of work.
- (ii) The union shall be given the opportunity to consult with the employer with regard to Saturday work arrangements. Such consultation may include consideration of changes in work patterns or job functions which may arise from the introduction of Saturday work.
- 5.0.5 Scale B: Such hours are prescribed below for a specific occupational class or classes.
- 5.0.6 Subject to the provisions of 5.0.7 below, an employee on Scale A may be required temporarily to start and/or finish ordinary hours of work outside the hours specified in 5.1.1 above.
- 5.0.7 All ordinary hours worked outside those specified in 5.1.1 and 5.1.2 above shall be paid at the rate of T1 1/2 for the first three hours and T2 thereafter.
- 5.0.8 An employee shall be allowed two rest breaks of 10 minutes each day, in the morning, afternoon or evening at times specified by the employee's line manager.
- 5.0.9 The employer may from time to time and by agreement with the Union concerned adopt a system of flexible working hours.
- Conditions applying to Library Occupational Class**
- 5.0.10 For employees other than those rostered for shift duties, the ordinary hours of work shall be 37.5 hours a week to be worked between the hours of 8 a.m. and 6 p.m. Monday to Friday (unless otherwise provided by a flexible working hour scheme).
- 5.0.11 For employees rostered for shift duties, the ordinary hours of work shall be 7.5 hours a day and 37.5 hours a week to be worked on five days of the week.
- 5.0.12 Each employee shall be allowed rest breaks of 10 minutes each in the morning and afternoon at times specified by her/his line manager.
- 5.0.13 Subject to clause 5.1.6, each employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between periods of duty.
- 5.0.14 No employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

6.0 OVERTIME

The following conditions apply to all occupational classes.

6.1 Overtime and Penal Rates

6.1.1 "Overtime" is the time worked as follows:

Monday to Friday: all hours worked after completing seven hours 30 minutes at ordinary time rate for the day.
Saturday, Sunday or whole holiday: all time worked.

6.1.2 Minimum break between periods of duty - "Ordinary work" means work during the hours which are normally paid at ordinary time rate for the day.

"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.

6.1.3 Wherever practicable, no employees shall be required to perform unbroken work.

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

6.1.5 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.

6.1.6 Overtime rates: Subject to the provisions of 6.1.2 above and 6.1.8 below, overtime shall be paid at the rate of time one and a half (T1 1/2) for the first three hours and double time (T2) thereafter, except the double time (T2) shall be paid for all overtime worked as follows:

- (i) Between 9 p.m. and 6 a.m.;
- (ii) Between midday Saturday and 6 a.m. on Monday; and
- (iii) On public holidays as defined in clause 8.3.

6.1.7 An employee required to work overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

6.1.8 Limits on payment of overtime:

For the purposes of this clause, references to Grades and Steps are to the Executive/Clerical occupational class salary scale as prescribed in Schedule B. Overtime shall not be paid for at rates higher than appropriate to the work being performed.

The following limits shall apply:

- (i) Limit on salary eligibility: An employee in receipt of the following salary (including higher duties allowance) or more, is not entitled to overtime payments:

\$74665.00 pa rate @ 1.11.2020

6.2 Conditions Applying to the Library Occupational Class

(the following conditions apply to Library Staff employed prior to 31 January 2014)

6.2.1 Overtime and penal time: Subject to the provisions of 6.2.2 below, overtime is time worked in excess of eight hours a day, Monday to Friday inclusive, and all time, other than penal time, worked on a Saturday, Sunday or service holiday when such work has been properly authorised.

6.2.2 Penal time is time (other than overtime) worked within ordinary weekly hours of work or a Saturday, Sunday or recognised holiday.

6.2.3 Overtime rates:

Subject to the provisions of 6.2.10 below and 6.2.4 to 6.2.7 below overtime shall be paid at the rate of time one and a half (T1 1/2) for the first three hours and double time (T2) thereafter, except that double time (T2) shall be paid for all overtime worked as follows:

- (i) Between 9 pm and 6 am;
- (ii) Between midday Saturday and 6am Monday;
- (iii) On public holidays.

- 6.2.4 An employee required to work overtime on Saturday, Sunday or public holiday shall be paid a minimum payment equal to three hours at the appropriate rate.
- 6.2.5 When overtime is worked, it shall be so arranged that an employee has a break of at least nine consecutive hours between the cessation of duty on one day and the commencement of duty on the next. Any normal hours not worked for the purposes of allowing an employee a nine-hour break shall be paid as if they worked. If an employee is directed to recommence work without having had such a nine-hour break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine-hour break has been given.
- 6.2.6 Penal rates: Subject to the provision 6.2.8 below, penal time shall be paid at the following rates in addition to normal salary:
- (a) On or after midnight Friday/Saturday to midday Saturday at time half (T1/2), for the first three hours, then time one (T1), thereafter.
 - (b) Midday Saturday to midnight Sunday/Monday at time one (T1).
 - (c) Public holidays: double time rate (T2).
- 6.2.7 Computation of overtime and penal rates: For the purposes of calculating the hourly rate, annual salary shall be divided by 2080.
- 6.2.8 Limits on payment of overtime and penal time: The provisions of 6.1.8 in this clause shall apply except that overtime and penal rates shall not be paid in respect of the same hours. Overtime and penal time shall not be paid for at rates higher than appropriate to the work being performed.
- 6.2.9 Night rate
- (a) Subject to the provisions of (b) below, full time and part time employees working at night, who receive no other special compensation specifically for this work, are to be paid a penal rate of T1/4 additional to salary for all ordinary hours of work between the hours of 8 p.m. to 6 a.m. (including weekends). Penal rates will be additional tonight rate but will be calculated on the ordinary time hourly rate.
 - (b) The minimum payment for night rate shall be two hours even if the part of a shift which falls between the hours of 8 p.m. and 6 a.m. is less than two hours.
- 6.2.10 Night rate allowance:
The maximum hourly rate shall be:
\$6.63 @ 01.11.2020 and \$6.73 @ 01.11.2021

6.3 Time Off in Lieu of Overtime

- 6.3.1 Employees shall be compensated for authorised overtime work by one of the following options which must be agreed between the employer and the employee when the overtime is authorised:
- a) Time off in lieu of one hour for each hour of overtime worked; or
 - b) The payment of all overtime hours worked at the appropriate overtime rates.
 - c) Where time off in lieu is taken, it must be approved in advance and taken at times convenient to the polytechnic operation.
 - d) Time off in lieu may be accumulated to a maximum of 37.5 hours.
 - e) Only in exceptional circumstances may time off in lieu be carried longer than a month. If it is not able to be taken within 6 months it will be paid under the overtime provisions of this agreement.

7.0 CALL BACK

- 7.1** Subject to the provisions of 7.2 and 7.3 below, where an employee is called back to work after:
- (i) Completing the day's work; and
 - (ii) Leaving the place of employment; or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.
- 7.2** A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 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.

8.0 LEAVE

8.1 Annual Leave

- 8.1.1** An employee shall be granted annual leave as follows:
- (i) Four-week's annual leave each year
 - (ii) On completion of five years' service, five weeks leave in that and succeeding years.
 - (iii) Employees with less than five years' service as at 01 November 2018 will retain an additional days' leave until they qualify for 8.1.1(ii).
- 8.1.2** For the calculation of annual leave the leave year will be from 01 January to 31 December. (In terms of transition, the parties agree that no Employee will be disadvantaged).
- 8.1.3** Annual leave shall not be accumulated without the prior written approval of the employer.
- 8.1.4** Employees may anticipate Annual Leave as it accrues, provided that it is approved by the Employer.
- 8.1.5** Easter Tuesday and the non-statutory days falling between Boxing Day and New Year's Day shall be additional paid leave. This shall not be debited from any other leave entitlement.
- 8.1.6** An additional three (3) days of paid leave for members covered by this collective agreement to be taken between 01 January 2021 and 01 December 2021. This leave is in recognition of the response to the Covid-19 pandemic and is only available for use in the 2021 period specified.

8.2 Public Holidays

- 8.2.1** The following days shall be observed as whole holidays:
- Christmas Day
 - Boxing Day
 - New Year's Day
 - The Day after New Year's Day
 - Waitangi Day
 - Good Friday
 - Easter Monday
 - Anzac Day
 - Sovereigns Birthday
 - Labour Day
 - Anniversary Day (as observed in the locality concerned).
- 8.2.2** In the event of a public holiday falling on a Saturday or Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the succeeding Tuesday.

8.3 Time Off for Working on a Holiday

Any employee may be required to work on any of the days or substituted succeeding days set out in clause 8.3. If an employee is required to work on a public holiday or substituted succeeding day, overtime shall be paid in accordance with the provisions of clause 6 and the employee shall be

entitled to an alternative day's holiday to be taken at a later day convenient to the employer.

