



# Southern Institute of Technology

Custodians, Cleaners, Grounds-  
person, Boiler Attendant Collective  
Agreement

01 June 2014 to 31 May 2016



**TERTIARY EDUCATION UNION**  
Te Hautū Kahurangi o Aotearoa

## Contents

1. PARTIES AND COVERAGE .....	2
2. TERM OF AGREEMENT .....	2
3. RATES OF REMUNERATION .....	2
4. DEFINITIONS.....	3
5. PLACE OF EMPLOYEMENT.....	4
6. HOURS OF WORK.....	4
7. OVERTIME .....	4
8. CALLBACK.....	4
9. ALLOWANCES .....	5
10. HIGHER DUTIES.....	5
11. ANNUAL LEAVE.....	5
12. LONG SERVICE AND RETIRING LEAVE .....	5
13. STATUTORY HOLIDAYS .....	7
14. SICK LEAVE AND DOMESTIC LEAVE .....	8
15. BEREAVEMENT/TANGIHANGA LEAVE .....	8
16. RELEVANT DAILY PAY .....	8
17. PARENTAL LEAVE .....	9
18. JURY SERVICE.....	9
29. HEALTH AND SAFETY.....	9
20. SAFETY AND PROTECTIVE CLOTHING .....	9
21. EMPLOYMENT PROTECTION PROVISION .....	10
22. REDUNDANCY.....	10
23. GENERAL CONDITIONS.....	11
24. TERMINATION OF EMPLOYMENT .....	11
25. PAYMENT OF WAGES.....	12
26. ABANDONMENT OF EMPLOYMENT .....	12
27. POLICY AND PROCEDURES .....	12
28. PAID EDUCATION LEAVE .....	12
29. RIGHT OF ENTRY UPON PREMISES.....	13
30. VARIATION .....	13
31. STOP WORK MEETINGS.....	13
32. DELEGATES RIGHTS.....	13
33. UNION FEE DEDUCTIONS .....	13
34. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....	13
35. COMPLETENESS.....	16
APPENDIX 1.....	17

## 1. PARTIES AND COVERAGE

This Collective Agreement is made in accordance with the Employment Relations Act 2000 and is subject to the Act and any amendments.

### 1.1 Parties

This Collective Agreement is between:

The Chief Executive, Southern Institute of Technology (the employer) and;

The Tertiary Education Union Te Hautu Kahurangi o Aotearoa (the union)

### 1.2 Coverage

This Collective Agreement will cover all members of the Tertiary Education Union who are employed by Southern Institute of Technology as custodians, groundsperson, cleaners, and boiler attendants. This agreement replaces all previous understandings applied to the parties in this agreement and all previous understandings, agreements, contracts or award that may have applied to any employee covered by this agreement.

## 2. TERM OF AGREEMENT

This Collective Agreement will take effect from 1 June 2014 and expires on 31 May 2016.

## 3. RATES OF REMUNERATION

		1 June 2014	1 June 2015
CUSTODIAN	1	16.46	16.76
	2	16.60	16.90
CLEANER	1	15.55	15.85
	2	15.75	16.05
BOILER ATTENDANT	All inclusive salary individually negotiated		
GROUNDSPERSON	1	16.08	16.38
	2	16.35	16.65

### SUPPLEMENTARY NOTE

Progression through the grades on the above scales shall be by annual automatic increment, subject to satisfactory performance. Where an employee's performance is not satisfactory the employee would be informed prior to their review date so the employee can address areas of shortfall in performance. Should these areas not be addressed the employee will not receive that automatic increment.

The employer will decide the appropriate starting grade for each employee based on previous experience.

#### 4. DEFINITIONS

**“Custodian”** is an employee who is substantially employed in any of the following duties:

Ensuring the safety and good order of buildings and other property, unlocking and locking of doors, the moving of furniture; who may be required to perform minor maintenance as required; to operate and/or monitor security alarm systems, or telephone.

**“Cleaner”** is a person employed to clean SIT premises or supervise, to a limited degree, the cleaning of a specific area. A cleaner does not come within the definition of custodian.

**“Boiler Assistant”** is a person who may do any of the custodial duties and also has responsibility for the security, maintenance, and operation of the heating system of the Institute.

**“Grounds Person”** is a person employed to be responsible for the upkeep of gardens and lawns, keeping walkways free of rubbish and emptying of rubbish tins. When required the grounds person may be called upon to assist the Custodian in moving of furniture or any other custodial duties.

