



Allied Staff

Collective Employment Agreement

Effective from: 5 August 2021

Expires: 31 December 2022



Wintec

WAIKATO INSTITUTE OF TECHNOLOGY
Te Kuratini o Waikato

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ARRANGEMENT

1.0 AGREEMENT COVERAGE

1.1 The parties to this agreement are:

- a) The Chief Executive Officer of the Waikato Institute of Technology (Wintec) referred to as the "Employer"; and
- b) The Tertiary Institutes Allied Staff Association, referred to as "TIASA", which is the Union authorised to act on behalf of the Employees who are bound by this Agreement and have authorised TIASA to act on their behalf;

1.2 Coverage of the Agreement

1.2.1 This Agreement covers all staff members that are employed in non-academic roles including, but not limited to: clerical, telephone services, secretarial, administrative, library services, learning resources, technical support, reprographics, tea provisions, liaison, mail processing and delivery, general hands, counselling, supervisors and team leaders of the above work

1.2.2 This Agreement does not cover employees employed in the following types of positions, or areas:

- a) The Chief Executive Officer; Deans; Group Managers; Managers; Team Managers, Centre Director ; and any other positions designated as Senior Positions in terms of section 594 of the Education and Training Act 2020; or
- b) Nurse Practitioners; Childcare; Security.

1.3 Any employee covered by this agreement who is subsequently offered and accepts an individual employment agreement for senior staff (being the holder of a position designated a senior position in terms of Section 594 of the Education and Training Act 2020) shall cease to be a party to this Agreement.

1.4 Bargaining agent recognition: Subject to The Employment Relations Act 2000 the employer agrees to recognise TIASA as the collective bargaining agent for those employees covered by this collective employment agreement who are members of TIASA and have appointed TIASA as their bargaining agent.

1.5 Variation of the Agreement

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

The parties have agreed that this agreement may be varied during its term by written agreement between the parties to the Collective Agreement.

2.0 DEFINITIONS

"Employer" means the Chief Executive Officer of the Waikato Institute of Technology, or any manager acting within his/her delegated authority.

"Institute" means Waikato Institute of Technology and any corporation, trust or enterprise established by the Employer or the Governing Body of the Employer party to this Agreement.

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

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

"Part-time employee" means an employee who undertakes the duties of a position of less than 37.5 hours per week.

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

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

"TIASA" means the Tertiary Institutes Allied Staff Association, being the union for allied staff.

The term "week" means the number of days of the week on which the employee normally works.

"Leave year" means a year ending on 31 December except in the case of a new employee for whom it means the first anniversary date of 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.

3.0 TERMS OF EMPLOYMENT

3.1 Termination of Employment

- a) One month's written notice of termination must be given by either party, but this shall not affect the employer's right to dismiss an employee without notice for serious misconduct.
- b) A variation to the period of notice may be agreed in writing between the employee and the employer.
- c) The employer may, before the expiration of any notice given under subclause (b) of this clause and with the employee's consent pay to the employee concerned the salary he/she should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- d) Where the employment is to be terminated because of redundancy, the employee shall receive not less than two months notice.
- e) Abandonment
Any employee who is absent from work for a continuous period exceeding three working days without notification, good reason or consent from the employer shall be deemed to have terminated their employment. Where there is subsequently found to be good reason, an employee's employment will be deemed not to have been terminated.

3.2 Retirement

- a) Employees may retire upon becoming eligible for Guaranteed Retirement Income.
- b) Notwithstanding (a) above, employees may be engaged on a temporary basis beyond retirement age.
- c) The employer may approve the early retirement of an employee who has attained the age of 50 with 10 years' service; or on medical grounds.

4.0 SALARIES

4.1 Salaries to be paid to all new and existing employees are those listed in schedule A of this agreement.

The grade of a position shall be determined by Job Evaluation Grading, and the rate at which each employee is paid, by the following factors:

- (i) Qualifications and Experience
- (ii) Performance Appraisal (where appropriate)
- (iii) Market Relativities

4.2 Commencing salary rates shall be based on the factors in 4.1 (above).

4.3 From 5 August 2021 all employees will be paid at least the living wage. Minimum salaries will be adjusted in accordance with future adjustments to the living wage.

4.4 Salary increments : An employee holding a position on a grade to which two or more incremental salary steps apply, and who is not being paid at the highest of those steps shall, after 12 months at that rate, move to the salary step above.

4.5 The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory as shown by the annual performance review. When an increment is withheld, the employee shall be advised in writing of the reason(s).

