



# OTAGO POLYTECHNIC TIASA GENERAL STAFF COLLECTIVE EMPLOYMENT AGREEMENT

01 MAY 2015 - 30 APRIL 2017

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#### 1.0 AGREEMENT COVERAGE

1.1 This Collective Employment Agreement is made under the Employment Relations Act 2000 and amendments.

The parties to this Collective Agreement are:

- (a) The Chief Executive of Otago Polytechnic (Employer);
- (b) The Tertiary Institutes Allied Staff Association (TIASA) (Union).
- 1.2 The intended coverage of this agreement is those employees who are engaged allied staff work including but not limited to:

Administration, Financial Services, Secretarial, Clerical, Information Technology Services, Computer Consultants, Analysts and Programmers, Marketing, Communications, Public Relations, Recruiting, Liaison, Student Support, Student Centre, Career Consulting, Caretaker / Grounds, Technical Support, Telephone Services, Mail Process and Delivery, Tea Provision, Human Resources, Payroll, Reprographic, Facilities Management and Maintenance, Customer Services, Supervisory and Management in any of the above areas.

Management positions which directly report to the Leadership Team/Third Tier Managers/Service Manager level incumbents are not covered.

# 1.3 Union Recognition

Subject to the Employment Relations Act 2000 and amendments the employer agrees to recognise TIASA as the Union for the employees covered by this agreement.

#### 1.4 New Employees

For new Employees who are appointed during the term of this Agreement and who are primarily employed in the occupational groups outlined in Clause 1.2, the Employer will:

- a) inform the Employee that this Agreement exists and covers the work to be done by the Employer and;
- b) provide the Employee with a copy of this Agreement and;
- c) inform the Employee that she/he may join TIASA, give the Employee an application form to join TIASA and advise the Employee how to contact TIASA and;
- d) inform the Employee that if the Employee joins TIASA she/he will be bound by the Agreement.
- 1.5 This agreement should be read in cross-reference with organisational policies and practices including OP Values, Behaviours, Professional Practice Expectations and Team and Individual Performance Planning processes that are available on the employee's intranet site. This CEA shall prevail over policies if there is ever a dispute between the Policy and the employment agreement, for TIASA members.

#### 2.0 **DEFINITIONS**

- 2.1 "**Employer**" means the Chief Executive Officer of Otago Polytechnic.
- 2.2 "**Employee**" means a person employed in terms of clause 1 of this agreement.
- 2.3 "Polytechnic" means Otago Polytechnic or any Corporation, Trust or Enterprise established by the employer or the Governing Body of the employer party to this Agreement.
- 2.4 **"Full time employee"** means an employee who undertakes the duties of a position for the normal hours of work (i.e. 37½ hours per week).
- 2.5 **"Part time employee"** means an employee who usually works less than 37.5 hours per week.
- 2.6 **"Fixed term employee"** means an employee engaged in a defined task or project, that has a specified start and end date.
- 2.7 "**Grade**" means a division of a salary scale in respect of which a particular salary or range of salaries is payable.
- 2.8 "Union" means the Tertiary Institutes Allied Staff Association (TIASA).

#### 3.0 TERMS OF EMPLOYMENT

#### 3.1 Probation Periods:

- (a) At the discretion of the employer, every person (other than a temporary appointee) who is first appointed, or reappointed after a break of employment from the Polytechnic may be required to undergo a probation period of up to 90 working days.
- (b) The employer may in individual cases for good reason extend the period of probation for specific period of no more than 30 working days, by notice in writing to the employee.
- (c) If no such formal action is taken within two weeks of the probation period (including any extension) expiring, appointment to the Polytechnic is automatically confirmed.
- (d) For all employees on probation two weeks' notice of termination of employment shall be given by either party.
- (e) No employee will be employed on a trial basis under the ERA 2000 and its amendments
- (f) Nothing in sub clauses (3.1d) and (3.2a) 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.

#### 3.2 Notice Period:

- (a) Except as provided for in (d) above, employment may be terminated with one month's notice by either party this includes fixed term agreements. A lesser period may be agreed by both parties.
- (b) The employer may, before the expiration of any notice given under sub clauses (3.1d) and (3.2a) of this clause, and with the employee's consent pay to the employee concerned the salary he/she would have earned during the unexpired portion of that notice; and the termination shall then take effect immediately.

#### 3.3 Pay Cycle:

- (a) All salaries shall be paid on a fortnightly pay cycle, not later than three working days after the end of the pay period, provided that wages shall be paid not later than Wednesday following the pay period.
- (b) All salaries shall be paid by direct credit to the employee's nominated account.

#### 4.0 SALARIES

4.1 Rates of annual salaries to be paid to employees are listed in Schedule A of this Agreement, as at 01 May 2015 (which is an increase of \$900 flat rate increase). Rates of annual salaries will be increased by 1.7% effective 01 May 2016.

#### 4.2 Career and Salary Structure

Please refer to Schedule D for information on the Career/Salary Structure

#### 4.3 Salary increments

- (a) An employee holding a position or a grade to which two or more salary steps apply, and who is not being paid at the highest of those steps shall, after 12 months at that rate, move to the salary step above.
- (b) The employer may withhold such increments if in the opinion of the employer the employee's performance is unsatisfactory. When an increment is withheld, the employee shall be advised in writing of the reason(s).
- (c) The employer may allow additional or accelerated salary steps.
- (d) All salaries shall be reviewed at least annually.

#### 5.0 HOURS OF WORK

- 5.1 The following provisions shall apply to all occupational classes except for Tea Attendants and clause 5.1.1, 5.2 and 5.3 does not apply to Food Services staff in the School of Hospitality.
  - 5.1.1 Subject to the provisions of sub clauses 5.1.3 to 5.1.6 below, the whole holiday provisions in clause 10.0 and authorised leave of absence, the normal hours of work will be 37½ hours per week (7½ hours per day) to be worked

between 7.00am and 9.00pm on five consecutive days from Monday to Saturday inclusive.

5.1.2 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.

#### 5.1.3 Changes in hours of work:

Employees employed pursuant to the terms of this agreement, as at the date of signing, shall not have their existing hours of work altered other than by agreement between the parties.

- 5.1.4 The Union shall be given the opportunity to consult with the employer with regard to Saturday work arrangements. Such consultation may include consideration of changes in work patterns or job functions which may arise from the introduction of Saturday work.
- 5.1.5 All employees will be allowed a rest period of 10 minutes duration in the morning, in the afternoon and in the evening.
- 5.1.6 The employer may from time to time and by agreement with the Union concerned adopt a system of flexible working hours.
- 5.2 Where an Employee agrees, the normal hours may be carried up to 40 hours per week. In this instance the employee's salary will be increased on a pro rata basis.
- 5.3 Where an Employee currently employed with normal hours of work of 40 per week, joins the collective he/she may agree to retain normal weekly hours of 40 per week.

Hours of work for employees in Food Services within the School of Hospitality hours of work will be 40 hours per week between 5.00am to 2.00am on five consecutive days from Monday to Sunday inclusive. Food Services staff may be rostered to work either a Saturday or Sunday but not both days.

#### 6.0 TECHNICIAN LECTURER

A technician lecturer is an employee permanently working as a technician who is also employed to lecture on a proportional basis. Generally these employees work 37.5 hours per week with occasional peaks in excess of this to cover academic duties.

- (a) Base teaching commitments are to be discussed, timetabled and agreed in writing by all parties at least two weeks before the teaching year begins. The hourly rates for both the technical work and the lecturing work will be averaged and paid as one salary throughout the calendar year. Tax will be applied at the single taxation rate.
- (b) Teaching workloads will be reviewed quarterly with appropriate adjustments to salary.

- (c) Technician lecturers will teach for no more than 0.5 of a full time position and will earn discretionary leave, for all hours above 0.2, on a pro rata basis up to a maximum of 10 days.
- (d) Professional development leave of 10 days will be available to all technician lecturers.

#### 7.0 OVERTIME

- 7.1 The following shall apply to all Occupational classes. Clause 7.1.1, 7.1.6 and 7.1.8 do not apply to food services staff in the School of Hospitality.
  - 7.1.1 "Overtime" means the time worked as follows:
    - (i) Monday to Friday all hours worked after completing 7½ hours at ordinary time rate for the day.
    - (ii) Saturday, Sunday or whole holiday all time worked.
  - 7.1.2 Minimum break between spells of duty:
    - (i) "Ordinary work" means work during the hours, which are normally paid at ordinary time rate for the day.
    - (ii) "Nine hour break" means a period off duty of nine consecutive hours.
    - (iii) "Unbroken work" means ordinary work, which is separated from the preceding period of ordinary work by less than a nine hour break.
  - 7.1.3 Wherever practicable, no employee shall be required to perform unbroken work.
  - 7.1.4 If unbroken work is performed it shall be paid at overtime rates, with regard to the time at which it occurs and the amount of overtime which precedes it.
  - 7.1.5 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours, shall be treated as a normal absence from duty.
  - 7.1.6 Employees shall, by mutual agreement, be compensated for authorised overtime by either of the following options:
    - (i) Time off in lieu of overtime (Reserve time) to be taken as one and a half hours for each hour worked.
    - (ii) The payment of all overtime hours at time and a half.

Except that double time shall be paid for all overtime worked as follows:

- (i) Sundays; and
- (ii) Whole holidays as defined in clause 10.0.

- 7.1.7 An employee required to work overtime on a Saturday, Sunday or whole holiday shall be paid a minimum payment equal to three hours at the appropriate rate.
- 7.1.8 Reserve time may be accumulated to a maximum of 50 hours. If the reserve time is not able to be taken within six months of the accumulation, it shall be paid for at time and a half rates.
- 7.1.9 Limits on payment of overtime. An employee who receives in excess of the following salary is not entitled to overtime payments or reserve time:

As from 01 May 2015 \$60,000 As from 01 May 2016 \$61,020

7.1.10 Computation of overtime and penal rates

For the purposes of calculating the hourly rate, annual salary shall be divided by 2080 for a 40-hour week, and 1950 for a 37.5-hour week.

