

# WHITIREIA COMMUNITY POLYTECHNIC



# ALLIED STAFF COLLECTIVE EMPLOYMENT AGREEMENT



**Effective from:** 1 January 2021  
**Expires:** 31 December 2022

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## 1. AGREEMENT COVERAGE

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

~~**BETWEEN:** The Chief Executive of Whitireia Community Polytechnic Ltd a subsidiary of Te Pūkenga (The 'Employer')~~

~~**AND:** The Tertiary Institutes Allied Staff Association (TIASA), which is the union authorised to act on behalf of the Employees who are bound by this Agreement and have so authorised TIASA to act on their behalf.~~

1.2. ~~This Agreement shall apply to and be binding on:~~

- ~~(a) the Parties to this Agreement; and~~
- ~~(b) subject to clause 1.2.1, those Employees who are engaged in the following allied staff work:  
Administration, Financial Services, Printery, Secretarial and Clerical, Computing Services, Marketing/Communication, Public Relations, Recruiting, Liaison, Student Support, Career Counselling, Library, Technical Support, Telephone and Mail Services, Human Resources, Payroll, Supervisory Management, Health Counselling, and Facilities Management and Maintenance.~~
- ~~(c) All Whitireia staff who are currently under coverage; and any roles with WandW agreements and the former W2 that would come under coverage clause or either collective are deemed to be covered either by Whitireia or WelTec collective agreements.~~

1.2.1 ~~Excluded from coverage are those:~~

- ~~(a) who are appointed to positions designated as senior positions in terms of Section 74D of the State Sector Act 1988~~
- ~~(b) in positions which provide formal advice to the Institute on strategic matters or to do with the CEA~~
- ~~(c) employed on a casual basis~~
- ~~(d) in academic positions as defined by an applicable coverage clause~~

### 1.3. Variation of this Agreement

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

1.3.2 ~~The employer undertakes to inform the employee(s) of the right to contact TIASA. The employer shall provide TIASA with a copy of any proposal by the employer prior to agreement with the employee being finalised. With respect to section 54 of the Employment Relations Act 2000, the parties have agreed that this Agreement may be varied during its term by agreement between the employer and the employees directly affected by the proposed variation. Such variation shall only have application to the employees who have agreed in writing to the varied terms. Other employees shall continue to be covered by the original provisions of this Agreement.~~

## 2. DEFINITIONS

“Annual Leave Accrual” means leave that has accumulated to date since your last leave anniversary.

“Annual Leave Entitlement” any untaken Annual Leave Accrual becomes Annual Leave Entitlement on your anniversary date.

“Continuous Service” means permanent or fixed term service with no gaps of employment of greater than three months, less any leave without pay of one month or greater.

“Employee” means a person employed in terms of clause 1 of this Agreement.

~~“Employer” means the chief executive of the institution named as the employer party to this Agreement, or any manager acting with their delegated authority.~~

“Fixed term employee” means an employee engaged in a defined task or project of a temporary nature including acting in a relieving capacity.

“Full-time employee” means an employee who undertakes the duties of a position for the full time equivalent (FTE) hours of work (i.e. 37.5 hours per week).

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

“Leave year” for leave purposes means the year beginning from the anniversary date of the employees’ appointment.

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

“Ordinary work” means work during the hours, which are normally paid at ordinary time rate for the day.

“Part-time employee” means an employee who undertakes the duties of a position for less than the full time equivalent (FTE) hours of work (i.e. 0.x FTE e.g. 0.5 FTE is 18.75 hours per week).

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

“Service” for sick leave entitlement means continuous service within the polytechnic sector.

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

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

“Week” for leave purposes means the number of working days an employee normally works in each week.

“Whitireia” means Whitireia Community Polytechnic trading as Whitireia New Zealand.

### **3. NOTICE PERIODS AND RETIREMENT**

#### **3.1 Notice periods**

- 3.1.1 Except as provided below, no employee shall terminate their employment or have their employment terminated by the employer without at least four weeks' notice in writing, unless some other period has been mutually agreed. Note this notice period does not apply to redundancy which is covered in Schedule E.
- 3.1.2 The employer may, before the expiration of any notice given under subclause (3.1.1) of this clause, and with the employee's consent, pay to the employee concerned the salary they should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- 3.1.3 Nothing in the clauses 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.

#### **3.2 Retirement**

- 3.2.1 The Employer does not maintain a mandatory retirement age; however, retirement shall be deemed to be where an employee terminates their employment with the intention of withdrawing permanently from the workforce. (The intent of this clause is to be consistent with the legislation.)

### **4. SALARIES**

#### **4.1 Annual Salary Rates**

- 4.1.1 Rates of annual salaries to be paid to employees are listed in Schedule A of this agreement.
- 4.1.2 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.
- 4.1.3 All salaries will be paid by direct credit to the employee's nominated account except that the employer may, in exceptional circumstances, agree to pay by cheque.
- 4.1.4 A profile of salaries paid to employees under this Collective Agreement shall be made available to TIASA at the end of each financial year. 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 Privacy Act and the Official Information Act.

#### **4.2 Salary increments**

- 4.2.1 An employee holding a position of a grade to which two or more salary steps apply, and who is not being paid at the highest of those steps shall, move as per the progression criteria detailed in the Salary Scale (Schedule A) or if no progression is detailed move to the next salary step within the grade after 12 months at their current rate.
- 4.2.2 The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s).
- 4.2.3 The employer may allow additional or accelerated salary steps.
- 4.3 Salaries will be reviewed 1 April each year; and any increases will be effective from that date.

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.

