



WESTERN INSTITUTE OF TECHNOLOGY AT TARANAKI

ALLIED STAFF

COLLECTIVE

EMPLOYMENT AGREEMENT

Term of Agreement

From: 1 October 2021
To: 31 December 2022

Contents

1.0	CONTRACT COVERAGE	4
1.1	Parties.....	4
1.2	Coverage.....	4
1.3	Application	4
1.4	The Employment Relationship	5
1.5	Bargaining Agent Recognition	5
1.6	Variation of the Agreement	5
2.0	DEFINITIONS	5
3.0	TERMS OF EMPLOYMENT	6
3.1	Notice Periods	6
3.2	Retirement	6
4.0	SALARIES	6
4.1	Rates	6
4.2	Living Wage	7
4.3	Payment of Salaries.....	7
5.0	HOURS OF WORK.....	7
5.1	The following will apply to all staff:	7
6.0	OVERTIME AND PENAL TIME	8
6.1	Overtime.....	8
6.2	Penal Time	8
6.3	Call Back.....	9
7.0	LEAVE	9
7.1	Service for Leave Purposes	9
7.2	Public Holidays	10
7.3	Holidays Falling During Leave or Time Off	10
7.4	Time Off for Working on a Holiday	10
7.5	Annual Leave.....	11
7.6	Sick Leave	11
7.7	Wellness Day.....	12
7.8	Bereavement/Tangihanga Leave for Death in New Zealand or Overseas	12
7.9	Maternity Leave	13
7.10	Partner's/Paternity Leave.....	14
7.11	Special Leave	14
7.12	Long Service Leave.....	14
7.13	Retiring Leave.....	14
7.14	Professional Development.....	15
8.0	ALLOWANCES AND EXPENSES	16
8.1	Travelling Expenses.....	16
8.2	Meal Allowance.....	16
8.3	Motor Vehicle Allowance	16
8.4	Special Allowance.....	16
8.5	Higher Duties Allowance	16
8.6	Tool Allowance.....	17
8.7	Removal Expenses.....	17
8.8	First Aid Allowance.....	17
8.9	Tea Provision.....	17
8.10	VDU.....	17
9.0	PASS ON	17
10.0	BRANCH CHAIR AND SECRETARY.....	18
11.0	HEALTH AND SAFETY.....	18
11.1	Commitment to Health and Safety Work Practices	18
11.2	Protective Clothing.....	18
11.3	Laundering of Protective Clothing.....	19
11.4	Safety Footwear.....	19
11.5	VDU Agreement	19
12.0	RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS	19
13.0	SAVINGS CLAUSE	20
14.0	ORGANISATIONAL CHANGE.....	20

14.1	Intent	20
14.2	Application	20
14.3	Definition	20
14.4	Procedures	20
14.5	Options	21
14.6	Conditions Applying To Options	22
14.7	Rights of Staff Declared Surplus	23
14.8	Transfer to a New Employing Body	23
15.0	UNION MATTERS	24
15.1	Right of Access	24
15.2	Stop work Meetings.....	24
15.3	Union Fee Deductions	24
16.0	TERM OF THE AGREEMENT.....	25
17.0	PARTIES TO THE AGREEMENT	26
	SCHEDULE A - SALARIES	27
	SCHEDULE B – RETIREMENT LEAVE	29
	SCHEDULE C – PROBLEM RESOLUTION.....	31
	SCHEDULE D.....	33
	SCHEDULE E – Grading System Guidelines	34

1.0 CONTRACT COVERAGE

1.1 Parties

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

~~The Chief Executive of Western Institute of Technology at Taranaki Limited (hereinafter referred to as the "Employer")~~

~~AND _____~~

~~the Tertiray Institute Allied Staff Association Te Hononga (hereinafter referred to as TIASA).~~

1.2 Coverage

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

- ~~a) Parties to the agreement; and~~
- ~~b) Those employees who are TIASA members and who are engaged in allied staff work including, but not limited to:~~

~~Administration; Financial Services; Information Technology Services; Marketing/Communications/PR; Recruiting; Liaison; Student support; Human Resources and Payroll; Facilities Services and Maintenance; Grounds; Technical Support; Career Counselling; Library/Learning Resources; Supervisory Management; Security; Cleaning.~~

~~1.2.2 The collective agreement does **not** include coverage of:~~

- ~~• The Chief Executive, Western Institute of Technology at Taranaki Limited (the employer) and~~
- ~~• Those who are appointed to positions designated as Senior positions in terms of section 594 of the Education and Training Act 2020~~
- ~~• and Academic Staff or tutorial assistants~~

1.3 Application

~~1.3.1 The terms and conditions specified in this Agreement apply to Staff who are members of the TIASA Union.~~

~~1.3.2 The parties recognise the requirements of the Employment Relations Act 2000, that when a member is appointed to a position which falls within the coverage clause of this Agreement, WITT will:~~

- ~~(a) inform the member of staff that this Collective exists and covers the work to be done by them.~~
- ~~(b) give the member of staff a copy of the Collective Agreement.~~
- ~~(c) inform the member of staff that s/he may join TIASA which is the Union party to the Collective Agreement.~~
- ~~(d) inform the staff member of how to contact TIASA.~~
- ~~(e) inform the staff member that if s/he joins TIASA, s/he will be bound by the Collective Agreement.~~
- ~~(f) If the staff member agrees, inform TIASA that the member has commenced employment.~~

1.4 The Employment Relationship

- ~~1.4.1 This Agreement should be read in conjunction with each member of staff's letter of appointment, Job Description and WITT's Policies and Procedures.~~
- ~~1.4.2 Where any term in this Agreement differs from or conflicts with WITT's Policies or Procedures, the provisions of this Agreement shall prevail.~~
- ~~1.4.3 Where a situation is not covered or is unable to be covered by the provision of clauses in this Agreement, the policies and procedures contained on the WITT quality management system shall apply.~~
- ~~1.4.4 Any intended new policy that may differ from or conflict with this Agreement, will undergo prior consultation with TIASA.~~

1.5 Bargaining Agent Recognition

~~Subject to the Employment Relations Act 2000 and amendments, the Employer agrees to recognise TIASA as the agent for the Employees covered by this Agreement.~~

1.6 Variation of the Agreement

- ~~• WITT and TIASA acknowledge that circumstances may arise during the term of the Agreement that warrant variation to the original terms. Such variation may affect all or any number of staff.~~
- ~~• The parties agree that the following process will be followed where a variation is proposed:~~
- ~~• The party wishing to initiate variation shall forward to the other party, a written proposal to vary the Agreement. Such proposals shall be received no later than one month prior to the variations commencement date.~~
- ~~• Those staff directly affected by the proposal shall meet with TIASA and be appraised of the proposal. Those staff directly affected, shall be balloted to determine their acceptance or not of the proposal. A simple majority of 50% + 1 (of those present) shall be required to carry the proposal.~~
- ~~• Management will consider and discuss in good faith, proposals made by the Union on behalf of staff covered by the Collective Agreement but maintain the right to reject such proposals following informed discussions.~~

2.0 DEFINITIONS

~~"Employer" means the Chief Executive of the Western Institute of Technology at Taranaki Limited or any Manager acting with his/her delegated authority.~~

~~"Polytechnic" means Polytechnics, Institutes of Technology, Technical Institutes and community colleges and any corporation, trust or enterprise established by the Employer or the Governing Body of the Employer party to this Agreement.~~

~~"Member of staff" means a person employed in terms of Clause 1.2 of this Agreement.~~

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

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

~~"Casual Staff" means a member of staff employed on an as and when required basis.~~

"Fixed-term Staff" means a member of staff engaged in a defined task or project that has a finite finishing date.

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

"Union" means the TIASA Te Hononga.

