



Te Pūkenga

**CUSTODIANS, CLEANERS, BOILER
ATTENDANTS, GROUNDS STAFF**

**COLLECTIVE EMPLOYMENT
AGREEMENT**

Effective from: 1 January 2024
Expires: 31 December 2025

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Clause No.

Title

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PREAMBLE

In accordance with Schedule 14, clause 5 of the Education and Training Act 2020, by 31 December 2022, all subsidiaries of Te Pūkenga were dissolved. By 1 November 2022, Te Pūkenga became the employer of all subsidiary kaimahi who were offered and accepted employment.

To ensure a seamless transition, Te Pūkenga and Etū agreed that the collective agreements in place within the Ara Institute of Canterbury and the Southern Institute of Technology would transfer over to Te Pūkenga and kaimahi would remain on those collective agreements until replaced by a new Te Pūkenga/Etū collective agreement.

This collective agreement brings together the following three collective agreements that were in place prior to the subsidiaries being dissolved:

- Ara Institute of Canterbury Limited Cleaners Allied staff Collective Employment Agreement (1 July 2021 to 31 December 2022)
- Ara Institute of Canterbury Limited Custodians Collective Employment Agreement (1 April 2021 to 31 December 2022)
- Southern Institute of Technology, Custodians/cleaners/grounds person/boiler attendants Collective Employment Agreement (1 April 2022 to 31 December 2022)

WORKING IN PARTNERSHIP | MAHI I ROTO I TE KAUPAPA

Te Pūkenga and Etū recognise the privilege and responsibility for both employing and representing allied kaimahi. Te Pūkenga is charged with reimagining vocational education. Together we embrace this same challenge in reimagining and establishing an enduring partnership to ensure the success and wellbeing of kaimahi and to make Te Pūkenga an exemplar of modern, inclusive, progressive employment practice and a great place to work.

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

1. Promoting and strengthening collectively, collective bargaining and union rights in the workplace and ensuring that workplace strategies and policies uphold the integrity of collective agreements and the collective bargaining process.
2. Te Pūkenga recognises Etū as the authorised representative of Etū members; the right of kaimahi to join and be represented by Etū; and Etū's right to consult and inform members in the workplace.
3. Te Pūkenga and Etū will maintain regular and open lines of communication and engagement for the purpose of keeping connected, discussing the organisation's direction and any potential impact on kaimahi, ensuring the partnership principles are being applied across the motu, addressing concerns early on, and planning for future joint initiatives and working parties.
4. Working with each other in good faith in all aspects of the relationship and in a manner that recognises the commitment to Te Tiriti o Waitangi.

5. Our joint efforts contribute to the success and wellness of kaimahi, summed up in the phrase Whakairohia he toki, tāraia te anamata | Learning with purpose, creating our futures.
6. Living our Te Pūkenga values manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person), and any amendments to the values.
7. Committed to embedding sustainability in all aspects of what we do, what we deliver and create, and all our actions.
8. Both parties recognise the importance of supporting kaimahi to ensure their mahi aligns to Te Pūkenga vision and values and benefits the needs of ākonga. This Agreement embodies the terms, conditions and commitments which we believe will help Te Pūkenga attract, retain and grow a high performing workforce capable of delivering its vision.
9. Applying the collective agreement in good faith and in accordance with these partnership principles, and in the spirit with which it is intended. Where there is any doubt regarding the intent of a provision or its application, there is a commitment to use best endeavours to resolve it through good faith discussions.

FIRST SCHEDULE

1. COVERAGE CLAUSE

1.1 Parties

This Collective Employment Agreement shall only bind and be enforceable by:

Te Pūkenga

and

E TŪ INCORPORATED (hereinafter referred to as E tū or the Union)

It is anticipated that during the term of this agreement that Te Pūkenga will be disestablished, and a new employer or employers will be formed. This collective agreement will transfer to the new employer(s) and from the date of transfer “Te Pūkenga”, “SIT”, and “Ara” should be read to be the name of the new employer(s) employing those members covered by this agreement.

1.2 Coverage

This agreement shall cover:-

personnel employed by Te Pūkenga as custodians, assistant custodians, grounds staff, cleaners, cafeteria assistants/cooks, fleet administrators, car park attendants, parking co-ordinators, boiler attendant, and supervisors of these roles who are also members of E tū located at the Ara and SIT divisions.

New employees located at the Ara and SIT divisions will, pursuant to section 62 of the Employment Relations Act 2000, be employed on the terms and conditions of this agreement for the first 30 days of their employment.

New employees shall be given the names and contact numbers of the Union's local Delegate(s), Union Organiser.

1.3 Pass On

- (a) The Parties acknowledge both the provisions and intent of S59 of the Employment Relations Amendment Act (No2) 2004 and agree that no pass on of terms and/or conditions to other staff will occur prior to six months from the term and/or condition coming into effect.
- (b) This provision is only for the term of the Collective Agreement.

2. TERM OF AGREEMENT

All provisions contained in this Agreement shall be deemed to take effect on 01 January 2024 and shall continue in force until 31 December 2025.

