



Kirimana ā-Tōpū mō ngā Kaimahi Tau Whānui

Allied Kaimahi Collective Employment Agreement

Effective from: 1 January 2023
Expires: 31 December 2023

Yes, I would like to join TIASA

Please ensure you complete all parts of this form, sign and date both panels, and return to TIASA National Office, P O Box 1594, Rotorua; or scan and email to hq@tiasa.org.nz. Please print clearly.

1. Personal details *Please underline preferred name*

Surname: _____

First name(s): _____

Gender: Male Female Gender diverse

Preferred Title: Mr Ms Miss Mrs Ia Other Please specify: _____

Home address (number, street, suburb, city/town): _____

2. Employment details

Institute/Business Unit/ University/Wānanga: _____

Campus/Site: _____ Year Commenced: _____

Position Held: _____ Department/Faculty/Team: _____

Work status: Full time Part time Temporary Fixed Term

3. Salary deduction authority

I authorise the deduction of my TIASA subscriptions (fees) from my salary on a fortnightly basis, at the rate advised from time to time by TIASA. This authority will remain in force until revoked by me in writing and in accordance with TIASA's Rules.

Signed: _____ Date: ____/____/____

4. Authorisation/Declaration

I hereby apply for membership of the Tertiary Institutes Allied Staff Association (TIASA), or any succeeding organisation. I authorise TIASA to: Act as my sole representative in all matters relating to my employment and in exercising any of my rights and powers given to me under the Employment Relations Act 2000 or otherwise, in relation to my employment; Act as my representative in respect of my current and future employment agreement; Settle, subject to ratification, the terms of any applicable employment agreement through negotiation with my employer. I authorise TIASA to hold and use any information that I provide for any purpose that is in accordance with TIASA's stated objects. I agree that TIASA is not obligated to act on my behalf in any matter that arose prior to this application.

Signed: _____ Date: ____/____/____

We will send everything in this section to your employer for payroll purposes. Information below this line is for TIASA use only. TIASA will arrange for your fees to be deducted from your salary. To arrange alternate methods, contact hq@tiasa.org.nz

Optional 5. E.E.O. Data *Pakeha; Pasifika (please specify); Asian (Please specify); Other ethnicity - please specify)*

Ethnicity: _____ Do you identify as Māori? Yes No

If yes, please specify your tribal affiliation: _____

6. Contact Details *Please provide preferred contact email (work or personal). If no mobile phone, please provide preferred landline*

Work Phone: (____) _____ extn: _____ Mobile: (____) _____

Email: _____

FOR NATIONAL OFFICE USE ONLY

Application: Accepted Declined Membership No. _____

Mahi i roto i te kaupapa | Working in partnership

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

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

1. Promoting and strengthening collectivity, collective bargaining and union rights in the workplace and ensuring that workplace strategies and policies uphold the integrity of collective agreements and the collective bargaining process.
2. Te Pūkenga recognises TIASA as the authorised representative of TIASA members; the right of kaimahi to join and be represented by TIASA; TIASA's right to consult and inform members in the workplace; Regular and open lines of communication and engagement for the purpose of: keeping connected, discussing the organisation's direction and any potential impact on kaimahi, ensuring the partnership principles are being applied across the motu, addressing concerns early on, and planning for future joint initiatives and working parties.
3. Working with each other in good faith in all aspects of the relationship and in a manner that recognises the commitment to Te Tiriti o Waitangi.
4. Our joint efforts contribute to the success and wellness of kaimahi, summed up in the phrase Whakairohia he toki, tāraia te anamata | Learning with purpose, creating our futures.
5. Living our Te Pūkenga values manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person), and any amendments to the values.
6. Committed to embedding sustainability in all aspects of what we do, what we deliver and create, and all our actions.
7. Both parties recognise the importance of supporting kaimahi to ensure their mahi aligns to Te Pūkenga vision and values and benefits the needs of ākonga. This Agreement embodies the terms, conditions and commitments which we believe will help Te Pūkenga attract, retain and grow a high performing workforce capable of delivering its vision.
8. Applying the collective agreement in good faith and in accordance with these partnership principles, and in the spirit with which it is intended. Where there is any doubt regarding the intent of a provision or its application, there is a commitment to use best endeavours to resolve it through good faith discussions.

Hei whakamārama | Explanatory Note for this Collective Agreement

Purpose

Te Pūkenga and TIASA have included this explanatory note to the collective agreement to assist kaimahi (employees) and management in understanding the collective agreement and to outline the commitment the parties have to ongoing discussions and development of the collective agreement.