## **5 HOURS OF WORK**

- 5.1 The full time equivalent ordinary hours of work for employees shall be 37.5 hours per week, 7.5 hours per day, to be worked between 7.00am and 9.00pm on five consecutive days, Monday to Saturday. Except that Library employees' hours shall be between the hours of 8am and 8 pm Monday to Friday. In addition, library employees may work Saturday 8.30 – 12 midday. Library staff may elect to include Saturday duty as part of their ordinary hours of work. Any duty undertaken on a Saturday shall be compensated for as per clauses 9 and 10 of this agreement.

## **6 WORK BREAKS**

- 6.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.
- 6.2 An employee shall be allowed two paid rest breaks of 10 minutes each day, in the morning, afternoon or evening, at times specified by the employee's supervisor.
- 6.3 Each employee shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 6.4 No employee shall be required to work for more than five hours continuously without being allowed an unpaid meal break of not less than half an hour.

## **7 CHANGES IN HOURS OF WORK**

- 7.1 Any work to be undertaken on a Saturday shall in the first instance with two weeks' notice be offered to any employee undertaking the same or similar work within the particular occupational class during their ordinary hours of work.
- 7.2 The union shall be given the opportunity to consult with the employer with regard to Saturday work arrangements. Such consultation may include consideration of changes in work patterns or job functions which may arise from the introduction of Saturday work.

## **8 TEA PROVISION**

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

## **9 OVERTIME AND PENAL TIME**

- 9.1 Overtime is time worked as follows:
- (a) Monday to Friday: all hours worked after completing seven hours 30 minutes at ordinary time rate for the day.
  - (b) Saturday, Sunday or Public Holiday: all time worked outside of ordinary hours of work.
- 9.2 Overtime shall be paid at time and a half (T1½) for the first three hours, and double time thereafter. Except that double time (T2) shall be paid for all overtime worked as follows:
- (a) between 10.00pm and 6.00am;
  - (b) between midday Saturday and 6.00am on Monday;

(c) on Public Holidays, as defined in clause 13.

9.3 Penal time is time (other than overtime) worked within ordinary weekly hours of work on a Saturday, Sunday or recognised Holiday. Subject to the provision of clause 9.4 below, penal time shall be paid at the following rates in addition to normal salary:

- (a) On or after midnight Friday/Saturday to midday Saturday, at time half (T $\frac{1}{2}$ ) for the first three hours, then time one (T1) thereafter.
- (b) Midday Saturday to midnight Sunday/Monday at time one (T1).
- (c) Public holidays: double time rate (T2).

#### **9.4 Limits on Payment of Overtime and Penal Tim**

9.4.1 Overtime and penal time shall not be paid in respect of the same hours.

### **10 TIME OFF IN LIEU OF OVERTIME**

10.1 Employees shall be compensated for authorised overtime by one of the following options which must be agreed with the employee when the overtime is authorised:

- (a) time off in lieu of one hour off for each hour worked; or
- (b) the payment of all overtime hours at the appropriate overtime rates (as per clause 9.2).

10.2 Where time off in lieu is taken, it must be at times convenient to the Polytechnic operation, and arranged in advance.

10.3 Time off in lieu may be accumulated to a maximum of 37.5 hours. If the time off in lieu is not able to be taken within 6 months of accumulation, it shall be paid for at time and a half. Where possible it is agreed that the day off in lieu shall be taken within one month.

10.4 Authorised means authorised and approved by the employee's Manager or Director.

### **11 LIMITS ON UNBROKEN WORK**

11.1 Wherever practicable, no employee shall be required to perform unbroken work.

11.2 When overtime is worked, it shall be so arranged that an employee has a break of at least nine consecutive hours between the cessation of duty on one day, and the commencement of duty on the next. Any normal hours not worked for the purposes of allowing an employee a nine-hour break shall be paid as if they had been worked. If an employee is directed to recommence work without having had such a nine hour break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine hour break has been given.

### **12 ANNUAL LEAVE**

#### **12.1 Annual Holiday Entitlement**

12.1.1 Annual holidays are allowed in accordance with the Holidays Act 2003.

12.1.2 Employees will be entitled 5 weeks annual leave per annum accruing from the date of appointment.

12.1.3 In accordance with the provisions of the Holiday Act 1981, the remuneration for each week of annual holiday shall be calculated as the average weekly earnings over the year of entitlement or the ordinary pay at the time of the holiday whichever is the greater.



- 12.1.4 Annual holidays should wherever possible be taken within twelve months of falling due. Employees may be required to take annual holidays in order to prevent their leave entitlement being carried over from one year to the next.
- 12.1.5 Annual holidays shall be taken at such times as are agreed with the employer. In the absence of any agreement being reached the employer may require outstanding annual holidays to be taken provided no less than two weeks' notice is given.

## 12.2 Additional Polytechnic Holidays

- 12.2.1 The non-statutory holidays falling between Christmas Day and New Year's Day and the day after Easter Monday (Easter Tuesday), shall be additional paid leave, not counted against the Annual Leave entitlement.

## 13 PUBLIC HOLIDAYS

- 13.1 The following days shall be observed as public holidays:

Christmas Day	Easter Monday
Boxing Day	ANZAC Day
New Year's Day	Sovereigns Birthday
The day after New Year's Day	Labour Day
Waitangi Day	Anniversary Day
Good Friday	<i>(as observed in the locality concerned).</i>
	Matariki (from 2022)

- 13.2 In the event of a public holiday other than Anzac Day or Waitangi Day falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday than the public holiday shall be observed on the succeeding Tuesday.

### 13.3 Holidays falling during leave or time off

- 13.3.1 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.
- 13.3.2 Leave without pay: An employee shall not be entitled to payment for a public holiday during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed. This applies to both sick and military leave without pay.
- 13.3.3 Leave on reduced pay: An employee shall not be paid at ordinary time rate for a public holiday falling during a period of reduced pay.