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

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

"Overtime" means the authorised time worked outside the provisions of Clause 5.1.1 of this Agreement.

"Ordinary time rate" is the annual salary divided by 1,950 which is paid for each hour worked.

3.0 TERMS OF EMPLOYMENT

3.1 Notice Periods

3.1.1 Except as provided on (3.1.2) below, no employee shall terminate their employment or have their employment terminated by the employer without at least four weeks' notice in writing. A shorter notice may be mutually agreed. However, in the case of redundancy, notice shall be 8 weeks.

3.1.2 For all temporary employees, two weeks' notice of termination for employment shall be given by either party.

3.1.3 The employer may, before the expiration of any notice given and with the employee's consent pay to the employee concerned the salary he/she have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.

3.1.4 Nothing in (3.1.1) and (3.1.2) shall preclude the employer from summarily dismissing an employee for serious misconduct. In every case an employee will be provided with written notice of reason(s) for dismissal.

3.2 Retirement

3.2.1 Staff may retire when they become eligible for a pension from the Government Superannuation Fund (to which the Institute is providing the Employer's contributions) or NZ Superannuation.

3.2.2 The Employer may approve early retirement on medical and compassionate grounds.

4.0 SALARIES

4.1 Rates

The rates of annual salaries to be paid to Staff are listed in Schedule A of this Agreement.

Effective from 1 October 2021 all paid and printed rates will increase by 2.85%.

4.2 Living Wage

Living Wage: From 1st October 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.

4.3 Payment of Salaries

Salaries shall be paid fortnightly by direct credit to a bank account nominated by the member of staff. Salaries will be paid on the Wednesday following the end of the pay period. When circumstances occur that are beyond the Employer's control, payment may be delayed for up to one further day.

5.0 HOURS OF WORK

5.1 The following will apply to all staff:

- 5.1.1 Subject to the provisions of sub-clauses 5.1.3 to 5.1.9 below, the ordinary hours of work for an Employee at WITT shall be 37.5 hours per week, 7.5 hours per day worked between 7.00 am and 9.00 pm on five consecutive days Monday to Saturday.
- 5.1.2 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals which shall not exceed one hour in duration.
- 5.1.3 Changes in hours of work:
- (i) No existing staff member covered by this Agreement and employed by the Institute at the date of it coming into force, shall be required to carry out Saturday work other than by agreement.
 - (ii) Staff employed pursuant to the terms of this Agreement at the date of it coming into force, shall not have their existing hours of work altered other than by agreement between them and the employer.
 - (iii) Where to meet the requirements of WITT's delivery to commercial or community clients, the presence of an allied staff member covered by this Agreement is necessary on a Sunday, approval for the member of staff to temporarily work at the ordinary hourly rate plus penal time, will be subject to the written agreement of the staff member and TIASA.
 - (iv) Where WITT can demonstrate a clear need for this work, agreement will not be unreasonably withheld. This sub-clause shall apply for the duration of this Collective Agreement only and will be reviewed at the expiry of this Collective Agreement as to whether such a provision will be agreed for inclusion in any subsequent agreement.
- 5.1.4
- (i) Any work to be undertaken on a Saturday or Sunday, shall in the first instance with two weeks' notice, be offered to any member of staff covered by this Agreement, undertaking the same or similar work within the organisation during their ordinary hours of work.
 - (ii) The Union shall be given the opportunity to consult with the Employer with regard to Sunday work arrangements. Such consultation may include consideration of changes in work patterns or job functions, which may arise from the introduction of Sunday work.
- 5.1.5 A member of staff may be required to temporarily start and finish ordinary hours of work outside the hours specified in 5.1.1 above.

- 5.1.6 A member of staff shall be allowed two rest breaks of 15 minutes each day in the morning, afternoon or evening at times specified by the staff members manager.
- 5.1.7 The Employer may from time to time and by agreement with the Union, adopt a system of flexible working hours.
- 5.1.8 Wherever practicable, each member of staff shall be entitled to a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 5.1.9 No member of staff shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

6.0 OVERTIME AND PENAL TIME

6.1 Overtime

Shall be defined as any hours worked in excess of 7.5 hours per day or 37.5 per week and shall be calculated on a daily basis. All approved overtime worked will be paid at the appropriate overtime rate.

- (i) Time one and one half (T1½) for the first three hours and double time (T2) thereafter
- (ii) Double time (T2) is also payable for all overtime worked
 - (a) between 9.00 pm and 6.00 am
 - (b) between midday Saturday and 6.00 am Monday
 - (c) on any Public Holiday as defined in Clause 7

- 6.1.1 A member of staff required to work overtime on a Saturday, Sunday or Public Holiday shall be paid a minimum of three hours at the appropriate rate of pay.
- 6.1.2 Each member of staff shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary duty. If a member of staff is directed to commence work without having a nine hour break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine hour break has been given.
- 6.1.3 Wherever practicable, no member of staff shall be required to perform broken work.
- 6.1.4 If unbroken work is required of a member, it shall continue to be paid at the overtime rates applicable to the time it occurs and the amount of overtime that precedes it.
- 6.1.5 Time spent off duty during ordinary hours to solely obtain a nine hour break between periods of duty shall be paid at ordinary time. Any absence after the ninth hour of such a break, if it occurs in ordinary hours, shall be treated as normal absence from duty.

6.2 Penal Time

- 6.2.1 Penal time is time other than overtime worked between 9 pm and 7 am Monday to Saturday and on Sundays and Public Holidays.
- 6.2.2 Penal time will be paid in addition to ordinary salary on the following basis:

- (a) For ordinary time worked between 9 pm and 7 am, Monday to Saturday, Time one quarter (T¼) with a minimum penal payment equivalent to three hours
 - (b) For time worked on Sundays, Time one (T1)
 - (c) For time worked on Public Holidays Time two (T2)
- 6.2.3 Overtime and penal rates shall not be paid in respect of the same hours. Overtime and penal rates shall not be paid at rates higher than appropriate for the work being undertaken.
- 6.2.4 Computation of overtime and penal rates: For the purposes of calculating the hourly rate, annual salary shall be divided by 1950.

6.3 Call Back

- 6.31 Subject to the provisions of sub-clauses 6.4.2 and 6.4.3 below, where a member of staff 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 member of staff shall be paid for a minimum of three hours, at the appropriate rate.
- 6.3.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 6.3.3 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 member of staff had worked continuously from the beginning for the previous call back to the end of the latter call back.

7.0 LEAVE

7.1 Service for Leave Purposes

For the purposes of Clauses 7.5, 7.6 and 7.12, the following definitions apply:

- 7.1.1 Except as provided in Clause 7.1.5, service for those staff engaged by the Employer as at 15 August 1992, shall be deemed to include all prior service as defined in Clause 15 "Service for Leave Purposes" in the former New Zealand Institute Allied Staff Award (document 152).
- 7.1.2 In the case of Employees engaged from 16 August 1992, service shall mean continuous service within the Institute sector, except as provided in 7.1.5
- 7.1.3 "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.
- 7.1.4 The term "week" means the number of days of the week on which the Employee normally works.
- 7.1.5 In any instance where a member of staff has received a benefit for severance or early retirement from a previous Employer where such employment would otherwise qualify for "service" under sub-clauses 7.1.1 and 7.1.2 above, 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.

7.2 Public Holidays

7.2.1 The following days shall be observed as public holidays:

- Christmas Day
- Boxing Day
- The day after Boxing Day
- New Year's Day
- The day after New Year's Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Matariki
- Sovereign's Birthday
- Labour Day
- Taranaki Anniversary Day (as observed)

7.2.2 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 then the public holiday shall be observed on the succeeding Tuesday.

7.2.3 "Easter Tuesday is an Institute holiday which will be treated as a public holiday for the purposes of compensation in accordance with the Holidays Act".

