



Allied Staff

Collective Employment

Agreement

1 January 2021 to 31 December 2022

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1.0 AGREEMENT COVERAGE

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

~~Wellington Institute of Technology Ltd (WelTec) a subsidiary of Te Pūkenga the employer~~

~~And;~~

~~Tertiary Institutes Allied Staff Association (TIASA Te Hononga) the union~~

~~1.2.1 This agreement shall apply and be binding on:~~

~~(a) The parties to this agreement and;~~

~~(b) Subject to clauses 1.2.2 and 1.2.3 below, those employees who are engaged in the following allied work:~~

~~Administration, Financial Services, Secretarial and Clerical, IT Services/Computing Services, Marketing, Communications, Public Relations, Recruiting, Liaison, Career Counselling, Library, Technical Support, Telephone and Mail Services, Payroll, Registry, Supervisory Management, Human Resources Advisors and Facilities Management and Maintenance.~~

~~(c) All WelTec staff who are currently under coverage; and any roles with WandW agreements and the former W2 that would come under the coverage clause of either collective are deemed to be covered either by the Whitireia or WelTec collective agreements.~~

~~1.2.2 Excluded from coverage are those who are appointed to positions designated as senior positions in terms of Section 74D of the State Sector Act 1988.~~

~~1.2.3 Excluded from coverage also are academic staff and Senior Human Resources Advisors.~~

~~1.3 Any staff member covered by this Agreement who is subsequently offered and accepts an individual employment agreement for senior staff (being the holder of a position designated as a senior position in terms of Section 74 (d) of the State Sector Act 1988) shall cease to be a party to this Agreement.~~

~~1.4 WelTec agrees to recognise TIASA Te Hononga as the union for staff covered by this Agreement and who have chosen to be members of TIASA.~~

~~1.5.1 The employer will:~~

~~i. Inform the Employee that this Agreement exists and covers the work to be done by the Employee; and~~

~~ii. Provide the Employee with a copy of this Agreement; and~~

~~iii. Inform the Employee that she/he may join TIASA and advise the employee how to contact TIASA; and~~

~~iv. Inform the Employee that if the Employee joins TIASA, she/he will~~

~~be bound by the Agreement.~~

1.5.2 Any employee who is able to be covered by this Agreement by virtue of the coverage clause will be covered by the terms of this agreement. All previous terms of employment expressed in that employee's Individual Employment Agreement shall cease to apply from the time they become covered by this Agreement, including any leave allowance paid to reflect the difference in leave conditions between an individual agreement and this Collective. Where the employee's salary on his/her individual employment agreement is not equivalent to an incremental step on the relevant scale and grade, the employee will translate to the next higher step but on the following basis:

- i. The employee's salary under their individual employment agreement shall be the employee's substantive salary on transition to this collective agreement; and
- ii. Where a salary differential occurs and if there are reasonable grounds for doing so:
 - (a) A job evaluation of that position shall be conducted within 1 month.
 - (b) If that job evaluation supports an increase in salary, the salary shall so increase as suggested provided, that no such increase shall be greater than the next highest step referred to in this clause.
 - (c) Where a differential remains a holding allowance shall be used to maintain the substantive salary and shall be abated by subsequent movement in the taxable base salary.
 - (d) Such abatement shall be not more than the increase in taxable base salary.
- iii. If there are not reasonable grounds for carrying out a job evaluation, or if the job evaluation does not support an increase in salary, any future increase will be in accordance with the provisions of this Collective."
- iv. For the purposes of this Clause 'reasonable' means:
 - (a) There are significant differences, or there is doubt about significant differences in conditions of employment, either real or implied, between the individual employment agreement and the Collective, and/or
 - (b) There are significant differences in the purpose of the role, which includes responsibilities and skills.

1.6 Variation of the Agreement:

~~WelTec and TIASA acknowledge that circumstances may arise during the term of this Agreement that warrant variation to the original terms. Such variation may affect all or any number of staff.~~

~~The parties agree that the following process will be followed where a variation is proposed:~~

~~The party wishing to initiate variation shall forward to the other party a written proposal to vary the agreement. Such proposals shall be received no later than one month prior to the variation's proposed commencement date.~~

~~Those staff directly affected by the proposal shall meet with TIASA and be appraised of the proposal. Those staff directly affected shall be balloted to determine their acceptance or not to the proposal. A simple majority of 50% +1 (of those present) shall be required to carry the proposal.~~

2.0 DEFINITIONS

~~"WelTec" means the chief executive of the institution named as the employer party to this Agreement, or any manager acting with his/her delegated authority.~~

"Institute" means polytechnics, institutes of technology, technical institutes and community colleges, and any corporation, trust or enterprise established by WelTec or the governing body of the employer party to this Agreement.

"Staff member" means a person employed in terms of clause 1 of this Agreement.

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

"Substantive salary means taxable base salary and any market allowance paid.

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

"Fixed term employee" means a staff member 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 Te Hononga).

"Casual staff member" means those staff employed on an as and when required basis without any commitment from either party as to an ongoing employment relationship. Each engagement (unbroken period of work) will be treated as a

separate employment relationship. The conditions of employment of casual staff will be as follows:

- Casual staff will be paid on an hourly basis, based on the appropriate salary grade and step as established by the Institute.
- Payment will be made on the Institute's fortnightly pay day by direct credit to their bank account.
- Holiday pay will be paid on an "as you go" basis at the rate of 8%.
- Casuals will be entitled to be considered for any annual increment or salary review for the appropriate occupational group, grade and salary step when they have accumulated the required level of service based on number of days actually worked at WelTec without a break of longer than 3 months.
- Casuals will be entitled to paid sick leave only where they have been already engaged to work the particular day. The level of paid sick leave entitlement will also be based on the accumulated level of service in number of days actually worked at WelTec without a break of longer than 3 months.

No other conditions will apply.

3.0 TERMS OF EMPLOYMENT

3.1 Trial and notice periods:

- ~~_____ (a) At the discretion of WelTec, every person (other than a fixed term appointee) who is first appointed, or reappointed after a break of employment from the Institute may be required to undergo a trial period of up to three months.~~
- ~~_____ (b) WelTec may in individual cases, for good reason, extend the period of trial for a specified reason and for a period of time that shall not exceed three months. A staff member will be notified in writing.~~
- ~~_____ (c) Staff on trial will continue to be employed on trial until their appointment to WelTec is formally confirmed or terminated.~~
- ~~_____ (d) If no such formal action is taken within two weeks of the trial period (including any extension) expiring, appointment to WelTec is automatically confirmed.~~
- ~~_____ (e) Except as provided in (f) below, no staff shall terminate their employment or have their employment terminated by WelTec without at least one months' notice in writing. The period of notice may be varied by agreement. In the case of redundancy two months' notice shall be given or any other period as agreed.~~
- (f) For all staff on trial, two weeks' notice of termination of employment shall be given by either party.
- (g) WelTec shall, before the expiration of any notice given under subclauses (e) and (f) of this clause, and with the staff member's consent pay to the staff member concerned the salary he/she should have earned during the unexpired portion of that notice; and the

termination shall then take effect immediately.

