



ARA INSTITUTE OF CANTERBURY

**ALLIED STAFF
COLLECTIVE EMPLOYMENT AGREEMENT**

Effective from: 1 July 2020
Expires: 30 June 2022

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1. AGREEMENT COVERAGE

- 1.1. This Collective Employment Agreement is made under the Employment Relations Act 2000 between:

Ara Institute of Canterbury Ltd (Ara, the Employer)
AND the Tertiary Institutes Allied Staff Association (TIASA)

1.2. Coverage Clause

This agreement shall apply to and be binding on:

- (a) parties to the agreement; and
- (b) subject to clause 1.3, those Employees who are members of TIASA and who are engaged in allied work including:
 - Administration
 - Financial Services
 - Printery
 - Secretarial and Clerical
 - Information technology services
 - Marketing/communications; public relations
 - Recruiting; liaison; student support
 - Pastoral Care (Counsellors and Disability Advisors)
 - Telephone
 - People & Development and Payroll
 - Facilities Services and Maintenance
 - Library
 - Technician
 - Career Counselling
 - Supervisory management in any of the above areas

1.3. The collective agreement does **not** include coverage of:

- 1.3.1. Positions designated as senior in terms of section 74 (d) of the State Sector Act 1988, Health Nurses, Childcare Staff, Custodians.
- 1.3.2. Any Employee covered by this Agreement who is subsequently offered and accepts an Individual Employment Agreement for senior staff (being the holder of a position designated a senior position in terms of Section 74(d) of the State Sector Act 1988) shall cease to be a party to this Agreement.

1.4 The Employer will:

- 1.4.1 Inform the Employee that this Agreement exists and covers the work to be done by the Employee; and
- 1.4.2 Provide the Employee with a copy of this Agreement; and
- 1.4.3 Inform the Employee that she/he may join TIASA and advise the Employee how to contact TIASA; and
- 1.4.4 Inform the Employee that if the Employee joins TIASA, she/he will be bound by the Agreement; and
- 1.4.5 Inform the Employee that her/his name will be advised to TIASA as a new Ara Employee.



2. VARIATION OF THE AGREEMENT

- 2.1 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.
- 2.1.1 The Employer undertakes to inform the Employees of the right to contact TIASA.
- 2.1.2 The Employer shall provide TIASA with a copy of any proposal by the Employer prior to agreement with the Employees being finalised.
- 2.2 The parties have agreed that this Agreement may be varied during its term by agreement between the Employer and the Employees directly affected by the proposed variation. Such variation shall only have application to the Employees who have agreed in writing to the varied terms. Other Employees shall continue to be covered by the original provisions of this Agreement.

3. DEFINITIONS

The following definitions shall apply:

- 3.1 "**Employer**" means the Chief Executive of Ara Institute of Canterbury, or any manager acting with his/her delegated authority.
- 3.2 "**Institute**" means polytechnics, institutes of technology, technical institutes, community colleges, and any corporation, trust or enterprise established by the Employer or the Governing Body of the Employer party to this Agreement
- 3.3 "**Employee**" means a person employed in terms of Clause 1 of this Agreement.
- 3.4 "**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).
- 3.5 "**Part-Time Employee**" means an Employee who undertakes the duties of a position of less than the normal hours of work (i.e. 37.5 hours per week).
- 3.6 "**Fixed Term Employee**" means an Employee engaged in a defined task or project of a fixed term nature including acting in a relieving capacity.
- 3.7 "**Grade**" means a division of a salary scale in respect of which a particular salary or range of salaries is payable.
- 3.8 "**Union**" means the Tertiary Institutes Allied Staff Association (TIASA).
- 3.9 Minimum break between spells of duty - "**Ordinary Work**" means work during the hours which are normally paid at ordinary time rate for the day.
- 3.10 "**Nine Hour Break**" means a period off duty of nine (9) consecutive hours.
- 3.11 "**Unbroken Work**" means ordinary work which is separated from the preceding period of ordinary work by less than a nine (9) hour break.

4. TERMS OF EMPLOYMENT

4.1 Trial and Notice Periods:

- 4.1.1 At the discretion of the Employer, every person (other than a fixed term appointee) who is first appointed, or reappointed after a break of employment from the Institute may be required to undergo a trial period of up to three (3) months.
- 4.1.2 It is agreed in principle that provision be made for the three (3) month trial period to be extended for senior appointments. The level of salary and the length of trial have yet to be agreed to by the parties.
- 4.1.3 The Employer may in individual cases for good reason extend the trial period for a specified period of no more than three (3) months, by notice in writing to the Employee.
- 4.1.4 An Employee on trial will continue to be employed on trial until his/her appointment to the Institute is formally confirmed or terminated.
- 4.1.5 If no such formal action is taken within two (2) weeks of the last date of the trial period (including any extension) expiring, appointment to the Institute is automatically confirmed.
- 4.1.6 Except as provided herein, an Employee shall not terminate his/her employment or have his/her employment terminated by the Employer, without providing the notice mutually agreed to at the Employee's appointment, or without at least one month's notice. The notice period can be varied by mutual agreement of the Employer and the Employee.
- 4.1.7 In cases of redundancy, the notice shall be not less than two months.
- 4.1.8 The Employer may, before the expiration of any notice given under Subclauses 4.1.5 and 4.1.6 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.
- 4.1.9 Nothing in 4.1.5 and 4.1.6 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.

5. SALARIES

- 5.1 All salaries shall be paid on a fortnightly pay cycle, no later than three (3) working days after the end of the pay period, provided that salaries shall be paid no later than Wednesday of the pay period.
- 5.2 All salaries shall be paid by direct credit authority from the Employer unless agreed otherwise.

- 5.3 Rates of annual salaries to be paid to Employees are listed in Schedule A of this Agreement.
- 5.4 Salary progression criteria are listed in Schedule A.
- 5.5 The Employer may allow additional or accelerated salary steps.
- 5.6 The salaries listed are the minimum rates of pay.
- 5.7 A profile of salaries paid to Employees under the Collective Employment Agreement shall be made available to TIASA at the end of each financial year. The data will include the number of people on each grade and step, the gender and commencement date of employment.

6 HOURS OF WORK

- 6.1 The following provisions shall apply to all staff with exceptions as noted:

Subject to the provisions of Subclauses 6.1.1 to 6.1.4 below, to the whole holiday provisions in Clause 11 and authorised leave of absence, an Employee shall normally observe the following ordinary hours of work: The ordinary hours of work shall be thirty-seven and a half hours (37.5) per week, seven and a half hours (7.5) per day, to be worked between 7am and 9pm on five consecutive days, Monday to Saturday.