8.4 Sick Leave

This Clause will not apply to legacy Bay of Plenty Polytechnic TIASA members covered by the Bay of Plenty Polytechnic Allied Staff Members Collective Agreement dated 01 January 2014 - 31 December 2015. For the applicable clause refer to Schedule J.

- 8.4.1** Subject to 8.5.2 to 8.5.11 below, an employee who is absent from duty on account of sickness, or injury where compensation is not being paid in terms of the Accident Compensation Act 1982 shall be entitled to leave on full pay as prescribed in 8.4.10 below.
- 8.4.2** Subject to the provisions of 8.4.3 below, each period of absence on sick leave shall begin on the first working day of the employee's absence from duty and shall end on the last working day before that on which duty is resumed and the sick leave for the period shall be reckoned in consecutive days, excluding Saturdays and Sundays, whole holidays or substituted succeeding days, where applicable, which may fall during the period.
- 8.4.3** Where an employee is absent on sick leave for less than one full working day, the employee shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours; the employee shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.
- 8.4.4** Subject to the provisions of 8.5.5 below, where for reasons of sickness an employee cannot attend at the place of employment at the time appointed, that employee must endeavour to send notice of absence to the line manager within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30am. Where absence on sick leave, whether with or without pay, extends beyond five consecutive days, the employee must produce to the employer a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 8.4.5** Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employer may at any time and at the employer's own expense, if warranted, require the employee to submit to medical examination by a medical practitioner nominated by the employer.
- 8.4.6** Sick leave with pay is not to be granted if the sickness or ill health has been caused by the employee's own misconduct. To satisfy itself on that point the employer may arrange for an examination by a medical practitioner to be undertaken at the employee's residence. Any fee is payable by the employer which may be recovered from the employee if the report is not favourable.
- 8.4.7** Where an employee is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Accident Compensation Act 2001 will apply. Any period for which the employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed in 8.4.10 below.
- 8.4.8** In the event that an employee has exhausted their sick leave entitlement, they may, with the approval of their line manager, use their annual leave entitlement under clause 8.1.
- 8.4.9** Where an employee must, because of an emergency, stay home to attend to a member of the household who through illness becomes dependent on the employee, leave on full pay may be granted as a charge against the employee's sick leave entitlement.
- 8.4.10** This person will in most cases be the employee's child or partner but may be another member of the employee's family or household.
- 8.4.11** An employee, from the date of commencement, is entitled to ten days sick leave per year.
- 8.4.12** The maximum accruable sick leave is 280 days. However, any employee who, at 1 January 2004, had accrued a greater entitlement than 280 days, shall not forfeit those days in excess of 280.
- 8.4.13** An employee can anticipate sick leave entitlement in their first two years of service.
- 8.4.14** In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in 8.4.11 above

8.5 Bereavement/Tangihanga for Death in New Zealand or Overseas

- 8.5.1** 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.

8.5.2 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 8.5.1 above. This provision will not apply if the employee is on leave without pay.

8.6 Parental Leave

Parental leave may be taken by both women and men following the birth, legal adoption, or Whaangai of a child under five years of age as per the Parental Leave and Employment Protection Act 1987. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

8.6.1 Notice required to take parental leave:

- a) An employee intending to take parental leave is required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the date of delivery,
- b) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner.
- c) An employee intending to legally or Whaangai adopt a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. The requirement of one month's notice does not apply.

8.6.2 Duration of leave:

The length of entitlement to parental leave from the date of birth or date of assuming responsibility for the child is:

- a) For an employee with 12 months' or more service, 52 weeks' parental leave from the date of birth or the date of assuming responsibility;
- b) For an employee with less than 12 months' service, the entitlement is 26 weeks' parental leave from the date of birth or the date of assuming responsibility, but up to 26 weeks' additional leave may be granted at the discretion of the employer.

8.6.3 Return to work:

An employee must give the employer at least one month's written notice of intention to return to work before parental leave expires. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should an employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.

An employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.

The employer will give due consideration to an employee's request for temporary proportional tenure, resulting in a reduction of hours for a period of time to be negotiated with the employee after the return from a period of parental leave.

Breastfeeding women shall have the right to one or more daily breaks to attend to their child. The timing of these breaks shall be negotiated with their line manager, provided that such agreement shall not be unreasonably withheld.

8.6.4 Sick leave during pregnancy:

Periods of illness due to pregnancy, prior to cessation of duties, may be charged against the employee's sick leave entitlement. Parental leave is not to be granted as sick leave, with or without pay.

8.6.5 Annual leave:

Annual leave accumulated up to the date of commencement of parental leave 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. Any such leave will be paid at the rate and proportion that existed immediately prior to parental leave.

It is acknowledged that during the period of parental leave (totaling up to 52 weeks), annual leave continues to be accrued. Where an employee has become entitled to any annual leave during a period of parental leave, holiday pay for annual leave the employee takes in the 12 months after they return to work is calculated and paid as average weekly earnings only.

8.6.6 Employer Paid parental leave:

Where an employee is entitled to parental leave as above, the first six weeks of parental leave shall be paid by the employer at the substantive salary. Such paid leave is available to employees at the time they elect to take parental leave, which may or may not be at the time of the birth.

An employee who has, because of pregnancy, requested temporarily proportional tenure, resulting in a reduction of hours, will be paid the six weeks leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.

Where an employee elects to resign after the birth/adoption, such resignation will be deemed to take effect six weeks after the birth/adoption and parental leave shall be paid during this period.

If, for the period of any portion of the paid parental leave period, the rate of salary payable is later the subject of a retrospective increase, a sum representing the applicable weekly increase shall be paid to the employee on application.

If both partners are employed at the institution and are eligible for paid leave, they are entitled to six weeks paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.

8.6.7 Employee choice of either Employer Paid Parental Leave or Grant

An employee who is entitled to employer paid parental leave may apply instead, at the time of submitting the parental leave application, for an ex gratia payment on the following basis:

- a) The grant will be payable to an entitled employee on production of the certificate of the birth of the child, (whether live or stillborn) or on production of satisfactory evidence of a legal or whaangai adoption placement.
- b) The grant will be of six weeks full salary at the effective date parental leave commenced.
- c) The full grant equivalent to six weeks salary as in (b) above will be payable regardless of whether an employee returns to work before the expiry of six weeks parental leave. Receipt of salary will not affect the payment of the full grant.

8.6.8 Legislative change:

The payment of parental leave in this Agreement is in addition to any entitlement under paid parental leave legislation. Should at some time in the future, amendment to that legislation, or new paid parental leave legislation requires the employer to pay all or part of parental leave, the provisions in clause 7.22.6 will be inclusive of what the employer is required to pay

8.7 Service for Leave Purposes

8.7.1 For the purposes of clauses 8.1, 8.5 and 8.11, the following definitions apply:

"Service"

In the case of employees engaged by the employer as at 8 February 1997, service shall be deemed to include all prior service with any New Zealand Polytechnic, Tertiary Institute, Community College or technical Correspondence Institute and/or any of the following services:

Education Service Public Service Local Authorities Post Office
Railways Corporation (prior to December 1987) Legislative Departments
Law Drafting Office New Zealand Police Health Service
Any University Council in New Zealand New Zealand Armed Forces

For those employees engaged by the employer after 8 February 1997 - continuous service with any New Zealand Polytechnic, Tertiary Institute, Community College or Technical Correspondence Institute.

"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.

"Week"

Means the number of days of the week on which the Employee normally works.

8.7.2 In any instance where an employee has received a benefit for severance or early retirement under a State Permanent Staff Deployment Package such employment which has been taken account of in calculating the benefit shall not be credited for "service" in any of the provisions of this clause.

8.8 Special Leave

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

8.8.1 Paid leave of up to 10 days per annum will be granted to:

- (i) An employee who experiences domestic violence
- (ii) An employee who supports a person experiencing domestic violence, unless the employee is the perpetrator.

Wherever possible, application for leave should be made prior to the leave being taken. A form of proof acceptable to the employer may be required.

8.9 Long Service Leave

8.9.1 Completion of 10 years continuous service to be granted one-week long service leave with full pay; and a further one week with full pay on the completion of 15 years continuous service; and a further two weeks long service leave with full pay after 20 years continuous service with the Employer.

8.9.2 Long service leave shall be granted no more than once to any employee.

8.9.3 Long service leave shall be taken in a single period.

8.9.4 Subject to the provisions of 8.11.5, long service leave shall be forfeited if not taken within five years of the entitlement falling due.