7.2.4 The non-public holidays between Christmas and New Year, will become additional paid leave days effective from December 2022

7.3 Holidays Falling During Leave or Time Off

7.5.1 Where a public holiday falls during a period of paid leave, whether annual leave, sick leave or special leave on pay, a member of staff 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 member of staff has ceased to work prior to leaving the service, unless the member of staff has worked at any time during the fortnight ending on the day on which the holiday is observed.

7.5.2 A member of staff shall not be entitled to payment for a public holiday during a period of leave without pay, unless the member of staff has worked at any time during the fortnight ending on the day on which the holiday is observed.

7.5.3 A member shall not be paid at ordinary time rate for a whole holiday falling during a period of reduced pay.

7.4 Time Off for Working on a Holiday

7.4.1 Any member of staff may be required to work on any of the days or substituted succeeding days set out in sub-clauses 7.2.1 and 7.2.2 above.

7.4.2 If a member of staff is required to work on a public holiday or substituted succeeding day, overtime shall be paid in accordance with the provisions of Clause 6 above and an equivalent holiday shall be allowed on a later day convenient to the Employer.

7.5 Annual Leave

- 7.5.1 Subject to the provisions of 7.5.2 and 7.5.3 below, a member of staff shall be granted annual leave as follows.
- (i) Four weeks annual leave for each year of service
 - (ii) On completion of five years service, before the end of the leave year, five weeks annual leave in that and succeeding years up to 10 years service
 - (iii) On completion of 10 years service before the end of the leave year, five weeks and 2 days annual leave in that and succeeding leave years
- 7.5.2 Staff who have been absent on special leave with or without pay in excess of 35 days (including weekends) in one or more periods in any leave year are to have their annual leave reduced, as agreed between the member of staff and the Employer.

7.6 Sick Leave

- 7.6.1 Subject to sub-clauses 7.6.2 to 7.6.12 below, a member of staff who is absent from duty on account of sickness or injury, where compensation is not being paid in terms of the Accident Insurance Transitional Act 2000 and subsequent amendments shall be entitled to leave on full pay as prescribed in sub-clause 7.6.10 below.
- 7.6.2 Subject to the provisions of sub-clause 7.6.3 below, each period of absence on sick leave, shall begin on the first working day of the staff'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 weekly days off work, public holidays or substituted succeeding days, where applicable, which may fall during the period.
- 7.6.3 Where a member of staff is absent on sick leave for less than one full working day, the staff member shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours. The member of staff shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.
- 7.6.4 Subject to the provisions of sub-clause 7.6.5 below, where for reasons of sickness a member of staff cannot attend the place of employment at the time appointed, that member of staff must endeavour to send notice of absence to his/her supervisor 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 member of staff 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.
- 7.6.5 Where a member of staff 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 member of staff to submit to a medical examination by a Medical Practitioner nominated by the Employer.
- 7.6.6 Sick leave with pay is not to be granted if the sickness or ill health has been caused by the member of staff'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 member of staff's residence. Any fee is payable by the Employer and may be recovered from the member of staff if the report is not favourable.

- 7.6.7 Where a member of staff is incapacitated by sickness or accident arising out of and in the course of employment, the provisions of the Accident Insurance Transitional Act 2000 and subsequent amendments will apply. Any period for which the member of staff is receiving full salary in terms of this Act, shall not be debited against sick leave entitlements prescribed in sub-clause 7.6.10 below.
- 7.6.8 Whether or not sick leave entitlement has been exhausted, a member of staff may elect to have all or part of an absence on account of sickness debited against annual leave entitlement under Clause 7.5 above.
- 7.6.9 Where a member of staff must, because of an emergency, stay home to attend to a member of the household, who through illness becomes dependent on the staff member, leave on full pay may be granted as a charge against the member of staff sick leave entitlement.

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

7.6.10 A member of staff shall be entitled to the following amount of sick leave on pay.

- (i) Staff shall be entitled to 10 days sick leave per annum
- (ii) Any unused sick leave may be accumulated from year to year
- (iii) Staff covered by the Collective Agreement on 1 April 2002 shall retain their current sick leave balance and continue to accrue sick leave at a rate of 10 days per annum.
- (iv) Where necessary, Staff in their first three years of service, may anticipate up to five days of their next years entitlement.
- (v) These leave provisions are inclusive of the 5 days special leave available under the Holidays Act.

7.6.11 In special cases, Staff may be allowed to anticipate sick leave becoming due on completion of a further period of service, provided that at least five days' sick leave is retained for each year of service for which sick leave has been anticipated.

All approvals are subject to the proviso that the necessary adjustments to final pay are to be made if staff resign before the next entitlement falls due.

7.7 Wellness Day

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

This provision will be applied for through normal leave management process by noting on their sick leave application that it is a "Wellness Day".

7.8 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

7.8.1 The member of staff shall approve special bereavement leave on pay for a member of staff to discharge any obligation and/or to pay respects to a deceased person with whom the member of staff 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.

7.8.2 If a bereavement occurs while a member of staff is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of sub-clause 7.8.1 above. This provision will not apply if the member of staff is on leave without pay.

7.8.3 All leave granted is inclusive of and not additional to the provisions of the Holidays Act 2003.

7.9 Maternity Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply to all staff.

7.9.1 A woman who is employed either part-time or full-time, for at least 10 hours a week for the preceding 12 months, will be eligible for maternity leave (granted as leave without pay) for each birth that occurs during her employment with the Employer.

7.9.2 Leave of up to 12 months is to be granted to a member of staff with at least one year's service at the time of commencing leave.

7.9.3 For a member with less than one year's service, maternity leave of up to six months is to be granted.

7.9.4 When a member of staff who is entitled to maternity leave of up to 12 months returns to duty before or at the expiration of the leave, she qualifies for a payment equivalent to 30 working days leave on pay.

7.9.5 A member of staff who is absent on maternity leave for less than six weeks (30 working days), will receive that proportion of the payment provided in sub-clause 7.9.4 above, which her absence represents to 30 working days.

7.9.6 A member of staff who returns to work on a part-time basis qualifies for the payment provided in sub-clauses 7.9.4 or 7.9.5 above as appropriate, provided that she was previously employed on a full-time basis.

7.9.7 Subject to the provisions of sub-clauses 7.9.2 to 7.9.6 above, maternity leave may be granted for each birth that occurs whilst the staff member is employed at the Western Institute of Technology at Taranaki Limited.

7.9.8 Maternity leave is not to be granted as sick leave on pay or sick leave without pay. Maternity leave reduces annual leave entitlement in accordance with sub-clause 7.5.2 above. Annual leave due will not be required to be taken before the member of staff proceeds on maternity leave but may be held over and taken when the staff member returns to work.

7.9.9 An application for maternity leave must be made at least one month before it is intended to commence such leave and must be supported by a certificate signed by a Registered Practitioner.

7.9.10 A member of staff 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.

7.10 Partner's/Paternity Leave

The provisions of the Parental Leave and Employment Protection Act 1987 shall apply -

7.11 Special Leave

An Employer may grant Special Leave, with or without pay, on such terms and conditions as the Employer decides.

From 1 April, 2019 paid special leave of up to 10 days per annum will be granted to an employee who experiences family violence.

Wherever possible application for leave should be made prior to the leave being taken and a form of proof acceptable to the employer will be required.

7.12 Long Service Leave

7.12.1 Subject to the provisions of 7.12.2 to 7.12.8 below, an Employee shall be granted Special Long Service leave as follows:

- (i) Two weeks on the completion of 10 years continuous service
- (ii) A further two weeks on the completion of 15 years continuous service

7.12.2 Each entitlement of long service leave shall be granted no more than once to any member of staff.

7.12.3 Each entitlement of long service leave shall be taken in a single period.

7.12.4 Subject to the provisions of 7.12.5 below, each entitlement of long service leave shall be forfeited if not taken within five years of becoming eligible to long service leave, or before the date the member of staff relinquishes office.