For Employees rostered for shift duties on weekend work or in the Learning Resource Centre (Library), the ordinary hours of work shall be 7.5 hours a day and 37.5 hours a week to be worked between 7 am and 9 pm on five (5) consecutive days of the week.

It is agreed that no member of TIASA covered by this agreement should be disadvantaged by the consolidation of the Hours of Work provisions.

- 6.1.1 The ordinary hours of work may be varied between the Employer, TIASA and the Employee concerned, provided that they do not exceed 37.5 hours per week.
- 6.1.2 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.
- 6.1.3 Changes in hours of work:
No Employee covered by this agreement shall have his/her existing hours of work altered other than by agreement between the Employee and Employer.
- 6.1.4 (a) No Employee covered by this agreement and employed by the Institute as at 1 February 2000 shall be required to carry out Saturday work other than by agreement.
(b) Employees whose ordinary hours of work include Saturday shall not be entitled to overtime for the ordinary hours worked on that day.

- (c) Only hours exceeding ordinary hours as defined in clause 6.1 shall qualify for overtime as per clause 7.1.1 and clause 7.1.8.

Breaks

- 6.1.5 Each Employee shall be allowed a rest break of 10 minutes each in the morning and afternoon at times specified by the Employee's manager.
- 6.1.6 Each Employee shall, wherever practicable, be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.
- 6.1.7 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.

7 OVERTIME AND PENAL TIME

- 7.1 The following conditions apply to **All Staff** as specified below:

- 7.1.1 "**Overtime**" is the time worked as follows:

Monday-Friday: all hours worked after completing 7.5 hours at ordinary time rate for the day.

Saturday except as provided for in clauses 6.1 and 7.2.1

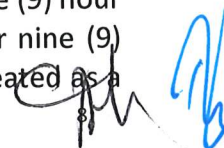
Sunday except as provided for in clause 7.2.1

Public holiday: all time worked subject to the provisions of clauses 7.1.8 and 12.1.

Penal time is time (other than overtime) worked within ordinary weekly hours of work on a Saturday, Sunday or recognised holiday, subject to the provisions for rostered staff and overtime and penal free hours in clauses 6.1 and 7.1

Overtime and penal time in the Learning Resource Centre (Library): Overtime is time worked in excess of seven and a half (7.5) hours a day, Monday to Friday inclusive, and all time, other than penal time, worked on a Saturday, Sunday or service holiday when such work has been properly authorised.

- 7.1.2 Wherever practicable, no Employee shall be required to perform unbroken work.
- 7.1.3 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.
- 7.1.4 Time spent off duty during ordinary hours solely to obtain a nine (9) hour break shall be paid at ordinary time rates. Any absence after nine (9) hours of such a break, if it occurs in ordinary hours, shall be treated as a



normal absence from duty.

7.1.5 Overtime rates: Subject to the provisions of 7.1.1 above, and 7.1.8 and 7.1.9 below, overtime shall be paid at the rate of time one (1) and a half (1/2) (T1 1/2) for the first three (3) hours and double time (T2) thereafter, except the double time (T2) shall be paid for all overtime worked as follows:

- (a) between 9 p.m. and 6 a.m.;
- (b) between midday Saturday and 6 a.m. on Monday; and
- (c) on whole holidays as defined in Clause 11.

7.1.6 An Employee required to work overtime on a Saturday, Sunday or whole holiday shall be paid a minimum payment equal to three (3) hours at the appropriate rate.

7.1.7 An Employee shall be compensated for authorised overtime by one of the following options which must be agreed to with the Employee when the overtime is authorised:

- (a) time off in lieu of one (1) hour for each hour worked; or
- (b) the payment of all overtime hours at the appropriate rates contained in this Agreement.

When time in lieu is taken it must be at times convenient to the Institute's operation, and arranged in advance. The taking of accumulated time in lieu may be directed by the Employer.

- (c) Only in exceptional circumstances and with the agreement of the Manager may time off in lieu be carried longer than one (1) month.
- (d) Time off in lieu may be accumulated to a maximum of 37.5 hours. If time off in lieu is not able to be taken within a six (6) months of accumulation it shall be paid at time and a half.

7.1.8 Limits on payment of overtime: For the purposes of this clause, references to Grades and Steps are to the salary scale as prescribed in Schedule A. Overtime shall not be paid for at rates higher than appropriate to the work being performed unless payment relates to working on a public holiday.

The following limits shall apply:

- (a) limit on salary eligibility: An Employee receiving a salary (including higher duties allowances) that equates to Grade 7/2 or more, is not entitled to overtime payments;
- (b) limit to earnings: An Employee in receipt of a salary (including higher duties allowances) that is less than the eligible limit, is able to earn the difference between that salary and Grade 7/2 as overtime payments.

7.1.9 The Employer may utilise up to fifty (50) hours per weekend free of penal time or overtime for courses held at the weekend or other demonstrated need.

7.1.10 In the event of the Employer believing more penal free time than that specified in clause 7.1.9 above is necessary in order to offer courses and programmes which competitively meet market opportunities, representatives will consult with the local branch of TIASA as early as possible and provide the business case so that agreement may be reached as soon as possible. Any agreement reached on additional penal free hours will be formalised as a variation to this collective agreement.

7.2 General Provisions

7.2.1 When overtime is worked, it shall be so arranged that an Employee has a break of at least nine (9) consecutive hours between the cessation of duty on one day and the commencement of duty on the next. Any normal hours not worked for the purposes of allowing an Employee a nine (9) hour break shall be paid as if they had been worked. If an Employee is directed to recommence work without having had such a nine (9) hour break, all ordinary hours so worked shall be deemed to be overtime until such time as a nine (9) hour break has been given.

7.2.2 Penal rates for Learning Resource Centre (Library) staff: Subject to the provision of 7.2.4 and 7.2.6 below, penal time shall be paid at the following rates in addition to normal salary:

(a) On or after midnight Friday/Saturday to midday Saturday at time half (T1/2), for the first three (3) hours, then time one (T1), thereafter.

(b) Midday Saturday to midnight Sunday/Monday at time one (T1).

(c) Service holidays: double time rate (T2).

7.2.3 Computation of overtime and penal rates: For the purposes of calculating the hourly rate, annual salary shall be divided by 2088.