8.9.5 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together

with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.

- 8.9.6 An employee who is working reduced hours or is employed part-time and who takes long service leave shall receive a pro rata reduction of salary while on leave but not of the number of leave days.
- 8.9.7 If a married employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's spouse or the estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the employee in respect of long service leave.
- 8.9.8 When an employee resigns or gives notice of resignation any long service leave, to which there would otherwise have been entitlement is to be forfeited.

8.10 Retiring Leave

- 8.10.1 The following shall be entitled to retiring leave as set out in Schedule C. Retiring leave shall be calculated on a pro rata basis according to the employee's record of service.

- (i) Permanent employees who have attained the age of qualification for Guaranteed Retirement Income and completed at least 10 years' service; or
- (ii) An employer may approve the early retirement of an employee who has attained the age of 50 with 10 years' service; or on medical grounds.

- 8.10.2 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 Schedule C.
- 8.10.3 Instead of granting retirement leave as above, an employer may, on application from the employee, pay a lump sum equivalent in value to that leave.
- 8.10.4 An employee who has more than 20 years' continuous service, or is eligible to retire on the grounds of age or service, shall be entitled to anticipate retiring leave in terms of Schedule C.
- 8.10.5 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependents or the estate of the deceased employee.

8.11 Resigning Leave

- 8.11.1 Resigning leave, as set out in Schedule C, may be granted to full-time employees who have not reached their retiring age.
- 8.11.2 The amount of resigning leave granted to any person shall be reduced by the amount of any long-service leave taken by that person.
- 8.11.3 Resigning leave shall be calculated on a pro rata basis according to the employee's record of service.

8.12 Holidays Falling During Leave or Time Off

- 8.12.1 Leave on pay:
Where a holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday, which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave taken after the employee has ceased to work prior to leaving the service, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.
- 8.12.2 Leave without pay:
An employee shall not be entitled to payment for a public holiday during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed. This applies to both sick, parental and military leave without pay.
- 8.12.3 Leave on reduced pay:
An employee shall not be paid at ordinary time rate for a public holiday falling during a period of reduced pay.

9.0 PROFESSIONAL DEVELOPMENT

9.1 Reciprocal Commitment

Employees have an obligation to maintain and enhance their capabilities for their current position and to develop themselves for future positions; and the Employer has a responsibility to ensure that Employees receive timely and appropriate opportunities for professional development.

9.2 Support for Professional Development Time

9.2.1 Permanent Employees will be allocated 5 duty days (37.5 hours) for professional development activities in each leave year for which they are employed, reduced on a pro rata basis for proportional Employees and for periods of employment of less than a full leave year, subject to:

- a) The Employee having submitted a written professional development plan to the Employer. Such plan may be revised in the course of the year.
- b) The Employer having agreed to the plan; such approval not being unreasonably withheld.
- c) Reasonable notice being given of the proposed activities.
- d) Timing of the activities being set with due regard for the Institute's operational requirements.

9.2.2 Professional development activities are deemed to include those personal, professional and career development activities which reasonably may be construed as work related i.e. of immediate or likely future benefit to the Employer.

9.2.3 Professional development time may, by agreement between the Employer and the Employee, be carried over to a future year to support planned development activities. Such agreement must be recorded in writing in the Employee's annual development plan.

9.2.4 The Employer may agree to professional development time in excess of 5 days (37.5 hours) for development activities which have particular benefit for the Institute.

9.2.5 Subject to 9.3.1 above, professional development time unused at the end of the leave year shall be forfeit.

10.0 ALLOWANCES AND EXPENSES

10.1 Travelling Allowance

An employee will be reimbursed for actual and reasonable costs involved when travelling on the Institution's behalf.

10.2 Meal Allowance

An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought shall be paid the meal allowance rate. The allowance shall be paid at the rate set out in Schedule D 3.

10.3 Motor Vehicle Allowance

A motor vehicle allowance or equivalent fares may be paid to an employee requested by the employer to use their own vehicle in connection with official business. The allowance shall be paid at the current IRD rate per km for each qualifying kilometer.

10.4 Special Allowance

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

10.5 Higher Duties Allowance

The following conditions shall apply to all Occupational Classes:

10.5.1 An employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position may be granted a higher duties allowance to the equivalent of the difference between

the employee's current salary and the salary which would be received if the employee were appointed to the higher graded position.

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

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

10.6 Tea Provision

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

10.7 Removal Expenses

Where an employee is transferred to meet the convenience of the employer they 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.

11.0 PROTECTIVE CLOTHING

11.1 Protective Clothing and Equipment

~~11.1.1 Where the employer considers it necessary, appropriate protective clothing will be provided which will remain the property of the employer.~~

~~11.1.2 An employee who is required to undertake duties of an obnoxious, infectious or contaminating nature, e.g. spraying or handling dangerous weed killers, insecticides, and acids, shall be provided, as appropriate, with protective equipment such as cap, goggles, visor, respirator, acid resistant apron, gloves and overshoes.~~

~~11.1.3 In addition, an employee shall be provided with protective equipment as specified and in the following circumstances:~~

- ~~(i) Ear muffs as approved by the medical officer of health for work where the 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.~~
- ~~(ii) Eye protection in areas where an employee is subject to risk of injury to the eyes.~~

11.2 Safety Footwear

The following conditions shall apply to all Occupational Classes:

~~11.2.1 An eligible employee is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.~~

~~11.2.2 Where an eligible employee, with the employers' approval buys their own metal toe capped safety footwear and produces a receipt to the employer they may be reimbursed the actual and reasonable cost subject to 11.2.4 below if they resign and up to an annual maximum amount specified in Schedule D.~~

~~11.2.3 The entitlement to this reimbursement payment shall be limited to one per year except that in those instances where the employer is satisfied that due to genuine wear and tear an employee's safety footwear should be replaced within the one-year period, the employer may reimburse the employee for an additional pair of safety footwear in terms of 11.2.2 above.~~

No more than two pairs of safety footwear **will** be reimbursed in any one year and the cost of the second pair shall be reimbursed only on the production of the worn-out boots which shall remain with the employer.

~~11.2.4 An employee employed under 11.2.2 above who ceases to be employed by the employer before completing 12 months' continuous service shall refund to the employer one twelfth of the initial cost reimbursed for each incomplete month of the 12-month period.~~

~~11.2.5 The employer's consent is required prior to purchase.~~

11.3 Laundering of Protective Clothing

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

12.0 VDU AGREEMENT

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

13.0 DISPUTES PROCEDURE

~~The procedures set out in Schedule E of this Agreement shall apply in respect to a dispute between the parties concerning the interpretation, application or operation of this Agreement.~~

14.0 PERSONAL GRIEVANCE PROCEDURE

~~The procedures set out in Schedule E of this Agreement shall apply to the settlement of any Personal Grievance that may arise between the parties.~~

15.0 SAVINGS CLAUSE

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

16.0 REVIEWS AND ORGANISATIONAL CHANGE

16.1 Intent

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise these consequences by means of this agreement.

16.2 Definition

Redundancy situations exist when the employer requires a reduction in the number of employees or when employee/can no longer be employed in their current position or at their current grade, which is the terms of appointment relating to their present position. In the event that a redundancy situation exists these redundancy provisions shall apply.

16.3 Consultation

The employer shall notify both TIASA National Office at the commencement of any review, restructuring, proposed changes in work practices or other initiative which may affect TIASA members. Such notification shall be given in order to provide a reasonable period of full and proper consultation.

16.4 Notification

16.4.1 When a redundancy situation arises, the employer shall advise both TIASA National Office and the staff affected not less than two calendar months prior to the date on which the redundant employee/s are to be discharged from their employment. This notice period may be varied by agreement between the two parties but in the absence of any such agreement and if the employer fails to give such notice then the redundant employee/s shall each receive a sum equivalent to the salary payable with respect to the balance of the notice period not received.

16.4.2 At the time of notification, the employer will provide TIASA National Office with the following details:

- (i) The name/s and location/s of the redundant employee/s
- (ii) The number of redundant employee/s
- (iii) The date by which the redundant employee/s will be discharged from their employment

16.4.3 The employer shall provide such additional information relating to the redundant employee/s as TIASA may reasonably request.

16.5 Options

16.5.1 The following options shall be considered and one or more of them applied in redundancy situations:

- (i) Re-deployment
- (ii) Re-training
- (iii) Severance

16.5.2 The aim will be to minimise the use of severance and to consider re-deployment and re-training options

during the notice period in order to avoid redundancy.

