

# MANUKAU INSTITUTE OF TECHNOLOGY



## ALLIED STAFF COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION  
Te Hautū Kahurangi o Aotearoa

## TERTIARY EDUCATION UNION

**01 October 2013 to 30 September 2015**

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## 1.0 EMPLOYMENT AGREEMENT COVERAGE

### 1.1 Parties.

The parties to this Agreement are the Chief Executive of Manukau Institute of Technology, (the 'employer'), and Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU, the 'union').

### 1.2 Coverage

This Agreement applies to employees who are members of the union and who carry out the following types of work: clerical, telephone services, secretarial, administrative (i.e. financial, computing, marketing, human resources, payroll, public relations, student support), library services, technical support, reprographics, tea provisions, liaison, mail processing and delivery, general hands, counselling, and supervision of the above types of work.

### 1.3 Exclusions

This Agreement does not cover employees who are employed as the Chief Executive Officer, or positions designated as senior positions in terms of section 74(d) of the State Sector Act 1988, or employees employed in the Community Learning Centre programme (e.g. "FreeB, "Key4Free").

### 1.4 Variation of the Employment Agreement

This Agreement may be varied in writing during its term provided that any variation shall be negotiated with TEU and agreed between TEU and the Chief Executive of Manukau Institute of Technology and ratified by employees covered by this Agreement.

## 2.0 DEFINITIONS

**"Employer"** means the Chief Executive of the Manukau Institute of Technology, or any manager acting with his/her delegated authority.

**"Employee"** means a person employed in terms of clauses 1.2 of this employment agreement.

**"Full-time Employee"** means an employee who undertakes the duties of a position for the full span of normal hours of work.

**"Part-time Employee"** means an employee who undertakes the duties of a position for less than the full span of normal hours of work.

**"Temporary Employee"** means an employee engaged in a defined task or project of a temporary nature, including acting in a relieving capacity.

**"Union"** means Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU).

**"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.

“**Overtime**” means the authorised time worked outside the provisions of clause 5.1 of this employment agreement.

“**Ordinary time rate**” is the annual salary divided by 1955.36 which is paid for each hour worked.

“**Week**” means the number of days of the week on which the employee normally works.

### **3.0 TERMS OF EMPLOYMENT**

#### **3.1 Probationary and Notice Periods**

3.1.1 At least one month’s notice in writing of termination of employment shall be given by either party unless otherwise agreed, and with the following exceptions:

3.1.2 In cases of redundancy and incapacity, the notice period shall be two months

3.1.3 The first three months of an employee’s employment may be a probationary period. During this time the employer will meet with the employee regularly to discuss progress and any issues that arise. During the trial period one week’s notice in writing of termination of employment shall be given by either party.

3.1.4 In all cases all or part of the notice period may be paid in lieu by agreement.

3.1.5 Nothing in this clause shall prevent the employer from summarily dismissing an employee for serious misconduct.

#### **3.2 Professional Development**

Permanent employees shall be entitled to up to 5 days (37.5 hours) professional development per annum (pro rata for part timers) subject to:

- (i) The employee having submitted a written professional development plan to the employer.
- (ii) The employer having agreed to the plan; such approval shall not be unreasonably withheld.
- (iii) Reasonable notice being given of the proposed activities.
- (iv) Timing of the activities being set with due regard for the institute’s operational requirements.
- (v) The employee being able to accumulate professional development time over a number of years for a specified professional development programme that the employer has agreed to.
- (vi) Unused development time not being able to carried over to the following year except as pursuant to v) above.

### **4.0 SALARIES**

#### **4.1 Rates**

Rates of annual salaries to be paid to employees are listed in Schedule A of this employment agreement.

## **4.2 Payment of Salaries**

- 4.2.1 Salaries shall be paid fortnightly by direct credit to a bank account nominated by the employee.
- 4.2.2 Payment shall be made not later than 3 working days following the end of the pay period.
- 4.2.3 In some circumstances, payment may be made earlier than the conclusion of the pay fortnight, and may be subject to appropriate adjustment, to meet the operational needs of the Institute. Where either of these situations occur, employees and their union will be provided with sufficient advance notice.