Limits on payment for overtime and penal time: The provisions of 7.1.8 in this Clause shall apply except that overtime and penal rates shall not be paid in respect of the same hours. Overtime and penal time shall not be paid for at rates higher than appropriate to the work being performed.

7.2.4 LRC (Library) Staff 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 T1/4 additional to salary for all ordinary hours of work between the hours of 8 p.m. to 6 a.m. (including weekends). Penal rates will be additional to the night rate but will be calculated on the ordinary time hourly rate.

- (b) The minimum payment for night rate shall be two (2) hours even if the part of a shift which falls between the hours of 9 p.m. and 6 a.m. is less than two hours.

7.2.5 Night rate allowance:

The maximum hourly rate shall be \$5.04, increasing to \$5.11 from 1 July 2021.

7.2.6 **Frontline Service Principle:** To ensure and maintain a frontline service, which includes the provision of circulation, reference and information services to customers at the weekend, penal rates shall not apply to the following roles on a Saturday or Sunday.

- (a) Library Assistant
- (b) Assistant Librarian

The primary function of weekend circulation service is to provide lending of materials to students, re-shelving material, telephoning clients and other front desk duties. The primary function of the weekend information service is to assist customers with databases and information searches, help retrieve information and other front line duties.

Hours worked on the weekend by Employees fulfilling these roles will not exceed 75 hours.

Those Employees employed to work these roles on a Saturday and/or Sunday will be paid at the appropriate rate for these roles.

8. CALL BACK

8.1 Subject to the provisions of 8.3 and 8.4 below, where an Employee is called back to work after:

- (a) completing the day's work;
- (b) leaving the place of employment; or
- (c) is called back before the normal time of starting work and does not continue working until such normal starting time.

8.2 The Employee shall be paid for a minimum of three (3) hours, at the appropriate rate.

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

8.4 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.



9. PROFESSIONAL DEVELOPMENT TIME

Professional development activities include personal growth, professional and career development activities which may reasonably be construed as work related.

9.1 Employees shall be allocated five (5) working days of Professional Development time in each full year they are employed reduced on a pro rata basis for part-time staff and abated for periods of employment less than a full year subject to the following:

- (a) The submission by the Employee of proposed activities which accounts for the time or its equivalent by 31 March each year.
- (b) The content and timing of Professional Development must be agreed to by a senior manager.
- (c) Professional Development can include any identified skill or performance development relating to the Employee's position.
- (d) Professional Development time may be carried forward into another year by agreement with the Employer.

10. ANNUAL LEAVE

10.1 Subject to the provisions of 10.2 to 10.6 below an Employee shall be granted annual leave as follows:

- four (4) weeks annual leave at the end of one year of continuous service
- five (5) weeks annual leave at the end of five years of continuous service

10.2 Where an employee in any leave year takes special leave either paid and/or unpaid for any period or any combination of periods that in total exceeds 35 days (including Saturdays and Sundays) the Employer will determine the rate of accrual of annual leave. Refer to Clause 17.

10.3 "Leave Year" means a year ending on 31 January each year, except in the Employee's first year of service.

10.4 An Employee who is granted study leave or a bursary shall be granted such annual leave as the Employer may approve.

10.5 Annual leave shall be taken within twelve (12) months of accrual of entitlement. The Employer may agree to carry forward either all or in part any untaken leave. All other provisions of the Holidays Act 2003 shall apply.

10.6 Annual leave shall be paid in the normal pay cycle in which the leave is taken unless agreed otherwise and such agreement shall not be reasonably withheld.

11. PUBLIC AND INSTITUTE HOLIDAYS

11.1 The following days shall be observed as whole holidays:
Christmas Day

Boxing Day
The day after Boxing Day
New Year's Day
The day after New Year's Day
Waitangi Day
Good Friday
Easter Monday
Easter Tuesday (not a Public Holiday)
Anzac Day
Sovereign's Birthday
Labour Day
Anniversary Day (as observed in the locality concerned).

11.2 In the event of a whole holiday including Anzac Day or Waitangi Day falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the whole holiday shall be observed on the succeeding Tuesday.

11.3 The non-statutory days between Christmas Day and New Year's Day shall be observed as paid Institute leave days, not counted against annual leave.

12. TIME OFF FOR WORKING ON PUBLIC HOLIDAYS

12.1 (a) Any Employee may be required to work on any of the days or substituted succeeding days set out in Clause 11.1 and 11.2. If an Employee is required to work on a public holiday or substituted succeeding day and that day would have been an ordinary day of work but for the public holiday either

(i) overtime shall be paid in accordance with the provisions of Clause 7, or

(ii) if the Employee is not entitled to any such payment under Clause 7, then the Employee shall be paid time and a half for the time worked.

(b) Any Employee who is required to work on a day that would be a normal day of work but for the public holiday must be provided with an alternative holiday on a later day. The timing of the alternative holiday shall be agreed with the Manager and the Employee and must be taken within 12 months of the entitlement arising.

12.2 Any Employee may be required to work on a designated Institute holiday identified in Clause 11.3 will receive time in lieu of a value of hour for hour worked.

13. SICK LEAVE

13.1 Subject to 13.2 to 13.9.4 below, an Employee who is absent from duty due to sickness or injury, where compensation is not being paid in terms of the Accident Insurance Act 1998 and its Amendments, shall be entitled to leave on full pay as prescribed in 13.9 below.

13.2 Subject to the provisions of 13.3 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 working weeks excluding Saturdays and Sundays, and excluding whole holidays or substituted succeeding days, where applicable, which may fall during the period.

- 13.3 Where an Employee is absent on sick leave for less than one (1) 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 (2) hours and less than six (6) hours; the Employee shall be deemed to have taken one day's sick leave if absent for more than six (6) hours during the day.
- 13.4 Subject to the provisions of 13.5 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 controlling officer within thirty (30) minutes of normal starting time, or when flexible working hours apply, before 9.30 a.m. Where absence on sick leave, whether with or without pay, extends beyond five (5) consecutive days, the Employee must produce to the Employer a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 13.5 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.
- 13.6 Where an Employee is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Accident Insurance Act 1998 and its Amendments 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 13.9 below.
- 13.7 Whether or not sick leave entitlement has been exhausted, an Employee may elect to have all or part of an absence due to sickness debited against annual leave entitlement under Clause 10.
- 13.8 Where an Employee must, because of an emergency, stay home to attend to a member of the household who through illness becomes dependent on the Employee, leave on full pay may be granted as a charge against the Employee's sick leave entitlement beyond that provided for in the Holidays Act 2003.