4.6 Annual performance appraisals and individual salary reviews shall be carried out by the employer, and where appropriate the employer will increase individual salaries. Reviews will be based on the factors in 4.1

- 4.7 All salaried shall be direct credited fortnightly into the bank account or joint account standing in the name of the employee and shall be available no later than the Wednesday, in any pay week.

Table 1

Library Staff: Qualifications at Time of Appointment	As at 5 August 2020	As at 5 August 2021	As at 5 August 2022
BA/BSc (3rd Class Hons) MA/MSc or Dip NZLS/Dip Lib MLIS BA/BSc plus Dip NZLS/Cert NZLS/Dip Lib plus allowance of \$407	\$42,046	\$44,363	\$44,918
BA/MA/BSc/MSc (2nd Class Hons) BA/BSc (3rd Class Hons) plus Dip NZLS/Dip Lib/ MLIS or MA/MSc plus Dip NZLS/Dip Lib/ MLIS	\$43,671	\$44,721	\$45,281
BA/MA/BSc/MSc (1st Class Hons)	\$47,735	\$48,785	\$49,395
BA/MA/BSc/MSc (2nd Class Hons) plus Dip NZLS/Dip Lib/MLIS	\$47,735	\$48,785	\$49,395
BA/MA/MSc (1st Class Hons) plus Dip NZLS/Dip Lib/MLIS And any other equivalent/relevant qualification	\$50,981	\$52,031	\$52,682

5.0 HOURS OF WORK

- 5.1 The hours of work will normally be 37.5 hours per week, 7.5 hours per day, on five consecutive days, between 7am and 10pm. The daily hours of work will normally be continuous and will not be broken, except for meal breaks.
- 5.2 Wintec may agree with a staff member, to work outside the normal hours of work provided for within this agreement. In this instance, overtime rates would not apply. Agreement must be genuine by both parties.
- 5.3 Staff covered by this agreement as at 1 August 2013, will not have their existing hours of work changed other than by agreement between the staff member and the manager. Such agreement must be genuine from both parties.

6.0 MEAL AND REST BREAKS

- 6.1 No employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour, nor more than one hour's duration.
- 6.2 Each employee shall be allowed rest breaks of 10 minutes each in the morning, afternoon or evening at times specified by his/her supervisor/manager.

7.0 OVERTIME

- 7.1 Overtime is defined as hours worked over 37.5 hours per week, and must have the prior approval of the staff member's line manager.

- 7.2 All overtime worked will be paid for at time and a half or, both parties may agree to time in lieu (time off on the basis of one hour for each hour worked). Time in lieu will be taken at an agreed time, within three months unless agreed otherwise. The maximum amount of time in lieu that may be accumulated is 37.5 hours. If not taken, time in lieu will be paid at time and a half.
- 7.3 When overtime is worked a staff member will have a break of at least nine consecutive hours before starting work the next day. Any normal hours not worked for the purposes of allowing a staff member a nine hour break, will be paid as if they had been worked. If a staff member is directed to start work without having this break, all normal hours worked will be paid as overtime until a nine hour break has been given.
- 7.4 A staff member in receipt of salary \$69,118 per annum or more (including higher duties allowance) from 5 August 2021, and \$69,981 per annum or more from 5 August 2022, will not be entitled to overtime or time in lieu provisions.

8.0 CALL BACK

- 8.1 Subject to the provisions of 8.2 and 8.3 below, where an employee is called back to work after:
- (i) completing the day's work; and
 - (ii) leaving the place of employment; or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.
- 8.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 8.3 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

9.0 SERVICE FOR LEAVE PURPOSES

For the purposes of clauses 10, 13, 16 and 17, the following definitions apply:

- 9.1 "Service". In the case of employees engaged by the employer on or before 15 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 (see appendix 1).
- In the case of employees engaged after 15 August 1992 service shall mean continuous service within the Polytechnic sector.
- 9.2 "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.
- 9.3 In any instance where an employee has received a benefit for severance or early retirement under a State Permanent Staff Deployment Package such employment which has been taken account of in calculating the benefit shall not be credited for "service" in any of the provisions of this clause.

10.0 ANNUAL LEAVE

- 10.1 Subject to the provisions of 10.2 to 10.5 below, an employee shall be granted annual leave, on completion of each year's service, as follows:

LENGTH OF SERVICE	ENTITLEMENT
	Five weeks

On completion of five years service before the end of leave year, in that and succeeding leave years.	
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- 10.2 An employee who is granted study leave or a bursary shall be granted such annual leave as the employer may approve.
- 10.3 Annual leave will not be taken without the prior consent of the employer, at a time which will take into account the operational requirements of the Institute and the employee's needs. The employer's agreement will not be unreasonably withheld. If no mutual agreement is reached, the employer will give the employee at least 14 days notice of when the leave is to be taken.
- 10.4 Any employee with less than twelve months' service in any one leave year is entitled to annual leave calculated at 8% of gross earnings, less any leave taken.
- 10.5 Holiday pay shall be calculated on the basis of average earnings (as defined in the Holidays Act 2003) during the year of entitlement, provided that this is not less than the ordinary rate of pay at the time the holiday is taken.

