

Te Pūkenga and TIASA
Kirimana ā-Tōpū mō ngā
Kaimahi Tau Whanui
Allied Kaimahi
Collective Employment Agreement

Effective from: 1 January 2024
Expires: 31 December 2025

WORKING IN PARTNERSHIP | MAHI I ROTO I TE KAUPAPA

Te Pūkenga and TIASA recognise the privilege and responsibility for both employing and representing a large number of allied kaimahi. Together we embrace the opportunity to build an enduring partnership to ensure the success and wellbeing of kaimahi and to make Te Pūkenga an exemplar of modern, inclusive, progressive employment practice and a great place to work.

To reflect this, Te Pūkenga and TIASA commit to the following partnership principles:

1. Promoting and strengthening collectivity, collective bargaining and union rights in the workplace and ensuring that workplace strategies and policies uphold the integrity of collective agreements and the collective bargaining process.
2. Te Pūkenga recognises TIASA as the authorised representative of TIASA members; the right of kaimahi to join and be represented by TIASA; TIASA's right to consult and inform members in the workplace; Regular and open lines of communication and engagement for the purpose of: keeping connected, discussing the organisation's direction and any potential impact on kaimahi, ensuring the partnership principles are being applied across the motu, addressing concerns early on, and planning for future joint initiatives and working parties.
3. Working with each other in good faith in all aspects of the relationship and in a manner that recognises the commitment to Te Tiriti o Waitangi.
4. Our joint efforts contribute to the success and wellness of kaimahi, summed up in the phrase Whakairohia he toki, tāraia te anamata | Learning with purpose, creating our futures.
5. Living our Te Pūkenga values manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person), and any amendments to the values.
6. Committed to embedding sustainability in all aspects of what we do, what we deliver and create, and all our actions.
7. Both parties recognise the importance of supporting kaimahi to ensure their mahi aligns to Te Pūkenga vision and values and benefits the needs of ākonga. This Agreement embodies the terms, conditions and commitments which we believe will help Te Pūkenga, and those entities that will succeed Te Pūkenga following its disestablishment, attract, retain and grow a high performing workforce capable of delivering its vision.
8. Applying the collective agreement in good faith and in accordance with these partnership principles, and in the spirit with which it is intended. Where there is any doubt regarding the intent of a provision or its application, there is a commitment to use best endeavours to resolve it through good faith discussions.

Explanatory Note for this Collective Agreement | Hei whakamārama

Purpose

Te Pūkenga and TIASA have included this explanatory note to the collective agreement to assist kaimahi (employees) and management in understanding the collective agreement and to outline the commitment the parties have to ongoing discussions and development of the collective agreement.

Overview of this Collective Agreement

This collective agreement is made up of three parts as follows.

	Who it applies to	Explanation
Part A	All kaimahi	<p>This includes general provisions of employment such as who is covered by the agreement, definitions, wellbeing and safety and other general terms. These provisions replace the relevant provisions of collective agreements that transferred to Te Pūkenga as listed in Part C.</p> <p>Part A does not include or impact on provisions which provide entitlements to kaimahi such as leave, allowances and other such provisions.</p>
Part B	All kaimahi	<p style="text-align: center;">2024</p> <p>In this collective agreement, Part B sets out a work programme which describes the provisions that the parties will seek to develop prior to the disestablishment of Te Pūkenga. As appropriate, newly agreed provisions which are agreed and ratified will be included in Part A and removed from the divisional schedule(s) during the term of this collective agreement.</p>
Part C	<ul style="list-style-type: none"> • Transferring kaimahi • New kaimahi prior to Part B being completed and ratified 	<p>This comprises all the collective agreement provisions not replaced by Part A which were in place within each Te Pūkenga subsidiary at the date of transferring to Te Pūkenga.</p> <p>Kaimahi are covered by the collective agreement which applied to them prior to becoming a kaimahi of Te Pūkenga. For kaimahi appointed directly by Te Pūkenga from 1 January 2023, they are covered by the collective agreement in Part C that most closely aligns to the agreement applicable to the region they are employed in.</p> <p>Where there is any doubt about application, Te Pūkenga and TIASA will agree in good faith on which Schedule applies.</p>

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Part A | Wāhanga A

Applicable to all kaimahi covered by this Collective Agreement

1 Agreement Coverage | Te whānuitanga

1.1 Parties

The parties to this agreement are:

- a) The Chief Executive of Te Pūkenga, referred to as “Te Pūkenga” or “the Employer”, and
- b) The Tertiary Institutes Allied Staff Association (TIASA Te Hononga) Inc, referred to as “TIASA”, which is the union authorised to act on behalf of kaimahi who are bound by this agreement and have so authorised TIASA to act on their behalf.

1.2 Coverage of the Agreement

- a) This Agreement covers all kaimahi of the Employer who are or become members of TIASA and are primarily employed as allied kaimahi in roles howsoever termed.
- b) Where there is ambiguity or disagreement around whether the roles within a related entity falls within this coverage clause then the Employer and TIASA will in good faith jointly assess and agree whether the entity is within coverage or not.
- c) Allied kaimahi roles include but are not limited to:
 - i. administration, finance, secretarial, clerical, information technology services and support, marketing, communications, public relations, liaison, counselling, student enrolment, recruitment and/or support including student advisors, pastoral and/or learning support advisors, career consulting, librarians, library assistants and other library roles, technical support, customer services representatives, reception, telephone services, mail process and/or delivery, facilities management and maintenance, learning resources, IT/computing including online delivery facilitation, support and development, technicians, human resources, payroll, cafeteria, security, grounds, printery, copy centre, and supervisory and management roles in any of the above or similar areas.
- d) This Agreement excludes from cover kaimahi who are employed to undertake one or more of the activities as described below:
 - i. Te Pūkenga Chief Executive
 - ii. The Executive Leadership Team of Te Pūkenga.
 - iii. Leadership positions reporting directly to members of the Executive Leadership Team of Te Pūkenga.
 - iv. Kaimahi primarily employed in an academic (teaching) position.
- e) This Agreement excludes from coverage those employed within a Te Pūkenga Work Based Learning (WBL) / Industry Training Organisation (ITO) division.
- f) Where there is ambiguity or disagreement around whether a role falls within this coverage clause then the Employer and TIASA will in good faith jointly assess and agree whether the role is within coverage or not. In so doing the standardised occupational definitions of the latest edition of the Australia and New Zealand Standard Classification of Occupations (ANZSCO) will be used as the basis for guiding correct coverage. The intention of these provisions is to confirm bona fide coverage, not to limit or exclude it.
- g) The parties acknowledge the complexity of the disestablishment process and following confirmation of the replacement structures will review the list of roles excluded from this agreement with an aim of minimising the number of kaimahi excluded.

1.3 Application of the Agreement

- a) When kaimahi are appointed to any role whose activities are described within the coverage clause of this Collective Agreement, the Employer will:
 - i. inform them that this Collective Agreement exists and covers the work to be done by them;
 - ii. provide them a copy of this Collective Agreement;
 - iii. inform them that they may join TIASA and provide an application form for membership;
 - iv. inform them how to contact TIASA;
 - v. inform them that if they join TIASA, they will be bound by this Collective Agreement;
 - vi. inform them that their name will be forwarded to TIASA, unless they expressly opt out by their first day of employment.
- b) New and existing kaimahi who fall within coverage and who are or become TIASA members will be bound by the terms and conditions of this Agreement.
- c) For the first 30 days after a new kaimahi commences employment with the Employer, and where they are not a member of TIASA, the terms and conditions of employment of kaimahi comprise the terms and conditions of this Agreement (other than any bargaining fee payable under Part 6B of the Employment Relations Act 2000) and any additional terms and conditions mutually agreed to by the kaimahi and the Employer that are no less favourable to the kaimahi than the terms and conditions in this Agreement and do not undermine it.

1.4 Variation of Agreement

- a) the Employer and TIASA acknowledge that circumstances may arise during the term of this Agreement that warrant variation of this Agreement with respect to one or more kaimahi covered by this Agreement. Accordingly, this Agreement may be varied by agreement in writing between the parties.
- b) Any variation will be set out in writing and attached to this Agreement. Variations will be ratified by a vote of TIASA members affected by the variation. A variation will be ratified when any number greater than 50% of TIASA members who are entitled to vote and who do vote, vote in favour of the variation.

1.5 Term of the Agreement

This Agreement shall come into force on 1 January 2024 and shall continue in force until 31 December 2025.

1.6 Remuneration Increase

- a) Effective from 1 January 2024, the following increase will apply:
 - i. 4% increase to all paid and printed rates
- b) Effective from 1 January 2025, the following increase will apply:
 - i. 4% increase to all paid and printed rates
- c) The salary increase will be backdated to 1 January 2024 for all members covered by this collective agreement as at the date of ratification.
- d) For those kaimahi who join TIASA during the period of this agreement and who received a salary increase in 2024 or 2025, any salary increase will be abated by the amount of any salary increase received prior to joining TIASA in that year.

- e) For kaimahi who join TIASA after the ratification date, any salary increase will apply from the date that membership of TIASA commences and will not be backdated. Those who join in 2024 will also receive the 2025 negotiated increase from 1 January 2025

2 Definitions | Ngā tikanga

2.1 Common Terms

“Employer” means the Chief Executive of Te Pūkenga, or any manager acting on their delegated authority

“Entity” means an organisation of any type established by or transferred into Te Pūkenga

“Kaimahi” means a member of TIASA within the coverage clause of this agreement

“Subsidiaries” means those business divisions that were previously a subsidiary of Te Pūkenga prior to them being transferred into Te Pūkenga

“Business division” means those parts of Te Pūkenga that were previously a subsidiary of Te Pūkenga prior to them being transferred into Te Pūkenga

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

2.2 Definitions within Schedules

The definitions within the Schedules in Part C continue to apply. Where there is difference, the definitions in Part A will take precedence.