- (h) Nothing in (e) and (f) above shall preclude WelTec from summarily dismissing a staff member for serious misconduct. In every case a staff member will be provided with written notice of the reason(s) for dismissal.

3.2 Abandonment

Where an employee is absent from work for more than five working days and;

- Has been absent without authorisation;
- Has not been heard from; and/or
- Has not notified the employer;

They shall be deemed to have terminated their employment without notice and to be in breach of their employment agreement.

The employer shall make all reasonable efforts to contact the employee during this period. If however, the employee was unable through no fault of their own to notify the employer, they shall not be deemed to have abandoned their employment.

3.3 Retirement

Staff will not be required to retire at any specific age. Retirement for the purposes of Clause 18 shall be deemed to be where an employee resigns from employment at WelTec to withdraw from the workforce, or where as agreed to by WelTec, they retire on medical grounds.

4.0 SALARIES

- 4.1 Rates of annual salaries to be paid to staff are listed in Schedule A of this Agreement. These are minimum rates.
- 4.2 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.
- 4.3 All salaries shall be paid to the staff member by direct credit to his/her nominated account.
- 4.4 Salaries will be reviewed on 1 April each year. Movement to the next step in a Grade will be based on at least meeting performance objectives. Movement to a higher Grade will be based on exceeding performance objectives.

Staff members employed between December and March will wait until the following year for their review.

- 4.5 WelTec may withhold such increments if in the opinion of WelTec the staff member's performance is unsatisfactory. When an increment is withheld, the staff member shall be advised in writing of the reason(s).

- 4.6 WelTec may allow additional or accelerated salary steps.
- 4.7 A profile of salaries paid to Allied Staff at WelTec shall be made available to TIASA Te Hononga at the end of each financial year or such other time as may be agreed. The profile will list salaries paid to employees by paid rate, gender and length of employment. Other information requests will be dealt with in terms of the Employment Relations Act, the Privacy Act and the Official Information Act.

5.0 HOURS OF WORK

5.1 The following provisions shall apply to all Staff (excluding Library and Learning Commons Customer Service Staff)

- 5.1.1 Subject to the provisions of subclauses 5.1.3 to 5.1.9 below, to the public holiday provisions in clause 9 and authorised leave of absence, a staff member shall normally observe the following ordinary hours of work:

Scale A: 37 hours 30 minutes 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.

- 5.1.2 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.

- 5.1.3 Changes in hours of work:

(i) No existing staff member covered by this agreement and employed by the Institute prior to 15 August 1992 shall be required to carry out Saturday work other than by agreement.

(ii) Staff employed pursuant to the terms of this Agreement prior to 15 August 1992 shall not have their existing hours of work altered other than by agreement between the staff member and WelTec.

- 5.1.4 (i) Any work to be undertaken on a Saturday shall in the first instance with two weeks' notice be offered to any staff member 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 WelTec 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.

- 5.1.5 Scale B: Such hours are prescribed below for a specific occupational class or classes.

- 5.1.6 Subject to the provisions of 5.1.7 below, a staff member on Scale

A (see paragraph 5.1.1) may be required temporarily to start and/or finish ordinary hours of work outside the hours specified in 5.1.1. above.

- 5.1.7 All ordinary hours worked outside those specified in 5.1.1 and 5.1.2 above shall be paid at the rate of T1 ½ for the first three hours and T2 thereafter.
- 5.1.8 A staff member shall be allowed two rest breaks of 10 minutes each day, in the morning, afternoon or evening at times specified by the staff member's controlling officer.
- 5.1.9. The parties acknowledge that WelTec requires business flexibility to meet the changing needs of students and their learning. To that end the parties recognize that some operational flexibility will be required. Therefore, WelTec may from time to time and by agreement with TIASA adopt a system of flexible work arrangements (including hours and days of work).

5.2 The following conditions shall apply to the Library and Learning Commons Customer Services Staff

- 5.2.1 Ordinary hours of work shall be up to 37 hours 30 minutes per week. These will normally be worked in 5 consecutive 7.5 hour days, Monday to Friday, between 8 am and 6pm.
- 5.2.2 Other flexible working arrangements, with current Employees, involving ordinary hours of work not exceeding 75 hours per fortnight may be agreed between the Employer and the Employee's concerned and TIASA. Where such agreement has been reached the penal rate provisions (Clause 6.2.8) will not apply in respect of the ordinary hours agreed.
- 5.2.3 For staff rostered for shift duties, the ordinary hours of work shall be 7 ½ hours a day and 37 ½ hours a week to be worked on five days of the week.
- 5.2.4 Each staff member shall be allowed rest breaks of 10 minutes each in the morning and afternoon at times specified by her/his controlling officer.
- 5.2.5 Subject to clause 5.1.6, each staff member shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 5.2.6 No staff 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 AND PENAL TIME

6.1 The following conditions shall apply to all Staff (excluding Library and Learning Commons Customer Service Staff)

6.1.1 "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 public holiday: all time worked.

6.1.2 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 hours 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's break.

6.1.3 Wherever practicable, no staff 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's 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 ½) 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 10 p.m. and 6 a.m.;

(ii) Between midday Saturday and 6 a.m. on Monday; and

6.1.7 A staff member 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 purpose of this clause, references to Grades and Steps are to the Executive/Clerical occupational class salary scale as prescribed in Schedule A. 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:** A staff member in receipt of the following salary (including higher duties allowance) or more is not entitled to overtime payments:

01/01/2020	01/01/2021	01/01/2022
\$59,377	60,268	61,082

- (ii) **Limit to earnings:** For a staff member in receipt of a salary (incl. higher duties allowance) of less than the eligible limits, the limits to earnings are:

Effective from:	Annual salary incl. higher duties, adult or dependants allowance	Annual limit of gross amount paid for salary, higher duties, adult or dependants allowance and payments from overtime.
01/01/2020	to \$54,186 p.a.	\$55,039 p.a.
01/01/2021	to \$54,999 p.a.	\$55,865 p.a.
01/01/2022	to \$55,741 p.a.	\$56,619 p.a.
	From	
01/01/2020	\$54,186 to \$63,113 p.a.	An amount equal to the total of the staff member's annual salary and \$1,112
01/01/2021	\$54,999 to \$64,060 p.a.	
01/01/2022	\$55,741 to \$64,925 p.a.	
	From	
01/01/2020	\$61,332 to \$63,113 p.a.	\$63,113 p.a.
01/01/2021	\$62,252 to \$64,060 p.a.	\$64,060 p.a.
01/01/2022	\$63,092 to \$64,925 p.a.	\$64,925 p.a.