### 13.4 Time off for working on Public holidays

- 13.4.1 An employee may be required to work on any of the Public Holidays as set out above. If an employee is required to work on a public holiday or substituted succeeding day, an alternative holiday shall be taken. The alternative day shall be taken on a day agreed between the

employee and the employer, wherever practicable within three months of the entitlement arising. If the agreement cannot be reached the provisions of the Holidays Act 2003 shall apply.

## **14 SICK LEAVE**

### **14.1 Sick Leave Entitlement**

- 14.1.1 All employees will be entitled to 10 days sick leave on appointment for the first 12 months of service.
- 14.1.2 The employee's entitlement will then be increased by 10 days every twelve months thereafter. After 25 increments of 10 days have been made the increments will cease and the total entitlement remain at 260 days less the total amount of sick leave with pay that the employee has already taken during their service.
- 14.1.3 Any employee appointed before 2 March 2010 with a balance of 260 or more day's sick leave will retain their current balance and will not accrue any further leave until the balance reduces below 260 days at which point the employee will accrue sick leave at 10 days per year up to a total of 260 days.

### **14.2 Taking and Recording Sick Leave**

- 14.2.1 Where an employee is absent on sick leave for less than one full working day, the employee shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours; the employee shall be deemed to have taken one day's sick leave if absent for more than six hours during the day. All leave must be applied for as per the Leave Procedures.
- 14.2.2 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 their Manager within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30am. Where absence on sick leave, whether with or without pay, extends beyond five consecutive days, the employee must produce to the employer a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 14.2.3 Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employer may at any time and at the employer's own expense, if warranted, require the employee to submit to medical examination by a medical practitioner nominated by the employer.
- 14.2.4 Where an employee is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Accident Compensation Act 1972 will apply.
- 14.2.5 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.
- 14.2.6 Where an employee must, because of an emergency, stay at 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.
- 14.2.7 If an employee falls ill while they are absent on paid leave, that leave shall be interrupted and sick leave granted, upon the production of a medical certificate. This provision shall not apply if the employee is on leave without pay.
- 14.2.8 In exceptional circumstances the employer may grant paid or unpaid sick leave in excess of the periods prescribed above.

### **14.3 Accident & Accident Compensation**

- 14.3.1 All work accidents must be reported to the employee's manager on the day in which they occur. In the case where an injury results, this must be reported immediately to the manager.
- 14.3.2 If the employee is absent from work as a result of an accident, they must provide a medical report on the injury.
- 14.3.3 Where the absence is due to injury arising from a work accident, the employer shall make up the balance of pay between 80% of earnings related compensation that the Accident Rehabilitation and Compensation Insurance Corporation (ACC) covers and the employee's ordinary rate of pay.
- 14.3.4 Where the absence is due to a non-work accident, the employer shall pay for the first week of absence at the employee's ordinary rate of pay. Beyond the first week, however, the employer will apply the employee's sick leave (until exhausted) to make up the 20% difference in ordinary pay that is not covered by ACC.

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

- 15.1 Entitlement to Bereavement/Tangihanga leave shall be in accordance with the Holidays Amendment Act 2004.
- 15.2 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.
- 15.3 If a bereavement occurs while an employee is absent on paid leave the leave may be interrupted and bereavement leave granted. This does not apply if the employee is on leave without pay.

### **16 MATERNITY LEAVE**

- 16.1 Entitlements to Maternity/Parental Leave shall be in accordance with the Parental Leave and Employment protection Act 1987.
- 16.2 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.
- 16.3 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.
- 16.4 For an employee with less than one year's service maternity leave of up to six months is to be granted.
- 16.5 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 and must be supported by a certificate signed by a registered medical practitioner.

- 16.6 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.
- 16.7 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.
- 16.8 The Whitireia 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.

## **17 PATERNITY LEAVE**

- 17.1 The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all male employees.

## **18 PROFESSIONAL DEVELOPMENT LEAVE**

- 18.1 Full-time employees shall be entitled to five days Professional Development Leave per year, pro rata for part-time staff, subject to:
- (a) Each employee submitting a written professional development plan to the employer;
  - (b) The approval of the employer for the plan; such approval shall not be unreasonably withheld, and shall depend on the relevance and benefit to the Polytechnic as determined by the employer;
  - (c) Reasonable notice being given of proposed activities and the timing of activities being set with due regard to the Polytechnic's operational requirements. As far as possible staff agree to provide cover for essential tasks where other staff are on professional development leave on the basis of mutual negotiation;
  - (d) The plan relating to aspects of skill and performance development;
  - (e) It is agreed that any development leave which is not used in any one year will be forfeited, and may not be cashed up.
- 18.2 Allied staff undertaking study outside of that offered by Whitireia Community may be considered for study support.

## **19 SPECIAL LEAVE**

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

## **20 LONG SERVICE LEAVE**

- 20.1 An employee shall be granted a total of four weeks long service leave with full pay subject to the provisions below. The leave can be taken as follows:
- 1 week after the completion of 10 years continuous service
  - 1 week after the completion of 15 years continuous service
  - 2 weeks after the completion of 20 years continuous service

- 20.2 “Continuous Service” for long service leave shall begin from the start date of the employee’s coverage of this Collective Employment Agreement except for TIASA members as at 1 March 2014 for whom the definition as per section 2 Definitions applies.
- 20.3 Long service leave shall be granted no more than once to any employee.
- 20.4 Long service leave shall be taken in a single period.
- 20.5 Subject to the provisions of 20.6 below, long service leave shall be forfeited if not taken within five years of the completion of 20 years’ continuous service, or before the date the employee relinquishes office.
- 20.6 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period; retirement shall then be effective as from the date on which all such leave expires.
- 20.7 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.
- 20.8 If a married employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of the clause, the employee’s spouse or the estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the employee in respect of long service leave.
- 20.9 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.

