



ALLIED STAFF

**COLLECTIVE EMPLOYMENT
AGREEMENT**

**Effective 1 February 2021
Expires 31 December 2022**

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SCHEDULE A – Salaries

SCHEDULE B - Retirement Leave

SCHEDULE C - Standard Allowances

SCHEDULE D - Resolution of Employment Relationship Problems

SCHEDULE E - Penal Payments - Library

SCHEDULE F - Grandparented Sick Leave and Long Service Leave

SCHEDULE G - Grandparented Long Service Leave

SCHEDULE H - Grandparented Severance Calculation, Sick Leave Entitlement and Annual
Leave Entitlement

1.0 AGREEMENT COVERAGE

1.1 Parties

The parties to this agreement are:

- a) ~~The Chief Executive of the Eastern Institute of Technology Limited, herein referred to as the "Employer" in respect of employees of EIT and~~
- b) ~~The Tertiary Institutes Allied Staff Association (TIASA Te Hononga) Inc, herein referred to as "TIASA", which is the union authorised to act on behalf of the employees who are bound by this agreement and have so authorised TIASA to act on their behalf.~~

1.2 Coverage of the Agreement

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

- ~~a) the parties to this agreement; and~~
- ~~b) all employees of EIT who are members of TIASA except:~~
 - ~~The Chief Executive; and~~
 - ~~Employees appointed to positions designated as senior positions in terms of section 74D of the State Sector Act 1988; and~~
 - ~~Management employees above Supervisory Management or equivalent; and~~
 - ~~Employees covered by the Early Childhood Education Collective Employment Agreement of Aotearoa New Zealand; and~~
 - ~~Employees covered by the Academic Staff Collective Employment Agreement.~~

~~1.3 Variation of the Agreement:~~

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

~~1.3.2 The parties have agreed that this Agreement may be varied during its term by agreement in writing between the employer and TIASA.~~

2.0 DEFINITIONS

~~"Employer" means the chief executive of EIT Limited, or any manager acting with delegated authority.~~

~~"Institute of Technology" means polytechnics, institutes of technology, technical institutes and community colleges, and any corporation, trust or enterprise established by the Employer or the Governing Body of the Employer party to this Agreement.~~

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

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

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

"Fixed Term" means an employee employed to undertake duties that:

- i) relieve for a tenured employee on approved leave; or
- ii) are for a finite period; or
- iii) are related to a special project; or
- iv) will end on the occurrence of a specified event

Such an employee does not have access to the provisions contained in the redundancy clause of this agreement.

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

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

Service for Leave Purposes

For the purposes of clauses 7, 11 and 17, the following definitions apply:

"Service"

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

In the case of employees engaged from 16 August 1992, service shall mean continuous service within the polytechnic sector.

"Continuous service"

Continuous service includes all periods of paid leave, maternity/paternity leave or parental leave and is not broken by, but does not include any approved leave without pay, or breaks of not more than three months between employment within the polytechnic sector.

The term *"week"* means:

- (a) five working days in the case of an employee who usually works five days in each week;
- (b) five and a half working days in the case of an employee who usually works five and a half days a week;
- (c) six working days in the case of any employee who usually works six days in each week.

"Leave year" means the first anniversary date of appointment.

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 definitions in this clause.

3.0 TERMS OF EMPLOYMENT

3.1 Probationary Period

- 3.1.1 ~~Employees appointed for the first time to a permanent or fixed term position may be required to serve a probationary period of six months.~~
- 3.1.2 ~~The employer may, in individual cases for good reason, extend the probationary period for a specified period of no more than three months, by notice in writing to the employee.~~
- 3.1.3 ~~The employer will give the employee a written report on his/her performance prior to the completion of the probation period.~~
- 3.1.4 ~~If no such formal action is taken within two weeks of the trial period (including any extension) expiring, appointment to EIT is automatically confirmed.~~
- 3.1.5 ~~At the end of the probationary period the employer will terminate or confirm the appointment in writing.~~

3.2 Notice of Resignation/Termination of Employment

- 3.2.1 No employee shall terminate their employment or have their employment terminated by the employer without at least one month's notice in writing, unless some lesser period has been mutually agreed. In the case of redundancy the employer will give two months' notice of termination in accordance with clause 37.3.
- 3.2.2 The employer may, before the expiration of any notice given under subclause 3.2.1 of this clause, and with the employee's consent, pay to the employee concerned the salary he/she should have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.
- 3.2.3 Nothing in 3.2.1 and 3.2.2 above shall preclude the employer from summarily dismissing an employee for serious misconduct. In every case an employee will be provided with written notice of the reason(s) for dismissal.