Background

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

To ensure a seamless transition for Transferring kaimahi, Te Pūkenga and TIASA agreed that all collective agreements in place within Te Pūkenga subsidiaries would transfer over to Te Pūkenga and Transferring kaimahi would remain on those collective agreements until replaced by a new TIASA/Te Pūkenga allied kaimahi collective agreement. In addition, the period of employment with a Te Pūkenga subsidiary is treated as continuous service for the purpose of all service-related entitlements with Te Pūkenga.

The formation of Te Pūkenga is a significant and exciting step in Aotearoa’s tertiary educational reform. Te Pūkenga and TIASA are committed to working together to develop modern terms and conditions of employment that support new ways of working, life-long learning, and which respect, value and ensure the overall wellbeing of kaimahi. To do this properly, it will take time. This employment agreement sets out an indicative work programme for progressing these discussions.

Overview of this Collective Agreement

This collective agreement is made up of three parts as follows.

	Who it applies to	Explanation	
Part A	All kaimahi	<p>This includes general provisions of employment such as who is covered by the agreement, definitions, wellbeing and safety and other general terms. These provisions replace the relevant provisions of collective agreements that transferred to Te Pūkenga as listed in Part C.</p> <p>Part A does not include or impact on provisions which provide entitlements to kaimahi such as leave, allowances and other such provisions.</p>	
Part B	See explanation for 2023 and 2024	<p>2023</p> <p>In this collective agreement, Part B sets out a work programme which describes the provisions that will be developed prior to the next collective agreement being ratified.</p>	<p>2024</p> <p>Once the work programme is complete, Part B will comprise of a new set of terms and conditions of employment. Once ratified, Part B will then apply to all new kaimahi from that date. In addition, once ratified, kaimahi covered by Part C can choose to be covered by Part B instead of Part C. This will be a choice that kaimahi can make at any time and will not be compulsory.</p>
Part C	<ul style="list-style-type: none"> Transferring kaimahi New kaimahi prior to Part B being completed and ratified 	<p>This comprises all the collective agreement provisions not replaced by Part A which were in place within each Te Pūkenga subsidiary at the date of transferring to Te Pūkenga.</p> <p>Kaimahi are covered by the collective agreement which applied to them prior to becoming a kaimahi of Te Pūkenga. For kaimahi appointed directly by Te Pūkenga from 1 January 2023, they are covered by the collective agreement in Part C that most closely aligns to the agreement applicable to the region they are employed in.</p> <p>Where there is any doubt about application, Te Pūkenga and TIASA will agree in good faith on which Schedule applies.</p>	

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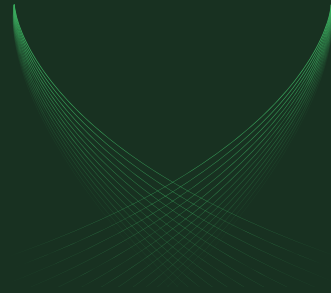
Manawa nui

We reach out and welcome in



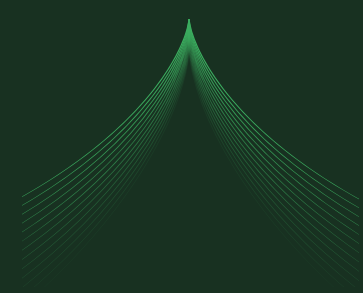
Manawa roa

We learn and achieve together



Manawa ora

We strengthen and grow the whole person



Wāhanga A | Part A

Applicable to all kaimahi covered by this Collective Agreement



1 Te whānuitanga | Agreement Coverage

1.1 Parties

The parties to this agreement are:

- a. The Chief Executive of Te Pūkenga, referred to as “Te Pūkenga” or “the Employer”, and
- b. The Tertiary Institutes Allied Staff Association (TIASA Te Hononga) Inc, referred to as “TIASA”, which is the union authorised to act on behalf of kaimahi who are bound by this agreement and have so authorised TIASA to act on their behalf