3 Wellbeing and Safety | Hauora me te haumarū

- 3.1 The Employer is committed to ensuring that kaimahi perform their duties safely and in an environment that supports their physical and mental wellbeing and safety. The Employer recognises there is potential for kaimahi to experience situations in the performance of their duties which may create a risk to their physical or mental safety and wellbeing. This will be demonstrated by enabling kaimahi participation in the development and management of safety and wellbeing systems, procedures and policies. This is consistent with the Employer's obligations under the Health and Safety at Work Act 2015 as a Person Conducting a Business or Undertaking ("PCBU"), to ensure so far as is reasonably practicable, the health and safety of kaimahi within the work environment and to ensure that kaimahi are correctly and appropriately trained in health and safety procedures and practices.
- 3.2 The Employer supports and will facilitate the election of workplace health and safety representatives (HSRs) and their access to the necessary training to enable them to carry out their duties as an elected HSR. The grouping of kaimahi into one or more workgroup for electoral purposes will be in consultation between the Employer and TIASA, to enable appropriate and effective HSR representation and access by all kaimahi to a trained HSR
- 3.3 The Employer is committed to developing and maintaining wellbeing and safety processes and practices that:
- a) Comply with relevant legislation, including the Health and Safety at Work Act 2015, the Education and Training Act 2020, and the Employment Relations Act 2000
 - b) Align to the Employer's values of manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person)
 - c) Align with the Employer's policies and procedures
 - d) Align with current, accepted good practice both generally and across the range of work that kaimahi perform
 - e) In meeting its obligation to provide a safe and healthy work environment, the Employer will: Where there is a requirement to wear specific protective clothing, provide kaimahi with sufficient, fit-for-purpose clothing and equipment which is necessary for the nature of the work performed. In relation to this:
 - i. The Employer will provide protective clothing and equipment at its cost or will reimburse kaimahi for reasonable and pre-approved expenses
 - ii. Protective equipment and clothing provided by the Employer remain the property of the Employer and must be returned when no longer required or the employment of the kaimahi ends
 - iii. It will be replaced on a fair wear and tear basis at the cost of the Employer
 - iv. It will be laundered or cleaned at the Employer's cost on a fair and reasonable basis
 - f) Monitor the risk of infection, disease or other ailments associated with particular jobs and meet the related costs such as but not limited to immunisation, where kaimahi are considered to be at a higher-than-normal risk of infection or adverse health effects arising from their work

- g) Encourage kaimahi engagement in health and safety work practices through participation and representation processes and mechanisms. The Employer will ensure that kaimahi and TIASA have reasonable opportunities to participate in ongoing processes for the improvement of wellbeing and safety in the workplace.
- 3.4 Sick leave taken in the following circumstances will not be debited from the sick leave entitlement of a kaimahi:
- a) Epidemic/Pandemic Disease – When an epidemic and/or pandemic is declared by the appropriate health authority, the sick leave of kaimahi who contract the disease or are otherwise negatively impacted by the disease (such as adverse reactions to preventative treatments such as vaccinations) will be treated as extraordinary paid leave.
 - b) Notifiable Infectious Diseases – when a kaimahi contracts an infectious disease, is exposed to an infectious disease or, has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending work onsite, leave will be treated as extraordinary paid leave.

4 Union matters | Ngā take ā-Uniana

4.1 Deduction of union fees

- a) The Employer will deduct union membership fees/subscriptions for each TIASA member covered by this Agreement.
- b) The Employer will remit these deductions to TIASA's National Office at a frequency in line with the Employer's pay periods (fortnightly) and will provide a list of those kaimahi for whom deductions have been made. These arrangements are subject to any provisions separately agreed between the Employer and TIASA.
- c) Where reasonably practicable, the information provided by the Employer will provide the FTE of each kaimahi and will indicate which kaimahi are on leave without pay, parental leave and other approved forms of absence.
- d) The parties acknowledge that with different payroll systems across the divisions, there may be a level of variation concerning when information is provided and the level of information able to be provided. Provided that in such case, the information supplied shall not be less than that previously supplied by any former Te Pūkenga subsidiary.

4.2 Union meetings

- a) TIASA members are entitled to at least two paid union meetings of up to 4 hours total in each calendar year, provided they attend. Wherever practicable the Employer will provide facilities for members to attend online.
- b) TIASA shall give the Employer at least 14 days' notice of the date and time of any meeting to which sub-clause (a) applies.
- c) TIASA shall make such arrangements with the Employer as may be necessary to ensure that the Employer's business is maintained during any union meeting. Where there are insufficient numbers of non-union members and/or management to cover the period of the meeting, TIASA shall make such arrangements for sufficient kaimahi to remain available during the meeting to enable the Employer's operation to continue.

- d) Work shall resume as soon as practicable after the meeting.
- e) TIASA shall supply the Employer with a list of kaimahi who attend, and the time that the meeting started and finished.
- f) Ratification meetings will be additional to paid meetings.
- g) The Employer and TIASA may agree additional allocations of time for paid union meetings.

4.3 Right of Access

- a) TIASA and its authorised representatives may enter the workplace to carry out union business (including purposes related to the employment of its members), provided that TIASA does so at reasonable times and in a reasonable manner.

4.4 Provision of information

- a) The Employer, when requested in writing by the Secretary of TIASA, shall, within two weeks after receipt of such a request, supply to TIASA a list of the names, addresses and designations of all kaimahi who are covered by this Agreement (but such request shall not be made to the employer at intervals shorter than six months).

4.5 Branch Chair, and Leave for TIASA business

- a) The Employer and TIASA will correspond on an annual basis to establish the quantum of, and arrangement for, leave available to elected TIASA representatives for union business. Additional leave can be requested for extraordinary matters which arise in the course of the year, and such additional leave will not be unreasonably withheld.
- b) The Employer and TIASA will correspond on an annual basis to establish the quantum of, and arrangements for, leave available to elected representatives of TIASA for union business.
- c) A minimum time allowance of 0.2 will be provided each year for the TIASA Branch Chair to carry out TIASA business.

4.6 Pass On

- a) TIASA agrees that the Employer may pass on to any of its allied kaimahi 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:
 - i. A period of at least 6 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 kaimahi covered by an individual employment agreement. A period of six months must also be observed from the effective date for any terms agreed to come into effect after the commencement date;
 - ii. In the case of any such term which provides for an increase in salary, allowances, or any other aspect of kaimahi 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
 - iii. There has been prior consultation with TIASA before any pass on is offered pursuant to clause 4.6(a)(i) to allied kaimahi members on individual employment agreements save that no such consultation shall be required in the case of new kaimahi

- b) The Employer will on request made by TIASA at any time provide sufficient details in writing to enable TIASA to verify whether there has been compliance with this Clause
- c) The parties acknowledge that any breach of clause 4.6 will prima facie be a breach of the duty of good faith in s4 of the Employment Relations Act 2000
- d) 'Terms of employment' includes any terms reached in bargaining for the new collective agreement with the exception of any term that is required by law (such as for example an employee protection provision) and 'reached' has the same meaning as in s59A of the Act
- e) Nothing in the foregoing will prevent TIASA and the Employer from agreeing that any specified provision(s) of the new collective agreement will supersede any part of this Clause
- f) The parties also acknowledge that section 62 of the Employment Relations Act 2000 requires the terms and conditions of this Collective Agreement to be offered to new kaimahi for the first 30 days of employment who are not union members.

5 Confidentiality and Intellectual Property | Noho tapu me te Whakairo hinengaro

5.1 Confidentiality

- a) Kaimahi must ensure that any official or personal information as defined in the Privacy Act 2020, relating to the Employer business, kaimahi, students, or clients is not disclosed to any person or organisation except in accordance with the Employer's policy or with the prior approval of the Employer.
- b) The Employer holds certain information relating to kaimahi employment and will treat it in confidence in accordance with the provisions of the Privacy Act 2020. Kaimahi are entitled to view their personal file at any reasonable time. Further information about the treatment of personal information relating to kaimahi employment is set out in the Employer's policies and procedures.

5.2 Intellectual Property

- a) Anything that kaimahi make, discover, develop or improve, whether on their own or with someone else while working at the Employer in the performance of their role, remains the intellectual property of the Employer. Kaimahi may only use such intellectual property for non-work related purposes with the prior approval of the Employer.

6 Equal Employment Opportunities | Whakaōrite Whiwhinga Mahi

- a) In recognition to our commitment to Te Tiriti, equity and inclusiveness, Te Pūkenga shall engage with kaimahi on an equal employment opportunities programme.
- b) The equal employment opportunities programme shall identify and eliminate all aspects of policies, procedures and practices which may directly or indirectly lead to inequitable outcomes and do not embrace diversity, especially those concerning kaimahi appointments, pay (including gender pay), flexible working arrangements, wellbeing and safety, promotions and career development.
- c) As outlined in Part B, in relation to pay equity, during the term of this collective agreement, Te Pūkenga and TIASA are committed to forming a working party for the purpose of developing an equity framework designed to ensure that gender and ethnic

pay gaps are addressed for all kaimahi. The equity framework will draw on other frameworks including “*Kia Toipoto (closing gender, Māori, Pacific and Ethnic Pay Gaps), Public Service Action Plan*” developed by the Public Service Commission.

7 Conflict of interest | Pānga taharua

Situations may arise which could place kaimahi in conflict with their commitments to the Employer. If kaimahi become aware of anything or are considering committing to something that has the potential to place them in conflict with their duties and commitments to the Employer, they must advise the Employer immediately. If there is any doubt as to whether something is a conflict, they should refer to the Employer’s policies and also seek guidance from their manager.

8 Policies and Procedures | Ngā kaupapa-here me ngā whakahaere

- a) The Employer may introduce and amend policies and procedures from time to time and these will apply to kaimahi covered by this Agreement, but not so as to vary the terms and conditions in this agreement or to be inconsistent with it.
- b) Where a proposed policy or procedure, or an amendment to an existing one, has the potential for impacting on working conditions for TIASA members, the Employer will consult with TIASA and affected TIASA members prior to making any decisions.

9 Resolution of Employment Relationship Problems | Te Whakatau Raruraru Mahi

9.1 Overview

The Employment Relations Act 2000 requires that all Collective Agreements contain a plain-language explanation of the services and processes available to resolve any employment relationships problems. The Employer and TIASA have agreed on the following procedure.