4.0 SALARIES

4.1 Salary Scales:

- 4.1.1 Minimum rates of annual salaries to be paid to employees are listed in Schedule A of this agreement.
- 4.1.2 All salaries shall be paid on a fortnightly pay cycle, not later than three working days after the end of the pay period, provided that wages shall be paid not later than Wednesday of the pay period.
- 4.1.3 All salaries shall be paid by direct credit to the employee's nominated bank account.

4.2 Minimum Adult Rate:

The minimum salary for an employee will be as per the relevant legislation.

4.3 Salary Increments:

4.3.1 Placement within Ranges:

The employee will be appointed at any salary level within the appropriate scale and grade taking into account the following factors:

- Internal and external relativities; and
- The relevant skills, qualifications and experience of the employee; and
- The ease or difficulty in recruiting and/or retaining the specific skills.

4.3.2 Movement between Grades:

Movement between grades is:

- On merit for specific positions as specified determined by the employer (or as specified in Schedule A); or
- Appointment to an established position; or
- Regrading based on change to job content.

4.3.3 Salary Increments:

Unless specified otherwise in addition, to Schedule A an employee paid on a step in a grade will move to the next step in that grade every 12 months, subject to satisfactory performance, until they reach the top step within that grade.

The employer may withhold a salary increment if, in the opinion of the employer, the employees performance is unsatisfactory. When an increment is withheld, the employee will be advised in writing of the reason(s).

The employer may award accelerated increments in circumstances where they consider the employee to have clearly and measurably exceeded expectations for the preceding 12 months.

4.3.4 Merit Increases:

An employee on or above the highest incremental step of a grade may be granted a merit salary increase.

The performance outcomes expected for a merit recommendation should be specified by the manager at the beginning of the period under review.

A recommendation for a merit increase is made by the manager (to the Senior Manager) taking account of performance against outcomes. The minimum increase is \$750. Senior Managers have discretion to approve up to \$1,200 or 2 percent of base salary (whichever is higher).

4.3.5 Lumpsum Payments:

Lump sum payments recognise:

- A significant contribution to a one off event or occurrence such as a project; and/or
- Performance which has exceeded expectations, where the staff member is paid at or above the maximum of the merit range for a grade.

The Senior Manager has the discretion to approve a lump sum payment of \$750 and up to \$1,200 or 2 percent of base salary (whichever is higher).

4.4 TIASA Recognition:

~~In recognition of the contribution of TIASA and its members to bargaining and the success of the Institute:~~

- ~~☐ TIASA members covered by this agreement as at 03 March 2021 will receive a one-off lump sum payment of 0.5% of their base salary.~~
- ~~☐ TIASA members covered by this agreement as at 1 February 2022 will receive a one-off lump sum payment of 0.5% of their base salary.~~

5.0 HOURS OF WORK

5.1 Ordinary Hours

5.1.1 The ordinary hours of work shall be 37.5 hours per week, 7.5 hours per day, to be worked between 7am and 9pm on five consecutive days, Monday to Saturday.

5.1.2 The ordinary hours of work may be varied by agreement between the employer, and the employee concerned, provided that they do not exceed 37.5 hours per week. This shall be committed to writing and a copy of that agreement is forwarded to TIASA national office and the branch chair.

5.1.3 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.

5.2 Changes in Hours of Work:

5.2.1 No employee covered by this agreement shall have their existing hours of work altered other than by agreement between the employee and employer.

5.2.2 No employee covered by this agreement and employed by the Institute as at 19 December 1998 shall be required to carry out Saturday work other than by agreement.

5.2.3 Any work to be undertaken on a Saturday shall in the first instance be offered to any employee currently undertaking the same or similar work within the particular occupational class during their ordinary hours of work.

5.3 Breaks:

5.3.1 Each employee shall be allowed rest breaks of 10 minutes each in the morning and afternoon at times specified by the employee's Manager.