1.2 Coverage of the Agreement

- a. This Agreement covers all kaimahi of Te Pūkenga who are or become members of TIASA and are primarily employed as allied kaimahi in roles howsoever termed.
- b. Where there is ambiguity or disagreement around whether the roles within a related entity falls within this coverage clause then Te Pūkenga and TIASA will in good faith jointly assess and agree whether the entity is within coverage or not.
- c. Allied kaimahi roles include but are not limited to:
 - i. administration, finance, secretarial, clerical, information technology services and support, marketing, communications, public relations, liaison, counselling, student enrolment, recruitment and/or support including student advisors, pastoral and/or learning support advisors, career consulting, librarians, library assistants and other library roles, technical support, customer services representatives, reception, telephone services, mail process and/or delivery, facilities management and maintenance, learning resources, IT/computing including online delivery facilitation, support and development, technicians, human resources, payroll, cafeteria, security, grounds, printery, copy centre, and supervisory and management roles in any of the above or similar areas.
- d. This Agreement excludes from cover kaimahi who are employed to undertake one or more of the activities as described below:
 - i. Te Pūkenga Chief Executive
 - ii. Senior positions within Te Pūkenga as described in Section 594 of the Education and Training Act 2020
 - iii. Leadership positions reporting directly to members of the Executive Leadership Team of Te Pūkenga.
 - iv. Kaimahi primarily employed in an academic (teaching) position
- e. This Agreement also currently excludes from coverage those employed within the Te Pūkenga subsidiary previously known as Work Based Learning (WBL)
- f. Where there is ambiguity or disagreement around whether a role falls within this coverage clause then Te Pūkenga and TIASA will in good faith jointly assess and agree whether the role is within coverage or not. In so doing the standardised occupational definitions of the latest edition of the Australia and New Zealand Standard Classification of Occupations (ANZSCO) will be used as the basis for guiding correct coverage. The intention of these provisions is to confirm bona fide coverage, not to limit or exclude it.

- g. The parties acknowledge the complexity of the transition process and following confirmation of the Te Pūkenga structure will review the list of roles excluded from this agreement with an aim of minimising the number of kaimahi excluded.

1.3 Application of the Agreement

- a. When kaimahi are appointed to any role whose activities are described within the coverage clause of this Collective Agreement, Te Pūkenga will:
 - i. inform them that this Collective Agreement exists and covers the work to be done by them;
 - ii. provide them a copy of this Collective Agreement;
 - iii. inform them that they may join TIASA and provide an application form for membership;
 - iv. inform them how to contact TIASA;
 - v. inform them that if they join TIASA, they will be bound by this Collective Agreement;
 - vi. inform them that their name will be forwarded to TIASA, unless they expressly opt out by their first day of employment.
- b. New and existing kaimahi who fall within coverage and who are or become TIASA members will be bound by the terms and conditions of this Agreement.
- c. For the first 30 days after a new kaimahi commences employment with Te Pūkenga, and where they are not a member of TIASA, the terms and conditions of employment of kaimahi comprise the terms and conditions of this Agreement (other than any bargaining fee payable under Part 6B of the Employment Relations Act 2000) and any additional terms and conditions mutually agreed to by the kaimahi and Te Pūkenga that are no less favourable to the kaimahi than the terms and conditions in this Agreement and do not undermine it.

1.4 Variation of Agreement

- a. Te Pūkenga and TIASA acknowledge that circumstances may arise during the term of this Agreement that warrant variation of this Agreement with respect to one or more kaimahi covered by this Agreement. Accordingly, this Agreement may be varied by agreement in writing between the parties.
- b. Any variation will be set out in writing and attached to this Agreement. Variations will be ratified by a vote of TIASA members affected by the variation. A variation will be ratified when any number greater than 50% of TIASA members who are entitled to vote and who do vote, vote in favour of the variation.

1.5 Term of the Agreement

This Agreement shall come into force on 1 January 2023 and shall continue in force until 31 December 2023.

1.6 Remuneration Increase

On the Commencement Date of this Agreement (1 January 2023), members of TIASA who are covered by this Agreement shall receive the following increase to their salary/wages:

- i. For kaimahi earning less than \$75,000 pa, an increase of 5%;
- ii. For kaimahi earning greater than or equal to \$75,000 pa, an increase of 4%.

2 Ngā tikanga | Definitions

2.1 Common Terms

“Employer” means the Chief Executive of Te Pūkenga, or any manager acting on their delegated authority

“Entity” means an organisation of any type established by or transferred into Te Pūkenga

“Kaimahi” means a member of TIASA within the coverage clause of this agreement

“Subsidiaries” means those business units that were previously a subsidiary of Te Pūkenga prior to them being transferred into Te Pūkenga

“Business unit” means those parts of Te Pūkenga that were previously a subsidiary of Te Pūkenga prior to them being transferred into Te Pūkenga

“Union” means the Tertiary Institutes Allied Staff Association (TIASA)

2.2 Definitions within Schedules

The definitions within the Schedules in Part C continue to apply. Where there is difference, the definitions in Part A will take precedence.

