

**TAI POUTINI POLYTECHNIC LIMITED**

**ALLIED STAFF**

**COLLECTIVE EMPLOYMENT AGREEMENT**

**Effective from: 01 April 2021**  
**Expires: 31 December 2022**



# Arrangement

Clause #

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# TAI POUTINI POLYTECHNIC LIMITED

## ALLIED STAFF COLLECTIVE EMPLOYMENT AGREEMENT

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### 1.0 AGREEMENT COVERAGE

1.1 This Collective Employment Agreement is made under the Employment Relations Act 2000 between:

\_\_\_\_\_ ~~the Chief Executive of TPPL Limited (TPPL) "the Employer"~~

\_\_\_\_\_ and

\_\_\_\_\_ ~~the Tertiary Institutes Allied Staff Association (TIASA)~~

1.2 This agreement shall be the applicable employment agreement for all allied staff members employed by the Employer except for the following:—

(a) ~~The Chief Executive of TPPL, and~~

(b) ~~Any allied staff member appointed to a position that is designated or becomes designated as a senior position under Section 74D of the State Sector Act 1988.~~

1.3 ~~Bargaining agent recognition: The employer agrees to recognise TIASA as the collective bargaining agent for the employees covered by this award for whom TIASA is their bargaining agent.~~

1.4 This agreement shall apply to and be binding on:

(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 (e.g. financial, computing, marketing, human resources, payroll, information technology, public relations, student support, enrolments, communications) library services, learning resources, technical support, reprographics, tea provisions, liaison (co-ordinators), mail processing and delivery, general hands, counselling, facility services, maintenance, grounds work and supervision/management of the above types of work.~~

### 1.5 Pass on Provision:

~~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:~~

~~A period of at least four 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. A period of four months must also be observed from the effective date for any terms agreed to come into effect after the commencement date.~~

~~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;~~

~~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.~~

~~The Employer will, on request made at any time up to six (6) 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.~~

~~The parties acknowledge that any breach of clauses 3 or 4 of this agreement will, prima facie, be a breach of the duty of good faith in s 4 of the Employment Relations Act 2000.~~

~~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.~~

~~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.~~

## **1.6 Variation of the Agreement**

~~———— The parties 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.~~

~~———— 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.~~

~~1.7 ——— Except where otherwise agreed in writing with the Employer, the terms and conditions set in this collective employment agreement shall apply to each and all employees bound by it, and shall replace in entirety any pre-existing employment condition or conditions provided to the employee so bound, under any previous employment contract or employment agreement, whether or not such conditions are more favourable to the employee than those provided by this agreement.~~

## 2.0 DEFINITIONS

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

**"Allied staff"** means any employee, employed by the Employer in any of the positions identified in Schedule A and Clause 1.4 (b) of this Collective Employment Agreement.

**"Polytechnic"** means TPPL 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, or an employee if employed subsequent to his/her retirement from a full time position.

**"Casual employee"** means an employee who has no set hours or days of work and who is normally asked to work as and when required. Each engagement undertaken by the casual employee is a standalone employment arrangement and, the employment shall be at an end at the completion of the work required.

**"Grade"** means a division of a salary scale in respect of which a particular salary or range of salaries is payable. New employees will, on commencement, be appointed to the relevant salary grade in Schedule A to this agreement.

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

**"Fixed Term"** is, where an employee and the employer have agreed that the employment of the employee will end

- (a) at the close of a specified date or period; or
- (b) on the occurrence of a specified event; or
- (c) at the conclusion of a specified project.

Provided that the employee's agreement states in writing

- (a) the way in which the employment will end; and
- (b) the reason for ending the employment.

## **3.0 TERMS OF EMPLOYMENT**

### **3.1 Notice periods**

- (a) No employee shall terminate their employment or have their employment terminated by the employer without at least one (1) months' notice in writing, unless a lesser period has been mutually agreed. In case of redundancy the notice period will be two months.
- (b) The employer may, before the expiration of any notice given under sub-clauses (a) of this clause, 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.
- (c) Nothing in (a) 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.
- (d) 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.
- (e) All salaries shall be paid by direct credit to the employee's nominated account or, by special arrangement, by cheque or cash.

### **3.2 Retirement**

- (a) An employee who was employed:
  - (i) by the governing body of a polytechnic on or before the 23rd day of December 1976 and has continuous service as an employee since that day; or
  - (ii) by an Education Board, the governing body of a secondary school, or a teachers' college council, on or before the 1st day of December 1967, immediately after ceasing so to be employed became an employee, and since becoming an employee has continuous service as an employee; or
  - (iii) as an officer of the Public Service or the Post Office or the Government Railways Corporation or the Legislative Department or the Health Service Personnel Commission or an area health board or a hospital board, on or before the 1st day of August 1964, immediately after ceasing so to be employed became an employee, and since becoming an employee has continuous service as an employee may retire upon attaining the age of sixty five (65) years.
- (b) Employees other than those to whom (a) above applies may retire upon becoming eligible for National Superannuation.
- (c) Notwithstanding (a) and (b) above, an employee who has elected to contribute to the Government Superannuation Fund in respect of notional service may retire at the age of sixty five (65) years, or the day upon which she/he completes forty (40) years of contributory service, whichever is the earliest.
- (d) Notwithstanding (a) to (c) above, employees may be engaged on a temporary basis beyond retirement age.
- (e) An employer may approve the early retirement of an employee who has attained ten (10) years service; or on medical grounds.

## **4.0 SALARIES**

- 4.1 Rates of annual salaries to be paid to employees are listed in Schedule A of this Agreement.
- 4.2 Salary increments: All salary increments are subject to progression through merit and will be based on the employee meeting objectives that clearly demonstrate satisfactory performance and a letter of support by the line manager. The criteria are listed in Schedule F of this Agreement.
- 4.3 The employer may withhold support for progression if the employee's performance is unsatisfactory as identified through the performance appraisal process or through the policy on unsatisfactory performance and misconduct. The employee shall be advised in writing of the reason(s). The employee may appeal the decision as written in the Performance Appraisal Policy, page 6.
- 4.4 Progression between the grades will be based on the "progression by merit" in the provisions of clause 5 below until the end of the salary band for that position is reached, as detailed in the position description.
- 4.5 The employer may allow additional or accelerated salary steps in recognition of meritorious performance.
- 4.6 For work carried out above and beyond the position description, for example special projects, a bonus payment may be made at the discretion of the Chief Executive.
- 4.7 A profile of salaries paid to employees, who are covered by the Collective Employment Agreement, shall be made available to TIASA at the end of the financial year. The data will include the number of people on each grade and step, the gender and commencement date of employment.