3. REMUNERATION

	2023 rates		Effective 01 January 2024 (+4% to rates and allowances)		Effective 01 Sept 2024 Living wage adjustment		Effective 01 January 2025 (+4% to rates and allowances)		Effective 01 Sept 2025 Living wage adjustment (assumed 4.5%)	
	Salary	Hourly Rate*	Salary	Hourly Rate*	Salary	Hourly Rate*	Salary	Hourly Rate*	Salary	Hourly Rate*
Supervisor – Custodial & Security Services										
A1 (Ara)	\$61,838.70	\$29.65	\$64,312.25	\$30.83	\$64,312.25	\$30.83	\$66,884.74	\$32.07	\$66,884.74	\$32.07
A2 (Ara)	\$63,523.95	\$30.46	\$66,981.21	\$32.11	\$66,981.21	\$32.11	\$69,660.45	\$33.40	\$69,660.45	\$33.40
A3 (Ara)	\$65,187.15	\$31.25	\$69,760.93	\$33.45	\$69,760.93	\$33.45	\$72,551.36	\$34.78	\$72,551.36	\$34.78
A Merit (Ara)	\$69,256.95	\$33.21	\$72,656.00	\$34.84	\$72,656.00	\$34.84	\$75,562.24	\$36.23	\$75,562.24	\$36.23
A Performance Max (Ara)	\$74,898.60	\$35.91	\$75,671.23	\$36.28	\$75,671.23	\$36.28	\$78,698.08	\$37.73	\$78,698.08	\$37.73
Sole Custodian										
B1 (Ara)	\$54,228.56	\$26.00	\$56,397.71	\$27.04	\$57,981.18	\$27.80	\$60,300.43	\$28.91	\$60,590.33	\$29.05
B2 (Ara)	\$54,228.56	\$26.00	\$58,738.21	\$28.16	\$58,738.21	\$28.16	\$62,802.90	\$30.11	\$62,802.90	\$30.11
B3 (Ara)	\$54,354.30	\$26.06	\$61,175.85	\$29.33	\$61,175.85	\$29.33	\$65,409.22	\$31.36	\$65,409.22	\$31.36
B Merit (Ara)	\$57,905.40	\$27.76	\$63,714.64	\$30.55	\$63,714.64	\$30.55	\$68,123.70	\$32.66	\$68,123.70	\$32.66
B Performance Max (Ara)	\$62,490.75	\$29.96	\$66,358.80	\$31.82	\$66,358.80	\$31.82	\$70,950.83	\$34.02	\$70,950.83	\$34.02
Custodian, Ground person & Boiler attendants										
Level 1 (SIT)	\$54,228.56	\$26.00	\$56,397.71	\$27.04	\$57,981.18	\$27.80	\$60,300.43	\$28.91	\$60,590.33	\$29.05
Level 2 (SIT) **	\$56,314.28	\$27.00	\$58,483.42	\$28.04	\$60,066.89	\$28.80	\$62,386.14	\$29.91	\$62,676.05	\$30.05
C2 (Ara)	\$54,228.56	\$26.00	\$56,397.71	\$27.04	\$57,981.18	\$27.80	\$60,300.43	\$28.91	\$60,590.33	\$29.05
C3 (Ara)	\$54,228.56	\$26.00	\$58,738.21	\$28.16	\$58,738.21	\$28.16	\$62,802.90	\$30.11	\$62,802.90	\$30.11
C Merit (Ara)	\$57,139.95	\$27.40	\$61,175.85	\$29.33	\$61,175.85	\$29.33	\$65,409.22	\$31.36	\$65,409.22	\$31.36
C Performance Max (Ara)	\$60,511.50	\$29.01	\$63,714.64	\$30.55	\$63,714.64	\$30.55	\$68,123.70	\$32.66	\$68,123.70	\$32.66
Cleaners										
Level 1 (SIT)	\$54,228.56	\$26.00	\$56,397.71	\$27.04	\$57,981.18	\$27.80	\$60,300.43	\$28.91	\$60,590.33	\$29.05
Level 2 (SIT) **	\$56,314.28	\$27.00	\$58,483.42	\$28.04	\$60,066.89	\$28.80	\$62,386.14	\$29.91	\$62,676.05	\$30.05
Cleaner (Ara)	\$54,228.56	\$26.00	\$56,397.71	\$27.04	\$57,981.18	\$27.80	\$60,300.43	\$28.91	\$60,590.33	\$29.05
Cleaners Supervisors Allowance (Ara)		\$2.52		\$2.62		\$2.62		\$2.73		\$2.73

*NOTE – The divisor for calculation of the salary table is 2085.714

** NOTE – Level 2 (SIT) rates will be \$1 per hour more than the living wage for staff who have attained job relevant NZQA Qualifications

Clauses 3.1, 3.2 and 3.3 only apply to staff based at the Ara division, excluding cleaners.

3.1 Progression Criteria

Progression between steps one (1) to three (3) will be confirmed after completion of one year, 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.

3.2 Merit Progression

Progression to merit is not automatic. It may occur when an Employee has completed one year's service on step three (3), is performing competently in all aspects of the job and is contributing in one or more of the following:-

- (a) Demonstrating extra skills (either skill development or new skills) that are useful to the division.
- (b) Making a positive contribution to enhancing the reputation of the Division / Institute.
- (c) Initiating or implementing improvements to systems within the Employee's control.

3.3 Performance Recognition

- (a) An allocation of 1% of the annual Custodial salary budget will be prescribed by the Collective Agreement for performance recognition. All other salary movement will be accounted for from routine budgeting.
- (b) 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 the Employee.
- (c) One year on the merit step must be completed before an Employee becomes eligible to apply for performance recognition.
- (d) The criteria and process for performance recognition will be outlined in guidelines developed by Ara in consultation with E tū.

4. SERVICE PAYMENTS (PER WEEK)

Clauses 4 only applies to staff based at the Ara division, excluding cleaners.

A service payment increasing the foregoing rates by \$6.18 per week on completion of three years' continuous employment shall be paid. On completion of five years' continuous employment, this rate shall be increased to \$10.71 per week. Hourly employees will be entitled to this payment on a pro rata basis according to hours worked.

5. DEFINITIONS

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

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.

Boiler attendant is a person employed who may do any of the custodial duties and also has responsibility for the security, maintenance, and operation of the heating system of the Division.

Custodian is a person who is substantially employed in any of the following duties: the safety and good conduct of buildings and other property; unlocking and locking of doors; the moving of furniture and effects including removal from current site or position to setting up safely in a new site or new position; the undertaking of basic property maintenance and emergency repairs or organising emergency repairs; protects property, controls authorised entry and egress of people or vehicles and the good conduct and security of such while on division property; cafeteria maintenance/assistance; operate and/or monitor security alarm systems, radio; maintains and controls the division's vehicle fleet; deliver goods and stores, attend to the necessary administration, recording and reports pertaining to such activities.

Sole Custodian is a person employed to do Custodian duties and who does so as the one and only person on a separate and distinct division site.

Supervisor is a person employed to perform duties and supervise others undertaking duties of those roles within coverage.

Union means Etū Union.

Division means the former institutes known as Ara Institute of Canterbury (Ara) and Southern Institute of Technology (SIT).

Employer means the Chief Executive Officer of Te Pūkenga.

Employee is a person employed by the division whether as a salaried permanent full-time or as a permanent part-time employee, and also includes wage employees employed on a temporary or casual basis.