7.1.11 Overtime provisions for food services staff in Functions and Catering (FNC) Hours of work for employees in Functions and Catering will be 40 hours per week between 5.00am to 2.00am on five consecutive days from Monday to Sunday inclusive. Functions and Catering staff may be rostered to work either a Saturday or Sunday but not both days. Over time between 40 hours and 50 hours per week will be paid at normal time rates. Hours worked over 50 hours per week will be paid at time and quarter. All hours worked on Sunday to be paid at time and half.

#### 8.0 CALL BACK

- 8.1 Subject to the provisions of clauses 8.2 and 8.3 below, where an employee is called back to work after:
  - (a) completing the day's work; and
  - (b) leaving the place of employment; or is called back before the normal time of starting work and does not continue working until such normal starting time, the employee shall be paid for a minimum of three hours, at the appropriate rate
- 8.2 A call back which commences and finishes within the minimum period covered by an earlier call back shall not be paid for.
- 8.3 Where a call back commences before and continues beyond the end of a minimum period for a previous call back, payment shall be made as if the employee had worked continuously from the beginning of the previous call back to the end of the latter call back.

#### 9.0 ANNUAL LEAVE

- 9.1 After the completion of 12 months continuous employment, an employee is entitled to four weeks paid annual leave per annum. Annual leave must be taken at a time agreed by the Polytechnic who will not unreasonably withhold consent. If the Polytechnic and Employee are unable to reach agreement, or for an annual closedown period, the Polytechnic can require the Employee to take annual leave on 14 days' notice.
- 9.2 Staff with less than 1 year service will be entitled to 4 weeks annual leave per year as per the Holidays Act 2003. This includes fixed term staff who are employed for less than a year.
- 9.3 Staff with between 1 and 5 years' service will receive 4 weeks leave plus paid leave for the non-public holidays between Christmas and New Year. In the year of the entitlement to five weeks leave falling due employees whose original employment start date was between 1 January and 30 June will not receive the additional 2 days between Christmas and New Year because they will have had time to accrue the extra leave required before the Christmas period. Those employees whose original employment start date was between 1 July and 31 December will receive the additional 2 days one off between Christmas and New Year.
- 9.4 Staff with 5 years' service or greater" will receive 5 weeks leave but will not receive paid leave for the non-public holidays between Christmas and New Year.
- 9.5 As a one off, Tiasa members who are entitled to 5 weeks annual leave will receive the two (2) days between Christmas and New Year (30 and 31) December as gift days for 2015 and (29 and 30) December 2016.
- 9.6 Leave year means a year ending on 31 December, except in the employees first year of service.
- 9.7 The Employee's pay during annual leave will be the Employee's average weekly earnings during the previous 12 months, or current ordinary weekly pay whichever is the greater.
- 9.8 If the Employee, the Employee's spouse or a dependent is sick or injured while the Employee is taking annual leave, the Employee can ask to have some of that leave transferred to sick leave. The Polytechnic will consider the request having regard to the relevant circumstances at the time and take into consideration any medical certificate provided.
- 9.9 If the Employee suffers bereavement before or during annual leave, the Employee can take the bereavement leave to which he or she would have been entitled had the Employee been working. The Polytechnic will then transfer the relevant period of annual leave to be eavement leave.
- 9.10 If the Employee, the Employee's spouse, or a dependent is sick or injured before the Employee takes annual leave, the Employee can replace any period of sickness or injury that would have been annual holiday with sick leave, within the limits of the Employee's accrued entitlements.

- 9.11 The Employee may use accrued annual leave as sick leave or bereavement leave if all his or her entitlement has been used, but must notify the Polytechnic in writing that the Employee wishes to do so.
- 9.12 The Ministry of Business Innovation and Employment (visit www.mbie.govt.nz/or phone 0800 20 90 20) can provide additional information about the Employee's entitlement to annual leave.

#### 10.0 PUBLIC AND POLYTECHNIC HOLIDAYS

10.1 The following days shall be observed as public holidays:

Christmas Day

**Boxing Day** 

The day after Boxing Day (Polytechnic Holiday)

New Years Day

The day after New Years Day

Waitangi Day

Good Friday

Easter Monday

Easter Tuesday (Polytechnic Holiday)

Anzac Day

Sovereigns Birthday

Labour Day

Anniversary Day (as observed in the locality concerned)

- 10.2 In the event of a public holiday falling on a Saturday or a Sunday, such holiday shall be observed on the following Monday, and in the event of another holiday falling on such Monday then the public holiday shall be observed on the succeeding Tuesday.
- 10.3 For General staff the three days after Boxing Day shall be days where staff are not required to work.
  - (a) Where their annual leave entitlement is less than five weeks these days will be paid holidays and will not reduce their annual leave balances.
  - (b) If the employee transfers to 5 weeks annual leave prior to 30 May then these days will be regarded as annual leave and reduce their entitlement accordingly. If the employee transfers to 5 weeks annual leave after 30 May then these days will be paid holidays and not reduce their entitlement accordingly.
- 10.4 Observance of Anniversary Day

Will be observed on Otago Anniversary Day or the day locally observed as that day at the employer's discretion.

#### 11.0 TIME OFF FOR WORKING ON PUBLIC HOLIDAYS

- 11.1 Any employee may be required to work on any of the public holidays (or substituted succeeding days) set out in clause 10.0.
- 11.2 If an employee is required to work on a public holiday (or substituted succeeding day), then he or she will be paid at double time rates for the time worked.
- 11.3 If an employee is required to work on a public holiday or substituted succeeding day (with the exception of the day after Boxing Day, and Easter Tuesday) he or she will be entitled to an alternative holiday at a time decided by the employer.

#### 12.0 JURY SERVICE

Any full time, proportional or part time staff member required to attend a court on jury service will, on the production of a statement from the registrar of the court, be paid their normal gross ordinary daily pay for the days involved in Jury Service. The employee will reimburse to the Polytechnic all payments received from the court excluding any reimbursing payment for travel, accommodation or meals.

An employee shall return to work as soon as possible if not selected for Jury Service.

If Jury service will impede the Polytechnic's operational requirements, the Polytechnic may require the employee to seek exclusion from Jury Service and the Polytechnic will supply a written letter of support for that application for exclusion.

#### 13.0 SICK LEAVE

- 13.1 An employee who is absent due to sickness or to care for a sick dependant shall advise the employer as soon as it is practicable.
  - An employee must provide a medical certificate for any absence beyond five (a) days.
  - An employee may be requested to provide a medical certificate for a period of (b) absence of three or more consecutive calendar days.
  - An employee may be requested to provide a medical certificate for a period of (c) absence of less than three consecutive calendar days where the employer has reasonable grounds to suspect that the sick leave being taken is not genuine. Any such request by the employer must meet the requirements set down by the Holidays Act.
- 13.2Whether or not sick leave entitlement has been exhausted, an employee may elect to have all or part of an absence on account of sickness debited against annual leave entitlement under clause 9.0.
- 13.3 The period of leave to which an employee is entitled shall be as follows:
  - (a) From commencement of employment an employee shall be entitled to ten days sick leave per annum (on full pay).

- (b) This leave can be accumulated to a maximum of 300 days.
- (c) An employee is entitled to utilise up to thirty days (three years entitlement of their sick leave entitlement in advance from the date of their employment commencement". Such leave can only be taken following discussion between the employee, the employer and TIASA.
- (d) Should employment be terminated / the employee resign prior to entitlement of sick leave used in advance it may be deducted from the employee's final pay.
- (e) When an employee has utilised their sick leave entitlement the employer may agree to anticipated sick leave, leave without pay or any other paid leave entitlement held by the employee
- 13.4 In exceptional circumstances the employer may grant sick leave in excess of the periods prescribed in clause 13.3 above.
- 13.5 An employee who cites work related stress or fatigue as the cause of sick leave may be required to undergo an independent assessment from a suitably qualified practitioner mutually agreed on by the employer and employee.

#### 14.0 WELLNESS DAY

A Wellness Day is a proactive wellness initiative, whereby staff can use one day per annum for rest and relaxation. This one day is debited against the employee's sick leave entitlement and is non-accumulative. Should a day not be used it remains as a sick leave entitlement. An employee who is using a "Wellness Day" must where possible provide 3 days' notice to the employer to ensure impact to the business is minimised.

## 15.0 BEREAVEMENT/TANGIHANGA LEAVE

- 15.1 The employer shall approve 3 days bereavement leave on pay for an employee who suffers a bereavement of a spouse, parent, child, brother or sister, grandparent, grandchild or spouse's parent.
- 15.2 The employer shall approve 1 day bereavement leave on the death of any other person if the employer accepts that the employee has suffered bereavement.

Factors to consider as per the Holidays Act are:

- (a) The closeness of the association between the employee and the deceased person; and
- (b) Whether the employee has to take significant responsibility for all or any of the arrangements for the ceremonies relating to the death; and
- (c) Any cultural responsibilities of the employee in relation to the death.
- 15.3 The employer may, at their discretion extend the length of time of the leave beyond the days specified. In the event of more than one bereavement, the total number of leave days will accumulate.

#### 16.0 PARENTAL LEAVE

The provisions of the Parental Leave and Employment Protection Act 1987 and its amendments shall apply to all employees. For further information refer to the Act or www.mbie.govt.nz/, or phone 0800 20 90 20.