**21 RETIRING LEAVE**

- 21.1 The provisions of the Retiring Leave agreement as contained in Schedule B of this Agreement shall only apply to employees who were TIASA members as at 1 March 2014.

**22 TRAVELLING ALLOWANCE**

- 22.1 Subject to the employer’s prior approval, an employee will be reimbursed for actual and reasonable costs incurred whilst on Polytechnic business.

**23 MEAL ALLOWANCE**

- 23.1 An employee who has been directed to work not less than two hours’ overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought, shall be paid the meal allowance rate. The allowance shall be paid at the rate of

1 Jan 2020	1 Jan 2021	1 Jan 2022
\$15.67	\$15.91	\$16.12

**24 MOTOR VEHICLE ALLOWANCE**

- 24.1 A motor vehicle allowance or equivalent fares may be paid to an employee requested by the employer to use their own vehicle in connection with official business. The allowance shall be paid at the IRD rate specified in the Special Expenditure Procedures.

## **25 SPECIAL ALLOWANCE**

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

## **26 HIGHER DUTIES ALLOWANCE**

- 26.1 A staff member who is substantially performing the duties 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 that of the position to be relieved.
- 26.2 To qualify for payment of a higher duties allowance the staff member must perform the duties for a minimum of five consecutive days.
- 26.3 An abated rate of allowance shall be paid where the staff member performs less than full duties and responsibilities of the higher position.
- 26.4 When a person in a higher graded position applies for leave the manager authorising the leave shall consider whether there needs to be relief. The Manager should discuss with the Dean/Service Manager their selection of a reliever. Once agreed, the terms of the relieving duty and payment should be offered in writing to the reliever before they perform the duties, countersigned by the Dean/Service Manager or DCE and a copy of the reliever's acceptance sent to Human Resources.

## **27 HEALTH AND FITNESS ALLOWANCE**

- 27.1 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 limited to gym membership, nutritional programmes, aerobic classes, yoga classes or equipment for participation in a particular health and wellness activity.

## **28 HEALTH, SAFETY AND WELLNESS**

- 28.1 ~~Both the Employer and the Employee shall comply with their obligations under the Health and Safety in Employment Act 1992 and any subsequent amendments. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health and safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.~~
- 28.2 ~~The Employee shall ensure they are familiar with the Employer's health and safety policies, and any modifications to those policies that may be introduced from time to time.~~

## **29 WORKSTATION SAFETY AND VDU AGREEMENT**

- 29.1 Using a VDU includes such activities as entering text and data, monitoring data displayed on a screen, or building computer programmes and applications.
- 29.2 The work environment of all staff members expected to spend at least 50% of their time using a VDU will be assessed usually within the first two weeks of the staff member starting work at the Polytechnic in that role and may be assessed at any time if so requested by the staff member. The purpose of this assessment will be to ensure that the work station is properly set up including that the position of the VDU screen is at the recommended viewing distance.

- 29.3 All staff will be provided with guidelines on how to manage their use of a VDU including the desirability of regular mini breaks from using the VDU (generally 10 minutes per hour) and exercises.
- 29.4 The provisions of the VDU agreement as contained in Schedule C of this Agreement shall only apply to employees who were TIASA members as at 1 March 2014.

### **30 PROTECTIVE CLOTHING/UNIFORMS**

- ~~30.1 Where the employer considers it necessary, appropriate protective clothing or uniforms 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 weedkillers, 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, providing 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 LAUNDERING OF PROTECTIVE CLOTHING**

- ~~31.1 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 SAFETY FOOTWEAR**

- ~~32.1 The following conditions shall apply to eligible employees:~~
- ~~(a) 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.~~
  - ~~(b) Where an eligible employee, with the employers' approval buys their own metal toe capped safety footwear and produces a receipt to the employer they may be reimbursed the actual and reasonable cost.~~
  - ~~(c) The entitlement to this reimbursement payment shall be limited to one per year except that in those instances where the employer is satisfied that due to genuine wear and tear an employee's safety footwear should be replaced within the one year period, the employer may reimburse the employee for an additional pair of safety footwear.~~
  - ~~(d) No more than two pairs of safety footwear will be reimbursed in any one year and the cost of the second pair shall be reimbursed only on the production of the worn out boots, which shall remain with the employer.~~
  - ~~(e) An employee who ceases to be employed by the employer before completing 12 months' continuous service shall refund to the employer one twelfth of the initial cost reimbursed for each uncompleted month of the 12-month period.~~
  - ~~(f) The employers consent is required prior to purchase.~~

### **33 REMOVAL EXPENSES**

33.1 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 JURY SERVICE**

34.1 An employee called on for Jury service will be entitled to special leave with pay. The employee may retain expenses but not the fees paid by the Department of Courts.

#### **35 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

~~35.1 The procedures set out in Schedule D of this Agreement shall apply to the settlement of any grievance that may arise between the parties.~~

#### **36 SAVINGS CLAUSE**

~~36.1 Nothing in this Agreement shall operate so as to reduce the wages and conditions of employment of any worker employed under this Agreement.~~

#### **37 REDUNDANCY AGREEMENT**

37.1 The process to be followed where surplus staffing and/or redundancy may occur is contained attached in Schedule E.

#### **38 TRANSFER, SALE OR CONTRACTING OUT (TECHNICAL REDUNDANCY)**

38.1 The employer recognises the serious consequences that the loss or change of employment can have on individual employees and seeks to minimise those consequences. In the event of the sale, transfer, merger or contracting out or outsourcing of all or part of the business the employer will make every effort to ensure that employees are offered ongoing employment on no less favourable terms and conditions of employment.