5.3.2 Each employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.

5.3.3 No employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

6.0 OVERTIME

6.1 Overtime

- 6.1.1 "Overtime" means all authorised hours worked outside, or in excess of, the ordinary hours in clause 5.1.1.
- 6.1.2 Overtime shall be paid at the rate of time and a half (1.5) for the first three hours and double time (T2) thereafter, except that double time (T2) shall be paid for all time worked between 10pm and 6am and time worked between midday Saturday and 6am on Monday. Overtime worked on public holidays as defined in clause 8 will be paid at double the relevant daily pay for time worked.
- 6.1.3 An employee required to work overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment equal to three hours at the appropriate rate.
- 6.1.4 For the purpose of calculating the hourly rate, annual salary shall be divided by 1957.5.
- 6.1.5 Library staff employed as at 19 December 1998 who are required by the Institute to work outside the hours of 8am to 6pm, Monday to Friday, will be entitled to penal rates in accordance with Schedule E.

6.2 Limits on Payment of Overtime

- 6.2.1 An employee in receipt of salary per annum more than the top of Grade 4 or equivalent salary as per the Salary Scale in Schedule A (including higher duties allowance) is not entitled to overtime payments.

6.3 Unbroken Work

- 6.3.1 "Nine hour break" means a period off duty of nine consecutive hours.
- 6.3.2 "Unbroken work" means ordinary work which is separated from the preceding period of ordinary work by less than a nine hour break.
- 6.3.3 Wherever practicable, no employee shall be required to perform unbroken work.
- 6.3.4 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.
- 6.3.5 Time spent off duty during ordinary hours solely to obtain a nine 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.

6.4 Call Back

- 6.4.1 Subject to the provisions of 6.4.2 and 6.4.3 below, an employee shall be paid for a minimum of three hours at the appropriate rate, where the employee is called back to work:
- a) after completing the day's work and leaving the place of employment; or
 - b) before the normal time of starting work and does not continue working until such normal starting time.

6.4.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.

6.4.3 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

6.5 Time in Lieu

6.5.1 By mutual agreement, time off in lieu on the basis of one hour for each hour worked may be granted in lieu of payment at the overtime rate prescribed in this clause, except for work on public holidays.

6.5.2 Time off in lieu of overtime shall be taken at a time mutually convenient to the employee and the employer.

6.5.3 Time in lieu unable to be used within three months of accrual shall be cashed up at time and a half (T1.5) at the request of the employee.

7.0 ANNUAL LEAVE

7.1 Subject to the provisions of 7.2 and 7.3 below, an employee shall be granted four weeks annual leave each year and five weeks annual leave each year on completion of five years continuous service and for each subsequent year.

7.2 Employees who have been absent on special leave with or without pay in excess of 35 days in one or more periods in any leave year are to have their annual leave reduced, as determined by the employer.

7.3 The timing of annual leave is to be agreed between the employer and the employee. It is in the interests of both parties to have a leave plan for the year and to take leave in the year it falls due.

7.4 Payment for annual leave will be in the pay period that relates to the period during which the holiday is taken.

7.5 Holiday pay will be calculated in accordance with the Holidays Act 2003.

8.0 PUBLIC HOLIDAYS

8.1 The following days shall be observed as public holidays:

- Christmas Day
- Boxing Day
- New Years Day
- The Day after New Years Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Sovereign's Birthday
- Labour Day
- Anniversary Day (as observed in the locality concerned)
- Matariki (from 2022).

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- 8.2** 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 public holiday shall be observed on the succeeding Tuesday.

9.0 TIME OFF FOR WORKING PUBLIC HOLIDAYS

An employee may be required to work on any of the public holidays as set out in clause 8. If an employee is required to work on a public holiday or substituted succeeding day, an alternative holiday shall be taken. The alternative day shall be taken on a day agreed between the employee and the employer, wherever practicable within three months of the entitlement arising. If the agreement cannot be reached the provisions of the Holidays Act 2003 shall apply.

10.0 INSTITUTE HOLIDAYS

Employees are entitled to paid leave for the period between Christmas and New Year and for Easter Tuesday. Where the employee is required to work on any of these days that employee would receive the equivalent time off at a later date, as agreed with the manager.

