



# ALLIED STAFF COLLECTIVE AGREEMENT

Effective: 1 July 2022 to 30 June 2023



**TEU** | TE HAUTŪ  
KAHURANGI  
**TERTIARY EDUCATION UNION**

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## **PART 1: AGREEMENT COVERAGE**

### **1.1 Parties**

1.1.1 The Parties to this Agreement are:

- (a) The Vice Chancellor of Auckland University of Technology, herein referred to as the “Employer”;
- (b) The Tertiary Institutes Allied Staff Association, herein referred to as TIASA;
- (c) The Tertiary Education Union Te Hautu Kahurangi o Aotearoa, herein referred to as TEU.

### **1.2 Coverage of the Agreement**

1.2.1 This Agreement shall apply to and be binding on:

- (a) The parties to this Agreement; and
- (b) Subject to Clause 1.2.2, those Employees who are TIASA and/or TEU members and engaged in allied staff work including but not limited to:

#### **Group 1**

Administration, Financial Services, Supervisor Management, Secretarial and Clerical, Information Technology Services, Marketing, Communications, Public Relations, Student Recruitment, Student Support, Sign Language Interpreters, Career Consulting, Child Care, Health and Counselling, Library, Recreation and Fitness, Technical Support, Telephone Services, Mail Process and Delivery, and Facilities Management and Maintenance.

#### **Group 2**

Retail Assistant, Kitchen Assistant, Café Assistant  
Restaurant Server, Barista, Events Assistant, Senior Retail Assistant, Commis Chef, Demi Chef, Supervisor, Head Barista, Duty Manager, Senior Events Assistant, Co-ordinator, Chef de Partie, Sous Chef, Restaurant Supervisor, Team Leader, Head Chef,

#### **Group 3**

Security Supervisor, Assistant Security Supervisor, Safety and Security Officer.

1.2.2 Excluded from coverage of this Agreement are:

- (a) Employees who are managers in receipt of total remuneration equal to or exceeding Grade Ex 12-01.
- (b) Human Resources Administration and Payroll staff.

### **1.3 Term of the Agreement**

1.3.1 This Agreement takes effect on 1 July 2022 and expires on 30 June 2023.

### **1.4 New Employees**

1.4.1 For new Employees who are appointed during the term of this Agreement and who are primarily employed in the occupational groups outlined in Clause 1.2.1(b), the Employer will

- (i) inform the Employee that this Agreement exists and covers the work to be done by the Employer and
- (ii) provide the Employee with a copy of this Agreement and

- (iii) inform the Employee that they may join TIASA or TEU, give the Employee the application forms and union contact details
- (iv) inform the Employee that if the Employee joins TIASA or TEU they will be bound by the Agreement
- (v) inform the Employee that their name will be advised to TIASA and TEU as a new AUT Employee.

## **1.5 Current Employees**

- 1.5.1 Current Employees who fall within the coverage Clause of this Agreement, and who join TIASA or TEU during the term of this Agreement shall be covered by this Agreement.

## **1.6 Cessation of Coverage**

- 1.6.1 Any Employee covered by this Agreement who is subsequently offered and accepts an Individual Employment Agreement for a management position to which Clause 1.2.2(a) applies shall cease to be a party to this Agreement.

## **1.7 Variation of the Agreement**

- 1.7.1 The terms of this Agreement may be varied in respect of their application to an individual Employee by agreement between the Employer and that Employee.
- 1.7.2 Where the Employer has initiated the proposed variation then the Employer will undertake to inform the applicable union of any proposed variation, to provide the union a copy of the proposal prior to the Agreement being finalised and to inform the Employee of the right to contact their union.

## **1.8 University Policies**

- 1.8.1 The parties recognise that University policies and procedures may be amended or created from time to time to ensure the smooth operations of the University and/or to give practical effect to those provisions within this Agreement which are subject to Employer discretion.
- 1.8.2 Where University policies are not in conflict with this Agreement, they are binding on Employees.
- 1.8.3 Where the University wishes to develop a new policy or vary an existing policy and that variation or addition will impact upon Employees terms and conditions of employment, the Employer will consult with TIASA and TEU.

## PART 2: DEFINITIONS

- 2.1** “Alternative Day” has the same meaning as defined in the Holidays Act 2003 and subsequent amendments.
- 2.2** “Employer” means the Vice Chancellor of the Auckland University of Technology, (AUT) or any manager acting within their delegated authority.
- 2.3** “University” has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the Vice- Chancellor fulfils the role of Employer, or any enterprise established by the Employer, or the governing body of the Employer.
- 2.4** “Employee” means any person employed by AUT as a party to this collective agreement and whose position comes under the coverage Clause 1.2 and whose terms of employment are defined as:
- Permanent; meaning an Employee who undertakes the duties of an ongoing position.
  - Fixed Term (Temporary); meaning an Employee who undertakes the duties of a position for a defined period or term, or for a defined project, or for a temporary period including acting in a relieving capacity.
  - “Casual” or “hourly paid”; meaning those Employees who are paid on an hourly basis, and on an ad hoc basis, that is, without any commitment from either party as to an ongoing employment relationship. Unless specifically provided for the conditions of this agreement do not apply to casual Employee’s.
- 2.5** “Union” means TIASA and/or TEU as applicable.
- 2.6** “Nine hour break” means a period of nine hours off duty between each work period.
- 2.7** “Unbroken work” means a period of time less than nine hours off duty between each work period.
- 2.8** “Overtime” means all authorised time worked in excess of the normal hours of work.
- 2.9** “Ordinary hourly rate” is achieved by dividing the annualised total salary amount of the Employee by 1955.36 to provide an hourly applicable rate of pay.
- 2.10** “Average weekly earnings” has the same meaning as defined in the Holidays Act 2003.
- 2.11** “Penal Rate” shall mean a rate which is paid for work completed outside ordinary hours or in excess of the ordinary hours. Penal rates will be either time and a half or double time, depending on the conditions applicable in this agreement.
- 2.12** “Penal Time” is time (other than overtime) worked outside ordinary daily hours of work; on a Saturday, Sunday or recognised Public Holiday.
- 2.13** “Service” means
- (a) (i) Continuous service in the employment of any NZ Polytechnic, REAP Community Education Centre or any organisation which is now a Polytechnic or University, provided that for any staff employed at 1 January 2001, service which has or ought to have been recognised under the CEC expiring on 31 August 2002 shall continue to be recognised, and
  - (ii) Continuous service as an Employee in any operation which has been absorbed into the Polytechnic sector, and
  - (iii) Periods of continuous part-time hourly paid service with the Employer, which are aggregated to the full-time equivalent service for the purposes of this definition, and
  - (iv) Periods of unpaid parental leave, and
  - (v) Any other service the Employer agrees to recognise at the time of appointment.



- (b) "Continuous service" for the purposes outlined above includes all periods of paid leave and is not broken by, but does not include any:
  - (i) approved leave without pay;
  - (ii) breaks of not more than three months between employment within the University and Polytechnic and University sectors.

## PART 3: TERMS OF APPOINTMENT

### 3.1 Categories of Appointment are:

1. Permanent i.e. Full-time or Part-time
2. Fixed term i.e. Full-time or Part-time for a defined period.
3. Hourly paid.

### 3.2 Fixed Term

Appointments shall be for a specified period of time and for a particular reason, which will be stated in the letter of offer.

- (a) To relieve where the incumbent is away on approved leave for a period of time (e.g. Parental Leave, or extended periods of absence).
- (b) To complete a specific project.
- (c) To fill a vacancy pending a permanent appointment.
- (d) Any other genuine business or commercial reasons.
- (e) To give effect, where requested by the Employee, to an Employee's retirement plans.

NOTE: Fixed term appointments are not permitted to trial or establish the suitability of an Employee.

### 3.3 Hourly Paid Employees

The following conditions apply to hourly paid Employees:

- **Annual Leave.** Payment of holiday pay shall be at 8% of the gross taxable earnings for each separate period of employment as per the Holidays Act 2003 and subsequent amendments.
- **Penal Rates.** Hourly paid Employees shall not be entitled to penal rates.
- **Public Holidays.** If an Hourly paid Employee is requested to work on a public holiday they will be entitled to time and a half rates for all hours worked and an Alternative day as per the Holidays Act 2003.
- **Sick Leave.** An Hourly paid Employee will not be entitled to paid sick leave entitlements until they have worked for a continuous period of six months. After six months they are entitled to the provisions contained in the Holidays Act 2003.
- **Bereavement Leave.** An Hourly paid Employee may claim bereavement leave of up to 3 days on the death of an immediate family member as defined in the Holidays Act 2003.
- **Rate of Pay.** The agreed and appropriate hourly rate of pay as stated in Schedule A shall apply.

### 3.4 Monitoring and Review Periods

- 3.4.1 Employees appointed for the first time to permanent, part-time or temporary positions may be required to undertake a monitoring and review period of three months.