## **5.0 HOURS OF WORK**

### **5.1 Weekly Hours**

- 5.1.1 Ordinary hours of work shall be up to 37.5 per week. This will normally be worked in 5 consecutive 7.5 hour days, Monday to Saturday, between 7am and 9pm. However other working arrangements not exceeding 75 hours per fortnight may be agreed between the employer, the employee/s and TEU. Agreement will not be unreasonably withheld.
- 5.1.2 Where such agreement has been reached the penal rate provisions specified in clause 6.0 in this agreement will not apply in respect of the ordinary hours agreed.

### **5.2 Work Breaks**

- 5.2.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.
- 5.2.2 An employee shall be allowed two rest breaks of 15 minutes each day, in the morning, afternoon or evening, at times specified by the employee's supervisor.
- 5.2.3 Each employee shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 5.2.4 No employee shall be required to work for more than four hours continuously without being allowed a meal break of not less than half an hour.
- 5.2.5 The employer will supply tea, coffee, milk and sugar, for breaks

## **6.0 OVERTIME / PENAL RATES**

### **6.1 Overtime Rates**

- 6.1.1 Overtime shall be paid at ordinary rates for the first 5 hours per fortnight, and at time-and-a-half thereafter.
- 6.1.2 All time worked between 10.00pm and 6.00am, or on a Sunday shall be paid at double time, and time worked on a Public Holiday shall be paid at time-and-a-half of the appropriate rate.
- 6.1.3 An employee required to work overtime on Saturday, Sunday or a recognised public holiday shall be paid a minimum payment of three hours at the appropriate rate.

### **6.2 Time Off in Lieu of Overtime**

In lieu of payment of overtime an employee and the employer may agree to paid leave according to the following arrangements.

- 6.2.1 Each hour of overtime worked will correspond to one hour of paid leave at ordinary rate.

- 6.2.2 Not more than 37.5 hours leave in lieu may be accrued before the leave is taken unless otherwise agreed.
- 6.2.3 Access to the taking of time off in lieu shall not be unreasonably withheld.
- 6.2.4 Where it is agreed that leave in lieu is unable to be taken then it will be cashed up at time and half.
- 6.2.5 Time off in lieu earned but not taken within 12 months of being earned will be cashed up.

### **6.3 Overtime Limits**

Employees paid a salary higher than Band 8 shall not be entitled to overtime payment.

### **6.4 Limits on Unbroken Work**

- 6.4.1 Where practicable, no employee shall be required to perform unbroken work.
- 6.4.2 If unbroken work is performed it shall be paid at overtime rates.
- 6.4.3 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.

### **6.5 Call Back**

- 6.5.1 Subject to the provisions of subclauses 6.5.2 and 6.5.3 below, where an employee is call back to work after completing the day's work and leaving the place of employment, or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate.
- 6.5.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 6.5.3 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.

## **7.0 LEAVE**

Subject to the following, leave shall be allowed pursuant to the provisions of the Holidays Act 2003 and its amendments

### **7.1 Service for Leave Purposes**

For the purposes of this clause, the following definitions apply:

- 7.1.1 In the case of employees engaged by the employer as at 15 August 1992, service shall be deemed to include all prior services as defined in Clause 15 "Service for Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152)
- 7.1.2 In the case of employees engaged from 16 August 1992, service shall mean continuous service within the polytechnic sector.

7.1.3 “Continuous service”, for the purposes of the provisions for long service leave shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months, other than an approved leave of absence without pay.

7.1.4 In any instance where an employee has received a benefit for severance or early retirement from a previous employer where such employment would otherwise qualify for “service” under subclauses 7.1.1 and 7.1.2 above, such employment which has been taken account of in calculating the benefit shall not be credited for “service” in any of the provisions of this Clause.

## **7.2 Public Holidays**

7.2.1 The following days shall be observed as public holidays:

Christmas Day, Boxing Day, New Year’s Day, January 2<sup>nd</sup>, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, The Sovereign’s Birthday, Labour Day, Auckland Anniversary Day (as observed).

7.2.2 In addition to 7.2.1 above, the three days between Christmas and New Year, and Easter Tuesday, shall be granted as special leave.