9.2 Employment Relationship Problems

Employment Relationship problems include:

- a) Concerns and problems relating to or arising out of your employment relationship with the Te Pūkenga except matters relating to the fixing of new terms and conditions of employment.
- b) A personal grievance is defined in section 103 of the Employment relations Act 2000 and includes: a claim of unjustifiable dismissal, unjustifiable action (including workplace bullying), disadvantage, discrimination, sexual or racial harassment, ill-treatment due to family violence, or duress in relation to membership or non- membership of a union or employee organization.
- c) A dispute (about the interpretation, application or operation of an employment agreement).

9.3 Resolving Employment Relationship Problems

- a) If you have a concern about your employment relationship, you should in the first instance talk to your manager either personally or with the support of TIASA as soon as

possible. This should include a description of the problem and what you are wanting as an outcome.

- b) If for any reason you feel unable to raise the matter with your immediate manager, you may choose to talk to another appropriate person including your manager's manager, or someone from the People Culture and Wellbeing team.
- c) If other resolution options are unsuccessful, you may decide to raise a personal grievance. The following applies where a personal grievance is raised:
 - i. you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary
 - ii. The Employer will try to resolve the matter through discussion with you and/or TIASA
 - iii. If the problem cannot be resolved through discussion, then either you or the Employer can request assistance from the Ministry of Business, Innovation and Employment which may provide mediation services.
 - iv. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
 - v. In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the Employer to the Employment Court.
- d) You have the right to seek the support and assistance of TIASA or to seek information from the Ministry of Business Innovation and Employment at any time.

10 Savings | Moni penapena

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

Part B | Wāhanga B

Part B sets out a work programme for the parties to progress with during the term of this Collective Agreement

11 Work Programme and Working Group | Kaupapa Mahi me te Rōpū Mahi

11.1 Overview

- a. From the Commencement Date of this Agreement, all kaimahi will be covered by Part A of this Collective Agreement as well as the remaining terms and conditions applicable to them in Part C.
- b. The Working Group will initially focus on those areas in 11.4 and then agree any future areas to consolidate.
- c. The Working Group will continue to consolidate provisions until the disestablishment of Te Pūkenga, where they do not impact the operations of the divisions, add additional costs, commit future entities to new provisions, or make the disestablishment of Te Pūkenga more difficult.

11.2 Development of remaining terms and conditions

- a. Part A of this Collective Agreement comprises a consolidation of some terms and conditions contained within the collective agreements in Part C.
- b. The Parties commit to developing these terms and conditions in accordance with the Work Programme outlined below.
- c. Once topics within the Work Programme are completed, they will apply to all kaimahi from the date they are incorporated into this Collective Agreement.

11.3 Working Group

- a. During the term of this collective agreement, a Working Group will be formed to progress the work programme outlined below.
- b. The Working Group will comprise of representatives from Te Pūkenga and TIASA as agreed between the parties.
- c. The Working Group will meet regularly, and will make all reasonable efforts to complete the Work Programme prior to the disestablishment of Te Pūkenga.
- d. Once completed, the output of the Work Programme will be put forward for approval and ratification to vary this collective agreement as set out in Part A, clause 1.4.

11.4 Work Programme Outline

- a. The Work Programme is as follows. The description provides an indication of the topics that will be reviewed based on existing divisional schedules. Given the variation across the divisional schedules, the Parties may develop alternative provisions which provide entitlements for kaimahi and which support the disestablishment of Te Pūkenga.
- b. Additional topics may be added to the work programme by agreement.

Main Topic	Example of sections from existing Subsidiary collective agreements
Leave	Annual Leave Public Holidays Institute holidays, non-stats between Xmas and New Year, Easter Tuesday Sick Leave Wellness days Bereavement/ Tangihanga leave Parental Leave Special Leave Domestic Violence leave Long Service Leave Jury service Retiring leave Resigning leave Holidays falling during leave or time off
Ending employment	Notice of resignation/termination of employment Abandonment of employment Medical incapacity Compassionate grant Disciplinary process
Organisational Change	Surplus staffing Employee protection

11.5 Pay Equity Working Party

- a. As outlined in this Collective Agreement, in relation to pay equity, during the term of this collective agreement, Te Pūkenga and TIASA are committed to forming a working party for the purpose of developing an equity framework designed to ensure that gender and ethnic pay gaps are addressed for all kaimahi. The equity framework will draw on other frameworks including “*Kia Toipoto (closing gender, Maori, Pacific and Ethnic Pay Gaps), Public Service Action Plan*” developed by the Public Service Commission)
- b. The Working Party will comprise of representatives from TIASA and Te Pūkenga. Te Pūkenga and TIASA may also agree to invite other parties to be included in the Working Party.
- c. The Working Group will determine its meeting regularity so as to complete the work within the term of this Agreement.
- d. Without limiting its scope, the Working Party will address the following:
 - i. The development of objectives, principles and outcomes of the Working Party
 - ii. The development or adoption of an equity framework to ensure that gender and ethnic pay gaps are addressed for all allied kaimahi, including in the areas of remuneration, recognition and reward
 - iii. The development or adoption of a joint job sizing and job evaluation process for allied kaimahi positions which exemplifies best practice

- iv. The development of a project plan and timeframe to ensure this work is completed within the term of this Agreement.

Part C | Wāhanga C

Part C sets out the Schedules applicable to each business group based on the prior Subsidiary collective agreements

The Schedules have been amended to indicate those clauses now contained in Part A of this Collective Agreement

12 Applicable Subsidiary Collective Agreements | Kirimana Tōpū e hāngai ana

12.1 Collective Agreements

The applicable collective agreements are those agreements that were in place within each Te Pūkenga subsidiary at the date of transfer into Te Pūkenga and are as follows:

Te Pūkenga Subsidiary	Collective Agreement	Schedule
Ara Institute of Canterbury (Ara)	Allied Staff Collective employment agreement, 1 July 2022 – 31 December 2022	A
Eastern Institute of Technology (EIT)	Allied Staff Collective employment agreement, 1 February 2021 – 31 December 2022	B
Manukau Institute of Technology (MIT)	TIASA Staff Collective employment agreement (Allied, security officers, cleaners, catering) 1 April 2022 – 31 December 2022	C
Nelson Marlborough Institute of Technology (NMIT)	Allied Staff Collective employment agreement, 2 May 2021 – 31 December 2022	D
Northland Polytechnic Ltd (North Tec)	Allied Staff Collective employment agreement, 1 April 2022 – 31 December 2022	E
Open Polytechnic	Allied Staff TIASA Collective agreement, 1 January 2022 – 31 December 2022	F
Otago Polytechnic	Otago Polytechnic TIASA General staff Collective Employment Agreement, 1 May 2021 – 31 December 2022	G
Southern Institute of Technology (SIT)	Allied staff Collective agreement, 1 July 2021 – 31 December 2022	H
Toi Ohomai Institute of Technology	Allied staff members' Collective employment agreement, 1 November 2022 – 31 December 2022	I
Tai Poutini Polytechnic Limited (TPP)	Allied staff Collective employment agreement, 1 April 2021 – 31 December 2022	J
Unitec New Zealand Limited (Unitec)	Allied staff Collective employment agreement, 16 June 2021 – 31 December 2022	K
Wellington Institute of Technology Ltd (Weltec)	Allied staff Collective employment agreement, 1 January 2021 – 31 December 2022	L
Whitireia Community Polytechnic Ltd (Whitireia)	Allied staff Collective employment agreement, 1 January 2021 – 31 December 2022	M
Waikato Institute of Technology (Wintec)	Allied staff Collective employment agreement, 5 August 2021 – 31 December 2022	N
Western Institute of Technology at Taranaki (WITT)	Allied staff Collective employment agreement, 1 October 2021 – 31 December 2022	O
Universal College of Learning (UCOL)	Where existing or new kaimahi are employed into the business division previously known as UCOL, they will be covered by Schedule P	P

12.2 Amendments to Subsidiary Collective Agreements

- a) Where a provision in a Schedule has been crossed out or removed, that particular provision has been replaced by the applicable provision in Part A of this Agreement.

13 Application of Schedules | Te whakamahi i ngā Kōrero Āpiti

13.1 Kaimahi who are employed by Te Pūkenga

- a) Kaimahi are covered by the Schedule that most closely aligns to the business division they are primarily employed to work for.
- b) Where existing or new kaimahi are employed into the business division previously known as UCOL, they will be covered by Schedule P (Terms and Conditions for new kaimahi appointed to the business division previously known as UCOL). This Schedule is to be read alongside Schedule O (Western Institute of Technology at Taranaki) and is intended to serve as a temporary solution to address the absence of a TIASA collective agreement within the UCOL business division.
- c) Where kaimahi are employed to work equally across multiple business divisions, they will be offered the schedule that mostly closely aligns to their place of residence.
- d) Where there is any doubt about application, Te Pūkenga and TIASA will agree in good faith on which Schedule applies.

13.2 Kaimahi who change roles or locations


- a) In relation to kaimahi who transfer between roles or locations, as part of implementation of this Collective Agreement, the Parties will discuss and agree whether such kaimahi will continue to be covered by the business division that applied to them prior to the transfer, or will be covered by the terms and conditions of the business division they are transferring to.
- b) If a kaimahi transfers to a role that is not included in the Schedule's coverage clause then Te Pūkenga and TIASA will agree in good faith on which other Schedule would apply, or whether an individual employment agreement is required as may be the case.


13.3 Kaimahi appointed to national or regional roles

- a) Any kaimahi who are offered or hold a national or regional role will be offered the schedule which most closely aligns to their place of residence.