3 Hauora me te haumarū | Wellbeing and Safety

- 3.1 Te Pūkenga is committed to ensuring that kaimahi perform their duties safely and in an environment that supports their physical and mental wellbeing and safety. Te Pūkenga recognises there is potential for kaimahi to experience situations in the performance of their duties which may create a risk to their physical or mental safety and wellbeing. This will be demonstrated by enabling kaimahi participation in the development and management of safety and wellbeing systems, procedures and policies. This is consistent with Te Pūkenga obligations under the Health and Safety at Work Act 2015 as a Person Conducting a Business or Undertaking (“PCBU”), to ensure so far as is reasonably practicable, the health and safety of kaimahi within the work environment and to ensure that kaimahi are correctly and appropriately trained in health and safety procedures and practices.
- 3.2 Te Pūkenga supports and will facilitate the election of workplace health and safety representatives (HSRs) and their access to the necessary training to enable them to carry out their duties as an elected HSR. The grouping of kaimahi into one or more workgroups for electoral purposes will be in consultation between Te Pūkenga and TIASA, to enable appropriate and effective HSR representation and access by all kaimahi to a trained HSR
- 3.3 Te Pūkenga is committed to developing and maintaining wellbeing and safety processes and practices that:
 - a. Comply with relevant legislation, including the Health and Safety at Work Act 2015, the Education and Training Act 2020, and the Employment Relations Act 2000
 - b. Align to Te Pūkenga values of manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person)
 - c. Align with Te Pūkenga charter, policies and procedures
 - d. Align with current, accepted good practice both generally and across the range of work that kaimahi perform

- e. In meeting its obligation to provide a safe and healthy work environment, Te Pūkenga will: Where there is a requirement to wear specific protective clothing, provide kaimahi with sufficient, fit-for-purpose clothing and equipment which is necessary for the nature of the work performed. In relation to this:
 - i. Te Pūkenga will provide protective clothing and equipment at its cost or will reimburse kaimahi for reasonable and pre-approved expenses
 - ii. Protective equipment and clothing provided by Te Pūkenga remain the property of Te Pūkenga and must be returned when no longer required or the employment of the kaimahi ends
 - iii. It will be replaced on a fair wear and tear basis at the cost of Te Pūkenga
 - iv. It will be laundered or cleaned at Te Pūkenga cost on a fair and reasonable basis
 - f. Monitor the risk of infection, disease or other ailments associated with particular jobs and meet the related costs such as but not limited to immunisation, where kaimahi are considered to be at a higher-than-normal risk of infection or adverse health effects arising from their work
 - g. Encourage kaimahi engagement in health and safety work practices through participation and representation processes and mechanisms. Te Pūkenga will ensure that kaimahi and TIASA have reasonable opportunities to participate in ongoing processes for the improvement of wellbeing and safety in the workplace.
- 3.4 Sick leave taken in the following circumstances will not be debited from the kaimahi's sick leave entitlement:
- a. Epidemic/Pandemic Disease – When an epidemic and/or pandemic is declared by the appropriate health authority, the sick leave of kaimahi who contract the disease or are otherwise negatively impacted by the disease (such as adverse reactions to preventative treatments such as vaccinations) will be treated as extraordinary paid leave.
 - b. Notifiable Infectious Diseases – when a kaimahi contracts an infectious disease, is exposed to an infectious disease or, has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending work onsite, leave will be treated as extraordinary paid leave.

4 Ngā take ā-Uniana | Union matters

4.1 Deduction of union fees

- a. Te Pūkenga will deduct union membership fees/subscriptions for each TIASA member covered by this Agreement.
- b. Te Pūkenga will remit these deductions to TIASA's National Office at a frequency in line with Te Pūkenga pay periods (fortnightly) and will provide a list of those kaimahi for whom deductions have been made. These arrangements are subject to any provisions separately agreed between Te Pūkenga and TIASA.
- c. Where reasonably practicable, the information provided by Te Pūkenga will provide the FTE of each kaimahi and will indicate which kaimahi are on leave without pay, parental leave and other approved forms of absence.

- d. The parties acknowledge that until such time as there is one Te Pūkenga payroll system, there may be a level of variation concerning when information is provided and the level of information able to be provided. Provided that in such case, the information supplied shall not be less than that previously supplied by any former Te Pūkenga subsidiary.

4.2 Union meetings

- a. TIASA members are entitled to at least two paid union meetings of up to 4 hours total in each calendar year, provided they attend. Wherever practicable Te Pūkenga will provide facilities for members to attend online.
- b. TIASA shall give Te Pūkenga at least 14 days' notice of the date and time of any meeting to which sub-clause (a) applies.
- c. TIASA shall make such arrangements with Te Pūkenga as may be necessary to ensure that Te Pūkenga business is maintained during any union meeting. Where there are insufficient numbers of non-union members and/or management to cover the period of the meeting, TIASA shall make such arrangements for sufficient kaimahi to remain available during the meeting to enable Te Pūkenga operation to continue.
- d. Work shall resume as soon as practicable after the meeting.
- e. TIASA shall supply Te Pūkenga with a list of kaimahi who attend, and the time that the meeting started and finished.
- f. Ratification meetings will be additional to paid meetings.
- g. Te Pūkenga and TIASA may agree additional allocations of time for paid union meetings.