38.2 Where the employee's employment is being terminated by reasons of a staff surplus, nothing in this agreement shall require the employer to pay compensation for redundancy to the employee if that employee has received an offer of employment in the same capacity in which the employee was employed on no less favourable terms and conditions of employment, and treating the employee's service as continuous, or in a capacity which does not meet the above requirements but the employee is willing to accept.

#### **39 UNION MEETINGS**

~~39.1 The employer shall allow every employee covered by this agreement who has nominated TIASA as their bargaining agent to attend an ordinary pay meeting(s) with TIASA to a maximum of 4 hours in any one year as per the Employment Relations Act.~~

~~39.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which 39.1 applies.~~

~~39.3 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.~~



- ~~39.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.~~
- ~~39.5 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.~~

#### **40 UNION FEE DEDUCTIONS**

- ~~40.1 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. The employer, when requested in writing by the union, shall, within one month of receipt of such request, supply to the union a list of all employees. Such requests shall not be made to the employer at intervals of less than six months.~~

#### **41 RIGHT OF ACCESS**

- ~~41.1 Subject to the Employment Relations Act 2000, the secretary or other authorised officer of TIASA, shall with the consent of the employer (which consent will not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purposes of interviewing any workers represented by the union, or enforcing this contract, including access to wages, holiday and time records, provided this does not interfere with class programmes/session times.~~

#### **42 MINIMUM WAGE**

- ~~42.1 All employees shall receive a salary rate at or above the Minimum Wage rates as prescribed by the Minimum Wage Act 1983. Salary details are as per the Salary Scales in Schedule A.~~

#### **43 PASSING ON**

- ~~43.1 The current MoU between the employer party and TIASA will apply. Refer Schedule F.~~

#### **44 BRANCH CHAIR**

- ~~44.1 The employer will recognise the TIASA Branch Chairperson as a union representative on site. Notice of the appointment of the chairperson will be given to the employer in writing.~~

#### **45 TERM OF AGREEMENT**

~~This Agreement shall come into force on the 1<sup>st</sup> day of January 2021 and shall continue in force until the 31<sup>st</sup> day of December 2022.~~

This Agreement was signed by the parties as follows:

\_\_\_\_\_  
For an on behalf of the Whitireia Community Polytechnic Ltd

\_\_\_\_\_  
Dated

\_\_\_\_\_  
For an on behalf of Tertiary Institutes Allied Staff Association

\_\_\_\_\_  
Dated

## SCHEDULE A – SALARY SCALES

### ALLIED GENERAL OCCUPATIONAL CLASS

1. This class shall include all Allied positions not designated as:
  - Building Maintenance Occupational Class
  - Library Occupational Class
  - Printing Occupational Class
2. Salaries payable to positions in this class are:

<b>From</b>	<b>01/01/2020</b>	<b>01/01/2021</b>	<b>01/01/2022</b>
<b>Grade</b>	<b>1.75%</b>	<b>1.5%</b>	<b>1.35%</b>
<b>3</b>	\$45,861	\$46,549	\$47,177
	\$47,235	\$47,944	\$48,591
	\$48,656	\$49,386	\$50,053
<b>4</b>	\$51,671	\$52,446	\$53,154
	\$53,259	\$54,058	\$54,788
	\$54,893	\$55,716	\$56,468
<b>5</b>	\$58,139	\$59,011	\$59,808
	\$60,121	\$61,023	\$61,847
	\$61,978	\$62,908	\$63,757
<b>6</b>	\$65,874	\$66,862	\$67,765
	\$67,920	\$68,939	\$69,870
	\$70,031	\$71,081	\$72,041
<b>7</b>	\$73,484	\$74,586	\$75,593
	\$76,367	\$77,513	\$78,559
	\$80,211	\$81,414	\$82,513
<b>8</b>	\$81,923	\$83,152	\$84,275
	\$83,861	\$85,119	\$86,268
<b>9</b>	\$86,844	\$88,147	\$89,337
	\$89,940	\$91,289	\$92,521
<b>10</b>	\$93,146	\$94,543	\$95,819
	\$96,464	\$97,911	\$99,233
<b>11</b>	\$99,909	\$101,408	\$102,777
	\$103,476	\$105,028	\$106,446
<b>12</b>	\$107,171	\$108,779	\$110,248
	\$111,002	\$112,667	\$114,188
<b>13</b>	\$114,973	\$116,698	\$118,273
	\$119,088	\$120,874	\$122,506

### 3. Progression:

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

### **BUILDING & MAINTENANCE OCCUPATIONAL CLASS**

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

- Cabling & Compliance Officer
- Carpenter
- Maintenance Officer
- Painter/Decorator
- Gardener/Landscaper

2. Salaries payable to positions in this class are:

<b>From</b>	<b>01/01/2020</b>	<b>01/01/2021</b>	<b>101/01/2022</b>
<b>Grade</b>	<b>1.75%</b>	<b>1.5%</b>	<b>1.35%</b>
1	\$53,093	\$53,889	\$54,617
2	\$55,518	\$56,351	\$57,112
3	\$57,028	\$57,883	\$58,664
4	\$58,516	\$59,394	\$60,196
5	\$60,680	\$61,590	\$62,421
6	\$62,846	\$63,789	\$64,650
7	\$66,400	\$67,396	\$68,306
8	\$69,441	\$70,483	\$71,435
9	71,297	\$72,366	\$73,343
10	\$80,403	\$81,609	\$82,711

### **3. Progression:**

3.1 Grade 1 to 3 discretion of employer.

- Progression from Grade 2 to 3 being after not less than one year in Grade 2 and performance being satisfactory.
- Progression from Grade 3 to Grade 4 after at least 12 months on Grade 3, on proven competence.