- 16.5.3 Redundant employees who are offered a position as part of the re-deployment or re-training options which is substantially similar to their existing position and is on terms of employment which are no less favourable than their existing terms of employment and which does not require a change in residential location but who decline the offer will not be eligible for severance.

16.6 Conditions Applying to Options

16.6.1 Re-Deployment

Employees may be re-deployed to a new job at the same or lower salary within Toi Ohomai Institute of Technology. Where the employee accepts the re-deployment and the salary for the new job is lower than the old job, an equalisation allowance will be paid to preserve the salary of the employee for two years at the level paid in the old job at the time of re-deployment. The equalisation allowance shall be paid each payday amounting to the difference between the old salary and the new salary but the equalisation payments shall be abated by any subsequent new job salary increases.

16.6.2 Re-Training

The employer may, following application from the employee, agree to offer the option of re-training including financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee's prospect of re-employment. The total cost to the employer, including any costs other than salary with respect to the re-training which may be paid by the employer, shall not exceed 110% of the value of the severance payment the employee would otherwise be entitled to under this agreement. The parties agree that re-training is worthwhile and efficient option and should not be unreasonably withheld.

16.6.3 Severance

For the purposes of these provisions, salary is based on the average salary rate for the preceding 12 months defined as taxable salary, exclusive of allowances. For those employees on Parental leave, absent due to extended illness/Ace, or leave without pay (as described in clause 16.7.4) the preceding 12 months' salary rate shall be deemed to be the preceding 12 months of paid employment.

16.6.4 Service for the purposes of this clause means:

(i) For those employees engaged by the employer as at 15 August 1992, all prior service with any New Zealand Polytechnic, Tertiary Institute, Community College or Technical Correspondence Institute and/or any of the following services:

Education Service
Public Service
Local Authorities
Post Office
Railways Corporation (prior to December 1987)
Legislative Departments
Law Drafting Office
New Zealand Police
New Zealand Armed
Force Health Service
Any University Council in New Zealand

(ii) For those employees engaged after 15 August 1992 - continuous service with any New Zealand Polytechnic, Tertiary Institute, Community College or Technical Correspondence Institute.

Such service excludes any service which has already been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment.

16.6.5 Continuous service for the purposes of this provision includes all periods of paid leave and would not be broken by (but would not include), all other approved leave without pay and all breaks of not more than three months between periods of employment within Toi Ohomai Institute of Technology

16.6.6 Severance payment shall be as follows:

- (i) Eight weeks salary for the first year of service (or part thereof); and
- (ii) Two weeks salary for each subsequent year of service (to be paid proportionately for any incomplete year of service)
- (iii) The maximum severance payment for those employees with up to 20 years' service shall not exceed 46 weeks salary. In the event that a redundant employee's service exceeds 15 full years, the Chief Executive Officer shall, in good faith, on a case by case basis, enter into a process of negotiation to determine whether or not any amount exceeding 46 weeks' salary shall be paid to any such employee. The Chief Executive Officer shall not be bound to agree to any such further payment.

16.7 Rights of Employees Declared Surplus

16.7.1 Employees declared surplus shall be given reasonable time off to attend interviews for Alternative employment subject to the operational requirements of Toi Ohomai Institute of Technology-being met.

16.7.2 The Chief Executive shall supply redundant employees a certificate of service upon request.

16.7.3 A reasonable level of career counselling for the affected employee and personal counselling for the employee and family shall be made available.

16.7.4 An employee who is declared surplus and who is on parental leave, or is absent because of extended illness and/or pursuant to the provisions of the Accident Insurance Act 1998, approved special leave without pay or secondment, shall be entitled to the redundancy provisions of this agreement.

16.8 Technical Redundancy

Where an Employee's employment is being terminated by the Institute by reason only of the sale or transfer of the whole or part of its business, nothing in this Agreement or any other Agreement shall require the Institute to pay compensation for the redundancy to the Employee if:

16.8.1 The Person or organisation acquiring the business, or part of being sold or transferred:

- (i) Has offered the Employee employment in the business, or the part being sold;
- (ii) Has agreed to treat service with the Institute as if it were continuous service with that person or organisation;

AND

16.8.2 The condition of employment being offered to the Employee by the person or organisation acquiring the business,

or the part being sold or transferred are the same as, or no less favourable than the Employee's conditions of employment.

17.0 UNION MATTERS

17.1 Rights of Access

~~Subject to the Employment Relations Act 2000, The National Secretary or other authorised TIASA representative shall, with the consent of the Employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the Union, or enforcing this Agreement, including access to wages, holiday and time records, provided this does not interfere with class programmes/session times.~~

17.2 Union Meetings

- ~~17.2.1 TIASA members may attend union meetings during work hours for up to four hours in any calendar year. Meetings will not be less than one hour in duration.~~
- ~~17.2.2 Ratification meetings will be additional paid meetings.~~

17.3 Union Fee Deductions

- ~~17.3.1 The employer shall arrange for the deduction of union subscriptions for all TIASA members covered by this agreement, except in the cases agreed between the employer and the union. The employer shall forward the subscriptions to the union.~~
- ~~17.3.2 The employer will, when requested by the employee, make deductions from wages for some health insurers, (excluding Sovereign), EBS, and deductions required by court order.~~
- ~~17.3.3 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 all employees who are TIASA members.~~
- ~~17.3.4 Such requests shall not be made to the employer at intervals of less than six months.~~

17.4 TIASA Branch Leave

~~TIASA and the Employer agree to an exchange of letters each year to establish the quantum of, and arrangements for, leave available to elected representatives of TIASA for union business. A time allowance of 0.2 will be provided each year for the TIASA Branch Chair to carry out TIASA business.~~

18.0 WELLNESS/HEALTH AND FITNESS

- 18.1** In addition to other types of leave you will be entitled to one (1) "wellness day" per year. This day is ideally planned in advance and taken at a time that will not adversely affect the business; however, the days' leave will not be unreasonably withheld if taken as an additional day of unplanned sick leave.

19.0 SALARY PROFILE

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

20.0 NO PASS ON

- ~~20.1 This is an agreement under s 59B(S) of the Employment Relations Act 2000 between TIASA and Toi Ohomai Institute of Technology ("the employer").~~
- ~~20.2 TIASA agrees that the employer may pass on to any of its allied staff employed on individual employment agreements any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met.~~
- ~~20.3 A period of at least three months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any employee covered by an individual employment agreement;~~
- ~~20.4 In the case of any such term which provides for an increase in salary, allowances, or any other aspect of an employee's remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement;~~
- ~~20.5 There has been prior consultation with TIASA before any pass on is offered pursuant to clause 2.1 to allied staff members on individual employment agreements save that no such consultation shall be required in the case of new employees.~~
- ~~20.6 The employer will, on request made at any time up to six months after the conclusion of the collective bargaining, provide sufficient details in writing to enable TIASA to verify whether there has been compliance with this agreement.~~

~~20.7 The parties acknowledge that any breach of clauses 21.3 of this agreement will, prima facie, be a breach of the duty of good faith ins 4 of the Employment Relations Act 2000.~~

~~20.8 For the purposes of the agreement, "terms of employment" include any terms reached in bargaining for the new collective agreement, with the exception of any term that is required by law (such as, for instance, an employee protection provision) and "reached" has the same meaning as in s 59A of the Act.~~

~~20.9 Nothing in the foregoing agreement will prevent TIASA and the employer from agreeing that any specified provision(s) of the new collective agreement will supersede this agreement.~~

21.0 INCOME PROTECTION INSURANCE

Income protection insurance will be provided by Toi Ohomai Institute of Technology, for those staff covered by this Collective agreement.

22.0 TERM OF THE AGREEMENT

This Agreement shall come into force on the 1st November 2020 and expire on 31st October 2022

23.0 IMPLIED CONDITIONS

In addition to the express provisions of these terms of settlement, the Collective Employment Agreement is subject to:

- i) The terms implied into agreements of employment by the common law which are not inconsistent with the express terms of the collective employment agreement; and
- ii) The terms implied into agreements of employment by statute to the extent that parties are unable to contract out of those terms and otherwise to the extent that such terms are not inconsistent with the express terms of this collective employment agreement

24.0 REGULAR MEETINGS OF PARTIES

The parties to this collective agreement commit to meet regularly in support of progressing matters of shared interest and relevance.

25.0 ATTESTATION

This Agreement was signed by the parties as follows:

Chief Executive, Toi Ohomai Institute of Technology Limited for and on behalf of Toi Ohomai Institute of Technology Limited

Dated:

Peter L Joseph, TIASA Chief Executive for and on behalf of TIASA and those Employees who are TIASA members and are employed by the employer

Dated:

SCHEDULE A

EMPLOYEES COVERED BY THIS AGREEMENT

This schedule specifies names of persons employed by Toi Ohomai Institute of Technology who are covered by this Collective Employment Agreement.