4.3 Right of Access

- a. TIASA and its authorised representatives may enter the workplace to carry out union business (including purposes related to the employment of its members), provided that TIASA does so at reasonable times and in a reasonable manner.

4.4 Provision of information

- a. Te Pūkenga, when requested in writing by the Secretary of TIASA, shall, within two weeks after receipt of such a request, supply to TIASA a list of the names, addresses and designations of all kaimahi who are covered by this Agreement (but such request shall not be made to the employer at intervals shorter than six months).

4.5 Branch Chair, and Leave for TIASA business

- a. Te Pūkenga and TIASA will correspond on an annual basis to establish the quantum of, and arrangement for, leave available to elected TIASA representatives for union business. Additional leave can be requested for extraordinary matters which arise in the course of the year, and such additional leave will not be unreasonably withheld.
- b. A minimum time allowance of 0.2 will be provided each year for the TIASA Branch Chair to carry out TIASA business.

4.6 Pass On

- a. TIASA agrees that Te Pūkenga may pass on to any of its allied kaimahi employed on individual employment agreements any of the terms of employment under negotiation, or that have been negotiated, for inclusion in the proposed new collective agreement, but only if the following conditions are met:

- i. A period of at least 6 months must have elapsed between the commencement date of this new collective agreement and the date that the terms, or any of them, are offered to any kaimahi covered by an individual employment agreement. A period of six months must also be observed from the effective date for any terms agreed to come into effect after the commencement date;
- ii. In the case of any such term which provides for an increase in salary, allowances, or any other aspect of a kaimahi's remuneration, the increase must not be backdated to any date before the date on which the offer is made to the person covered by the individual employment agreement
- iii. There has been prior consultation with TIASA before any pass on is offered pursuant to clause 4.6(a)(i) to allied kaimahi members on individual employment agreements save that no such consultation shall be required in the case of new kaimahi
- b. Te Pūkenga will on request made by TIASA at any time provide sufficient details in writing to enable TIASA to verify whether there has been compliance with this Clause
- c. The parties acknowledge that any breach of clause 4.6 will prima facie be a breach of the duty of good faith in s4 of the Employment Relations Act 2000
- d. 'Terms of employment' includes any terms reached in bargaining for the new collective agreement with the exception of any term that is required by law (such as for example an employee protection provision) and 'reached' has the same meaning as in s59A of the Act
- e. Nothing in the foregoing will prevent TIASA and Te Pūkenga from agreeing that any specified provision(s) of the new collective agreement will supersede any part of this Clause
- f. The parties also acknowledge that section 62 of the Employment Relations Act 2000 requires the terms and conditions of this Collective Agreement to be offered to new kaimahi for the first 30 days of employment who are not union members.

5 Noho tapu me te Whakairo | Confidentiality and Intellectual Property

5.1 Confidentiality

- a. Kaimahi must ensure that any official or personal information as defined in the Privacy Act 2020, relating to Te Pūkenga business, kaimahi, students, or clients is not disclosed to any person or organisation except in accordance with Te Pūkenga policy or with the prior approval of Te Pūkenga.
- b. Te Pūkenga holds certain information relating to kaimahi employment and will treat it in confidence in accordance with the provisions of the Privacy Act 2020. Kaimahi are entitled to view their personal file at any reasonable time. Further information about the treatment of personal information relating to kaimahi employment is set out in Te Pūkenga policies and procedures.

5.2 Intellectual Property

- a. Anything that kaimahi make, discover, develop or improve, whether on their own or with someone else while working at Te Pūkenga in the performance of their role, remains the intellectual property of Te Pūkenga. Kaimahi may only use such intellectual property for non-work related purposes with the prior approval of Te Pūkenga.