- 16.1 A woman who is employed for at least 10 hours per week for the preceding 6 months will be eligible for maternity leave of up to 14 weeks. This maternity leave may be commenced up to 6 weeks before the date of birth or adoption at the choice of the employer.
  - Paternity leave is available as follows up to 2 weeks unpaid for the mothers partner on the birth or adoption of a child if that partner meets the hours test for the previous 12 months of service or 1 week if that partner meets the hours test for the previous 6 months of service.
- 16.2 Extended leave of up to 52 weeks, less any maternity leave taken or period of extended partner's or paternity leave taken, that can be shared between the parents who have qualified for leave on the basis of the hours test for the previous 12 months of employment with the employer.
- 16.3 For an employee with less than one year's service, extended leave of up to 6 months, less any maternity leave taken will be granted.
- 16.4 Where an employee, who is entitled to parental/maternity leave of up to 12 months, returns to and remains in their substantive position for 6 weeks at the expiration of the leave, will qualify for a parental leave payment equivalent to thirty (30) working days' leave on pay.
- 16.5 An employee who is absent on parental leave for less than six weeks (30 working days) and returns to their substantive position will receive that proportion of the parental leave payment provided in clause 16.4.
- 16.6 An employee who returns to work on a part time basis or less than their substantive position qualifies for pro rata payment provided in clauses 16.4 and 16.5 above.
- 16.7 Subject to the provisions of clauses 16.2 to 16.6 above, maternity leave may be granted for second and subsequent children provided the eligibility criteria are met. However, the employee cannot be eligible for another period of parental leave unless the expected date of delivery or adoption is at least 12 months after the employee's return to work from a previous period of parental leave
  - Parental leave is not to be granted as sick leave on pay or sick leave without pay.
  - Annual leave due will not be required to be taken before the employee proceeds on maternity leave, but may be held over and taken when the employee returns to work.
  - An application for parental/maternity leave must be made at least one month before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.
- 16.8 An employee returning from parental/maternity leave is entitled to resume work in the same or similar position to that occupied at the time of commencing

- parental/maternity 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.
- 16.9 An employee who is entitled to the parental leave payment as described in 16.4, 16.5, 16.6 and 16.7 resigns from their substantive position or reduces their substantive position at their request within six (6) calendar months of returning from parental/maternity leave will be required to refund the payment on a pro rata basis, based upon one week (five working days) forfeiture for each month or portion thereof not worked.

#### 17.0 SERVICE FOR LEAVE PURPOSES

For the purposes of clauses 9.0, 13.0 and 22.0, the following definitions apply:

- 17.1 "Service" in the case of employees engaged by the employer as at the commencement date of this agreement, service shall be deemed to include all prior service as defined in clause 17.0 "Service for Leave Purposes" in the former New Zealand Polytechnic Allied Staff Award (document 152).
  - (a) In the case of employees engaged after the commencement date of this Agreement, service shall mean continuous service within the Polytechnic sector.
- 17.2 "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.
- 17.3 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 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.
- 17.4 "Leave year" means a year ending on 31 December except in the case of a new employee for whom it means the first anniversary date of appointment.

#### 18.0 SPECIAL LEAVE

18.1 An employer may grant special leave, with or without pay, on such terms and conditions as the employer decides. Agreement to such requests shall not be unreasonably withheld.

#### 19.0 LONG SERVICE LEAVE

- 19.1 Long Service Leave entitlements are as follows:
- 19.1.1 Staff who have completed 10 year's service will be entitled to 2 weeks long service leave
- 19.1.2 Staff who have completed 15 year's service will be entitled to 2 weeks long service
- 19.1.3 Staff who have completed 20 year's service will be entitled to 2 weeks long service leave
- 19.2 Long service leave shall be taken in a single period.
- 19.3 Subject to the provisions of clause 19.5 below, long service leave shall be forfeited if not taken within five years of the entitlement becoming due.
- 19.4 An employee who becomes eligible for long service leave within two years of retirement may, at the discretion of the employer, take that leave immediately following the day office is relinquished together with any other leave due or granted on retirement, and the employee shall be deemed to be a supernumerary during the period of leave; but retirement shall then be effective as from the date on which all such leave expires.
- 19.5 An employee who is working reduced hours or is employed part time and who takes long service leave shall receive a pro rata reduction of salary while on leave but not of the number of leave days.
- 19.6 If an employee dies after qualifying for long service leave but before the leave has been taken or forfeited in accordance with the provisions of this clause, the employee's spouse/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.

#### 20.0 RETIRING LEAVE

The following sections apply to staff who were employees of Otago Polytechnic at 1 July 1993.

- 20.1 Full time employees who have attained the age of 60 years and completed at least 10 years' service; shall be entitled to retiring leave as set out in Schedule B (1.0). Retiring leave shall be calculated on a pro rata basis according to the employee's record of service.
- 20.2 For employees who are eligible for retiring leave and whose services are made redundant through the surplus staffing provisions before they retire, the employer will consider granting retiring leave in accordance with this table:

| Qualification Required                       | Retiring Leave |
|--|----------------|
|  | (working days) |
| Completion of 15 years' service              | 65 days        |
| Completion of 10 and under 15 years' service | 44 days        |
| Completion of 5 and under 10 years' service  | 22 days        |

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

- 20.4 An employee who has more than 20 years' continuous service, or is eligible to retire on the grounds of service, shall be entitled to anticipate retiring leave in terms of Schedule B (2.0).
- 20.5 On the death of an employee the employer may approve a cash grant in lieu of retiring leave to the spouse or dependants or the estate of the deceased employee.

#### 21.0 RESIGNING LEAVE

The following sections apply to staff who were employees of Otago Polytechnic at 1 July 1993.

- 21.1 Resigning leave, as set out in Schedule B (3.0), may be granted to full-time employees who resign their position.
- 21.2 The amount of resigning leave granted to any person shall be reduced by the amount of any long-service leave taken by that person.
- 21.3 Resigning leave shall be calculated on a pro rata basis according to the employee's record of service.

#### 22.0 PROFESSIONAL DEVELOPMENT LEAVE

- 22.1 Each employee will be allocated 5 days Professional Development Leave per year.
- 22.2 Each employee wishing to use this leave shall submit a professional development programme for the approval of the employer
- 22.3 The approval of the employer shall not be unreasonably withheld
- 22.4 Reasonable notice must be given of the proposed activity with due regard to the Polytechnic's operational requirements.
- 22.5 On job training is part of normal work time, and not to be deducted from the professional development days.

#### 23.0 TRAVELLING ALLOWANCE

- 23.1 A staff member required to travel within New Zealand on official business shall be paid a travelling allowance within the following parameters. The written approval of the employer is required prior to any expenditure within i to iv below:
  - Approved actual and reasonable accommodation and travel costs on (i) proof of payment
  - (ii) Actual and reasonable meal costs up to \$78 for each completed 24 hour period, on proof of payment;
  - (iii) An allowance of \$40 per night when staying privately;
  - (iv) An incidental allowance of \$10 for each 24 hour period or part thereof
- 23.2 An employee will be reimbursed for actual and reasonable costs involved when travelling outside of New Zealand on Otago Polytechnic's behalf.

#### 24.0 MEAL ALLOWANCE

24.1 An employee who is required to work two hours or more overtime and as a result is reasonably required to buy a meal, will be allowed a half hour meal break and will be paid the meal allowance in Schedule C (2.0).

#### 25.0 CASHIERS ALLOWANCE

25.1 An employee engaged in cashier's duties, (public counter of office) shall be paid a cashier's allowance, paid out pro-rata on a pay-period basis. This allowance rate is set out in Schedule C (3.0).

#### 26.0 TRANSPORT ALLOWANCE

26.1 In the absence or unavailability of an Otago Polytechnic vehicle or inability to use a taxi or rented vehicle and with prior approval by the manager a transport allowance will be paid either in accordance with Department of Inland Revenue Mileage rate of 77c per km or to a maximum of \$180 including petrol whichever is the lesser. Reimbursement will not be paid without prior management approval.

#### 27.0 SPECIAL DUTIES ALLOWANCE

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

#### 28.0 BRANCH TIME ALLOWANCE

28.1 The employer will recognise the TIASA Branch Chair as the union representative on site. Notice of the appointment of the Chair will be given to the employer in writing. The employer agrees to allocate 0.2 work time to the Branch Chair to fulfil their union duties, from the date of ratification.

#### 29.0 HIGHER DUTIES ALLOWANCE

The following conditions shall apply to all Occupational Classes.

- 29.1 An employee who is substantially performing the duties and carrying out the responsibilities of a higher graded position on a temporary basis may be granted a higher duties allowance to the equivalent of the difference between the employee's current salary and the salary which would be received if the employee were appointed to the higher graded position.
- 29.2 To qualify for payment of a higher duties allowance an employee must perform the duties for five consecutive working days.
- 29.3 An abated rate of allowance may be paid where less than full duties and responsibilities of the higher position are performed.

#### 30.0 TEA PROVISION

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

#### 31.0 PROTECTIVE CLOTHING

- 31.1 Where the employer considers it necessary, appropriate protective clothing will be provided which will remain the property of the employer.
- 31.2 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 cap, goggles, visor, respirator, acid resistant apron, gloves and overshoes.
- 31.3 In addition, an employee shall be provided with protective equipment as specified and in the following circumstances:
  - (a) The employer will take all practical steps to reduce noise level or to isolate any work process where the noise level might cause impairment to an employee's hearing. If this is not practical, the employer will provide appropriate hearing protection.
  - (b) Eye protection in areas where an employee is subject to risk of injury to the eyes.

#### 32.0 LAUNDERING OF PROTECTIVE CLOTHING

32.1 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.

#### 33.0 SAFETY FOOTWEAR

- 33.1 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 and these conditions apply to all staff in order to meet the requirements of the Health and Safety in Employment Act (1992). All safety footwear purchased must comply with NZ / Australian safety standards.
- 33.2 The entitlement shall be limited to one per year except that in those instances where the employer is satisfied that due to genuine wear and tear an employee's safety footwear should be replaced within the one year period, the employer may purchase for the employee an additional pair of safety footwear in terms of clause 33.1 above.
  - No more than two pairs of safety footwear will be purchased for each employee in any one year and the cost of the second pair shall be purchased only on the production of the worn out boots which shall remain with the employer.
- 33.4 An employee who has had safety footwear purchased for them and who ceases to be employed before completing 12 months continuous service shall return the safety footwear to the employer at the conclusion of them employment.