## **5.0 APPRAISAL AND PROGRESSION**

### **5.1 Performance Appraisal**

All Allied staff will be subject to an annual performance appraisal in line with QMS policy.

The appraisal will be based on the completion of allocated tasks and responsibilities within their position description and the achievement of key performance outcomes identified through the performance appraisal and professional development process. The appraisal will be based on the criteria and samples listed in Schedule F of this Agreement and the Performance Appraisal Policy.

- 5.2 Changes to the Performance Appraisal Policy within a settlement period will not take effect during the Term of the Agreement until they are ratified as part of the next Collective Employment Agreement process.

### **5.3 Progression by Merit**

- (a) That a salary increment(s) will occur subject to performance appraisal meeting objectives that clearly demonstrate satisfactory and meritorious performance.
- (b) If there is a dispute as to the goals set or whether the goals have been met, then the matter shall be referred to an Independent Panel (consisting of a manager and one elected TIASA allied staff member) for recommendation to the Faculty Dean/Senior Manager.



- (c) If the performance appraisal period has not concluded as outlined in Policy, within two months of the employee's anniversary date, an automatic increment back dated to the anniversary date shall be given to the employee.

## 6.0 HOURS OF WORK

### 6.1 The following provisions shall apply to all occupational classes

- 6.1.1 Subject to the provisions of sub clauses 6.1.5 to 6.1.8 below, to the whole holiday provisions in clause 10 and authorised leave of absence, an employee shall normally observe the following ordinary hours of work:

Thirty seven (37) hours 30 minutes per week, seven point five (7.5) hours per day, to be worked between 7.00 am and 9.00 pm on five (5) consecutive days, Monday to Saturday.

- 6.1.2 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.

- 6.1.3 No employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half (½) an hour.

- 6.1.4 An employee shall be allowed two rest breaks of fifteen (15) minutes each day, in the morning, afternoon or evening at times specified by the employee's controlling officer.

- 6.1.5 Changes in hours of work:

- (i) 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

- 6.1.6 Subject to the provisions of 6.1.8 below, an employee may be required temporarily to start and/or finish ordinary hours of work outside the hours specified in 6.1.1 above.

- 6.1.7 All ordinary hours worked outside those specified in 6.1.1 and 6.1.2 above shall be paid at the rate of time and a half (T1½) for the first three (3) hours and double time (T2) thereafter.

- 6.1.8 The employer may from time to time and by agreement with the Union concerned adopt a system of flexible working hours.

## 7.0 OVERTIME

- 7.1 The following conditions apply to all occupational classes

- 7.1.1 "**Overtime**" is the time worked as follows:

Monday-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.

- 7.1.2 Minimum break between spells 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 of 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.
- 7.1.3 Wherever practicable, no employee shall be required to perform unbroken work.
- 7.1.4 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.
- 7.1.5 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.
- 7.1.6 Subject to the provisions of 7.1.2 above and 7.1.8 below, overtime shall be paid at the rate of time and a half (T1½) for the first three (3) hours and double time (T2) thereafter, except the double time (T2) shall be paid for all overtime worked as follows:
- (i) between 9.00 pm and 6.00 am;
  - (ii) between midday Saturday and 6.00 am on Monday;
- 7.1.7 An employee required to work overtime on a Saturday, Sunday or whole holiday shall be paid a minimum payment equal to three hours at the appropriate rate.
- 7.1.8 Overtime shall not be paid for at rates higher than Grade 5, Step 1.

## 7.2 Time-in-lieu of Overtime

Employees who are entitled to overtime shall be compensated for authorised overtime worked 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 and taken at times convenient to the polytechnic operation.
- (d) Time off in lieu may be accumulated to a maximum of thirty seven point five (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 six (6) months it will be paid under the overtime provisions of the Collective Employment Agreement.
- (f) The employer may direct an employee to take accumulated time-in-lieu.

## 7.3 Penal Rates

Subject to the provision of 7.3.2 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 and a half (T1½) for the first three (3) hours, then time one (T1), thereafter.

- (b) Midday Saturday to midnight Sunday/Monday at time one (T1).

**7.3.1 Computation of overtime and penal rates**

For the purposes of calculating the hourly rate, annual salary shall be divided by 1955.

**7.3.2 Limits on payment for overtime and penal time**

The provisions of 7.1.8 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.

## **8.0 CALL BACK**

8.1 Subject to the provisions of 8.2 and 8.3 below, where an employee is called back to work after:

- (a) completing the day's work; and
- (b) 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.

8.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.

8.3 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.

## **9.0 ANNUAL LEAVE**

An employee shall be granted annual leave as follows:

- (a) four (4) weeks annual leave each year.
- (b) on completion of five (5) years of service before the end of a leave year, five (5) weeks annual leave in that and succeeding leave years.

## **10.0 WHOLE HOLIDAYS**

10.1 The following days shall be observed as whole holidays:

- Christmas Day
- Boxing Day
- The day after Boxing Day
- New Year's Day
- The Day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- Easter Tuesday
- Anzac Day
- Sovereigns Birthday
- Matariki
- Labour Day
- Anniversary Day (as observed in the locality concerned).

- 10.2 In the event of a whole 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.
- 10.3 An additional holiday shall be observed on each of the days between Boxing Day and New Year's Day, where these days fall on a weekday and are not allowable as a whole holiday under clause 10.1 and 10.2 of this agreement.

## **11.0 TIME OFF FOR WORKING ON WHOLE HOLIDAYS**

Any employee may be required to work on any of the days or substituted succeeding days set out in clause 10. If an employee is required to work on a whole holiday or substituted succeeding day, he/she shall be paid time and a half (T1½) for time worked, provided the employee is entitled to overtime rates. All employees who work on a holiday shall receive an equivalent holiday on a later day convenient to the employer.