3.2 Grade 4 on appointment to established position.

- Progression to Grade 5 being after 12 months on Grade 4.

3.3 Grade 6 on appointment to established position.

- Progression to Grade 7 being after 12 months on Grade 6.

3.4 Beyond Grade 7 on appointment to an established position.

## LIBRARY OCCUPATIONAL CLASS

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

- Librarian
- Deputy librarian
- Assistant librarian
- Library assistant

2. Salaries payable to positions in this class are:

<b>From</b>	<b>01/01/2020</b>	<b>01/01/2021</b>	<b>01/01/2022</b>
<b>Grade</b>	<b>1.75%</b>	<b>1.5%</b>	<b>1.35%</b>
<b>3</b>	\$44,894	\$45,567	\$46,182
	\$46,683	\$47,383	\$48,023
	\$48,907	\$49,641	\$50,311
<b>4</b>	\$48,907	\$49,641	\$50,311
	\$50,415	\$51,171	\$51,862
	\$52,584	\$53,373	\$54,094
	\$54,528	\$55,346	\$56,093
<b>5</b>	\$57,370	\$58,231	\$59,017
	\$59,643	\$60,538	\$61,355
<b>6</b>	\$59,643	\$60,538	\$61,355
	\$62,167	\$63,100	\$63,952
	\$64,763	\$65,734	\$66,621
<b>7</b>	\$67,497	\$68,509	\$69,434
	\$70,013	\$71,063	\$72,022
<b>8</b>	\$71,566	\$72,640	\$73,621
	\$74,518	\$75,636	\$76,657
<b>9</b>	\$77,110	\$78,267	\$79,324
	\$81,122	\$82,339	\$83,451
<b>10</b>	\$84,563	\$85,831	\$86,990
	\$89,477	\$90,819	\$92,045

### 3. Progression:

3.1 Grade 1 to Grade 2:

- Positions established 1 merit 2 one year on the maximum of Grade 1 and a satisfactory standard of performance.
- Others: After two years on the maximum of Grade 1 and subject to demonstration of merit.

3.2 Grade 3 to 4, and 4 to 5 (where applicable); 8 to 9; 9 to 10:

After 12 months on the maximum of the lower Grade and subject to satisfactory performance.

#### 4. Minimum commencing salaries:

4.1 Appointment to Grade 1 positions

<b>Qualifications at Time of Appointment</b>	<b>Commencing Salary Step</b>
No recognised academic qualification	Steps 1
School Certificate	Step 2
Six Form Certificate, University Entrance, Higher School Certificate	Step 3
NZU Certificate (NZLAC) / NZ Library Studies Certificate (NZLSC)	Step 4
Certificate NZLS or ALA or BA/BSc	Step 5
BA/BSc Hons or Higher or Dip NZLS / Dip Lib	Step 6

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

4.2 Appointment to Grade 3 positions

<b>Qualifications at Time of Appointment</b>	<b>Commencing Salary Step</b>
NZLA Certificate / NZLSC	Step 1
Cert NZLS or ALA or BA/BSc	Step 2
BA/BSc (3 <sup>rd</sup> Class Hons) or MA/MSc	Step 3
BA/BSc plus Dip NZLS/Cert NZLS/Dip Lib plus allowance of \$363	Step 3
BA/M4/BSc/MSc (2 <sup>nd</sup> Class Hons)	Step 5
BA/BSc (3 <sup>rd</sup> Class Hons) plus Dip NZLS/Dip Lib or MA/MSc plus Dip NZLS/Dip Lib	Step 5
BA/MA/BSc/MSc (1 <sup>st</sup> Class Hons)	Step 7
BA/MA/BSc/MSc (2 <sup>nd</sup> Class Hons) Plus Dip NZLS/Dip Lib	Step 7
BA/MA/MSc (1 <sup>st</sup> Class Hons) plus I 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.

4.3 Expectation allowance:

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

## PRINTING OCCUPATIONAL CLASS

1. This class shall include all Reprographic and Printing positions.
2. Salaries payable to positions in this class are:

<b>From</b>	<b>01/01/2020</b>	<b>01/01/2021</b>	<b>01.01.2022</b>
<b>Grade</b>	<b>1.75%</b>	<b>1.5%</b>	<b>1.35%</b>
3	\$45,206	\$47,884	\$48,530
	\$47,163	\$47,870	\$48,516
	\$49,241	\$49,980	\$50,655

### 3. Progression:

- 3.1 In respect of employees occupying the following graded positions, progression shall be on merit and job content.

## TECHNICIANS OCCUPATIONAL CLASS

1. This class shall include all positions with the following or similar designations:
  - Senior technical officer
  - Technical officer
  - Technician
  - Technical trainee
2. Salaries payable to this class are:

<b>From</b>	<b>01/01/2020</b>	<b>01/01/2021</b>	<b>01/01/2022</b>
<b>Grade</b>	<b>1.75%</b>	<b>1.5%</b>	<b>1.35%</b>
	\$46,990	\$47,694	\$48,338
	\$48,754	\$49,485	\$50,153
3	\$50,532	\$51,290	\$51,982
	\$53,321	\$54,121	\$54,852
	\$55,894	\$56,732	\$57,498
4	\$69,474	\$70,516	\$71,468
	\$63,199	\$64,147	\$65,013
5	\$67,083	\$68,089	\$69,008
6	\$69,985	\$71,035	\$71,994

### 3. Progression:

- 3.1 Grade 1 to Grade 2 on being awarded NZCS or NZCE with three years' acceptable practical experience, or recognised equivalent qualifications and experience or on merit.
- 3.2 Beyond Grade 3 on job content.