33.5 The employer's consent is required prior to purchase

#### 34.0 REMOVAL EXPENSES

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

#### 35.0 RESOLUTION OF EMPLOYMENT PROBLEMS

35.1 The procedures set out in Schedule D of this agreement shall apply in respect of the resolution of employment problems, including personal grievances.

#### 36.0 VDU USAGE

36.1 Where prescription glasses are required only for work purposes, the Employer will contribute up to \$200 every two years for their purchase. This must be supported by an Optometrist's certificate.

The Employer will reimburse Employees every two years for eye testing, or where an optometrist, in writing, recommends/requires testing more frequently.

#### 37.0 SAVINGS CLAUSE

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

#### 38.0 REDUNDANCY / SURPLUS STAFF

- 38.1 The parties to this agreement commit themselves to identifying ways of continuing to improve the consultative process.
  - (a) TIASA will be notified by the employer at any early stage of any review by Otago Polytechnic of the whole, or part of the Polytechnic's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing staff member.
  - (b) The employer will consult with the union during any review. Should the review confirm a surplus staffing situation, individuals who might be affected shall be advised in writing of this and of their right to assistance from TIASA.

## 38.2 Surplus Staffing Provisions

#### (a) Intent

The employer recognises the serious consequences that the loss of employment can have on individual staff members and seeks to minimise those consequences by means of this agreement. These provisions apply to staff members who for all intents and purposes have an on-going expectation of employment. They will not apply to staff members who have reached the expiry of a limited tenure appointment.

#### (b) Definition

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

#### (c) Notification

When, as a result of the consultation as specified in the Agreement, specific positions are identified as surplus the employer shall advise TIASA, and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties.

#### **Options**

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

- (a) voluntary severance
- (b) attrition;
- (c) redeployment (subject to the statutory requirement that all vacant positions must be advertised);
- (d) enhanced early retirement;
- (e) retraining;
- (f) severance.

The aim will be to minimise the use of severance. Where the other options are inappropriate to discharge the surplus the option of severance will be made available. Employees who are offered a position within the Polytechnic which is directly comparable to their existing position, which does not require a change in residential location, and who decline the appointment will not have access to severance.

#### 38.3 Conditions applying to options

#### (a) Voluntary Severance

The employer will consider the use of voluntary severance. The process for enacting voluntary severance is as follows:

- (i) The employer will call for volunteers to apply for severance from the pool of employees in the affected programme/area;
- (ii) All expressions of interest in voluntary severance will not necessarily be accepted. The operational requirements of the polytechnic will be taken into consideration when making this decision;
- (iii) Should the number of volunteers exceed that required the employer will select which employee(s), if any, will be accepted using the process outlined in the selection criteria selection below;
- (iv) Staff accepted for voluntary severance will have their employment terminated in accordance with the severance provision below.

#### (b) Attrition

Attrition means that as staff members 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 staff members or on promotions.

#### (c) Redeployment

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

- (i) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the staff member at the rate paid in the old job at the time of redeployment.
- (ii) The salary can be preserved in the following ways:

A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or; An on-going allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

- (iii) Where the new job is at a location outside the local area, the staff member shall be entitled to relocation expenses as set out in clause 34.1 of the collective agreement.
- (iv) The State Sector Act requires that any vacant positions be advertised and the best candidate appointed. This means that some redeployment opportunities will be subject to that requirement.

#### (d) Enhanced Early Retirement

This option provides for a staff member to be paid the money available under the severance option, which may, if the staff member so desires, be used to make up the actual super annuity payable. Staff members are eligible if they have 10 years total service. Subject to discussion with the Government Superannuation Fund, service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

Enhanced early retirement may be made available at the discretion of the employer at any time to eligible staff members not declared surplus if they are replaced by a surplus staff member seeking redeployment or reassignment.

#### (e) Retraining

The employer may, following application from the staff member, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the staff member's prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may be paid to the employer, shall not exceed 110% of the value of the severance payment the staff member would be entitled to. This is in lieu of any severance payment.

#### **(f)** Severance

- For the purposes of these provisions, salary is defined as taxable salary, (i) exclusive of allowances.
- (ii) "Service" for the purposes of this sub clause is as defined in Clause 17.
- (iii) Payment will be made in accordance with the following:
  - 16 percent of salary for the preceding 12 months subject to finishing on an agreed date. This payment is made regardless of length of service;
  - 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
  - 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
  - where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service;
  - Outstanding (annual) leave shall be cashed up separately.

#### 38.4 Selection

- (a) If the employer determines that there is a need to select which employee(s) are surplus from a pool of employees, it will develop the selection criteria and process to be used in selecting which staff member(s) will be made redundant.
- (b) The selection criteria will genuinely reflect; the type and variety of skills required, the knowledge and experience required and operational needs of the area. The selection criteria must be unbiased, measurable, fair, objective and consistent with the purpose of determining which staff will be declared surplus.
- (c) Prior to finalising the selection criteria, affected employees and TIASA will be given the opportunity to comment.
- (d) Staff will be given the opportunity to update their curriculum vitae and the employer will provide assistance with CV preparation if required.
- (e) Staff involved in the selection process will be given copies of any selection assessment material made of them and will have the opportunity to correct any errors prior to any individual staff member being given notice that they have been declared surplus.

#### 38.5 Rights of Staff Members Declared Surplus

#### (a) Time Off to Attend Interviews

The employer shall give staff member's reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the polytechnic.

#### (b) References

The employer shall supply to all surplus staff members a letter of reference.

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#### (c) Counselling

Counselling for affected staff members and family may be made available as necessary.

#### (d) Staff Members on Leave

A staff member who is declared surplus and who is on parental leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this CA.

#### 39.0 SALE AND TRANSFER OF BUSINESS

39.1 The following provisions apply if the Polytechnic's business is to be restructured, or the work the Employee performs is to be performed for a new employer for any reason. For the purpose of this clause "restructure" includes Internal reorganisation, workforce reduction, or transfer of any or all of the Polytechnic's business as a result of sales or of contracting out/in of the work the Employee would otherwise perform.

The definition of "restructuring" is in accordance with the Employment Relations Amendment Act (ERA) 2004. The Polytechnic will manage situations that fit this definition of "restructuring" as required by the ERA Amendment Act 2004, with particular note of protection for workers being contracted in or out, and the unique requirements in restructuring situations for vulnerable workers as defined by the amendment to the Act.

- 39.2 If the restructuring proposal his implications for the Employee's employment, the Polytechnic will consult with TIASA and the Employee as soon as is practical after having decided to investigate the proposal.
- 39.3 The Polytechnic will provide TIASA and the Employee with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the Employee, including the timing of proposed negotiations and of the implementation of any proposed transactions.
- 39.4 At the Employee's or TIASA's request the Polytechnic will provide the Employee with any relevant and reasonably available information, subject to the Polytechnic's right to withhold commercially sensitive information or to impose any reasonable conditions on its disclosure and/or circulation;
- 39.5 The Polytechnic will give TIASA and the Employee a reasonable time in which to consider any proposal affecting the Employee's employment and its implications, and to make comments and suggestions.
- 39.6 The Polytechnic will meet with TIASA and the Employee either singly or with other affected employees to discuss the proposal.
- 39.7 The Polytechnic will take TIASA's and the Employee's comments and suggestions into account before making a final decision.
- 39.8 In the event of the sale, merger, transfer, contracting out/in or outsourcing of all or

- part of the business the employer will endeavour to ensure that employees are offered on-going employment on no less favourable terms and conditions of employment.
- 39.9 The Employee will not be entitled to payment of redundancy compensation if he or she has received an offer of employment in the same or substantially similar capacity 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.

#### **40.0 ABANDONMENT OF EMPLOYMENT**

40.1 Where an Employee is absent from work for five or more consecutive workdays without notifying the Employer of the reason for absence, they will be deemed to have abandoned their employment, if no satisfactory explanation has been provided within a further 5 days, and provided the Employer has taken all reasonable steps to contact the Employee. Where an Employee was unable, through no fault of their own, to notify the Employer, their employment shall not be deemed to have been abandoned.

#### 41.0 STOPWORK MEETINGS

- 41.1 Subject to clauses 41.2, 41.3, 41.4 and 41.5 the employer shall allow every employee covered by this agreement (who has nominated TIASA as their bargaining agent) to attend on ordinary pay up to four meetings, for up to a total of 4 hours, with each meeting for a maximum of two hours' duration, with TIASA in each year. Ratification meetings will be additional to paid meetings
- 41.2 Union shall give the employer at least 14 days' notice of the date and time of any meeting to which clause 41.1 applies.
- 41.3 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.
- 41.4 Work shall resume as soon as practicable after the meeting, but the employer shall not be obliged to pay any union member for a period greater than two hours in respect of any meeting.
- 41.5 Only Union members who actually attend a Union meeting shall be entitled to pay in respect of that meeting and to that end the Union shall supply the employer with a list of members who attended and shall advise of the time the meeting finished.

#### 42.0 UNION FEE DEDUCTIONS

42.1 The manner of deduction and the remittance of subscriptions and any commission payable shall be determined by agreement with the national secretary of the Union. The employer, when requested in writing by the Union, shall, within one month of receipt of such request, supply to the Union a list of all employees employed under

this agreement.

42.2 Such requests shall not be made to the employer at intervals of less than six months.

#### 43.0 RIGHT OF ACCESS

43.1 An authorised officer (who may be the Chief Executive or Employment Relations Advisor or a designated representative) of TIASA, shall with the consent of the employer (which shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the Union, or enforcing this agreement, including access to wages, holiday and time records, provided this does not have an "adverse impact on the normal delivery of the Polytechnics business"

#### 44.0 VARIATION

43.1 The parties have agreed that this agreement may be varied during its term by agreement in writing by the parties.

#### 45.0 TERM OF AGREEMENT

45.1 This agreement shall come into force on 01 May 2015 and remain in force until 30 April 2017

#### 46.0 SALARY PROFILE

46.1 At the end of each financial year TIASA will request from the Employer a profile of salaries paid to Employees under this Agreement. The profile will list salaries paid to Employees by, paid rate, gender and length of employment. Other information on salary profiles will not be unreasonably withheld.