11.0 PROFESSIONAL DEVELOPMENT LEAVE

Employees shall be entitled to a minimum of five days professional development leave per annum.

- 11.1 Reciprocal Commitment
Employees have an obligation to maintain and enhance their capabilities for their current position and to develop themselves for future positions; and the Employer has a responsibility to ensure that Employees receive timely and appropriate opportunities for professional development.
- 11.2 Support for Professional Development Time
 - 11.2.1 Permanent employees will be allocated 5 duty days for professional development activities in each leave year for which they are employed, reduced on a pro rata basis for proportional employees and for periods of employment of less than a full leave year, subject to:
 - (a) The Employee having subjected a written professional development plan to the Employer. Such plan may be revised in the course of the year.
 - (b) The Employer having agreed to the plan; such approval not being unreasonably withheld.
 - (c) Reasonable notice being given of the proposed activities.
 - (d) Timing of the activities being set with due regard for the Institute's operational requirements.
 - 11.2.2 Professional development activities are deemed to include any activities, which enhance an employee's performance, ability or effectiveness to perform their job.
 - 11.2.3 Professional development time may, by agreement between the Employer and the Employee, be carried over to a future year to support planned development activities. Such agreement must be recorded in writing in the Employee's annual professional development plan.
 - 11.2.4 The Employer may agree to professional development time in excess of 5 days (37.5 hours) for development activities which have particular benefit to the Institute.
 - 11.2.5 Subject to 11.2.3 above, professional development time unused at the end of the leave year shall be forfeited.

12.0 PUBLIC HOLIDAYS

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

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

12.2 **Leave Without Pay**

An employee shall not be entitled to payment for a public holiday during a period of leave without pay. This applies to both sick and military leave without pay.

12.3 **Leave on Reduced Pay**

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

13.0 **SICK LEAVE**

13.1 Subject to 13.2 to 13.11, an employee 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 or amendments shall be entitled to leave on full pay as prescribed in 13.10 below.

Employees are able to utilise 1 day of available sick leave entitlement per year as a Wellness Day.

13.2 Subject to the provisions of 13.3 below, each period of absence on sick leave shall begin on the first working day of the employee's absence from duty and shall end on the last working day before that on which duty is resumed and the sick leave for the period shall be reckoned in consecutive days, excluding Saturdays, Sundays, public holidays or substituted succeeding days, where applicable, which may fall during the period.

13.3 Where an employee is absent on sick leave for less than one full working day, the employee shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours; the employee shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.

13.4 Subject to the provisions of 13.5 below, where for reasons of sickness an employee cannot attend at the place of employment at the time appointed, that employee must endeavour to send notice of absence to the supervisor/manager within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30 am. 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.

13.5 In cases of long-term absence on sick leave, Wintec may require that the employee undergo a medical examination for the purposes of a second opinion with a medical practitioner nominated by the employer and arranged at the expense of Wintec if;

13.5.1 You are incapable of properly performing your duties for a continuous period of two or more months, or for periods cumulatively totalling three months in any calendar.

13.5.2 Where Wintec considers that an employee's performance may be impaired by a possible medical condition, Wintec may require an employee to undergo an examination by a registered medical practitioner nominated by Wintec. Wintec reserves the right to require a specialist medical practitioner examination and a report, or a registered clinical psychologist examination and report if such an examination is recommended by a registered medical practitioner in specific cases.

13.5.3 Should the employee be found unfit to perform their duties either full or partially the employee may be placed on sick leave until cleared to return to work.

13.5.4 A medical certificate certifying that an employee is fit to return to work may be required after a period of long term absence.

- 13.5.5 Employees may attend a medical practitioner of their choosing for the purposes of a second opinion. Wintec will reimburse the employee, up to the same total costs as attending the Wintec nominated medical practitioner.
- 13.6 Sick leave with pay is not to be granted if the sickness or ill health has been caused by the employee's own misconduct. To satisfy itself on that point the employer may arrange for an examination by a medical practitioner to be undertaken at the employee's residence. Any fee is payable by the employer which may be recovered from the employee if the report is not favourable.
- 13.7 Where an employee 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 or amendments will apply. Any period for which the employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed in 13.10 below.
- 13.8 Whether or not sick leave entitlement has been exhausted, an employee may elect to have all or part of an absence on account of sickness debited against annual leave entitlement under clause 10.0.
- 13.9 Where an employee must, because of an emergency, stay home to attend to a member of the household who through illness becomes dependent on the employee, leave on full pay may be granted as a charge against the employee's sick leave entitlement.