11.0 SICK LEAVE

- 11.1** Subject to 11.2 to 11.9 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 Rehabilitation and Compensation Insurance Act 1992 shall be entitled to leave on full pay as prescribed in 11.6 below.
- 11.2** Subject to the provisions of 11.3 below, each period of absence on sick leave shall begin on the first working day of the employee's absence from duty and shall end on the last working day before that on which duty is resumed and the sick leave for the period shall be reckoned in consecutive days, excluding Saturdays and Sundays, public holidays or substituted succeeding days, where applicable, which may fall during the period.
- 11.3** Where an employee is absent on sick leave for less than one full working day, the employee shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours; the employee shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.
- 11.4** Subject to the provisions of 11.5 below, where for reasons of sickness an employee cannot attend at the place of employment at the time appointed, that employee must endeavour to send notice of absence to the manager within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30am. Where absence on sick leave, whether with or without pay, extends beyond five consecutive days, the employee must produce to the employer a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 11.5** Where an employee absent on sick leave is suspected of being absent from duty without sufficient cause, the employer may at any time and at the employer's own expense, if warranted, require the employee to submit to medical examination by a medical practitioner nominated by the employer.

11.6 Where an employee is incapacitated by sickness or accident arising out of and in the course of employment, the provisions of the Accident Rehabilitation and Compensation Insurance Act 1992 will apply. Any period for which the employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed in 11.8 below.

11.7 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.

11.8 EIT recognises that from time to time the employee may need to be absent from work because:

- He/she is sick or injured; or
- He/she needs to care for his/her spouse partner or a dependent child or parent when they are sick or injured; or
- He/she needs to care for a person who is dependant on the employee for care is sick or injured.

The employee will be entitled to ten days' sick leave (sick leave as defined in the Holidays Act 2003), on appointment, for use in such situations, provided that proportional employees will be paid in accordance with their proportion. The employees entitlement will be increased by 10 days every 12 months thereafter. Sick leave may be anticipated up to a maximum of 10 days provided that if the employee's employment is terminated prior to accruing such anticipated leave, the employee shall be required to reimburse the employer for the outstanding amount.

Any unused sick leave will accumulate to a maximum of 260 days, for use during the employee's employment with EIT.

All Allied TIASA members listed in Schedule F will have sick leave entitlement specified in that Schedule.

11.9 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in 11.8 above. If sick leave in advance is granted, any resulting amount owing on termination of employment may be deducted from the final pay.

12.0 WELLNESS DAY

Employees can take one day of sick leave every 12 months as a wellness day. The use of this day is at the employee's discretion though the timing must suit the operational needs of the employer and the employee must give reasonable notice. This one day is debited against the employee's sick leave entitlement and is non-accumulative.

This leave will be applied for through the normal leave approval system noting in the application that it is a 'wellness day'.

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

13.1 The employer will approve 3 days bereavement leave on pay on the death of the employee's spouse, partner, parent, child, brother or sister, grandparent, grandchild or spouse's or partner's parent.

The employer will approve 1 day bereavement leave on pay for an employee to discharge any obligation and/or 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), or because the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death.

Additional time off shall be at the discretion of the employer.

- 13.2** 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 13.1 above. This provision will not apply if the employee is on leave without pay.

14.0 PARENTAL LEAVE

- 14.1** Subject to the enhanced conditions in this employment agreement, the provisions and eligibility criteria of the Parental Leave and Employment Protection Act 1987 and any associated amendments shall apply to all employees.

- 14.2** An application for parental leave in respect of a child to be born to the employee must be made at least three months before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner or a midwife.

- 14.3** For clarity, the employee is eligible for both the benefits under this Agreement and the benefits of the Parental Leave and Employment Protection Act. Where an employee is entitled to parental leave, the first six weeks of parental leave shall be paid as an ex-gratia payment at the employee's substantive salary. Such paid leave is available to employees at the time they elect to take parental leave.

An employee who has, because of pregnancy, temporarily reduced proportionality will be paid the six weeks leave at the rate and proportion that existed immediately prior to the reduction in hours.

Where an employee elects to resign because of parenthood, a lump sum in lieu of the six weeks paid parental leave will be paid on termination.

If, for any portion of the paid parental leave period, the rate of salary payable is later the subject of a retrospective increase, a sum representing the applicable weekly increase shall be paid to the employee.

If both partners are employed at EIT and are eligible for paid leave, they are entitled to six weeks paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.

- 14.4** An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment provided in 14.3 above which his/her absence represents to 30 working days.

- 14.5** An employee returning from 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 locations within reasonable commuting distance.

15.0 SPECIAL LEAVE

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

16.0 DOMESTIC VIOLENCE LEAVE

The provisions of the Domestic Violence Victims Protection Act 2018 or any amendment passed in substitution of this Act will apply to all employees. Employees can discuss the application of the Act in confidence with their manager, Human Resources or TIASA.