The term "**Member of the Household**" shall refer to the Employee's child or partner and may include other members of the Employee's family.

13.9 Entitlement

13.9.1 All Employees appointed on or after 3 March 2000, subject to Clause 13.9.6 below will be entitled to ten (10) days sick leave on appointment.

13.9.2 Employee's entitlement will then be increased by 10 days at the end of the first year of appointment and every year thereafter to a maximum of 260 days. If the Employee's entitlement is at 260 days and is reduced by the claiming of paid sick leave, the Employee will be eligible for up to a maximum of 10 days sick leave each year to maintain the maximum of a

total of 260 days sick leave entitlement.

13.9.3 Any statutory or Institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.

13.9.4 In exceptional circumstances the Employer may grant additional sick leave either on pay or without pay in excess of the entitlements specified above.

13.9.5 A full-time Employee who works five days a week will have a maximum of five days sick leave deducted for a week of absence.

13.9.6 The sick leave entitlement will be reduced on a pro-rata basis for part-time staff and abated for periods of employment less than a full year.

14. BEREAVEMENT / TANGIHANGA LEAVE FOR DEATH IN NEW ZEALAND OR OVERSEAS

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

14.2 If a bereavement occurs while an Employee is absent on annual leave, sick leave with pay, or other special leave with pay, such leave may be interrupted and bereavement leave granted in terms of 14.1 above. This provision will not apply if the Employee is on leave without pay.

15 PARENTAL LEAVE

Parental leave is the inclusive term applied to leave taken as maternity leave, partner/paternity leave or extended leave.

15.1 A woman who becomes pregnant or any employee who adopts a child who is not more than 5 years old and who, at the expected date of delivery or date of assumption of care of the child with a view to adoption, has been employed either part-time or full-time, for at least ten (10) hours a week on average for either:

- (a) the immediately preceding twelve (12) months, or
- (b) the immediately preceding six (6) months

will be eligible for maternity/paternity leave (granted as leave without pay) for each birth or adoption that occurs during her/his employment at the Institute.

15.2 An application for parental leave must be made at least two (2) months, with three (3) months' notice being desirable, before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.

15.3 Maternity leave must be taken in one continuous period and is either 14 weeks in duration for those staff who meet the criteria in 15.1 (a) or 13 weeks in duration for those staff who meet the criteria set out in clause 15.1 (b).

- 15.4 Partner's/Paternity leave is unpaid leave available to any employee who meets the eligibility criteria as set out in the Parental Leave and Employment Protection Act and will be provided as a one off period of either one week or two weeks. If the eligibility criteria are met then employees who have been employed either part-time or full-time, for at least ten (10) hours a week on average for either:
- (a) the immediately preceding twelve (12) months in which case two weeks leave shall be provided or
 - (b) the immediately preceding six (6) months in which case one week leave shall be provided.
- 15.5 (a) Extended leave of up to twelve (12) months is to be granted to an Employee with at least one (1) years continuous service at the time of commencing leave where the employee:
- (i) gives birth to and assumes primary care of the child or
 - (ii) is the partner of the person who gives birth to the child and the employee assumes primary care of the child or
 - (iii) adopts a child under the age of five (5) years and assumes primary care of the child.
- (b) For an Employee with less than one (1) year's continuous service maternity leave of up to six (6) months is to be granted.
- 15.6 Where an employee who is entitled to maternity leave or extended leave of up to twelve months returns to their substantive position before or at the expiration of the leave s/he qualifies for a payment equivalent to thirty (30) working days leave with pay in the first pay period after returning to duty.
- 15.7 However, an employee who is absent on maternity and/or extended leave for less than six (6) weeks (thirty (30) working days) will receive that proportion of the payment provided in 15.6 above which his or her absence represents to thirty (30) working days.
- 15.8 An Employee who returns to work on a part-time basis qualifies for the payment provided in 15.6 or 15.7 above, as appropriate at the end of six (6) months service provided that she was previously employed on a full-time basis.
- 15.9 An employee who is entitled to the grant as described in 15.6,15.7,15.8 and resigns or reduces their substantive position within 6 months of return may be required to refund the payment on a pro rata basis based upon one week (five days) forfeiture for each month or portion thereof not worked. This is to be assessed on a case by case basis in consultation with TIASA.
- 15.10 Subject to the provisions of 15.3 to 15.9 above parental leave may be granted for each birth or adoption that occurs whilst the Employee is employed in the Institute. It is not to be granted as sick leave on pay or sick leave without pay
- 15.11 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. Annual leave will accrue during the period of parental leave and payment for any annual leave taken in the 12 months after the return from parental leave will be calculated using the average earnings of the employee for the preceding 12 months immediately prior to the taking of the annual leave.

15.12 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.

Note: The provisions of the Parental Leave and Employment Protection Act 1987 shall also apply to all Employees. The leave provisions outlined above, specifically the grant in clauses 15.6 or 15.7, shall not be less than, but will not be in addition to, conditions provided under relevant legislation.

16 SERVICE FOR LEAVE PURPOSES

16.1 For the purposes of Clauses 10, 13, 19 and 35 the following definitions apply:

16.2 "Service"

- (a) In the case of Employees engaged by the Employer as at 1 June 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). See Schedule E for relevant provisions of Document 152.
- (b) In the case of Employees engaged after 1 June 1992, service shall mean continuous service within the polytechnic sector.
- (c) In the case of Employees engaged after 31 March 2007 service shall mean only continuous service with Ara.

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

16.4 The term "Week" means:

- (a) five (5) working days in the case of an Employee who usually works five (5) days in each week;
- (b) five (5) and a half (1/2) working days in the case of an Employee who usually works five (5) and a half (1/2) days a week; or
- (c) six (6) working days in the case of an Employee who usually works six (6) days in each week.

16.5 "Leave Year" means:

- (a) A period of time ending on 31 January each year;
- (b) Except in the case of a new Employee for whom it means the first anniversary date of appointment.

16.6 In any instance where an Employee has received a benefit for severance or enhanced early retirement and that Employee has had service recognised in accordance with 16.2 (a) or (b) 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.

17 SPECIAL LEAVE

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

17.2 The employer recognises the seriousness that domestic violence can have on an employee and the potential impacts that can arise in the workplace. The employer is committed to complying with all of the legal protections for employees affected by domestic violence that were brought in to effect on 1 April 2019 under the Domestic Violence – Victims Protection Act 2018.