## **12.0 SICK LEAVE**

- 12.1 Subject to 12.2 to 12.11 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 Rehabilitation and Compensation Insurance Act 1992 shall be entitled to leave on full pay as prescribed in 12.10 below.
- 12.2 Subject to the provisions of 12.3 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, and whole holidays or substituted succeeding days, where applicable, which may fall during the period.
- 12.3 Where an employee is absent on sick leave for less than one (1) full working day, the employee shall be deemed to have taken one (1) half (½) day's sick leave if absent for either the morning or the afternoon, or after working at least two (2) hours and less than six (6) hours; the employee shall be deemed to have taken one (1) day's sick leave if absent for more than six (6) hours during the day.
- 12.4 Subject to the provisions of 12.5 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 controlling officer within thirty (30) minutes of normal starting time, or when flexible working hours apply, before 9.30 am. Where an absence on sick leave extends beyond three (3) consecutive days, the employer may require an employee to provide a medical certificate. The certificate is to be signed by a registered general or specialist medical-practitioner or registered dental-surgeon.
- 12.5 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 expense, if warranted, require the employee to submit to medical examination by a medical practitioner nominated by the employer.
- 12.6 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.
- 12.7 Where an employee is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Accident Insurance Act 1998 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 12.10 below.

12.8 Whether or not sick leave entitlement has been exhausted, an employee may elect to have all or part of an absence on account of sickness debited against annual leave entitlement under clause 9.

12.9 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.

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.

12.10 The period of sick leave to which an employee is entitled shall be ten (10) days each year accruing to a total of two hundred and seventy five (275) days.

#### **12.11 Employees appointed before 31 March 2012**

All employees will retain their current entitlement. Further entitlement will be accrued as calculated under the method contained in clause 12.10 at which point the employee will accrue sick leave at ten (10) days per year to a maximum of two hundred and seventy five (275) days. Employees that have greater than two hundred and seventy five (275) days accrued as of the 31 March 2012 will not have further accrual added until the level has reduced to below the maximum of two hundred and seventy five (275) days.

12.12 In exceptional circumstances the employer may grant sick leave in excess of the days prescribed in 12.10 above.

#### **12.13 Wellness Day**

An employee will be entitled to one (1) day per year as a Wellness Day. This leave will be deducted from the employee's sick leave entitlement; therefore the employee must have leave available before they are eligible to take this leave.

### **13.0 BEREAVEMENT/TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS**

13.1 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.

13.2 On the unplanned end of an employee's or partner's pregnancy by way of miscarriage or stillbirth, the employee or partner is entitled to three (3) days paid bereavement leave in accordance with the Holidays Act 2003 and amendments.

13.3 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 13.1 above. This provision will not apply if the employee is on leave without pay.

### **14.0 MATERNITY LEAVE**

- 14.1 A woman who is employed either part-time or full-time, employed for at least ten (10) hours a week for the preceding twelve (12) months, will be eligible for maternity leave (granted as leave without pay) for each birth that occurs during her employment at the Polytechnic.
- 14.2 Leave of up to twelve (12) months is to be granted to an employee with at least one (1) year's service at the time of commencing leave.
- 14.3 Where an employee who is entitled to maternity leave of up to twelve (12) months returns to duty before or at the expiration of the leave and completes a further six (6) months' service, she qualifies for a payment equivalent to thirty (30) working days' leave on pay.
- 14.4 An employee who is absent on maternity leave for less than six (6) weeks (thirty (30) working days) will receive that proportion of the payment provided in (14.3) above which her absence represents to thirty (30) working days.
- 14.5 An employee who returns to work on a part-time basis qualifies for the payment provided in 14.3 or 14.4 above, as appropriate at the end of six (6) months service provided that she was previously employed on a full time basis.
- 14.6 Subject to the provisions of 14.2 to 14.5 above, maternity leave may be granted for each birth that occurs whilst the employee is employed in the Polytechnic. It is not to be granted as sick leave on pay or sick leave without pay. Annual leave due will not be required to be taken before the employee proceeds on maternity leave but may be held over and taken when the employee returns to work. An application for maternity leave must be made at least one (1) month before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.
- 14.7 An employee returning from maternity leave is entitled to resume work in the same or similar position to that occupied at the time of commencing maternity leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.

**Note:** *The provisions of the Parental Leave and Employment Protection Act 1987 and amendments shall also apply to all employees.*

## **15.0 PARENTAL LEAVE**

Parental leave may be taken by both women and men following the birth or legal adoption of a child under five (5) years of age. Parental leave is also available to employees intending to adopt a child under six (6) years by whāngai placement. Under this Agreement, parental leave includes both unpaid and paid leave and is available to both partners, either concurrently or consecutively.

### **15.1 Notice required to take parental leave:**

- (a) An employee intending to take parental leave is required to give at least three (3) 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 either legally adopt or whāngai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. In the case of adoption, the requirement of one (1) month's notice does not apply.

## **15.2 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 twelve (12) months' or more service, twelve (12) months' parental leave from the date of birth or the date of assuming responsibility;
- (b) For an employee with less than twelve (12) months' service, the entitlement is six (6) months' parental leave from the date of birth or the date of assuming responsibility, but up to six (6) months' additional leave may be granted at the discretion of the employer.

## **15.3 Return to work**

An employee must give the employer at least one (1) month's 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 wherever possible should resume work in the same or similar position to that occupied at the time of commencing parental leave.

The institution will give due consideration to an employee's request for 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 breaks shall be counted as working time and included in the total duty hours.

## **15.4 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.

## **15.5 Annual leave**

Annual leave due will not be required to be taken before the employee proceeds on parental leave, but may be held over and taken when the employee returns to work.

### **15.5.1 Application**

Employees who wish to receive parental leave payments must make an application to Inland Revenue on the relevant form, which is available on the IRD website.

Applications should be made as soon as possible, but will be accepted any time before the applicant returns to work at the end of their parental leave or otherwise ends parental leave (for example, if they resign from their job). The payment will be made fortnightly in arrears, and if necessary, will be backdated to the date when the employee started their parental leave.

### **15.5.2 Length of Payments**

Payments are available for a maximum of fourteen (14) weeks. Currently, if all or part of the payment is transferred, the maximum payment is fourteen (14) weeks shared between the parents. The payments are paid for a single continuous period for each parent.