7.2.3 In accepting this Agreement employees agree to work on any public holiday or day of special leave if for them that day would otherwise be a working day.

7.2.4 If an employee does *not* work on a public holiday then, provided for them that day would otherwise be a working day, they will be paid not less than their relevant daily pay for the day.

7.2.5 If an employee *does* work on a public holiday they are entitled to payment for the time worked at time and a half (based on the appropriate portion of their relevant daily pay). In addition, provided that day would otherwise be a working day for the employee, then they are additionally entitled to a whole alternative holiday. However there is no entitlement to an alternative holiday for employees who work for the employer *only* on public holidays.

7.2.6 The “alternative holiday” is to be taken by mutual agreement on a day that would otherwise be a working day for the employee, and should be taken as soon as possible after it is earned. Payment for the alternative holiday shall be at the employee’s relevant daily pay for the day on which the alternative holiday is taken.

7.2.7

- a. If agreement cannot be reached, the alternative holiday may be taken on a date chosen by the employee, having regard to what is convenient to the employer.
- b. Employees may request to exchange an alternative holiday for payment provided more than 12 months has passed since entitlement to the holiday arose. If the holidays are not taken within 12 months, then the employer may give notice of when the holidays are to be taken or may direct them to be cashed up.

7.2.8 Where a public holiday falls during a period of paid leave then the employee will be additionally entitled to a whole alternative holiday.

### **7.3 Annual Leave**

7.3.1 Employees are entitled to four weeks annual holidays paid in accordance with the Holidays Act 2003.

7.3.2 Upon completion of seven years of service employees shall become entitled to five weeks annual leave in that and all succeeding years.

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

7.3.4 Where annual leave has been advanced and the employee terminates before sufficient annual leave has accrued, then the employer may deduct from the employee's final pay an amount equivalent to the leave that is outstanding.

7.3.5 When an employee takes annual leave it will be paid in accordance with the normal fortnightly pay regime unless the employee requests payment of annual leave in advance which must be by written notice at least one pay cycle before the payment would be due.

7.3.6 Unless there is agreement otherwise annual leave must be taken within twelve months of the entitlement arising. Employees who have accumulated annual leave balances in excess of five weeks in addition to current entitlement will be required to negotiate an annual leave plan with their manager that reduces their outstanding balance over a reasonable timeframe.

### **7.4 Sick Leave**

7.4.1 Employees shall be entitled to ten days sick leave per annum for situations where the employee, their partner, or a dependent is sick or injured. This entitlement shall be pro rated for part-timers, subject to not reducing below the statutory minimum, and shall accumulate without limit.

7.4.2 Sick leave will not apply where an employee is receiving compensation in terms of the Accident Rehabilitation and Compensation Insurance Act 1992 and subsequent amendments.

7.4.3 Sick leave may be taken in half-day blocks provided that an absence on any day of more than four hours shall count as one whole day.

7.4.4 On the first day of absence employees must advise their supervisor as soon as possible that they will be absent, preferably prior to their scheduled start time, and thereafter keep the employer informed of their progress and expected date of return to work.

#### 7.4.5

- a. Generally medical certificates are not required, but with good cause the employer may require an employee to present a medical certificate. Good cause may include where the employee's sick leave entitlement is exhausted.
- b. In the case of absences of shorter than three consecutive calendar days, the employer must have reasonable grounds to suspect that the sick leave is not genuine, must promptly advise the employee of the requirement to produce the certificate and must pay the employee's reasonable costs of obtaining the certificate.

7.4.6 An employee may also be required to submit to a medical examination to ensure there are no relevant health and safety or hygiene reasons that would prevent the employee from working.

7.4.7 Where an employee has been absent from the workplace due to illness or injury the employer may require a medical clearance, in part or in full, prior to the employee being allowed to return to work. Where an employee is required to provide a medical certificate under this clause, the Employer must pay the Employee's reasonable costs of obtaining the certificate.

7.4.8 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in subclause 7.4.1.

### **7.5 Bereavement/Tangihanga Leave for Death in New Zealand 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 a part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the employer subject to the provision of the Holidays Act 2003.