- (iii) **Limit to hourly rate:** The maximum hourly rate for overtime and penal time shall be as follows:

01/01/2020	01/01/2021	01/01/2022
\$27.59 per hour	\$28.00 per hour	\$28.38 per hour

this Agreement approved time off in lieu may be taken as follows:

- a) Time off in lieu of one hour for each hour of overtime worked; or
- b) Where time off in lieu is taken, it must be approved in advance and taken at times convenient to the Institute's operations.
- c) Time off in lieu may be accumulated to a maximum of 37.5 hours.
- d) Where a public holiday is worked then compensation is at time and a half for the hours worked and where this is a normal working day an 'alternative day' (day off in lieu) is provided.
- 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 6.1.6.

6.2. The following conditions shall apply to the Library and Learning Common Customer Services Staff

6.2.1 Overtime and penal time: Subject to the provisions of 6.2.2 below, overtime is 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 on a Saturday, Sunday or recognised holiday.

6.2.3 Overtime rates:

Subject to the provisions of 6.2.10 below and 6.2.4 and 6.2.7 below overtime shall be paid at the rate of time one and a half (T1 ½) 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 10 p.m. and 6 a.m.;
- (ii) Between midday Saturday and 6 a.m. Monday;
- (iii) On public holidays.

6.2.4 A staff member required to work overtime on a Saturday, Sunday or recognised holiday shall be paid a minimum payment equal to three hours at the appropriate rate.

6.2.5 By mutual agreement time off on the basis of one hour for each hour worked may be granted in lieu of payment at the overtime rate prescribed in this clause. Except when a staff member works on a public holiday, then the provisions of the Holidays Act 2003 and its amendments will apply, refer to 6.1.9 (c).

- 6.2.6 Time off in lieu of overtime shall be taken at a time mutually convenient to the staff member and WelTec.
- 6.2.7 When overtime is worked, it shall be so arranged that a staff member 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 a staff member a nine hour's break shall be paid as if they had been worked. If a staff member is directed to recommence work without having had such a nine hour's break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine hour's break has been given.
- 6.2.8 Penal rates: Subject to the provision of 6.2.10 below, penal time shall be paid at the following rates in addition to normal salary:
- (a) On or after midnight Friday to midday Saturday at time half (T1/2), for the first three hours, then double time (T2), thereafter.
 - (b) Midday Saturday to midnight Sunday/Monday at double time (T2).
 - (c) Service holidays: double time rate (T2).
- 6.2.9 Computation of overtime and penal rates: For the purposes of calculating the hourly rate, annual salary shall be divided by 2,088.
- 6.2.10 Limits on payment for overtime and penal time: The provisions of 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.
- 6.2.11 Night rate:
- (a) Subject to the provisions of (b) below, full time and part time staff working at night, who receive no other special compensation specifically for this work, are to be paid a penal rate for T $\frac{1}{4}$ 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 to night rates 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.
- 6.2.12 Night rate allowance:

The maximum hourly rate shall be as follows:

01/01/2020	01/01/2021	1/01/2022
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\$7.28

\$7.39

\$7.49

7.0 CALL BACK

- 7.1 Subject to the provisions of 7.2 and 7.3 below, where a staff member is called back to work after:
- (i) Completing the day's work; and
 - (ii) leaving the place of employment; or,
 - (iii) is called back before the normal time of starting work and does not continue working until such normal starting time;
- The staff member 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 A call back which commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the staff member had worked continuously from the beginning of the previous call back to the end of the latter call back.

8.0 ANNUAL LEAVE

- 8.1 Subject to the provisions of 8.2 to 8.4 below, staff shall be granted annual leave as follows:
- a) WelTec staff members who were TIASA members at the time of ratification in November 2008 are entitled to 5 weeks annual leave effective 1 February 2009.
 - b) Subject to the provisions of 8.2 and 8.4 below, all TIASA staff shall be granted annual leave as follows:
 - i. Four weeks annual leave each year, and
 - ii. On completion of five years' service, five weeks annual leave each year

Easter Tuesday and non-statutory days between Christmas and New Year shall be granted as paid leave in addition to annual leave entitlement.

The Employee and the Employer may agree that an employee works on Easter Tuesday. In this circumstance the Employee will transfer the day to another time during the year. It has to be used in the year granted.

- 8.2
- a) Staff shall take all leave accrued in the year it falls due unless prior written approval has been given for the carrying over of up to 10 days of accrued leave. Such approval shall not be unreasonably withheld.
 - b) Staff who are on approved Leave without Pay (LWOP) shall have their service counted as continuous. Annual Leave does not accrue while the staff member is on LWOP except in the case of staff on Parental Leave as defined by the Holidays Act 2003.

- 8.3 Irrespective of an employee's actual anniversary date, for the purposes of calculating annual leave, the leave year will be 01 February through to 31 January each year.
- 8.4 A staff member who is granted study leave or a bursary shall be granted such annual leave as WelTec may approve.

9.0 PUBLIC HOLIDAYS

- 9.1 The following days shall be observed as public 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
Anzac Day
Sovereigns Birthday
Labour Day
Anniversary Day (as observed in the locality concerned).
Matariki (from 2022)

- 9.2 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 public holiday shall be observed on the following Tuesday.
- 9.3 Where an employee works on a public holiday the provisions of the Holidays Act 2003 and its amendments will apply.

10.0 TIME OFF FOR WORKING ON PUBLIC HOLIDAYS

Any staff may be required to work on any of the days or substituted succeeding days set out in clause 9. If a staff member 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 an equivalent holiday shall be allowed on a later day mutually convenient to the parties.

11.0 SICK LEAVE

- 11.1 For fixed term employees, sick leave entitlement will be 10 days per year. Should a fixed term employee through continuous service become permanent then their previous service would be recognised as if they were a permanent employee and entitlement to sick leave adjusted accordingly.
- 11.2 Subject to 11.3 to 11.12 below, any staff member who is absent from duty on account of sickness, or injury where compensation is not being paid in

terms of the Injury Prevention, Rehabilitation and Compensation Act 2001 shall be entitled to leave on full pay as prescribed in 11.10 below.

- 11.3 Subject to the provisions of 11.4 below, each period of absence on sick leave shall begin on the first working day of the staff member'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, but excluding Saturdays and Sundays, and public holidays or substituted succeeding days, where applicable, which may fall during the period.
- 11.4 Where a staff member is absent on sick leave for less than one full working day, the staff member 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 staff member shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.
- 11.5 Subject to the provisions of 11.6 below, where for reasons of sickness a staff member cannot attend at the place of employment at the time appointed, that staff member may endeavour to send notice of absence to the controlling officer within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30 a.m. Where absence on sick leave, whether with or without pay, extends beyond three consecutive days, the staff member must produce to WelTec a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 11.6 Where a staff member absent on sick leave is suspected of being absent from duty without sufficient cause, WelTec may at any time and at WelTec's own expense, if warranted, require the staff member to submit to medical examination by a medical practitioner nominated by WelTec.
- 11.7 Sick leave with pay is not to be granted if the sickness or ill health has been caused by the staff member's own misconduct. To satisfy itself on that point WelTec may arrange for an examination by a medical practitioner to be undertaken at the staff member's residence. Any fee is payable by WelTec which may be recovered from the staff member if the report is not favourable.
- 11.8 Where a staff member is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Injury Prevention, Rehabilitation and Compensation Act 2001 will apply. Any period for which the staff member is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed in 11.1 below.
- 11.9 Whether or not sick leave entitlement has been exhausted, a staff member may elect to have all or part of an absence on account of sickness debited against annual leave entitlement under clause 8.
- 11.10 Where a staff member must, because of an emergency, stay at home to attend to a member of the household who through illness becomes

dependent on the staff member, leave on full pay may be granted as a charge against the staff member's sick leave entitlement.