Where the payment is not shared, the fourteen (14) weeks are paid from the start of the employee's parental leave. Where part or all of the payment is transferred, the spouse/partner's payment begins at the start of the leave period taken by them. If both parents choose to take their leave at the same time, they can receive their payments at the same time.

Payment stops when the employee returns to work (note, this is for any period during the time for which they are receiving payment), or resigns from their job, or at the end of a fixed term employment agreement.

The payment continues if the employee is dismissed or made redundant, has a miscarriage or is no longer caring for the child, or the employee or the child dies.

## **15.6 Parental Leave for Male Employees**

The provisions of the Parental Leave and Employment Protection Act 1987 or any amendment passed in substitution of this Act will apply for male employees

## **16.0 DOMESTIC VIOLENCE LEAVE**

Employees are entitled to both support and leave in situations where either themselves or those who ordinarily reside with them are impacted by domestic violence. Employees who have at least six months' current continuous service may request paid leave to address violence or abuse. These entitlements are in accordance with the Domestic Violence Victims' Protection Act 2018.

Employees of any length of service may request a flexible working arrangement for the purposes mentioned above.

TPPL is committed to taking all reasonably practical steps to ensure their employee's safety. In the event a person is impacted by domestic violence, employees can contact TPPL Limited or TIASA to explore other measures of assistance including but not limited to; changing of phone numbers and / or bank accounts for payment of salary.



## 17.0 SERVICE FOR LEAVE PURPOSES

For the purposes of clauses 9, 12 and 21, the following definitions apply:

- 17.1 **"Service"**, in the case of employees engaged by the employer as at 28 February 2001, service shall be deemed to include all prior service as defined in clause 15 "Service for Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152).
- 17.2 **"Continuous service"**, for the purpose of the provisions for long service leave shall not include any period of less than six (6) months' unbroken service, or any period of service followed by a break of more than three (3) months, other than an approved leave of absence without pay.
- 17.3 The term **"week"** means:
- (a) five (5) working days in the case of an employee who usually works five (5) days in each week;
  - (b) five and a half (5½) working days in the case of an employee who usually works five and a half (5½) days a week; or
  - (c) six (6) working days in the case of an employee who usually works six (6) days in each week.
- 17.4 **"Leave year"** means a year ending the first anniversary date of appointment.
- 17.5 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.

## 18.0 SPECIAL LEAVE

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

## 19.0 LONG SERVICE LEAVE

- 19.1 Subject to the provisions of 18.2 to 18.8 below, an employee shall be granted long service leave on full pay in accordance with this table:

Period of Service	Leave
Ten (10) years continuous service	One (1) week
Fifteen (15) years continuous service	One (1) week
Twenty (20) years of continuous service	Two (2) weeks

- 19.2 Each period of long service shall be granted no more than once to any employee.
- 19.3 Each entitlement to long service leave shall be taken in a single period.

- 19.4 Subject to the provisions of 18.5 below, long service leave shall be forfeited if not taken within one (1) year of entitlement, or before the date the employee resigns.

For those employees who have completed between five (5) years of service and up to ten (10) years at time of settlement will be entitled to one (1) week of Long Service Leave to be taken within one (1) year.

- 19.5 An employee who becomes eligible for long service leave within two (2) 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.
- 19.6 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.
- 19.7 If an 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 partner 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.
- 19.8 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.

## **20.0 RETIRING LEAVE**

- 20.1 The following shall be entitled to retiring leave as set out in Schedule B, provided that their employment commenced before 1 November 1998. Retiring leave shall be calculated on a pro rata basis according to the employee's record of service.
- 20.1.1 full-time and permanent part-time employees who have completed at least ten (10) years service; or
- 20.1.2 full-time or permanent part-time employees who have completed forty (40) years service if that service commenced before 1 January 1946; or
- 20.1.3 full-time and permanent part-time employees who have established eligibility for retirement on medical grounds. Such employees shall be entitled to retirement leave of sixty five (65) working days where the length of service does not exceed twenty five (25) years, and retirement leave in accordance with Schedule B otherwise.
- 20.2 For employees whose services are dispensed with through no fault of their own, before becoming entitled, by the provisions of this agreement, to retire, the employer will consider granting retiring leave in accordance with this Table:

Qualification Required	Retiring Leave [working days]
Completion of fifteen (15) years service	sixty five (65) days
Completion of ten (10) and under fifteen (15) years service	forty four (44) days
Completion of five (5) and under ten (10) years service	twenty two (22) days

- 20.3 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.
- 20.4 An employee who has more than twenty (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 B.
- 20.5 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.

## 21.0 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

### 21.1 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.

### 21.2 Leave without pay

An employee shall not be entitled to payment for a whole 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 and military leave without pay.

### 21.3 Leave on reduced pay

An employee shall not be paid at ordinary time rate for a whole holiday falling during a period of reduced pay.

## 22.0 PAYMENT OF TAXABLE EXTRA PAYMENT AS HOLIDAY PAY

22.1 For the purpose of this clause:

**"Calculation year"** means the twenty six (26) pay periods (or in some years twenty seven (27) pay periods) falling between 1 October and 30 September as advised annually.

**"Ordinary pay"** means the amount of pay that an employee would be entitled to if the annual leave has been taken during the last pay period of the calculation year. Taxable allowances paid with annual leave are therefore included.

**"Taxable earnings"** means the total taxable earnings received during the calculation year except the following:

- (a) The portion of any arrears of salary, wages or allowance payments which relate to a previous calculation year;
- (b) any non-payable taxable allowances e.g. free accommodation;
- (c) salary, wages and regular taxable allowances paid during absences because of sickness or injury for a complete week at a time. The absence must be for a minimum of five (5) successive working days. Broken periods do not count and are not aggregated; and
- (d) Lump sum payments made in lieu of retiring leave.

**“Average taxable earnings”** means the amount of taxable earnings divided by the number of weeks in a calculation year for which an employee was employed, except for complete weeks of absence for illness or injury.