**“SIT”** means Southern Institute of Technology.

**“Employer”** means the Chief Executive.

**“Employee”** means a person employed by SIT whether as a salaried permanent full-time or as a permanent part-time worker and also includes wage workers employed on a temporary or casual basis.

**“Casual Worker”** is defined as an employee who is employed as and when required by the employer, and who will be termed an hourly worker. Casual workers shall only be employed in the case of absence from work of permanent workers and shall be available for work as required.

#### PREVIOUS SERVICE

**“Continuous Service”** refers to service within SIT Service.

**“Breaks in Service”** previous service may be credited towards current leave entitlements. Previous service must have been continuous for at least 12 months in SIT’s service. The period since previous employment must be no more than 5 years.

**Sick Leave** the employee must have had at least six months’ previous continuous service. Any sick leave taken during previous employment periods is to be debited against current entitlements.

**Long Service Leave** the employee must have had at least six months’ previous continuous service. Any break between each period of credited employment cannot exceed 3 months. Any long service leave taken during previous employment periods is to be debited against current entitlement.

**Service Holidays** the employee must have had least six months’ previous continuous service. Any break between each period of credited employment cannot exceed 3 months.

**Part-time Employment** previous part-time employment can qualify on the same basis as full-time employment provided the other criteria are met, ie it is not reduced to full-time equivalence.

Previous service in the education and wider state service for current staff, prior to the commencement of the 1 September 2006 agreement, is grand-parented.

## **5. PLACE OF EMPLOYMENT**

Southern Institute of Technology Campuses including SIT's Early Childhood Centre

## **6. HOURS OF WORK**

- a) Forty hours shall constitute a week's work to be worked on five days of the week, Monday to Saturday inclusive. No more than eight hours shall be worked in any one day without payment of overtime. Should an employee be required to work on the sixth day in any one week, he/she shall be paid as specified in subclause (a) of clause 7 of this agreement. Provided that Custodians may be given one half day off during the week and work on Saturday morning as part of the ordinary 40 hour week.
- b)
  - i) Authorised time worked on Saturday as part of the ordinary hours of work shall be paid for at the rate of time and a half up to 12 noon and double time thereafter: Provided that where an employee commences his/her ordinary hours of work before at ordinary time rates of wages, even though some hours are worked on Saturday.
  - ii) Nothing in the above paragraph shall affect the proviso relating to Custodians hours of work in subclause a) of this clause.
- c) As far as possible, the hours of work for employees shall be continuous from the time of starting work save for the interval for meals which shall not be more than one hour or less than 30 minutes. No employee shall be required to work for more than four and a half hours without a meal break.
- d) Where two people are jointly engaged for a position, the hours of work shall be computed separately.
- e) Employees shall be granted a rest period of 10 minutes in each period of four hours worked.

## **7. OVERTIME**

- a) All authorised time worked in excess of, or outside of the hours prescribed in subclause a) of clause 6 of this agreement shall be considered overtime and shall be paid for at the following rates; Time and a half for the first three hours, and thereafter double time. All overtime shall be calculated daily.
- b) All work performed on Saturday after 12 noon shall be paid for at double time rates of wages.
- c) All employees shall be paid double time rates for Sunday work required to be performed, with a minimum of three hours.
- d) When weekend work is required notification is to be received no later than 3.00pm Thursday.

## **8. CALLBACK**

When a custodian is called back to work after having completed work and left the place of employment he/she shall be paid a minimum of two hours. However if subsequent call-

backs occur within two hours and do not exceed that timeframe the call-backs shall be treated as one call back, although travel will be paid for every callout. Call-backs will require verification before any payment is made. Rate of pay for call-backs shall be double time.

## **9. ALLOWANCES**

- a) Transport shall be provided to their place of employment for employees who are required to start work before the commencement of public transport, or to finish work after the cessation of public transport provided that the institute can elect to pay transport costs at the rate per km as determined by IRD. For the purposes of this clause, public transport shall mean buses.
- b) A clothing allowance of \$0.18/hour shall be paid (non-taxable).
- c) Where practicable, tea, sugar and milk shall be supplied at all meal intervals and rest periods.

## **10. HIGHER DUTIES**

Any employee required to perform work for which a higher rate is prescribed shall be paid the higher rate for the period of such work.