## SCHEDULE B – RETIREMENT LEAVE

Note – This schedule is only applicable to employees who were TIASA members as at 1 March 2014 (“eligible employees”).

Retiring leave for eligible employees shall be calculated on a pro rata basis according to the employee's record of service.

- (a) Permanent employees who have attained the age of 60 years and completed at least 10 years' service; or
- (b) Permanent employees who have established eligibility for retirement on medical grounds. Such employees 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 Table B otherwise.

For employees whose services are dispensed with through no fault of their own, before reaching retiring age, the employer will consider granting retiring leave in accordance with Table A.

**Table A**

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

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.

An employee who has more than 20 years' continuous service, and is eligible for retiring leave as detailed above can request to anticipate retiring leave (i.e. take it prior to retiring).

Anticipated Retiring Leave must be taken at a time agreed by the employer, that agreement will not be unreasonably withheld.

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.

**Table B – Retiring Leave Entitlement in Working Days**

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



## **SCHEDULE C – DISPLAY UNIT (VDU) AGREEMENT**

Note – This schedule is only applicable to employees who were TIASA members as at 1 March 2014 (“eligible employees”).

The use of Visual Display Units (VDU) is widespread in the workplace. The purpose of this VDU agreement is to provide financial assistance to eligible employees who are required to use a VDU for at least 50% of their normal time at work and need to use corrective lenses, and are covered by this collective employment agreement (CEA).

The parties to this agreement note that there is no scientific evidence that the vision of VDU users deteriorates more rapidly than the vision of non VDU users.

“Several scientific studies have compared the vision of VDU users and clerical workers over several years. They have shown that, in the long term, VDU use does not cause a more rapid deterioration of VDU users’ vision. Other causes of visual and ocular discomfort may be:

- Uncorrected visual anomalies;
- An inappropriate glasses or contact lens prescription;
- Poor office furniture selection and/or design; or
- Inadequate lighting.

Such symptoms may also result from alterations in the way the eye produces the tear film on the surface of the eyeball, perhaps compounded by excessive heat or low humidity.”

Excerpt from the *Approved Code of Practice for the use of Visual Display Units in the Place of Work* published by the Occupational Safety and Health Service, Department of Labour 1995

### **Definition**

For the purposes of this agreement the term Visual Display Unit shall be defined as follow:

“A visual display unit (VDU) is defined as a combination of an electronic display screen, a keyboard and/or an input device.”

*Ergonomic requirements for office work with visual display terminals* (International Standards Office, Geneva, 1992).

### **Eye Examination and Corrective Lenses Agreement**

Eligible employees required to use a VDU for at least 50% of their normal working time is entitled once in a two year period to an eye examination by a registered optometrist at the Polytechnic’s expense.

If the examination discloses that corrective lenses are required or a new prescription is required to facilitate the recommended viewing distance of a VDU the Polytechnic will refund up to \$300, of the cost of corrective lenses, inclusive of the cost of the initial eye examination and subject to the staff member not accessing this benefit in the previous two year period.

In order to access this benefit, evidence that new and/or improved corrective lenses are required to facilitate the recommended viewing distance of a VDU must be provided by the staff member in the form of a signed statement by the registered optometrist.

*The parties acknowledge and agree that “corrective lenses” refers to either glasses or contact lenses.*

## **SCHEDULE D – PROCEDURE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS AND PERSONAL GRIEVANCES**

~~This procedure applies to the settlement of all employment relationship problems and personal grievance matters within our organization. You are reminded that a Personal~~

~~Grievance is about a situation where you feel aggrieved because of an action, or actions, taken by the polytechnic. Any staff member (but not contractors) may use this procedure.~~

~~If you consider that you have been treated unfairly and feel aggrieved you are urged to raise the matter with an appropriate employer representative within the organization as soon as possible after any incident which caused those feelings. Speedy resolution of any problem will be the objective in every case.~~

~~N.B. An employer 'representative' is a person who is an employee at Whitireia and who has authority over any employees in the workplace (e.g. a manager, Head of School or Director)~~

### **Step 1**

~~You must first speak with your manager. If for any reason you don't wish to speak to your manager you should discuss the issue with another employee representative who can deal with it (e.g. a director). You are entitled at all stages to consult with a representative of your union (TIASA)~~

### **Step 2**

~~If you [or TIASA] prefer to raise the matter in writing or if any matter you have raised under Step 1 has not been resolved, you should write a letter to the Director of your work area regarding your problem or grievance.~~

~~This letter should cover three points;~~

- ~~• Details of your problem or grievance,~~
- ~~• Why you feel aggrieved,~~
- ~~• What solution you seek to resolve the matter.~~

~~Any letter raising a grievance should be submitted within 90 days of the event giving rise to that grievance.~~

### **Step 3**

~~Wherever practicable a meeting time and date will be agreed within seven days of receiving a letter. The aim of the meeting will be to discuss and attempt resolution of the matter and any failure by either party to attend this meeting will be regarded as a breach of good faith. If either party feels that they are unable to reach a solution they must advise the other party in writing setting out the reason(s) for their decision [The parties are the complainant and the management representative]~~

### **Step 4**

~~If the problem or grievance cannot be resolved at the Step 3 meeting and you wish to pursue Personal Grievance, you must write to an employer representative with that advice. If there is no change in the details of your grievance, as set out in Step 2, you may simply refer to your Step 2 letter. Otherwise, you will need to write a further letter.~~

~~Note: You must follow Step 4 within 90 days of any advice, under Step 3, should the grievance not be resolved. Failure to provide this formal notice within the 90 day period will render the grievance void and you won't be able to raise it again under any circumstances.~~

~~This time limit is to ensure that every effort is made to resolve grievances as quickly as possible in accordance with the principles of the Employment Relations Act.~~

### **Step 5**

~~Within 7 days of receiving your advice that you are pursuing a Personal Grievance an employer representative will advise you, in writing, of the result of this final review of the circumstances and whether it is believed a solution is possible. This Step is not to delay the filing of your Personal~~

~~Grievance with the Mediation Service of the Department of Labour but to give a final opportunity to review the employer's position.~~

### **Step 6**

~~You may file your Personal Grievance with the Mediation Service or with any alternative mediation provider as may be agreed.~~

## **SCHEDULE E – SURPLUS STAFFING/REDUNDANCY AGREEMENT**

The following are the terms of the surplus staffing agreement between Chief Executive Officer, Whitireia Community Polytechnic and the Tertiary Institutes Allied Staff Association Incorporated.