This person will in most cases be the staff member's child or partner but may be another member of the staff member's family or household.

- 11.11 Staff members are entitled to ten days sick leave per annum. This entitlement shall be pro-rated for part-timers and shall accumulate to a maximum of 180 days..

All current staff as of 1 January 2014, who have an accumulated entitlement in excess of 180 days will retain that balance minus any leave already taken.

- 11.12 In exceptional circumstances WelTec may grant sick leave in excess of the periods prescribed in 11.11 above.

12.0 BEREAVEMENT/TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS

- 12.1 WelTec shall approve special bereavement leave on pay for a staff member to discharge any obligation and/or to pay respects to a deceased person with whom the staff member 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 provisions of the Holidays Act 2003 and subsequent amendments will apply.

- 12.2 If bereavement occurs while a staff member 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 12.1 above. This provision will not apply if the staff member is on leave without pay.

13.0 MATERNITY/PARENTAL LEAVE

- 13.1 Entitlement to Maternity/Parental Leave shall be in accordance with the Parental Leave and Employment Protection Act 1987.

- 13.2 A woman who is employed either part-time or full-time, employed for at least 20 hours a week for the preceding 18 months, will be eligible for maternity leave (granted as leave without pay) for each birth that occurs during her employment at the Polytechnic. The Polytechnic also recognises entitlement for the adoption and whaangai placement of children under 5 years supported by a certificate signed by a registered medical practitioner, solicitor or statutory declaration.

- 13.3 Leave of up to 12 months is to be granted to an employee with at least one year's service at the time of commencing leave.

- 13.4 For an employee with less than one year's service maternity leave of up to six months is to be granted.

- 13.5 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. Maternity leave reduces annual leave entitlement in accordance with the provisions of the Parental leave and Employment Protection Act 1987. 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 three months before it is intended to commence, such leave must be supported by a certificate signed by a registered medical practitioner.
- 13.6 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.
- 13.7 A maternity grant will be payable to an entitled employee on production of the certificate of birth of the child or on production of evidence of adoption of a child as per the Parental Leave Procedures.
- 13.8 The WelTec Maternity Grant will be the equivalent of six week's salary at the rate being paid at the time maternity leave commenced. An employee who is absent on maternity leave for less than six weeks (30 working days) will receive that proportion of the payment which her absence represents to 30 working days. The employer may seek repayment of the grant if the employee does not return to work.
- 13.9 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all male employees.

14.0 SERVICE FOR LEAVE PURPOSES

For the purposes of clauses 8, 11, 16, 17 and 18, the following definitions apply:

- 14.1 "Service" In the case of staff engaged by WelTec as at the commencement date of August 1992, service shall be deemed to include all prior service as defined in clause 15 "Service For Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152).

In the case of staff engaged after the commencement date of August 1992, service shall mean continuous service within the polytechnic sector.

- 14.2 "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.
- 14.3 The term "week" means:

- (a) Five working days in the case of a staff member who usually works five days in each week;
- (b) Five and a half working days in the case of any staff who usually works five and a half days a week; or
- (c) Six working days in the case of a staff member who usually works six days in each week.

14.4 Leave year means anniversary date of appointment where there is less than one year's service. Where service is greater than one year the leave year is as per clause 8.3.

14.5 In any instance where a staff member 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.

15.0 SPECIAL LEAVE

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

16.0 LONG SERVICE LEAVE

16.1 Subject to the provisions of 16.2 to 16.8 below, a staff member shall be granted two weeks long service leave with full pay after 10 years continuous service, an additional two weeks long service leave with full pay after 15 years continuous service and an additional two weeks long service leave with full pay after twenty years continuous service.

16.2 Each entitlement of Long service leave shall be taken in a single period.

16.3 Subject to the provisions of 16.6 below, the second entitlement to long service leave shall be forfeited if not taken within five years of the completion of twenty years' continuous service, or before the date the staff member relinquishes office.

16.4 A staff member who becomes eligible for long service leave within two years of retirement may, at the discretion of WelTec, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the staff member 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.

16.5 A staff member 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.

16.6 If an employee dies after qualifying for long service leave but before the leave has been taken, the salary owing in respect of the long service leave shall be paid to the employee's estate.

- 16.7 When a staff member resigns or gives notice of resignation any long service leave to which there would otherwise have been entitlement is to be forfeited.

17.0 RETIRING LEAVE

- 17.1 The following retiring leave as set out in Schedule B only shall apply to staff employed at Wellington Institute of Technology as at 14 February 1999. Retiring leave shall be calculated on a pro rata basis according to the staff member's record of service.

17.1.1 Full-time staff who have completed at least 10 years' service; or

17.1.2 Full-time staff who have established eligibility for retirement on medical grounds. Such staff shall be entitled to retirement leave of 65 working days where the length of service does not exceed 25 years, and retirement leave in accordance with Schedule B otherwise.

- 17.2 For staff who are made redundant prior to their retirement who would have qualified for retiring leave under 17.1 above, WelTec will consider granting retiring leave in accordance with this Table:

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

- 17.3 Instead of granting retirement leave as above, WelTec may, on application from the staff member, pay a lump sum equivalent in value to that leave.
- 17.4 A staff member 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 B.
- 17.5 On the death of a staff member WelTec may approve a cash grant in lieu of retiring leave to the spouse or dependents or the estate of the deceased staff member.

18.0 RESIGNING LEAVE

- 18.1 Resigning leave, as set out in Schedule B, shall only apply to staff employed at Wellington Institute of Technology as at 14 February 1999, may be granted to full-time staff who have not reached their retiring age.
- 18.2 The amount of resigning leave granted to any person shall be reduced by the amount of any long-service leave taken by that person.
- 18.3 Resigning leave shall be calculated on a pro rata basis according to the staff member's record of service.

19.0 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 19.1 Leave without pay: A staff member shall not be entitled to payment for a public holiday during a period of leave without pay, unless the staff member 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.
- 19.2 Leave on reduced pay: A staff member shall not be paid at ordinary time rate for a public holiday falling during a period of reduced pay.

20.0 TRAVELLING ALLOWANCE

A staff member will be reimbursed for actual and reasonable costs involved when travelling on the Institute's behalf.