## **11. ANNUAL LEAVE**

- a) All employees upon completion of 12 months' service shall become entitled to an annual paid holiday of four (4) working weeks, calculated in accordance with the Holidays Act 2003 and Holidays Amendment Act 2004. For the purpose of assessing an employee's holiday pay the institute has a fixed cut off day of 30 November. For employee with less than 12 months' service leaving owing shall be calculated in the appropriate proportion.
- b) On completion of five years' continuous service, each employee shall at the end of the fifth year and for subsequent years, be entitled to an annual holiday of five (5) working weeks instead of four.
- c) Annual leave shall be taken at a time recognised as quiet for the Institute dependent on the position. For those employees with more than five years' service the additional week's leave can be taken in conjunction with or separately from other leave as agreed upon between the employee and the employer.

## **12. LONG SERVICE AND RETIRING LEAVE**

### **Special Holiday for Long Service Leave**

- 1. An employee shall be entitled to special holidays as follows:
  - (a) One special holiday of two weeks after the completion of 15 years and before the completion of 25 years' continuous service within the education service.

- (b) One special holiday of two weeks after the completion of 25 years and before the completion of 35 years' continuous service within the education service.
  - (c) One special holiday of two weeks after the completion of 35 years' continuous service within the education service.
2. All such special holidays provided for in subclause 1 of this clause shall be on ordinary pay as defined by the Holidays Act 2003 and Holiday Amendment act 2004, and may be taken in one or more periods and at such times as may be agreed by the employer and the employee.
  3. If a worker having become entitled to a special holiday leaves his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof.
  4. The provisions of this clause shall not apply where an employer had in operation, or brings into operating an alternative scheme for rewarding service which is not less favourable to the worker than the foregoing.

### Retiring Leave

The following provisions for retiring leave are grandparented and apply only to those employees employer at Southern Institute of Technology prior to 1 December 1989.

Retiring leave may be granted to full-time workers on completion of 40 years' service, or on completion of 10 or more years' service at age 60 or over. The entitlement in working days ranges from 22 days after 10 years eligible service to 131 days after 40 years' service. A table of retiring leave entitlement is set out below. The maximum entitlement is as for 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.

<b>TABLE A</b>						
Entitlement in working days with service of years and months specified						
<b>MONTHS</b>	0	2	4	6	8	10
<b>Years</b>						
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	65					

<b>TABLE B</b>						
Entitlement in working days with service of years and months specified						
<b>MONTHS</b>	0	2	4	6	8	10
<b>Years</b>						
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	131					

### 13. STATUTORY HOLIDAYS

- a) The following holidays shall be given to all employees and paid for at relevant daily pay:
- New Years Day
  - Waitangi Day
  - Easter Monday
  - Anzac Day
  - The birthday of the reigning Sovereign
  - Christmas Day
  - The three days between Boxing Day and New Year's Day (these days will be holidays as long as it is so recorded in any SIT Allied Staff Collective Employment Agreement and are Institute Holidays which are not deducted from Annual Leave).
  - 2 January
  - Good Friday
  - Easter Tuesday
  - Anniversary Day
  - Labour Day
  - Boxing Day
- b) All authorised time worked on statutory holidays shall be paid for at double time plus alternative holidays.
- c) Should any of the holidays mentioned in subclause a) of this clause, except Waitangi Day or Anzac Day fall on a Saturday or Sunday, such holiday shall be observed on the next succeeding working day.

- d) When either Waitangi Day or Anzac Day falls on a weekend the following Monday shall be granted as a Statutory Holiday.

**14. SICK LEAVE AND DOMESTIC LEAVE**

- a) An employee shall be entitled to ten days sick leave per year. All sick leave shall be paid at the appropriate rate to the number of hours normally worked.
- b) Sick leave shall accumulate from one year to the next to 50 days be carrying forward any unused entitlement.
- c) In respect of absences of more than three consecutive days due to sickness the employer may require the production of a medical certificate.
- d) It shall be obligatory on the employee to ensure notice is given to the employer on the first day of absence due to illness.
- e) Sick leave shall not be paid in respect of any statutory or other holiday covered by this agreement for which the employee is entitled to full pay other than as provided for in the Holidays Act 2003 and Holiday Amendment Act 2004.