7.12.5 A member of staff 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 that the member of staff's service ceases, together with any other leave due or granted on retirement and the member of staff shall be deemed to be a supernumerary during the period of leave. Retirement shall then be effective as from the date on which all such leave expires.

7.12.6 A member of staff 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.

7.12.7 If a member of staff 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 member of staff's estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the member of staff in respect of long service leave.

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

7.13 Retiring Leave

7.13.1 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 a member of staff's record of service.

- (i) Permanent Employees who have become eligible for a pension from the Government Superannuation Fund or NZ Superannuation and have completed at least ten years service; or
- (ii) Permanent Employees who have completed at least ten 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 length of service does not exceed 25 years and retirement leave in accordance with schedule B otherwise.

7.13.2 For staff whose services are dispensed with through no fault of their own, before reaching eligibility for a pension from the Government Superannuation Fund or NZ Superannuation, 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

7.13.3 Instead of granting retirement leave as above, an Employer may, on application from the member of staff, pay a lump sum equivalent in value to that leave.

7.13.4 A member of staff who has more than 20 years' continuous service shall be entitled to anticipate retiring leave in terms of Schedule B.

7.13.5 On the death of a member of staff, the Employer may approve a cash grant in lieu of retiring leave to the spouse or dependents or the estate of the deceased staff member.

7.14 Professional Development

7.14.1 An allocation of Professional Development time will be available for staff to take up each year on the following basis:

- (i) To enable a member of staff to develop skills and qualifications of relevance to the Institute's operations
- (ii) Reasonable notice shall be given of proposals and the timing of such activities shall have regard to the Institute's operating requirements. Employer approval shall not be unreasonably withheld
- (iii) All staff will be entitled to a minimum of \$400 per annum (pro rate for proportional staff and with short service). They may be paid an amount up to, but not necessarily limited to, \$1,000 for reimbursement of actual and reasonable expenses for approved professional development activities

7.14.2 Eligibility for Fees Concession for Study at WITT

- (a) An Allied staff member undertaking approved study at the Institute will have tuition fees for such study paid for by the Institute, provided that the staff member:
 - (i) Meets the NZ Government criteria for domestic fees (that is a new Zealand citizen or permanent resident, Australian citizen or citizen of any country with which special arrangements have been made); and

- (ii) complies with the regulations relating to enrolment and registration
 - (iii) has made satisfactory progress in any previous semesters when the Institute has met tuition fees, and
 - (iv) has the support of the staff members Head of Discipline or Manager in meeting his/her agreed professional development plan needs and those of the Institute
- (b) Tuition fees for Allied staff on proportional appointments who are undertaking approved study at WITT will be met by the Employer on a pro rata basis.
 - (c) Allied staff who leave the employment of the Institute during a semester for which they have been granted a fees concession may be required to meet the cost of fees for the semester.

7.14.3 Study at other Institutions

- (a) Subject to the approval of the Manager or Head of Discipline and according to the professional development plan, the Employer may agree to meet some or all of the tuition costs to enable the Allied staff member to obtain relevant qualifications from another tertiary institution if that qualification is not available at WITT, or where it was agreed at the time of appointment that the staff member could complete a programme of study already commenced at another institution.
- (b) The granting of costs in accordance with Clause 7.14.3 shall be subject to satisfactory progress.

8.0 ALLOWANCES AND EXPENSES

8.1 Travelling Expenses

A member of staff will be reimbursed for actual and reasonable costs involved when travelling on the Employer's behalf. WITT requires receipts for all purchases regardless of the value of the purchase.

8.2 Meal Allowance

A member of staff who has been directed to work no 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 at the rate of:

- \$17.15 effective 1 October 2021

8.3 Motor Vehicle Allowance

A motor vehicle allowance will be reimbursed to a member of staff requested to use his/her own vehicle for official business, at the standard mileage rate specified from time to time by the Inland Revenue Department.

8.4 Special Allowance

The Employer may grant an allowance to a member of staff performing special duties.

8.5 Higher Duties Allowance

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

8.6 Tool Allowance

- 8.6.1 A member of staff of the Technician's occupational group who has enough privately owned tools to carry out all aspects of his/her work efficiently and uses them for more than half of his/her working time, shall be reimbursed, annually 10% of the replacement cost of such tools with a maximum of:
- \$92.50 per annum from 1 October 2021

8.7 Removal Expenses

Where a member of staff is transferred to meet the convenience of the Employer, he/she 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.

8.8 First Aid Allowance

Designated staff who undertake the role of a First Aid Officer on a rostered basis, shall be entitled to be paid a lump sum allowance of:

- \$174.95 per annum from 1 October 2021

8.9 Tea Provision

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

8.10 VDU

The Employer agrees to meet its obligations under the Health and Safety at Work Act 2015 and abides 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 day, in the course of their employment. After a qualifying period of two years of employment, the Employer shall reimburse the cost of VDU related expenditure (eye tests, frames, etc) up to the value of \$419.60 every two years.

9.0 PASS ON

- 9.1 ~~This is an agreement under s59B(5) of the Employment Relations Act Between TIASA and WITT.~~
- 9.2 ~~TIASA agrees that WITT 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 four months must have elapsed between the commencement date of this new collective agreement and the date that the~~

~~terms, or any of them, are offered to any member of staff 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 within the four months period pursuant to clause 9.2(a) to allied staff members on Individual employment agreements save that no such consultation shall be required in the case of new employees;~~

~~d) The Pass-on clause is to apply in both years of the term of the agreement. Non-Union staff members will, if applicable, receive the percentage rise one year from the anniversary date of the first movement.~~

~~9.3 The employer will, on request made at any time up to four months after the conclusion of the collective bargaining, provide sufficient details in writing to enable TIASA to verify whether there has been a compliance with this agreement.~~

~~9.4 The parties acknowledge that any breach of clauses 2 or 3 of this agreement will, prima facie, be a breach of the duty of good faith in s4 of the Employment Relations Act 2000.~~

~~9.5 For the purposes of the agreement, "terms of employment" include any terms reached in bargaining for the new collective agreement, with 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 s59A of the Act.~~

~~9.6 Nothing in the foregoing agreement will prevent TIASA and the employer from agreeing that any specified provision(s) of the new collective agreement will supersede this agreement.~~

10.0 BRANCH CHAIR AND SECRETARY

~~In recognition of the important role and personal time demand, a weekly time allowance of 0.1FTE will be provided for the TIASA Branch Chair to carry out Union business where required. On an "as needed" basis, this time allowance can be shared with the Branch Secretary.~~

11.0 HEALTH AND SAFETY

11.1 Commitment to Health and Safety Work Practices

~~Under the terms of the Health and Safety at Work Act 2015, the Employer and the member of staff are committed to ensuring that the provisions of the Act are met and that safe and healthy work practices are observed.~~

11.2 Protective Clothing

~~11.2.1 Where the Employer considers it necessary, appropriate protective clothing will be provided which will remain the property of the Employer.~~

~~11.2.2 A member of staff who is required to undertake duties of an obnoxious infectious or contaminating nature, (eg. 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.~~

~~11.2.3 In addition staff shall be provided with protective equipment as specified and in the following circumstances:~~

~~(i) Ear muffs as approved by the Medical Officer of Health for work where the noise level is likely to cause impairments to a member of staff's hearing, provided it has not proved practical to reduce the noise level or to isolate the work process.~~

~~(ii) Eye protection in areas where a member of staff is subject to risk of injury to the eyes.~~

11.3 Laundering of Protective Clothing

~~Protective clothing which a member of staff 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.~~