7.5.2 If bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, then bereavement leave will be granted in terms of subclause 7.5.1 above.

### **7.6 Parental Leave**

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

7.6.1 An employee who is employed either part-time or full-time, for at least 10 hours a week for the preceding 12 months, will be eligible for parental leave (granted as leave without pay) upon each occasion that she bears or he fathers a child while employed by the employer.

7.6.2 Leave of up to 12 months is to be granted to an employee with at least one year's service at the time of commencing leave.

- 7.6.3 For an employee with less than one year's service parental leave of up to six months is to be granted.
- 7.6.4 An employee who is entitled to parental leave of up to 12 months shall qualify for a grant equivalent to a maximum of 6 weeks' pay. S/he may elect to have this paid in one of the forms identified below. The quantum shall be in accordance with the circumstances applying at the time that it is paid.
- (i) A 'top-up' grant for each week that the employee is entitled to paid parental leave of the difference between the State funded paid parental leave and the employee's normal weekly pay, paid up to the maximum.
  - (ii) As a single payment upon returning to work from parental leave and completing a further three months service.
- 7.6.5 An employee who is absent on parental leave for less than six weeks (30 working days) will receive the appropriate proportion of the payment provided in subclause 7.6.4.
- 7.6.6 Parental leave is not to be granted as sick leave on pay or sick leave without pay. Annual leave due will not be required to be taken before the employee proceeds on parental leave but may be held over and taken when the employee returns to work.
- 7.6.7 An application for parental leave must be made at least three months before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.
- 7.6.8 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 location within reasonable commuting distance.

## **7.7 Special Leave**

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

## **7.8 Long Service Leave**

7.8.1 Employees will be entitled to paid long service leave as follows:

After 15 years continuous service one holiday of 2 weeks

After 20 years continuous service one holiday of 2 weeks

After 25 years continuous service one holiday of 1 week

7.8.2 Unless otherwise agreed in writing between the employer and the employee, long service leave must be taken in a single block within two years of the entitlement falling due or it shall be forfeited. Information regarding this entitlement will be made available to the employee when it falls due.

7.8.3 If an employee terminates employment before leave has been taken, then the equivalent salary shall be paid in the employee's final pay.

## **7.9 Wellness Day**

Subject to the operational requirements of the employer, each employee is entitled to take one day of sick leave per annum as a wellness day (pro rata for part-timers) provided that the employee notifies the employer at least the day before the entitlement is to be taken.

## **7.10 Incapacity**

If as a result of physical or mental incapacity the Employee is unable to perform the duties of the position, and is unlikely to recover the capacity to perform those duties within a three month period, the Employer:

- (a) Will consult with TEU and the Employee;
- (b) May require the Employee to undergo a medical examination, at the Employer's expense, by a health professional nominated by the Employer; and
- (c) Will take into account any report and/or recommendation made available as a result of the medical examination(s) or any other Employee and apply one or a combination of the following options:
  - No further action under this clause;
  - The formulation of a professionally facilitated return to work plan;
  - Redeployment;
  - Proportional employment;
  - An agreed period of leave without pay up to one year;
  - Terminate employment by giving two months written notice.

Noting that if the Employee chooses not to consult or be examined by a health professional as requested, the employer may make a decision based on the information available drawing whatever inferences are appropriate and reasonable in the circumstance.

- (d) Where employment is terminated under the Clause the Employee will be entitled to be paid all remaining sick leave.

## **8.0 ALLOWANCES AND EXPENSES**

### **8.1 Travelling Expenses**

An employee will be reimbursed for actual and reasonable costs involved when travelling on the employer's behalf, or if staying privately an accommodation allowance of \$33 a night shall be paid to the employee on proof of payment.

### **8.2 Meal Allowance**

An employee who has been directed to work no less than two hours overtime after a break of at least half an hour and who has had to buy a meal which would otherwise have been bought, shall be paid a meal allowance at the rate of \$13.83 per instance.

### **8.3 Motor Vehicle Allowance**

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

## **8.4 Higher Duties Allowance**

- 8.4.1 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.
- 8.4.2 To qualify for payment of a high duties allowance an employee must perform the duties for five consecutive working days.
- 8.4.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.