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

- 13.10 During the first six months of service the sick leave that you will be entitled to will be calculated by using the following formula:

Entitlement Days = Number of completed weeks of continuous service times ten, divide by fifty-two and then subtract the days taken in this period of employment.

$$\text{Entitlement in days} = \frac{\boxed{\text{Full weeks of Continuous service}}}{52} \times 10 \quad \text{Less days taken in this period of employment}$$

After the continuous service of six months you are entitled to up to ten days sick leave per annum.

You may accumulate such sick leave up to a maximum of 150 days (including that year's entitlement) in any one year. For those members as at 5 August 2015, the accumulation of sick leave is capped at 365 days.

- 13.11 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in 13.10.
- 13.12 The leave entitlement in this clause shall be inclusive of, and not in addition to, provisions of the Holidays Act 2003 and its amendments.

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

- 14.1 The employer shall approve 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 inclusive of loss by way of miscarriage or still-birth. 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.
- 14.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 14.1 above. This provision will not apply if the employee is on leave without pay.

15.0 PARENTAL LEAVE

- 15.1 Parental Leave will be allowed in accordance with the Parental Leave and Employment Protection Act 1987, and/or subsequent amendments.
- 15.2 A Primary Carer grant equivalent to 30 working days full salary at the rate applicable at the date of birth or adoption, is payable to an employee with 12 months or more service, who meets the definition of Primary Carer under the Parental Leave and Employment Protection Act 1987 and subsequent amendments. The grant is to be paid upon production of the birth certificate of the child (whether live or stillborn) or on production of approved adoption placement documentation or suitable evidence of whāngai adoption.

16.0 LONG SERVICE LEAVE

- 16.1 Subject to the provisions of clauses 16.2 to 16.8 below, an employee shall on the completion of 15 years' continuous service be granted two weeks' long service leave with ordinary pay and a further two weeks after completion of 20 years' continuous service. After 25 years service the employee will become entitled to a further one week Long Service Leave. A further entitlement of one week will occur upon the completion of 30 years service.
- 16.2 Subject to clauses 16.1 and 16.3, long service leave shall be forfeited if not taken within three years of entitlement.
- 16.3 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.
- 16.4 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.
- 16.5 If an employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's 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.
- 16.6 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.
- 16.7 Notwithstanding any other provision of this clause, an employee who is entitled in each year to receive more than five weeks' annual leave shall not qualify for long service leave.

17.0 RETIRING LEAVE

- 17.1 The following shall be entitled to retiring leave as set out in Schedule B. Retiring leave shall be calculated on a pro rata basis according to the employee's record of service.
- 17.1.1 Permanent employees who have attained the age of qualification for Guaranteed Retirement Income and completed at least 10 years' service; or
- 17.1.2 Permanent employees who have completed at least 10 years' service and 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 otherwise retirement leave in accordance with Schedule B.
- 17.2 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.
- 17.3 For employees whose services are dispensed with through no fault of their own, before reaching eligibility for Guaranteed Retirement Income, the employer will consider granting retiring leave in accordance with the following 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

17.4 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.

17.5 An employee who has more than 20 years' continuous service, or is eligible to retire on the grounds of eligibility for Guaranteed Retirement Income or service, shall be entitled to anticipate retiring leave in terms of Schedule B.

18.0 RESIGNING LEAVE

18.1 Resigning leave, as set out in Schedule B, may be granted to permanent employees who have not become eligible for Guaranteed Retirement Income.

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 employee's record of service.

18.4 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.

19.0 DOMESTIC VIOLENCE LEAVE

Domestic violence leave will be provided in accordance with the Domestic Violence – Victims' Protection Act 2018), with the exception that eligibility to apply for the leave commences when your employment begins. Wintec reserves the right to record the leave as special leave to protect privacy.

20.0 TRAVELLING ALLOWANCE

An employee will be reimbursed for actual and reasonable costs involved when representing and travelling on authorised Institute business.

21.0 MEAL ALLOWANCE

An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought, shall be paid a meal allowance of \$18.06 as at 5 August 2021.

22.0 MOTOR VEHICLE ALLOWANCE

Wintec's vehicle use policy must be complied with.