#### 47.0 PASS-ON PROVISIONS

TIASA and Otago Polytechnic agree that Otago Polytechnic may pass on to any of its allied staff employed on Individual Employment Agreements any of the terms of employment included in this Collective Agreement.

A period of at least 4 months will have elapsed between the commencement date of this new collective agreement and the date that any of the terms in this agreement are offered to any employee covered by an individual employment agreement. This has been Otago Polytechnic's usual practice.

In the case of any term which provides for an increase in salary, allowances, or any other aspect of an employee's remuneration, the increase will not be backdated to any date before three months after the effective date of the salary increase in the TIASA collective agreement.

# **SIGNATORY**

This Agreement was signed by the parties as follows:

| Phil Ker, Chief Executive for and on behalf of the Otago Polytechnic  |
|---|
| Dated:  |
| Signature:  |
| Peter L Joseph, Chief Executive Officer for and on behalf of the Tertiary Institutes Allied Staff Association |
| Dated:  |

Signature:

## SCHEDULE B - RETIREMENT AND RESIGNING LEAVE

# 1.0 RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

| Years of Service | <b>Months of Service</b> |     |     |     |     |     |  |
|------------------|--------------------------|-----|-----|-----|-----|-----|--|
|                  | 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  | 45  | 45  | 47  |  |
| 16               | 48                       | 49  | 49  | 50  | 51  | 51  |  |
| 17               | 52                       | 53  | 54  | 54  | 55  | 56  |  |
| 18               | 56                       | 57  | 58  | 59  | 59  | 60  |  |
| 19               | 61                       | 61  | 62  | 63  | 64  | 64  |  |
| 20 to 25         | 65                       | 65  | 65  | 65  | 65  | 65  |  |
| 25               | 65                       | 66  | 66  | 67  | 68  | 69  |  |
| 26               | 69                       | 70  | 71  | 71  | 72  | 73  |  |
| 27               | 74                       | 74  | 75  | 76  | 76  | 77  |  |
| 28               | 78                       | 79  | 79  | 80  | 81  | 81  |  |
| 29               | 82                       | 83  | 84  | 84  | 85  | 86  |  |
| 30               | 86                       | 87  | 88  | 89  | 89  | 90  |  |
| 31               | 91                       | 91  | 92  | 93  | 94  | 94  |  |
| 32               | 95                       | 96  | 96  | 97  | 98  | 99  |  |
| 33               | 99                       | 100 | 101 | 101 | 102 | 103 |  |
| 34               | 104                      | 104 | 105 | 106 | 106 | 107 |  |
| 35               | 108                      | 109 | 109 | 110 | 111 | 111 |  |
| 36               | 112                      | 113 | 114 | 114 | 115 | 116 |  |
| 37               | 116                      | 117 | 118 | 119 | 119 | 120 |  |
| 38               | 121                      | 121 | 122 | 123 | 124 | 124 |  |
| 39               | 125                      | 126 | 126 | 127 | 128 | 129 |  |
| 40 or more       | 131                      |     |     |     |     |     |  |

# 2.0 ANTICIPATED RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

| Years of Service | <b>Months of Service</b> |     |     |     |  |  |
|------------------|--------------------------|-----|-----|-----|--|--|
|                  | 0                        | 3   | 6   | 9   |  |  |
| 20               | 65                       | 66  | 66  | 67  |  |  |
| 21               | 68                       | 69  | 69  | 70  |  |  |
| 22               | 71                       | 71  | 72  | 73  |  |  |
| 23               | 74                       | 76  | 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 | 102 |  |  |
| 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                      | "   | "   | "   |  |  |

# 3.0 RESIGNING LEAVE

|                     | 10 EEII 1E                  |       |                             |
|---------------------|-----------------------------|-------|-----------------------------|
| Years of<br>Service | Leave in<br>Working<br>Days |       | Leave in<br>Working<br>Days |
| 20                  | 32                          | 30    | 46                          |
| 201/2               | 33                          | 301/2 | 47                          |
| 21                  | 34                          | 31    | 48                          |
| 21½                 | 34                          | 31½   | 49                          |
| 22                  | 35                          | 32    | 49                          |
| 221/2               | 36                          | 321/2 | 50                          |
| 23                  | 36                          | 33    | 51                          |
| 231/2               | 37                          | 331/2 | 51                          |
| 24                  | 38                          | 34    | 52                          |
| 241/2               | 39                          | 341/2 | 53                          |
| 25                  | 39                          | 35    | 54                          |
| 25½                 | 40                          | 351/2 | 54                          |
| 26                  | 41                          | 36    | 55                          |
| 26½                 | 41                          | 361/2 | 56                          |
| 27                  | 42                          | 37    | 56                          |
| 271/2               | 43                          | 371/2 | 57                          |
| 28                  | 44                          | 38    | 58                          |
| 281/2               | 44                          | 381/2 | 59                          |
| 291/2               | 46                          | 39½   | 60                          |

# SCHEDULE C - ALLOWANCES

| 1.0  | MEAL ALLOWANCE               | \$16.00 |
|------|------------------------------|---------|
| 3.0  | CASHIERS ALLOWANCE           |         |
| Annu | ual Payment Rate:            | \$100   |
| 4.0  | SAFETY FOOTWEAR              |         |
| Tech | nicians Occupational Classes |         |
| Maxi | imum Reimbursement Rate:     | \$120   |

# SCHEDULE D - MP434.00 ALLIED/GENERAL STAFF GRADING, SALARY REVIEW AND PROMOTION POLICY

# **Guidelines for Gathering and Interpreting Evidence**

#### 1. General

- (a) The promotion/salary review decision will be evidenced based. The evidence on which the decision is based must be:
  - (i) Credible collected from appropriate qualified and experienced sources; and for student and colleague survey feedback, collected through independent parties, with confidentiality assured to those providing feedback
  - (ii) Valid supporting the key dimension of performance related to the selected criteria. Valid evidence reveals the quality of performance, not merely activity
  - (iii) Reliable collected from multiple sources and from those who have direct experience of the staff member's work
  - (iv) Sufficient so that a reasonable conclusion about performance can be drawn.
- (b) Evidence of performance in the relevant criteria will usually have been collected over at least two years, and will be analysed and reflected upon. Gaps in evidence should be explained and verified. Evidence gathered in the course of employment in another tertiary institution is acceptable provided that evidence has been collected in a manner consistent with Otago Polytechnic's requirements.
- (c) Feedback instruments used to collect evidence to support salary review or promotion must be Otago Polytechnic's standard instruments or an approved variation.

  (v)

#### 2. Colleague Feedback

- (a) Colleague feedback is mandatory as evidence of teamwork in all cases and of leadership effectiveness where the leadership is being exercised in informal contexts. The standard feedback form also covers these dimensions.
- (b) Colleagues will generally be people with whom the applicant works on a regular basis (or has worked on a project or Committee, either internal to Otago Polytechnic or external) and who have been able to observe how the applicant goes about his/her work.
- (c) Colleague feedback gathered by way of standard survey must be collected through an independent party, not directly by the staff member. Respondents must be assured of their anonymity.
- (d) Where "Leadership and Service" is the chosen career path and the staff member is in a formal leadership role, feedback is expected from all colleagues for whom the staff member has leadership responsibilities.

#### 3. Self Appraisal

Self appraisal is expected in the form of a personal statement in which the staff member addresses his/her performance in each of the criteria relevant to their chosen career path. An overall reflective statement should provide insight into the staff member's personal theory of effective teaching, research, leadership, service or consultancy practice, as appropriate. The statement should reveal how the

applicant has engaged with requirements of their position (including the scholarship of teaching, research leadership, consultancy or service.) and personal objectives.

#### 4. Other Evidence

Whilst feedback data is an essential form of evidence, so too are the staff member's accomplishments as measured by artefacts, reports, creative works, publications, conference keynotes, presentations and workshops, awards etc., these need only be referenced but must be available to be sighted if required.

# **Executive Summary**

This Policy provides for a structured, fair and transparent process for establishing and maintaining remuneration levels for allied/general staff, and for rewarding high levels of achievement and performance.

The allied/general staff career/salary structure is made up as follows:

- Salary bands represent a hierarchy of positions according to job size (i.e. complexity, breadth, scope)
- Salary grades differentiate the extent to which the job holder is developing in the role, fully competent or specialist/expert
- Salary steps within each level reward staff for skill enhancement linked to experience in the job

The principles of the allied/general staff career / salary structure will be based on the following underlying principles:

## • Fair and Equitable

Recognises 'equivalency' of responsibility and experience (treats similar similarly). The structure will be transparent/visible/understandable (using the Job Evaluation Mechanism)

#### Affordable

For implementation. Sustainable in the long term and can achieve appropriate benchmarking.

- Recognises Excellence
- Excellence is defined as: High performance, Skill acquisition and Development of experience.
- Realistic and Achievable

The opportunities can be fulfilled by the employee and supported by the employer

Empowers Development and Creates Opportunity

The structure includes:

- placement in a band by comparison with benchmarked (Job Evaluated) roles
- placement at a level within a band based on the experience, skills and qualifications of the job
- progression within a grade by annual automatic increment until a hard bar (new grade) is reached
- progression from one grade to a new grade within the same band is by promotion via application to Salary Review Committee
- progression from one band to the next band is by appointment to a new position or promotion
- opportunities exist for people who have reached the top of their level band to be considered for an annual re-earnable salary supplement (a performance payment)
- procedures exist for a review process if a staff member believes he/she has been disadvantaged in any aspect of salary progression.

# 1. Purpose

This policy provides for a fair and transparent process for establishing and maintaining remuneration levels for allied/general staff; and for the promotion of allied/general staff in recognition of their work performance and contributions to Otago Polytechnic.

#### 2. Background

- 2.1 Otago Polytechnic is committed to the career development of its staff and to this end has developed this career/salary structure which recognises the expertise which staff not only bring to their job, but which develops over time with experience, training and the acquisition of qualifications.
- 2.2 We are also committed to recognising and rewarding staff for consistent and sustained high performance which exceeds the usual expectations of the job.