- 22.2 When an employee regularly has earnings greater than ordinary time as a result of overtime, higher duties allowance (or similar payment) the employer shall pay the difference between average annual taxable earnings and ordinary pay, multiplied by the number of weeks of annual leave entitlement, as holiday pay.
- 22.3 An employee who ceases employment during the calculation year is entitled to any holiday pay due with the final salary payment. Any person employed for less than three (3) weeks in a calculation year is not entitled to an extra payment. Part-time employees may qualify for extra payment if overtime, etc., is worked. Ordinary pay is to be calculated on the basis of average ordinary hours worked.

## **23.0 PROFESSIONAL DEVELOPMENT**

Employees shall be entitled to five (5) days professional development per year subject to:

- (a) each employee submitting a written proposal, using appropriate QMS forms, for approval by the employer.
- (b) reasonable notice being given of proposed activities and the timing of the activities being set with due regard to operational requirements.
- (c) each employee shall be entitled, on provision of receipts, to payment of up to \$1500.00 for course fees and related costs, where approved as part of their professional development plan.
- (d) the employer shall allow employees to carry forward, for up to one (1) year, professional development leave, unused in a current year, subject to the employer’s approval of the employee’s professional development plan.
- (e) the employer’s approval shall not be unreasonably withheld with regard to the provisions contained in this section.

## **24.0 TRAVELLING ALLOWANCE**

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

## **25.0 MEAL ALLOWANCE**

An employee who has been directed to work not less than two (2) hours overtime after a break of at least half( $\frac{1}{2}$ ) 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 up to \$21.45 (1 April 2021 to 31 March 2022) and \$21.72 (1 April 2022 to 31 December 2022) on provision of a receipt.

## **26.0 MOTOR VEHICLE ALLOWANCE**

A motor vehicle mileage rate may be paid to an employee where the employee is requested by the employer to use their own vehicle for legitimate business purposes in relation to specific duties / requirements that need to be attended to / carried out on behalf of the employer. The mileage rate shall be paid at the rate published by the Inland Revenue Department as the suggested cost of running a vehicle per km. This rate would change when IRD publish new rates. Payment of this mileage rate is only applicable when a business vehicle is not available, or in exceptional circumstances where prior approval to use the employee's own vehicle has been specifically approved by the Chief Executive.

## **27.0 SPECIAL ALLOWANCE**

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

## **28.0 HIGHER DUTIES ALLOWANCE**

The following conditions shall apply to all Allied Staff members covered by the Collective.

- 28.1 An employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position shall 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.
- 28.2 To qualify for payment of a higher duties allowance an employee must perform the duties for five (5) consecutive working days.
- 28.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.

## **29.0 TEA PROVISION**

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

## **30.0 PROTECTIVE CLOTHING**

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

~~30.2 — 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.~~

~~30.3 — In addition, an employee shall be provided with protective equipment as specified and in the following circumstances:~~

~~— (a) — 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.~~

~~(b) — eye protection in areas where an employee is subject to risk of injury to the eyes.~~

## **31.0 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.~~

## **32.0 SAFETY FOOTWEAR**

~~The following conditions shall apply to all Allied Staff members covered by the Collective.~~

~~32.1 — 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.~~

~~— Where an eligible employee, with the employer's 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 31.4 below.~~

~~32.2 — The entitlement to this reimbursement payment shall be limited to one (1) 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 (1) year period, the employer may reimburse the employee for an additional pair of safety footwear.~~

~~— No more than two (2) pairs of safety footwear will be reimbursed in any one (1) year and the cost of the second (2<sup>nd</sup>) pair shall be reimbursed only on the production of the worn out boots which shall remain with the employer.~~

~~32.3 — An employee who ceases to be employed by the employer before completing twelve (12) months continuous service shall refund to the employer one twelfth (1/12<sup>th</sup>) of the initial cost reimbursed for each uncompleted month of the twelve (12) month period.~~

~~32.4 — The employer's consent is required prior to purchase.~~

### **33.0 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.

### **34.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

~~— The procedures set out in Schedule C of this Agreement shall apply in respect to a dispute between the parties concerning the interpretation, application or operation of this agreement or to the settlement of any personal grievance that may arise.~~

### **35.0 TECHNOLOGY**

The provisions for the introduction of and working with new or existing technology as contained in Schedule D of this agreement shall apply.

### **36.0 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.~~

### **37.0 ORGANISATIONAL CHANGE**

#### **37.1 Intent**

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

#### **37.2 Application**

These provisions **do not** apply to employees who are on fixed term or temporary agreements, or to casual or hourly paid employees (as defined under Clause 2.0 of this agreement).

#### **37.3 Definition**

Redundancy is a situation where the position filled by the employee has or will become surplus to existing requirements / needs of the employer and as a result, the person holding that position is to be dismissed.

#### **37.4 Procedures**

##### **36.4.1 Consultation**

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

##### **36.4.2 Notification**

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

### **37.5 Options**

In the event that the employer proceeds with its proposal to reorganise or make an individual redundant the following options will be considered on a case-by-case basis by the employer' where appropriate as alternatives to redundancy:

**36.5.1 Reassignment** (meaning placement by the employer in a substantially similar position, on the same employment terms and conditions at the same locality).

**37.5.2 Redeployment** (meaning an agreed transfer to an alternative position within the polytechnic notwithstanding that the alternative position may involve a significantly different position description and/or different terms and conditions of employment; redeployment may also include an agreed transfer to a new employment locality).

**37.5.3 Early retirement** (meaning an agreement to retire ahead of schedule in return for an agreed sum of compensation or some other mutually satisfactory arrangements).

**37.5.4 Voluntary redundancy** (meaning that instead of compulsory redundancies the employer may call for expressions of interest from those willing to resign in return for a severance package provided that in the interests of maintaining an effective and efficient workforce, the employer may choose to decline any or all such applications).

#### **37.5.5 Reassignment**

For the avoidance of doubt, where the employee is offered reassignment by the employer the employee's position will not be considered redundant and the employee will not be entitled to severance payment whether or not the employee accepts the offer of reassignment.

#### **37.5.6 Redeployment**

Where an employee accepts an offer of redeployment the employee will lose the right to severance payment provided that if the remuneration applicable to the new position is less than that received by the employee in his/her former position, the employer will offer the employee either one of the following by way of equalisation;

- A one-off payment equal to one and one half (1½) times the annual value of the difference between that employee's former remuneration and the 100 per cent market rate applicable to the employees new position, following which the employee will thereafter be paid at that lower rate under the new position; or
- Continue to employ the employee on the remuneration level applicable to his/her former position for a period of one (1) year from the date upon which the employee is redeployed following which the employee will be paid at the 100 per cent market rate applicable to his/her new position.