14 Signatories | Hunga waitohu

This agreement was signed by the parties as follows:

<p>For and on behalf of Te Pūkenga</p>	 <hr/> <p>Chief Executive</p> <p>8 May 2024 Date</p>
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<p>For and on behalf of Tertiary Institutes Allied Staff Association</p>	<hr/>  <hr/> <p>Chief Executive</p> <p>29 April 2024 Date</p>
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**NELSON MARLBOROUGH INSTITUTE
OF TECHNOLOGY
ALLIED STAFF COLLECTIVE
EMPLOYMENT AGREEMENT
(TIASA)**

Effective from: 2 May 2021

Expires: 31 December 2022

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1.0 AGREEMENT COVERAGE

1.1 The Parties

~~This collective agreement is made pursuant to the relevant Employment legislation and any subsequent amendments and sets out the terms and conditions of employment, which shall be observed by the parties and employees who are covered by this agreement.~~

~~The parties to this Agreement shall be:~~

- ~~a) The Chief Executive Officer, Nelson Marlborough Institute of Technology Ltd referred to in the Agreement as the "Employer", and~~
- ~~b) Tertiary Institutes Allied Staff Association (TIASA Te Hononga) Inc the union~~

1.2 Coverage

~~1.2.1 This agreement binds the union and the employer that are the parties to the agreement and; Employees,~~

- ~~a) who are employed by the employer party to this agreement; and~~
- ~~b) who are or become members of the union party to this agreement; and~~
- ~~c) whose work comes under the coverage clause of this agreement~~

~~— The intended coverage of this agreement is:~~

~~Employees who are employed in non-academic roles including but not limited to: clerical, administrative (e.g. financial, marketing, human resources, payroll, IT, student support services, and communications), library services, learning resources, technical support liaison (co-ordinators), pastoral care (including counsellors, advisors, mentors), general hands, facility services, and supervision / management of the above types of work.~~

~~1.2.2 Excluded from coverage of this agreement are:~~

- ~~a) The Chief Executive and those appointed to senior management positions; and~~
- ~~b) Academic Staff~~

~~1.2.3 For employees who are appointed during the term of this Agreement the Employer shall:~~

- ~~a) Inform the Employee that for the first thirty (30) days they will be included under the Collective Agreement; and~~

- ~~b) Provide the new Employee with a copy of the Agreement; and~~
- ~~c) Inform the Employee that they may join TIASA and inform the employee that if they join the Union, they will be bound by the terms and conditions of the Agreement;-~~
- ~~d) Inform the Employee that their name will be provided to the Union as a new member of NMIT staff, and the Union will follow up with them;~~
- ~~e) At the conclusion of the 30 days the Employee has the option of being covered by this Agreement or can request an Individual Employment Agreement (IEA).~~

1.3 Bargaining Agent Recognition

~~Subject to the Employment Relations Act 2000 and its subsequent amendments the employer agrees to recognise TIASA as the collective bargaining agent for the employees covered by this Agreement for whom TIASA is their bargaining agent.~~

1.4 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 agree that provisions in this agreement may be varied by written agreement between the employer, the employees potentially affected by the proposed variation and the Union. Such proposals shall be dealt with as follows:~~

- ~~i The proposal shall be discussed between the employees concerned, the Union and the Employer~~
- ~~ii Where agreement is reached between the employer and 50% plus one of the employees directly concerned and voting on the matter, such agreement shall be put in writing and signed by the Employer and the Union.~~
- ~~iii In the event of no agreement being reached, the provisions in the Agreement shall apply.~~

2.0 DEFINITIONS

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

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

~~"Institute" means Nelson Marlborough Institute of Technology.~~

~~"Employee" means a person employed in terms of clause 1.2.~~

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

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

"Fixed Term employee" means an employee that has agreed that employment will end at the close of a specified date or period; or on the occurrence of a specified event; or at the conclusion of a specified project.

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

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

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

"Service" means continuous service with the Employer, except for employees that were a member of TIASA and covered by this Agreement on 1 February 2008. For these employees the following provisions apply:

For the purpose of clauses relating to annual holidays, sick leave and retiring leave service shall be deemed to include all prior continuous service in the tertiary institute sector.

"Continuous service" for the purpose of the provisions for long service leave shall not include any period of less than 6 months unbroken service, or any period of service followed by a break of more than 3 months, other than an approved leave of absence without pay.

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.

3.0 TERMS OF EMPLOYMENT

3.1 Termination of Employment

Four weeks written notice shall be given by either the employee or the employer of the termination of employment, unless a lesser period is agreed in writing between the parties. The Employer may, at its discretion, choose to make payment in lieu of all or any part of the notice period. Where the Employer elects to pay in lieu of notice this shall not constitute summary dismissal.

Notwithstanding the provisions of this clause, the Employer may dismiss an Employee for serious misconduct, without any period of notice or payment in lieu.

4.0 SALARIES

- 4.1** Rates of annual salaries to be paid to full time employees are listed in Schedule A of this Agreement. Part time employees will be paid on a pro rata basis.
- 4.2** Salary increments: An employee holding a position of a grade to which two or more salary steps apply, and who is not being paid at the highest of those steps shall, after 12 months at that rate, move to the salary step above. Employees appointed to grade EA 1 band shall progress by single step movements after the completion of 6 months of employment until the 6th step of the EA band is reached.
- 4.3** The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s).
- 4.4** The employer may allow additional or accelerated salary steps.
- 4.5** All salaries shall be paid on a fortnightly pay cycle, not later than 3 working days after the end of the pay period, provided that wages shall be paid not later than Wednesday of the pay period.
- 4.6** All salaries shall be paid by direct credit to the employee's nominated bank account.
- 4.7** The increase percentages will apply to salaries both printed and paid to cover members who are in between steps rather than on full steps, as well as cover those paid outside the salary scales/bands.

5.0 HOURS OF WORK

5.1 All staff (except Library Occupational class)

- 5.1.1** The following provisions shall apply to all staff except for Library staff, Vehicle Cleaners, Student Supervisors and Community Computing Centre staff.

An employee shall normally observe the following ordinary hours of work:

37 hours 30 minutes per week, 7hours 30 minutes per day, to be worked between 7 a.m. and 9 p.m. on 5 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 employee covered by this Agreement and employed by an Institute at the date of its registration shall be required to carry out Saturday work other than by agreement.
- (ii) Any work to be undertaken on a Saturday shall in the first instance with 2 weeks' notice be offered to any employee undertaking the same or similar work within the particular occupational class during their ordinary hours of work.
- (iii) Employees employed pursuant to the terms of this Agreement at the date of its registration shall not have their existing hours of work altered other than by agreement between employee and employer.
- (iv) The union shall be given the opportunity to consult with the employer with regard to Saturday work arrangements. Such consultation may include consideration of changes in work patterns or job functions which may arise from the introduction of Saturday work.

5.1.4 Subject to the provisions of overtime rates, an employee may be required temporarily to start and/or finish ordinary hours of work outside the hours specified in clause 5.

5.1.5 All ordinary hours worked outside those specified above shall be paid at the rate of T1 1/2 for the first 3 hours and T2 thereafter.

5.1.6 An employee shall be allowed 2 rest breaks of 10 minutes each day, in the morning, afternoon or evening at times specified by the employee's manager. The employer shall provide tea, coffee, milk and sugar for morning, midday and afternoon and evening tea breaks.

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

5.2 Library Occupational Class

The following conditions shall apply to the library occupational class:

5.2.1 For employees other than those rostered for shift duties, the ordinary hours of work shall be 37 hours 30 minutes a week to be worked between the hours of 8 a.m. and 6 p.m. Monday to Friday (unless otherwise provided by a flexible working hours scheme).

- 5.2.2 For employees rostered for shift duties, the ordinary hours of work shall be 7 hours 30 minutes a day and 37 hours 30 minutes a week to be worked on 5 days of the week.
- 5.2.3 Each employee shall be allowed rest breaks of 10 minutes each in the morning and afternoon at times specified by her/his manager.
- 5.2.4 Each employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 5.2.5 No employee shall be required to work for more than 5 hours continuously without being allowed a meal break of not less than half an hour.

6.0 OVERTIME AND PENAL TIME

6.1 All Staff Except Library Occupational Class

The following conditions apply to all occupational classes except for the Library

6.1.1 "Overtime" is the time worked as follows:

Monday-Friday: all hours worked after completing 7 hours 30 minutes at ordinary time rate for the day. Saturday, Sunday or whole holiday: all time worked.

6.1.2 Minimum break between spells of duty - "Ordinary work" means work during the hours which are normally paid at ordinary time rate for the day.

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

6.1.4 If unbroken work is performed it shall be paid at overtime rates, with regard to the time at which it occurs and the amount of overtime which precedes it.

6.1.5 Time spent off duty during ordinary hours solely to obtain a nine (9) hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.

6.1.6 Overtime rates: Subject to the provisions of "minimum breaks" and limits on overtime payments, overtime shall be paid at the rate of time one and a half (T1 1/2) for the first 3 hours and double time (T2) thereafter, except that double time (T2) shall be paid for all overtime worked as follows:

- (i) between 9 p.m. and 6 a.m.;
- (ii) between midday Saturday and 6 a.m. on Monday;
- (iii) on public holidays as defined in clause 7.2.

Overtime and penal rates (6.2.8) will not be paid to Community Computing Centre staff, Vehicle Cleaners and/or student supervisors whose normal hours of work are outside those listed in clause 5.1.1 of this agreement.

6.1.7 An employee required to work overtime on a Saturday, Sunday or whole holiday shall be paid a minimum payment equal to 3 hours at the appropriate rate.

6.1.8 Limits on payment of overtime: An employee in receipt of payments, including salary, acting higher duties allowance, special allowance and overtime rates which in any one year, exceeds the salary payable at Executive / Administrative grade EA 703 is not eligible to overtime payments.

6.1.9 Employees shall be compensated for authorised overtime by one of the following options which must be agreed by both employer and employee when the overtime is authorised:

- (a) time off in lieu of 1 hour off for each hour worked;
- (b) payment of all overtime hours at the appropriate overtime rates (as per Clause 6.1.6).

6.1.10 Time in Lieu

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

- (a) Only in exceptional circumstances may time-in-lieu be carried longer than a month.
- (b) Time-in-lieu may be accumulated to a maximum of 37.5 hours. If the time-in-lieu is not able to be taken within 6 months or the end of the financial year, it shall be paid for at time-and-a-half.

6.2 Library Occupational Class

The following conditions shall apply only to the Library Occupational Class:

6.2.1 Overtime and penal time:

Subject to the provisions of penal time (6.2.2), overtime is time worked in excess of 8 hours a day, Monday to Friday inclusive, and all time, other than penal time, worked on a Saturday, Sunday or Whole holiday when such work has been properly authorised.