Continuous Service refers to service within the division's Service. Service is not considered to be broken if the employee takes up a "like" position within one month of having lost a position in the division's service.

Breaks in Service means previous service may be credited towards current leave entitlements. Previous service must have been continuous for at least 12 months in the division service. The period since previous employment must be no more than five years ago.

Sick Leave means 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 means the employee must have had at least six month's 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 entitlements.

Service Holiday means the employee must have had at least six months' previous continuous service. Any break between each period of credited employment cannot exceed 3 months.

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

Previous service in the education and wider state service will be grand-parented for staff employed prior to 21 March 2001 and who have been continuously employed since that date.

6. HOURS OF WORK

Clauses (a) and (b) are applicable to staff based at the Ara division, except for cleaners.

- (a) Forty hours shall constitute a week's work to be worked on five days of the week, Monday to Sunday inclusive. Not 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 or seventh day in any one week, he/she shall be paid as specified in sub-clause (a) of Clause 12 of this Agreement.
- (b) As far as possible, the hours of work for employees shall be continuous from the time of starting work and the following breaks shall be taken:
 - (i) If an employee's work period is 2 – 4 hours, the employee is entitled to one paid 10-minute rest break.
 - (ii) If an employee's work period is 4 – 6 hours, the employee is entitled to one paid 10-minute rest break and one unpaid 30-minute meal break.
 - (iii) If an employee's work period is 6 – 8 hours, the employee is entitled to two paid 10-minute rest breaks and one unpaid 30-minute meal break.

Clauses (c) to (h) are only applicable to cleaners based at the Ara division.

- (c) Subject to Clause 6 (d) the ordinary hours worked shall not exceed 40 hours per week or 8 hours per day to be worked between agreed times on any five consecutive days per week Monday to Saturday inclusive between the hours of 4.30am and 10.00pm unless otherwise agreed by the individual employee and the employer at the time of employment or subsequently.
- (d) All employees shall be allowed a meal break which shall be determined by the employer after discussion with the employee and shall take account of the work requirements of the employer and the preference of the employee. Such meal break shall be taken not more than *five* continuous hours after the commencement of work on any day and shall be not less than 30 minutes nor more than 60 minutes in duration.
- (e) An interval of ten minutes shall be allowed each half day to every employee for the purpose of tea breaks without any deduction from pay at times specified by the employees controlling officer.

- (f) The actual hours of work of each employee will be determined at the time of engagement in the case of new employees or will be confirmed in writing to employees engaged as at the commencement date of this Agreement. Such hours will be subject to future variation by the employer to meet the needs of the Institute.
- (g) If the hours of work are required to be varied, the employer shall consult the employee(s) to make mutually acceptable arrangements wherever possible. Two weeks' notice shall be given of any change to the hours of work, except where the employee(s) agree to a lesser period of notice.
- (h) An employee may request a change in hours and the employer will endeavour to accommodate any reasonable request having due regard to the operational requirements of the Institute.

Clauses (i) to (m) are only applicable to staff based at the SIT division.

- (i) 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 (d) of clause 12 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.
 - 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 (i) of this clause.
- (j) 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.
- (k) Where two people are jointly engaged for a position, the hours of work shall be computed separately.
- (l) Employees shall be granted a rest period of 10 minutes in each period of four hours worked.
- (m) Hours of work for cleaners shall be flexible during the period specified as summer break. These periods and times are:
 - i) 10 December to 31 January (Summer) 12.00 noon until 8.00pm
 - ii) Any other term break during the year hours of work can be individually negotiated and must be mutually agreed on between cleaners and management with potential start times from 1pm to 9pm. Applications for varied start and finish times must be received no less than 30 days in advance of the term break (application form in Appendix 1).

7. ALLOWANCES

- (a) Where practicable, tea, sugar and milk shall be supplied at all meal intervals and rest periods.

Clauses (b) and (e) are applicable to staff based at the Ara division, except for cleaners.

- (b) Where an employee completes nine and a half hours or more on any one day, the employer shall provide him/her with a suitable meal, or in lieu thereof, pay him/her the sum of \$10.30 meal money.
- (c) Employees who perform unusually dirty work in out of the ordinary circumstances such as vomit or excreta outside of toilet bowls, excess dust and dirt from demolition on site being cleaned, flood damage, sewage overflow, human remains and animal offal, shall be paid \$4.12 per day or part thereof whilst so employed and shall be provided with overalls and gloves and masks where necessary.
- (d) Employees regularly employed whose work is substantially performed between the hours of 8.00 p.m. and 6.00 a.m. shall be paid \$3.69 a night extra. For the purpose of this clause “substantially” shall mean more than 50 per cent.
- (e) If an employer provides an employee with living quarters the rent to be deducted shall be negotiated between the employee’s representative and the division.

Clauses (f) to (h) are only applicable to staff based at the SIT division.

- (f) 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 division can elect to pay transport costs at the rate per km as determined by Inland Revenue Department for up to 12 km per day. For the purposes of this clause, public transport shall mean buses.
- (g) A clothing allowance of \$0.30 per hour shall be paid.
- (h) Qualification allowance:**
- i) Upon the successful completion of an NZQA cleaning qualification at Level 2, a one-off \$500 net payment shall be paid to the employee.
- ii) Upon the successful completion of an NZQA cleaning qualification at Level 3, a one-off \$500 net payment shall be paid to the employee.

Clause (i) is only applicable to cleaners based at the Ara division.

- (i) The Supervisor is to receive a top-up phone allowance for the use of a personal mobile phone for work purposes. This allowance is to be \$20/month to cover the cost of work-related texts and short duration

calls. Should the Supervisor not wish to use a personal mobile phone for work purposes, an Ara mobile phone will be provided, and the top-up allowance be removed.

8. 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.

9. SPECIAL RESPONSIBILITY ALLOWANCE

Clause 9(i) is applicable to staff based at the Ara division except for cleaners.

- i. The employer may grant an allowance to an employee performing special duties, which are over and above what their normally duties would entail.

Clause 9(ii) is applicable to cleaning staff based at the Ara division.

- ii. The employer will grant an allowance to an employee performing full and total higher duties and/or increased responsibilities for a period of more than one week."

10. CALL BACK

Clause 10 is only applicable to custodians.