21.0 MEAL ALLOWANCE

A staff member 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 C.

22.0 TOOL ALLOWANCE

A staff member of the Technicians Occupational Class who has enough privately owned tools to carry out all aspects of his/her work efficiently and uses them for more than half of his/her working time shall be reimbursed, annually, 10% of the replacement cost of such tools with a maximum set out in Schedule C.

23.0 MOTOR VEHICLE ALLOWANCE

A motor vehicle allowance or equivalent fares may be paid to a staff member requested by WelTec to use their own vehicle in connection with recognised and approved official business. The allowance shall in line with IRD mileage rates as published from time to time.

24.0 SPECIAL DUTIES ALLOWANCE

- 24.1 Special Duties shall be those duties undertaken by a staff member that fall outside of their current duties and are duties as directed by the employer that have a finite period and are specified as Special Duties, e.g. project work, development of resources, etc.
- 24.2 WelTec shall grant an allowance to a staff member performing Special Duties. Such an allowance shall be paid on a fortnightly basis for the entire period that the Special Duties are undertaken by the staff member. The allowance shall equate to at least \$1,010 annually and should not exceed 20% of annual salary.

25.0 HIGHER DUTIES ALLOWANCE

The following conditions shall apply to all Occupational Classes:

- 25.1 A staff member 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 staff member's current salary and the salary which would be received if the staff member were appointed to the higher graded position.
- 25.2 To qualify for payment of a higher duties allowance a staff member must perform the duties for a minimum of five consecutive working days.
- 25.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher positions are performed.

26.0 TEA PROVISION

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

27.0 HEALTH & FITNESS ALLOWANCE

Reimbursement will be made, on receipts, of 25% of total cost up to a maximum of \$300 in any one period of 12 months for costs associated in participating in health and fitness activities. This reimbursement would include but not be limited to gym membership, nutritional programmes, aerobic classes, yoga classes or equipment for participation in a particular health and wellness activity.

28.0 PROTECTIVE CLOTHING

~~28.1 Where WelTec considers it necessary, appropriate protective clothing will be provided which will remain the property of WelTec.~~

~~28.2 A staff member who is required to undertake duties of an obnoxious, infectious or contaminating nature, e.g. spraying or handling dangerous weedkillers, insecticides, and acids, shall be provided, as appropriate, with protective equipment such as cap, goggles, visor, respirator, acid resistant apron, gloves and overshoes.~~

~~28.3 In addition, a staff member 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 a staff member'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 a staff member is subject to risk of injury to the eyes.~~

30.0 LAUNDERING OF PROTECTIVE CLOTHING

~~Protective clothing which a staff member is required to wear in the course of work may be laundered, where deemed by WelTec to be appropriate, at WelTec's expense.~~

31.0 SAFETY FOOTWEAR

~~The following conditions shall apply to all Occupational Classes:~~

~~31.1 An eligible staff member is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.~~

~~31.2 Where an eligible staff member, with WelTec's approval buys their own metal toe capped safety footwear and produces a receipt to WelTec they may be reimbursed the actual and reasonable cost subject to 30.4 below if they resign and up to an annual maximum amount specified in Schedule G.~~

~~31.3 The entitlement to this reimbursement payment shall be limited to one per year except that in those instances where WelTec is satisfied that due to genuine wear and tear and staff member's safety footwear should be replaced within the one year period, WelTec may reimburse the staff member for an additional pair of safety footwear in terms of 30.2 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 WelTec.~~

~~31.4 A staff member employed under 30.2 above who ceases to be employed by WelTec before completing 12 months' continuous service shall refund to WelTec one twelfth the initial cost reimbursed for each incomplete month of the 12 months period.~~

~~31.5 WelTec's consent is required prior to purchase.~~

32.0 REMOVAL EXPENSES

Where a staff member is transferred to meet the convenience of WelTec 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 WelTec.

33.0 EMPLOYMENT RELATIONSHIP PROBLEMS, PERSONAL GRIEVANCE AND DISPUTES

~~The procedures set out in Schedule D of this Agreement shall apply to the resolution of employment relationship problems.~~

34.0 VDUs

VDU provisions in the WelTec Health and Safety Policy and Procedures document and its amendments will apply.

35.0 SAVINGS CLAUSE

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

36.0 ORGANISATIONAL CHANGE

This provision will apply to all staff except for those on fixed term agreements.

36.1 INTENT

WelTec recognises the serious consequences that the loss of employment can have on staff and seeks to minimise those consequences by means of this agreement. These provisions apply in circumstances where the staff member for all intents and purposes has an ongoing expectation of employment.

36.2 CONSULTATION AND NOTIFICATION

Where WelTec undertakes a review of organisational structures, staffing or work practices which may have a significant impact on staff represented by TIASA, WelTec will notify TIASA of the review not less than ten weeks prior to the date by which surplus staff may need to be made redundant. This includes a situation where WelTec ceases to operate all or part of its business.

During this period WelTec will consult the relevant staff and TIASA about the review, and then decide the options that may need to be applied to staff.

Whereas a result of the review WelTec requires:

- a reduction in the number of staff, and/or
- staff can no longer be employed in their current position, at their current grade (salary range) or work location,

Those staff will be deemed to be affected and the options set out in 36.3 below will be applied.

36.3 OPTIONS

Attrition

Attrition means that if a staff member leaves the job because they resign, retire, die or are promoted, then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new staff or on promotions.

Reconfirmation

Where the duties and competencies of the position are the same or very nearly the same as the staff member's current position, and the salary range is no less than the staff member's current salary range, then that staff member will be reconfirmed in the new position.

Where there is more than one clear candidate for reconfirmation to a new position, the position will be advertised amongst the affected staff in the existing position, and the best-suited candidate will be appointed.

For those staff who meet the criteria for reconfirmation no other options are available. For those staff who do not meet the criteria for reconfirmation then redeployment will be considered.

Redeployment

The aim of redeployment is to appoint as many affected staff as reasonably possible to new positions by matching an individual's competencies with those required in the new position(s). An affected staff member should as a minimum be capable of doing the job to an acceptable standard.

Where the new job is at a lower salary an equalisation payment will be paid as either:

- An ongoing equalisation allowance to preserve the salary of the staff member at the rate paid in the old job at the time of re-deployment. This allowance will be paid for up to two years and will be equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases); or,
- A one off lump sum payment equivalent to two years of the difference between the present salary and the new salary (this is not abated by any potential salary increases).

The Chief Executive may need to advertise new positions both within and outside WelTec. Where positions are advertised, staff eligible for redeployment will be given preference over outside applicants all things being equal.

Where a staff member cannot be redeployed they will be deemed to be surplus and given notice of termination. Severance will then be paid.