6 Whakaōrite Whiwhinga Mahi | Equal Employment Opportunities

- a. In recognition to our commitment to Te Tiriti, equity and inclusiveness, Te Pūkenga shall engage with kaimahi on an equal employment opportunities programme.
- b. The equal employment opportunities programme shall identify and eliminate all aspects of policies, procedures and practices which may directly or indirectly lead to inequitable outcomes and do not embrace diversity, especially those concerning kaimahi appointments, pay (including gender pay), flexible working arrangements, wellbeing and safety, promotions and career development.
- c. As outlined in Part B, in relation to pay equity, during the term of this collective agreement, Te Pūkenga and TIASA are committed to forming a working party for the purpose of developing an equity framework designed to ensure that gender and ethnic pay gaps are addressed for all kaimahi. The equity framework will draw on other frameworks including *“Kia Toipoto (closing gender, Maori, Pacific and Ethnic Pay Gaps), Public Service Action Plan”* developed by the Public Service Commission.

7 Pānga taharua | Conflict of interest

Situations may arise which could place kaimahi in conflict with their commitments to Te Pūkenga. If kaimahi become aware of anything or are considering committing to something that has the potential to place them in conflict with their duties and commitments to Te Pūkenga, they must advise Te Pūkenga immediately. If there is any doubt as to whether something is a conflict, they should refer to Te Pūkenga policies and also seek guidance from their manager.

8 Ngā kaupapa-here me ngā whakahaere | Policies and Procedures

- a. Te Pūkenga may introduce and amend policies and procedures from time to time and these will apply to kaimahi covered by this Agreement, but not so as to vary the terms and conditions in this agreement or to be inconsistent with it.
- b. Where a proposed policy or procedure, or an amendment to an existing one, has the potential for impacting on working conditions for TIASA members, Te Pūkenga will consult with TIASA and affected TIASA members prior to making any decisions.

9 Te Whakatau Raruraru Mahi | Resolution of Employment Relationship Problems

9.1 Overview

The Employment Relations Act 2000 requires that all Collective Agreements contain a plain-language explanation of the services and processes available to resolve any employment relationships problems. Te Pūkenga and TIASA have agreed on the following procedure.

9.2 Employment Relationship Problems

Employment Relationship problems include:

- a. Concerns and problems relating to or arising out of your employment relationship with Te Pūkenga except matters relating to the fixing of new terms and conditions of employment.
- b. A personal grievance is defined in section 103 of the Employment relations Act 2000 and includes: a claim of unjustifiable dismissal, unjustifiable action (including workplace bullying), disadvantage, discrimination, sexual or racial harassment, ill-treatment due to family violence, or duress in relation to membership or non membership of a union or employee organization.
- c. A dispute (about the interpretation, application or operation of an employment agreement).

9.3 Resolving Employment Relationship Problems

- a. If you have a concern about your employment relationship, you should in the first instance talk to your manager either personally or with the support of TIASA as soon as possible. This should include a description of the problem and what you are wanting as an outcome.
- b. If for any reason you feel unable to raise the matter with your immediate manager, you may choose to talk to another appropriate person including your manager's manager, or someone from the People Culture and Wellbeing team.
- c. If other resolution options are unsuccessful, you may decide to raise a personal grievance. The following applies where a personal grievance is raised:
 - i. you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary
 - ii. Te Pūkenga will try to resolve the matter through discussion with you and/or TIASA
 - iii. If the problem cannot be resolved through discussion, then either you or Te Pūkenga can request assistance from the Ministry of Business, Innovation and Employment which may provide mediation services.
 - iv. If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
 - v. In certain circumstances the decision of the Employment Relations Authority may be appealed by you or Te Pūkenga to the Employment Court.
- d. You have the right to seek the support and assistance of TIASA or to seek information from the Ministry of Business Innovation and Employment at any time.

10 Moni penapena | Savings

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

Wāhanga B | Part B

Part B sets out a work programme for the parties to progress with during the term of this Collective Agreement.



11 Kaupapa Mahi me te Rōpū Mahi | Work Programme and Working Group

11.1 Overview

- a. By 1 November 2022, kaimahi from Te Pūkenga Subsidiaries transferred to Te Pūkenga on the terms and conditions as outlined in the applicable collective agreement with their Subsidiary.
- b. Once a Subsidiary was transferred to Te Pūkenga, it became known as a 'business unit' and any new kaimahi employed by Te Pūkenga into that business unit were employed on the terms and conditions of the applicable collective agreement in Part C.
- c. From the Commencement Date of this Agreement, all kaimahi will be covered by Part A of this Collective Agreement as well as the remaining terms and conditions applicable to them in Part C.

11.2 Development of remaining terms and conditions

- a. Part A of this Collective Agreement comprises a consolidation of some terms and conditions contained within the collective agreements in Part C.
- b. The Parties also consider there is opportunity for establishing new terms and conditions of employment which provide harmonised entitlements for kaimahi and which support the future direction of Te Pūkenga.
- c. The Parties commit to developing these terms and conditions in accordance with the Work Programme outlined below.
- d. Once topics within the Work Programme are completed, they will apply to all new kaimahi from the date they are incorporated into a new Collective Agreement.
- e. Existing kaimahi who elect to transfer from their current provisions of Part C to those new provisions in Part B may choose to do so at any time and will not be compulsory. Any agreement to transfer will outline which terms and conditions (including grand-parented terms and conditions) kaimahi may retain.