## **8.5 Removal Expenses**

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

## **9.0 HEALTH & SAFETY**

### **9.1 Commitment to Healthy and Safe Work Practices**

Under the terms of the Health and Safety in Employment Act 1992 the employer and the employee are committed to ensuring that the provisions of the Act are met and that safe and health work practices are observed.

### **9.2 Protective Clothing and Equipment**

- 9.2.1 Where necessary, appropriate protective clothing, footwear and equipment will be provided which will remain the property of the employer and must be used.
- 9.2.2 Protective clothing which an employee is required to wear in the course of work shall be laundered as necessary at the employer's expense.

### **9.3 VDU Agreement**

Staff members who use a computer for 50% of their working time or for continuous periods of two hours or more per working day shall be reimbursed up to \$200, upon proof of purchase, for prescription correction lenses, no more than once every two years.

### **9.4 Eye Test Requirements**

Visual display unit operators should have their eyes tested prior to or soon after commencing employment. It is also recommended that allied staff routinely using visual display units should have their eyes tested every two years.

## **10.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

- 10.1 This procedure applies to the settlement of all employment relationship problems and personal grievance matters. A personal grievance occurs when the employee feels aggrieved because of an action or actions, taken by the employer that affects the

employee. Such actions may include unjustifiable dismissal, unjustified disadvantage, discrimination, racial or sexual harassment, or duress because of membership or non-membership of the union. Any employee may use this procedure and may, at any point during the procedure, seek advice and/or representation from a third party such as TEU.

- 10.2 The employee should first raise the matter with her/his line manager. If this is inappropriate or does not resolve the matter s/he should raise it with the next reporting line of management. If the situation remains unresolved and s/he has not already done so, s/he may raise it with the appropriate Director.
- 10.3 If 10.2 does not resolve the matter the employee should write a letter to the Director, People & Culture explaining the details of the problem of grievance, why s/he feels aggrieved, and what solution s/he is seeking Human Resources will arrange a meeting, which will include Human Resources, the employee's manager and the employee, to discuss the matters raised and if possible agree resolutions.
- 10.4 If after the meeting the employee still wishes to pursue a personal grievance, or if the process thus far has not been completed within a reasonable time, the employee must notify the employer in writing within 90 days of the original event. Failure to provide formal notice within the 90 day period will render the grievance void. It would be helpful to the resolution process if this notice included a summary of issues that have not been satisfactorily resolved.
- 10.5 Within 14 days of receiving the notice of a personal grievance the employer should advise the employee concerned in writing of its assessment of the situation. The employer may try to resolve the employment relationship problem/s again if it believes that there is a reasonable prospect of doing so.
- 10.6 The employee may file a personal grievance with the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE) at any time subject to the Employment Relations Act 2000, or with any alternative mediation provider that has been agreed with the employer.
- 10.7 In the case of alleged unjustifiable dismissal, an employee is entitled to request that the employer provide them with a written statement giving the reasons for dismissal. The employee is required to make this request to the employer within 60 days of being dismissed or becoming aware that they have been dismissed. The employer must provide that written statement within 14 days of receiving the employee's request.
- 10.8 In the event the matter is not resolved by mediation, the matter may be referred to the Employment Relations Authority for decision. Either party may appeal the decision of the Employment Relations Authority to the Employment Court.

## **11.0 SAVINGS CLAUSE**

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

## **12.0 REDUNDANCY**

### **12.1 Intent**

The employer recognises the serious consequences of the loss of employment for employees and seeks to minimise those consequences by these provisions.

### **12.2 Application**

These provisions apply to the employees who have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a fixed term or temporary appointment.

### **12.3 Definition**

A surplus staff situation exists when as a result of a reduction in funding, course demands, organisational changes or other identified factors the employer requires a reduction in the number of employees.

### **12.4 Procedures**

12.4.1 Consultation: The employer will provide the union with an opportunity to be involved with any review which may result in surplus staffing. Should the review confirm a surplus staffing situation, individuals who might be affected will be advised in writing of this and of their right to assistance from TEU.

12.4.2 Notification: When, as a result of the processes above, specific positions are identified as Surplus the employer will advise the national office of TEU, the chairperson of the local TEU branch and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between both parties.