11.4 Safety Footwear

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

~~11.4.1 An eligible member of staff is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.~~

~~11.4.2 Where an eligible member of staff, with the Employer's approval, buys their own metal toe capped safety footwear and produces a receipt to the Employer they may be reimbursed the actual and reasonable cost if they resign and up to an annual maximum of \$107.37, subject to 11.4.4 below.~~

~~11.4.3 The entitlement to this reimbursement payment shall be limited to one per year except that in those instances where the Employer is satisfied that due to genuine wear and tear a member of staff's safety footwear should be replaced within the one year period, the Employer may reimburse the member of staff for an additional pair of safety footwear in terms of 11.4.2 above.~~

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

~~11.4.4 A member of staff who ceases to be employed by the Employer before completing 12 months' continuous service, shall refund to the Employer one twelfth of the initial cost reimbursed for each incomplete month of the 12 month period.~~

~~11.4.5 The Employer's consent is required prior to purchase.~~

11.5 VDU Agreement

~~The provisions of the VDU agreement as contained in Schedule D of this Agreement shall apply to Staff who work with a VDU.~~

12.0 RESOLUTION OF EMPLOYMENT RELATIONS PROBLEMS

~~The procedures set out in Schedule C of this Agreement shall apply in respect to employment relations problems arising between the parties or persons covered by this Agreement.~~

13.0 SAVINGS CLAUSE

~~Except as otherwise agreed in the settlement of this Agreement, nothing in this Agreement shall operate so as to reduce the wages and conditions of employment of any staff member engaged under this Agreement.~~

14.0 ORGANISATIONAL CHANGE

14.1 Intent

The Employer recognises the serious consequences of the loss of employment for staff and seeks to minimise these consequences by these provisions.

14.2 Application

The provisions apply to Staff who have an ongoing expectation of employment. They will not apply to staff who have reached the expiry of a fixed term position.

14.3 Definition

A surplus staffing situation exists when as a result of identified factors the Employer requires a reduction in the number of staff.

14.4 Procedures

Step 1

The Chief Executive will authorise a formal review to commence, which may impact on staff.

Notification of the review will be sent to the National Secretary/Chief Executive of TIASA, the Chairperson of the local branch of the Association, and potentially affected staff, where the review of the whole or part of the Institute's organisational structure or function may result in significant changes to either the structure, staffing or work practices affecting existing staff.

The Employer **will** consult with TIASA on the extent of the review process, the terms of reference and timeline for the review. TIASA will respond without undue delay. The Employer will genuinely consider any advice given before finalising details.

When it is clear that a possible surplus staffing situation will affect only one position, the process as outlined below may be modified by agreement.

Step 2

The Employer will provide the Chief Executive of TIASA, the Chairperson of the branch of the Association and potentially affected staff, the confirmed terms of reference and timeline.

- (a) The Employer will provide TIASA representatives with an opportunity to be involved in the review
- (b) The Employer and TIASA may seek relevant information from staff if necessary during the review
- (c) Potentially affected Employees and TIASA will be given opportunity to forward submissions during the review. The Employer will provide relevant information to Employees and TIASA to enable this to occur.

Step 3

The Employer will publish a report on the outcome of the review which identifies whether any staff positions are potentially surplus to requirements.

In the event that surplus positions are identified, the Employer will draft a timeline for surplus staffing action in consultation with the Chief Executive of TIASA, the Chairperson of the branch of the Association.

Step 4

Staff in areas directly affected by the report will be invited to submit a proposal which contains suggestions that may prevent positions being disestablished.

Step 5

The Employer will carefully consider any submissions from staff in areas directly affected by the report and decide whether it is necessary to proceed with further surplus staffing action. The outcome will be made known to affected staff.

Step 6

If further action is required, the Employer will notify TIASA and may choose to call for expressions of interest from Employees who wish to volunteer for severance to cover the surplus that has been identified. The aim will be to minimise the use of compulsory severance.

Step 7

If voluntary severance does not resolve the surplus staffing situation, the Employer will consult with TIASA over the criteria that will be applied in the selection of staff who are to retain their positions.

Step 8

The Employer will make known to the affected staff, the selection criteria (Step 7) that will be applied should it be necessary to proceed with compulsory surplus staffing action.

Step 9

If compulsory surplus staffing is to proceed, the Employer will apply the selection criteria to identify those Employees who are to retain the ongoing positions.

Step 10

The surplus staff shall be given a minimum of two months' notice of termination. The Employer will concurrently advise the Chief Executive of TIASA, the Chairperson of the branch of the Association of this date. The options described in Steps 5 and 6 of this Agreement will be considered prior to severance occurring and will continue to be available to staff declared surplus until the date that they cease duties, which by mutual agreement, may be earlier than the expiry date of the termination notice.

14.5 Options

The following are options to be applied to in staff surplus situations:

- i) attrition
- ii) redeployment
- iii) enhanced early retirement
- iv) retraining
- v) severance

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

14.6 Conditions Applying To Options

14.6.1 Attrition

Due to the normal process of staff turnover, the number of staff is allowed to decrease.

14.6.2 Redeployment

Employees who are 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 decline the appointment, will not have access to severance.

Where Staff accept redeployment to a new job at the same or lower salary within the Institute, an equalisation allowance will be paid to preserve the salary of the Employee at the rate paid immediately prior to redeployment. The salary can be preserved in the following ways:

- i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or:
- i) 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).

Where the new job is at a location outside the local area, the member of staff will be entitled to removal expenses as set out in Clause 8.7 of this Agreement.

14.6.3 Enhanced Early Retirement

This option provides for a member of staff to be paid the money available under the severance option which may, if the member of staff so desires, be used according to the conditions of the superannuation scheme of which the staff is a member, to make up the actual superannuity payable.

Enhanced early retirement may be made available at the discretion of the Employer at any time, if the member of staff is replaced by another surplus staff member seeking redeployment or reassignment.

14.6.4 Retraining

The Employer may, following application from the member of staff, offer the option of retraining with financial assistance. The total cost to the Employer, including salary and training costs, shall not exceed 110% of the value of the severance payment the member of staff would be entitled to.

14.6.5 Severance

- a) For the purpose of these provisions, salary is defined as taxable salary, exclusive of allowances.
- b) "Service" for the purpose of this sub-clause is defined as Western Institute of Technology at Taranaki Limited service, except that for staff employed at the Western Institute of Technology at Taranaki Limited prior to 1 April 1988, service also includes other relevant employment with the Crown. With effect from 1 December 1995, other relevant service with the Crown in excess of twelve years, ceases to apply and the remaining relevant Crown service will be abated at the rate of two years for every one year of Western Institute of Technology at Taranaki Limited service accrued thereafter.
- c) "Continuous Service" for the purposes of a) and b) above includes all periods of paid leave and maternity/paternity leave and is not broken by

but would include all periods of approved leave without pay and breaks of not more than three months between periods of employment within the Institute service.

- d) Payment will be made in accordance with the following:
 - (i) 16 percent of salary for the preceeding twelve months, or the appropriate proportion of this amount, will be payable in lieu of any notice not worked regardless of the length of service; and
 - (ii) 12 percent of salary for the preceeding 12 months, or part thereof for staff with less than 12 months service and
 - (iii) 4 percent of salary for the preceeding 12 months multiplied by the number of years of service minus one, up to a maximum of 19 and
 - (iv) where the period of total aggregated is less than 20 years, 0.333 percent of salary for the preceeding 12 months multiplied by the number of completed months in addition to the completed years of service.
- (e) Outstanding annual leave shall be separately cashed up.

14.7 Rights of Staff Declared Surplus

14.7.1 Time off to Attend Interviews:

Staff will have reasonable time off to attend interviews for alternative employment, subject to the operational needs of the Institute.