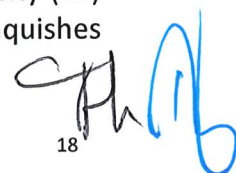
18. LONG SERVICE LEAVE

18.1 Subject to the provisions of 18.2 to 18.6 below, an Employee shall:

- (a) on the completion of ten (10) years continuous service be granted one week long service leave, to be taken as one week.
- (b) on the completion of fifteen (15) years continuous service be granted a further one week long service leave, to be taken as one week.
- (c) on the completion of twenty (20) years continuous service be granted a further two (2) weeks long service leave with full pay, to be taken in at least one week lots.

18.2 Subject to the provisions of 18.3 below, long service leave shall be forfeited if:

- (a) the week granted on completion of ten (10) years continuous service is not taken within five (5) years of the completion of the ten (10) years continuous service or before the date the Employee relinquishes office.
- (b) the week granted on completion of fifteen (15) years continuous service is not taken within five (5) years of the completion of the fifteen (15) years continuous service or before the date the Employee relinquishes office.
- (c) the two (2) weeks granted on completion of twenty (20) years continuous service is not taken within five (5) years of the completion of twenty (20) years continuous service, or before the date the Employee relinquishes office.



- 18.3 An Employee who becomes eligible for long service leave within two (2) 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.
- 18.4 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.
- 18.5 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/partner 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.
- 18.6 When an Employee resigns or gives notice of resignation, long service leave to which there would have been entitlement shall be forfeited unless agreed exceptional circumstances prevail.
- 18.7 Where an Employee is subject to the operation of the Severance option as specified in Clause 35.6 then any Long Service Leave entitlement that remains outstanding will be cashed up separately.

19 RETIRING LEAVE

- 19.1 (a) Retiring leave, as set out in Schedule B, may be granted to a permanent Employee who retires.
- (b) Only permanent Employees who are within ten (10) years of reaching the age eligibility for National Superannuation may apply for retiring leave.
- 19.2 The amount of retiring leave granted to an Employee shall be reduced by the amount of long-service leave taken by the Employee.
- 19.3 Retiring leave shall be calculated on a pro rata basis according to the Employee's record of service.

20 HOLIDAYS FALLING DURING LEAVE OR TIME OFF

- 20.1 Leave With Pay: Where a holiday falls during a period of annual leave, sick leave with pay, or special leave with pay, an Employee is entitled to that holiday, which is not to be debited against such leave.
- (a) 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.

20.2 Leave Without Pay: An Employee shall not be entitled to payment for a whole 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.

20.3 Leave on Reduced Pay: An Employee shall not be paid at ordinary time rate for a whole holiday falling during a period of reduced pay.

21 PAYMENT OF TAXABLE EXTRA PAYMENT AS HOLIDAY PAY

21.1 Calculation of the payment of taxable extra holiday pay will be made in accordance with the Holidays Act 2003 and its amendments.

22 TRAVELLING ALLOWANCE

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

23 MEAL ALLOWANCE

23.1 An Employee who has been directed to work overtime over and above their hours of work as set out in Clause 6.1.1 and whose working hours will as a result span 2 meal breaks shall be paid the meal allowance rate for one of those meals.

The allowance shall be paid at the rate of \$16.74, increasing to \$16.97 from 1 July 2021.

24 MOTOR VEHICLE ALLOWANCE

24.1 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 in accordance with the Inland Revenue Department's Motor Vehicle Mileage Reimbursement Rates.

25 SPECIAL ALLOWANCE

25.1 The Employer may grant an allowance to an Employee performing special duties.

26 HIGHER DUTIES ALLOWANCE

26.1 The following conditions shall apply to all Employees:

An Employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position shall be granted a higher duties allowance to the equivalent of the difference between the Employee's current salary and the salary which would be received if the Employee were appointed to the higher graded position.

26.2 To qualify for payment of a higher duties allowance an Employee must perform the duties for five (5) consecutive working days.

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

27 TEA PROVISION

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

28 PROTECTIVE CLOTHING

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

28.2 An Employee who is required to undertake duties of an obnoxious, infectious or contaminating nature, e.g. spraying or handling dangerous weed killers, insecticides, and acids, shall be provided, as appropriate, with protective equipment such as a cap, goggles, visor, respirator, acid resistant apron, gloves and/or overshoes.

28.3 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 impairment to an Employee's hearing, provided it has not proved practical to reduce the noise level or to isolate the work process; or
- (b) eye protection in areas where an Employee is subject to risk of injury to the eyes.

29 LAUNDERING OF PROTECTIVE CLOTHING

29.1 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.

30 SAFETY FOOTWEAR

30.1 An eligible Employee is one whose work is of such a nature that wearing safety footwear lessens the risk of foot injury from work accidents.

30.2 Where an eligible Employee, with the Employer's approval, buys his/her own metal toe capped safety footwear and produces a receipt to the Employer, he/she may be reimbursed the actual and reasonable cost (subject to 30.4 below if he/she resigns) up to an annual maximum amount.

30.3 The entitlement to this reimbursement payment shall be limited to one (1) per year except in instances where the Employer is satisfied that due to genuine wear and tear an Employee's safety footwear should be replaced within the one (1) year period, the Employer may reimburse the Employee for an additional pair of safety footwear in terms of 30.2 above.

(a) No more than two (2) pairs of safety footwear will be reimbursed in any one (1) year and the cost of the second pair shall be reimbursed only on the production of the worn out boots which shall become the property of the Employer.

30.4 An Employee employed under 30.2 above who ceases to be employed by the Employer before completing twelve (12) months continuous service shall refund to the Employer one-twelfth (1/12) of the initial cost reimbursed for each incomplete month of the twelve (12) month period.

30.5 The Employer's consent is required prior to purchase.

31 REMOVAL EXPENSES

31.1 Where an Employee is transferred to meet the convenience of the Employer he/she shall be paid removal and transfer expenses, including members of the Employee's household. Removal expenses may be paid in circumstances other than those outlined above at the discretion of the Employer.

32 DISPUTES PROCEDURE

32.1 The procedures set out in Schedule C of this Agreement shall apply in respect to a dispute between the parties concerning the interpretation, application or operation of this Agreement.

33 PERSONAL GRIEVANCE PROCEDURE

33.1 The procedures set out in Schedule C of this Agreement shall apply to the settlement of any Personal Grievance that may arise between the parties.

34 SAVINGS CLAUSE

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

35 SURPLUS STAFFING PROVISIONS

35.1 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 this Agreement. These provisions apply to Employees who for all intents and purposes have an ongoing expectation of employment.