NOTE: This will not apply to hourly paid Employees.

Refer also to the "Monitoring and Review of New Employees Procedures" for details regarding the application of this process.

- 3.4.2 If an Employee is re-appointed to a different position after a break of employment from AUT, a period of monitoring and review of up to three months may apply.
- 3.4.3 The Employer may, after reviewing the Employee's performance, and providing written details on performance standards required, extend the monitoring and review period for a further three months, the total period under monitoring and review not to exceed six (6) months.

- 3.4.4 If no such formal action is taken then within two (2) weeks of the monitoring and review period (including any extension, if applicable) expiring, it is deemed to be completed.
- 3.4.5 Should an Employee not reach the required standards during the monitoring and review period, the Employer will follow the University's policies which may result in termination of employment.

Refer also to the "Discipline Policy" for the process to apply if performance standards are not being achieved.

### 3.5 Termination of Employment

#### 3.5.1 Notice Requirements for resignation or termination of employment

- (a) **Permanent** employment (Full-time or Part-time) may be terminated with **four week's** written notice by either party.
- (b) **Fixed Term or Temporary** employment may be terminated by four week's written notice by either party, or at the end of the specified period of employment.
- (c) **Hourly paid** employment may be terminated by **two weeks** written notice by either party or at the end of the specified period of employment.
- (d) Nothing in this Clause will remove from the Employer the obligation to observe the principles set out in Clause 3.6 (Disciplinary procedures for Employees) prior to applying any notice to an Employee in the event of a termination of employment resulting from disciplinary action.
- (e) Notwithstanding the above, any Employee may be summarily dismissed for serious misconduct.

Refer to "Employee Discipline Policy".

### 3.6 Disciplinary Procedures for Employees

#### 3.6.1 In any disciplinary action the following steps will be observed:

- (a) The Employee must be advised in writing of the specific problem and given reasonable opportunity to respond.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the Employer.
- (c) The response of the Employee must be considered before a decision is made.
- (d) The Employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and be advised of the consequences if the problem continues.
- (e) The Employee must be advised by the Employer of their right to request union assistance, and/or representation at any stage.
- (f) The notification of the problem, the result/s of any investigation and any action taken are to be recorded in writing and provided to the Employee.
- (g) In the case of serious misconduct the Employer may:
  - (i) suspend with or without pay
  - (ii) place on other temporary duties; or

(iii) dismiss without notice

3.6.2 Where the Employee has been suspended and the allegation is subsequently found to be without substance, the Employee must be entitled to resume the position from which they were suspended and be reimbursed for any loss of pay.

Refer to "Employee Discipline Policy".

### **3.7 Abandonment of employment**

3.7.1 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, 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.

### **3.8 Incapacity**

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

- (a) will consult with the applicable union on behalf of the Employee
- (b) may require the Employee to undergo a medical examination, at the Employer's expense, by a registered medical practitioner nominated by the Employer, or if the Employee wishes, two registered medical practitioners, one nominated by the Employer and the other by the Employee
- (c) will take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the Employee, and apply one or a combination of the following options:
  - no further action under this Clause
  - the formulation of a professionally facilitated return to work plan
  - redeployment
  - proportional employment
  - an agreed period of leave without pay up to one year
  - terminate employment by giving two months written notice
- (d) Where employment may be terminated under this Clause the Employee will be entitled to remain in employment until their sick leave is used or to end their employment immediately and be paid all remaining sick leave.

## PART 4: HOURS OF WORK

### 4.1 Weekly and fortnightly Hours

#### Group 1

4.1.1 Ordinary hours of work shall be up to 37.5 per week. These will normally be worked in 5 consecutive 7.5 hour days, Monday to Saturday, between 7am and 9pm. Other working arrangements, with current Employees, involving ordinary hours of work not exceeding 75 hours per fortnight may be agreed between the Employer and the Employee/s concerned and the applicable union/s.

4.1.2 Where such agreement has been reached the penal rate provisions (Clause 5.9) will not apply in respect of the ordinary hours agreed.

#### Group 2

4.1.3 Ordinary hours of work shall be up to 80 hours per fortnight. These may be worked on consecutive days, Monday to Sunday. Hours of work will be rostered in advance. Other working arrangements, involving ordinary hours of work not exceeding 80 hours per fortnight may be agreed between the Employer and the Employee/s concerned.

There will be a two weekly roster, advised two weeks in advance. Any changes to the normal rosters will be by mutual agreement. Employees may be required to work in another location on a relief basis, based on normal hours of work, for which transport will be provided if necessary.

#### Group 3

4.1.4 Hours of work are as set on appointment. These may include rostered shifts on any time and days of the week. Staff employed as of 5 December 2012 retain their current hours of work unless otherwise agreed with the employee.

### 4.2 Work Breaks

4.2.1 The daily hours of work shall be continuous from the time of commencement and shall not be broken except for meal intervals, which shall not exceed one hour in duration.

4.2.2 An Employee shall be allowed two rest breaks of 10 minutes each day, in the morning, afternoon or evening, at times specified by the Employee's supervisor.

4.2.3 Each Employee shall be allowed a minimum break of nine consecutive hours between spells of ordinary hours of duty.

4.2.4 No Employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.

4.2.5 4.2.1, 4.2.3 & 4.2.4 do not apply to Group 3 employees.

## PART 5: REMUNERATION

### 5.1 Rates

#### Group 1

- 5.1.1 The grading structure and applicable annual salaries to be paid to Employees are listed in Schedule A of this Agreement. The rates listed in Schedule A are minimum rates.

Refer to "Allied Staff Grading and Placement Procedures" for details of AUT's career structure for Allied Staff.

#### Group 2

- 5.1.2 The grading structure and applicable annual salaries to be paid to Employees are listed in Schedule C of this Agreement.

#### Group 3

- 5.1.3 Remuneration will be set on appointment.

#### Groups 2 & 3

- 5.1.4 Groups 2 & 3 have alternative salary structures to Group 1. The AUT Allied Staff Grading and Placement Procedures do not apply to Group 2 & 3.

### 5.2 Salary Profile

- 5.2.1 A profile of salaries paid to Employees under this Agreement shall be made available to TIASA and TEU at the end of each financial year. 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.

### 5.3 Acting Higher Duties Allowance

- 5.3.1 An Employee who acts in a higher position for at least 5 consecutive days will be paid an allowance, such allowance to be determined in accordance with the University policy "Acting Higher Duties". Approved leave will neither count towards nor interrupt the qualifying period.

Refer to the policy "Additional Remuneration Procedures" for details regarding the application of this allowance.

### 5.4 Special Responsibilities Allowance

- 5.4.1 An Employee required by the Employer to undertake special responsibilities over and above those normally expected of an Employee, (as defined by the Employer) will be paid an allowance. This allowance will reflect the nature of the responsibilities.
- 5.4.2 The granting of any Special Responsibilities Allowance will be confirmed in writing to the Employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and will be terminated by the Employer by giving one month's notice in writing.

### 5.5 Market Forces Allowance

- 5.5.1 A recruitment or retention allowance may be paid in accordance with the University "Payment of Market Forces Allowances Procedures" for a maximum period of two years to reflect difficulty in recruiting and retaining specific skills and/or experience for any specified position. The allowance will either be paid annually in advance as a lump sum which will be repayable pro rata from final pay if an Employee resigns or fortnightly with the normal salary payment.

The arrangement for payment will be by mutual agreement between the Employer and the Employee.

Refer to "Payment of Market Forces Allowances Procedures" for details regarding the application of this allowance.

## **5.6 Increments (Group 1)**

- 5.6.1 An Employee holding a position on 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.
- 5.6.2 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).

Refer also to "Withholding of Increments Policy" for guidance on the process to be followed for withholding of increments.

- 5.6.3 The Employer may allow additional or accelerated salary steps.

Refer also to "Allied Staff Grading and Progression Procedures" for the process for applying for accelerated salary steps.

## **5.7 Payment of Salaries**

- 5.7.1 Salaries shall be paid fortnightly by direct credit to a bank account nominated by the Employee, not later than 3 working days following the end of the pay period, provided that wages shall be paid not later than Wednesday of the pay period.
- 5.7.2 Pay advice information will be issued to a new Employee electronically via the Employee Information Self Service, where the Employee has a unique email address and, thereafter to all Employees only where there has been a change in pay from one pay period to the next.