When a Custodian is called back to work after having completed work and left the place of employment, they 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 at the 'IRD kilometre rate' at the time of the travel. Call-backs will require verification before any payment is made.

This clause shall not apply to residential custodians unless the callback results from an emergency.

11. PROFESSIONAL DEVELOPMENT AND TRAINING

The below clauses are applicable to staff based at the Ara division except for cleaners.

Staff 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 period of employment less than a full year subject to the following:

- (a) The submission by the staff member of proposed activities which accounts for the time or its equivalent by 31 March each year.

- (b) The content and time of Professional Development must be agreed to by a Senior Manager.
- (c) The five (5) days include any division required designated training days.
- (d) Professional Development must give priority to any identified skill or performance development relating to the staff member's position.
- (e) Professional Development time may not be carried forward into another year.

The below clauses are only applicable to cleaners based at the Ara division.

Ara recognises that professional development needs to be supported through staff training opportunities.

Allied staff may be granted up to a maximum of 10 working days per year for training purposes.

Subject to the availability of finance the CEO or authorised delegated manager may subsidise course costs. Where a staff member is directed to attend the course Ara will meet all actual and reasonable costs.

Employees who are engaged as cleaners will endeavour to complete ITO training to the employer's satisfaction as soon as feasibly possible in their first year of employment.

Ara course enrolment:

Where a staff member has approval to enroll on an Ara course and requires to be released from duty to attend lectures the time allowed will be the equivalent of one paper per year and will be inclusive of the 10 days allowed above.

The below clauses are only applicable to staff based at the SIT division.

- a) An employee shall be allocated at least five (5) days, or 37.5 hours, in each full year for which they are employed, for approved development and training activities which can reasonably be construed as work related. Such activities may include personal growth, career, and professional development. This shall be subject to:
 - i) the agreement of a programme of activities with the employer. Such agreement will not be unreasonably withheld.
 - ii) reasonable notice being given of proposed activities, and the timing of the programme being made with due regards to SIT's operational requirements.
- b) If a programme of development and training activities is not agreed or achieved the employee shall undertake normal duties
- c) Southern Institute of Technology may allocate a grant of up to \$1,000 towards actual and reasonable expenses.

12. OVERTIME

The below clauses are applicable to staff based at the Ara division except for cleaners.

- (a) All time worked on the sixth and seventh day as described in clause 6 shall be considered overtime and shall be paid for time plus half. All overtime shall be calculated daily.
- (b) When an employee has been requested on the previous day to work overtime and such overtime is cancelled on the day on which it was to be worked, the employee shall be paid one hour's pay at the ordinary hourly rate.
- (c) An employee has the ability to request that lieu time be accumulated, at time plus half, in preference to overtime being paid.

The below clauses are only applicable to cleaners based at the Ara division.

Only overtime which has been formally authorised shall be recognised for the purpose of this clause pre-arranged and authorised overtime, will be compensated by:

- either i) time in lieu granted on an hour for hour basis,
- or ii) payment at time and a half.

The method of compensation for overtime will be at the discretion of the employer after consultation with the employee

The below clauses are only applicable to staff based at the SIT division.

- d) 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.
- e) All work performed on Saturday after 12 noon shall be paid for at double time rates of wages.
- f) All employees shall be paid double time rates for Sunday work required to be performed, with a minimum of three hours.
- g) When weekend work is required, notification is to be received no later than 3.00 pm Thursday.

13. HOLIDAYS

- (a) The following holidays shall be given to all employees and paid for at ordinary time:

New Year's Day
2 January (or a day in lieu thereof)
Waitangi Day
Good Friday
Easter Monday
Easter Tuesday (or another day in lieu thereof)
Anzac Day

The Birthday of the reigning Sovereign
Matariki
Labour Day
Christmas Day
Boxing Day
The day after Boxing Day
Provincial Anniversary Day (as locally observed)

- (b) Should any of the holidays mentioned in sub-clause (a) of this clause fall on a Saturday or Sunday, such holiday shall be observed on the next succeeding working day.
- (c) Statutory Holidays will be paid at the relevant daily pay.
- (d) Where the Employee is required to work on a public holiday, and that day falls on a day that the Employee would ordinarily have worked, the Employee shall be entitled to an alternative holiday.
- (e) The alternative holiday may be taken at a date mutually agreed between the Employer and the Employee. Where mutual agreement cannot be reached, the Employee may specify that date but first must take into account the Employer's view of the convenience of taking the alternative holiday at that time. If the alternative holiday is not taken within 12 months of the entitlement arising, the Employer and Employee may agree to exchange the Holiday for an agreed payment, or the Employer may direct the Employee to take the holiday if agreement still cannot be reached (provided 14 days' notice is given).

Clauses 13 (f – g) are only applicable to staff based at the Ara division, except cleaners.

- (f) The non-statutory days between Christmas and New Year's Day shall be observed as paid division days, not counted against Annual Leave.
- (g) All time worked on holidays shall be paid for at double time rates in addition to the ordinary rates.

Clauses 13 (h) are only applicable to staff based at the SIT division.

- (h) All authorised time worked on public holidays shall be paid for at double time plus alternative holidays.

Clauses 13 (i - j) are only applicable to cleaners based at the Ara division.

- (i) Where the Employee is required to work on a public holiday, Employees shall be paid not less than their relevant daily pay, plus half that rate again for the time actually worked on a public holiday.
- (j) The following are additional recognised paid holidays: Easter Tuesday and the day after Boxing Day.