### **37.6 Redeployment on a trial basis**

- (a) An employee who is under notice of redundancy and has been offered redeployment has an option to agree to a trial period of three (3) months in the redeployed position ("trial redeployment"). The trial redeployment runs for a period of three (3) months commencing from the date the employee commences employment in the redeployed position.
- (b) The employer will use the trial redeployment as an opportunity to assess the viability of the position into which the employee has accepted trial redeployment and the employee's ability to carry out the duties of the redeployed position.
- (c) The parties may agree to an extension of the trial redeployment for retraining purposes ("extended period"). Any agreement for an extended period must:
  - i. Be in writing and signed by both parties; and
  - ii. Specify the date on which the extended period ends.



- (d) If the employee works beyond the trial redeployment or an extended period the employee will be deemed to have accepted employment in the redeployed position and will no longer be entitled to his/her severance payment.
- (e) Notwithstanding (a) above the employer may terminate the trial redeployment or extended period, at any time prior to the expiry of the trial period (“early termination”).
- (f) Where the employer effects early termination under (e) and except where the early termination is as a result of the employee’s conduct, the employee will be entitled to the severance payment he/she would have received had the employee not accepted the trial redeployment.

### 37.7 Unexpired Notice period

An employee who has been declared redundant and who finds other employment with another employer during the period of notice may, with the consent of the employer (which consent shall not unreasonably be withheld) terminate the employee’s employment prior to the expiry of that period of notice and will still be entitled to receive his/her severance payment.

### 37.8 Severance

For the purposes of these provisions:

- (a) Salary is defined as taxable earnings
- (b) ‘Service’ is defined in Clause 16

Payment will be made in accordance with the following:

Where an employee (other than a fixed-term or casual employee) is declared redundant by the employer due to staff surplus, and provided the employee has completed twelve (12) months continuous service, severance payment shall be made in accordance with the following:

Employees who have completed less than twelve (12) months continuous service, will receive the calculation contained in (d).

- (a) Employees who have completed twelve (12) months **or more** continuous service, will receive eight (8%) of the salary for the preceding twelve (12) months; and
- (b) Four per cent (4%) of salary for each **subsequent** year of employment minus one multiplied by the number of years service, up to a maximum of nineteen (19); and
- (c) 0.33% of salary for completed months in addition to completed years of service.
- (d) 16% of current taxable salary plus any regular taxable allowances paid on a continuous basis, or the appropriate proportion of this amount for the preceding twelve (12) months service, will be payable in lieu of any notice not worked regardless of the length of service.

### **37.9 Statutory Employee Protection Provision**

- 37.9.1 If the employer enters into any contract or arrangement with any person (the New Employer) under which the whole or part of the employer's business is undertaken for the employer by the new employer, or if the employer sells or transfers the whole or part of its business to the new employer, the employer, if required by law, will:
- (i) Seek to raise for discussion with the new employer prior to such restructuring the extent to which restructuring may affect employees; and
  - (ii) Where employment may be affected, advise the outcome of this to the Union.
- 37.9.2 In the circumstances stated in clause 36.9.1, matters which the employer will seek to raise in discussions with the new employer will include:
- (i) Whether or not the new employer will make offers of employment to the employer's employees and if so, whether employees will be offered employment in the same capacity;
  - (ii) Whether the conditions of employment offered will be the same or no less favourable than the employee's conditions of employment; and
  - (iii) Whether service with the employer will be treated as continuous service with the new employer.
- 37.9.3 At the time of any such restructuring, the employer, if required by law, will:
- (i) review the contractual and statutory entitlements of any employee whose employment is affected by the restructuring but does not transfer to the new employer, by considering the employment agreement of that employee together with the employer's employment policies existing at the time and the employee's personnel records; and
  - (ii) Notify individual entitlements to the Union.

### **37.10 Technical Redundancy Situations**

- 37.10.1 Where an employee's employment is being terminated by TPPL by reason of the sale or transfer, including contracting out, of the whole or part of its business, nothing in this agreement or any other agreement shall require the employer to make severance payment to the employee if:
- (i) the new employer has offered the employee employment in the business, or the part being sold or transferred; and
  - (ii) has agreed to treat service with TPPL as if it were continuous service with the new employer; and
  - (iii) the conditions of employment being offered to the employee by the new employer are the same as, or no less favourable than, the employee's conditions of employment, including any service related and redundancy conditions' and
  - (iv) the offer of employment by the new employer is an offer to employ the employee in that business either:
    - in the same, or substantially the same capacity as that in which the employee was employed OR
    - in a capacity that the employee is willing to accept.

37.10.2 For the purpose of clause 36.10.1 the word transfer includes a merger of a part or whole of TPPL with any part or whole of any other institution or organisation, and the word transferred includes the word merged.

### **37.11 Rights of Employees Declared Surplus**

#### **37.11.1 Time off to attend interviews**

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

#### **37.11.2 Confirmation of Employment**

The employer will supply to all surplus employees a letter confirming employment.

#### **37.11.3 Counselling**

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

#### **37.11.4 Employees on Leave**

An employee who is declared surplus and who is on parental leave, absent due to extended illness, on accident compensation, on approved special leave without pay, or on secondment to an external organisation will be covered by the surplus staffing provisions of this agreement. Only a maximum of one (1) year of the leave period will be used in severance calculations.