## **5.8 Overtime and Time Off in Lieu**

### **Group 1**

- 5.8.1 An Employee who at the direct request of the Employer works in excess of 7.5 hours on any one day or 37.5 hours in any one week shall be entitled to time off in lieu at the rate of one hour for each hour worked. The entitlement to time off in lieu shall be established prior to the Employee working the additional hours.
- 5.8.2 An Employee required to work overtime on Saturday, Sunday or a recognised holiday shall be entitled to time off in lieu of not less than 3 hours.
- 5.8.3 Whenever practicable time off in lieu shall be taken in the fortnight following entitlement.
- 5.8.4 The maximum accrual of time off in lieu shall be 37.5 hours at any one time, unless by prior mutual agreement in writing to cover the requirements of the Employer in exceptional circumstances.
- 5.8.5 The Employer shall make its best endeavours to ensure that the Employee is able to take time off in lieu to which they are entitled.
- 5.8.6 Time off in lieu unable to be taken during the leave year in which it is earned shall be cashed up at time and a half by 31 December each year. Time off in lieu may not be carried forward to a following leave year.

### **Group 2**

- 5.8.7 An Employee who at the direct request of the Employer works in excess of 10 hours on any one day or 80 hours in any fortnight shall be entitled to time off in lieu at the rate of one hour for each hour worked. The entitlement to time off in lieu shall be established prior to the Employee working the additional hours.
- 5.8.8 Whenever practicable time off in lieu shall be taken in the fortnight following entitlement.
- 5.8.9 The maximum accrual of time off in lieu shall be 40 hours at any one time, unless by prior mutual agreement in writing to cover the requirements of the Employer in exceptional circumstances.
- 5.8.10 The Employer shall make its best endeavours to ensure that the Employee is able to take time off in lieu to which they are entitled.
- 5.8.11 Time off in lieu unable to be taken during the leave year in which it is earned shall be cashed up at ordinary time by 31 December each year. Time off in lieu may not be carried forward to a following leave year.

### **Group 3**

- 5.8.12 An Employee who at the direct request of the Employer works in excess of their rostered hours on any one day or fortnight shall be entitled to time off in lieu at the rate of one hour for each hour worked. The entitlement to time off in lieu shall be established prior to the Employee working the additional hours.
- 5.8.13 Whenever practicable time off in lieu shall be taken in the fortnight following entitlement.
- 5.8.14 The maximum accrual of time off in lieu shall be 40 hours at any one time, unless by prior mutual agreement in writing to cover the requirements of the Employer in exceptional circumstances.
- 5.8.15 The Employer shall make its best endeavours to ensure that the Employee is able to take time off in lieu to which they are entitled.

## **5.9 Overtime Rates**

### **Group 1**

- 5.9.1 Notwithstanding Clause 5.8.1 an Employee who at the direct request of the Employer works in excess of 7.5 hours in any one day or 37.5 hours in any one week may, if the Employer so desires, be paid overtime instead of time off in lieu.
- 5.9.2 Subject to Clause 5.9.4 below, overtime shall be paid at time and a half for the first three hours and double time thereafter.
- 5.9.3 Penal time shall be paid at double time rates for:
- Public Holidays
  - Between 9pm and 6am on any day
  - After midday on Saturdays (Note: Penal time worked on Saturdays prior to midday, is paid at the rate of time and a half)
  - All day Sunday

Note: This Clause shall not apply if any agreement has been made pursuant to Clause 4.1.2.

- 5.9.4 Overtime rates payable to library staff shall be as per 5.9.2 above, except that only overtime worked after midday on Saturdays until 6.00am on the following Monday shall be paid at double time.

### **Group 2**

- 5.7.1 Notwithstanding Clause 5.6.1 an Employee who at the direct request of the Employer works in excess of 10 hours in any one day or 80 hours in any fortnight may, if the Employer so desires, be paid overtime instead of time off in lieu.



5.7.2 Overtime shall be paid at time and a half of the ordinary hourly rate.

### **5.10 Exceptions to overtime payments**

5.10.1 Overtime payments will not apply if agreement has been made in accordance with Clause 4.1.2

5.10.2 Casual or Hourly paid Employees and those employed on weekends only shall not be entitled to penal rates.

5.10.3 Overtime payments (Clause 5.9) do not apply to Group 3.

### **5.11 Limits on Time Off in Lieu and Payment of Overtime**

An Employee, employed on Band D or higher at the University's salary bands as set out in the Allied Staff Grading and Placement Procedures, is not entitled to overtime payments or to time off in lieu.

### **5.12 Limits on Unbroken Work**

5.12.1 Wherever practicable, no Employees shall be required to perform unbroken work.

5.12.2 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 if any which precedes it.

5.12.3 Time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary hours shall be treated as a normal absence from duty.

5.12.4 5.12.1, 5.12.2, and 5.12.3 do not apply to Group 2 & 3.

### **5.13 Call Back**

#### **Group 1 & 2**

5.13.1 Subject to the provisions of Clauses 5.13.2 and 5.13.3 below, where an Employee is called back to work after; (i) completing the day's work, and (ii) 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.

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

5.13.3 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 Employer had worked continuously from the beginning for the previous call back to the end of the latter call back.

#### **Group 3**

5.13.4 Employees are required to be available to attend work for special events, requests and emergencies as per an on call roster.

5.13.5 Compensation for being on call (in 2.3) and being called back into work (in 2.4) will be provided via time in lieu.

5.13.6 Maximum accrual of time in lieu shall be 40 hours at any one time, unless by prior mutual arrangements in writing to cover the requirements of the Employer in exceptional circumstances.

5.13.7 Whenever practicable time off in lieu shall be taken in the fortnight following entitlement.

## **5.14 Deductions from Pay**

- 5.14.1 Where requested in writing by the Employee the Employer shall make deductions from the Employee's salary for the payment to Employee benefit programmes, superannuation, parking fees or any other agreed deduction.
- 5.14.2 The Employer shall be entitled to deduct from the salary or other payments payable on termination to the employee any leave paid in advance.
- 5.14.3 With the agreement of the employee, the employer shall be entitled to deduct from salary or other payments payable to the employee any other overpayments.

## **PART 6: LEAVE**

The provisions contained in the Holidays Act 2003 and any subsequent amendments shall apply unless specifically addressed in the following Clauses.

### **6.1 Public Holidays**

6.1.1 The following days shall be observed as public holidays:

Christmas Day  
Boxing Day  
The day after Boxing Day  
The second day after Boxing Day  
New Year's Day  
The day after New Year's Day  
Waitangi Day  
Good Friday  
Easter Monday  
Easter Tuesday  
Anzac Day  
Sovereign's Birthday  
Labour Day  
Auckland Anniversary Day (as observed)  
Matariki

6.1.2 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.

6.1.3 No Employee shall work on a Public Holiday other than by mutual agreement. Employees who agree to work on a Public Holiday shall be entitled to an Alternative Day to be taken at a mutually agreed time.

### **6.2 Holidays Falling During Leave or Time Off**

6.2.1 Where a public holiday falls during a period of paid leave, whether annual leave, sick leave or special leave on pay, an Employee is entitled to that holiday, which is not to be debited against such leave.

This provision does not apply to a holiday falling during annual or retiring leave taken after the Employee has ceased to work prior to leaving the service, unless the Employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

6.2.2 An Employee shall not be entitled to payment for a public holiday during a period of leave without pay, unless the Employee has worked at any time during the fortnight ending on the day the holiday is observed.

### **6.3 Time Off for Working on a Holiday**

6.3.1 Any Employee may be required to work on any of the days or substituted succeeding days set out in Clauses 6.1.1 and 6.1.2 above.

### **6.4 Annual Leave**

6.4.1 Annual leave prescribed in this Agreement is inclusive of the provisions of the Holiday's Act 2003 and any amendments up to the effective date of this Agreement.

## **6.5 Recording of leave**

- 6.5.1 When an Employee intends to take annual or professional development leave they are required to apply electronically to obtain prior approval from their Manager. Sick, Jury or Bereavement leave may be applied for (electronically) on return to work, provided the Employee has advised the Manager of their requirement to take this leave. If the employee is unable to apply electronically they must complete a leave application form.

## **6.6 Reciprocal Benefit**

Annual leave is regarded as essential to staff welfare and in the interests of both the Employee and the Employer. Subject to Clause 6.9, annual leave must be taken within one year of entitlement.

## **6.7 Entitlement**

Employees shall be entitled to paid annual leave as follows:

- (a) For the first five years of continuous service, four weeks and two days annual leave plus three University days shall apply for each completed year of service. At the completion of the fifth year of continuous service, an Employee shall be entitled to 5 weeks annual leave.
- (b) Temporary Employees
  - (i) 4 weeks and two days annual leave per full year of employment, reduced pro rata for periods of employment less than one year.
- (c)
  - (i) Hourly paid Employees shall not be entitled to annual leave but shall be paid holiday pay in accordance with the Holidays Act 2003.
  - (ii) Hourly paid Employees shall be paid for statutory holidays only if the holiday falls on a day on which the Employee would have worked had the holiday not occurred.
- (d) Effective from 1 January 2001 annual leave as provided for above is deemed to incorporate those discretionary leave days and shopping day previously granted by the Employer.
- (e) Employees who have been absent on special leave with or without pay in excess of 20 working days in one or more periods in any year are to have their annual leave reduced, as determined by the Employer.