Severance

For qualifying staff severance will be paid as follows:

- a) For the purpose of these provisions, salary is defined as taxable salary, exclusive of allowances.
- b) Service for the purposes of this severance means continuous service in the employment of WelTec.
- c) Provided that employees who at the date of commencement of this contract have previous service with a polytechnic or other government organisation shall continue to have that service credited as service.
- d) "Continuous Service" for the purposes of (a) and (b) above includes all periods of paid leave and would not be broken by, but would not include all periods of maternity/parental leave, all other approved leave without pay and all breaks of not more than three months between periods of employment within the technical institute service, or one month with other services approved under (b) above.
- e) Payment will be made in accordance with the following:
 - Sixteen percent (16%) of salary for the preceding twelve months subject to finishing on an agreed date. This payment is regardless of length of service.
 - Twelve percent (12%) of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - Four percent (4%) of salary for the preceding 12 months multiplied by the number of years of service minus one up to a maximum of 19; and
 - Where the period of total aggregated is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

NB – the total amount paid to employees under this provision shall not exceed the basic salary the employee would have received on reaching the age of 65 years
- f) Outstanding Annual Leave and Long Service Leave shall be separately cashed up.

Employee Protection (Non-Application of Severance)

Where a staff member's employment is being terminated by WelTec by reason only of sale, transfer, or lease of the whole or part of the Wellington Institute of Technology, nothing in this Agreement or any other agreement shall require WelTec to pay compensation for redundancy to the staff member if:

- a) The person or organisation acquiring the business or the part being sold, transferred or leased:
 - i. Has offered the staff member employment in the business or the part being sold, transferred or leased; and
 - ii. Has agreed to treat service with the Wellington Institute of Technology as if it were continuous service with that person or

organisation; and

- b) The conditions of employment offered to the staff member by the person acquiring the business or the part of the business being sold, transferred, or leased are similar to the staff member's conditions of employment, including:
 - i. Any service-related and redundancy conditions; and
 - ii. Any conditions relating to superannuation under the employment being terminated; and
- c) The offer of employment by the person acquiring the business being sold, transferred, or leased is an offer to employ the staff member in that business or that part of the business either:
 - i. In the same capacity as that in which the staff member was employed by WelTec; or
 - ii. In a capacity that the staff member is willing to accept.

Staff Declared Surplus

Staff declared surplus will be given reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Institute being met.

WelTec will also supply a Certificate of Service.

Counselling for affected staff and family may be made available as necessary.

A staff member who is declared surplus and who is on maternity leave, absence due to extended illness and/or Accident Compensation, special leave without pay or secondment shall be entitled to the severance compensation prescribed in this agreement.

37.0 STOPWORK MEETINGS

- ~~37.1 Subject to 36.2, 36.3, 36.4 and 36.5 WelTec shall allow every staff member covered by this Agreement who has nominated TIASA as their union, up to four hours on ordinary pay, to attend meetings with TIASA in each year.~~
- ~~37.2 The union shall give WelTec at least 14 days' notice of the date and time of any meeting to which 37.1 applies.~~
- ~~37.3 The union shall make such arrangements with WelTec as may be necessary to ensure that WelTec'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 WelTec's operations to continue.~~
- ~~37.4 Work shall resume as soon as practicable after the meeting, but WelTec shall not be obliged to pay any union member for a period greater than two~~

~~hours in respect of any meeting.~~

~~37.5 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 WelTec with a list of members who attended and shall advise of the time the meeting finished.~~

38.0 UNION FEE DEDUCTIONS

~~On first appointment WelTec will ask any new staff member for their permission for their name to be given to TIASA.~~

~~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.~~

~~WelTec, when requested in writing by the union, shall, within one month of receipt of such request, supply to the union a list of all staff.~~

~~Such requests shall not be made to WelTec at intervals of less than six months.~~

39.0 RIGHT OF ACCESS

~~Subject to the Employment Relations Act 2000, the secretary or other authorised officer of TIASA, shall with the consent of the WelTec (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.~~

40.0 LEAVE FOR UNION BUSINESS

~~WelTec recognises that its employees have a direct and vital interest in its development and success, and undertakes to take all practicable steps to give that contribution practical effect and support.~~

~~The contribution that informed and capable TIASA representatives can make to the organisational development and success of the Institute is recognised and supported. To this end, where management request TIASA representation the Institute undertakes to provide adequate support which may include replacement/relief staffing, satisfactory work scheduling arrangements, agreed time off scheduled duties and other cooperative and mutually supportive arrangements.~~

~~To recognise the acknowledged value of the TIASA Branch Chair(s), WelTec will provide a time allowance for the Branch Chair to undertake TIASA business within WelTec time. Both parties acknowledge that this time allowance is dependent on the position of the appointed Branch Chair(s), membership numbers, and other responsibilities that are required. A 0.2 yearly time allowance will be provided. Where there is more than one Branch Chair this time allowance will be shared. This time allowance is non-accumulative.~~

41.0 MINIMUM ADULT WAGE

Upon attaining 20 years of age all staff shall receive the Minimum Adult Wage as prescribed by the Minimum Wage Act 1983 and its amendments, or the appropriate Occupational Scale rate, whichever is the higher.

42.0 PROFESSIONAL DEVELOPMENT

Staff are entitled to five days, or the equivalent, of professional development per year subject to:

- a) Each staff member submitting a written proposal to WelTec.
- b) Reasonable notice being given of proposed activities and the timing of the activities being negotiated with due regard to operational requirements.
- c) The proposal giving priority to aspects of skill training and performance development.
- d) Staff will be entitled to a minimum of \$300 per annum (pro rata for proportional staff and those with less than 12 months service) for payment or where identified, reimbursement of actual and reasonable expenses for approved professional development plans that are in line with WelTec's organisational objectives, such approval shall not be unreasonably withheld."
- e) The approval of WelTec shall not be unreasonably withheld.
- f) Staff undertaking academic study shall be considered for further periods of leave to undertake that study.

43.0 JURY SERVICE

An employee called for jury service will be entitled to special leave with pay. The employee may retain the expenses claims, but will reimburse WelTec the fee paid by the Department of Courts.

44.0 PASS ON

~~44.1 This is an agreement under s59B (5) of the Employment Relations Act 2000 between TIASA and WelTec~~

~~44.2 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 that have been negotiated, for inclusion in the collective agreement, but only if the following conditions are met:~~

~~44.2.1 A period of at least four months must have elapsed between the commencement date of this collective agreement and the date that the terms, or any of them, are offered to any employee covered by an individual employment agreement;~~

~~44.2.2 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;~~

~~44.2.3 There has been prior consultation with TIASA before any pass on is offered pursuant to clause 44.2.1 to allied staff members on individual employment agreements save that no such consultation shall be required in the case of new employees. The parties agree that such consultation shall be conducted efficiently, and shall not be required to last longer than two weeks.~~

~~44.3 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.~~

~~44.4 The parties acknowledge that any breach of clauses 44.2 and 44.3 of this Agreement will, prima facie, be a breach of the duty of good faith in s4 of the Employment Relations Act 2000.~~

~~44.5 For the purposes of the Agreement, "terms of employment" include any terms reached in bargaining for the new collective agreement, with the expectation of any term that is required by law (such as, for instance, an employee protection provision) and "reached" has the same meaning as in the s59A of the Act.~~

~~44.6 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.~~

45.0 PROGRESSION

The parties agree that an annual Progression/Promotion Round for employees, who are party to this agreement, shall occur. The process to be used for progression/promotion shall be determined by the TIASA/WelTec TASKFORCE 2012.