## **38.0 STOPWORK MEETINGS**

~~38.1 The employer shall allow every employee who is a member of TIASA and covered by this agreement to attend, on ordinary pay, meetings to a total of four (4) hours, but not exceeding two (2) hours duration, in each year. Ratification meetings requested by the employer will be additional to paid meetings.~~

~~38.2 The union shall give the employer at least fourteen (14) days' notice of the date and time of any meeting to which subsection 37.1 applies.~~

~~38.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.~~

~~38.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two (2) hours in respect of any meeting.~~

~~38.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.~~

## **39.0 UNION FEE DEDUCTIONS**

~~39.1 The manner of deduction and the remittance of subscriptions and any commission payable shall be determined by agreement with the national secretary of the union.~~

~~39.2 The employer, when requested in writing by the union, shall, within one (1) month of receipt of such request, supply to the union a list of all employees. Such requests shall not be made to the employer at intervals of less than six (6) months.~~

## **40.0 RIGHT OF ACCESS**

~~As per s20A of the Employment Relations Act and amendments, an authorised officer (who may be the Chief Executive or Employment Relations Adviser or a Designated Representative) of TIASA, shall be entitled to enter at all reasonable times upon the premises for the purpose of recruiting any workers represented by the Union, or enforcing this agreement, including access to wages, holiday and time records of members, provided this does not interfere with the normal business of the Polytechnic.~~

## **41.0 MINIMUM ADULT WAGE**

Upon attaining twenty (20) years of age all employees shall receive the Minimum Adult Wage as prescribed by the Minimum Wage Act 1983.

## **42.0 JURY SERVICE**

An employee called on for jury service shall be entitled to Special Leave on pay for the duration that the duty requires. The staff member shall reimburse TPPL with any fees received but shall be entitled to retain any expenses paid by the Department of the Courts.

## **43.0 TERM OF AGREEMENT**

~~When signed by both parties, this agreement shall be deemed to have come into force on 1 April 2021 and shall continue in force until 31 December 2022.~~

## **44.0 BRANCH CHAIR TIME**

~~TPPL recognises the workload associated with the position of TIASA Branch Chair. The polytechnic will support this position by allowing reasonable work time to be used in support of polytechnic staff both when they self refer and when requested by management.~~

This Agreement was signed by the parties as follows:

\_\_\_\_\_

**Alex Cabrera**  
Chief Executive  
of Tai Poutini Polytechnic Limited  
  
(the Employer)

Dated: \_\_\_\_\_

\_\_\_\_\_

**Peter Joseph**  
Chief Executive of TIASA  
  
(the Union)

Dated: \_\_\_\_\_

## SCHEDULE A - Salaries

### 1.0 Allied Staff Remuneration Schedule

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 in board 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. All positions with the following or similar designations: librarian; deputy librarian, assistant librarian, library assistant and cleaners, grounds / facilities and maintenance personnel.

1.2 Salaries payable to positions are:

Grade	Salary As of 01/04/2020 2% pa	Salary As of 01/04/2021 Grade 6 Step 1 and above 1.6% Grade 5 Step 3 and lower \$1,050	Salary As of 01/04/2022 1.25 %
13	\$115,522	\$117,370	\$118,837
	\$111,606	\$113,392	\$114,809
12	\$107,826	\$109,551	\$110,920
	\$104,179	\$105,846	\$107,169
11	\$100,661	\$102,272	\$103,550
	\$97,265	\$98,821	\$100,056
10	\$93,986	\$95,490	\$96,684
	\$90,826	\$92,279	\$93,432
9	\$87,774	\$89,178	\$90,293
	\$84,828	\$86,185	\$87,262
8	\$81,989	\$83,301	\$84,342
	\$80,144	\$81,426	\$82,444
7	\$78,514	\$79,770	\$80,767
	\$74,854	\$76,052	\$77,003
	\$72,109	\$73,263	\$74,179
6	\$68,824	\$69,925	\$70,799
	\$66,813	\$67,882	\$68,731
	\$64,866	\$65,904	\$66,728

<b>Grade</b>	<b>Salary As of 01/04/2020</b> 2% pa	<b>Salary As of 01/04/2021</b> Grade 6 Step 1 and above 1.6% Grade 5 Step 3 and lower \$1,050	<b>Salary As of 01/04/2022</b> 1.25 %
5	\$61,158	\$62,208	\$62,986
	\$59,389	\$60,439	\$61,194
	\$57,679	\$58,729	\$59,463
4	\$54,411	\$55,461	\$56,154
	\$52,855	\$53,905	\$54,579
	\$51,346	\$52,396	\$53,051
3	\$48,468	\$49,518	\$50,137
	\$47,097	\$48,147	\$48,749
	\$45,769	\$46,819	\$47,404

*Grade 2 all steps deleted effective September 2021*

## **MEMORANDUM**

The parties agree to enter into negotiations for the renewal of this Agreement prior to its expiry date.



## SCHEDULE B – Retirement Leave

### 1. RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

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

## SCHEDULE C – Resolution of Employment Relationship Problems

~~This schedule provides a plain language explanation of the services available for the resolution of employment relationship problems.~~

### ~~FIRST STEPS FOR SOLVING A PROBLEM~~

~~If problems do arise the Employer and Employee(s) should try to solve the problem themselves. The following steps should be followed-~~

#### ~~1. Clarify the Facts~~

~~Clarify why and exactly what is the problem. Determine the facts about what has happened and write these down including the dates, times, places and people involved. Check that what you think has happened or is happening is not based upon an assumption or a misunderstanding.~~

#### ~~2. Communicate~~

~~Meet with the people involved and try to resolve the problem by discussing it openly and suggesting solutions. All parties involved are responsible for this. A neutral person might be asked to facilitate the meeting. Employees covered by this Collective Employment Agreement can ask TIASA to approach the other party on their behalf.~~

#### ~~3. Mediation~~

~~If the problem is not resolved by discussion, either party may:~~

- ~~(a) participate in mediation provided by the Employment Relations Service (or the parties may agree to get their own mediator);~~
- ~~(b) choose to have the mediation provided by the Employment Relations Service decide the matter. Such decision will be binding upon the parties;~~
- ~~(c) refer the problem to the Employment Relations Authority for a decision and if not satisfied with a determination of the Authority, go to the Employment Court for a judicial hearing.~~

### ~~PERSONAL GRIEVANCES~~

~~The Employment Relations Act gives all employees the right to pursue a personal grievance if they think that they have been –~~

- ~~• unjustifiably dismissed;~~
- ~~• disadvantaged by an unjustifiable action on the part of their employer;~~
- ~~• discriminated against on the basis of their colour, race, ethnic or national origins, sex, marital or family status, age, disability, religious or ethical belief, political opinion, employment status, sexual orientation or involvement in union activities;~~

- sexually or racially harassed at work;
- subjected to duress because of their membership or non-membership of a union.