14. ANNUAL LEAVE

- (a) *Annual leave* shall be four (4) weeks per year from the completion of one year of continuous service. Annual leave shall be paid at a rate that is based on the greater of the employee's ordinary weekly pay as at the beginning of the annual holiday; or the employee's average weekly earnings for the 12 months immediately before the end of the last pay period before the annual holiday.
- (b) *Service Holiday* – Upon completion of five years' continuous service with the same employer, each employee shall for the fifth and subsequent year be entitled to annual leave of five (5) weeks instead of four weeks as prescribed in sub-clause (a) of this clause. The fifth week's holiday may be taken in conjunction with, or separately from, the first four weeks' holiday as the division may decide, and in a manner agreed upon between the division and the employee.
- (c) Annual leave shall be paid in the normal pay cycle in which the leave is taken unless the employee requests payment in advance. The employee must provide adequate notice of requiring payment in advance.
- (d) Where a holiday is taken in more than one period, the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the division as provided in sub-clause (a) of this clause, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in sub-clause (e) of this clause, subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the employee's ordinary pay at the time of taking the holiday.
- (e) Where the employment of any employee is terminated at the end of a period of employment, which is less than one year, the division shall forthwith pay to the employee, in addition to any other amounts due to him/her, an amount equal to 8 per cent of the employee's gross taxable earnings for that period of employment.
- (f) Where it is customary for any division to allow holidays to its employees or to any class of its employees during a period in each year when its premises are closed or the work of the employees is for any reason discontinued, and at the date of commencement of any such period, any such employee has not become entitled to an annual holiday, then the employee shall not be entitled to any wages for four weeks following that date, but the division shall before that date pay to him/her, in addition to all other amounts due to him/her, an amount equal to 8 per cent of the employee's gross taxable earnings for the period of employment up to that date, and the next year of employment shall be deemed to commence on that date. Where the close-down is for two weeks, an employee entitled under the percentage payment of an amount equal to 8/10 per cent of the employee's gross taxable earnings for the period of his/her employment.

Clauses 14 (g) are only applicable to cleaners based at the Ara division.

- (g) Employees may request to cash-up up to one week of their minimum entitlement to annual leave each year, as per current legislation.

Clauses 14 (h) are only applicable to staff based at the SIT division.

- (h) For the purpose of assessing an employee's holiday pay the institute has a fixed cut off day of 30 November. For employees with less than 12 months' service, leave owing shall be calculated in the appropriate proportion.

15. HOLIDAYS FALLING DURING LEAVE OR TIME OFF

Clauses 15 is only applicable to cleaners based at the Ara division.

- I. Leave on pay: where a whole holiday falls during a period of annual leave, sick leave on pay, or special leave on pay, an employee is entitled to that holiday, which is not be debited against such leave.
- II. Leave without pay: an employee shall not be entitled to payment for a 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 any leave without pay.
- III. Leave on reduced pay: an employee shall not be paid at ordinary time rate for a holiday falling during a period of reduced pay.

16. SHIFT HOLIDAYS

The below clauses are applicable to staff based at the Ara division except for cleaners.

In addition to the annual holidays provided in sub-clause (a) of clause 14 of this Agreement, and service holidays as applicable, shift employees regularly and continuously employed on afternoon shifts, night shifts, three rotating shifts, or alternating shifts, shall be allowed one extra week's holiday upon completion of the years' service as a shift employee. The extra week may be allowed either in conjunction with or separately from the holidays provided in subclause (a) of clause 14 of this Agreement as the employer may decide. Any employee who is regularly and continuously employed for over one month, but less than 12 months, on afternoon shifts, night shifts, three rotating shifts, or alternating shifts, shall be allowed a corresponding proportion of the extra week's holiday.

17. SPECIAL HOLIDAYS FOR LONG SERVICE

Clauses (a) – (d) are applicable to staff based at the Ara division, except for cleaners.

- (a) An employee shall be entitled to special holidays as follows:
 - i. One special holiday of two weeks after the completion of 15 years' continuous service and before the completion of 25 years of continuous service with the same employer.
 - ii. One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the same employers.
 - iii. One special holiday of five weeks after the completion of 35 years' continuous service with the same employer.
- (b) Should any employee have completed 25 years of continuous service with the same employer prior to 21 March 2001, he/she shall not be entitled to the special holiday provided in paragraph (i) of sub-clause (a) of this clause. Should an employee have completed 35 years of continuous service with the same employer prior to 21 March 2001, he/she shall not be entitled to the special holiday provided in paragraphs (i) or (ii) of sub-clause (a) of this clause.
- (c) All such special holidays provided for in sub-clause (a) of this clause shall be on ordinary pay as defined by the Holidays Act 2003, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.
- (d) If the employee, 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.

Clause (e) is applicable to cleaners based at the Ara division.

- (e) Employees employed prior to 31 October 1992 will be granted four weeks long service leave on completion of 20 years continuous service

Clauses (f) – (i) are applicable to staff based at the SIT division.

- (f) At the eligible employees next anniversary of noted years of completion, a one-off two (2) weeks of long service leave shall be granted. A further two (2) weeks long service leave shall be granted at each five-year anniversary of continuous completed service.
- (g) Subject to the provisions below, long service leave shall be forfeited if not taken within five (5) years of the due date.
- (h) Employees eligible for retiring leave shall not be granted long service leave provisions.
- (i) **Retiring Leave:** The provisions as outline in appendix 2 are grand parented and apply only to those employees employed at SIT prior to 1 December 1989.

18. 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 and 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. The union will have responsibility for the election of their Health and Safety representative.

19. SAFETY AND PROTECTIVE CLOTHING PROVISIONS

- (a) No employee shall be required to undertake the cleaning or maintenance of toilets when they are in use.
- (b) Safety devices shall be provided for employees required to work more than 3 metres from the ground, floor or veranda. The employer shall insist upon safety devices being used for all work performed more than 3 meters from the ground, floor or veranda. Should an employee fail to utilise the safety devices as provided, it shall be deemed to constitute “good cause” as in the meaning of the termination clause in the Second Schedule.
- (c) When the employee is engaged in any work which involves a hazard to the health or safety of the employee, the employer shall provide clothing or equipment appropriate for the protection of the employee from such hazard. Should an employee fail to utilise the safety devices so provided, it shall be deemed to constitute “good cause” as in the meaning of the termination of the Second Schedule to this Agreement.
- (d) Employees employed in cleaning toilets or who need protection to their hands for medical reasons shall be supplied with rubber gloves.
- (e) The employer shall have the right to deduct from the wages and other monies due to the employee at the date of termination of employment, the reasonable cost, after allowing for fair wear and tear, of any articles of clothing supplied by the employer that are not returned by the employee.
- (f) The employer shall supply gumboots if employees are required to wear them in the course of their employment, and raincoats shall be made available where required. Where gumboots are issued to an employee the employer shall ensure that they are in a clean and hygienic condition.
- (g) Raincoats and leggings shall be made available where these are required by employees in the course of their employment.
- (h) All electric 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.

- (i) 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.
- (j) Overalls shall be made available specifically where these are required for employees to attend to the operations of boilers.
- (k) Employees operating or working near noisy motorised equipment shall be provided with effective ear protection.