11.3 Working Group

- a. During the term of this collective agreement, a Working Group will be formed to progress the work programme outlined below.
- b. The Working Group will comprise of representatives from Te Pūkenga and TIASA as agreed between the parties.
- c. The Working Group will meet at least fortnightly or otherwise by agreement, and will make all reasonable efforts to complete the Work Programme prior to the expiry of this Collective Agreement.
- d. Once completed, the output of the Work Programme will form part of the terms of settlement for a new collective agreement.

11.4 Work Programme Outline

- a. The Work Programme is as follows. The description provides an indication of the topics that will be reviewed based on existing Subsidiary collective agreements. Given the variation across the Subsidiary collective agreements, the Parties may develop alternative provisions which provide entitlements for kaimahi and which support the future direction of Te Pūkenga.
- b. Additional topics may be added to the work programme by agreement.

Main Topic	Example of sections from existing Subsidiary collective agreements
Interpretation and Definitions	Definitions (and glossary of te reo terms)
Remuneration and progression	Salaries and scales (including living wage) Salary progression Salary profile Kiwisaver Minimum adult wage
Allowances and Expenses	Travelling allowance meal allowance motor vehicle allowance special allowance higher duties allowance Tea provision Removal expenses Tool allowance Translation allowance Eye protection (and computer users) Health and fitness allowance First aid allowance Cashiers Allowance Income protection insurance
Hours of Work	Hours of work Breaks Overtime and penal time Call back
Training and Professional Development	Professional development Security License and qualifications Professional associations, registration, licensing and membership
Leave	Annual Leave Public Holidays Institute holidays, non-stats between Xmas and New Year, Easter Tuesday Sick Leave Wellness days Bereavement/ Tangihanga leave Parental Leave Special Leave

Main Topic	Example of sections from existing Subsidiary collective agreements
Leave	Domestic Violence leave Long Service Leave Jury service Retiring leave Resigning leave Holidays falling during leave or time off
Health and safety	Protective/waterproof clothing Laundering of protective clothing Safety footwear
Ending employment	Notice of resignation/termination of employment Abandonment of employment Medical incapacity Compassionate grant Disciplinary process
Organisational Change	Surplus staffing Employee protection
Grand-parented provisions	Existing provisions

11.5 Pay Equity Working Party

- a. As outlined in this Collective Agreement, in relation to pay equity, during the term of this collective agreement, Te Pūkenga and TIASA are committed to forming a working party for the purpose of developing an equity framework designed to ensure that gender and ethnic pay gaps are addressed for all kaimahi. The equity framework will draw on other frameworks including “*Kia Toipoto (closing gender, Maori, Pacific and Ethnic Pay Gaps), Public Service Action Plan*” developed by the Public Service Commission)
- b. The Working Party will comprise of representatives from TIASA and Te Pūkenga. Te Pūkenga and TIASA may also agree to invite other parties to be included in the Working Party.
- c. The Working Group will determine its meeting regularity so as to complete the work within the term of this Agreement.
- d. Without limiting its scope, the Working Party will address the following:
 - i. The development of objectives, principles and outcomes of the Working Party
 - ii. The development or adoption of an equity framework to ensure that gender and ethnic pay gaps are addressed for all allied kaimahi, including in the areas of remuneration, recognition and reward
 - iii. The development or adoption of a joint job sizing and job evaluation process for allied kaimahi positions which exemplifies best practice
 - iv. The development of a project plan and timeframe to ensure this work is completed within the term of this Agreement.

Wāhanga C | Part C

Part C sets out the Schedules applicable to each business group based on the prior Subsidiary collective agreements.

The Schedules have been amended to indicate those clauses now contained in Part A of this Collective Agreement.