17.0 LONG SERVICE LEAVE

17.1 Subject to the provisions of 17.2 to 17.7 below, an employee shall on completion of 10 years and 15 years continuous service be granted an additional two weeks long service leave with full pay.

17.2 Long service leave may be taken in two blocks of not less than a week each subject to agreement from the employer.

17.3 Subject to the provisions of Clause 17.4 below, long service leave shall be forfeited if not taken within five years of it becoming due.

17.4 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.

17.5 An employee who is working reduced hours or is employed part-time and who takes long service leave, shall receive a pro rata reduction of salary while on leave, but not of the number of leave days.

17.6 If an employee dies after qualifying for long service leave, but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's spouse or the estate may be paid a compassionate grant equivalent in value to the salary which would otherwise have been paid to the employee in respect of long service leave.

17.7 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.

18.0 RETIREMENT

18.1 Retirement shall be deemed to be where an employee terminates their employment with the intention of withdrawing from the permanent work force.

18.2 Employees engaged as at 19 December 1998 will be eligible for retiring leave subject to meeting the provisions of Schedule B.

19.0 PROFESSIONAL DEVELOPMENT

19.1 For the purposes of Professional Development, each employee shall be granted up to five working days per year, subject to:

- a) each employee submitting a written professional development plan to the employer annually;
- b) the approval of the employer for the plan; but approval shall not be unreasonably withheld;
- c) reasonable notice being given of proposed activities and the timing of activities being negotiated with due regard to EIT's operational requirements;
- d) the plan giving priority to aspects of skills and performance development indicated by appraisal processes or other institutional priorities. The employee may request that study or other training related to personal development or future career development be included in the leave plan.

20.0 JURY SERVICE

An employee called upon for Jury Service will be entitled to special leave with pay for the duration of the time required to undertake this obligation. The employee will refund to EIT any fees received from the Department of Courts.

21.0 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

21.1 Leave on pay:

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

21.2 Leave without pay:

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

21.3 Leave on reduced pay:

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

22.0 TRAVELLING ALLOWANCE

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

23.0 MEAL ALLOWANCE

An employee who has been directed to work not less than two hours overtime after a break of at least half an hour, and who has had to buy a meal which would not otherwise have been bought, shall be paid the meal allowance rate. The allowance shall be paid at the rate set out in Schedule C1.

24.0 TOOL ALLOWANCE

An employee of the Technician's Occupational Class who has enough privately owned tools to carry out all aspects of his/her work efficiently and uses them for more than half of his/her working time, shall be reimbursed, annually, 10% of the replacement cost of such tools with a maximum set out in Schedule C2.

25.0 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 paid will be the standard rate for motor vehicles as specified by the Inland Revenue Department from time to time.

26.0 SPECIAL ALLOWANCE

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

27.0 TRANSLATION ALLOWANCE

A translation allowance may be paid as determined by the employer to employees who transfer from a different pay scale. The allowance will be abated by incremental movements, progression or percentage salary increases as determined by the employer.

28.0 HIGHER DUTIES ALLOWANCE

The following conditions shall apply to all Occupational Classes:

28.1 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. The amount paid will not be less than \$1,200 p.a. or 2% of base salary, whichever is greater.

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

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

29.0 TEA PROVISION

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

30.0 PROTECTIVE CLOTHING

~~30.1 Where the employer considers it necessary, appropriate protective clothing will be provided which will remain the property of the employer.~~

~~30.2 An employee who is required to undertake duties of an obnoxious, infectious or contaminating nature, e.g. spraying or handling dangerous weedkillers, insecticides, and acids, shall be provided, as appropriate, with protective equipment such as cap, goggles, vizor, respirator, acid resistant apron, gloves and overshoes.~~

~~30.3 In addition, an employee shall be provided with protective equipment as specified and in the following circumstances:~~

~~(a) Ear muffs as approved by the medical officer of health for work where the noise level is likely to cause impairments to an employee's hearing, provided it has not proved practical to reduce the noise level or to isolate the work process.~~

~~(b) Eye protection in areas where an employee is subject to risk of injury to the eyes.~~

31.0 EYE PROTECTION

~~Where the employer considers that an employee is working in an "eye danger" area the employer will provide the employee with either:~~

- ~~(a) standard safety glasses with neutral lenses, OR~~
- ~~(b) specially hardened neutral "clip on" safety glasses to be worn over normal optical glasses, where the employee works only occasionally in an "eye danger" area, OR~~
- ~~(c) specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the employee works for substantial periods in an "eye danger" area.~~

32.0 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.~~

33.0 SAFETY FOOTWEAR

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

~~33.1 The employer will provide safety footwear to employees whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents. Such footwear will remain the property of the employer.~~

~~33.2 It is generally expected that one pair of safety footwear per year is sufficient except that where the employer is satisfied that due to genuine wear and tear, an employee's safety footwear should be replaced within the one year period, the employer will provide an additional pair of safety footwear.~~

34.0 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.