Clause 19 (l & m) is only applicable to staff based at the SIT division.

- (l) The employer will supply the necessary tools and equipment required to perform the relevant duties.
- (m) Provision of such training as is deemed necessary for the safe handling of chemicals and potential hazards will be the responsibility of the employer.

Clause 19 (n & q) is only applicable to cleaners based at the Ara division.

(n) **Protective Clothing:**

- I. Where the employer considers it necessary, appropriate protective clothing will be provided, which will remain the property of the employer. Such clothing will be replaced on a reasonable wear and tear basis but not more than two dust coats per year.
- II. Protective clothing will be laundered by the employee who will receive a laundry allowance in accordance with clause 12 of this agreement.

(o) **Safety Footwear:**

- I. A) 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.
- II. B) Where an eligible employee, with the employers' prior agreement to specification and costs, buys their own metal toe-capped safety footwear and produces a receipt to the employer they may be reimbursed the actual and reasonable cost up to an annual maximum amount as specified by the employer.
- III. C) An employee reimbursed for purchase of safety footwear under Clause 38(b) who ceases to be employed by the employer before completing 12 months' continuous service shall refund to the employer one-twelfth of the initial cost reimbursed for each incomplete month of the 12-month period

20. SICK LEAVE

Clauses 20 (a) – (g) are applicable to staff based at the Ara division, except for cleaners.

- (a) An employee who is granted an application of leave of absence on account of sickness or injury shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the calculation below. The actual period of sick leave entitlement at any time shall be the maximum amount as calculated below, less the total amount of sick leave with pay that the employee has taken during his/her service.
- (b) Every employee shall receive an entitlement of ten (10) days after six months of continuous service. The employee's entitlement shall be increased by ten (10) days every 12 months of continuous employment. Sick leave may be accumulated to a maximum of 160 days.
- (c) The employer may require a claim for sick leave for three or more days to be supported by 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.
- (f) A part-time employee shall be entitled to sick pay at the rate of the ordinary pay he/she would have received had he/she worked on the day he/she was absent due to illness. The provisions set out in sub-clauses (a), (b), (c) and (d) above shall also apply to part-time employees.
- (g) 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. "**Member of the Household**" shall refer to the Employee's child or partner and may include other members of the employee's family.

Clauses 20 (h) – (n) are applicable to cleaners based at the Ara division

- (h) It is the intention of the employer that paid sick leave is available to employees in cases of genuine illness or injury.
- (i) Employees must advise their manager as soon as is reasonably possible when an illness occurs.
- (j) The employee shall be entitled to ten (10) days sick leave per year and shall accumulate to a maximum of 120 days by carrying forward from one year to another any unused sick leave of up to 110 days.
- (k) The employer may request details of any income insurance or other income support available to the employee; and sick leave entitlement may be less any such income support available to the employee.

- (l) Sick leave may be taken where the Employee is sick or injured, or where the Employee is required to stay home to care for a dependent.
- (m) The Employer may require a medical certificate as proof of sickness or injury where the sickness/injury is for a period of three (3) calendar days or more. The Employer shall also be entitled to require the Employee to provide proof of entitlement to sick leave within the three (3) consecutive calendar days, at the Employer's cost. The Employer will inform the Employee as early as possible that such proof is required and agree to meet any reasonable expenses in getting this proof.
- (n) Sick Leave shall be paid at the Employee's relevant daily pay.

Clauses 20 (o) – (t) are applicable to staff based at the SIT division.

- (o) 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.
- (p) Sick leave shall accumulate from one year to the next to 195 days by carrying forward any unused entitlement.
- (q) In respect of absences of more than three consecutive days due to sickness the employer may require the production of a medical certificate.
- (r) It shall be obligatory on the employee to ensure notice is given to the employer on the first day of absence due to illness.
- (s) Notwithstanding the provisions of q) above, the overall intention of this clause is that sick leave shall only be paid in cases of genuine sickness. Where an employee is absent from duty without sufficient cause the employer may in respect of any future sickness related absence require the production of a medical certificate as proof of illness. Where this is to be the case, the employee shall, after consultation be advised in writing that subsequent periods of sick leave not supported by a medical certificate may at the employer's discretion be unpaid.
- (t) 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.
- (u) Where an employee has an unused sick leave entitlement, on production of a medical certificate, leave on relevant daily pay may be granted to an employee who finds it essential to remain at home in the event of a spouse's sickness or injury, their child's sickness or injury or sickness or injury of a dependent parent of the employee or of the spouse of the employee. Such leave is to be treated as though it were due to the employee's own sickness and set off against the employee's own sick leave entitlement.

21. BEREAVEMENT LEAVE

- a) An employee shall be entitled to five (5) days' bereavement leave on relevant daily pay upon the death of an immediate family members as identified in S69(2)(a) of the Holidays Act 2003.
- b) An employee shall be entitled to 3 days' bereavement leave on relevant daily pay upon the death of
 - i) any other person the employer accepts
 - ii) end of pregnancy due to miscarriage or still-birth as described

in S69(c) and S69(d) of the Holidays Act 2003

For the purposes of 20(b)(i) relevant factors include -

- a) The closeness of the association between the employee and the deceased person
- b) Whether the employee has to take significant responsibility or all or any of the arrangements for the ceremonies relating to the death
- c) Any cultural responsibilities of the employee in relation to the death

22. PARENTAL LEAVE

- (a) Parental leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments.
- (b) An employee who is entitled to up to twelve (12) months' parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and who returns to duty before or at the expiration of the leave qualifies for a payment equivalent to six weeks at the proportion of the position being returned to, upon production of the birth or adoption certificate.

23. FAMILY VIOLENCE LEAVE

- (a) Family violence may impact an employee's attendance or performance at work and is defined in s.9 of the Family Violence Act 2018.
- (b) The Employer will support staff experiencing family violence. This support includes:
 - (i) For those experiencing family violence, up to 10 days of paid leave in any calendar year to be used for medical appointments, legal proceedings and other activities related to family violence. This leave is in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
 - (ii) To support safety planning and avoidance of harassing contact, the employer will approve any reasonable request from an employee experiencing family violence for:
 - changes to their span or pattern of working hours, location of work or duties;
 - a change to their work telephone number or email address; and
 - any other appropriate measure including those available under existing provisions for flexible work arrangements.
- (c) All personal information concerning family violence will be kept confidential and will not be kept on the employee's personnel file without the employee being notified.