The names of those employees who are employed by the Employer as at the commencement date of this agreement and who have nominated TIASA as their authorised representative are set out in the attached form supplied by TIASA.

The names of employees engaged after the commencement date of this agreement are recorded below.

NAME	SIGNATURE	DATE	DATE CEASED TO BE COVERED BY THIS AGREEMENT
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SALARIES

"As agreed, any TIASA members employed prior to 1st January 2009 will, as at 1st January 2010, be paid at the applicable 2009 rate, plus 0.6%. Any increase negotiated and coming into effect from 1st January 2010 will, for those employees who were TIASA members prior to 1st January 2009, be calculated on the applicable 2009 salary rate plus 0.6%".

1.0 EXECUTIVE/CLERICAL OCCUPATIONAL CLASS

1.1 This class shall include the following positions:

1.1.1 Positions which require the performance of work involving policy development and execution, administrative innovation and improvement, staff management, and the executive function of supply, administration and direction involved inboard or council operations.

1.1.2 Positions which require the performance of clerical work in accordance with generally defined regulations, instructions, or standard and accepted practices; scrutinising, checking, certifying and approving accounts, claims and returns, the preparation of material for returns, reports, accounts, personnel staffing, and statistics, drafting, prices and secretarial work, the collection and assembly of material on which judgments can be formed and recommending action to be taken at higher level, and work of a purely or mainly supervisory character over other clerical officers and office assistants.

1.2 Salaries payable to positions in this class are:

Grade	1-Nov-19	01 Nov 2020 1.45%	01 Nov 2021 1.5%
EC13.02	121,478	123,240	125,089
EC13.01	117,246	118,947	120,731
EC12.02	113,154	114,795	116,517
EC12.01	109,208	110,792	112,454
ECU.02	105,406	106,935	108,539
ECU.01	101,733	103,209	104,757
ECI0.02	98,189	99,613	101,107
ECI0.01	94,770	96,145	97,587
EC09.02	91,467	92,794	94,186
EC09.01	88,279	89,560	90,903
EC08.02	85,208	86,444	87,741
EC08.01	83,215	84,422	85,688
EC07.03	81,452	82,634	83,873
EC07.02	77,492	78,616	79,795
EC07.01	74,524	75,605	76,739
EC06.03	70,972	72,002	73,082
EC06.02	68,799	69,797	70,844
EC06.01	66,693	67,661	68,675
EC0S.03	62,681	63,590	64,544
EC0S.02	60,768	61,650	62,574
EC0S.01	58,918	59,773	60,669
EC04.03	55,385	56,189	57,031
EC04.02	53,699	54,478	55,295
EC04.01	52,077	52,833	53,625
EC03.03	49,052	49,764	50,510
EC03.02	47,610	48,301	49,025

EC03.01	46,217	46,888	47,591
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1.3 Progression:

- 1.3.1 In addition to any accelerated increments that may be provided, an employee appointed to Grade 1 shall be given a one-step increment after the completion of each six months of employment until the sixth step of the grade is reached.
- 1.3.2 Beyond Grade 1, progression shall be on appointment to an established position, provided further that, for approved positions, progression may also be on merit.

3.0 **LIBRARY OCCUPATIONAL CLASS**

3.1 This class shall include all positions with the following or similar designations:

Librarian

Deputy librarian

Assistant librarian

Library Assistant

3.2 Salaries payable to positions in this class are:

Grade	01 Nov 2019	01 Nov 2020 1.45%	01 Nov 2021 1.5%
LY10.02	90,992	92,312	93,697
LY10.01	85,934	87,181	88,488
LV09.02	82,388	83,583	84,837
LV09.01	78,254	79,389	80,580
LY08.02	75,589	76,686	77,836
LV08.01	72,553	73,606	74,710
LV07.02	70,950	71,979	73,059
LV07.01	68,361	69,353	70,393
LV06.03	65,548	66,499	67,496
LV06.02	62,875	63,787	64,744
LV06.01	60,271	61,145	62,063
LV0S.02	60,271	61,145	62,063
LV0S.01	57,935	58,776	59,657
LV04.04	55,011	55,809	56,646
LV04.03	52,516	53,278	54,077
LV04.02	50,815	51,552	52,326
LV04.01	49,304	50,019	50,770
LV03.08	49,304	50,019	50,770
LV03.07	47,046	47,729	48,445
LV03.06	45,234	45,890	46,579

3.3 Progression:
Grade 1 to Grade 2:

3.3.1 Positions established 1 merit 2 one year on the maximum of Grade 1 and a satisfactory standard of performance.

3.3.2 Others: After two years on the maximum of Grade 1 and subject to demonstration of merit.

Grade 3 to 4, and 4 to 5 (where applicable); 8 to 9; 9 to 10:
After 12 months on the maximum of the lower Grade and subject to satisfactory performance.

3.4 Minimum commencing salaries:

Provided that any appointment may be to one step higher for each full year of relevant work experience.

3.4.1 Appointment to Grade 3 positions

Qualifications at Time of Appointment	Commencing Salary Step
NZLA Certificate/NZLSC	Step 1
Cert NZLS or ALA or BA/BSc	Step 2
BA/BSc (3rd Class Hons) or MA/MSc	Step 3
BA/BSc plus Dip NZLS/Cert NZLS/Dip Lib plus allowance of \$363	Step 3
BA/MA/BSc/MSc (2nd Class Hons) BA/BSc (3rd Class Hons) plus Dip NZLS/Dip Lib or MA/MSc plus Dip NZLS/Dip Lib	Step 5
BA/MA/BSc/MSc (1st Class Hons) BA/MA/BSc/MSc (2nd Class Hons) plus Dip NZLS/Dip Lib	Step 7
BA/MA/MSc (1st Class Hons) plus Dip NZLS/Dip Lib	Step 8

Provided that any appointment may be to one step higher for each full year of relevant postgraduate professional work experience.

3.5 Expectation allowance:

Polytechnic library assistants appointed prior to 10 November 1980 who have been on the maximum step of Grade 2 for at least 12 months are eligible for an expectation allowance to equate their salary level with Step 5 of Grade 3.

4.0 **PRINTING OCCUPATIONAL CLASS**

4.1 This class shall include all positions with the following and similar designations which may from time to time be placed in it:

Reprographic operator
Reprographic assistant.

4.2 Salaries payable to positions in this class are:

Grade	01 Nov 2019	01 Nov 2020 1.45%	01 Nov 2021 1.5%
PR20.00	73,533	74,600	75,719
PR19.00	69,320	70,326	71,381

PR18.00	58,514	59,363	60,253
PR17.00	55,381	56,185	57,027
PR16.00	52,494	53,256	54,054
PR15.00	50,382	51,113	51,880
PR14.00	48,275	48,975	49,710
PR13.00	46,290	46,962	47,666
PR12.00	44,536	45,182	45,860

5.0 TECHNICIANS OCCUPATIONAL CLASS

5.1 This class shall include all positions with the following or similar designations:

Senior Technical officer
Technical officer
Technician
Technical trainee.

5.2 Salaries payable to this class are:

Grade	01 Nov 2019	01 Nov 2020 1.45%	01 Nov 2021 1.5%
TS06.01	70,925	71,954	73,033
TS05.01	67,937	68,923	69,956
TS04.02	63,938	64,866	65,839
TS04.01	60,099	60,971	61,885
TS03.03	56,415	57,234	58,092
TS03.02	52,736	53,501	54,304
TS03.01	50,932	51,671	52,446
TS02.05	49,146	49,859	50,607
TS02.04	47,363	48,050	48,771
TS02.03	45,063	45,717	46,403

5.3

Progression:

Grade 2 on being awarded NZCS or NZCE with three years' acceptable practical experience, or recognised equivalent qualifications and experience or on merit.

Beyond Grade 3 on job content.