## **6.8 The Leave Year**

- 6.8.1 For the purposes of calculating leave the leave year shall be 1 January to 31 December.

## **6.9 Timing of Annual Leave**

- 6.9.1 Each Employee shall submit a leave timetable in respect of each leave year by 28 February, as a basis for agreement with the Employer as to the timing of leave.
- 6.9.2 The Employee's wishes concerning the timing of leave will be met as far as possible, subject to the Employer's need to meet the operational requirements of the University, and fairness in relation to other Employees.
- 6.9.3 The Employee may be required to take or to anticipate annual leave during the Christmas periods when the operations or part of the operations of the University are suspended.

- 6.9.4 In the event that no agreement is reached on timing of leave, the Employer may, with 14 days' notice, direct the Employee to take leave at a time convenient to the Employer.
- 6.9.5 The Employer and the Employee may agree to vary the leave timetable as originally submitted.

## **6.10 Leave Carried Forward**

- 6.10.1 With the prior written agreement of the Employer up to 10 days of leave may be carried over to a subsequent leave year.
- 6.10.2 Agreement to exceed this will only be granted in exceptional circumstances.
- 6.10.3 Part-time Employees shall only be permitted to carry over the prorated equivalent of leave. (That is, a part-time Employee who for example, works three days per week shall only be permitted to carry over six days.)

## **6.11 Anticipated Leave**

With the prior written agreement of the Employer an Employee may anticipate annual leave. Provided that should an Employee have a negative leave balance at the date of termination the cash value of that negative balance shall be deducted from the final pay and, where the nett value of the Employee's final pay is inadequate to compensate the Employer fully for the cash value of the negative balance, such shortfall shall become a debt recoverable from the Employee.

## **6.12 Unused Leave at Termination**

Where an Employee resigns or their employment terminates during the course of the year any leave remaining untaken for that year, and/or for which there exists written agreement for it to be carried forward, may be taken as paid termination leave, or taken as salary in lieu of leave.

## **6.13 Sick Leave**

- 6.13.1 Subject to Clauses 6.13.2 and 6.13.3 below, an Employee who is absent from duty on account of sickness or injury of themselves, their spouse or partner, or a person who depends on the employee for care, where compensation is not being paid in terms of the Accident Compensation Act 2001 and subsequent amendments shall be entitled to leave on full pay as prescribed in Clauses 6.13.10 below.
- 6.13.2 Subject to the provisions of Clause 6.13.3 below, each period of absence on sick leave shall begin on the first working day of the Employee's absence from duty and shall end on the last working day before that on which duty is resumed and the sick leave for the period shall be reckoned in consecutive days, but excluding public holidays or substituted succeeding days, where applicable, which may fall during the period.
- 6.13.3 Where an Employee is absent on sick leave for less than one full working day, the Employee shall be deemed to have taken one half day's sick leave if absent for either the morning or the afternoon, or after working at least two hours and less than six hours. The Employee shall be deemed to have taken one day's sick leave if absent for more than six hours during the day.
- 6.13.4 Subject to the provisions of Clause 6.13.5 below, where for reasons of sickness an Employee cannot attend at the place of employment at the time appointed, that Employee must endeavour to send notice of absence to their supervisor within 30 minutes of normal starting time, or when flexible working hours apply, before 9.30 am. Where absence on sick leave, whether with or without pay, extends beyond five consecutive days, the Employee must produce to the Employer a medical certificate stating the probable period of absence. The certificate is to be signed by a registered medical or dental practitioner.
- 6.13.5 In discharging its responsibilities under health and safety legislation, the Employer may request an Employee to undergo a medical assessment to determine whether the Employee

is fit to return to work. Where an Employee agrees to such an assessment it will be at the Employer's expense.

- 6.13.6 Where an Employee absent on sick leave is suspected of being absent from duty without sufficient cause, the Employer may at any time and at the Employer's own expense, if warranted, require the Employee to submit to medical examination by a medical practitioner nominated by the Employer.
- 6.13.7 Sick leave with pay is not to be granted if the sickness or ill health has been caused by the Employee's own misconduct. To satisfy itself on that point the Employer may arrange for an examination by a medical practitioner to be undertaken at the Employee's residence. Any fee is payable by the Employer and may be recovered from the Employee if the report is not favourable.
- 6.13.8 Where an Employee is incapacitated by sickness or accident arising out of and in the course of employment the provisions of the Accident Compensation Act 2001 and subsequent amendments will apply. Any period for which the Employee is receiving full salary in terms of this Act shall not be debited against sick leave entitlements prescribed Clause 6.13.10 below.
- 6.13.9 Whether 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 6.8 above.

**Group 1**

- 6.13.10 (a) All new Employees appointed by AUT on or after 1 April 2009 will be entitled to 10 days sick leave with pay on appointment. Such entitlement to be given and taken from part-time employees as if they were full time.
- (b) New employees will be allocated a further ten days paid sick leave every year thereafter to a maximum of 365 days, less the total amount of sick leave with pay that the Employee has already taken during their service.
- (c) In exceptional circumstances new employees in the first three years of employment at AUT may apply to use, in advance, up to 30 days sick leave, provided that at least five (5) days sick leave is retained for each year of service for which sick leave in advance has been granted.
- (d) Employees appointed to AUT before 1 April 2009 retain their accrued days and commence accruing ten days of paid sick leave per year from their next anniversary, accruing to a maximum of 365 days, less the total amount of sick leave with pay that the Employee has already taken during their service,
- (e) In exceptional circumstances employees may apply to use, in advance, sick leave becoming due, provided that at least five (5) paid days sick leave is retained for each year of service for which sick leave in advance is granted. In doing so the Employer may require annual leave to be used in full or in part, prior to the commencement of such additional sick leave.
- (f) Approval to use entitlements in advance is subject to the employee agreeing to refund sick leave taken in advance should the employee resign before the next entitlement falls due.

**Groups 2 & 3**

- 6.13.11 (a) Shall be entitled to 10 days sick leave with pay on appointment. Such entitlement to be given and taken from part-time employees as if they were full time.
- (b) Will be allocated a further ten days paid sick leave every year thereafter to a maximum of 60 days.

## **6.14 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas**

- 6.14.1 An Employee will be granted leave on full pay to discharge obligations and/or pay respects to a deceased person with whom they have had a close association. If a bereavement occurs while an Employee is absent on paid leave the leave may be interrupted and bereavement leave granted. This provision will not apply if the Employee is on leave without pay.
- 6.14.2 In granting time off, the Employer, must administer these provisions in a culturally sensitive manner, taking into account the following points:
- (a) The closeness of the association between the Employee and the deceased (Note: This association need not be a blood relationship).
  - (b) Whether the Employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death.
  - (c) The amount of time needed to discharge properly any responsibilities or obligations.
  - (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- 6.14.3 A decision on a bereavement leave application will be made as quickly as possible. Approval may be given retrospectively where the circumstances reasonably prevent prior application. If paid special leave is not appropriate then annual leave or leave without pay will be granted, but as a last resort.

## **6.15 Parental Leave**

- 6.15.1 Subject to the enhanced conditions in this employment agreement, the provisions and eligibility criteria of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 shall apply to all Employees.
- 6.15.2 Eligibility
- (a) Parental Leave may be taken by either an employee following the birth of a child or legal adoption of a child under five years or adoption of a child under 5 years by Whangāi placement, who either assumes primary or joint care of the child and who has been employed for at least an average of 10 hours each week for at least six months (including at least one hour per week or 40 hours per month). The entitlement is up to six months' combined maternity/parental and extended leave without pay provided the requisite criteria are met
  - (b) Parental leave may be taken by either an employee following the birth of a child or legal adoption of a child under five years or adoption of a child under five years by Whangāi placement, who assumes primary care of the child and who has been employed for at least an average of 10 hours each week for at least 12 months (including at least one hour per week or 40 hours per month). The entitlement is up to 12 months combined maternity/parental and extended leave without pay provided the requisite criteria are met.
  - (c) Notwithstanding the leave entitlements set out above, where an Employee and that Employee's partner are both employed by AUT and entitled to parental leave the combined total of maternity, parental and extended leave taken is not to exceed twelve months.
- 6.15.3 Notification and documentation
- (a) Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by an appropriate health professional certifying the date of delivery. When less than three months' notice is given, approval will not be unreasonably withheld.