# 3. Statutory Compliance

Employment Relations Act 2000 State Sector Act 1988 Education Act 1989

4. Referral Documents

This policy must be read in conjunction with the policies "Withholding of Increments", "Performance Review", "Key Skills Allowances" the relevant Allied/General Staff Collective Agreements – both TIASA and TEU.

5. Application

This policy applies to all allied/general staff positions within the Polytechnic; except those management staff who are employed under Individual Employment Agreements.

#### 6. Responsibilities

#### 6.1 Job Evaluation

Human Resources is responsible for evaluating benchmark allied/ general staff positions and placing other positions in the correct band using the band descriptors and benchmark jobs in the band as reference points.

- 6.2 Managers are responsible for placing staff, on appointment, appropriately within the grading structure using the band and grade definitions to guide them.
- 6.3 Human Resources are responsible for ensuring that Managers place staff in the appropriate position within the grading structure, commensurate with their skills, qualifications and experience as relevant to their position.
- 6.4 Managers are responsible for recommending to the Salary Review and Promotions Committee salary increases or promotions which are available under this Policy. Such recommendations shall be based on evidence considered in the staff member's performance review and such recommendations shall be assessed against the agreed band and grade definitions.

# 7. Policy Requirements

#### 7.1 Career / Salary structure

- 7.1.1 The allied/general staff career/salary structure is set out in Schedule 1 of this policy. The career/salary structure provides for a position to be placed in a band which determines the salary range; and which establishes the maximum rate for the position.
- 7.1.2 Within each band there are three grades (grade 1, 2 and 3), each of which has either two or three salary steps.
- 7.1.3 Placement of a position in a band results from the job evaluation process (refer clause 7.2).
- 7.1.4 Placement of an individual staff member on a grade results from an evaluation of that staff member's qualifications and capability. Refer to Clause 7.3.
- 7.1.5 Progression from one grade to a higher grade within a band shall be by way of promotion. Refer to Clause 7.4.
- 7.1.6 Progression from one step in a grade to a higher step in that grade shall be by annual increment, subject to the provisions of Clause 7.5.

#### 7.2 Determining the salary band for a position

Each allied/general staff position shall be placed in a band based on the results of the job evaluation benchmarking process. Not all jobs are evaluated – however a cross section of positions across the organisation were selected as benchmark jobs. These key jobs reflect the nature of the band and are used as a base for the career/salary structure.

Job Evaluation is completed using the Mercer Cullen Egan Dell Evaluation System. Any benchmark or new jobs that require evaluation will be job evaluated by a trained Human Resources Staff member, this will then be peer reviewed by a member of the Job Evaluation Committee and finally reviewed by the Human Resources Manager.

Where there are significant changes to the nature or scope of a non benchmark position, the position will be reviewed by the Human Resources Manager against the band definitions at the request of the staff member's manager.

Where there are significant changes to the nature or scope of a benchmark position, the position will be re-evaluated using the job evaluation process outlined above.

Note that it is policy not to communicate job evaluation points for specific positions – either benchmarked or not. The Career/Salary Structure model is based on a broad banding approach where a cross section of positions in the organisation have been job evaluated to determine the band descriptors and the band descriptors are used to determine which band a job fits with.

For positions that are evaluated to be on the cusp of a band, the market salary data will be reviewed to ensure that the position is clearly placed in the band that best reflects where the role should be (points will be at least 10 points away from the cusp).

- 7.2.1 The Human Resources Manager must approve, in writing, the band to which a position will be placed, prior to the advertising of any new position or prior to the re-grading of the current position.
- 7.2.2 Where a job re-evaluation results in a position being placed in a lower band, the current salary of the incumbent employee shall be maintained as a protected rate for that staff member for a period of two years. During that period the staff member and his/her manager shall work together to upgrade the position to match the staff member's salary.
- 7.2.3 Where either the manager or an incumbent job holder disputes the outcome of band placement or job evaluation, the position may be reviewed or re-evaluated on application, in writing, to the Human Resources Manager. Any such application shall set out the basis of a request for re-evaluation, include an updated position description and a completed job evaluation questionnaire that is signed by both the manager and the incumbent staff member in the position.

#### 7.3 Placement within a salary band

- 7.3.1 Staff members shall be placed on a grade consistent with the closest dollar fit of their current salary to the new structure, their experience, level of qualification and stage of development as per the grade definition tables attached as Schedule 2.
- 7.3.1.1 Staff members shall be placed initially on Grade 1 where they are developing into the role or position. The appointee may be partly qualified and/or has still to acquire the necessary set of skills and range of experiences to be fully competent.
- 7.3.1.2 Staff members may only be placed initially on Grade 2 rather than Grade 1 where they have direct experience relevant to the position and are evaluated as capable of competent performance but may have insufficient experience to have developed the depth and/or breadth of skills to meet all of the

potential performance requirements of the position. Also, staff members shall be placed on Grade 2 rather than Grade 3 if they do not have the required formal qualifications and/or are not yet at a level of skill and experience whereby they can appropriately be regarded as "expert" or "specialist".

7.3.1.3 Grade 3 may only be used for positions which require qualifications specialist and/or specialist technical/professional expertise, or for team leader roles. Staff members may be placed initially on Grade 3 only where they already have the specialist qualifications or specialist technical/professional expertise required for the position, and have significant direct experience relevant to the position. Grade 3 staff members must be able to meet all of the potential performance requirements of the position at the level of "expert" or "specialist". They will be capable of training/mentoring/developing others towards attaining full competence in their field of expertise and of evaluating the work performance of others in their field.

The intention is that a person could move from Grade 3 in one band into a new role (by promotion or appointment) in the next band without having a decrease in salary if possible.

7.3.2 Where exceptional market conditions prevail, or where an appointee possesses exceptional qualities, a Key Skills Allowance may be payable in accordance with the policy "Key Skills Allowances". The granting of a Key Skills Allowance requires the prior approval, in writing, of the Human Resources Manager. Any Key Skills Allowance will be paid on a pro-rata basis for a maximum period of two years and reviewable at the end of the period.

#### 7.4 Progression within the band

- 7.4.1 Progression from one grade within a band to a higher grade within the band shall be by way of promotion.
- 7.4.2 A staff member may be promoted to a higher grade only if performance, qualifications and experience are consistent with the band and grade descriptors in Schedule 2 and 3 of this policy.
- 7.4.3 Promotion to a higher grade shall be awarded as an outcome of an application process to the Salary Review and Promotions Committee.

#### 7.4.4 **Progression within a grade**

Progression from one step within a grade to the next step in that grade shall be by automatic increment on the anniversary

- of the staff member's appointment to that level provided that an increment may be withheld for unsatisfactory performance. (Refer to Policy "Withholding of Increments".)
- 7.4.5 A staff member whose performance is evaluated as outstanding may be awarded one or more accelerated increments within their current grade. Accelerated increments may be awarded as an outcome of an application process to the Salary Review and Promotions Committee.
- 7.4.6 A staff member is eligible for consideration for accelerated increments once only in any 12 month period.

# 7.5 Salary recognition beyond the Career / Salary Structure Range

- 7.5.1 A staff member whose performance is evaluated as outstanding and who has been at the top of Grade 3, for at least two years is eligible for an annual re-earnable salary supplement of up to a maximum of 5% of their salary. As a guideline, such payments should be equivalent to a standard increment on the relevant scale. Higher payments may be approved only when performance has been exceptional throughout the preceding year. An annual re-earnable supplement shall be awarded as an outcome of an application process to the Salary Review and Promotions Committee.
- 7.5.2 Any salary supplement shall be paid on a pro rata basis and shall be deemed to apply to the preceding 12 months period.
- 7.5.3 A staff member is eligible for consideration for a salary supplement once only in any 12 month period.

#### 7.6 Review and appeals

- 7.6.1 A staff member who has just cause to believe that he/she has been disadvantaged in salary progression by the actions of his/her manager may request a review of the processes for salary review/promotion through the Human Resources Manager.
- 7.6.2 The review of any appeal is not intended to review the performance of the person in the job but to determine if the job is 'valued' correctly. Appeals will be decided on based on the facts and value of the job compared with other roles in the organisation (for band), and the demonstrated skills and experience of the person in the role (for grade).
- 7.6.3 The figures within the career/salary structure will be reviewed on a bi-annual basis.