SCHEDULE C

RETIREMENT 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
20to 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
40or more	131					

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			

RESIGNING LEAVE

Years of Service	Leave in Working Days	Leave in Service	Years of Working Days	
20		32	30	46
20½		33	30½	47
21		34	31	48
21½		34	31½	49
22		35	32	49
22½		36	32½	50
23		36	33	51
23½		37	33½	51
24		38	34	52
24½		39	34½	53
25		39	35	54
25½		40	35½	54
26		41	36	55
26½		41	36½	56
27		42	37	56
27½		43	37½	57
28		44	38	58
28½		44	38½	59
29		45	39	59
29½		46	39½	60

SCHEDULE D

STANDARD ALLOWANCES - RATES

	Rate@ 01/11/2020	Rate@ 01/11/2021
1. ADULT ALLOWANCE		
(a)	\$27.326	\$27.736
(b)	\$28.529	\$28,957
2. DEPENDANTS ALLOWANCE MINIMUM RATE		
	\$27.633	\$28.048
3. MEAL ALLOWANCE		
	\$17.418	\$17.680
4. CASHIERS ALLOWANCE		
Number of Transactions handled by an Employee Each Quarter		
2000 - 6250	\$7.54	\$7.66
6251 -18750	\$15.00	\$15.22
18751 or more	\$22.56	\$22.90
5. TOOL ALLOWANCE		
Technicians Occupational Class Max Replacement Cost	\$583.90	\$592.66
	\$120.42	\$122.22
6. FIRST AID ALLOWANCE		
Printing Occupational Class per hour	\$0.22	\$0.23
7. SAFETY FOOTWEAR		
Applies to Storekeeping and Technicians Occupational Classes Maximum Rate:	\$120.42	\$122.22

RESOLVING EMPLOYMENT RELATIONS PROBLEMS

1.0 Procedure for Resolving Employment Relationship Problems

The Employment Relations Act 2000 requires that all Collective Agreements contain a plain-language explanation of the services and processes available to resolve any employment relationships problems. The Toi Ohomai Institute of Technology and TIASA have agreed on the following procedure and wish to draw it to the attention of all existing staff.

1.1 Employment relationship problems include:

- a) Concerns and problems relating to or arising out of your employment relationship with the Toi Ohomai Institute of Technology except matters relating to the fixing of new terms and conditions of employment.
- b) A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organization).
- c) A dispute (about the interpretation, application or operation of an employment agreement).
- d) You have the right to seek the support and assistance of TIASA or to seek information from the Department of Labour Mediation Service at any time.

1.2 Initial Action:

1.2.1 If you believe there is a problem with your employment relationship with the Toi Ohomai Institute of Technology, you should tell your manager, either personally or through TIASA as soon as possible:

- a) that there is a problem; and
- b) the nature of the problem; and
- c) what you want done about the problem.

1.2.2 If for any reason you feel unable to raise the matter with your immediate manager, other suggested contacts are:

- Directorate Head;
- Kaumatua;
- Human Resource Staff; or
- Chief Executive.

1.3 Process

1.3.1 In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.

1.3.2 The employer will try to resolve the matter through discussion with you and/or TIASA.

1.3.3 If the problem cannot be resolved through discussion, then either you or the employer can request assistance from the Department of Labour which may provide mediation services.

1.3.4 If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.

1.3.5 In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the Toi Ohomai Institute of Technology to the Employment Court.

INTRODUCTION OF VISUAL DISPLAY INTO POLYTECHNICS AGREED ADMINISTRATIVE PROCEDURES

1. PREAMBLE

This circular applies exclusively to non-teaching staff in technical institutes in occupational groups represented by the Technical Institutes Allied Staff Association.

2. BACKGROUND

Visual display units, including word processors, for use by TIASA staff are to be introduced into polytechnics under the terms of this Schedule. The agreement sets out administrative procedures for the installation and operation of VDUs. The main elements of the agreement relate to:

- Prior consultation
- Job design and attendant staff-related implications
- Staff training
- Staff involvement in post implementation reviews
- Health and safety matters
- Physical working conditions standards

Employer organisations have been consulted and have accepted the introduction of the VDU agreement into the polytechnic service.

3. COMMENT ON THE VDU AGREEMENT

The agreement will come into effect forthwith. Notwithstanding this, the agreement does allow for variations to be negotiated when special circumstances can be demonstrated. An example may arise in the staff redeployment provisions where it must be accepted that there is a much smaller employment field available in polytechnic within which redeployment may be affected. Where staff redeployment may arise, a reasonable lead up time should be provided to allow adequate arrangements to be made.

4. EYE TESTS FOR VDU OPERATORS

Although all available evidence suggests that VDU work does not cause eye defects, some 30% of the population are likely to have uncorrected defects which do not become highlighted through normal work activity. Exposure to VDU work may bring these defects to the fore and cause discomfort. Overseas experience shows that something in the order of 2% of staff tested may need corrective spectacles for VDU work. Staff moving into VDU work should be advised accordingly.

The availability of eye tests is limited to existing staff who are affected by the introduction of VDU technology and meet the criteria of the VDU agreement in this respect. In the context of the VDU agreement a transfer means anybody who moves into a VDU setting voluntarily or compulsorily either on promotion or at current grading, provided that person is already an employee of the polytechnic. Staff who have been transferred into VDU work in the last two years are also eligible for eye tests, and spectacles when required provided they meet the criteria specified in the VDU agreement.

New appointees who undertake VDU work are not eligible for eye tests but they should be advised that VDU work may cause discomfort if their eyesight is defective and that it would be in their interests to have a test and take any corrective action necessary before taking up their appointments.

5. PROCEDURES TO BE FOLLOWED

Before staff who are eligible for eye tests in terms of the VDU agreement take up work on a VDU, the council should inform them of the advisability of having an eye tests and of their entitlement to such a test. Tests are to be arranged by the individuals through their preferred optometrist. Each staff member who is to be tested should be supplied with:

- a) Three copies of the form Visual Examination Record - VDU Operators. Because of limited potential usage, this form should be photocopied for use as and when required.
- b) One copy of the test form will be sent by the optometrist to the polytechnic council concerned, together with the account for payment, and the other two will go to the Optometrical Association and remain with the optometrist respectively. Councils should hold their copy record.

VDU AGREEMENT TERMS

1. PREAMBLE

The Association of Polytechnics in New Zealand and TIASA both recognise that VDUs have become indispensable equipment in many workplaces and that their use will become more widespread in the future. Both parties are agreed that they are a desirable tool contributing to the efficiency of the Polytechnic Service and that as such it is necessary to ensure that they are introduced in an orderly manner with due account being taken of the health, comfort and well-being of the staff affected. Furthermore, this equipment should be introduced in such a manner as to be of mutual benefit.

2. DEFINITION

For the purpose of this agreement, the term Visual Display Unit (VDU) shall be defined as follows:

Any electronic device which is used to display text or data (on a display screen). This includes for example a VDU unit on a word processor; computer terminal, mini-or-micro computer, electronic accounting or book-keeping machine and electron typesetter. This shall not include radar screens or micro-image readers which will be the subject of separate agreements.

3. APPLICATION

This agreement will, in general, apply to all VDU's introduced for use by non-teaching staff in Polytechnics. Both TIASA and Polytechnic Councils reserve the right to seek variations to this agreement in either its substance or application in detail. Any variation will be subject to negotiation.

4. PRIOR CONSULTATION

The introduction of VDU's into the work place will, in all cases, be accompanied by prior notification to TIASA and the staff affected.

When a Council intends to introduce VDU's into the workplace, TIASA will be consulted. The consultation process will entail making available to the TIASA representative as much relevant information as possible.

Much of this information will be provided by way of making available the "advisability study" undertaken by management before a final decision is made. Other information which sheds light on the impact of staff of a system or piece of equipment will also be available to TIASA.

Consultation means that not only will the TIASA representative be fully advised by the council of the situation at the earliest point possible but also will be given sufficient time to respond before the final decision is taken and that TIASA's views will be taken into account in making that decision.

Once final approval has been obtained discussions/negotiations will be held with the TIASA regarding staff related issues such as physical working conditions, staff transfers etc., as appropriate. Both parties recognise that a satisfactory conclusion to these discussions/ negotiations is desirable for the smooth introduction of any system involving new technology.

A council's willingness to enter into consultative arrangements with TIASA is contingent upon a clear commitment on the part of the Association to observe confidentiality in those cases where the final decision on the introduction of VDU equipment rests with the council until such time as the final decision has been made.

Such confidential discussions with the Association will include the staff directly affected by the introduction of the new equipment. The essence of confidentiality is that no public comment or wider circulation of these discussions should occur until after the final decision has been made.

After the introduction of VDU's into the workplace, the Polytechnic Council will conduct a post-implementation review/audit. The objectives of these reviews will be to -

1. Ascertain that the equipment introduced is meeting the objectives for which it was intended.
2. Identify areas where this is not being accomplished.
3. Propose appropriate remedial action.

The function of such reviews will be extended to include the verification of the advice provided by management in the consultation procedure, in respect of the effects on staff, i.e. whether or not these have materialised, and to serve as a forum for the notification to staff of any such changes.

The review team will include a representative of the affected staff, nominated by TIASA who will be a full participant in all aspects of the review.