35.1.1 A surplus staffing situation exists 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 Clause 35.4 below shall apply.

35.2 Consultation

35.2.1 The Employer shall give a minimum of four (4) weeks notification to the national office of the union in the event of any impending surplus staffing affecting any Employees covered by this Agreement.

(a) during this period the Employer shall, where requested by the union enter into discussions with a view to reaching an appropriate option.

35.2.2 The Employer will take all practicable steps to provide relevant information requested by TIASA.

35.3 Notification

35.3.1 When as a result of the processes above a surplus staffing situation arises, the Employer shall advise the Chief Executive 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. At that time the Chief Executive of Ara will provide the Association 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, names and ages of the affected staff

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

35.4 Options

35.4.1 In surplus staffing situations, the listed options shall be applied in the following order:

- (a) attrition
- (b) redeployment
- (c) enhanced early retirement
- (d) retraining
- (e) severance

35.4.2 The aim will be to minimise the use of severance. Where the options (a) to (d) above are inappropriate, the option of severance will be made available in order to discharge the surplus.

35.4.3 Employees will not have access to severance if they are offered a position within the Institute that is directly comparable to their existing position and

does not require a change in residential location and they decline the appointment.

35.5 Conditions applying to options

35.5.1 **Attrition** means that as Employees leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new Employees or on promotions.

35.5.2 **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 with 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).

35.5.3 **Retraining** – The Institute may, following application from the Employee, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses 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. The parties agree that retraining is a worthwhile and efficient option and should not be unreasonably withheld.

35.5.4 **Enhanced Early Retirement** provides for an Employee to be paid the money available under the severance option which may, if the Employee so desires, be used to make up the actual superannuity payable. Employees are eligible if they are 50 years of age or more and have 10 years' service. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

- (a) Enhanced Early Retirement may be made available at the discretion of the Institute at any time to eligible Employees not declared surplus if they are replaced by a surplus Employee seeking redeployment or reassignment.
- (b) The total amount paid to an Employee under this provision shall not exceed the total salary (as defined in 35.6.5 below) the Employee would have received between his/her actual retirement and reaching the age of eligibility for National Superannuation.

35.6 Severance

35.6.1 For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.

35.6.2 Service for the purposes of this subclause 35.6 means continuous service in the employment of Ara Institute of Canterbury.

35.6.3 Provided that Employees who, at 1 April 2001, have previous continuous service with a polytechnic or other government organisation shall continue to have that service credited as service.

35.6.4 'Continuous Service' for the purposes of 35.6.2 and 35.6.3 above includes all periods of paid leave and periods of parental leave. Continuous service would not be broken by periods of approved leave without pay and any breaks in employment of less than three months within the technical institute service, or one month with other services approved under 35.6.3 above. However such periods of approved leave without pay or breaks in employment will be excluded from the service calculation as specified in clause 35.6.5.

35.6.5 Payment will be made in accordance with the following:

- (a) Sixteen percent (16%) of salary will be payable in lieu of any notice not worked regardless of length of service; and
- (b) Twelve percent (12%) of salary for the preceding twelve (12) months, or part thereof for Employees with less than twelve (12) months service; and
- (c) Four percent (4%) of salary for the preceding twelve (12) months multiplied by the number of years of service minus one up to a maximum of nineteen (19); and
- (d) Where the period of total aggregated is less than twenty (20) years, 0.333 percent of salary for the preceding twelve (12) months multiplied by the number of completed months in addition to completed years of service.

NB: The total amount paid to Employees under this provision shall not exceed the basic salary the Employee would have received on reaching the age of eligibility for National Superannuation.

35.6.6 Outstanding Annual Leave and Long Service Leave shall be separately cashed up.

35.7 Rights of Employees declared surplus

35.7.1 **Time Off to Attend Interviews** – the Chief Executive shall give Employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Institute being met.

35.7.2 **References** – the Chief Executive or his/her delegate shall supply on request, to the redundant Employee a letter of reference.

35.7.3 **Counselling** – Counselling for affected Employees and their families may be made available as necessary.



35.7.4 **Employees on Leave** – an Employee who is declared surplus and who is on maternity 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.

35.8 **Employee Protection Sale or transfer, Technical Redundancy**

35.8.1 In the event of the sale, merger, transfer, contracting out or outsourcing of all or part of the business the Employer will endeavour to ensure that Employees are offered ongoing employment on no less favourable terms and conditions of employment. Where the Employer is unable to provide ongoing employment in these circumstances the following shall apply.

35.8.2 Where the Employee's employment is being terminated by the Employer by reason of the above, nothing in this Agreement shall require the Employer to pay compensation for redundancy to the Employee if the Employee has received an offer of employment in the same capacity or similar in which the Employee was employed, 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.

36 **STOPWORK MEETINGS**

36.1 Subject to 36.2, 36.3, 36.4 and 36.5 the Employer shall allow every Employee covered by this Agreement who has nominated TIASA as his/her bargaining agent to attend on ordinary pay meetings to a maximum of four (4) hours in each year. Ratification meetings requested by the Employer will be additional to paid meetings.

36.2 The Union shall give the Employer at least fourteen (14) days' notice of the date and time of any meeting to which 36.1 applies.

36.3 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.

36.4 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 (2) hours in respect of any meeting.

36.5 Only Union members who actually attend a Union meeting shall be entitled to pay.

36.6 In respect of the meeting the Union shall supply the Employer with a list of members who attended and shall advise the Employer of the meetings finishing time.

37 UNION FEE DEDUCTIONS

37.1 The manner of deduction, the remittance of subscriptions and any commission payable shall be determined by agreement with the Chief Executive of the Union.

- (a) The Employer, when requested in writing by the Union shall, within one (1) month of receipt of such request, supply to the Union a list of all Employees.
- (b) Such requests shall not be made to the Employer at intervals of less than six (6) months.

38 RIGHT OF ACCESS

38.1 Subject to the Employment Contracts Act 1991, 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:

- (a) enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the Union; or
- (b) enforcing this Agreement; and
- (c) access to wages, holiday and time records, provided this does not interfere with class programmes/session times.

39 TIASA RECOGNITION

39.1 The Institute recognises that its Employees are stakeholders who have a direct and vital interest in its development and success and undertakes to take all practicable steps to give that contribution practical effect and support.