6.2.2 Penal time is time (other than overtime), worked within ordinary weekly hours of work on a Saturday, Sunday or recognised Whole holiday.

6.2.3 Overtime rates:

Subject to the provisions of overtime limits (6.2.10) and minimum payment for overtime (6.2.4 to 6.2.7) overtime shall be paid at the rate of time one and a half (T1 1/2) for the first 3 hours and double time (T2) thereafter, except that double time (T2) shall be paid for all overtime worked as follows:

- (i) between 10 p.m. and 6 a.m.;
- (ii) between midday Saturday and 6 a.m. Monday
- (iii) on Public Holidays

- 6.2.4 An employee required to work overtime on Saturday, Sunday or “whole holiday” shall be paid a minimum payment equal to 3 hours at the appropriate rate.
- 6.2.5 By mutual agreement time off on the basis of 1 hour for each hour worked may be granted in lieu of payment at the overtime rate prescribed in clause 6.2.3.
- 6.2.6 Time off in lieu of overtime shall be taken at a time mutually convenient to the employee and employer.
- 6.2.7 When overtime is worked, it shall be so arranged that an employee has a break of at least nine consecutive hours between the cessation of duty on one day and the commencement of duty on the next. Any normal hours not worked for the purposes of allowing an employee a nine hour break shall be paid as if they had been worked. If an employee is directed to recommence work without having had such a nine hour break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine hour break has been given.
- 6.2.8 Penal rates: Subject to the provision of limits on overtime (6.2.10), penal time shall be paid at the following rates in addition to normal salary:
- (a) On or after midnight Friday/Saturday to midday Saturday at time half (T1.5), for the first 3 hours, then time one (T1), thereafter.
 - (b) Midday Saturday to midnight Sunday/Monday at time one (T1).
 - (c) Whole holidays: double time rate (T2).
- 6.2.9 Computation of overtime and penal rates: For the purposes of calculating the hourly rate, annual salary shall be divided by 1,950.
- 6.2.10 Limits on payment for overtime and penal time: The provisions of 6.1.8 in this clause shall apply except that overtime and penal rates shall not be paid in respect of the same hours. Overtime and penal time shall not be paid for at rates higher than appropriate to the work being performed.

7.0 LEAVE

7.1 Holidays

An employee shall be granted annual holidays as follows:

- (a) On completion of five (5) years of service and before the end of the leave year, the Employee shall be entitled to five (5) weeks of annual holiday in that and succeeding leave years (this is inclusive of the former Institute Day); and
- (b) In any other case, the employee shall be entitled to four weeks' and one day (4.2 weeks) annual holiday each leave year (which is inclusive of the former Institute Day).

Leave year means a year ending on the anniversary of their start date, except in the 2007 year of service when it will be on the anniversary date or 1 January whichever is soonest. From that date on it will be on their anniversary for all staff.

Holidays are regarded as essential to staff welfare and in the interests of both the Employee and the Employer, subject to the principle that holidays must be taken within one year of entitlement.

The option is provided for an additional 2 days holiday, if requested at the commencement or at the anniversary of the employees leave year to be purchased at 0.8% of the annual salary.

For the 2007 year the Institute Day, if it has been taken prior to the ratification of this Agreement will be counted as 1 day's holiday.

7.1.1 Timing of Holidays

- i. Each Employee shall negotiate leave plans in an appropriate time frame with his/her manager and advise Payroll in advance before taking holidays.
- ii. The Employee's wishes concerning the timing of holidays will be met as far as possible, subject to the Employer's need to meet the operational requirements of the Institute, and fairness in relation to other Employees.
- iii. The Employee may be required to take or to anticipate holidays during the Christmas periods when the operations or part of the operations of the Institute are suspended.
- iv. In the event that a holiday timetable is not submitted, or an agreement reached on timing of leave, the employer may with 14 days notice direct the employee to take holidays at a time convenient to the employer.

- v. The Employer and the Employee may agree to vary the holiday timetable as originally submitted.

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
Sovereigns Birthday
Labour Day
Anniversary Day (as observed in the locality concerned).
Matariki (from 2022 onwards - date to be determined by government)

7.2.2 NMIT Days

In addition to Public Holidays, the following days will be observed as paid leave:

- The three (3) days between Christmas and New Year; and
- Easter Tuesday.

Where an employee is required to work on any of these days, that employee shall receive the equivalent time off at a later date, as agreed with their manager

Easter Tuesday and the non-statutory days between Christmas and New Year are to be paid leave in addition to the Annual Holidays entitlement. It will be paid at ordinary pay.

7.2.3 In the event of a public holiday 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 whole holiday shall be observed on the succeeding Tuesday.

7.2.4 Time Off for Working on Public Holidays

Any employee who may be required to work on any whole holiday or substituted succeeding day, set out in Clauses 7.2.1 and 7.2.3, shall be paid overtime in accordance with the provision of Clause 6 and an equivalent public

holiday entitlement shall be taken in lieu on a later day convenient to the Institute.

7.2.5 Public Holidays falling during leave or time off

(a) Leave on pay:

Where a public holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday, which is not to be debited against such leave. This provision does not apply to a holiday falling during annual or retiring leave taken after the employee has ceased to work prior to leaving the service, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

(b) Leave without pay:

An employee shall not be entitled to payment for a public holiday during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed. This applies to both sick and military leave without pay.

7.3 Special leave

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

7.4 Sick Leave

7.4.1 Subject to the terms below, an employee who is absent from duty on account of sickness, or injury where compensation is not being paid in terms of the Accident Insurance Act 1998 shall be entitled to leave on full pay as prescribed in clause 7.4.10.

7.4.2 Subject to the provisions of less than a full day (clause 7.4.3), each period of absence on sick leave shall begin on the first working day of the employee's absence from duty and end on the last working day before that on which duty is resumed and the sick leave for the period shall be reckoned in consecutive days, excluding Saturdays and Sundays and whole holidays or substituted succeeding days, where applicable, which may fall during the period.

7.4.3 Where an employee is absent on sick leave for less than 1 full working day, the employee shall be deemed to have taken 1 half day's sick leave if absent for either the morning or the afternoon, or after working at least 2 hours and less than 6 hours; the employee shall be deemed to have taken 1 day's sick leave if absent for more than 6 hours during the day.

7.4.4 Subject to being absent without sufficient cause (clause 7.4.7), where for reasons of sickness an employee cannot attend work at the time appointed,

that employee must endeavour to contact their manager within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30am. Where absence on sick leave, whether with or without pay, extends beyond 5 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.

- 7.4.5 Where an employee 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 require the employee to submit to medical examination by a medical practitioner nominated by the employer.
- 7.4.6 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.
- 7.4.7 Where an employee is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Accident Insurance Act 1998 will apply. Any period for which the employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements.
- 7.4.8 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 7.1.
- 7.4.9 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 whanau or whangai of the employee's family who has a dependant relationship.

- 7.4.10 The period of sick leave to which an employee is entitled shall be the amount specified in the following table, less the total amount of sick leave already taken during that service:

Length of Service	Days of Sick leave on full Pay to which employee Entitled
3 Months	7 days
6 Months	7 additional days
9 Months	17 additional days
1 Year	11 days for each subsequent year to an accumulated maximum of 200 days.

Except that where a TIASA member had an accumulated sick leave in excess of 200 days at 15 November 2016 they will retain the excess days until used.

7.4.11 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in clause 7.4.10.

7.5 Bereavement/Tangihanga Leave for death in NZ or Overseas

7.5.1 The employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer.

7.5.2 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of clause 7.5.1. This provision will not apply if the employee is on leave without pay.

7.5.3 The above entitlements are inclusive of and not additional to the entitlements provided for in the Holidays Act 2003 and its subsequent amendments.

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

7.6 Parental Leave

Subject to the enhanced conditions in this employment agreement, the provisions and eligibility criteria of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 shall apply to all Employees.

7.6.1 Eligibility

- (a) An Employee (male or female) who has been employed for a minimum of ten hours each week for at least six months is entitled to take up to six months' combined maternity and extended leave without pay provided the requisite criteria are met.
- (b) In accordance with the above Acts, an Employee (male or female) who has been employed for a minimum of ten hours each week for

twelve months or more is entitled to take up to twelve months' combined maternity and extended leave and all other benefits outlined in that legislation provided the requisite criteria are met.

- (c) Notwithstanding the leave entitlements set out above, where an Employee and that Employee's partner are both employed by NMIT and entitled to parental leave the combined total of maternity, paternity and extended leave taken is not to exceed twelve months.

7.6.2 Notification and documentation

- (a) Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by an appropriate health professional certifying the date of delivery. When less than three months' notice is given, approval will not be unreasonably withheld.
- (b) In accordance with legislation, a male employee or spouse (husband or de facto partner, including same sex partner) applying for parental leave is additionally required to provide a written assurance from the mother (or primary care-giver) that their partner intends to jointly assume care of the child.
- (c) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from an appropriate health professional. A shorter period of notice will be accepted on the recommendation of a medical professional.
- (d) An Employee intending to either legally adopt a child, or a Maori Employee intending to adopt a child by whangaa placement, is entitled to parental leave provided that the requisite criteria are met. In the case of adoption, evidence of an official adoption or whangaa placement must be provided, but the requirement of one month's written notice does not apply.
- (e) Subject to meeting the qualifying criteria in the preceding clauses, parental leave may be granted for each birth, qualifying adoption or whangaa placement that occurs while an Employee is employed at NMIT.

7.6.3 Sick Leave during pregnancy

Periods of illness due to pregnancy, prior to parental leave commencing, may be charged against the employee's sick leave entitlement. Parental leave is not to be granted as sick leave, with or without pay.