### **1. SCOPE OF AGREEMENT**

This agreement shall apply to members of the Tertiary Institutes Allied Staff Association employed, under this contract, by the Chief Executive Officer, Whitireia Community Polytechnic Ltd a subsidiary of Te Pūkenga.

### **2. INTENT OF AGREEMENT**

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this agreement. These provisions apply to employees who for all intents and purposes have an ongoing expectation of employment.

### **3. DEFINITION**

Where the Polytechnic requires a reduction in the number of employees or employees can no longer be employed in their current position, at their current grade (i.e. the terms of appointment to their present position), then the options in clause 5 below shall apply.

### **4. CONSULTATION**

Prior to any review commencing, the Chief Executive will notify the National Secretary of TIASA of the intention to commence a review and will liaise with TIASA to establish an agreed time frame for the consultation process to be taken.

The employer will ensure that any potential group/section of affected staff is clearly identified.

The employer will identify the reason for the review and this will be communicated in writing to the TIASA National Secretary, the local TIASA Branch Chairperson, and to any employees likely to be affected.

The employer will discuss with TIASA the extent of the review process and time frame. TIASA and the staff affected will be involved in a full evaluation of the review before any final decisions are made.

The agreed time frame will include a minimum of 1 month to ensure TIASA and the employees can prepare individual or collective submissions to the employer. Where this time frame is not practicable, a lesser period of time may be negotiated.

The Branch Chairperson of TIASA and the TIASA National Secretary will be provided with all information that for the purposes of this clause will assist in determining the need for any organisational change and/or whether there are potential surpluses of staff.

### **5. OPTIONS**

In surplus staffing situations, the listed options shall be applied in the following order.

- (a) attrition
- (b) redeployment
- (c) enhanced early retirement
- (d) retraining
- (e) severance

The aim will be to minimise the use of severance. Where the other options are inappropriate, to discharge the surplus the option of severance will be made available.

Employees who are offered a position within the institute which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

## **6. CONDITIONS APPLYING TO OPTIONS**

Attrition - Attrition means that as employees leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

Redeployment - Employees may be redeployed to a new job at the same or lower salary within the institute. The following conditions will apply:

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment.
- (b) The salary will be preserved in the following way: An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

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

Enhanced Early Retirement - This option provides for an employee to be paid the money available under the severance option which may, if the employee so desires, be used to make up the actual superannuity payable. Employees are eligible if they are 50 years of age or more and have 10 years total service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

Enhanced Early Retirement may be made available at the discretion of the Polytechnic at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment or reassignment.

The total amount paid to employees under this provision shall not exceed the total salary (as defined under severance below) the employee would have received between their actual retirement and reaching the age of 65 years.

Redundancy – Where none of other options are available the position will be declared surplus and the employee given two months' notice in writing of this. Severance will then apply as detailed below.

### Severance

- (a) For the purposes of these provisions, salary is defined a taxable salary, exclusive of allowances.
- (b) Service for the purposes of this severance means continuous service in the employment of Whitireia Community Polytechnic.
- (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.

## **7. RIGHTS OF EMPLOYEES DECLARED SURPLUS**

Time off to attend interviews - the Chief Executive Officer shall give employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the institute being met.

References - the Chief Executive Officer shall supply to all redundant employees a letter of reference.

Counselling - counselling for affected employees and family may be made available as necessary.

Employees on Leave - an employee who is declared surplus and who is on maternity leave, absence due to extended illness and/or accident compensation, approved special leave without pay or secondment shall be entitled to the surplus staffing provisions of this agreement.

Any employee who is declared surplus whilst on approved maternity leave shall have their severance calculated for the preceding 12 months of service at the salary of their substantive position at the time of commencing leave.

## **8. DISPUTE PROCEDURE**

In the event of a dispute arising regarding this agreement the procedure for resolving employment relationship problems and personal grievances (Schedule D) applies.

## **9. TERM OF AGREEMENT**

These arrangements shall be effective from 1 January 2021 until renegotiated.

## **SCHEDULE F – MEMORANDUM OF UNDERSTANDING – PASS ON (THIS MoU SITS OUTSIDE THE COLLECTIVE AGREEMENT)**

~~This is an agreement under s 59B(5) of the Employment Relations Act 2000 between TIASA and Whitireia (“the employer”).~~

~~TIASA agrees that the employer may pass on to any of its allied staff employed on individual employment agreements any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met:~~

- ~~(a) A period of at least three months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any employee covered by an individual employment agreement;~~
- ~~(b) 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;~~
- ~~(c) There has been prior consultation with TIASA before any pass on is offered pursuant 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 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 the above clauses 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.~~



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

Whitireia - Building &  
Maintenance Occupational  
Class

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

Whitireia - Library  
Occupational Class

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

Whitireia - Printing  
Occupational Class

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

Whitireia - Technicians  
Occupational Class

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



WelTec - Executive/Clerical  
Occupational Class

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

WelTec - Library  
Occupational Class

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

WelTec - Technicians  
Occupational Class

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