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 authorised Institute business. The allowance shall be paid at the rate of 76 cents per kilometre up to 14,000 km per calendar year in line with the IRD guidance. Staff will need to keep a vehicle mileage log for business use. Mileage claims in excess of 14,000 km per year will be taxed as required by the IRD. Staff who do not keep a log book for business mileage will be paid in accordance with the IRD guidance, which is dependent on the vehicle type, and will be taxed on mileage claims after 3,500 kms has been reached.

23.0 FIRST AID ALLOWANCE

First aiders are voluntary. Wintec will meet the costs of training and renewal of first aid certificates for approved volunteers

24.0 SPECIAL RESPONSIBILITIES ALLOWANCE

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

25.0 HIGHER DUTIES ALLOWANCE

24.1 An employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position shall be granted a higher duties allowance to the equivalent of the difference between the employee's current salary and the salary which would be received if the employee were appointed to the higher graded position.

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

24.3 An abated rate of allowance, as negotiated between the parties, shall be paid where partial duties and responsibilities of the higher position are performed.

26.0 TEA PROVISION

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

27.0 SAFETY AND WELLBEING

~~Wintec will promote and encourage a culture of safe work practices through its health and safety work policies and procedures. Together with elected employee representatives, Wintec will ensure compliance with its employer obligations to provide a health and safe working environment for all employees. In order to achieve our commitments, employees are expected to work and act at all times in ways that comply with the employer's policy and procedures.~~

28.0 PRINCIPLES OF SAFETY AND WELLBEING

~~All employees are given the highest level of health and safety protection that is reasonably practicable. Where necessary suitable protective clothing, footwear, safety spectacles and equipment will be provided.~~

~~Where there is a significant increase in risk due to the nature of an employee's role, consideration will be given to immunisation and health monitoring, at Wintec's expense.~~

~~Protective clothing may be laundered at Wintec's expense where appropriate.~~

29.0 REMOVAL EXPENSES

Where an employee is transferred, to or from outside Hamilton, 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.

30.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

~~The procedures set out in Schedule C of this Agreement outline the procedure for resolving employment relationship problems including personal grievances and disputes about the interpretation, application or operation of this Agreement.~~

31.0 VDU AGREEMENT

The employer agrees to meet its obligation under the Health and Safety in Employment Act 1992 and abide by Occupational Health and Safety's approved Code of Practice for visual display units in the place of work.

This agreement applies to all allied staff using visual display units for 50% or more of their working time, or for continuous periods of two hours or greater per working day, in the course of their employment.

After a qualifying period of six months employment, the employer shall reimburse the cost of one eye test per year. The employer shall also reimburse a contribution towards the cost of lenses etc if required for VDU work, up to a maximum of \$200 per year (including the cost of the eye test).

32.0 SAVINGS CLAUSE

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

33.0 CONSULTATION

Wintec recognises the potential impact of significant organisational change in the work lives of employees and seeks to minimise any negative effect of change through appropriate processes of consultation.

Accordingly, the employer will notify TIASA's Chief Executive in writing reviews, which directly impact TIASA members.

A minimum one month will be provided to allow TIASA and affected employees to make submissions which will be considered by the employer making a final decision. A lesser period may be agreed by the parties.

The employer will provide TIASA with an opportunity to be involved in any staffing reviews.

The employer recognises the serious consequences that the loss of employment can have on the employee (who has a permanent status within the Institute), and seeks to minimise those consequences by means of this agreement. These provisions apply in circumstances where the employee for all intents and purposes has an ongoing expectation of employment (i.e. who has a permanent status within the Institute).

32.1 Notification

Where a surplus staffing situation is identified the employer shall advise the General Secretary of TIASA, the TIASA Branch Chair and the staff affected, not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties.

At the time the employer will provide the Association with the following details:

- (i) The number of surplus staff
- (ii) The salary, grade and step, and names of the affected TIASA member(s)
- (iii) The location(s) of the surplus staff
- (iv) The date by which the surplus needs to be discharged

The employer will take all practicable steps to provide relevant information requested by TIASA.

32.2 Options

The following are options to be applied to staff in a surplus situation:

- (i) Attrition
- (ii) Re-deployment
- (iii) Retraining
- (iv) Severance

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

If an employee is offered a position within the Institute, which is directly comparable to their existing position, which does not require a change of residential location, and who declines the appointment, they will not have access to severance.

32.3 Definitions and Conditions Applying to Options

32.3.1 Attrition

If an employee leaves the job because they retire, resign, 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.

32.3.2 **Redeployment**

Employees may be re-deployed to a new job at the same or lower salary within the Institute.