Before supplying the employee with the letter, it should be completed in respect of name, focal

distance(s) at which the person is viewing the screen, the current rate set by the Education Department for tests and spectacles specifically required for VDU work, together with rates for fitting, dispensing and tonometry fees which may also be reimbursed where necessary. Present rates are:

Eye tests	\$20.00
Frames	\$45.00
Tonometry examination	\$ 3.00
Fitting fee	\$ 7.50
Dispensing fee (single vision lens)	\$12.50
Lenses - a maximum of wholesale plus 15%	

The Optometrical Association has been involved, with the Department of Health, in drawing up the eye test specification. It has also undertaken to inform all its members of the test requirements and the likelihood of such testing being sought. Most optometrists will thus already be aware of the situation.

Medical opinion confirms that neither bi-focals nor tri-focals are considered suitable for VDU work. A third option, a variable focus lens known as varilux, is considered even less suitable. The preferred solution is an additional pair of spectacles, single focus, of intermediate range, suitable for the particular distance at which the individual has to work.

5. OTHER HEALTH ASPECTS

A variation in work patterns is not to be regarded as a rest break although tea and lunch breaks are to be regarded as providing such a variation. The application of this provision relates only to situations of continuous VDU work and it does not apply where VDU activity is of a spasmodic nature. In the normal course of events such variations occur naturally but the situation should be monitored and where warranted the pattern of total work activity planning is such a way as to provide the necessary relief from continuous VDU work

6. PHYSICAL WORKING CONDITIONS

The parties concerned acknowledge that full compliance with all the agreed environmental standards laid down in the agreement aim to ensure a safe, healthy working environment for all staff. Where variations to the standards are required negotiation/consultation should take place with TIASA.

7. COSTS

Polytechnics are required to budget in the normal way for the full costs arising from the introduction or upgrading of VDU's in line with the agreement. The only exception to this is the cost associated with the eye tests which are already met by the Department.

8. PROCEDURES FOR THE INTRODUCTION OF VDUs

Current policy requires that all proposals for purchases of any type of agreement involving VDU's be vetted against the VDU agreement and the checklist. This checklist should be completed in conjunction with the revised technical specifications set out by the State Services Commission, or the Department of Labour Code of Practice for VDU's. Advice from the Labour Department or local State Services Commission representative should be gained on these specifications.

When a proposal has been approved, including both entirely new systems and extension to existing equipment, the council should in turn advise the local TIASA representative. This will enable appropriate consultation to take place prior to the detail of a supported proposal being implemented. Consideration of all proposals will also be taken into account staff related effects raised by the VDU agreement.

SCHEDULE G**REMUNERATION WORKING PARTY**

The two parties agree to commence a remuneration project to explore a future remuneration model that reflects market relativities. Project to commence within the first quarter of 2021 and to be concluded by the end of 2021.

Current Remuneration Table:

	General Market Bands			
	37.5 hour week		40 hour week	
	85%	100%	85%	100%
A	\$29,006	\$34,125	\$30,940	\$36,400
B	\$32,515	\$38,253	\$34,683	\$40,803
C	\$37,226	\$43,795	\$39,708	\$46,715
D	\$43,419	\$51,081	\$46,313	\$54,486
E	\$50,080	\$58,918	\$53,419	\$62,846
F	\$59,048	\$69,468	\$62,984	\$74,099
G	\$69,454	\$81,711	\$74,084	\$87,158
H	\$81,296	\$95,634	\$86,716	\$102,019
I	\$95,427	\$112,268	\$101,789	\$119,752
J	\$113,036	\$132,983	\$120,572	\$141,849

We commit to meet regularly in support of progressing matters of shared interest and relevance to Toi Ohomai employees and the Institute. With union delegates and union organizer and representatives of Toi Ohomai (typically members of People, Engagement and Capability).

SCHEDULE H

REVIEW PROCESS GUIDELINES

Review Process Guidelines

1. Initial discussion (Paid Union official(s) with HR)
 - signaling date(s) for meetings with staff to discuss the review; and
 - indicative timeframe (with the intention to confirm that meeting dates are possible) for representatives
2. Formal Notification
 - Unions
 - Branch Chairs
 - Members by letter from HR+ cc to Paid Union official(s), including any meeting times agreed as above
3. Initial discussion/meeting with the staff with Managers and HR and the Project Team- information which shows the nature and scope of the problem or issue should be available at this meeting
 - with Paid Union official(s)
 - with Branch Chairs
4. Paid Union official(s) and Branch Chairs meet **with** membersto:
 - discuss the meeting; and
 - proposed timeframe of **review**; and
 - the process of the review; and
 - information required to make submission(s); and
 - identifying any stakeholders.
 - Discuss submission preparation
5. Further discussion between HR, and Paid Union official(s) to establish:
 - process;
 - info required and by when
 - timeframes
 - consultation, and the nature of the consultation (a minimum of 15 working days after receiving all information requested)
 - submissions due
 - results due
6. Staff sent confirmation of the timeframe by HR/HOS
 - cc to Paid Union official(s)
 - cc to BranchChairs
7. Submissions sent to the project team who shall consider the submissions which shall inform the final recommendations. The Project team shall make recommendations that the Institute will either accept or decline.
8. Initial results of review made known to
 - Paid Union official(s)
 - Staff- including if there are surplus positions, by HR/HOS.
 - this is usually by meeting(s) of affected staff, however the results and rationale/reasons should also be in writing.
9. Staff in areas directly affected by the report are invited to submit a proposal which contains suggestions that may alter the recommendations and/or prevent positions being disestablished.

10. Outcome of review made known to affected staff
Paid Union official(s)
should be in writing, by HR/HOS, identifying what structure, staffing and/or work practices that are changing.
11. Timeframe for surplus staffing action determined with consultation with Unions
12. Develop criteria to be used in voluntary and/or compulsory selection in consultation with Unions (Paid Union official(s) + members)
13. If surplus not resolved, then apply the criteria to select staff
14. The surplus staff shall be notice of termination in accordance with their Collective Agreement. Notification also to:
Paid Union official(s)
Branch Chairs
Individuals affected should be told first, followed by the group which had been earlier identified as affected
15. The options in the Collective Agreement apply.
Initial discussion with Paid Union official(s) and member(s) affected.

Principal's Leave

This Schedule will only apply to legacy Waiariki TIASA members covered by the Waiariki Allied Staff Members Collective Agreement dated 01 January 2014 - 31 December 2015

An employee who commenced employment prior to the 7 February 1996 shall be granted Principal's leave as follows:

- a) Two weeks Principal's leave each calendar year.
- b) Principal's leave to be taken by agreement between the employer and the employee.
- c) Principal's leave forfeited unless taken during the year.
- d) Principal's leave is not paid out on the employee's termination.

SCHEDULE J

Leave

This Schedule will only apply to legacy Bay of Plenty Polytechnic TIASA members covered by the Bay of Plenty Polytechnic Allied Staff Members Collective Agreement dated 01 January 2014-31 December 2015

Sick Leave

The employee is entitled to sick leave with pay in any case where they are genuinely sick and as a result, are unable to attend to the proper performance of their duties. The employer may require them to produce a medical certificate in support of any claim for sick leave before any payment is made for that period of sick leave. Sick leave usage will be monitored by the employee's manager and the current Human Resources Information System.

Where an employee intends to return to work after an extended period of absence on sick leave, the Bay of Plenty Polytechnic may require them to provide a medical certificate (at the Bay of Plenty Polytechnic's expense) certifying that they are fit to resume their normal duties.

Where medical advice indicates that it is unlikely that the employee concerned will be able to resume normal duties within a reasonable period, the employer may, after consultation with the employee and their representative and the employee's manager, give consideration to the options available. These may include reduced hours, alternative duties, a period of leave without pay, retirement on medical grounds, or termination of employment on the grounds of incapacity (as per clause 11.6.4 below). Each case will be considered on its merits.

The employer may terminate an employee's employment if the employee becomes incapable of performing their duties or responsibilities under the agreement by reason of sickness, incapacity, mental or physical disablement for a period or periods exceeding 60 working days in relation to any single event or ailment. This provision shall not be applied unreasonably by the employer for ailments that might recur intermittently over several years.



Te Pūkenga –Toi Ohomai Business Unit and Tertiary Institutes Allied Staff Association Inc (TIASA)

Te Hononga

Collective Agreement Terms of Settlement and Addendum - 17 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 Toi Ohomai Institute of Technology Ltd and the TIASA Staff Members Collective Employment Agreement.