- (d) Proof of family violence may be requested and can be in the agreed form of a document from the Police, a health professional or a family violence support service.
- (e) Employees experiencing family violence will have direct access to the Employee Assistance Programme.

24. 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. Provided that the employee return to work immediately on any day he/she is not actually serving on a jury.

25. SECURITY OF EMPLOYMENT

- (a) The regular working period within the ordinary hours of work shall be set by the division. The said period shall be fixed as such for the duration of each year.
- (b) Prior to the last week of November of each year, an employee shall be notified of the proposed regular period of employment for the following year as defined in sub-clause (a) of this clause, provided that further additional hours of employment may be allocated at the commencement of the division year or during the year or at the commencement of employment by agreement between the division and the employee.
- (c) The regular period of employment as defined in sub-clause (a) of this clause shall not be varied during the year unless agreement is reached between the division, the employee and the union.
- (d) Sub-clauses (a) to (c) inclusive of this clause shall not apply to additional hours which are required to meet special or temporary circumstances. Such extra hours shall only apply for the duration of the special or temporary circumstances.

26. EMPLOYEE PROTECTION/TRANSFER OF UNDERTAKINGS/MERGERS

- (a) Introduction: the following provisions of this clause apply when Ara business is to be restructured and the work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.
- (b) Definitions: for the purposes of these provisions “affected employee”, “restructuring” and “new employer” shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004.
- (c) Consultation with the union: the employer agrees to consult with the union that is party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practical.
- (d) When consulting with the union, the employer will:
 - (i) Provide the union with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer;
 - (ii) Discuss with the union the notification of all affected employees who are covered by this Agreement and supply to the union a list of employees who are affected by the proposed restructuring;
 - (iii) Give the union reasonable time in which to meet and consult with its members and for the affected employees and their union to consider the proposal and its implications, and to make comments and suggestions about it;
 - (iv) Respond to the submissions (written and/or verbal) of the union and affected employees.
- (e) Implications for redundancy compensation of election to transfer: those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer. All employees have the right to transfer or not to transfer to the new employer. Where the employee’s employment is being terminated by the employer by reason of the sale, merger, transfer, contracting out or outsourcing of all or part of the employer’s business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if the employee has received an offer of employment 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.
- (f) Options: Where the new employer makes no offer in accordance with the criteria above (i.e. on the same terms and conditions, with the same duties and with recognition of continuous service), the options set out in the Redundancy clause of this Agreement shall apply.

27. REDUNDANCY

- (a) A surplus staffing situation may arise when the work undertaken by the employee ceases to exist. This may be the result of the restructuring of the whole or any part of the employer's operations because of, for example:
- the reorganisation or review of work;
 - a change in plant (or like cause) relevant to the individual employee's employment;
 - merger, change of status or closure of the division; or
 - contracting out of the employee's work.
- (b) The employer shall, at least six weeks prior to issuing notice of termination, advise any affected employee(s), and the union where any affected employee(s) are members of the union, of the possibility of a surplus staffing situation within an occupational classification in the division.
- (c) The period of notice is to allow time for discussion between the employer and the employee(s) of the reasons for the possible surplus staffing situation and to determine whether this surplus can be absorbed by attrition. The employer shall consider whether or not it is able to offer an alternative position within the division with terms and conditions that are no less favourable, which may also entail on the job retraining.
- (d) If the required number of positions cannot be achieved through attrition and a surplus staffing situation still exists the employee(s) who are identified as surplus shall be given a minimum of one month's written notice of termination of employment.
- (e) During the notice of termination period both the employer and the employee(s) shall make reasonable efforts to locate alternative employment for the employee(s). The employer will provide reasonable paid time to attend interviews, where prior approval will not be unreasonably withheld.
- (f) In the event that a reasonable offer of employment is made the employer's responsibilities under these provisions shall be fulfilled. A reasonable offer of employment shall constitute an offer of employment that:
- is in the same location;
 - has comparable duties and responsibilities; and
 - has terms and conditions that are no less favourable
- providing the employment being offered is available to be taken up by the employee prior to or at the conclusion of the notice of termination period.
- (g) If the offer of employment referred to in clause 25 (f) is not a reasonable offer by reason only that it is not available to be taken up by the employee(s) before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee(s); and under these circumstances the offer shall be deemed to be reasonable.

- (h) Where reasonable offer of employment is not made before the expiry of the notice of termination period the employee(s) will be entitled to redundancy pay calculated as follows:
- (i) 16 per cent of salary, or the appropriate portion of this amount, for the preceding 12 months will be payable in lieu of any notice not worked regardless of length of service; and
 - (ii) 12 per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (iii) 4 per cent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 20 years, 0.333 per cent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service;
 - (v) All holiday pay and wages owing.

Note: This is calculated on current gross weekly earnings as at the last day of service or on average gross weekly earnings over the previous 12 months service whichever is greater.

- (i) A work reference or record of service shall be provided on the employee's request.

28. COMPASSIONATE GRANT

Clauses 27 (a) is only applicable to staff based at the SIT division.

- a) In the event of a ETū member's death during their term of employment at SIT, a compassionate grant equivalent to one month's salary for each 10 years of continuous service will be paid to the surviving partner or duly authorised agent for the member's dependants where there is no partner.

Clauses 27 (b) is only applicable to cleaners based at the Ara division.

- a) In the event of the death of an employee while employed in a tenured position at Ara, including employment during any probationary period, there shall, with the approval of the employer, be paid to a near relative of the employee, or to some person approved by the employer on behalf of a near relative of the employee, an amount calculated as follows:
- b) In the case of an employee with 10 years and under 20 years' service, a sum equal to one-twelfth of the annual salary computed at the total rate payable to the employee at the time of her/his death;
- c) In the case of an employee with 20 years' service or more, a sum equal to one eighth of the annual salary computed at the total rate payable to the employee at the time of her/his death.
- d) For the purpose of this Clause, the term "near relative" means the spouse or partner of the deceased employee (where the deceased employee was the prime income earner of the household/family) or any dependent child or children of the deceased employee under the age of 18 years, or any other relative dependent upon the employee, and the term "service" means service as defined in Part 2 of this Agreement.