7.6.4 Paid Parental Leave

- (a) An Employee entitled to take 12 months parental leave will receive an ex gratia payment equivalent to six weeks full base salary when the employee returns to work before or at the expiration of the leave. The ex-gratia payment is separate from any legislated entitlement.
- (b) An employee who has, on medical advice, (due to pregnancy), temporarily reduced proportionality, will be paid the six week ex gratia payment at the rate and proportion that existed immediately prior to the temporary reduction in hours.
- (c) An employee who is absent on parental leave for less than 6 weeks (30 working days) will receive that proportion of the payment provided in (a) above which her/his absence represents to 30 working days.
- (d) An employee who returns to work on a part-time basis qualifies for the payment provided in clause 7.6.4 (a) or (b), as appropriate provided that she/he was previously employed on a full time basis.
- (e) Where an Employee and that Employee's partner are both employed at NMIT and entitled to an ex gratia payment, only one partner may receive the payment, and the Employees concerned are to decide between them who is to receive the payment and inform the Employer.

7.6.5 Return to Work

- (a) An Employee must give the employer at least 21 days' written notice of intention to return to work before parental leave expires. Where an employee suffers a miscarriage or stillbirth, or the infant dies within a parental leave or an adoption becomes null and void, a request to return early to work shall be granted.
- (b) Should an Employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld and, in such cases, a minimum of three week's notice must be given.
- (c) An Employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental 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.
- (d) Where an Employee returning from parental leave wishes to negotiate reduced hours for a specific period of time, approval shall not be unreasonably withheld by the Employer.

7.6.6 Service based entitlements

Annual leave due will not be required to be taken before an employee commences parental leave but may be held over and taken in the leave year in which the Employee returns to work.

7.7 Long Service Leave

7.7.1 Subject to the provisions of clauses 7.7.2 to 7.7.5 below, an employee shall;

- (i) on completion of 5 years continuous service be granted 1 week long service leave with full pay,
- (ii) on completion of 10 years continuous service be granted 1 week long service leave with full pay,
- (iii) on completion of 15 years continuous service be granted 1 week long service leave with full pay.
- (iv) on completion of 20 years continuous service be granted 1 week long service leave with full pay.

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

7.7.3 Long service leave shall be forfeited if not taken within 5 years of the completion of 20 years' continuous service, or before the date the employee relinquishes office.

7.7.4 If a married employee or an employee in a de facto relationship 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.

7.7.5 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.

7.8 Retiring Leave

7.8.1 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.

- a) Permanent employees (including part time and full-time permanent employees) who have attained eligibility for NZ Superannuation and completed at least 10 years' service; or
- b) Permanent employees who have established eligibility for retirement on medical grounds. Such employees shall be entitled to retirement leave of 65 working days where the length of service does not exceed

25 years, and retirement leave in accordance with Schedule B otherwise.

- 7.8.2 For employees whose services are dispensed with through no fault of their own, before reaching eligibility for New Zealand Superannuation, the employer will consider granting retiring leave in accordance with this Table:

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

- 7.8.3 Instead of granting retirement leave as above, an employer may, on application from the employee, pay a lump sum equivalent in value to that leave.
- 7.8.4 An employee who has more than 20 years' continuous service, or is eligible to retire on the grounds of age or service, shall be entitled to anticipate retiring leave in terms of Schedule B.
- 7.8.5 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependants or the estate of the deceased employee.

7.9 Support for Employees Impacted by Violence or Abuse

- 7.9.1 The following conditions apply to employee's who have been the subject of violence or abuse of any description, or if an employee is supporting a family or whanau member who is experiencing violence or abuse.

These conditions are intended to provide the minimum entitlement or, improve on that of the Domestic Violence – Victims Protection Act (2018). All requests will be considered urgently and, where applicable a work safety plan will be developed. NMIT may request proof of violence occurring as part of the approval for any of the following conditions.

- 7.9.2 Employees of any length of service may request a flexible working arrangement for a period of up to two months if they have been subject to violence or abuse. Flexible working arrangements may also be requested for the purposes of supporting others impacted by violence or abuse.
- 7.9.3 Employees who have at least six months' current continuous service may request paid leave to address violence or abuse. These entitlements are outlined as follows:

- (a) 10 day's paid leave each year, to deal with the effects of violence or abuse inflicted on themselves or a child who ordinarily or periodically resides with them.
- (b) 5 days paid leave each year to support family or whanau member affected by violence or abuse.
- (c) Employees supporting someone else impacted by violence or abuse can apply for special leave which may be granted at the manager's discretion.

8.0 PROFESSIONAL DEVELOPMENT

Employees shall be entitled to 5 days Professional Development per year, subject to:

- 8.1 An employee submitting a written professional development plan to the employer.
- 8.2 The approval of the employer for the plan; such approval shall not be unreasonably withheld.
- 8.3 Reasonable notice being given of proposed activities and the timing of activities being set with due regard to the Institute's operational requirements.
- 8.4 The plan giving priority to aspects of skills and performance development indicated by the NMIT Performance Management Process.
- 8.5 This allocation shall be prorated for part time staff.
- 8.6 The following principles shall be followed with regard to Professional Development:

Principles

- (a) Professional Development is relevant to all employees
- (b) NMIT values and supports Professional Development to develop staff potential in their current career and to add value to the Institute.
- (c) It is embedded in all working practice, throughout an individual's career
- (d) Reflection, review, feedback and opportunities for learning should form an integral part of everyone's work experience
The training will be based on EFT's based courses where possible
- (e) The training should be based on required competencies

9.0 ALLOWANCES

9.1 Travelling Allowance

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

9.2 Meal Allowance

An employee who has been directed to work not less than 2 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 an allowance of \$16.04 or on production of receipt reimbursed the actual amount up to \$20. (The allowance will be \$16.24 from 2 May 2022.)

9.3 Motor Vehicle Allowance

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

9.4 First Aid Allowance

Employees who hold a current first aid certificate and who are designated first aid attendant by the employer shall be entitled to receive a weekly allowance of \$8.17. (The allowance will be \$8.27 from 2 May 2022.)

9.5 Special Allowance

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

9.6 Higher Duties Allowance

The following conditions shall apply to all Occupational Classes:

9.6.1 An employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position may 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.

9.6.2 To qualify for payment of a higher duties allowance an employee must perform the duties for 5 consecutive working days.

9.6.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.

9.7 Removal Expenses

Where an employee is transferred to meet the convenience of the employer they shall be paid removal and transfer expenses, including those of any dependent family. Removal expenses may be paid in circumstances other than those outlined above at the discretion of the employer.

10.0 PROTECTIVE CLOTHING

- ~~10.1 Where the employer considers it necessary, they will provide, make accessible to, and ensure the use by employees of suitable clothing and equipment to protect them from any harm that may be caused by or may arise out of a hazard at work. Examples of protective equipment includes, but is not limited to cap, respirator, acid resistant apron, gloves, overshoes, ear muffs and eye protection.~~
- ~~10.2 Any protective clothing or equipment provided which will remain the property of the employer.~~

11.0 LAUNDERING OF PROTECTIVE CLOTHING

~~Protective clothing which an employee is required to wear in the course of work may be laundered, where deemed by the employer to be appropriate, at the employer's expense.~~

12.0 SAFETY EQUIPMENT

~~The Employer will provide any relevant safety equipment required. (Health and Safety in Employment Act 1992 and its amendments)~~

13.0 VDU AGREEMENT

- 13.1 Full time staff who spend more than 20% of their time working at computer screens are eligible for the cost of an annual eye test to be paid by the Institute.
- 13.2 Full time staff who spend more than 50% of their time working at computer screens and who, due to this work, require corrective lenses are also eligible for part payment of the cost of the lenses, to a maximum of \$200. This total should not be in addition to what is in the NMIT policy but be a maximum cost for both eye examination and any corrective lenses required.
- 13.3 Part time and proportional staff may be eligible for pro-rata payment based on the same criteria at the discretion of, and on application from, their immediate manager.

Payment needs to be arranged in advance through People and Organisation Development via invoice.

14.0 REVIEWS & ORGANISATIONAL CHANGE

14.1 Consultation

The Chief Executive of TIASA and the Chairperson of the local branch of TIASA will be notified in writing by the Employer prior to the commencement of any review of the Institute's organisational structure or function, or reduction in demand which may result in significant changes to either the structure, staffing or work practices affecting employees that are party to this Agreement.

A minimum period of 10 working days will be provided in which consultation can take place. This period may be varied by agreement between the parties.

The Employer will identify the reason(s) for the review and this will be communicated in writing, ordinarily by the provision of the proposal document, to TIASA's Chief Executive.

The Employer will advise the locations, positions, and number of potentially directly affected staff and, will take all practicable steps to provide relevant information requested by TIASA.

14.2 Intent

The Employer recognises the serious consequences of the loss of employment for employees and seeks to minimise these consequences by means of this agreement. These provisions apply to employees who contractually have an ongoing expectation of employment.

14.3 Surplus Staffing

Where the Employer requires a reduction in the number of employees or employees can no longer be employed in their current position, on the same or similar terms and conditions which may include hours of work or grade, then the options in Clause 14.5 will apply.

14.4 Notification

Following the consultation, if specific positions are confirmed as surplus, the Employer will advise the staff affected not less than four weeks prior to the date by which the Employee's employment will end unless an option in clause 14.5 can be applied to the individual.

Within the same time frame the Chief Executive of TIASA, and the Chairperson of the local branch of the Association will be provided with the names of the affected staff that are TIASA members, their salary grade and step, and the date their employment will end.

14.5 Options

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

- i. attrition;
- ii. redeployment;
- iii. enhanced early retirement;
- iv. retraining;
- v. redundancy compensation.

Where the other options are inappropriate to discharge the surplus staff, redundancy compensation will be paid.

Employees who are offered a position with the Employer which is directly comparable to their existing positions, which does not require a change in residential location, and who decline appointment will not have access to redundancy compensation.

14.6 Conditions Applying to Options

14.6.1 Attrition

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

14.6.2 Redeployment

Employees may be deployed to a new job at the same or lower salary within Nelson Marlborough Institute of Technology. The following conditions will apply:

Where the new job is at a lower salary (for the same hours of work), an equalisation salary allowance will be paid.

An employee will not receive both an equalisation salary allowance and redundancy compensation.

The equalisation salary allowance can be paid in the following ways:

- a) 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
- b) 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).

14.6.3 Enhanced Early Retirement

The employee may be paid the money available under redundancy compensation to be used according to the conditions of the superannuation scheme of which the employee is a member to make up the actual super annuity payable.