14.7.2 References:

The Employer will supply to all surplus Staff a certificate of service and where required a letter of reference.

14.7.3 Counselling:

Counselling for affected Staff and family may be made available as necessary through WITT's Employee Assistance Programme (EAP).

14.7.4 Staff on Leave:

Staff surplus and who are on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment will be covered by the surplus staffing provisions of this agreement.

14.8 Transfer to a New Employing Body

Where the Institute contracts out the work of any staff who is party to this Agreement, or sells or transfers all or any part of its business such that any member of staff who is party to this Agreement shall become surplus to the staffing requirements, that member of staff shall have access to the protection provided by Clause 14.0.

Nothing in this Agreement shall require the Employer to pay compensation for redundancy to the member of staff if:

- (a) The person acquiring the business or the part being sold, transferred or contracted out:
 - i) has offered the member of staff employment in the business or the part being sold, transferred or contracted out; and
 - ii) has agreed to treat service with the Institute as if it were service with that person and as if it were continuous; and
- (b) The conditions of employment offered to the member of staff by the person acquiring the business or part of the business being sold, transferred or

contracted out are the same as, or no less favourable than the member of staff's conditions of employment including:

- i) the member of staff's existing days and hours of work; and
 - ii) any service related conditions; and
 - iii) any conditions relating to redundancy; and
- (c) The offer of employment by the person acquiring the business or part of the business being sold, transferred or contracted out is an offer to employ the member of staff in that business either:
- i) in the same capacity as that in which the member of staff was employed by the Institute ; or
 - ii) in any capacity that the member of staff is willing to accept.

15.0 UNION MATTERS

15.1 Right of Access

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

15.2 Stop work Meetings

~~15.2.1 Subject to sub-clauses 15.2.2 to 15.2.5 below, the Employer shall allow every member of staff covered by this Agreement who has nominated TIASA as his/her bargaining agent, to attend on ordinary pay, meetings to a maximum of 4 hours in each year. The ratification meetings will be additional to paid meetings.~~

~~15.2.2 The Union shall give the Employer at least 14 days notice of the date and time of any meeting to which sub-clause 15.2.1 applies.~~

~~15.2.3 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.~~

~~15.2.4 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.~~

~~15.2.5 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.~~

15.3 Union Fee Deductions

~~15.3.1 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.~~

~~15.3.2 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 staff.~~

~~15.3.3 Such requests shall not be made to the Employer at intervals of less than six months.~~

16.0 TERM OF THE AGREEMENT

~~— This Agreement comes into force on 1 October 2021 and expires on 31 December 2022.~~

SCHEDULE A - SALARIES

The following new salary grading system will be implemented on 1 October 2021. In implementing the new grades the following translation system will be used:

- a) Staff will move onto the evaluated job grade at the nearest step above their current salary rate
- b) Staff who's annual salary is above Step 4 of the grade will retain their current salary and move into the range on that grade
- c) Staff who's salary is above the maximum of the grade will retain their current salary but will still translate to relevant grade.

Schedule E contains the guidelines for the new TIASA/WITT Grading system.

Grade	Step	Annual Salaries + 2% Effective: 01/10/2020	Annual Salaries + 2.85% Effective: 01/10/2021
1	1		
	2	Grade Removed	Grade Removed
	3	Members will	Members will
	4	Transition to	Transition to
	Range	Grade 3 Step 1	Grade 3 Step 1
	Maximum		
2	1		
	2	Grade Removed	Grade Removed
	3	Members will	Members will
	4	Transition to	Transition to
	Range	Grade 3 Step 1	Grade 3 Step 1
	Maximum		
3	1	42,481	43,692
	2	43,813	45,062
	3	45,144	46,431
	4	46,475	47,800
	Range	â	â
	Maximum	50,470	51,908
4	1	47,806	49,168
	2	49,140	50,540
	3	50,470	51,908
	4	51,802	53,278
	Range	â	â
	Maximum	55,798	57,388
5	1	53,132	54,646
	2	53,988	55,527
	3	55,798	57,388
	4	57,128	58,756
	Range	â	â
	Maximum	61,124	62,866
6	1	58,460	60,126
	2	59,791	61,495
	3	61,124	62,866
	4	62,455	64,235
	Range	â	â

	Maximum	66,449	68,343
7	1	63,786	65,604
	2	65,118	66,974
	3	66,449	68,343
	4	67,785	69,717
	Range	â	â
	Maximum	71,891	73,940
8	1	69,148	71,119
	2	70,521	72,531
	3	71,891	73,940
	4	73,262	75,350
	Range	â	â
	Maximum	77,373	79,578
9	1	74,632	76,759
	2	76,002	78,168
	3	77,373	79,578
	4	78,745	80,989
	Range	â	â
	Maximum	82,859	85,220
10	1	80,116	82,399
	2	81,486	83,808
	3	82,859	85,220
	4	84,228	86,628
	Range	â	â
	Maximum	88,341	90,859

SCHEDULE B – RETIREMENT LEAVE

1 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

2 ANTICIPATED RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service			
	0	3	6	9
20	65	66	66	67
21	68	69	69	70
22	71	71	72	73
23	74	74	75	76
24	76	77	78	79
25	79	80	81	81
26	82	83	84	84
27	85	86	86	87
28	88	89	89	90
29	91	91	92	93
30	94	94	95	96
31	96	97	98	99
32	99	100	101	101
33	102	103	104	104
34	105	106	106	107
35	108	109	109	110
36	111	111	112	113
37	114	114	115	116
38	116	117	118	119
39	119	120	121	121
40 or more	122

SCHEDULE C – PROBLEM RESOLUTION

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

FIRST STEPS FOR SOLVING A PROBLEM

If problems do arise the Employer and a member of staff(s) should try to solve the problem themselves. The following steps should be followed:

1. Clarify the Facts

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

2. Communicate

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

3. Mediation

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

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

PERSONAL GRIEVANCES

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

- unjustifiably dismissed
- disadvantaged by an unjustifiable action on the part of their Employer
- discriminated against on the basis of their colour, race, ethnic or national origins, sex, marital or family status, age, disability, religious or ethical belief, political opinion, employment status, sexual orientation or involvement in union activities
- sexually or racially harassed at work
- subjected to duress because of their membership or non-membership of a Union.

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

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

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

DISPUTES

~~If Employers or staff believe that their employment agreement has been breached or changed without their agreement, they should follow the first steps above.~~

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

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

- ~~• If there is disagreement about what the agreement means or how it should be applied or operated, they can approach the Employment Relations Authority to decide for them.~~
- ~~• If there is no disagreement about what the agreement says, one party can ask the Employment Relations Authority to deal with the breach.~~

~~BREACH OF EMPLOYMENT LAW~~

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

~~If that does not work, the Employer, Staff or TIASA can:~~

- ~~• Apply to the Employment Relations Authority for a compliance order if the member of staff believes the Employer has breached (or the Employer believes that the member of staff or TIASA has breached) the Employment Relations Act. Examples of breaches of the Employment Relations Act include such matters as Union access to workplaces, Union meetings, informing new staff about their rights, providing reasons for dismissals, getting the work of striking done by other workers, keeping time and wages records or obligations to deal with each other in good faith.~~
- ~~• Apply to the Employment Relations Authority for a penalty action if the member of staff believes the Employer has breached (or the Employer believes that the Employee or TIASA has breached) the Act in relation to any of these matters, except good faith or providing reasons for dismissal.~~

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

SCHEDULE D

<p>GUIDELINES TO CREATE A HEALTHY AND SAFE WORKPLACE ENVIRONMENT WHEN USING ELECTRONIC TECHNOLOGY</p>

~~WITT will be responsible for the protection, health and safety of staff operating electronic technology, and shall comply with the latest protective guidelines contained in:~~