- (b) A spouse / partner or de facto partner, including same sex partner applying for parental leave under clause 6.16.2 (a) is additionally required to provide a written assurance from the mother or primary care-giver that their partner intends to jointly assume care of the child.
- (c) In accordance with legislation, a spouse /partner or de facto partner, including same sex partner applying for parental leave under clause 6.16.2 (b) is additionally required to provide a written assurance from the mother or primary care-giver that their partner intends to assume primary care of the child.
- (d) Except a pregnant woman may commence parental leave sooner than expected at any time during pregnancy, subject to the Employee giving the Employer one month's notice in writing supported by documentation from an appropriate health professional. A shorter period of notice will be accepted on the recommendation of a medical professional.
- (e) An Employee intending to either legally adopt a child, or a Maori Employee intending to adopt a child by whangaai placement, is entitled to parental leave provided that the requisite criteria are met. In the case of adoption, evidence of an official adoption or whangaai placement must be provided, but the requirement of one month's written notice does not apply.
- (f) Subject to meeting the qualifying criteria in the preceding Clauses, parental leave may be granted for each birth, qualifying adoption or whangaai placement that occurs while an Employee is employed at Auckland University of Technology.

#### 6.15.4 Sick Leave during pregnancy

Periods of illness due to pregnancy, prior to maternity/parental leave commencing, may be charged against the Employee's sick leave entitlement. Parental leave is not to be granted as sick leave, with or without pay.

#### 6.15.5 Paid Parental Leave

- (a) An employee entitled to take parental leave will receive up to nine weeks paid leave at the rate of the Employee's full base salary at the effective date that they commenced leave. The entitlement to nine weeks paid parental leave is separate from any legislated entitlement.
- (b) Paid Parental Leave is to be taken in one period at the time of eligibility.
- (c) Where an employee and that Employee's partner are both employed at AUT and entitled to the nine weeks paid parental leave, the entitlement to nine weeks paid parental leave will only apply to one partner. The Employees concerned are to decide between them who is to receive the nine weeks paid parental leave and inform the Employer.

#### 6.15.6 Return to Work

- (a) An Employee must give the Employer at least 21 days' written notice of intention to return to work before parental leave expires. Where an Employee suffers a miscarriage or stillbirth, or the infant dies within a parental leave or an adoption becomes null and void, a request to return early to work shall be granted.
- (b) Should an Employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld and, in such cases, a minimum of 21 days' written notice of the request to return to work early will be given.
- (c) An Employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.



- (d) Where an Employee returning from parental leave wishes to negotiate reduced hours for a specific period of time, approval shall not be unreasonably withheld by the Employer.

#### 6.15.7 Continuity of Service and Service Based Entitlements

- (a) During periods of unpaid parental leave, the Employee's service, for the purpose of any rights or benefits that are conditional on unbroken service, shall not be broken.
- (b) In accordance with the Holidays Act 2003 (amended October 2004), although annual leave continues to accrue throughout periods of unpaid parental leave, payment for that annual leave is equivalent to the Employee's average weekly earnings over the past twelve months.
- (c) Annual leave already accrued will not be required to be taken before the Employee commences parental leave, but may be held over and taken when the Employee returns to work at the rate at which it was accrued prior to the leave having been taken.

### 6.16 Miscellaneous Leave Provisions

6.16.1 Special leave of absence with or without pay may be granted to an Employee at the Employer's discretion. Requests for leave without pay, other than for illness or injury, will be considered, after taking into account operational requirements of the department. Leave will not be unreasonably withheld in the following circumstances:

- (a) Cultural, community and sporting activities, involving national or provincial representation
- (b) Educational activities pertaining to an Employee's work noting that:
  - (i) For recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved.
  - (ii) Examination leave will be on full pay.
- (c) Upgrading qualifications at the request of the Employer.
- (d) Extenuating family reasons.
- (e) Involvement in recognised civil defence and search and rescue activities.
- (f) Attendance at meetings of recognised local authorities as a member.
- (g) Attendance, as a duly appointed representative of the union, at meetings of TIASA or TEU.
- (h) Attendance at approved union education courses.
- (i) Or any other special situations of a similar nature to those situations listed above.
- (ii)
- (j) Paid leave of up to 10 days per annum will be granted to:-
  - a) An employee who experiences domestic violence
  - b) An employee who supports a person experiencing domestic violence, unless the employee is the perpetrator. Wherever possible, application for leave should be made prior to the leave being taken. A form of proof acceptable to the employer may be required.

When leave without pay is approved, all outstanding leave must be used before the period of leave without pay commences. For purposes of continuous service (and associated benefits), periods of leave without pay will not accrue service.

#### 6.16.2 Leave for approved Statutory Authorities

The Employer will grant leave on full pay to an Employee who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the Employee from the authority will be paid to the University.

- (a) a university council
- (b) a college of education council
- (c) a polytechnic council
- (d) NZ Qualifications Authority
- (e) disputes and grievance committees established under Part 12 of this Agreement or any other bodies replacing them in function.
- (f) hearings of the Employment Court or anybody established to replace the Employment Court.
- (g) Committee on University Academic Programmes (CUAP)

The period with pay is for the time necessary to travel to, attend and return from the meeting.

#### 6.16.3 Jury Service

- (a) The Employee will inform the Employer immediately upon receipt of a Jury Summons. Where an Employee is summoned to attend jury service, they will be entitled to special leave with pay. The employee must return to work if or when discharged from, or not required for Jury Service.
- (b) The Employee shall supply to the Employer full details of any payments received and shall pay all fees received to the Employer (normally via a deduction from the Employee's pay as full salary payments will be continued whilst the Employee has been on jury service). The employee may retain any reimbursement of expenses such as travel.

### 6.17 Long Service Leave

- 6.17.1 An Employee shall on the completion of 15 years continuous service be granted four weeks paid long service leave at ordinary rates.
- 6.17.2 After 20 years continuous service an Employee will receive an additional one week long service leave.
- 6.17.3 Long service leave will usually be taken in one block and within one year of entitlement unless in exceptional circumstances approval to carry it forward to the second year following entitlement is granted by the Employer. Long service leave not taken within the time shall be paid out as taxable earnings at the rate applicable at the time the Employee became entitled to it.
- 6.17.4 Should an Employee die after qualifying for long service leave but before the leave is taken or paid out, the value of it shall be paid to the Employee's estate in accordance with the provisions of Clause 6.18.3 above.

### 6.18 Retiring Leave

- 6.18.1 Retiring leave is a benefit available only to those AUT Employees who were Employees of Auckland University of Technology as at 16 September 1998 and who have had continuous service from that date.

6.18.2 Eligibility and entitlements to retiring leave for qualifying Employees are set out in Schedule B to this Agreement.

## **PART 7: PROFESSIONAL DEVELOPMENT**

### **7.1 Reciprocal Commitment**

Employees have an obligation to maintain and enhance their capabilities for their current position and to develop themselves for future positions; and the Employer has a responsibility to ensure that Employees receive timely and appropriate opportunities for professional development.

### **7.2 Support for Professional Development – Time**

7.2.1 Permanent Employees will be allocated 5 duty days for professional development activities in each leave year for which they are employed, reduced on a pro rata basis for proportional Employees and for periods of employment of less than a full leave year, subject to:

- (a) The Employee having submitted a written professional development plan to the Employer. Such plan may be revised in the course of the year.
- (b) The Employer having agreed to the plan; such approval not being unreasonably withheld.
- (c) Reasonable notice being given of the proposed activities.
- (d) Timing of the activities being set with due regard for the University's operational requirements.

7.2.2 Professional development activities are deemed to include those personal, professional and career development activities which reasonably may be construed as work related i.e. of immediate or likely future benefit to the Employer.

7.2.3 Professional development time may by agreement between the Employer and the Employee be carried over to a future year to support planned development activities. Such agreement must be recorded in writing in the Employee's annual development plan.

7.2.4 The Employer may agree to professional development time in excess of 5 duty days for development activities which have particular benefit for the University.

7.2.5 Subject to 7.2.3 above, professional development time unused at the end of the leave year shall be forfeit.

### **7.3 Support for Professional Development - Financial**

7.3.1 Employees who qualify for professional development time shall be entitled to a minimum of \$1,000 per annum with effect from 1 January 2016 (pro rata for proportional Employees and for periods of employment of less than a full leave year) for the purposes of reimbursement of the actual and reasonable expenses associated with approved professional development activities.

7.3.2 The Employee may carry over all or part of the financial entitlement to support future agreed development activity provided that such carry over shall be recorded following standard University procedures. Unused financial entitlement for which there is no written record to carry over shall be forfeit.

Refer to the "Staff Development Policy" for further guidance on the procedures applicable.

## PART 8: ALLOWANCES AND EXPENSES

### 8.1 Employment Related Expenses

The Employer will make reimbursement to Employees so that they do not incur personal costs as a result of requirements of the Employer. Reimbursement will be according to:

- (a) the following provisions for reimbursements, allowances and expenses, or
- (b) the policies, procedures and practices the Employer establishes for any matters not specifically covered by the provisions of this Agreement.