46.0 TASKFORCE

The parties have agreed to a Terms of Reference for TIASA WelTec Taskforce 2012 to review the current Collective Employment Agreement (CEA) to ensure it meets the needs of WelTec, TIASA and Allied staff. This may include performance, progression, promotion and rewards systems, hours of work, and coverage provisions.

This Agreement shall come into force on the 1 January 2021 and shall continue in force until 31 December 2022.

This Agreement was signed by the parties as follows:

**Mark Oldershaw, Chief Executive Officer, Wellington Institute of Technology
for and on behalf of Wellington Institute of Technology**

Dated:

**Peter Joseph, Chief Executive Officer, Tertiary Institutes Allied Staff Association
for and on behalf of Tertiary Institutes Allied Staff Association.**

Dated:

SCHEDULE A

SALARIES

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 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 judgements 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	01/01/2020 1.75%	01/01/2021 1.5%	1/01/2022 1.35%
13	\$116,509 \$112,483	\$118,257 \$114,170	\$119,853 \$115,711
12	\$108,599 \$104,849	\$110,228 \$106,422	\$111,716 \$107,859
11	\$101,234 \$97,744	\$102,753 \$99,210	\$104,140 \$100,549
10	\$94,374 \$91,130	\$95,790 \$92,497	\$97,083 \$93,746
9	\$87,989 \$84,960	\$89,309 \$86,234	\$90,515 \$87,398
8	\$82,044 \$80,149	\$83,275 \$81,351	\$84,399 \$82,449

7	\$78,475	\$79,652	\$80,727
	\$74,711	\$75,832	\$76,856
	\$71,893	\$72,971	\$73,956
6	\$68,515	\$69,543	\$70,482
	\$66,449	\$67,446	\$68,357
	\$64,449	\$65,416	\$66,299
5	\$60,649	\$61,559	\$62,390
	\$58,857	\$59,740	\$60,546
	\$57,118	\$57,975	\$58,758
4	\$53,797	\$54,604	\$55,341
	\$52,218	\$53,001	\$53,717
	\$50,683	\$51,443	\$52,137
3	\$47,765	\$48,481	\$49,135
	\$46,369	\$47,065	\$47,700
	\$45,021	\$45,696	\$46,313

1.3 Progression:

- 1.3.1 Beyond Grade 1, progression shall be on appointment to an established position, provided further that, for approved positions, progression may also be on merit.

2.0 LIBRARY OCCUPATIONAL CLASS

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

- Librarian
- Deputy Librarian
- Assistant Librarian
- Library Assistant

- 2.2 Salaries payable to positions in this class are:

Grade	01/01/2020 1.75%	01/01/2021 1.5%	01/01/2022 1.35%
10	\$87,537 \$82,733	\$88,850 \$83,974	\$90,049 \$85,108
9	\$79,364 \$75,440	\$80,554 \$76,572	\$81,641 \$77,606
8	\$72,902 \$70,017	\$73,996 \$71,067	\$74,995 \$72,026
7	\$68,498 \$66,036	\$69,525 \$67,027	\$70,464 \$67,932
6	\$63,360 \$60,835 \$58,390	\$64,310 \$61,748 \$59,266	\$65,178 \$62,582 \$60,066
5	\$58,390 \$56,195	\$59,266 \$57,038	\$60,066 \$57,808
4	\$53,447 \$51,106 \$49,470 \$48,010	\$54,249 \$51,873 \$50,212 \$48,730	\$54,981 \$52,573 \$50,890 \$49,388
3	\$48,010 \$45,828	\$48,730 \$46,515	\$49,388 \$47,143

2.3 Progression:

Grade 1 to Grade 2:

- 2.3.1 Positions established 1 merit 2 one year on the maximum of Grade 1 and a satisfactory standard of performance.
- 2.3.2 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:

- 2.3.3 After 12 months on the maximum of the lower grade and subject to satisfactory performance.

2.4 Minimum commencing salaries:

- 2.4.1 Appointment to Grade 1 positions.

Qualifications at Time of Appointment	Commencing Salary Step
No recognised academic	Step 1
School Certificate NCEA Level 1	Step 2
Six Form Certificate, University Entrance, NCEA Level 2, Higher School Certificate or NCEA Level 3	Step 2
NZLA Certificate (NZLAC)/NZ Library Studies Certificate (NZLSC)	Step 3
Certificate NZLS or ALA or BA/BSc	Step 4
BA/BSc Hon or Higher or Dip NZLS/Dip Lib	Step 5

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

2.4.2 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 (3 rd 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 (2 nd Class Hons)	Step 5
BA/BSc (3 rd Class Hons) plus Dip NZLS/Dip Lib or MA/MSc plus Dip NZLS/Dip Lib	Step 5
BA/MA/BSc/MSc (1 st Class Hons)	Step 7
BA/MA/BSc/MSc (2 nd Class Hons) Plus Dip NZLS/Dip Lib	Step 7
BA/MA/MSc (1 st 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.

3.0 TECHNICIANS OCCUPATIONAL CLASS

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

- Senior Technical Officer
- Technical Officer
- Technician
- Technical Trainee

3.2 Salaries payable to this class are:

Grade	01/01/2020	01/01/2021	01/01/2022
	1.75%	1.5%	1.35%
6	\$68,471	\$69,498	\$70,436
5	\$65,632	\$66,616	\$67,515
4	\$61,832	\$62,759	\$63,606
	\$58,230	\$59,103	\$59,901
3	\$54,768	\$55,590	\$56,340
	\$51,314	\$52,084	\$52,787
	\$49,583	\$50,327	\$51,006
2	\$47,857	\$48,575	\$49,231
	\$46,130	\$46,822	\$47,454
	\$43,905	\$44,564	\$45,166

3.3 Progression

3.3.1 Grade 1 and Grade 2 on being awarded NZCS or NZCE with three years' acceptable practical experience, or recognised equivalent qualifications and experience or on merit.