Where the new job is at a lower salary, a lump sum will be paid equivalent to the difference between the present salary and the new salary to make up for the loss of basic pay for the next two years. The lump sum will be paid at the commencement of the new position.

32.3.3 **Retraining**

The employer may, following application from the employee, offer retraining with financial assistance in order to enhance the employee's employment prospects.

The financial assistance to be provided will be negotiated between the employer and the employee, and may include but is not limited to:-

- Maintenance of salary
- Cost of course fees
- Cost of books, course materials etc

The total cost to the employer shall not exceed 110% of the value of the net severance.

This option will be offered only for retraining undertaken within the Institute, and should begin during the two-month notice period.

Where the commencement of approved retraining is outside the two-month notice period, the employee will be paid their severance option. The employer agrees to offer financial assistance to the employee to the maximum value of 10% of the net severance in the form of a reduction in course fees, at the time the employee enrolls in the approved training.

The parties agree that retraining is a worthwhile and efficient option and should not be unreasonably withheld.

32.3.4 **Severance**

- a) For the purpose of these provisions, salary is defined as taxable earnings paid to the employee by the employer, exclusive of allowances and bonus payments.

"Service" for the purpose of this sub-clause means continuous service as defined in clause 9.1. "Continuous Service" for the purposes of a) and b) above is as defined in clause 9.2.

- b) Payment will be made in accordance with the following:
16 percent of salary for the preceding twelve months will be payable in lieu of any notice not worked regardless of length of service. 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service, and; 4 percent 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 the completed years of service.

- c) Outstanding annual leave and long service leave shall be separately cashed up.

32.4 **Rights of Employee Declared Surplus**

32.4.1 **Time Off to Attend Interviews**

The employer shall give employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Institute being met.

32.4.2 **References**

The employer shall supply to all redundant employees a letter of reference.

32.4.3 **Counselling**

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

32.4.4 **Employee on Leave**

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

34.0 EMPLOYEE PROTECTION PROVISION

33.1 In the event of a restructuring that may affect the future employment of employees, in accordance with Part 6A of the Employment Relations Amendment Act 2004 (Continuity of employment if employer's business restructured) the employer will:

- a) As soon as is reasonably practicable, taking into account the commercial requirements of the employer, commence negotiations with the potential new employer concerning the impact of the restructuring on positions covered by this agreement and agree on how those negotiations will be conducted;
- b) Negotiate with the potential new employer regarding:
 - Whether or not it proposes to offer employment to employees covered by this agreement;
 - If so, whether or not the affected employees will transfer to the new employer on the same or no less favourable terms and conditions of employment;
 - The proposed date for commencement of employment with the potential new employer.
- c) In the event that employees are not employed by the potential new employer, for whatever reason, redundancy entitlements will be determined in accordance with clause 27.0.

35.0 STOPWORK MEETINGS

~~34.1 Subject to 34.2, 34.3, 34.4 and 34.5 the employer shall allow every employee covered by this Agreement who has nominated TIASA as their bargaining agent to attend on ordinary pay meetings to a maximum of 4 hours in each year.~~

~~34.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which 34.1 applies.~~

~~34.3 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.~~

~~34.4 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.~~

~~34.5 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.~~

36.0 TIASA

Recognition

The Waikato Institute of Technology (Wintec) recognises that its employees are stake holders who 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, Wintec will provide a time allowance for the branch chair to undertake TIASA business within Wintec time. Both parties acknowledge that this time allowance for the branch chair is dependant on the position of the appointed branch chair, membership numbers and other responsibilities that are required. A minimum of 0.2 time allowance will be provided.

Fee Deductions

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

The employer, when requested in writing by TIASA, shall, within one month of receipt of such requests, supply to TIASA a list of all TIASA members.

Such requests shall not be made to the employer at intervals of less than six months.

Right of Access

Designated Officers branch representatives and any authorised salary representatives of TIASA are entitled to enter the Institute in accordance with the Employment Relations Act 2000.

37.0 TERM OF AGREEMENT

This Agreement shall come into force on 5 August 2021 and shall continue in force until 31 December 2022.

38.0 PASS ON

Wintec is precluded from passing on the negotiated salary increase, terms and conditions of this agreement for a period of 3 months for the date of commencement.