- ~~a) The Department of Labour, Guidelines for Using Computers;~~
- ~~b) The Health and Safety at Work Act 2015 (and amendments);~~
- ~~c) Or any other relevant electronic technology code of practice subsequently introduced, and~~
- ~~d) Agrees to apply these practices any time electronic technology are used by staff.~~

~~Owing to the nature of computer work, staff using computers shall be educated in the associated hazards and guidelines in using computers, and WITT will ensure that appropriate controls are in place to reduce the risk arising from these hazards.~~

~~When WITT is considering the introduction of new electronic technology the staff likely to be affected will be fully consulted. Staff will be entitled to representation of their choice throughout the process.~~

~~Staff using computers for 50% or more of their working time, or for continuous periods of two hours greater per day, and are required to wear corrective lenses in the course of the employment shall be entitled to reimbursement biennially for the costs associated with; eye testing; prescription lenses; contact lenses; frames; up to the maximum set out in Clause 8.10 of this agreement.~~

SCHEDULE E – Grading System Guidelines

1. PURPOSE

To maintain a system of methodically grading all Allied Staff positions covered by this agreement based on a method that is transparent, equitable, and linked to the relevant market data.

2. APPLICATION

These guidelines apply to all new and existing Allied Staff Positions covered by this agreement.

3. MARKET DATA EVALUATION COMMITTEE

The Committee will consist of equal representation of TIASA and WITT Management. All members of the Committee will have equal standing.

4. REVIEW COMMITTEE

The Review Committee will consist of the Human Resource Manager and Staff Member's Manager. Reviews are to be approved by the Chief Executive.

5. MARKET DATA

Market data will be resourced from up to three (3) sources of remuneration statistical data.

6. PROCESS

- 6.1 The Chief Executive will provide an annual opportunity for all permanent staff to have their salaries reviewed. The Human Resource Manager is the Chief Executive's delegated authority for processing these reviews.
- 6.2 The provision for performance, merit based or incremental progression within salary grades and the appropriate procedure will be used for staff qualifying in 6.1.
- 6.3 To ensure that WITT meets the good faith obligations to staff as set out in the Employment Relations Act 2000, uniform assessment of performance for salary movement will apply to all staff.
- 6.4 All discussion and information supplied to support an application for salary progression or review will be treated as confidential to those staff who have been assigned responsibility for the process.

7. APPOINTMENT TO GRADE/STEP

- 7.1 A new or revised job description will be received by Human Resources for grading and evaluated against external market data relatives.
- 7.2 The combined second quartile market average of this data will be used to place the job within the correct grade. The job will then be placed on the grade where Step 4 matches the nearest to the market data average.
- 7.3 A new member of staff will usually be appointed on Step 3 of the relevant grade. This does not preclude the member of staff, if appropriate, from being appointed to any step within the grade below step 4 with Managers approval.

8. INCREMENTS

- 8.1 Subject to clauses 9 and 10 a staff member will move one step after each year of service until reaching step 4.
- 8.2 No increments will be paid to staff on probation.
- 8.3 An Application for Progression will be required to progress beyond Step 4.

9. ADVANCED INCREMENTS

A double or accelerated increment may be approved by the Chief Executive if recommended by a Manager.

10. WITHOLDING INCREMENTS

An increment may be withheld by the Chief Executive if a staff member's performance over the previous year has been unsatisfactory. The member of staff will be fully notified of the decision and an action plan in place to address the reasons for it.

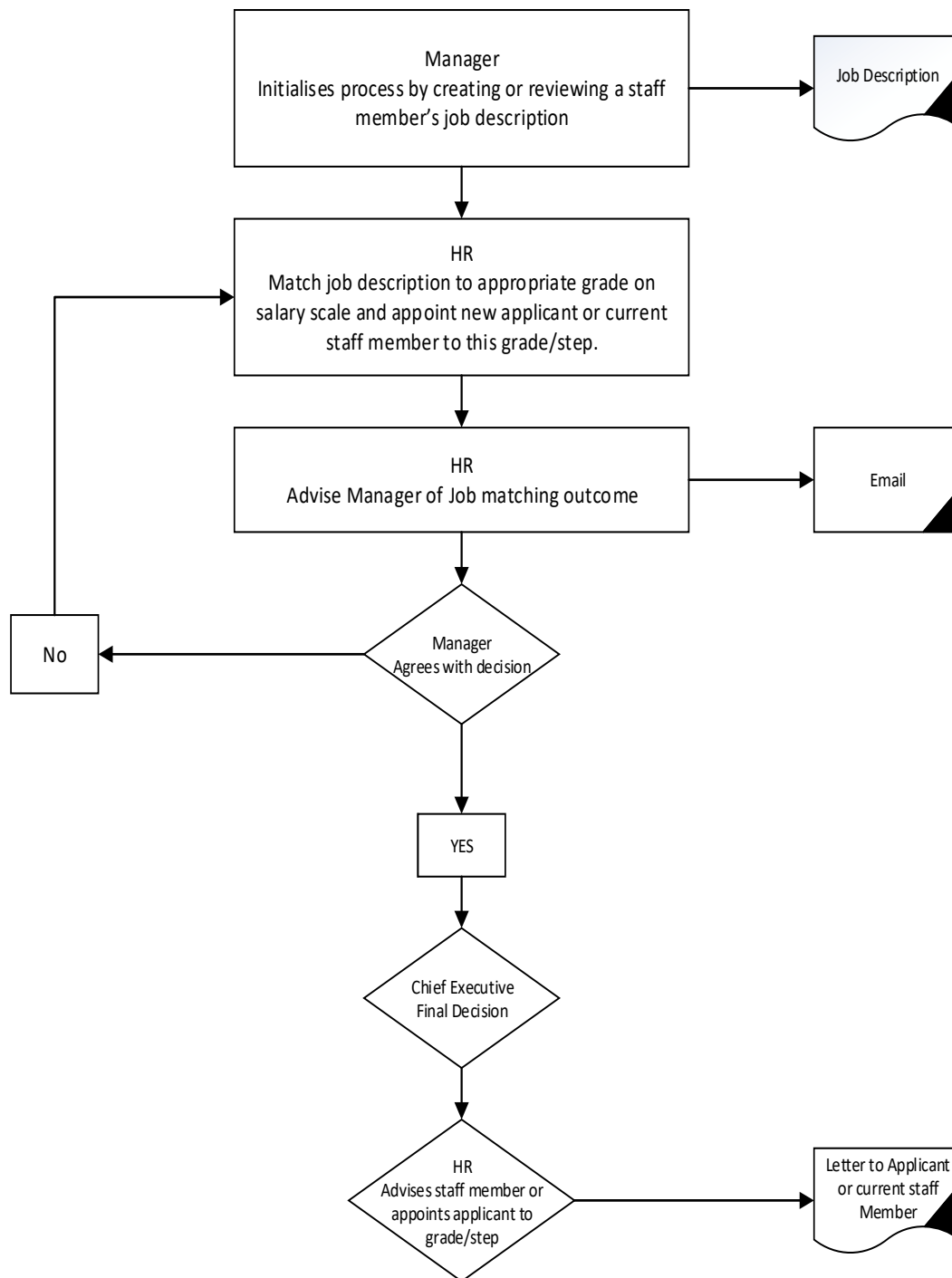
11. PROGRESSION BEYOND STEP 4

To progress beyond Step 4 through to the maximum of their grade, staff will have completed the Application for Progression and forwarded this to Human Resources by the third week of January.