### **12.5 Options**

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

- Attrition
- Redeployment
- Enhances retirement
- Severance

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

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

12.5.2 Redeployment: An employee may be redeployed to a new position at the same or lower salary within the Institute. The following conditions will apply:

- i) Where the new position is at a lower salary an allowance will be paid to preserve the salary at the rate paid immediately prior to redeployment. This allowance can be paid in the following ways:

1. 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 increase); or

2. 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 increase)

12.5.3 Enhanced Early Retirement: This option provides for an employee to be paid the money available under the severance option which may, if the employee so desires, be used according to the conditions of the superannuation scheme of which the employee is a member to make up the actual superannuity payable. The total amount paid under this provision will not exceed the total salary the employee would have received between their actual retirement *and* the date upon which a person of the age of the employee qualify for National Superannuation under s3 of the Social Welfare (Transitional Provisions) Act 1990.

12.5.4 Severance:

- For the purposes of these provisions salary is defined as taxable salary exclusive of allowances.
- "Service" for the purpose of severance is as defined in clause 7. Payment will be made in accordance with the following:
  - i. Where the notice is given under these provisions, a proportion of that period, not required by the Employer to be worked shall be paid in lieu; and
  - ii. 12 percent of salary for the preceding 12 months or part thereof for employees with less than 12 months service; and
  - iii. 4 percent of salary for the preceding 12 months multiplied by the number years' service minus one up to a maximum of 19; and
  - iv. Where the period of total aggregated service is less than 20 years, 0.333 percent of salary multiplied by the number of completed months in addition to complete years of service.
- Outstanding annual and long service leave will be cashed up separately.

## **12.6 Rights of Employees Declared Surplus**

12.6.1 Time off to Attend Interviews: Employees will have reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Institute.

12.6.2 References: The employer will supply to all surplus employees a letter of reference.

12.6.3 Employees on leave: An employee who is declared surplus and who is on maternity leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment will be covered by the surplus staffing provisions of this contract.

## **12.7 Employee Transfer Protection**

12.7.1 From time to time ownership of the Institute, or some part of it, may change. The employer will provide TEU and staff with an opportunity to be involved during such changes and will take any views into account before decisions are

finalized. The employer will ensure that the union has access to all relevant information and sufficient time to make a meaningful contribution.

Further to this:

- In negotiating with the prospective new employer the Institute's objective will be to arrange for employees' continued employment by the new employer on their existing terms and conditions of employment.
- As soon as possible after the restructuring documents are signed, all staff and the union will be informed of the changes, whether staff will be offered employment by the new employer and the basis of any such offer, and the timetable for the transition.
- If an employee does not receive an offer of employment from the new employer then their employment with the Institute will end, in which case such employees will be eligible to redundancy notice and compensation in accordance with this Agreement.
- If an employee is offered employment by the new employer in a similar capacity, on substantially similar conditions of employment with service being regarded as continuous, such employees will not be entitled to notice of redundancy and compensation in accordance with this Agreement

**NOTE:** Some staff are covered by special additional provisions as specified in Part 6A of the Employment Relations Amendment Act (No 2) 2004.

### **13.0 UNION MATTERS**

The employer recognises TEU as the representative of those employees who have given the appropriate authorisation.

#### **13.1 Right of Access**

Subject to the Employment Relations Act 2000, the employer will provide for access by representatives of the union including access to wages, holiday and time records. Access will be exercised in the spirit of goodwill having regard to the sensitivities of the Institute and the needs of students, other staff and management and does not interfere with class programmes/session times.

#### **13.2 Stop work Meetings**

13.2.1 Subject to section 26 of the Employment Relations Act 2000 and to subclauses 13.2.2, 13.2.3, 13.2.4 and 13.2.5 below the employer shall allow every employee covered by this Agreement to attend on ordinary pay up to four meetings (each no less **than** one nor more than two hours) with TEU in each year. The maximum total entitlement is four hours per annum.