35.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

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

36.0 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.

37.0 EMPLOYEE PROTECTION AND REDUNDANCY

37.1 Intent

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

These provisions apply to employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a fixed term agreement.

37.2 Definition

Where the Institute requires a reduction in the number of employees or employees can no longer be employed in their current position, at their current grade (i.e. the terms of appointment to their present position), then the options in 37.4 below shall apply.

37.3 Notification

Where a surplus staffing situation in terms of 37.2 arises the Institute shall advise the National Secretary of TIASA, the Chairperson of the local branch of the Association and the staff affected not less than two months prior to the date by which the surplus staff are to be discharged. This date may be varied by agreement between the parties and payment made in lieu of any notice not required to be worked. At the time of notification the employer will provide TIASA with the following details:

- a) the location(s) of the surplus staff
- b) the number of surplus staff
- c) the date by which the surplus needs to be discharged
- d) the salary grade and step and names of the affected staff

On request TIASA will be supplied with additional information wherever available.

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 severance under these provisions.

37.4 Options

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

- a) attrition
- b) redeployment
- c) retraining
- d) severance

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

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

Where the employee's employment is being terminated by the employer by reason of sale, merger, transfer, contracting out or outsourcing of all or part of the business, 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 which is directly comparable to their existing position, on no less favourable terms and conditions of employment, and treating the employee's service as continuous, or in a capacity that the employee is willing to accept.

37.5 Conditions Applying to Options

37.5.1 Attrition

Due to the normal process of staff turnover the number of employees is allowed to decrease. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

37.5.2 Redeployment

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

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

37.5.3 Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance in order to enhance the employee's prospects of re-employment. The total cost to the Institute including any costs other than salary in respect of the training which may

be paid by the Institute, shall not exceed 110% of the value of the severance payment the employee shall be entitled to.

37.5.4 Severance

- a) For the purposes of these provisions, salary is defined as taxable salary exclusive of reimbursing allowances at the time of severance. Note: Salary will include all salary related allowances- i.e. equalisation, special duties and higher duties and lump sum payments.
- b) Service for the purposes of this sub-clause 37.5.4 means continuous service in the employment of EIT; provided that:
 - i) those employees employed as at 19 December 1998, who have previous continuous service in the Polytechnic sector will have that service credited; and
 - ii) those employees employed as at 15 August 1992 who have prior relevant Government service as defined in Clause 15 in the former New Zealand Polytechnic Allied Staff Award (document 152) will have a maximum of six years of that service credited with effect from 19 December 1998. That service will then be abated at the rate of 2 years for every one year of service with EIT accrued thereafter.
- c) "Continuous Service" for the purposes of (a) and (b) above includes all periods of paid leave, maternity/paternity leave and parental leave and would not be broken by, but would not include all periods of approved leave without pay and all breaks of not more than three months between periods of employment with the Institute or within the Polytechnic sector.
- d) Payment will be made in accordance with the following:
 - i) Twelve percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - ii) four percent of salary for the preceding 12 months multiplied by the number of completed years service minus one up to a maximum of 19 years; and
 - iii) where the period of total aggregated service is less than 20 years 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- e) The total amount paid to employees under this provision will not exceed the basic salary the employee would have received between the date of their severance and reaching the age of entitlement for superannuation benefits provided by the State.
- f) Outstanding Annual Leave and Long Service Leave shall be separately cashed up.

37.6 Rights of Employees Declared Surplus

- a) Time off to attend interviews - the employer shall give employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Institute being met.
- b) References - the employer shall supply to all redundant employees a letter of reference.
- c) Counselling - counselling for affected employees and family may be made available as necessary.
- d) Employees on Leave - an employee who is declared surplus and who is on parental leave, absence due to extended illness and/or accident compensation, approved special leave without pay or secondment shall be entitled to the surplus staffing provisions of this agreement.