# Schedule 1:

# TIASA Staff Grade and Salary Structure from 01/05/2015

| Band | Points  | Positions                                       | Grade & Hours per Week |            |          |         |            |          |         |            |           |
|------|---------|---|------------------------|------------|----------|---------|------------|----------|---------|------------|-----------|
| Danu | Points  | Positions                                       | Grade 1                | 37.5 Hours | 40 Hours | Grade 2 | 37.5 Hours | 40 Hours | Grade 3 | 37.5 Hours | 40 Hours  |
| В    | 70-150  | Labourer (B1 - B1.2)                            | B1.1                   | \$36,660   | \$39,104 | B2.1    | \$38,532   | \$41,101 | B3.1    | \$41,340   | \$44,096  |
|      |         | Customer Services Admin                         | B1.2                   | \$37,596   | \$40,102 | B2.2    | \$39,468   | \$42,099 | ВЗ.2    | \$42,276   | \$45,094  |
|      |         | Mailroom Attendant                              |                        |            |          | B2.3    | \$40,404   | \$43,098 | ВЗ.3    | \$43,212   | \$46,093  |
|      |         | Tea Person/Assistant                            |                        |            |          |         |            |          |         |            |           |
|      |         | Assistant Custodian (B1.1 to B2.3)              |                        |            |          |         |            |          |         |            |           |
|      |         | Contact Centre/Customer Service Rep             |                        |            |          |         |            |          |         |            |           |
|      |         | Accounts Payable                                |                        |            |          |         |            |          |         |            |           |
|      |         | Academic Resource Co-ordinator                  |                        |            |          |         |            |          |         |            |           |
|      |         | Accounting Clerk                                |                        |            |          |         |            |          |         |            |           |
|      |         | Custodian (Commences at B3.1 if prior Assistant |                        |            |          |         |            |          |         |            |           |
| С    | 151-210 | Custodian) Technician                           | C1.1                   | \$41,702   | \$44,482 | C2.1    | \$44,968   | \$47,966 | C3.1    | \$49,864   | \$53,188  |
| C    | 151-210 | Customer Services Representative                | C1.1                   | \$43,334   | \$46,223 | C2.1    | \$46,598   | \$49,705 | C3.1    | \$51,496   | \$54,929  |
|      |         | Department/School Administrator                 | C1.2                   | \$45,554   | 340,223  | C2.2    | \$48,232   | \$49,703 | C3.2    | \$51,490   | \$56,669  |
|      |         | Systems Co-ordinator AQU                        |                        |            |          | C2.3    | 340,232    | 331,446  | C3.3    | \$33,127   | \$30,009  |
|      |         | International Admissions Advisor                |                        |            |          |         |            |          |         |            |           |
|      |         | Property Systems                                |                        |            |          |         |            |          |         |            |           |
|      |         | Graphic Designer                                |                        |            |          |         |            |          |         |            |           |
|      |         | Payroll Co-ordinator                            |                        |            |          |         |            |          |         |            |           |
|      |         | Custodian Coordinator                           |                        |            |          |         |            |          |         |            |           |
|      |         | Helpdesk Operator/Administrator                 |                        |            |          |         |            |          |         |            |           |
| D    | 211-280 | Disability Advisor/Administrator                | D1.1                   | \$50,462   | \$53,826 | D2.1    | \$54,426   | \$58,054 | D3.1    | \$60,373   | \$64,398  |
|      |         | Executive/Personal Assistant                    | D1.2                   | \$52,443   | \$55,939 | D2.2    | \$56,409   | \$60,170 | D3.2    | \$62,356   | \$66,513  |
|      |         | Systems Administrator                           |                        | , ,        |          | D2.3    | \$58,390   | \$62,283 | D3.3    | \$64,339   | \$68,628  |
|      |         | Human Resources Co-ordinator                    |                        |            |          |         | . ,        |          |         | . ,        |           |
|      |         | Restaurant Supervisor/Technician                |                        |            |          |         |            |          |         |            |           |
|      |         | Systems Trainer                                 |                        |            |          |         |            |          |         |            |           |
| E    | 281-350 | Financial Analyst                               | E1.1                   | \$61,063   | \$65,134 | E2.1    | \$65,875   | \$70,267 | E3.1    | \$73,095   | \$77,968  |
|      |         | Systems Engineer                                | E1.2                   | \$63,470   | \$67,701 | E2.2    | \$68,282   | \$72,834 | E3.2    | \$75,503   | \$80,537  |
|      |         | Network Systems Engineer                        |                        |            |          | E2.3    | \$70,687   | \$75,399 | E3.3    | \$77,908   | \$83,102  |
|      |         | Information Systems Admin/BA                    |                        |            |          |         |            |          |         |            |           |
|      |         | Systems Developer                               |                        |            |          |         |            |          |         |            |           |
| F    | 350-450 | Health and Safety Advisor                       | F1.1                   | \$73,935   | \$78,864 | F2.1    | \$79,777   | \$85,096 | F3.1    | \$88,542   | \$94,445  |
|      |         | Counsellor                                      | F1.2                   | \$76,856   | \$81,980 | F2.2    | \$82,700   | \$88,213 | F3.2    | \$91,464   | \$97,562  |
|      |         | ISS Team Leader                                 |                        |            |          | F2.3    | \$85,620   | \$91,328 | F3.3    | \$94,385   | \$100,677 |

# TIASA Staff Grade and Salary Structure from 01/05/2016

|      |         | 2   |         |            |          | Gr      | rade & Hours per | Week     |         |            |           |
|------|---------|---|---------|------------|----------|---------|------------------|----------|---------|------------|-----------|
| Band | Points  | Positions   | Grade 1 | 37.5 Hours | 40 Hours | Grade 2 | 37.5 Hours       | 40 Hours | Grade 3 | 37.5 Hours | 40 Hours  |
| В    | 70-150  | Labourer (B1 - B1.2)  | B1.1    | \$37,283   | \$39,769 | B2.1    | \$39,187         | \$41,799 | B3.1    | \$42,043   | \$44,846  |
|      |         | Customer Services Admin   | B1.2    | \$38,235   | \$40,784 | B2.2    | \$40,139         | \$42,815 | B3.2    | \$42,995   | \$45,861  |
|      |         | Mailroom Attendant  |         |            |          | B2.3    | \$41,091         | \$43,830 | ВЗ.3    | \$43,947   | \$46,877  |
|      |         | Tea Person/Assistant  |         |            |          |         |                  |          |         |            |           |
|      |         | Assistant Custodian (B1.1 to B2.3)  |         |            |          |         |                  |          |         |            |           |
|      |         | Contact Centre/Customer Service Rep   |         |            |          |         |                  |          |         |            |           |
|      |         | Accounts Payable  |         |            |          |         |                  |          |         |            |           |
|      |         | Academic Resource Co-ordinator  |         |            |          |         |                  |          |         |            |           |
|      |         | Accounting Clerk Custodian (Commences at B3.1 if prior Assistant Custodian) |         |            |          |         |                  |          |         |            |           |
| С    | 151-210 | Technician  | C1.1    | \$42,411   | \$45,238 | C2.1    | \$45,732         | \$48,781 | C3.1    | \$50,712   | \$54,093  |
|      |         | Customer Services Representative  | C1.2    | \$44,071   | \$47,009 | C2.2    | \$47,390         | \$50,549 | C3.2    | \$52,371   | \$55,862  |
|      |         | Department/School Administrator   |         |            |          | C2.3    | \$49,052         | \$52,322 | C3.3    | \$54,030   | \$57,632  |
|      |         | Systems Co-ordinator AQU  |         |            |          |         |                  |          |         |            |           |
|      |         | International Admissions Advisor  |         |            |          |         |                  |          |         |            |           |
|      |         | Property Systems  |         |            |          |         |                  |          |         |            |           |
|      |         | Graphic Designer  |         |            |          |         |                  |          |         |            |           |
|      |         | Payroll Co-ordinator  |         |            |          |         |                  |          |         |            |           |
|      |         | Custodian Coordinator   |         |            |          |         |                  |          |         |            |           |
|      |         | Helpdesk Operator/Administrator   |         |            |          |         |                  |          |         |            |           |
| D    | 211-280 | Disability Advisor/Administrator  | D1.1    | \$51,320   | \$54,741 | D2.1    | \$55,351         | \$59,041 | D3.1    | \$61,399   | \$65,492  |
|      |         | Executive/Personal Assistant  | D1.2    | \$53,335   | \$56,891 | D2.2    | \$57,368         | \$61,193 | D3.2    | \$63,416   | \$67,644  |
|      |         | Systems Administrator   |         |            |          | D2.3    | \$59,383         | \$63,342 | D3.3    | \$65,433   | \$69,795  |
|      |         | Human Resources Co-ordinator  |         |            |          |         |                  |          |         |            |           |
|      |         | Restaurant Supervisor/Technician  |         |            |          |         |                  |          |         |            |           |
|      |         | Systems Trainer   |         |            |          |         |                  |          |         |            |           |
| E    | 281-350 | Financial Analyst   | E1.1    | \$62,101   | \$66,241 | E2.1    | \$66,995         | \$71,461 | E3.1    | \$74,338   | \$79,294  |
|      |         | Systems Engineer  | E1.2    | \$64,549   | \$68,852 | E2.2    | \$69,443         | \$74,073 | E3.2    | \$76,787   | \$81,906  |
|      |         | Network Systems Engineer  |         |            |          | E2.3    | \$71,889         | \$76,682 | E3.3    | \$79,232   | \$84,514  |
|      |         | Information Systems Admin/BA  |         |            |          |         |                  |          |         |            |           |
|      |         | Systems Developer   |         |            |          |         |                  |          |         |            |           |
| F    | 350-450 | Health and Safety Advisor   | F1.1    | \$75,192   | \$80,205 | F2.1    | \$81,133         | \$86,542 | F3.1    | \$90,047   | \$96,050  |
|      |         | Counsellor  | F1.2    | \$78,163   | \$83,374 | F2.2    | \$84,106         | \$89,713 | F3.2    | \$93,019   | \$99,220  |
|      |         | ISS Team Leader   |         |            |          | F2.3    | \$87,076         | \$92,881 | F3.3    | \$95,990   | \$102,389 |