Scope of Agreement

The parties have agreed that the applicable terms and conditions of employment contained in the Toi Ohomai Institute of Technology Ltd and the Tertiary Institutes Allied Staff Association (TIASA), Allied Staff Members Collective Employment Agreement effective 1 November 2020 and expired on 31st October 2022, shall continue on unaltered, save for the following provisions:

Term of Agreement

This Agreement comes into effect on 1st November 2022 and expires on 31st December 2022.

Remuneration

Effective from 1st November 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 18/11/2022

Peter Winder, Chief Executive
Te Pūkenga

Date 28 November 2022

APPENDIX ONE

1.0 EXECUTIVE/CLERICAL OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.5%	01 Nov 2022 3%
EC13.02	123,240	125,089	128,842
EC13.01	118,947	120,731	124,353
EC12.02	114,795	116,517	120,013
EC12.01	110,792	112,454	115,828
ECU.02	106,935	108,539	111,795
ECU.01	103,209	104,757	107,900
ECI0.02	99,613	101,107	104,140
ECI0.01	96,145	97,587	100,515
EC09.02	92,794	94,186	97,012
EC09.01	89,560	90,903	93,630
EC08.02	86,444	87,741	90,373
EC08.01	84,422	85,688	88,259
EC07.03	82,634	83,873	86,389
EC07.02	78,616	79,795	82,189
EC07.01	75,605	76,739	79,041
EC06.03	72,002	73,082	75,274
EC06.02	69,797	70,844	72,969
EC06.01	67,661	68,675	70,735
EC0S.03	63,590	64,544	66,480
EC0S.02	61,650	62,574	64,451
EC0S.01	59,773	60,669	62,489
EC04.03	56,189	57,031	58,742
EC04.02	54,478	55,295	56,954
EC04.01	52,833	53,625	55,234
EC03.03	49,764	50,510	52,025
EC03.02	48,301	49,025	50,496
EC03.01	46,888	47,591	49,019

3.0 LIBRARY OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.5%	01 Nov 2022 3%
LY10.02	92,312	93,697	96,508
LY10.01	87,181	88,488	91,143
LV09.02	83,583	84,837	87,382
LV09.01	79,389	80,580	82,997
LY08.02	76,686	77,836	80,171
LV08.01	73,606	74,710	76,951
LV07.02	71,979	73,059	75,251
LV07.01	69,353	70,393	72,505
LV06.03	66,499	67,496	69,521
LV06.02	63,787	64,744	66,686
LV06.01	61,145	62,063	63,925
LV0S.02	61,145	62,063	63,925
LV0S.01	58,776	59,657	61,447
LV04.04	55,809	56,646	58,345
LV04.03	53,278	54,077	55,699
LV04.02	51,552	52,326	53,896
LV04.01	50,019	50,770	52,293
LV03.08	50,019	50,770	52,293
LV03.07	47,729	48,445	49,898
LV03.06	45,890	46,579	47,976

4.0 PRINTING OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.45%	01 Nov 2022 3%
PR20.00	74,600	75,719	77,991
PR19.00	70,326	71,381	73,522
PR18.00	59,363	60,253	62,061
PR17.00	56,185	57,027	58,738
PR16.00	53,256	54,054	55,676
PR15.00	51,113	51,880	53,436
PR14.00	48,975	49,710	51,201
PR13.00	46,962	47,666	49,096
PR12.00	45,182	45,860	47,236

5.0 TECHNICIANS OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.5%	01 Nov 2022 3%
TS06.01	71,954	73,033	75,224
TS05.01	68,923	69,956	72,055
TS04.02	64,866	65,839	67,814
TS04.01	60,971	61,885	63,742
TS03.03	57,234	58,092	59,835
TS03.02	53,501	54,304	55,933
TS03.01	51,671	52,446	54,019
TS02.0S	49,859	50,607	52,125
TS02.04	48,050	48,771	50,234
TS02.03	45,717	46,403	47,795



Te Pūkenga – Toi Ohomai and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2023 SALARIES AND RATES

Paid and printed rates for **Toi Ohomai** 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.

1.0 EXECUTIVE/CLERICAL OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.5%	01 Nov 2022 3%	01 Jan 2023 5% (under \$75,000)	01 Jan 2023 4% (over \$75,000)
EC13.02	123,240	125,089	128,842	----	133,996
EC13.01	118,947	120,731	124,353	----	129,327
EC12.02	114,795	116,517	120,013	----	124,814
EC12.01	110,792	112,454	115,828	----	120,461
ECU.02	106,935	108,539	111,795	----	116,267
ECU.01	103,209	104,757	107,900	----	112,216
ECI0.02	99,613	101,107	104,140	----	108,306
ECI0.01	96,145	97,587	100,515	----	104,536
EC09.02	92,794	94,186	97,012	----	100,892
EC09.01	89,560	90,903	93,630	----	97,375
EC08.02	86,444	87,741	90,373	----	93,988
EC08.01	84,422	85,688	88,259	----	91,789
EC07.03	82,634	83,873	86,389	----	89,845
EC07.02	78,616	79,795	82,189	----	85,477
EC07.01	75,605	76,739	79,041	----	82,203
EC06.03	72,002	73,082	75,274	----	78,285

EC06.02	69,797	70,844	72,969	76,617	----
EC06.01	67,661	68,675	70,735	74,272	----
EC05.03	63,590	64,544	66,480	69,804	----
EC05.02	61,650	62,574	64,451	67,674	----
EC05.01	59,773	60,669	62,489	65,613	----
EC04.03	56,189	57,031	58,742	61,679	----
EC04.02	54,478	55,295	56,954	59,802	----
EC04.01	52,833	53,625	55,234	57,996	----
EC03.03	49,764	50,510	52,025	54,626	----
EC03.02	48,301	49,025	50,496	53,021	----
EC03.01	46,888	47,591	49,019	51,470	----

3.0 LIBRARY OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.5%	01 Nov 2022 3%	01 Jan 2023 5% (under \$75,000)	01 Jan 2023 4% (over \$75,000)
LY10.02	92,312	93,697	96,508	----	100,368
LY10.01	87,181	88,488	91,143	----	94,789
LV09.02	83,583	84,837	87,382	----	90,877
LV09.01	79,389	80,580	82,997	----	86,317
LY08.02	76,686	77,836	80,171	----	83,378
LV08.01	73,606	74,710	76,951	----	80,029
LV07.02	71,979	73,059	75,251	----	78,261
LV07.01	69,353	70,393	72,505	76,130	----
LV06.03	66,499	67,496	69,521	72,997	----
LV06.02	63,787	64,744	66,686	70,020	----
LV06.01	61,145	62,063	63,925	67,121	----
LV0S.02	61,145	62,063	63,925	67,121	----
LV0S.01	58,776	59,657	61,447	64,519	----
LV04.04	55,809	56,646	58,345	61,262	----
LV04.03	53,278	54,077	55,699	58,484	----
LV04.02	51,552	52,326	53,896	56,591	----
LV04.01	50,019	50,770	52,293	54,908	----
LV03.08	50,019	50,770	52,293	54,908	----
LV03.07	47,729	48,445	49,898	52,393	----
LV03.06	45,890	46,579	47,976	50,375	----

4.0 PRINTING OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.45%	01 Nov 2022 3%	01 Jan 2023 5% (under \$75,000)	01 Jan 2023 4% (over \$75,000)
PR20.00	74,600	75,719	77,991	----	81,111
PR19.00	70,326	71,381	73,522	77,198	----
PR18.00	59,363	60,253	62,061	65,164	----
PR17.00	56,185	57,027	58,738	61,675	----
PR16.00	53,256	54,054	55,676	58,460	----
PR15.00	51,113	51,880	53,436	56,108	----
PR14.00	48,975	49,710	51,201	53,761	----
PR13.00	46,962	47,666	49,096	51,551	----
PR12.00	45,182	45,860	47,236	49,598	----

5.0 TECHNICIANS OCCUPATIONAL CLASS

Grade	01 Nov 2020 1.45%	01 Nov 2021 1.5%	01 Nov 2022 3%	01 Jan 2023 5% (under \$75,000)	01 Jan 2023 4% (over \$75,000)
TS06.01	71,954	73,033	75,224	----	78,233
TS05.01	68,923	69,956	72,055	75,658	----
TS04.02	64,866	65,839	67,814	71,205	----
TS04.01	60,971	61,885	63,742	66,929	----
TS03.03	57,234	58,092	59,835	62,827	----
TS03.02	53,501	54,304	55,933	58,730	----
TS03.01	51,671	52,446	54,019	56,720	----
TS02.05	49,859	50,607	52,125	54,731	----
TS02.04	48,050	48,771	50,234	52,746	----
TS02.03	45,717	46,403	47,795	50,185	----