14.6.4 Retraining

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

14.6.5 Redundancy Compensation

- i. Redundancy compensation will be paid in accordance with the following:
 - a) 16% of the previous 12 months' salary will be payable in lieu of any notice not worked, regardless of the length of service; and
 - b) 12% of the previous 12 months' salary, or part thereof for employees with less than 12 months continuous service; and
 - c) 4% of the previous 12 months' salary multiplied by the number of years of continuous service minus one, up to the maximum of 19 and
 - d) where service is less than 20 years, 0.333% of the previous 12 months salary multiplied by the number of completed months in addition to completed years of continuous service;
- ii Outstanding annual and long service leave will be cashed up separately.
- iii Where an employee finds alternative employment prior to the expiry of the notice period the employee may, with the agreement of the Employer, terminate their employment prior to the expiry of the notice period without forfeiting their entitlement to redundancy compensation under this agreement. The agreement of the Employer shall not be unreasonably withheld.
- iv Salary for the purposes of clause 14.6.5 is defined as taxable salary, exclusive of allowances.
- v Continuous Service for the purposes of clause 14.6.5 includes all periods of paid leave and is not broken by, but does not include periods of parental leave and other approved leave without pay.

14.6.6 Rights of Employees Declared Surplus

- a) Time Off To Attend Interview
Employees will have reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Employer being met.
- b) Statement of Service
The Employer shall supply to all surplus employees a letter of

reference within two weeks of request.

c) Employee Assistance Programme (EAP)

EAP can be available for affected employees (up to a maximum of 3 sessions within 6 months after their termination date) at the discretion of the Employer.

14.6.7 Transfer, Sale or Contracting out

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

Where the employees employment is being terminated by the Employer by reason of staff surplus, nothing in this agreement shall require the Employer to pay compensation for redundancy to the employee if the employee has received an offer of employment in the same capacity in which the employee was employed, on no less favourable terms and conditions of employment and treating the employees service as continuous, or in a capacity that the employee is willing to accept.

15.0 UNION

15.1 Union Meetings

~~15.1.1 The employer shall allow every employee covered by this Agreement who has nominated TIASA as their bargaining agent to attend on ordinary pay up to 4 meetings (each less than 2 hours' duration) with TIASA in each year. A maximum total of 4 hours in any one calendar year.~~

~~15.1.2 The union shall give the employer at least 14 days' notice of the date and time of any meeting to which clause 15.1.1 applies.~~

~~15.1.3 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.~~

~~15.1.4 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 2 hours in respect of any meeting.~~

~~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.~~

15.2 Union Fee Deduction

~~15.2.1 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.~~

~~15.2.2 The employer, when requested in writing by the union, shall, within 1 month of receipt of such request, supply to the union a list of all employees.~~

~~15.2.3 Such requests shall not be made to the employer at intervals of less than 6 months.~~

15.3 Right of Access

~~Subject to the requirements of the Employment Relations Act 2000, an authorised officer (who may be the Chief Executive or Employment Relations Advisor or a designated representative) of TIASA, is entitled to enter the employer's premises at all reasonable times for the purpose of recruiting employees for union membership, enforcing this agreement, accessing wages, holiday and time records, provided this does not interfere with the normal business of the Institute.~~

16.0 PASSING ON CLAUSE

~~The union agrees that the employer may pass on to any of its allied staff employed on Individual Employment Agreements any of the terms of employment under negotiation or that have been negotiated, for including in the proposed new collective agreement, but only if the following conditions are met:~~

~~A period of three months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are agreed to any employee covered by an IEA.~~

17.0 LIVING WAGE

~~From 1 September 2021 all employees will be paid at least the living wage. Minimum salaries will also be adjusted in accordance with future adjustments to the living wage.~~

18.0 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.~~

19.0 KIWISAVER EMPLOYER CONTRIBUTION

The employer will continue to pay the Employer KiwiSaver Contribution for those employees remaining in employment beyond the age of 65 years for as long as the employee continues to pay KiwiSaver contributions through the NMIT payroll.

20.0 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.~~

21.0 TERM OF AGREEMENT

~~This Agreement shall come into force on 2 May 2021 and shall continue in force until 31 December 2022.~~

This Agreement was signed by the parties as follows:

Wayne Jackson
Chief Executive
for and on behalf of the Employer

Dated:

Peter Joseph
for and on behalf of TIASA

Dated:

SCHEDULE A

SALARIES

1.0 EXECUTIVE/ADMINISTRATIVE OCCUPATIONAL CLASS

1.1 This class shall include the following positions:

1.2 Salaries payable to positions in this class:

See Page 40

- 1.3 In addition to any accelerated increments that may be provided, an employee appointed to Grade EA1 band shall be given a one step increment after the completion of each six months of employment until the top of the EA1 band is reached and then progress by annual increments. Subject to clause 4.3. **Section 1.3 will not apply after 1 September 2021**
- 1.3.1 Administration staff appointed in the Grade EA1 band will progress to Grade EA2 band by annual increments to the top of the band with merit provision to the Merit step. **Section 1.3.1 will not apply after 1 September 2021**
- 1.3.2 Administration staff appointed to the Grade EA3 band will progress to the top of that scale with merit provisions on reaching the top of that scale.
- 1.3.3 Administration staff appointed to all other bands will progress to the top of that scale by annual increments.

2.0 LIBRARY OCCUPATIONAL CLASS

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

Librarian
Deputy librarian
Assistant librarian
Library assistant.

2.2 Salaries payable to positions in this class are:

See page 41

2.3 Progression

Grade 1 to Grade 2:

2.3.1 Positions established Grade 1 merit Grade 2:
1 year on the maximum of Grade 1 and a satisfactory standard of performance will enable staff to progress to Grade 2.

2.3.2 Others:
After 2 years on the maximum of Grade 1 and subject to demonstration of merit staff may progress to Grade 2.

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

2.3.3 After 12 months on the maximum of the lower Grade and subject to satisfactory performance staff may progress to the higher grade.

2.4 Minimum commencing salaries:

2.4.1 Appointment to Grade 1 positions

Qualifications at Time of Appointment	Commencing Salary Step
No recognised academic qualification	Steps 1 and 2
School Certificate	Step 3
6th Form Certificate, University Entrance, Higher School Certificate	Step 4
NZLA Certificate (NZLAC) / NZ Library Studies Certificate (NZLSC)	Step 5
Certificate NZLS or ALA or BA/BSc	Step 6
BA/BSc Hons or Higher or Dip NZLS/Dip Lib	Step 7

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

2.4.2 Appointment to Grade 3 positions

Qualifications at Time of Appointment	Commencing Salary Step
NZLA Certificate/NZLSC	Step 1
Certificate NZLS or ALA or BA/BSc	Step 2
BA/BSc (3 rd Class Hons) or MA/MSc	Step 3
BA/BSc plus Dip NZLS/Certificate	Step 3
NZLS/Dip Lib plus allowance of \$363	
BA/MA/BSc/MSc (2 nd Class Hons)	Step 5
BA/BSc (3 rd Class Hons) plus Dip NZLS/Dip Lib or MA/MSc plus Dip NZLS/Dip Lib	Step 5
BA/MA/BSc/MSc (1 st Class Hons)	Step 7
BA/MA/BSc/MSc (2 nd Class Hons) plus Dip NZLS/Dip Lib	Step 7
BA/MA/MSc (1 st Class Hons) plus Dip NZLS/Dip Lib	Step 8

3.0 TECHNICIAN OCCUPATIONAL CLASS

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

Technicians / Courier / Ground staff

3.2 Salaries payable to positions in this class

See page 42

3.3 Progression:

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

3.4 Ground staff will only progress beyond TE 201 by merit.

SCHEDULE B

RETIREMENT LEAVE

1.0 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

2.0 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

EMPLOYMENT RELATIONSHIP PROBLEM RESOLUTION PROCESS

Employment Relationship Problems

Employment relationship problems are any problems arising from the employment relationship and include such things as personal grievances, disputes, claims of unpaid wages, allowances or holiday pay.

Tell us first!

If you think you have a problem in your employment, then you must let your manager know immediately, so we can try to resolve it with you then and there. If you do not feel you can approach your manager, you can go to another manager you feel comfortable with.

In some cases, there is a time limit on when you have to do this — see “Personal Grievances”.

Mediation Services

If you do not feel happy with our response, you can contact Mediation Services for free assistance. Their number is in the Phone Book under “Labour, Department of — Industrial Relations Service”. The mediator will try to help us resolve the problem, but will not make a decision as to who is right or wrong unless we both want this.

Employment Relations Authority

If the problem is still not resolved to your satisfaction, then you can apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you might want to have someone representing you. An Authority member will investigate the problem, and will make a decision. This decision can be appealed by either of us to the Employment Court and then to the Court of Appeal.

Representation

At any stage, you are entitled to have a representative from TIASA, or any other person of your choosing working on your behalf, and we will work with you and that person to try to resolve the problem. We can also choose to have a representative working on our behalf.

Personal Grievances

If you feel that you have grounds for raising a personal grievance with NMIT (that is, for unjustified dismissal, unjustified disadvantage, discrimination, duress, sexual or racial harassment) then you must do so within 90 days of the action occurring, or the grievance coming to your notice. Otherwise, your claim may be out of time.

If you raise your grievance out of time, we can choose to accept the later grievance or to reject it. If we choose to reject it, you can ask the Employment Relations Authority to grant you leave to raise the grievance out of time.

You must raise any grievance with your manager so that we know what the grievance is about. We ask that you put your grievance in writing. We can then respond to your claim.

SCHEDULE D

MEMORANDUM OF UNDERSTANDING

~~“Memorandum of Understanding~~

~~Tuesday, 8 February 2005~~

~~Both parties agree in principle to the following Branch time allocation~~

~~NMIT will continue to recognise the role that TIASA branch executives play in the union at a local and national level. In the past NMIT has supported local involvement at a national level and will continue to do so provided there are local branch representatives actively involved at TIASA national level appointments.~~

~~NMIT has also recognised that time is required to run the local TIASA branch and has supported this with available time following requests from the Chair. Where practicable it is envisaged that a proportion of 0.1 would cover the activities required. It is recognised by both parties that it is difficult to allocate a specific time allowance to the role and it will require both parties to work together to make it work effectively~~

~~Both parties agree to review this memorandum as the roles of Branch committee and national members change and if TIASA membership declines significantly.~~

~~Signed on behalf of NMIT.”~~

Agreed at Negotiation 2016

Any employee who is a TIASA member as at the date of ratification, and already has more than 200 days of accumulated sick leave, will have their current accumulated entitlement grandparented.