39.2 The contribution that informed and capable TIASA representatives can make to the organisational development and success of the Institute is recognised and supported. Where management request TIASA representation, the Institute undertakes to provide adequate support which may include replacement/relief staffing, satisfactory work scheduling arrangements. To this end, there will be an exchange of letters annually between Ara and TIASA, to confirm the amount of funded time.

40 MINIMUM ADULT WAGE

40.1 All employees shall receive the minimum adult wage as prescribed by legislation, or the appropriate rate for the position, whichever is the higher.

41 TERM OF THE AGREEMENT

41.1 This Agreement shall come into force on 1 July 2020 and shall continue in force until 30 June 2022.



42. GENERAL

42.1 Working Parties

Ara and TIASA agree to set up during the term of the Agreement the following working parties:

- (a) A working party to define the terms “supervisory” and “management” and clarify the implications for coverage. To be completed within the term of the agreement. Working party to comprise TIASA National, TIASA Field Officer and Ara Director Corporate Services – or delegates.

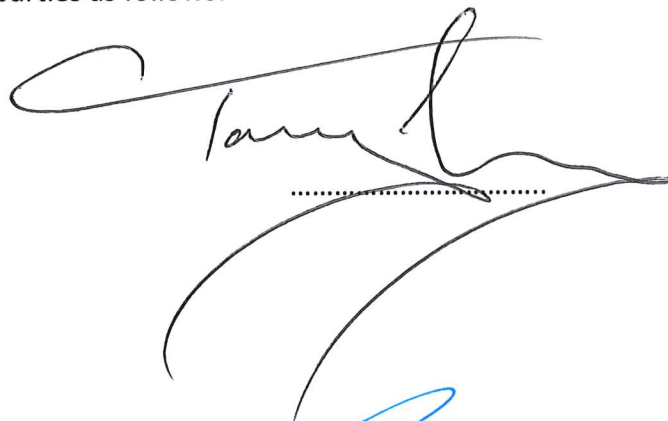
- (b) It is agreed to establish a tri-partite project that will include TIASA, Ara and Strategic Pay to consider a modern and relevant replacement set of salary scales using the Strategic Pay evaluation system. Project terms of reference to be established between the parties.

SIGNATORIES

This Agreement was signed by the parties as follows:

for and on behalf of
Ara Institute of Canterbury Ltd

Dated: 24th March 2021

A handwritten signature in black ink, appearing to be 'Samuel', written over a dotted horizontal line.

for and on behalf of **TIASA** and the Employees
who are engaged by the Employer as at the
commencement date of this Agreement, and who
have authorised TIASA as their bargaining agent.

Dated: 09th March 2021

A handwritten signature in blue ink, appearing to be 'George', written over a dotted horizontal line.A handwritten signature in blue ink, appearing to be 'George', located in the bottom right corner of the page.

SCHEDULE A

1. UNIFIED SALARY SCALE

The parties agree to the following unified scale:

Effective 1 July 2020 (plus 1.5%)				Effective 1 July 2021 (plus 1.35%)			
Grade	Step	Salary	Hourly Rate	Grade	Step	Salary	Hourly Rate
1	1M	37,700	19.2804	1	1M	38,209	19.5407
	P	41,282	21.1123		P	41,839	21.3971
2	202	38,714	19.7990	2	202	39,237	20.0664
	203	40,759	20.8448		203	41,309	21.1261
	2M	42,805	21.8912		2M	43,383	22.1868
	P	46,899	23.9849		P	47,532	24.3086
3	301	41,192	21.0663	3	301	41,748	21.3506
	302	43,504	22.2486		302	44,091	22.5488
	303	45,817	23.4316		303	46,436	23.7481
	3M	47,854	24.4733		3M	48,500	24.8037
	P	52,752	26.9782		P	53,464	27.3423
4	401	45,965	23.5072	4	401	46,586	23.8248
	402	48,560	24.8344		402	49,216	25.1699
	403	51,151	26.1594		403	51,842	26.5128
	4M	53,743	27.4850		4M	54,469	27.8563
	P	58,930	30.1377		P	59,726	30.5448
5	501	51,755	26.4683	5	501	52,454	26.8258
	502	54,689	27.9688		502	55,427	28.3463
	503	57,624	29.4698		503	58,402	29.8677
	5M	60,556	30.9693		5M	61,374	31.3877
	P	66,422	33.9693		P	67,319	34.4280
6	601	58,306	29.8186	6	601	59,093	30.2211
	602	61,625	31.5160		602	62,457	31.9415
	603	64,943	33.2129		603	65,820	33.6614
	6M	68,263	34.9108		6M	69,185	35.3823
	P	74,989	38.3506		P	76,001	38.8681
7	701	65,718	33.6092	7	701	66,605	34.0629
	702	69,485	35.5357		702	70,423	36.0155
	703	73,294	37.4837		703	74,283	37.9895
	7M	77,099	39.4297		7M	78,140	39.9621
	P	84,715	43.3246		P	85,859	43.9097
8	802	85,079	43.5108	8	802	86,228	44.0984
	803	87,293	44.6430		803	88,471	45.2455
	8M	89,507	45.7753		8M	90,715	46.3931
	P	98,361	50.3034		P	99,689	50.9826
9	902	98,514	50.3816	9	902	99,844	51.0618
	903	101,083	51.6955		903	102,448	52.3936
	9M	103,650	53.0083		9M	105,049	53.7237
	P	113,994	58.2984		P	115,533	59.0854

2. PROGRESSION CRITERIA

2.1 The following criteria apply to grades 1 to 9.

- 2.1.1 Appointment will usually be made to step one (1).
- 2.1.2 Progression to step two (2) will be confirmed after completion of one (1) year on step one (1) provided a satisfactory trial period and an agreed training plan incorporating professional development are completed.
- 2.1.3 Progression from step two (2) to step three (3) will be confirmed after completion of one (1) year on step two (2) provided the job-holder has a thorough grounding in all aspects of the position as outlined in the job description, is performing competently and has maintained standards.

2.2 Merit Progression

- 2.2.1 Progression to the Merit step may occur when Employees have completed one year's service on step three (3), are performing competently in all aspects of their jobs and are contributing one or more of the following:
 - a. Demonstrating extra skills (either skill development or new skills) that are useful to the Institute.
 - b. Making a positive contribution to enhancing the reputation of the Department, Division or the Institute.
 - c. Initiating or implementing improvements to systems within the Employee's control.
- 2.2.2 Justification of the non-recommendation of merit will be necessary and will be reviewed centrally.
- 2.2.3 The parties will meet during the term of the Agreement to discuss the wording of 2.2.2 and possible appeal provisions.