**15. BEREAVEMENT/TANGIHANGA LEAVE**

- a) Subject to acceptable verification an employee shall be entitled to 5 days’ bereavement leave on relevant daily pay upon the death of his/her Spouse, Partner, Child, and/or Parent.
- b) Subject to acceptable verification an employee shall be entitled to 3 days’ bereavement leave on relevant daily pay upon the death of his/her

Child	Brother or Sister	Grand Parent	Parent in Law
Grand Child	Step Child	Step Sister	Step Brother
Step Mother	Step Father	Step Parent in Law	

On any other occasion on which the employer accepts that by reason of the death of any person the worker has suffered bereavement, an employee, subject to acceptable verification, shall be entitled to up to 3 days’ bereavement leave on relevant daily pay.

- c) A spouse is the husband or wife in a legally registered marriage, including same sex marriages. The entitlement under this clause is inclusive to and not in addition to any entitlements under statutory Acts.

**16. RELEVANT DAILY PAY**

For the purposes of clauses relating to Public Holidays, Sick and Bereavement Leave, the term “relevant daily pay” is defined as follows:

“Relevant Daily Pay” reflects what an employee would have been paid if they had worked on the day in question. Any such calculation must include the employee’s hourly wage rate,

overtime payments, productivity or incentive payments or other payments if those payments would have been received had the employee worked.

## **17. PARENTAL LEAVE**

Parental leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

## **18. JURY SERVICE**

Paid leave shall be granted to an employee required to perform jury service subject to the employee paying to the employer all his/her service remuneration, and provided that the employee returns to work immediately on any day he/she is not actually serving on a jury.

## **29. HEALTH AND SAFETY**

Both the employer and employee shall comply with their obligations under the Health and Safety in Employment Act 2003. This includes the Employer taking all practicable steps to provide the Employee with a healthy and safe working environment. The Employee shall comply with all directions and instructions from the Employer regarding health safety and shall also take all reasonable steps to ensure that in the performance of their employment they do not undermine their own health and safety or the health and safety of any other person.

## **20. SAFETY AND PROTECTIVE CLOTHING**

- a) No employee shall be required to undertake the cleaning of toilets when they are in use.
- b) Safety devices shall be provided for employees required to work more than 3 meters from the ground, floor or verandah. The employer shall insist upon safety devices being used for all work performed more than 3 metres from the ground, floor or verandah. Failure to use provided safety equipment will lead to disciplinary action being invoked.
- c) When the employee is engaged in any work which might involve a hazard to the health and safety of the employee the employer shall provide clothing or equipment appropriate for the protection of the employee from such hazard. Failure to use provided safety equipment will lead to disciplinary action being invoked.
- d) Employees employed in cleaning toilets or who need protection for their hands for medical reasons shall be supplied with rubber gloves.
- e) The employer shall supply new gumboots if employees are required to wear them in the course of their employment.
- f) Raincoats and leggings shall be made available where these are required by employees in the course of their employment.
- g) All electrical polishing and scrubbing machines and vacuum cleaners with their leads shall be checked by a registered electrician or a registered electrical appliance service person at intervals not exceeding three months.

- h) Transformers shall be supplied at all times where an employee is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet shampooing and spray buffing.
- i) Overalls shall be made available specifically where these are required for employees to attend to the operation of boilers.
- j) Employees operating or working near noisy motorised equipment shall be provided with effective ear protectors.
- k) The employer will supply the necessary tools and equipment.
- l) Provision of such training as is deemed necessary for the safe handling of chemicals and potential hazards will be the responsibility of the employer.

## **21. EMPLOYMENT PROTECTION PROVISION**

- a) This clause applies in the event of a restructuring as defined by Section 69B of the Employment Relations Act 2000.
- b) In the event of the employer's business being restructured, the employer shall:
  - i) Notify all those employees whose work will be affected by the proposed restructuring.
  - ii) Subject to any obligations of confidentiality and commercial sensitivity, provide the affected employees with relevant information about the restructuring.
  - iii) Explore redeployment opportunities for the affected workers or, if applicable, advise them of their statutory right to elect whether to transfer to the new employer and the date by which they must make that choice.

## **22. REDUNDANCY**

- 1) Redundancy is a situation where the position of employment of an employee is or will become surplus to the requirements of the Employer's business.

In the event the Employer considers that the Employee's position of employment could be affected by redundancy or could be made redundant, the Employer shall, except in exceptional circumstances, consult with the Employee regarding the possibility of redundancy and, before a decision to proceed with redundancy is made, whether there are any alternative to redundancy (such as redeployment to another role). In the course of this consultation the Employer shall provide to the Employee sufficient information to enable understanding and meaningful consultation, and shall consider the views of the Employee with an open mind before making a decision as to whether to make the Employee's position of employment redundant. Nothing in this clause limits the legal rights and obligations of the parties.