### 8.2 Travelling Expenses

An Employee required to travel within New Zealand on official business will be paid a travelling allowance as follows:

- (a) approved actual and reasonable accommodation costs, or an allowance of \$50.08 with effect 12 January 2023 per night when staying privately, and
- (b) actual and reasonable travel costs, and
- (c) actual and reasonable meal costs up to \$90.31 with effect 12 January 2023 for each completed 24 hour period, and
- (d) an incidental allowance of \$11.63 with effect 12 January 2023 for each 24 hour period or part thereof,
- (e) in addition, when away from home on official business an Employee with dependents is entitled to one visit home per month at the Employer's expense.

Where appropriate the Employee will provide proof of payment.

### 8.3 Meal Allowance

#### Group 1

- 8.3.1 An Employee who has been directed to work no less than two hours overtime after a break of at least half an hour and who has had to buy a meal which would not otherwise have been bought, shall be paid a meal allowance at the rate of \$20.03 with effect 12 January 2023 per instance.

#### Group 2

- 8.3.2 An Employee who has been directed to work no less than two hours after a break of at least half an hour and subsequent to their rostered shift, shall be provided with an appropriate meal.

### 8.4 Tea Provision

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

### 8.5 Motor Vehicle Allowance

When required to use their own vehicle for official business, employees will be entitled to claim a motor vehicle allowance. This allowance will be set annually by AUT on 1 November each year and will align with the prescribed IRD rate and conditions at the time of the review.

### 8.6 Removal Expenses

- 8.6.1 Where an Employee is transferred to meet the convenience of the Employer, they shall be paid removal and transfer expenses, including those of any dependent family.
- 8.6.2 Removal expenses may be paid in circumstances other than those outlined above at the discretion of the Employer.

## **8.7 Compassionate Grant on Death of Employee**

- 8.7.1 Upon the death of a tenured Employee, the Employer may pay to the next of kin an amount as follows:
- (a) for an Employee with 10 years' and under 20 years' service, one-twelfth of the annual salary;
  - (b) for an Employee with 20 years' service or more, one-eighth of the annual salary.
- 8.7.2 For the purpose of this Clause, the term 'next of kin' means:
- (a) the spouse or partner of the deceased Employee if the deceased Employee was the prime income earner of the household/family, or;
  - (b) any dependent relative of the deceased Employee.

## **8.8 Reimbursements**

- 8.8.1 Reimbursements will be made in full upon application to the Employer according to the following provisions.
- (a) Subscriptions to professional associations where membership is mandatory.
  - (b) The cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the Employee has been employed, or to maintain membership of a recognised professional association in terms of sub-Clause (a) of this Clause.

## PART 9: HEALTH & SAFETY AND WELLBEING

These provisions are to supplement those outlined in the AUT Health and Safety Policy.

### 9.1 Working Conditions

9.1.1 The parties are committed to ensuring the promotion of a safe and healthy workplace with a high priority on staff wellness and the provision of a safe and healthy working environment.

9.1.2 Consistent with this commitment, the parties will work together on the development and enhancement of policies, procedures and programmes including those for:

- (a) Managing stress
- (b) Conflict management and the resolution of disputes
- (c) Employee assistance
- (c) Appropriate work-life balance initiatives

and will fully discharge their respective obligations under the Health and Safety at Work Act 2015 (including regulations and amendments).

### 9.2 Employer Obligations

9.2.1 The Employer will ensure that Employees:

- (a) Have reasonable opportunities to participate in the development of health and safety policy and procedures,
- (b) Have information on workplace hazards and control measures in place and/or available,
- (c) Will be trained in the job in the safest way and on the appropriate use of all protective equipment and devices,
- (d) Are aware of emergency and evacuation procedures,
- (e) Who experience injury or illness will have appropriate rehabilitative support,
- (f) Are not required to perform tasks that are likely to cause serious harm.

9.2.2 The Employer will:

- (a) Record and investigate and take appropriate corrective action following the reporting of injuries and illnesses or the identification of hazards.
- (b) Initiate periodic review of health and safety management systems and procedures and will involve Employees in these reviews.

### 9.3 Employee Obligations

9.3.1 Employees will:

- (a) Report hazards, to identify and suggest control measures and to take reasonable steps to remove or minimise harm pending Employer remedial action,
- (b) Report in a timely manner all workplace injuries and work related illnesses,
- (c) Follow instructions on the use of protective equipment and devices,
- (d) Contribute to and follow emergency and evacuation procedures and to inform visitors of these procedures,
- (e) Attend health and safety training on injury/illness prevention related to their tasks/work environment,
- (f) Participate in periodic reviews of health and safety management systems,
- (g) Report near misses and early notice of pain that could result in injury or illness in the future, or given a different set of circumstances.
- (h) Take responsibility for their rehabilitation for work and non-work injury and illness.

### 9.4 Specific Provisions for Employee Protection

9.4.1 The Employer will provide at the Employer's cost as follows:

- (a) **Hearing protection** as required for Employees working in noisy conditions.
- (b) **Eye protection** where the Employer considers that an Employee is working in an “eye danger area”. Such eye protection to be;
  - (i) Standard safety glasses with neutral lenses, or
  - (ii) Specially hardened neutral “clip on” safety glasses to be worn over optical glasses, where the Employee works only occasionally in an “eye danger area”, or
  - (iii) Specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the Employee works for substantial periods in an “eye danger area”.
- (c) **Protective clothing** where the Employer considers the nature of an Employee’s work is more than normally destructive to clothing. Such clothing will be issued on a,
  - (i) Permanent basis, or
  - (ii) On a temporary loan, and be laundered at the Employer’s expense.
- (d) **Uniforms** where the Employer requires uniforms to be worn. Such uniforms will:
  - (i) Remain the property of the Employer and
  - (ii) Be replaced on a fair wear and tear basis,
  - (iii) Be laundered /dry cleaned at the Employers expense.
- (e) **Safety footwear** where the Employer considers such footwear necessary. The Employer shall reimburse the Employee for safety footwear purchased.
- (f) **Immunisation** at the Employee’s request, against Hepatitis B where an Employee is at significant risk of acquiring Hepatitis B because of the nature of their job.

## 9.5 VDU Operators

- 9.5.1 A VDU Operator is defined as a staff member who uses a Visual Display Unit for 50% or more of their working time or for continuous periods of two hours or greater per working day.
- 9.5.2 VDU Operators should have their eyes tested prior to or soon after commencing employment and thereafter every two years.
- 9.5.3 On production of the receipt the Employer will reimburse costs up to a maximum of \$200 for prescription spectacles for a VDU operator provided that the need for spectacles for VDU operation has been endorsed by an optometrist and a copy is provided of the visual examination form prescribed by the NZ Optometrist Association.

Refer to the “Health and Safety Policy” for details of Employer and Employee obligations.



## PART 10: ORGANISATIONAL CHANGE

### 10.1 Consultation

- 10.1.1 The Employer recognises the potential impact of significant organisational change in the work lives of Employees and seeks to minimise any negative effect of change through appropriate processes of consultation.

Accordingly, the Employer will notify in writing the National Secretary of TIASA and/or TEU, the Chair of the local branch of TIASA and/or TEU and affected Employees of any reviews, including mergers and amalgamations.

- 10.1.2 The National Secretary of TIASA and/or TEU, the Chair of the local branch of TIASA and/or TEU and affected Employees will be notified in writing by the Employer of any reviews of the University's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing Employees.
- 10.1.3 A minimum of one month will be provided to allow TIASA and/or TEU and affected Employees to make submissions which will be considered by the Employer before making a final decision. The parties may agree to a lesser period.
- 10.1.4 The Employer will provide the union(s) with an opportunity to be involved in any review.
- 10.1.5 The Employer will take all practicable steps to provide relevant information requested by TIASA and/or TEU.

### 10.2 Application

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

### 10.3 Surplus Staffing

- 10.3.1 A surplus staffing situation exists when as a result of reduction in funding, course demands, organisational changes or other identified factors the Employer requires a reduction in the number of Employees.

#### 10.3.2 Identification of Surplus Staffing

- (a) In the event that a review of the University's organisational structure or function, following consultation as provided for in Clause 10.1.3, results in a surplus staffing situation, the Employer shall advise in writing individual Employees who might be affected and shall also advise such Employees of their right to assistance from TIASA and/or TEU.
- (b) The process and/or criteria for determining the specific positions which are to be declared surplus to requirements shall be determined by the Employer following consultation with TIASA and/or TEU.

#### 10.3.3 Notification

Once specific positions have been identified as surplus to requirement:

- (a) If there is only one position affecting only one Employee or in respect of staff for whom severance is not voluntary, the Employer shall advise the National Secretary of TIASA and/or TEU, the Chair of the AUT Branch of TIASA and/or TEU and the Employee(s) affected not less than two months prior to the date by which the Employee is to be discharged. This date may be varied by agreement between the Employer and the Employee.

- (b) If there is more than one position and more than one Employee per position is potentially affected, the Employer shall call for voluntary severance from the Employees potentially affected. The Employer shall determine which, if any, of those Employees who request voluntary severance shall be granted voluntary severance, having due regard to retaining a viable skill and experience base within the reduced workforce. Any Employee who is granted voluntary severance shall receive two months' notice prior to the date of discharge. This date may be varied by agreement between the Employer and the Employee.