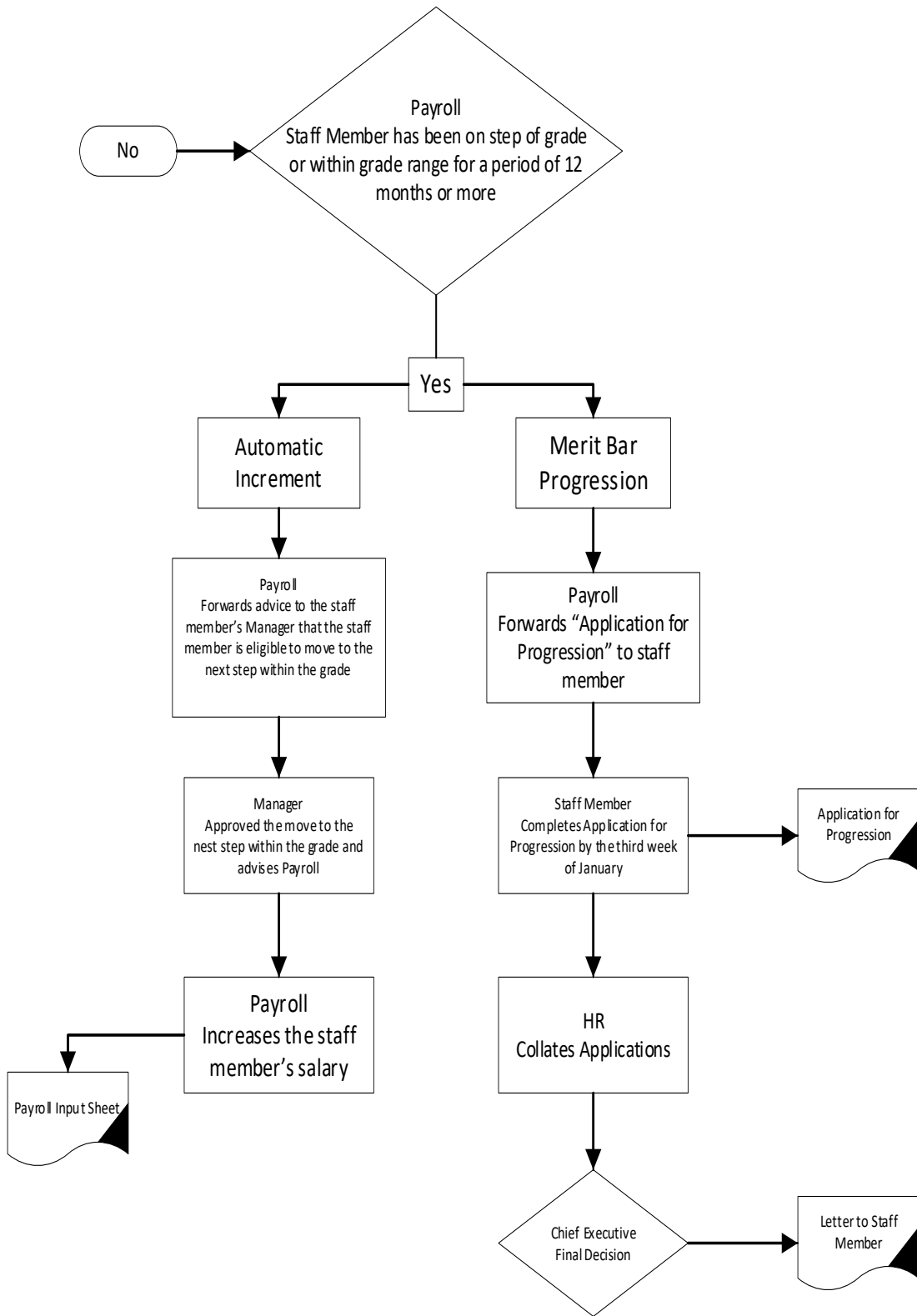
12. MARKET DATA

The Market Data Evaluation Committee will, every three years in December, checked all Allied Staff positions against current market data to ensure that their grades are consistent with the market.

Allied Staff Grading System New or Changed Job Description



**Allied Staff Grading System
Automatic Increment & Merit Progression**



Employee Name:	
Department:	

ALLIED STAFF APPLICATION FOR PROGRESSION

PROCESS

1. Staff will receive an application from Human Resources on 10 November of each year.
2. Eligible staff will have been on Step 4 of the same grade or within a grade range for a period of 12 months or more as at 1 February of the following year.
3. Payroll will sign confirmation of Criteria 1.
4. The staff member will be responsible for gathering evidence of the PD completed and have their Manager confirm completion of the PD (evidence must be attached to the application).
5. Where criteria are not met, Manager and staff member are to create a development plan in ELMO.
6. By the third week of January, the staff member will forward the completed form to Human Resources.
7. Applications will be considered by a group comprising of the Director Corporate Services, Human Resources representative and, a School Director/Manager (if applicable).
8. Any salary movement will be effective from 1 February following application.
9. If the staff member is receiving a Market Allowance it will be abated by the increase.

Questions related to the agreement, the criteria or a staff member's eligibility for movement should be addressed to HR.

	Criteria	Confirmation that criteria has been met (to be signed by)	Date (that criteria was met)
1	Completed 12 months on Step 4 of Grade or on the same salary rate within grade range	Payroll Office	
2	Used the individual professional development opportunities provided by WITT (staff member to attach evidence of PD completed)	Line Manager	
3	Attended the all staff PD day and completed Kia Uruuru Mai (cultural competency course)	Line Manager	
4	Completed all Personal Plan objectives as shown in ELMO	Line Manager	

**Please attach supporting documentation for
Criteria 2, 3 and 4.**



Te Pūkenga – WITT Business Division and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2023 SALARIES AND RATES

Paid and printed rates for **WITT Business Division** are published below. These rates come into effect from 01 January 2023 and represent a 5% increase for kaimahi earning up to \$75,000 and a 4% increase for kaimahi earning over \$75,000.

SCHEDULE A - SALARIES			
Grade	Step	Annual Salaries + 2% Effective: 01/10/2021	Annual Salaries + 5% <\$75k, 4% >\$75k Effective: 01/01/2023
1		Not applicable	Not applicable
2		Not applicable	Not applicable
3	1	\$43,692	46,118 Living Wage
	2	\$45,062	\$47,315
	3	\$46,431	\$48,752
	4	\$47,800	\$50,190
	Range	↓	↓
	Maximum	\$51,908	\$54,504
4	1	\$49,168	\$51,627
	2	\$50,540	\$53,068
	3	\$51,908	\$54,504
	4	\$53,278	\$55,942
	Range	↓	↓
	Maximum	\$57,388	\$60,258
5	1	\$54,646	\$57,379
	2	\$55,527	\$58,303
	3	\$57,388	\$60,258
	4	\$58,756	\$61,694
	Range	↓	↓
	Maximum	\$62,866	\$66,009
6	1	\$60,126	\$63,132
	2	\$61,495	\$64,570
	3	\$62,866	\$66,009
	4	\$64,235	\$67,447
	Range	↓	↓
	Maximum	\$68,343	\$71,760
7	1	\$65,604	\$68,884
	2	\$66,974	\$70,323
	3	\$68,343	\$71,760
	4	\$69,717	\$73,203
	Range	↓	↓
	Maximum	\$73,940	\$77,637
8	1	\$71,119	\$74,675
	2	\$72,531	\$76,157
	3	\$73,940	\$77,637
	4	\$75,350	\$78,364
	Range	↓	↓
	Maximum	\$79,578	\$82,761
9	1	\$76,759	\$79,829
	2	\$78,168	\$81,295
	3	\$79,578	\$82,761
	4	\$80,989	\$84,229
	Range	↓	↓
	Maximum	\$85,220	\$88,629
10	1	\$82,399	\$85,695
	2	\$83,808	\$87,161
	3	\$85,220	\$88,629
	4	\$86,628	\$90,094
	Range	↓	↓
	Maximum	\$90,859	\$94,493