13.2.2 The union shall give the employer at least 14 days notice of the date and time of any such meeting.

13.2.3 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

- 13.2.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 13.2.5 Only union members who actually attend a union meeting shall be entitled to pay in respect of that meeting and to that end the union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

### **13.3 Union Fee Deductions**

- 13.3.1 In accordance with authorities signed by individual employees, the employer shall deduct union fees from the employee's pay. The manner of deduction and the remittance of subscriptions shall be agreed between TEU and the employer.
- 13.3.2 The employer, when requested in writing by the union, shall within one month of receipt of such request, supply to the union a list of allied staff.
- 13.3.3 Such requests shall not be made to the employer more often six-monthly.

## **14.0 TERM OF THE EMPLOYMENT AGREEMENT**

This employment agreement shall have a term of two years coming into force on 1 October 2013 and expiring on 30 September 2015.

**15.0 ATTESTATION**

This employment agreement was signed by the parties as follows:

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Dr Peter Brothers  
Chief Executive  
Manukau Institute of Technology

Dated: -----

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Nanette Cormack  
Deputy Secretary  
Tertiary Education Union Te Hautū Kahurangi o Aotearoa

Dated:-----

**SCHEDULE A: SALARIES**

For the duration of this agreement:

1. A position may be re-evaluated where it is agreed between the Incumbent and the employer that a significant change has occurred in the responsibilities of the position. No position shall be required to be evaluated more than once a year.
2. Newly created positions will be evaluated prior to advertising. Results with changes in evaluation, including new roles, will be advised to the Union.
3. Until employees reach the job rate they shall move up to the step above their current salary after a maximum of one year.
4. The employer may withhold such increments if, in the employer's opinion, the employee's performance is unsatisfactory. When an Increment is withheld the employee shall be advised in writing of the reasons.
5. The employer may allow additional or accelerated salary steps.

	<b>30/09/13</b>	<b>1/10/13</b> <b>1%</b>	<b>1/10/14</b> <b>1%</b>		<b>30/09/13</b>	<b>1/10/13</b> <b>1%</b>	<b>1/10/14</b> <b>1%</b>
<b>Band 2</b>				<b>Band 6</b>			
<b>Step 1</b>	28,666	28,953	29,242	<b>Step 1</b>	45,725	46,182	46,644
<b>Step 2</b>	30,353	30,657	30,963	<b>Step 2</b>	48,418	48,902	49,391
<b>Step 3</b>	32,040	32,360	32,684	<b>Step 3</b>	51,105	51,616	52,132
<b>Job Rate</b>	33,728	34,065	34,406	<b>Job Rate</b>	53,793	54,331	54,874
<b>Band 3</b>				<b>Band 7</b>			
<b>Step 1</b>	32,774	33,102	33,433	<b>Step 1</b>	50,042	50,542	51,048
<b>Step 2</b>	34,704	35,051	35,402	<b>Step 2</b>	52,985	53,515	54,050
<b>Step 3</b>	36,629	36,995	37,365	<b>Step 3</b>	55,930	56,489	57,054
<b>Job Rate</b>	38,557	38,943	39,332	<b>Job Rate</b>	58,869	59,458	60,052
<b>Band 4</b>				<b>Band 8</b>			
<b>Step 1</b>	37,091	37,462	37,837	<b>Step 1</b>	55,787	56,345	56,908
<b>Step 2</b>	39,273	39,666	40,062	<b>Step 2</b>	59,070	59,661	60,257
<b>Step 3</b>	41,453	41,868	42,286	<b>Step 3</b>	62,352	62,976	63,605
<b>Job Rate</b>	43,636	44,072	44,513	<b>Job Rate</b>	65,632	66,288	66,951
<b>Band 5</b>							
<b>Step 1</b>	41,408	41,822	42,240				
<b>Step 2</b>	43,881	44,320	44,763				
<b>Step 3</b>	46,280	46,743	47,210				
<b>Job Rate</b>	48,714	49,201	49,693				

The parties agree to form a working party during the term of this agreement with equal numbers of representatives, to analyse the remuneration structure. The work shall include but not be limited to work on:

- Progression, including analysing a framework for additional steps and progression mechanisms;
- Systems for determining job size;
- Affordability of any proposed remuneration framework

The intention of the working party's work is to inform bargaining in 2015.