In the event the Employee's employment is to be terminated by reason of redundancy, the Employee shall be provided with two months' notice in writing. This notice is in substitution for and not in addition to the notice set out in the general termination clause.

In the event the Employee's employment is terminated on the basis of redundancy, the Employee shall be entitled to redundancy compensation in the sum of:

- (a) 8% of salary for the preceding 12 months, or part thereof for employees with less than 12 months' service; and
- (b) 2% of salary for the preceding 12 months multiplied by the number of completed years of service up to a maximum of 19.

Where the Employee's position of employment is redundant by reason of the sale or outsourcing or merger or transfer of any part of the Employer's business or operations, the Employee shall not be entitled to redundancy compensation if they are offered similar employment by the purchaser, transferee or merged entity, on terms of employment which are no less favourable than the Employee's terms of employment at the time of the sale or outsourcing.

### **23. GENERAL CONDITIONS**

- a) An employee may not delegate all or any part of his/her work without the approval of a representative of the employer.
- b) The employer shall provide facilities for the storing of implements and materials, and facilities for the employees to change their clothes while he/she remains in his/her present position of employment.
- c) Employers shall provide all implements and materials including mops and wringer buckets, where necessary, for the purpose of carrying out the work covered by this agreement, including such tools as necessary minor maintenance.
- d) Where practicable, hot water shall be supplied at all times where scrubbing is to be done.
- e) Nothing in this agreement shall be construed as prohibiting employees from doing relieving duty of not more than two hours per day at other than their usual occupation without alternation in their usual weekly wages: provided that not more than the weekly hours fixed in clause 6 of this agreement are worked.

### **24. TERMINATION OF EMPLOYMENT**

- a) In the case of employees engaged on a fortnightly basis, two weeks' notice of termination of employment shall be given on either side: but this shall not prevent the summary termination of employment for misconduct. Where the employment is terminated without the requisite notice, or without good cause, one week's wages shall be paid or forfeited, as the case may require. Where practicable all wages shall be paid immediately on termination of employment subject to the return to the employer of all keys.
- b) In the case of employees engaged on an hourly basis, the period of notice to be given by either party shall be twice the number of average hours worked in a 24 hour period of the previous week, but not exceeding eight hour working period: but this shall not prevent the summary termination of employment for misconduct. Where the appropriate notice is not given the appropriate wages shall be paid or forfeited as the case may require.

- c) Where the above notice is given, and subject to all cases to the prior return of keys, clothing, equipment etc, then the employee shall either be paid on the completion of his/her duties, or the employer shall within three working days of the completion of the employee's duties post a remittance or cheque for the net amount due to the employee. If the employer fails to comply with this provision, he/she shall be liable to a penalty of 15 per cent of the net amount due, such penalty to be paid to the employee subject to the return to the employer of all keys, clothing, equipment etc.
- d) In the case of misconduct or dereliction of duty SIT's Policy and Procedure – Allegation of Non-Performance and/or Misconduct shall apply (Refer to Appendix 1)

## **25. PAYMENT OF WAGES**

- a) All wages/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/salaries shall be paid not later than Wednesday of the pay period. All wages shall be paid by cheque or direct credit to the employee's nominated account.
- b) Workers shall be provided with full details of their earning on an approved pay advice form showing hourly or weekly rate, wages/salaries, overtime, allowances and all deductions from the worker's wages each time there is a change to the normal two weekly pay.

## **26. ABANDONMENT OF EMPLOYMENT**

Where an employee absents himself from work for a continuous period exceeding five days without the consent of the employer, or without good cause or without notification to the employer, he/she shall be deemed to have terminated his/her employment. The employer shall not terminate employment for reasons of abandonment without first making reasonable attempts to contact the employee.

## **27. POLICY AND PROCEDURES**

SIT's Policy and Procedures are housed within the SIT Quality Management System. The employer will issue and review from time to time policy and procedures and employees are expected to comply with these. Such policies and procedures will not override this Agreement.

## **28. PAID EDUCATION LEAVE**

The annual allocation of paid education leave for employees bound by this collective agreement will be calculated pursuant to Section 74 of the Employment Relations Act 2000.

All applications for paid education leave will be given fair and reasonable consideration by SIT and the number of employees able to attend education sessions at any one time will be dependent on the organisation's operational requirement at the time.