## 10.4 Options

The aim will be to minimise the use of severance.

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

- (a) Voluntary severance as provided for in Clause 10.3.3 above
- (b) Attrition
- (c) Redeployment
- (d) Retraining
- (e) Severance

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

10.4.2 Employees who offered a position within the University which is directly comparable to their existing positions, which does not require a change in residential location, and who decline appointment will not have access to severance. The above options will continue to be available to Employees declared surplus until the Employee's last date of employment.

## 10.5 Conditions

10.5.1 Attrition

Due to the normal process of staff turnover the number of Employees is allowed to decrease by not replacing Employees as they leave.

10.5.2 Redeployment

Employees may be redeployed to a new position within the University consistent with and appropriate to their skills and experience at the same or lower salary, subject to the following conditions:

- (a) Where the new job position is at a lower salary, an allowance will be paid to preserve the salary at the rate paid immediately prior to redeployment.

This allowance can be paid in the following ways:

- (i) 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
  - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is at a location outside the local area, the Employee will be entitled to relocation expenses as set out in Clause 8.6 of this Agreement.

### 10.5.3 Retraining

The Employer may, following application from the Employee, offer the option of retraining with financial assistance. The total cost to the Employer, including any salary and training costs will not exceed 110% of the value of the severance payment the Employee would be entitled to. Where the Employee receives a severance payment any training allowance additional to this payment shall be by way of reimbursement of the costs of personal skills development up to 10% of the amount of the severance payment.

### 10.5.4 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this subclause is as defined in Part 2; except that for staff employed by the Auckland Institute of Technology prior to 01 April 1988, service also includes other relevant Government service.
- (c) All service recognised under 10.5.4(b) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy / severance / early retirement or similar payment from any of the above services or from any university Employer.
- (d) "Continuous service" for the purposes of (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the University service, or one month within other service(s) approved under (b) above.
- (e) In any instance where an Employee has received a benefit for severance or early retirement from a previous Employer where such employment would otherwise qualify for "service" under Clause 2.17 above, such employment which has been taken account of in calculating the benefit shall not be credited for "service" in any of the provisions of this Clause.
- (f) Payment will be made in accordance with the following:
  - (i) Where termination is immediate or less than two months' written notice is given by the Employer, 16 percent of salary for the preceding 12 months or the appropriate proportion of this amount will be payable in lieu of notice not given, regardless of length of service;
  - (ii) 12 percent of salary for the preceding 12 months, or part thereof for Employees with less than 12 months service; and
  - (iii) 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
  - (iv) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (g) An Employee who through agreement has temporarily reduced their hours, or is on a period of unpaid leave, shall have their payment calculated for the 12 months' service, at the salary of their substantive position.
- (h) Notwithstanding Clause 3.2 when an Employee is employed on a fixed term appointment and the position is declared surplus during the term of the appointment, the Employee will be paid out the remainder of their fixed term agreement.
- (i) Outstanding annual and discretionary leave will be cashed up separately.

## **10.6 Employee Protection Provision**

### **10.6.1 Introduction**

In any case of restructuring, as defined in the Employment Relations Amendment Act (No.2) 2004, where it is proposed that the business (or part of it) is to be sold or contracted out, the Employer will notify TIASA and/or TEU and the affected employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.

### **10.6.2 Definitions**

For the purposes of these provisions “affected employee”, “restructuring” and “new employer” shall have the same meaning as in the Employment Relations Amendment Act (No.2) 2004. “Employer” shall mean the original employer party to this collective agreement.

### **10.6.3 Consultation**

These employee protection provisions are to be read in conjunction with the surplus staffing consultation and restructuring provisions in this Agreement that appear in Section 10 “Organisational Change”. When consulting, the employer will provide TIASA and/or TEU with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

### **10.6.4 Terms of Employment**

In the course of negotiating a sale or purchase agreement or a contract for services, the Employer will endeavour to obtain employment for affected employees and will raise in discussions with the New Employer the following matters:

- (a) whether or not the New Employer will make offers of employment to the Employer’s Employees and if so, whether Employees will be offered employment in the same capacity;
- (b) whether the conditions of employment offered will be the same or no less favourable than the Employee’s conditions of employment; and
- (c) whether service with the Employer will be treated as continuous service with the New Employer

### **10.6.5 New Employment Opportunities**

The employer will subsequently advise TIASA and/or TEU and affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities. The employer will also advise employees and explain the implications of their right to accept or decline to transfer to the new employer.

### **10.6.6 Implications for redundancy compensation of election to transfer**

Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer.

## **10.7 Rights of Employees Declared Surplus**

### **10.7.1 Time off to Attend Interviews**

Employees will have reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the University.

### **10.7.2 References**

The Employer will supply all surplus Employees a letter of reference.

### **10.7.3 Counselling**

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

### **10.7.4 Employees on Leave**

An Employee who is declared surplus and who is on parental leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment will be covered by the surplus staffing provisions of this Agreement.

## **PART 11: UNION MATTERS**

### **11.1 Branch Chair Allowance**

- 11.1.1 The Employer will recognise the TIASA and TEU Branch Chairs as the Union representatives on site. Notice of the appointment of the Chairs will be given in writing to the Employer.
- 11.1.2 TIASA and the Employer have agreed that on an annual basis a 0.5 FTE time allocation will be made to the person holding the AUT Branch Chair, in order to carry out Union business relating to members. TEU members will be covered by the Branch Chair allocation in the Academic and Associated Staff Members' Collective clause 11.5.

### **11.2 Right of Access**

- 11.2.1 Subject to the Employment Relations Act 2000, the National Secretary or other authorised officer of TIASA and/or TEU shall, with the consent of the Employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises 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 interfere with class programmes/session times.

### **11.3 Stopwork Meetings**

- 11.3.1 Subject to Clauses 11.3.2 - 11.3.5 below, the Employer shall allow every Employee who is covered by this Agreement who is a member of a union to attend on ordinary pay up to two meetings (each of a maximum two hours duration) with TIASA or TEU in each year.
- 11.3.2 The Union shall give the Employer at least 14 days' notice of the date and time of any meeting to which Clause 11.3.1 applies.
- 11.3.3 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.
- 11.3.4 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.
- 11.3.5 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.

### **11.4 Union Fee Deduction**

- 11.4.1 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.
- 11.4.2 The Employer, when requested in writing by the Union, shall, within one month of receipt of such request, supply to the Union a list of allied staff.
- 11.4.3 Such requests shall not be made to the Employer at intervals of less than six months.

## PART 12: RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

### 12.1 Employment Relationship Problems

- 12.1.1 Employment relationship problems include personal grievances (i.e. claims of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment or duress in relationship to membership of a union or Employee organisation), disputes about the interpretation, application or operation of an employment agreement, and any other problem arising out of the employment relationship between an Employee and the Employer not being a problem relating to the fixing of new terms and conditions of employment.
- 12.1.2 An Employee who believes that they have an employment relationship problem should, with the assistance of TIASA or TEU if they so choose, raise the problem with their manager, that manager's manager or People & Culture.
- 12.1.3 Both the Employees and Employer should try to resolve the matter in an interest-based manner and, if suitable, use the University's Early Resolution Programme in an attempt to reach resolution.

Refer to "Employee Early Resolution" policy for details about mediation provided by the University.

### 12.2 Personal Grievances

- 12.2.1 An Employee who believes they have a personal grievance must raise the matter with the Employer within 90 days of the grievance occurring or coming to the Employee's notice, whichever is the latter. A written submission is strongly encouraged.
- 12.2.2 The Employer will attempt to resolve the matter in the same way as provided for in Clause 12.1.3.
- 12.2.3 If resolution is not achieved through discussion, either the Employee or the Employer, or both parties jointly, may apply for mediation assistance from the Ministry of Business, innovation and Employment MBIE.
- 12.2.4 If resolution is not achieved through mediation at MBIE, the Employee may apply to the Employment Relations Authority for investigation and determination.
- 12.2.4 In certain circumstances the decision of the Employment Relations Authority may be appealed by the Employee or the Employer to the Employment Court.

## **PART 13: SAVINGS CLAUSE**

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




## PART 14: ATTESTATION

This Agreement was signed by the parties as follows:

(Signed)  26 May 2023


Professor Damon Salesa  
Vice Chancellor, Auckland University of Technology

For and on behalf of the Auckland University of Technology

(Signed)  19 May 2023

Peter Joseph  
Chief Executive, Tertiary Institutes Allied Staff Association

For and on behalf of the Tertiary Institutes Allied Staff Association

(Signed)  15 May 2023

Irena Brorens  
Assistant National Secretary – Industrial, Tertiary Education Union

For and on behalf of the Tertiary Education Union

## SCHEDULE A

### Group 1 Salaries

A \$3,000 increase is to be applied to each step on the salary scale effective 11 January 2023.