2.3 Performance

- 2.3.1 An allocation of 0.5% of the annual Allied budget will be prescribed by the CEA for performance recognition. All other salary movement will be accounted from routine budgeting.
- 2.3.2 The Performance Range will recognise sustained excellent performance and achievements. There are no predetermined amounts payable within this range. A minimum of \$500.00 will be available as either an addition to base salary or a one-off payment to Employees. Team applications of two or more Employees may be considered.
- 2.3.3 One year on the merit step must be completed before an Employee becomes eligible to apply for performance recognition.



2.3.4 Ara Institute of Canterbury Management aims after consultation with TIASA to have processes and criteria for the performance range in place. Criteria will include acknowledgment of the following:

2.3.4.1 Sustained excellent performance

- a) Achievements
- b) Enhanced skills
- c) Contribution to positive customer relationships
- d) Leadership
- e) Results
- f) Improvements
- g) Initiatives
- h) Innovations

The above list will be subject to further consideration.

2.3.5 Accelerated salary movement may be implemented at the Employer's discretion.

SCHEDULE B

RETIRING LEAVE

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
20-24	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	131	131	131	131	131

Anticipated Retirement Leave 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	122	122	122

SCHEDULE C

PERSONAL GRIEVANCE AND DISPUTES

Services Available for Resolving Employment Relationship Problems

The Employment Relations Act 2000 requires that all collective agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. Ara and TIASA have agreed on the following description and wish to draw it to the attention of all existing staff.

1. An "employment relationship problem" is any problem relating to or arising out of the employment relationship and includes:
 - a) A **personal grievance** (a claim of unjustifiable dismissal or constructive 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 your employment relationship with the Institute except matters relating to the fixing of new terms and conditions of employment.
 - d) You have the right to seek the support and assistance of TIASA or to seek information from the Department of Labour Mediation Service at any time.
2. If you believe there is a problem with your employment relationship with the Institute, you should tell your manager, either personally or through TIASA as soon as possible:
 - a) that there is a problem; and
 - b) the nature of the problem; and
 - c) what you want done about the problem.
3. If for any reason you feel unable to raise the matter with your manager, other suggested contacts are:
 - Administration Manager
 - Head of Department/Section
 - Director of Division
 - Director, Corporate Services
 - Chief Executive.
4. In the case of a personal grievance, you must raise the matter with the Employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
5. The Employer will try to resolve the matter through discussion with you and/or TIASA.

6. If the problem cannot be resolved through discussion, then either you, TIASA or the Employer can request assistance from the Department of Labour which may provide mediation services.
7. If the problem is not resolved by mediation you, or TIASA on your behalf, may apply to the Employment Relations Authority for investigation and determination.
8. In certain circumstances the decision of the Employment Relations Authority may be appealed by you, TIASA on your behalf, or the Institute to the Employment Court.



SCHEDULE D

15. SERVICE FOR LEAVE PURPOSES

In the case of Employee(s) engaged by the Employer as at June 1992, service shall be deemed to include all prior service as defined in Clause 15 "Service for Leave Purposes" in the former New Zealand Polytechnics Allied Staff Award (Document 152). Clause 15 follows:

- (1) "Service" in relation to the total period of an Employee's service for the purposes of **annual leave or sick leave** means:
 - (a) The aggregate of the Employee's periods of service, whether continuous or intermittent, in the education service;
 - (b) Any period or periods of service in the employment of the Crown or of a local authority within the meaning of the Local Elections and Polls Act 1976 if of 12 months duration and completed within five years of the date of current appointment.
- (2) "Service" in relation the period of an Employee's service for the purposes of **long service leave** means service in, or leave of absence on pay from, or leave of absence without pay for not more than three months from the period of leave than provided by this award, or employment in any department of the Public Service or in the Post Office, the Railways Corporation, the Legislative Department, the Law Drafting Office, the Council. This includes service prior to the commencement of employment if the previous employment was not under an award or agreement containing some alternative provision of long service leave, or similar provisions which in the opinion of the Employer would make the granting of additional long service inappropriate.
- (3) "**Continuous Service**" for the purpose of the provisions for long service leave shall not include any period of less than six months unbroken service, or any period of service followed by a break of more than three months other than an approved leave of absence without pay, or any period of service after relinquishment of office other than retirement from the Armed Forces.
- (4) 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; or
 - (c) Six working days in the case of an Employee who usually works six days in each week.
- (5) "Leave year" means a year ending on 30 November except in the case of a new Employee for whom it means the first anniversary date of appointment.
- (6) In any instance where an Employee has received a benefit for severance or early retirement under a State Permanent Staff Deployment Package such employment which has been taken account of in calculating the benefit shall not be credited for "service" in any of the provisions in (1), (2), (3) above.

SCHEDULE E

PASS ON

1. This is an agreement under s 59B(5) of the Employment Relations Act 2000 between TIASA and Ara Institute of Canterbury (Ara) (“the employer”).
2. TIASA agrees that the employer may pass on to any of its allied staff employed on individual employment agreements any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met:
 - 2.1 A period of at least six months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any employee covered by an individual employment agreement;
 - 2.2 In the case of any such term which provides for an increase in salary, allowances, or any other aspect of an employee’s remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement;
 - 2.3 There has been prior consultation with TIASA before any pass on is offered within the six months period pursuant to clause 2.1 to allied staff members on individual employment agreements save that no such consultation shall be required in the case of new employees.
 - 2.4 Where Ara decides to pass on terms of this settlement to non-union staff those non-union staff are not eligible for the ‘Schedule A, effective 1 July 2020 (plus 1.5%)’ rate adjustments until 1 January 2021 and, they are not eligible for the ‘Schedule A, effective 1 July 2021 (plus 1.35%)’ rate adjustments until 1 January 2022.
3. The employer will, on request made at any time up to six months after the conclusion of the collective bargaining, provide sufficient details in writing to enable TIASA to verify whether there has been compliance with this agreement.
4. The parties acknowledge that any breach of clauses 2 or 3 of this agreement will, prima facie, be a breach of the duty of good faith in s 4 of the Employment Relations Act 2000.
5. For the purposes of the agreement, “terms of employment” include any terms reached in bargaining for the new collective agreement, with the exception of any term that is required by law (such as, for instance, an employee protection provision) and “reached” has the same meaning as in s 59A of the Act.
6. Nothing in the foregoing agreement will prevent TIASA and the employer from agreeing that any specified provision(s) of the new collective agreement will supersede this agreement.