# Schedule 2 Band Definitions

| Band | Task level and complexity   | Human relations<br>complexity and skill  | Problem solving and supervision received  | Accountability and/or risk with budget, resources, staff  | Skills, experience, learning required  | Points &<br>Salary<br>Range |
|------|---|--|---|---|--|-----------------------------|
| В    | Provides clerical support to key staff. Involved with coordination and facilitation of work projects under the direction of the supervisor. Undertakes reception and general administration. Uses IT programmes appropriately.  | Liaises with staff, other departments, suppliers, specialists, lecturers and students.  As may be the first point of contact for customers responding to enquiries, problems with tact and sensitivity to customer needs.  | Follows direction of the supervisor.  Problems relate to variations of information of data or information verification that require an immediate solution.  Has to balance day to day priorities while following defined policies and procedures.   | Some certification of records and ensuring the accuracy of information/accounting data is required. Not ultimately responsible for departmental outcomes or performance.  No staff or budget responsibility but ensures procedures and policies are adhered to.   | A high level of basic clerical/administration experience required with some internal training provided to be able to undertake all aspects of the position.  Experience in work is specific to the requirements of the area.   | 101 - 150                   |
| C    | Required to interpret established procedures, precedents and guidelines.  Required to manage and prioritise own work flow. Ensure the maintenance of databases, filing and recordkeeping systems.  High level of organisation, work spread over different tasks requiring flexibility. High level of IT use with complex applications often relating to wide ranging programmes in use. | Customer service skills requiring extensive knowledge of OP and the ability to advise students, staff or clients.  Level of student, staff or client contact is likely to be higher and more complex issues/problems than Band B.  Need for in depth understanding in responding to problems that customers may have | Determines day-to-day priorities and resolves problems. Problems are more varied and require wider solutions or interpretation of instructions than Band B.  Has some autonomy in role. Expected to show initiative and make decisions but has supervisor/manager that can be consulted as appropriate. | Work is influenced by student, staff or client needs and information has to be provided which must be accurate.  Have specific responsibilities and accountabilities in their respective role. Decision or impact of actions have wider impact on OP outcomes and/or ability of others to complete work.  May support or provide advice to Band B positions | Job holders are required to "multi skill" to meet the more diverse needs of jobs at this level. Positions in this band require extensive secretarial/admin/IT experience. In-house training required on complex OP systems/procedures/ software application databases. | 151- 210                    |

| Band | Task level and complexity   | Human relations<br>complexity and skill   | Problem solving and supervision received   | Accountability and/or risk with budget, resources, staff  | Skills, experience, learning required  | Points &<br>Salary<br>Range |
|------|---|---|--|---|--|-----------------------------|
| D    | Short term immediate customer "solutions" and service activities.  Specialist skills and knowledge applied to a broad range of issues areas/activities and projects  A high level of confidentiality is expected.  Liaison with customers and suppliers to ensure needs are met.  Less routine tasks. More variety of responsibility.  May interpret and advise on policy and systems, manuals or guidelines. | Interprets a wide range of customer requests for service and ensures delivery of desired outcomes  Plan and work with staff and students to <b>manage</b> the delivery of desired outcomes.  High level of skill required to deal with senior officials of external organisations.  High level of Interpersonal skills used in diverse situations | Problems are varied and require judgement and application of knowledge.  Expected to work without close supervision, with general direction and guidance from supervisor.  Organise workflow on short and long-term basis, anticipating workload for self and others in team.  Able to analyse data and provide results/solutions that meet specific project or customer needs/programmes  Creativity and initiative required. | Specific responsibility for their area of activity and can be accountable to the manager for outcomes and the performance of other staff in their team.  Responsibility for maintaining equipment, information and / or service levels  May have some budget responsibility and management.  Broad range of responsibilities. | Specialist skills or experience required and the person holds the qualification / experience appropriate to and according to the needs of the specific role  Ability to apply experience appropriately in complex circumstances.  Extensive empathy in advisory roles. | 211 - 280                   |

| Band | Task level and complexity   | Human relations complexity and skill   | Problem solving and supervision received  | Accountability and/or risk with budget, resources, staff  | Skills, experience, learning required  | Points &<br>Salary<br>Range |
|------|---|--|---|---|--|-----------------------------|
| E    | Developing new policies and systems, initiating improvements and changes to OP wide systems.  60-70% of time occupied in specialist role.  Involved with organisation of significant external contracts and/or significant purchasing decisions.  | Leadership and supervision. Accountable and can manage performance of others.  Provides mentoring, coaching and guidance to internal clients, students.  Close working relationship with key senior OP and or external contacts.     | Research and development of resources/services.  Operates autonomously within delegated areas of responsibility.  Expected to identify variances, problems or issues, undertake research and identify appropriate solutions.  Organisation and planning of resources. | Financial management of delegated budgets.  Co-ordinates and manages budgets, projects or resources of area.  Accuracy of decisions in expenditure and/or contract management required.  Liaison with customers to identify needs/resources isrequired.   | Technical/managerial and/or strong administrative experience.  Skills/qualifications/ experience in a specific discipline required as prerequisite.  Professional qualification and experience roles.  | 281-350                     |
| F    | Predominantly occupied in a specialist/advisory role or project management responsibilities.  Significant internal information management, interpretation of legislation, policy and practices  Complex information / data capture and reporting  Involved with development and implementation analysis and development of IT systems, applications-OP wide | Provide sensitive advice and interpretation in support of customer.  Coaching/advice to internal customers.  Leader in change management, requiring tact and persuasion.  Lead/specialisation in disciplines employed for across OP. | Significant autonomy or only within areas of responsibility in order to provide advanced advice/solutions to end user.  Will act in absence of manager with delegated responsibility.  Negotiates key change to technology / policy standards, procedures             | Accountable for advice provided. Advice / guidance is specialist and has significant impact.  Co-ordination of projects, budgets and resources.  Provision of technical knowledge in applied disciplines  Improvement in effective, efficient work methods.  Accuracy of OP wide reports, statistics. | Operational and staff, administrative management experience.  Appropriate tertiary qualifications aligned to needs of position (degree and post grad quals possible).  Experience in provision of  interpretation of legislative compliance,  Advice  Critical reports in a sensitive, risk environment. | 350 - 450                   |

#### Schedule 3 Grade Definitions

#### Grade 1

Grade 1 is for staff who are have been appointed to the position based on demonstrated potential and are developing into the position. The appointee may be partly qualified and/or has still to acquire the necessary set of skills and range of experiences to be able to complete the whole range of duties in the position to the required standard. Grade 1 staff may be able to do most or some of the duties in the position but not all. A Grade 1 person may have related but not direct experience for the position and will need to be supervised in aspects of the position.

#### Grade 2

Grade 2 is for staff that have direct experience relevant to the position and are capable of competent performance in all aspects of the position. A Grade 2 staff member may not have developed the depth and/or breadth of skills to exceed performance requirements of the position but they can adequately perform all aspects of the position. Grade 2 staff members should have the required formal qualifications for the position; and are not yet at a level of skill and experience whereby they can appropriately be regarded as "expert" or "specialist" in the position. Grade 2 staff can work unsupervised in the position.

#### Grade 3

Grade 3 staff have all the necessary formal qualifications and significant experience directly relevant to the position. Not only can Grade 3 staff members expertly complete all the requirements of their position but they are also able to deputise for their supervisor and have experience that enables them to take on some duties of higher level positions or additional duties (i.e. discrete projects). Grade 3 staff members must be able to meet all of the performance requirements of the position at the level of "expert" or "specialist". Grade 3 staff will be capable of training/mentoring/developing others towards attaining full competence in their field of expertise and supervising or evaluating the work performance of others in their field.

#### Schedule 4 Update of General Staff Pay Structure Working Party

As part of the TIASA/Otago Polytechnic bargaining in 2015 it is agreed that a working party will be convened to review the General Staff Pay Structure as set out in 4.0 Schedule C of the TIASA Staff Members' Collective Agreement to reflect current practice.

- 1. The purpose of the working party will be to update the General Staff Pay Structure by:
  - Moving to Strategic Pay as a Job Evaluation provider and updating the points structure to align with this
  - Removing positions that no longer exist and updating position titles that have changed to reflect current practice
  - For those roles on the cusp of bands, updating position descriptions, reevaluating these roles and placing on scale according to evaluation
  - Roles identified as a priority for re-evaluation will be evaluated initially by the Working Party members and then as on-going business as required by an HR and a TIASA representative and sent to Strategic Pay for verification if necessary.
  - The 'OP Base Wage' to be implemented (as per Leadership Team Memo approved in December 2014) at the time of increase. 'A' Band to be deleted and amalgamated into 'B' Band
  - Establish a new 'G' Band with a minimum point base but not incremental steps, market data will establish salary as appropriate for each specialist role
  - Narrower points ranges in Bands 'D', 'E' and 'F' will result in narrower salary ranges in those bands
  - Following the working party a transition plan will be developed for each individual staff member which will ensure they are not disadvantaged
- 2. The working party will consist of a maximum of three representatives from TIASA and the employer. TEU will also be invited to participate in this process.
- 3. It is proposed that the working party commence work no later than the end of 30 August 2015 preferably
- 4. The working party will complete and prepare draft amended schedules by the 30th September 2015
- 5. During the process TIASA will consult with their members and the Otago Polytechnic members will consult with the Leadership Team and other affected staff
- 6. When agreement is reached by the parties, the proposed General Staff Pay Structure will be presented to TIASA members for their information and will be included in the CEA by way of Variation.

7. Review points and scales structure regularly but no less than every 5 years to retain currency

#### SCHEDULE E - EMPLOYMENT PROBLEM RESOLUTION

- 1.0 If you have a problem with your employment you should speak to your Manager or Head of School so a resolution can be found as quickly as possible. If you feel unable to talk to your Manager or Head of School for any reason then you should either contact your Dean, another Manager you feel comfortable with or the Human Resources Manager.
- 2.0 If the problem is not resolved to your satisfaction the Department of Labour can provide mediation assistance free of charge. Independent mediation can also be used but this will incur a cost. The mediator will help us work through the issues and arrive at a resolution.
- 3.0 If the problem is not resolved to your satisfaction then you can apply to the Employment Relations Authority to decide on the matter. This is a formal step and you should seek representation before proceeding. A decision from the Authority can be appealed to the Employment Court and then to the Court of Appeal.
- 4.0 At any stage you can nominate a third party to work on your behalf. We will work with that person, and you, to resolve the problem.
- 5.0 You are able to raise a personal grievance with the Polytechnic if you feel you have been; unjustifiably dismissed; or unjustifiably disadvantaged; or discriminated against; or sexually harassed; or racially harassed; or subjected to duress. Personal grievances must by raised with the Polytechnic within 90 days of you becoming aware that a problem exists. The Polytechnic may allow grievances to be raised outside of this time but if we choose not to, you must then apply to the Authority to allow the grievance to be submitted out of time.
- 6.0 You must raise your grievance with the Human Resources Manager. You can do this verbally however a written statement is preferable.

# TIASA CONTACT DETAILS

Peter Joseph-Chief Executive Tertiary Institutes Allied Staff Association National Office PO Box 1594, Rotorua Ph (07) 346 1989, Fax (07) 346 3860 Email hq@tiasa.org.nz