Employees who believe they have a personal grievance should follow the first steps given above. However, some special requirements apply to personal grievances.

Employees must raise their personal grievance with the Employer and say that they want something done about it. Employees must do this within ninety (90) days of the action complained of or the date they became aware of it, whichever is the later. In certain exceptional circumstances, the Employment Authority may allow an Employee to raise a grievance after the ninety (90) day limit.

Employees may not start a personal grievance in the Employment Relations Authority more than three (3) years after raising it with the Employer.

## **DISPUTES**

If employers or employees believe that their employment agreement has been breached or changed without their agreement they should follow the first steps above.

Employees covered by this Collective Employment Agreement can ask TIASA for assistance.

If the first steps do not achieve a resolution the parties can take one of these actions-

- If there is disagreement about what the agreement means or how it should be applied or operated, they can approach the Employment Relations Authority to decide for them.
- If one party believes that the other party has breached the agreement that party can ask the Employment Relations Authority to deal with the breach.

## **BREACH OF EMPLOYMENT LAW**

If either the Employer or the Employee is thought to have breached any law affecting the employment relationship, the parties should follow the "first steps" above for solving workplace problems.

If the matter is not resolved, the Employer, Employees or TIASA can:

- Apply to the Employment Relations Authority for a compliance order if the Employee believes the Employer has breached (or the Employer believes that the Employee or TIASA has breached) the Employment Relations Act. Examples of breaches of the Employment Relations Act include such matters as union access to workplaces, union meetings, informing new employees about their rights, providing a reason for dismissal, getting the work of striking employees done by other workers, keeping time and wage records, unlawful strikes or lockouts, failure by TIASA to comply with its rules or obligations to deal with each other in good faith;
- Apply to the Employment Relations Authority for a penalty action if the Employee believes that the Employer (or the Employer believes that the Employee or TIASA has breached) the Act in relation to any of these matters, except good faith or providing reasons for dismissal;

~~In addition, Employees or TIASA can ask a Labour Inspector to investigate the matter on their behalf if the Employer is believed to have breached laws such as the Minimum Wage Act or the Holidays Act. Labour Inspectors can enforce the laws that relate to certain statutory minimum entitlements such as annual leave, sick leave, public holidays and minimum wages.~~

## **SCHEDULE D - Technology**

The employer shall recognise her/his responsibility for the protection of the health and safety of employees operating electronic technology, and shall comply with the latest protective guidelines contained in the Department of Labour, Occupational Safety and Health Service Approved Code of Practice on Visual Display Units (1995) or any other relevant VDU code subsequently introduced and agrees to apply this any time visual display units are used by employees.

When an employer is considering the introduction of new technology the employees likely to be affected will be fully consulted. The employees are entitled to representation of their choice throughout the process.

The minimum requirements for the placement and use of photocopiers and multi-lithe machines are:

- a. access/ventilation space required on all sides of unit;
- b. employees shall not be seated within four metres of the machine;
- c. the machine should not in any circumstances be sited in a room of volume less than four point five (4.5) cubic metres;
- d. large machines are to be located in a separate room specifically for the purpose with adequate mechanical ventilation;
- e. where photocopiers are located in open plan offices every effort shall be made to minimise excessive heat and noise.

Employees who work continuously at VDU terminals will be provided with relief by variations in work, or by regular breaks.

### **Training**

When new technology is introduced to the workplace for use by the employee, appropriate training should be provided as a matter of course.

Employees are entitled to ongoing training in recognition of the importance of keeping up with changing work patterns and technology. No employee shall be required to undertake training outside of work hours. Where it is agreed that training is both necessary and available only outside of work hours, the employee shall be given full pay or equivalent time off for the period of such training.

### **Reimbursement for changing eyesight:**

Employees shall, where work involves significant use of a VDU, provide the results of any optometric test to enable monitoring of eyesight and be reimbursed as follows:

- a) corrective lenses, if these are necessary for VDU work and are prescribed, reimbursement will be a maximum of \$150.00 for single vision, clear glass lenses or contact lenses. Optional features will not be reimbursed. This may be claimed at the time when any new prescription lenses are required.
- b) a once only contribution of \$100.00 towards the cost of the first frame will be made.

## **SCHEDULE F - Criteria for Progression**

Allied staff are expected to take responsibility for the quality of their own outcomes. Progression will occur through the successful achievement and meritorious performance of the criteria listed below.

1. \*\*\*Complete all allocated tasks and responsibilities as per the position description to the satisfaction of the line manager.
2. \*\*\*Achieve all the performance appraisal objectives unless prevented by explainable and justified reasons.
3. \*\*\*Demonstrate self-direction, self-control and take more responsibility, ownership and initiative through work planning and scheduling activities that requires less line management supervision.
4. \*\*\*Complete their professional development objectives for the performance appraisal period.
5. Professional relationships that are solution focused and proactive are achieved across departmental functions.
6. Participate in working groups inter and intra departmentally across the broader professional and academic functions of the organisation.
7. Mentor, coach and / or “buddy” new staff.

\*\*\* Essential criterion for incremental progression.

## Amendments

Changes to the original agreement:

a) the following sentence is added to the original agreement:

Clause 5.1. A common anniversary date for the purpose of performance appraisals and increments will be 1st April.

b) the following substitutions will have effect in the original agreement:

Clause 15.5.2. Fourteen (14 weeks) is changed to twenty-six (26) weeks.

Clause 19.0.1 reference to 18.2 to 18.8 clauses is changed 19.2 to 19.8.



Te Pūkenga – Tai Poutini Polytechnic division and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

## 2023 SALARIES AND RATES

Paid and printed rates for the Tai Poutini Polytechnic division 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.

Salaries payable to positions are:	Salary AS of 1/1/2023
Grade	
13	\$123,590
	\$119,401
12	\$115,357
	\$111,456
11	\$107,692
	\$104,058
10	\$100,551
	\$97,169
9	\$93,905
	\$90,752
8	\$87,716
	\$85,742
7	\$83,998
	\$80,083
	\$77,888
6	\$74,339
	\$72,168
	\$70,064
5	\$66,135
	\$64,254
	\$62,436
4	\$58,962
	\$57,308
	\$55,704
3	\$52,644
	\$51,186
	\$49,774