3.3.2 Beyond Grade 3 on job content.

SCHEDULE B

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
20 to 25	65	65	65	65	65	65
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40 or More	131	--	--	--	--	--

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	Years of Service	Leave in Working Days
20	32	30	46
20 ½	33	30 ½	47
21	34	31	48
21 ½	34	31 ½	49
22	35	32	49
22 ½	36	32 ½	50
23	36	33	51
23 ½	37	33 ½	51
24	38	34	52
24 ½	39	34 ½	53
25	39	35	54
25 ½	40	35 ½	54
26	41	36	55
26 ½	41	36 ½	56
27	42	37	56
27 ½	43	37 ½	57
28	44	38	58
28 ½	44	38 ½	59
29	45	39	59
29 ½	46	39 ½	60

SCHEDULE C

STANDARD ALLOWANCES

	01/01/2020	01/01/2021	01/01/2022
	1.75%	1.5%	1.35%
1. Meal Allowance	\$16.24	\$16.48	\$16.71
2. Tool Allowance Technicians Occupational Class Max Replacement Cost:	\$117.89	\$119.66	\$121.27
3. Safety Footwear Applies to Printing, Storekeeping and Technicians Occupational Classes Maximum Rate:	\$152.15	\$154.43	\$156.52

SCHEDULE D

RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

If employment relationships between WelTec and its staff are to be as successful as possible, it is important that any problems that may arise are dealt with effectively.

This procedure sets out information on how problems can be raised and worked through.

1. ~~What is an employment relationship problem?~~

It can be anything that harms or may harm the employment relationship, other than problems relating to fixing the terms and conditions of employment. It can include:

- A personal grievance (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
- A dispute about the interpretation, application or operation of an employment agreement.
- Any other problem relating to or arising out of your employment relationship with WelTec.

In discrimination or harassment situations employees alternatively have the choice of using the procedures under the Human Rights Act.

2. ~~Clarify the problem~~

If either the employee or WelTec feels that there may be a problem in their employment relationship, the first step is to check the facts and make sure there really is a problem, and not simply a misunderstanding.

The employee might want to discuss a situation with someone else to clarify whether a problem exists, but in doing so should take care to respect the privacy of other employees and managers, and to protect confidential information belonging to WelTec, subject to the provisions of the Protected Disclosures Act 2001. For example, the employee could seek information from:

- TIASA
- the Employment Relations Info-line on 0800 800 863 or on its website at www.ers.dol.govt.nz
- Pamphlets/fact sheets from the Employment Relations Service.

3. Discuss the problem with WelTec

If the employee or WelTec believes that there is a problem, it should be raised as soon as possible. This can be done in writing or verbally. Provided the employee feels comfortable doing so, the problem should ordinarily be raised with the employee's direct manager. Otherwise, the problem can be raised with another appropriate manager. A meeting will usually then be arranged where the problem can be discussed. The employee should feel free to bring a support person with them, such as the TIASA field officer or branch chair, to the meeting if they wish.

The parties will then try to establish the facts of the problem and discuss possible solutions.

4. The Next Steps

If the parties are not able to resolve the problem by talking to each other, the employee or WelTec or both have a number of options:

- Contact the Employment Relations Infoline, who can provide information and/or refer the parties to mediation.
- Take part in mediation provided by the Employment Relations Service (or the parties can agree to get our own mediator).
- If the parties reach agreement, a mediator provided by the Employment Relations Service can sign the agreed settlement, which will be binding on the parties.
- Agree to have the mediator provided by the ERS decide our problem for us, in which case that decision will be binding on the parties;
- If mediation does not resolve the problem, either party can refer the problem to the Employment Relations Authority for investigation.
- The Authority can direct the parties to mediation, or can investigate the problem and issue a determination.
- If one or other of the parties is not happy with the Authority's determination, that party can refer the problem to the Employment Court.
- In limited cases, there is a right to appeal a decision of the Employment Court to the Court of Appeal.

5. Personal Grievances

If the problem is a personal grievance, then the employee must raise it within 90 days of when the facts that give rise to the grievance occur or come to your attention. A personal grievance can only be raised outside this time frame with the agreement of WelTec or in exceptional circumstances."



Te Pūkenga – Whitireia and WelTec business division and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2023 SALARIES AND RATES

Paid and printed rates for Whitireia and WelTec 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.

Whitireia

- Allied General Occupational Class
- Building & Maintenance Occupational Class
- Library Occupational Class
- Printing Occupational Class
- Technicians Occupational Class

WelTec

- Executive/Clerical Occupational Class
- Library Occupational Class
- Technicians Occupational Class

Whitireia – Allied
General Occupational Class

	1/01/2023
Grade	
3	\$49,536
	\$51,021
	\$52,556
4	\$55,812
	\$57,527
	\$59,291
5	\$62,798
	\$64,939
	\$66,945
6	\$71,153
	\$73,364
	\$75,643
7	\$78,617
	\$81,701
	\$85,814
8	\$87,646
	\$89,719
9	\$92,910
	\$96,222
10	\$99,652
	\$103,202
11	\$106,888
	\$110,704
12	\$114,658
	\$118,756
13	\$123,004
	\$127,406

Whitireia - Building &
Maintenance Occupational
Class

	1/01/2023
Grade	
1	\$57,348
2	\$59,968
3	\$61,597
4	\$63,206
5	\$65,542
6	\$67,883
7	\$71,721
8	\$75,007
9	\$77,010
10	\$86,019

Whitireia - Library
Occupational Class

	1/01/2023
Grade	
3	\$48,491
	\$50,424
	\$52,827
4	\$52,827
	\$54,455
	\$56,799
	\$58,898
5	\$61,968
	\$64,423
6	\$64,423
	\$67,150
	\$69,952
7	\$72,906
	\$75,623
8	\$77,302
	\$79,723
9	\$82,497
	\$86,789
10	\$90,470
	\$95,727

Whitireia - Printing
Occupational Class

	1/01/2023
Grade	
3	\$50,957
	\$50,942
	\$53,188

Whitireia - Technicians
Occupational Class

	1/01/2023
Grade	
2	\$50,755
	\$52,661
3	\$54,581
	\$57,595
	\$60,373
4	\$64,080
	\$68,264
5	\$72,458
6	\$75,594

WelTec - Executive/Clerical
Occupational Class

	1/01/2023
Grade	
13	\$124,647
	\$120,339
12	\$116,185
	\$112,173
11	\$108,306
	\$104,571
10	\$100,966
	\$97,496
9	\$94,136
	\$90,894
8	\$87,775
	\$85,747
7	\$83,956
	\$79,930
	\$77,654
6	\$74,006
	\$71,775
	\$69,614
5	\$65,510
	\$63,573
	\$61,696
4	\$58,108
	\$56,403
	\$54,744
3	\$51,592
	\$50,085
	\$48,629

WelTec - Library
Occupational Class

	1/01/2023
Grade	
10	\$93,651
	\$88,512
9	\$84,907
	\$80,710
8	\$78,745
	\$75,627
7	\$73,987
	\$71,329
6	\$68,437
	\$65,711
	\$63,069
5	\$63,069
	\$60,698
4	\$57,730
	\$55,202
	\$53,435
	\$51,857
3	\$51,857
	\$49,500

WelTec - Technicians
Occupational Class

	1/01/2023
Grade	
6	\$73,958
5	\$70,891
4	\$66,786
	\$62,896
3	\$59,157
	\$55,426
	\$53,556
2	\$51,693
	\$49,827
	\$47,424