#### EXECUTIVE AND CLERICAL PAY SCALES

<b>AUT</b>		Effective: 2022		Effective: 2023	
		Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
EX02	02	\$48,502	\$24.80	\$51,502	\$26.34
	03	\$50,188	\$25.67	\$53,188	\$27.20
EX03	01	\$51,722	\$26.45	\$54,722	\$27.99
	02	\$53,307	\$27.26	\$56,307	\$28.80
	03	\$54,993	\$28.12	\$57,993	\$29.66
EX04	01	\$57,592	\$29.45	\$60,592	\$30.99
	02	\$59,370	\$30.36	\$62,370	\$31.90
	03	\$61,192	\$31.29	\$64,192	\$32.83
EX05	01	\$65,030	\$33.26	\$68,030	\$34.79
	02	\$67,043	\$34.29	\$70,043	\$35.82
	03	\$69,118	\$35.35	\$72,118	\$36.88
EX06	01	\$73,478	\$37.58	\$76,478	\$39.11
	02	\$75,767	\$38.75	\$78,767	\$40.28
	03	\$78,127	\$39.96	\$81,127	\$41.49
EX07	01	\$81,984	\$41.93	\$84,984	\$43.46
	02	\$85,207	\$43.58	\$88,207	\$45.11
	03	\$89,510	\$45.78	\$92,510	\$47.31
EX08	01	\$91,424	\$46.76	\$94,424	\$48.29
	02	\$93,590	\$47.86	\$96,590	\$49.40
EX09	01	\$96,926	\$49.57	\$99,926	\$51.10
	02	\$100,387	\$51.34	\$103,387	\$52.87
EX10	01	\$103,975	\$53.17	\$106,975	\$54.71
	02	\$107,685	\$55.07	\$110,685	\$56.61
EX11	01	\$111,537	\$57.04	\$114,537	\$58.58
	02	\$115,527	\$59.08	\$118,527	\$60.62
EX12	01	\$119,659	\$61.20	\$122,659	\$62.73
	02	\$123,943	\$63.39	\$126,943	\$64.92

## SCHEDULE B

### Retiring and Resigning Leave

#### 1.0 ELIGIBILITY FOR RETIRING LEAVE

- 1.1 The following shall be entitled to retiring leave:
- (a) Employees employed by the Auckland University of Technology as at 16 September 1998 who have had continuous service, and
  - (b) who are Employees who have attained the age at which they are eligible to receive national superannuation and who have completed at least 10 years' service; or
  - (c) who retire because they are unable to perform their duties as a result of physical or mental incapacity.

1.2 Retiring leave shall be calculated on a pro-rata basis according to the Employee's record of service based on Clause 2.0 of this Schedule.

1.3 Employees entitled to retiring leave on medical grounds shall receive 65 working days where the length of service does not exceed 25 years, and retiring leave in accordance with Clause 2.0 of this Schedule otherwise.

1.4 For Employees whose services are dispensed with through no fault of their own, before reaching retiring age, the Employer will consider granting retiring leave in accordance with this Table:

<i>Qualification Required</i>	<i>Retiring Leave (working days)</i>
Completion of 15 years' service	65 days
Completion of 10 and under 15 years' service	44 days
Completion of 5 and 10 years' service	22 days

1.5 Instead of granting leave as above, an Employer may, on application from the Employee, pay a lump sum equivalent in value to that leave.

1.6 An Employee who has more than 20 years continuous service or is eligible to retire on the grounds of eligibility for national superannuation, shall be entitled to anticipate retiring leave in terms of Clause 3.0 of this Schedule.

1.7 On the death of an Employee, the Employer may approve a cash grant in lieu of retiring leave to the estate of the deceased Employee.

## 2.0 RETIRING LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20 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	"	"	"	"	"

### 3.0 ANTICIPATED RETIREMENT LEAVE ENTITLEMENT IN WORKING DAYS

Years of Service	Months of Service			
	0	3	6	9
20	65	66	66	67
21	68	69	69	70
22	71	71	72	73
23	74	74	75	76
24	76	77	78	79
25	79	80	81	81
26	82	83	84	84
27	85	86	86	87
28	88	89	89	90
29	91	91	92	93
30	94	94	95	96
31	96	97	98	99
32	99	100	101	101
33	102	103	104	104
34	105	106	106	107
35	108	109	109	110
36	111	111	112	113
37	114	114	115	116
38	116	117	118	119
39	119	120	121	121
40 or more	122	"	"	"

## SCHEDULE C

### Group 2 Salaries

A \$3,000 increase is to be applied to each step on the salary scale effective 11 January 2023.

### CAFÉ, RESTAURANT AND EVENT WORK PAY SCALES

		AUT	Effective: Jan 2022		Effective: Jan 2023	
INDICATIVE TITLES	SCALE		Annual Salary	Hourly Rate	Annual Salary	Hourly Rate
Retail Assistant, Kitchen Assistant, Café Assistant, Cashier, Waiter, Barista, Events Assistant, Dishwasher, Kitchen Porter, Bar, Commis/Demi Chef, Senior Retail/Events, AV Assistant	F501	00	\$51,838	\$ 24.85	\$54,838	\$ 26.29
Supervisor, Senior Barista, AV Tech, Chef De partie, Events/Catering Coordinator	F502	01	\$53,135	\$ 25.48	\$56,135	\$ 26.91
		02	\$54,430	\$ 26.10	\$57,430	\$ 27.54
		03	\$55,727	\$ 26.72	\$58,727	\$ 28.16
		04	\$57,022	\$ 27.34	\$60,022	\$ 28.78
		05	\$58,318	\$ 27.96	\$61,318	\$ 29.40
		06	\$59,613	\$ 28.58	\$62,613	\$ 30.02
Senior Coordinator, Sous Chef, Restaurant/Café Manager, Systems Specialist, Senior AV Tech	F503	01	\$60,909	\$ 29.20	\$63,909	\$ 30.64
		02	\$62,205	\$ 29.82	\$65,205	\$ 31.26
		03	\$64,701	\$ 31.02	\$67,701	\$ 32.46
		04	\$67,389	\$ 32.31	\$70,389	\$ 33.75
		05	\$69,981	\$ 33.55	\$72,981	\$ 34.99
		06	\$72,574	\$ 34.80	\$75,574	\$ 36.23
Manager, Senior Sous Chef, Team Leader, Executive Chef	F504	01	\$75,166	\$ 36.04	\$78,166	\$ 37.48
		02	\$77,756	\$ 37.28	\$80,756	\$ 38.72
		03	\$80,349	\$ 38.52	\$83,349	\$ 39.96
		04	\$83,043	\$ 39.81	\$86,043	\$ 41.25
		05	\$85,739	\$ 41.02	\$88,739	\$ 42.48
		06	\$88,436	\$ 42.23	\$91,436	\$ 43.67

## **Café, Restaurant and Event Work Pay scales**

### Progression through Steps

Progression to a higher step within the relevant grade is by annual increment on the anniversary of an appointment to the relevant grade.

### Qualification Allowances

Upon provision of industry recognised current certification to People & Culture an additional amount shall be paid each hour to permanent employees who have the following qualifications:

First Aid Certification (St Johns or Equivalent) \$0.10/hour

TCB Food Hygiene \$0.15/hour

General Managers Liquor License/LCQ \$0.15/hour

Plus the payment for the highest of the following held by the chef:

TCB 75/1 \$0.25/hour

City and Guilds 706/1 or TCB 75/2 \$0.30/hour

City and Guilds 706/2 or TCB 75/3 \$0.40/hour

HCITB Diploma \$0.50/hour

### Non Taxable Travel Allowance

The Employer shall pay \$7.00 per day (pro rata for an 8 hour shift worked) to any permanent employee who is required to commence work before 5.00 am or finish after 12.00 midnight.

It is not intended that negotiated or other increases to rates will apply to the Qualification Allowance or Non Taxable Travel Allowance.

A \$3,000 increase is to be applied to each step on the salary scale effective 11 January

## SIGN LANGUAGE INTERPRETERS (HOURLY PAID)

		<b>AUT</b>	
		Effective: 2022	Effective: 2023
SCALE		Hourly Rate	Hourly Rate
SIG	01	\$44.65	\$46.18
	02	\$47.84	\$49.37
	03	\$51.03	\$52.56
	04	\$54.22	\$55.75
	05	\$57.41	\$58.94
	06	\$60.60	\$62.13
	07	\$63.79	\$65.32



# SECURITY GUARDS

	<b>AUT</b>	<b>Effective: 2022</b>	<b>Effective: 2023</b>
<b>SCALE</b>		<b>Annual Salary</b>	<b>Hourly Rate</b>
Security Officer		49,247	54,838
Key Control & Security Coordinator		61,191	64,191
Security Control Room		66,825	69,825