39.0 SIGNATORIES

This Agreement was signed by the parties as follows:

Date: _____

(The Employer/Chief Executive)
Waikato Institute of Technology

Date: _____

(for and on behalf of TIASA)

SALARY RATES

			As at 5 August 2020	As at 5 August 2021	As at 5 August 2022	
Grade 12		Steps:	12 Max	\$123,299	\$125,272	\$126,838
Points:	325 to 354		12 03	\$81,033	\$82,330	\$83,359
			12 02	\$75,915	\$77,130	\$78,094
			12 01	\$70,799	\$71,932	\$72,831
Grade 11		Steps:	11 Max	\$94,323	\$95,833	\$97,031
Points:	295 to 324		11 03	\$75,711	\$76,923	\$77,884
			11 02	\$71,443	\$72,587	\$73,494
			11 01	\$67,178	\$68,253	\$69,106
Grade 10		Steps:	10 Max	\$88,376	\$89,790	\$90,913
Points:	265 to 294		10 03	\$69,840	\$70,958	\$71,845
			10 02	\$66,431	\$67,494	\$68,338
			10 01	\$63,016	\$64,025	\$64,825
Grade 9		Steps:	9 Max	\$80,731	\$82,023	\$83,048
Points:	240 to 264		9 03	\$67,330	\$68,408	\$69,263
			9 02	\$64,260	\$65,289	\$66,105
			9 01	\$61,357	\$62,339	\$63,118
Grade 8		Steps:	8 Max	\$75,910	\$77,125	\$78,089
Points:	215 to 239		8 03	\$63,187	\$64,198	\$65,001
			8 02	\$60,454	\$61,504	\$62,273
			8 01	\$57,893	\$58,943	\$59,680
Grade 7		Steps:	7 Max	\$71,092	\$72,230	\$73,133
Points:	190 to 214		7 03	\$59,688	\$60,738	\$61,498
			7 02	\$57,299	\$58,349	\$59,079
			7 01	\$55,082	\$56,132	\$56,834
Grade 6		Steps:	6 Max	\$66,275	\$67,336	\$68,178
Points:	165 to 189		6 03	\$54,023	\$55,073	\$55,762
			6 02	\$51,973	\$53,023	\$53,686
			6 01	\$49,909	\$50,959	\$51,596
Grade 5		Steps:	5 Max	\$61,460	\$62,443	\$63,224
Points:	140 to 164		5 03	\$51,498	\$52,548	\$53,205
			5 02	\$49,619	\$50,669	\$51,303
			5 01	\$47,742	\$48,792	\$49,402
Grade 4		Steps:	4 Max	\$57,124	\$58,174	\$58,902
Points:	120 to 139		4 03	\$49,106	\$50,156	\$50,783
			4 02	\$47,404	\$48,454	\$49,060
			4 01	\$45,699	\$46,749	\$47,334
Grade 3		Steps:	3 Max	\$53,269	\$54,319	\$54,998
Points:	100 to 119		3 03	\$45,746	\$46,796	\$47,381
			3 02	\$44,211	\$45,261	\$45,827

NOTE:

Steps 01 to 03 of each grade are incremental. Progression is as stated in clauses 4.3 and 4.4

RETIREMENT LEAVE

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 — IN WORKING DAYS				
YEARS OF SERVICE	MONTHS OF SERVICE			
	0	3	6	9
20	65	66	66	67
21	68	69	39	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
20	32
20½	33
21	34
21½	34
22	35
22½	36
23	36
23½	37
24	38
24½	39

YEARS OF SERVICE	LEAVE IN WORKING DAYS
25	39
25½	40
26	41
26½	41
27	42
27½	43
28	44
28½	44
29	45
29½	46

YEARS OF SERVICE	LEAVE IN WORKING DAYS
30	46
30½	47
31	48
31½	49
32	49
32½	50
33	51
33½	51
34	52
34½	53

YEARS OF SERVICE	LEAVE IN WORKING DAYS
35	54
35½	54
36	55
36½	56
37	56
37½	57
38	58
38½	59
39	59
39½	60

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

Employment relationship problems can include personal grievances e.g. claims of unjustifiable dismissal, disadvantage, discrimination, sexual or racial harassment or duress in relationship to membership of a union or employees organisation); disputes about the interpretation, application or operation of an employment agreement, and any other problem arising out of the employment relationship between and employee and the employer.

An employee, who believes s/he has an employment relationship problem, should raise the problem with his or her manager or People and Culture. The employee is encouraged to have a TIASA representative, friend, relative or colleague with them during any discussion.

Both the employee and employer should try to resolve the matter as soon as possible.

The employer and the employee should attempt to solve the matter through discussion of the facts so that any assumptions or misunderstandings can be resolved.

An employee who believes s/he has a personal grievance must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice whichever is the later. It is advisable for the grievance to be raised in writing.

If the resolution is not achieved through discussion, either the employee or the employer or both parties jointly, may apply for mediation assistance from the Ministry of Business Innovation and Employment (MBIE).