## **29. RIGHT OF ENTRY UPON PREMISES**

Subject to the Employment Relations Act 2000 the union 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 of the purpose of interviewing any employees represented by the union. The union shall, with the consent of the employee(s) concerned, have access to wages, holiday and time records.

## **30. VARIATION**

The parties to this collective employment agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.

## **31. STOP WORK MEETINGS**

The staff employed under this agreement may hold stop-work meetings of up to 4 hours per year with their union. Such meetings to be of no longer duration than two hours; provided that such meetings shall be arranged at a place, on a day and at a time as agreed to with the employer. At least two weeks' notice of intention to hold such a meeting will be given.

Employers shall be entitled to make a rateable deduction from weekly wages for all time lost in attending stop work meetings. Provided however that if absence from work for the purpose of attending the meetings specified in this clause is confined to two hours or less, all employees who attend shall not suffer loss of ordinary time wages, provided also that satisfactory arrangements for the maintenance of continuous processes are made.

## **32. DELEGATES RIGHTS**

The employer will recognise delegates, chosen by employees as the union representatives.

## **33. UNION FEE DEDUCTIONS**

The employer shall deduct union fees, as requested in writing by the employee and forward to the Tertiary Education Union, via direct credit at least monthly. A schedule detailing employee name and amount of deduction will be posted or e-mailed to the union within the same time-line.

## **34. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS**

The Southern Institute of Technology and TEU have agreed on the following procedure to resolve any employment relationship problems.

1. Employment Relationship problems include:
  - (a) A personal grievance: (a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
  - (b) A dispute: (about the interpretation, application or operation of an employment agreement).

- (c) Any other problem relating to or arising out of an employee's employment relationship with Southern Institute of Technology except matters relating to the fixing of new terms and conditions.
  - (d) An employee has the right to seek support and assistance of Tertiary Education Union or to seek information from the Mediation Service, Ministry of Business, Innovation and Employment at any time.
2. If an employee believes there is a problem with their employment relationship with Southern Institute of Technology they should tell their supervisor, either personally or through Tertiary Education Union as soon as practicable.
    - (a) That there is a problem and the details of the problem or dispute; and
    - (b) Why they are feeling aggrieved; and
    - (c) What solution they seek to resolved the grievance, dispute or problem.
  3. If for any reason an employee feels unable to raise the matter with their supervisor, other suggested contacts are:
    - Facilities Manager
    - Human Resource Manager
    - Chief Executive
  4. In the case of a personal grievance, an employee must raise the matter with the employer within 90 days of the grievance occurring or coming to their notice, whichever is the later. A written submission is preferable but not necessary.
  5. The employee, with their support person or representative and Southern Institute of Technology shall meet to discuss and attempt in good faith to resolve the employment relationship problem.
  6. Where the employment relationship problem is not resolved by the parties in discussion, the employer or the employee may, without undue delay, seek the assistance of the Mediation Service, Ministry of Business, Innovation and Employment.
  7. Both parties must cooperate with the Mediation Service in a further effort to resolve the problem.
  8. The employee and Southern Institute of Technology acknowledge that the service provided by the Mediation Service is confidential and if it does not resolve the problem is without prejudice to the parties' positions.
  9. Any settlement of the problem agreed to by the parties and signed by the mediator will be final and binding.

10. If the problem is not resolved by mediation, either party may refer the problem to the Employment Relations Authority for investigation and determination.
11. If either party is dissatisfied with the determination of the Employment Relations Authority it may appeal the Employment Relations Authority's determination to the Employment Court.

### **35. COMPLETENESS**

The terms and conditions of employment set out in the Agreement replace any previous arrangements and understandings.

Signed for and on behalf of

Southern Institute of Technology

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Penny Simmonds (Chief Executive)

Date:

Signed for and on behalf of

Tertiary Education Union Te Hautū Kahurangi o Aotearoa

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Nanette Cormack (Deputy Secretary)

Date:

## **APPENDIX 1**

### Variation to Policy and Procedures

#### Allegation of Staff Non-Performance and/or Misconduct

It has been agreed between the Tertiary Education Union and Southern Institute of Technology that:

- Members of TEU will not be required to provide SIT with a written statement of events, should any disciplinary action be brought against them. It is agreed, however, that a verbal account of events will be given by the employee.
- While verbal and written warnings will have no finite time limits, with these being set after taking into consideration what is fair and reasonable having regard to all the circumstances, no warning shall remain on an employee's file for longer than 12 months.