37.7 Problem Resolution Procedure

~~In the event of a dispute arising regarding these provisions, the Resolution of Employment Relationship Problems procedure contained in Schedule D of this agreement shall apply.~~

38.0 STOPWORK MEETINGS

- ~~38.1 Subject to 38.2, 38.3, 38.4 and 38.5 the employer shall allow every employee covered by this agreement who has nominated TIASA as their bargaining agent to attend, on ordinary pay, (a maximum of 4 group meetings for a total of up to 4 hours) with TIASA in each year.~~
- ~~38.2 The union shall give the employer at least 14 days notice of the date and time of any meeting to which 38.1 applies.~~
- ~~38.3 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.~~
- ~~38.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.~~
- ~~38.5 Only union members who actually attend the 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.~~

39.0 UNION FEE DEDUCTIONS

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

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

40.0 RIGHT OF ACCESS

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

41.0 SALARY PROFILE

A profile of salaries paid to employees who are TIASA members, shall be made available to TIASA National Office at the end of each financial year. The profile will list salaries paid to EIT TIASA members by paid rate, gender and service. Any other relevant salary information will not be unreasonably withheld.

42.0 LEAVE FOR TIASA BUSINESS

~~TIASA and EIT agree to an exchange of letters 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. This additional leave will not be unreasonably withheld.~~

43.0 TERM OF THE AGREEMENT

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

SALARIES

Grade	Step	1/02/2021	1/02/2022
8	2	93094	94351
	<i>Merit</i>		
	1	78852	79917

7	2	83855	84987
	<i>Merit</i>		
	1	69657	70597

6	4	73415	74406
	<i>Merit</i>		
	3	65493	66377
	2	63705	64565
	1	61856	62691

5	4	66505	67403
	<i>Merit</i>		
	3	60339	61153
	2	58493	59283
	1	56651	57416

4 Overtime limit	4	59236	60036
	<i>Merit</i>		
	3	54351	55085
	2	52267	52973
	1	50438	51119

3	4	53103	53820
	<i>Merit</i>		
	3	49006	49668
	2	47619	48262
	1	46217	46841

2	4	48614	49271
	<i>Merit</i>		
	3	43677	44267
	2	42407	42979
	1	41146	

1	Max	44832	45437
	<i>Merit</i>		
	Bar	41068	43250

Note: For Café Assistant positions and those equivalent to a General Hand the appointment will be at Grade 1 Bar.

Progression between Grades:

Secretaries, Technicians and Assistant Librarians may be promoted from Grade 2 to Grade 3 based on merit.

1. RETIREMENT LEAVE

1.1 Employees engaged as at 19 December 1998 will be eligible for retiring leave in accordance with this Schedule subject to:

1.1.1 becoming eligible for national superannuation and completion of 10 years service; or

1.1.2 establishing eligibility for retirement on medical grounds. Such employees shall be entitled to retirement leave of 65 days where the length of service does not exceed 25 years, and retirement leave in accordance with Schedule B otherwise.

1.2 Instead of granting retirement leave as above, the employer may, on application from the employee, pay a lump sum equivalent in value to that leave.

1.3 An employee who has more than 20 years continuous service shall be entitled to anticipate retiring leave in terms of this Schedule.

1.4 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependents or the estate of the deceased employee.

1.5 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

1.6 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

STANDARD ALLOWANCES - RATES

1 Meal Allowance

From 1 February 2021 \$20.16

From 1 February 2022 \$20.43

2 Tool Allowance

Technicians Occupational Class

\$129.46 maximum Replacement Cost (per annum)

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

~~Employment relationship problems include personal grievances (i.e. claims of unjustifiable dismissal, unjustifiable disadvantage, sexual or racial harassment or duress in relationship to membership of a union or employees organisation), disputes about the interpretation, application or operation of an employment agreement, and any other problem arising out of the employment relationship between an employee and the employer not being a problem relating to the fixing of new terms and conditions of employment.~~

~~An employee who believes he/she has an employment relationship problem should, with the assistance of TIASA if he/she chooses, raise the problem with his/her Manager or Human Resources.~~

~~Both the employee and employer should try to resolve the matter in the interests of both parties as soon as possible.~~

~~An employee who believes he/she has a personal grievance must raise the matter with the employer within 90 days of the grievance occurring or coming to the employee's notice, whichever is the latter. A written submission is strongly recommended.~~

~~The employer will attempt to resolve the matter through discussion of the facts so that any assumptions or misunderstandings can be resolved.~~

~~This can be done directly or through the employee's representative. The employee is encouraged to have a TIASA representative, friend, relative or colleague with them during the discussion.~~