If resolution is not achieved through mediation, the employee or employer may apply to the Employment Relations Authority for investigation and determination.

In certain circumstances, the matter may be appealed by the employee or the employer to the Employment Court.

APPENDIX 1

SERVICE FOR LEAVE PURPOSES NZ POLYTECHNIC ALLIED STAFF AWARD

- (1) "Service", in relation to the total period of an employee's service for the purposes of annual leave or sick leave means:
 - (a) The aggregate of the employee's periods of service, whether continuous or intermittent, in the education service.
 - (b) Any period or periods of service in the employment of the Crown or of a local authority within the meaning of the Local Electoral Act 2001 if of 12 months' duration and completed within five years of the date of current appointment.

- (2) "Service", in relation to the period of an employee's service for the purposes of long service leave means service in, or leave of absence on pay from, or leave of absence without pay for not more than three months from the education service, provided the employee was not eligible for a longer period of leave than provided by this award, or employment in any department of the Public Service, or in the Post Office, the Railways Corporation, the Legislative Department, the Law Drafting Office, the Police of New Zealand, the Armed Forces, the Health Service, or University Council. This includes service prior to the commencement of employment if the previous employment was not under an award or agreement containing some alternative provision of long service leave, or similar provisions, which in the opinion of the employer would make the granting of additional long service leave inappropriate.

- (3) "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, or any period of service served after relinquishment of office other than retirement from the Armed Forces.

- (4) Where any employee has been employed in a State Owned Enterprise only service which was completed while that enterprise was a Government Department may be credited for "service" in any of the provisions of (1), (2) or (3) above.



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

2023 SALARIES AND RATES

Paid and printed rates for Wintec 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.

				As at 5 August 2021	As at 5 August 2022	As at 1 January 2023
Grade 12		Steps:	12 Max	\$125,272	\$126,838	\$131,911
Points:	325 to 354		12 03	\$82,330	\$83,359	\$86,693
			12 02	\$77,130	\$78,094	\$81,218
			12 01	\$71,932	\$72,831	\$76,472
Grade 11		Steps:	11 Max	\$95,833	\$97,031	\$100,911
Points:	295 to 324		11 03	\$76,923	\$77,884	\$80,999
			11 02	\$72,587	\$73,494	\$77,168
			11 01	\$68,253	\$69,106	\$72,561
Grade 10		Steps:	10 Max	\$89,790	\$90,913	\$94,549
Points:	265 to 294		10 03	\$70,958	\$71,845	\$75,437
			10 02	\$67,494	\$68,338	\$71,754
			10 01	\$64,025	\$64,825	\$68,066
Grade 9		Steps:	9 Max	\$82,023	\$83,048	\$86,370
Points:	240 to 264		9 03	\$68,408	\$69,263	\$72,725
			9 02	\$65,289	\$66,105	\$69,409
			9 01	\$62,339	\$63,118	\$66,274
Grade 8		Steps:	8 Max	\$77,125	\$78,089	\$81,212
Points:	215 to 239		8 03	\$64,198	\$65,001	\$68,250
			8 02	\$61,504	\$62,273	\$65,386
			8 01	\$58,943	\$59,680	\$62,664
Grade 7		Steps:	7 Max	\$72,230	\$73,133	\$76,789
Points:	190 to 214		7 03	\$60,738	\$61,498	\$64,572
			7 02	\$58,349	\$59,079	\$62,032
			7 01	\$56,132	\$56,834	\$59,675
Grade 6		Steps:	6 Max	\$67,336	\$68,178	\$71,586
Points:	165 to 189		6 03	\$55,073	\$55,762	\$58,549
			6 02	\$53,023	\$53,686	\$56,370
			6 01	\$50,959	\$51,596	\$54,176
Grade 5		Steps:	5 Max	\$62,443	\$63,224	\$66,385
Points:	140 to 164		5 03	\$52,548	\$53,205	\$55,865
			5 02	\$50,669	\$51,303	\$53,867
			5 01	\$48,792	\$49,402	\$51,872

Grade 4		Steps:	4 Max	\$58,174	\$58,902	\$61,846
Points:	120 to 139		4 03	\$50,156	\$50,783	\$53,322
			4 02	\$48,454	\$49,060	\$51,513
			4 01	\$46,749	\$47,334	\$49,700
Grade 3		Steps:	3 Max	\$54,319	\$54,998	\$57,748
Points:	100 to 119		3 03	\$46,796	\$47,381	\$49,750
			3 02	\$45,261	\$45,827	\$48,118
			3 01	\$43,725	\$44,272	\$46,485