Te Pūkenga – Nelson Marlborough Institute of Technology (NMIT) and Tertiary Institutes Allied Staff Association Inc (TIASA) Te Hononga

2024 and 2025 SALARIES AND RATES

Paid and printed rates for NMIT are published below.

2024: Effective from 1 January 2024, a 4% increase to all paid and printed rates increase will apply

2025: Effective from 1 January 2025, a 4% increase to all paid and printed rates increase will apply

EXECUTIVE/ADMINISTRATIVE OCCUPATIONAL CLASS

Grade	1 January 2023		1 January 2024		1 January 2025	
	Salary	Hourly Rate	Salary	Hourly Rate	Salary	Hourly Rate
	5% up to \$75k 4% over \$75k					
EA101						
EA102						
EA103						
EA104						
EA105						
EA106						
EA201	\$42,432	\$21.70	\$44,129	\$22.57	\$45,894	\$23.48
EA202	\$43,739	\$22.37	\$45,489	\$23.27	\$47,309	\$24.20
EA203	\$45,092	\$23.06	\$46,896	\$23.99	\$48,772	\$24.95
Merit	\$47,811	\$24.46	\$49,723	\$25.43	\$51,712	\$26.45
EA301	\$47,811	\$24.46	\$49,723	\$25.43	\$51,712	\$26.45
EA302	\$49,244	\$25.19	\$51,214	\$26.20	\$53,263	\$27.24
EA303	\$50,727	\$25.95	\$52,756	\$26.99	\$54,866	\$28.06
Merit	\$53,832	\$27.54	\$55,985	\$28.64	\$58,224	\$29.78
EA401	\$53,832	\$27.54	\$55,985	\$28.64	\$58,224	\$29.78
EA402	\$55,464	\$28.37	\$57,683	\$29.51	\$59,990	\$30.69
EA403	\$57,144	\$29.23	\$59,430	\$30.40	\$61,807	\$31.61
EA501	\$60,673	\$31.03	\$63,100	\$32.28	\$65,624	\$33.57
EA502	\$62,521	\$31.98	\$65,022	\$33.26	\$67,623	\$34.59
EA503	\$64,429	\$32.96	\$67,006	\$34.27	\$69,686	\$35.65
EA601	\$68,436	\$35.01	\$71,173	\$36.41	\$74,020	\$37.86
EA602	\$70,539	\$36.08	\$73,361	\$37.52	\$76,295	\$39.03
EA603	\$72,707	\$37.19	\$75,615	\$38.68	\$78,640	\$40.23
EA701	\$76,256	\$39.01	\$79,306	\$40.57	\$82,478	\$42.19
EA702	\$78,463	\$40.13	\$81,602	\$41.74	\$84,866	\$43.41
EA703	\$82,382	\$42.14	\$85,677	\$43.82	\$89,104	\$45.58
EA801	\$84,125	\$43.03	\$87,490	\$44.75	\$90,990	\$46.54
EA802	\$86,095	\$44.04	\$89,539	\$45.80	\$93,121	\$47.63
EA901	\$89,133	\$45.59	\$92,698	\$47.42	\$96,406	\$49.31
EA902	\$92,283	\$47.20	\$95,974	\$49.09	\$99,813	\$51.06
EA1001	\$95,551	\$48.88	\$99,373	\$50.83	\$103,348	\$52.86
EA1002	\$98,932	\$50.60	\$102,889	\$52.63	\$107,005	\$54.73
EA1101	\$102,436	\$52.40	\$106,533	\$54.49	\$110,794	\$56.67
EA1102	\$106,070	\$54.26	\$110,313	\$56.43	\$114,726	\$58.68
EA1201	\$109,832	\$56.18	\$114,225	\$58.43	\$118,794	\$60.76
EA1202	\$113,733	\$58.18	\$118,282	\$60.50	\$123,013	\$62.92
EA1301	\$117,777	\$60.24	\$122,488	\$62.65	\$127,388	\$65.16
EA1302	\$121,966	\$62.39	\$126,845	\$64.88	\$131,919	\$67.48

*Strikethrough indicates a rate less than the Living Wage. The Living Wage paragraph requires payment of at least the Living Wage; it does not require payment of the next higher step.

LIBRARY OCCUPATIONAL CLASS

Grade	1 January 2023		1 January 2024		1 January 2025		
	Salary	Hourly Rate	Salary	Hourly Rate	Salary	Hourly Rate	
	5% up to \$75k 4% over \$75k						
LB101							*
LB102							*
LB103							*
LB104							*
LB105							*
LB106							*
LB107							*
Merit							*
LB201							*
LB202							*
LB301	\$38,702	\$19.80	\$40,250	\$20.59	\$41,860	\$21.41	*
LB302	\$40,617	\$20.78	\$42,242	\$21.61	\$43,932	\$22.47	*
LB303	\$41,915	\$21.44	\$43,592	\$22.30	\$45,336	\$23.19	*
LB304	\$43,378	\$22.19	\$45,113	\$23.08	\$46,918	\$24.00	*
LB305	\$45,089	\$23.06	\$46,893	\$23.99	\$48,769	\$24.95	*
LB306	\$46,801	\$23.94	\$48,673	\$24.90	\$50,620	\$25.89	*
LB307	\$48,670	\$24.90	\$50,617	\$25.89	\$52,642	\$26.93	*
LB308	\$50,984	\$26.08	\$53,023	\$27.12	\$55,144	\$28.21	
Merit	\$52,541	\$26.88	\$54,643	\$27.95	\$56,829	\$29.07	
LB401	\$50,984	\$26.08	\$53,023	\$27.12	\$55,144	\$28.21	
LB402	\$52,541	\$26.88	\$54,643	\$27.95	\$56,829	\$29.07	
LB403	\$54,280	\$27.76	\$56,451	\$28.88	\$58,709	\$30.03	
LB404	\$56,771	\$29.04	\$59,042	\$30.20	\$61,404	\$31.41	
Merit	\$59,693	\$30.53	\$62,081	\$31.75	\$64,564	\$33.03	
LB501	\$59,693	\$30.53	\$62,081	\$31.75	\$64,564	\$33.03	
LB502	\$62,028	\$31.73	\$64,509	\$33.00	\$67,089	\$34.32	
LB601	\$62,028	\$31.73	\$64,509	\$33.00	\$67,089	\$34.32	
LB602	\$64,625	\$33.06	\$67,210	\$34.38	\$69,898	\$35.75	
LB603	\$67,293	\$34.42	\$69,985	\$35.80	\$72,784	\$37.23	
LB701	\$70,101	\$35.86	\$72,905	\$37.29	\$75,821	\$38.78	
LB702	\$72,689	\$37.18	\$75,597	\$38.67	\$78,621	\$40.22	
LB801	\$74,285	\$38.00	\$77,256	\$39.52	\$80,346	\$41.10	
LB802	\$77,321	\$39.55	\$80,414	\$41.13	\$83,631	\$42.78	
Merit	\$79,222	\$40.52	\$82,391	\$42.14	\$85,687	\$43.83	
LB901	\$79,222	\$40.52	\$82,391	\$42.14	\$85,687	\$43.83	
LB902	\$83,307	\$42.61	\$86,639	\$44.32	\$90,105	\$46.09	
Merit	\$86,812	\$44.41	\$90,284	\$46.18	\$93,895	\$48.03	
LB1001	\$86,812	\$44.41	\$90,284	\$46.18	\$93,895	\$48.03	
LB1002	\$91,812	\$46.96	\$95,484	\$48.84	\$99,303	\$50.79	

*Strikethrough indicates a rate less than the Living Wage. The Living Wage paragraph requires payment of at least the Living Wage; it does not require payment of the next higher step.

The Library Occupational Class shall include all positions with the following or similar designations:

- Librarian
- Deputy Librarian
- Assistant Librarian
- Library Assistant

TECHNICIANS OCCUPATIONAL CLASS

Grade	1 January 2023		1 January 2024		1 January 2025	
	Salary	Hourly Rate	Salary	Hourly Rate	Salary	Hourly Rate
	5% up to \$75k 4% over \$75k					
TE101						
TE102						
TE103						
TE104						
TE105						
TE106						
TE107						
TE108						
Merit						
TE201	\$43,299	\$22.15	\$45,031	\$23.03	\$46,832	\$23.95
TE202	\$44,974	\$23.00	\$46,773	\$23.92	\$48,644	\$24.88
TE203	\$46,624	\$23.85	\$48,489	\$24.80	\$50,429	\$25.79
TE204	\$48,991	\$25.06	\$50,951	\$26.06	\$52,989	\$27.10
TE205	\$50,828	\$26.00	\$52,861	\$27.04	\$54,975	\$28.12
TE301	\$52,662	\$26.94	\$54,768	\$28.01	\$56,959	\$29.14
TE302	\$54,501	\$27.88	\$56,681	\$28.99	\$58,948	\$30.15
TE303	\$58,174	\$29.76	\$60,501	\$30.95	\$62,921	\$32.18
TE401	\$61,854	\$31.64	\$64,328	\$32.90	\$66,901	\$34.22
TE402	\$65,686	\$33.60	\$68,313	\$34.94	\$71,046	\$36.34
TE501	\$69,674	\$35.64	\$72,461	\$37.06	\$75,359	\$38.55
TE601	\$72,661	\$37.17	\$75,567	\$38.65	\$78,590	\$40.20

*Strikethrough indicates a rate less than the Living Wage. The Living Wage paragraph requires payment of at least the Living Wage; it does not require payment of the next higher step.

The Technician Occupational Class shall include all positions with the following or similar designations:

- Technician
- Courier
- Grounds Staff