12 Kirimana Tōpū e hāngai ana | Applicable Subsidiary Collective Agreements

12.1 Collective Agreements

The applicable collective agreements are those agreements that were in place within each Te Pūkenga subsidiary at the date of transfer into Te Pūkenga and are as follows:

Te Pūkenga Subsidiary	Collective Agreement	Schedule
Ara Institute of Canterbury (Ara)	Allied Staff Collective employment agreement, 1 July 2022 – 31 December 2022	A
Eastern Institute of Technology (EIT)	Allied Staff Collective employment agreement, 1 February 2021 – 31 December 2022	B
Manukau Institute of Technology (MIT)	TIASA Staff Collective employment agreement (Allied, security officers, cleaners, catering) 1 April 2022 – 31 December 2022	C
Nelson Marlborough Institute of Technology (NMIT)	Allied Staff Collective employment agreement, 2 May 2021 – 31 December 2022	D
Northland Polytechnic Ltd (North Tec)	Allied Staff Collective employment agreement, 1 April 2022 – 31 December 2022	E
Open Polytechnic	Allied Staff TIASA Collective agreement, 1 January 2022 – 31 December 2022	F
Otago Polytechnic	Otago Polytechnic TIASA General staff Collective Employment Agreement, 1 May 2021 – 31 December 2022	G
Southern Institute of Technology (SIT)	Allied staff Collective agreement, 1 July 2021 – 31 December 2022	H
Toi Ohomai Institute of Technology	Allied staff members' Collective employment agreement, 1 November 2022 – 31 December 2022	I
Tai Poutini Polytechnic Limited (TPP)	Allied staff Collective employment agreement, 1 April 2021 – 31 December 2022	J
Unitec New Zealand Limited (Unitec)	Allied staff Collective employment agreement, 16 June 2021 – 31 December 2022	K
Wellington Institute of Technology Ltd (Weltec)	Allied staff Collective employment agreement, 1 January 2021 – 31 December 2022	L
Whitireia Community Polytechnic Ltd (Whitireia)	Allied staff Collective employment agreement, 1 January 2021 – 31 December 2022	M
Waikato Institute of Technology (Wintec)	Allied staff Collective employment agreement, 5 August 2021 – 31 December 2022	N
Western Institute of Technology at Taranaki (WITT)	Allied staff Collective employment agreement, 1 October 2021 – 31 December 2022	O
Universal College of Learning (UCOL)	Where existing or new kaimahi are employed into the business unit previously known as UCOL, they will be covered by Schedule P	P

12.2 Amendments to Subsidiary Collective Agreements

- a. Where a provision in a Schedule has been crossed out or removed, that particular provision has been replaced by the applicable provision in Part A of this Agreement.

13 Te whakamahi i ngā Kōrero Āpiti | Application of Schedules

13.1 Kaimahi who are employed by Te Pūkenga from the commencement date of this Agreement

- a. Kaimahi are covered by the Schedule that most closely aligns to the business unit they are primarily employed to work for.
- b. Where existing or new kaimahi are employed into the business unit previously known as UCOL, they will be covered by Schedule P (Terms and Conditions for new kaimahi appointed to the business unit previously known as UCOL). This Schedule is to be read alongside Schedule O (Western Institute of Technology at Taranaki) and is intended to serve as a temporary solution to address the absence of a TIASA collective agreement within the UCOL business unit. Once a new Collective Agreement has been agreed to which covers all kaimahi, Schedule P will no longer be offered to new kaimahi and existing kaimahi covered by Schedule P will automatically transition onto the new provisions of the Collective Agreement.
- c. Where kaimahi are employed to work equally across multiple business units, they will be offered the schedule that mostly closely aligns to their place of residence.
- d. Where there is any doubt about application, Te Pūkenga and TIASA will agree in good faith on which Schedule applies.

13.2 Kaimahi who change roles or locations

- a. In relation to kaimahi who transfer between roles or locations, as part of implementation of this Collective Agreement, the Parties will discuss and agree whether such kaimahi will continue to be covered by the business unit that applied to them prior to the transfer, or will be covered by the terms and conditions of the business unit they are transferring to.
- b. If a kaimahi transfers to a role that is not included in the Schedule's coverage clause then Te Pūkenga and TIASA will agree in good faith on which other Schedule would apply, or whether an individual employment agreement is required as may be the case.

13.3 Kaimahi appointed to national or regional roles


- a. Any kaimahi who are offered a national or regional role will be offered the schedule which most closely aligns to their place of residence.

13.4 Kaimahi who are employed directly by Te Pūkenga following completion of the Work Programme in Part B and subsequent ratification

- a. Once the Work Programme in Part B is completed and a new Collective Agreement is entered into, any new Kaimahi from the date of the new Collective Agreement will not be covered by any of the Schedules. Instead, they will be covered by Parts A and B of this Agreement.

14 Hunga waitohu | Signatories

This agreement was signed by the parties as follows:

For and on behalf of Te Pūkenga	
	28.11.2022
_____ Acting Chief Executive	_____ Date

For and on behalf of Tertiary Institutes Allied Staff Association	
_____	_____
Chief Executive	Date