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

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

~~In certain circumstances the decision of the Employment Relations Authority may be appealed by the employee or the employer to the Employment Court.~~

PENAL PAYMENTS - LIBRARY

1 As per clause 6.1.5 of this agreement Library staff employed by the Institute as at 19 December 1998 who are required by the Institute to work outside the hours of 8am to 6pm, Monday to Friday, will be entitled to penal payments as follows:

1.1 Penal Rates - 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 (T0.5), for the first three hours, then time one (T1) thereafter.
- b) Midday Saturday to midnight Sunday/Monday at time one (T1).
- c) Service holidays - double time rate (T2).
- d) Overtime and penal rates shall not be paid in respect of the same hours.

1.2 Night Rate:

- a) Subject to the provisions of b) below, full time and part time employees working at night, who receive no other special compensation specifically for this work, are to be paid a penal rate of T0.25 additional to salary for all ordinary hours of work between the hours of 8pm to 6am (including weekends). Penal rates will be additional to night rate but will be calculated on the ordinary time hourly rate.
- b) The minimum payment for night rate shall be two hours even if the part of a shift which falls between the hours of 8pm and 6am is less than two hours.

1.3 Night Rate Allowance: The maximum additional penal rate per hour shall be:

With effect from 01/06/09 \$6.06

SCHEDULE F

Grand parented sick leave and long service leave

The sick leave entitlement and long service leave entitlements described below will apply to staff listed in this schedule.

FIRST NAME	SURNAME
Angela	Banister
Corinne	Harrison
Roni	Hastings
Craig	McDonald
Diana	Reid
Linda	Shaw
Ambah	Southon
Susan	Walker
Louise	Bevin
Karen	Young

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 Continuous Service	Days of Sick leave on full Pay to which employee is entitled
Up to three months	7 days
Over three months and up to six months	14 days
Over six months and up to nine months	31 days
Over nine months and up to five years	46 days
Over five years and up to 10 years	92 days
Over 10 years and up to 20 years	183 days
Over 20 years and up to 30 years	275 days
Over 30 years	365 days
<i>This entitlement is inclusive or, not in addition to, sick leave provided under section 65 of the Holidays Act.</i>	

Subject to the provisions of 17.2 to 17.7, an employee shall on completion of 10 years, 15 years, 20 years, 25 years and 30 years continuous service be granted an additional two weeks long service leave with full pay.

SCHEDULE G

Grand parented long service leave

The long service leave entitlements described below will apply to staff listed in this schedule.

Subject to the provisions of 17.2 to 17.7, an employee shall on completion of 10 years, 15 years, 20 years, 25 years and 30 years continuous service be granted an additional two weeks long service leave with full pay.

FIRST NAME	SURNAME
Harrison	Corinne
Hunter	Carena
Wilkie	Diane

Grand parented severance calculation, sick leave entitlement and annual leave entitlement

The following Clauses are grandparented for Tairawhiti TIASA members as at 31/12/10 who commence employment with EIT 1 January 2011. The names of these staff will be recorded by means of an exchange of letters between the employer and TIASA.

Annual Leave: Subject to the provisions of 7.2 and 7.3 of this agreement subparagraph (c) below, you will be entitled to annual leave as follows:

- (a) on completion of five years of service before the end of a leave year, five weeks annual leave in that and succeeding leave years; and
- (b) in any other case, four weeks annual leave each year.

(c) Employees entitled to the fifth week of annual leave will forfeit any of that entitlement that is not used in the 12 months after it is accrued.

Sick Leave Entitlement: 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
Up to three months	7 days
Over three months and up to six months	14 days
Over six months and up to nine months	31 days
Over nine months and up to five years	46 days
Over five years and up to 10 years	92 days
Over 10 years and up to 20 years	183 days
Over 20 years and up to 30 years	275 days
Over 30 years	365 days

Severance Payment: Payment for severance will be made in accordance with the following:

- 16 percent of salary for the preceding twelve months subject to finishing on an agreed date. This payment is regardless of length of service.
- 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service, and;
- 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- Where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to the completed years of service.

Note: That all grandparented entitlements above will apply instead of, and not in addition to, the entitlements in clauses.

This Agreement was signed by the parties as follows:

Signed: _____
Chief Executive (EIT Limited)

Date: _____

Signed: _____
Tertiary Institutes Allied Staff Association (TIASA)

Date: _____