SECOND SCHEDULE

1. PAYMENT OF WAGES

- (a) The employer agrees to pay the employees fortnightly by direct credit to their nominated New Zealand bank account and for the money to be available no later than every second Wednesday, in line with the organisations pay periods unless otherwise agreed between the employee and employer.
- (b) No deduction shall be made from the fortnightly wages, except for union dues, and time lost through the employee's sickness (other than provided in the sick leave clauses) default or accident not arising out of or in the course of employment, or if it's been authorised by the employee.
- (c) Notwithstanding any provisions contained in this Agreement, an employer may pay the amount wages due to any employee to the nearest dollar about the precise calculation: provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation. Employees shall be supplied in writing with details of the manner in which their wages have been calculated.
- (d) Employees shall be provided with full details of their earnings on an approved pay advice form, showing hourly or weekly rate, wages, overtime, allowances and all deductions from the employee's wages.
- (e) When a pay day falls on a public or annual holiday, payment of salaries shall be made not later than the working day immediately preceding the holiday.

2. GENERAL CONDITIONS

- (a) An employee may not delegate any 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 his/her 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.
- (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.

3. 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 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 in 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 36 hours 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 the 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.

4. 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.

5. UNION FEE DEDUCTIONS

The employer shall deduct union fees from the wages of members of the E tū Incorporated who are bound by this agreement each pay period. This also includes periods of time off work on paid leave.

The employer shall remit all deducted fees to the Union not less than monthly on or by the 20th of the month following deduction. Such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.

The employer shall simultaneously forward to the Union via email where possible, or by post, a schedule detailing the name and address of the employee/s, value of this deduction; the employees payroll number; the termination date of any employee who has left, and details of the period covered by the remittance.

6. NOTIFICATIONS

The division shall upon written request, supply to the union a list of all members and intending members, with each member's and intending member's address, but not more frequently than at three monthly intervals. Such list shall be furnished not more than 30 days after receipt of the request from the Union.

7. WAGES AND TIME RECORD

- (a) The employer shall at all times keep a record (called the wages and time record) in accordance with the provisions of the Employment Relations Act 2000 and showing in the case of each employee covered by this Agreement:
- (i) The name of the employee;
 - (ii) The employee's age, if under 20 years of age;
 - (iii) The employee's postal address;
 - (iv) The kind of work on which the employee is usually employed
 - (v) The Agreement under which the employee is employed;
 - (vi) The classification or designation of the employee under the Agreement according to which the employee is paid;
 - (vii) The hours between which the employee is employed on each day, and the days of the employee's employment during each week;
 - (viii) The wages paid to the employee each week and the method of calculation; and
 - (ix) Such other particulars as are prescribed.
- (b) The wages and time record in use for the time being, or similar document that at any time during the preceding six years was in use, shall at all times be open for inspection as provided for in the Employment Relations Act 2000.

8. RIGHT OF ENTRY UPON PREMISES

An authorised representative of the union shall be entitled to enter at all reasonable times upon the premises and there interview any employees who are covered by the Custodians' CEA or who may potentially be covered by the Custodians' CEA but not so as to interfere unreasonably with the division's business.

9. 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.

10. PERSONAL GRIEVANCE AND DISPUTES PROCEDURES

The definitions and procedures applying for personal grievances and disputes are those provided in the Employment Relations Act 2000.

11. STOP-WORK MEETINGS

The Union may hold up to two stop-work meetings per year of employees employed under this Agreement, 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 between the union and the employer: provided that the union shall give at least two weeks' notice of its intention to hold such a meeting.

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.

12. SAVINGS CLAUSE

No employee who was employed at the time at which this Agreement came into force, shall have their wages or conditions reduced.

13. DELEGATE RIGHTS

- (a) The employer will recognise delegates, chosen by employees as the Union representatives.
- (b) Delegates will be allowed reasonable paid time to conduct onsite union business.
- (c) Delegates will have the right to accompany another member when representing them in a grievance.
- (d) Where more than one delegate is present, a site committee will be entitled to meet to deal with union business, and the timing of such meetings will be pre-arranged with the employer.
- (e) By arrangement delegates may be released without loss of normal pay for offsite union business.
- (f) The delegates will be given access to facilities for the effective performance of their job, including telephone, fax and email.
- (g) Delegates will have use of a notice board for the posting of union notices.

14. PAID EDUCATION LEAVE

The employer will release eligible employees bound by this collective agreement on paid Employment Relations Education Leave, as provided in Part 7 of the Employment Relations Act 2000.

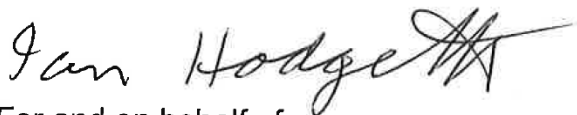
This Agreement was signed by the parties as follows:

Dated: 7 June 2024



For and on behalf of
Te Pūkenga

Dated: 6/6/24



For and on behalf of
ETŪ INCORPORATED

Appendix 1 – Temporary variation to core hours (SIT)

REQUEST FOR TEMPORARY VARIATION TO CORE HOURS – CLEANING STAFF

Employee ID	
Employee Name	
Department	Facilities / Cleaner
Building Currently Assigned	

I am requesting a variation to my work hours for the below period.

Date From	
Date To	
Start Time	
End Time	

The reasons for this request are as follows:

Requested by:

Name	Signature	Date

Supported YES NO (please circle one)

Name	Signature	Date

Approved

Name	Signature	Date

This form should be received no less than 30 days prior to the change request date.

This form is to be used for temporary changes to core hours due to term breaks.

If not supported, the Manager will talk with the employee directly to inform and provide reasons why.

Appendix 2 - Retiring Leave (SIT)

The following provisions for retiring leave are grand parented and apply only to those employees employed 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 entitlements 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.

MONTHS	0	2	4	6	8	10
Years						
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					

MONTHS	0	2	4	6	8	10
Years						
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					

Appendix 3 – Variation to Policy and Procedures (SIT)

Allegation of Staff Non-Performance and/or Misconduct

It has been agreed between Etū Inc and Southern Institute of Technology that:

- Members of Etū 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.