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**CHRISTCHURCH POLYTECHNIC  
INSTITUTE OF TECHNOLOGY**

**CUSTODIANS**

**COLLECTIVE EMPLOYMENT AGREEMENT**

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Effective from: 21 March 2007  
Expires: 20 March 2009



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*Clause No.*                      *Title*

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## **FIRST SCHEDULE**

### **1. COVERAGE CLAUSE**

#### **1.1 Parties**

This Collective Employment Agreement shall only bind and be enforceable by:  
Christchurch Polytechnic Institute of Technology  
Service and Food Workers' Union Nga Ringa Tota Incorporated

#### **1.2 Coverage**

This agreement shall cover:-

personnel employed by Christchurch Polytechnic Institute of Technology as custodians, assistant custodians, fleet administrators, car park attendants, parking co-ordinators, and security officers who are also members of the Service and Food Workers' Union Nga Ringa Tota Incorporated.

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

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

#### **1.3 Pass On**

- (a) The Parties acknowledge both the provisions and intent of S59 of the Employment Relations Amendment Act (No2) 2004, and agree that no pass on of terms and/or conditions to other staff, will occur prior to 21 September 2005.
- (b) Any pass on that does occur, cannot take effect prior to 21 September 2005.
- (c) This provision is only for the term of the Collective Agreement.

### **2. TERM OF AGREEMENT**

All provisions contained in this Agreement shall be deemed to take effect on 21 March 2007, and shall continue in force until 20 March 2009.

### 3. REMUNERATION

	Weekly		Hourly		Annual	
	21/03/2007	23/03/2008	21/03/2007	21/03/2008	21/03/2007	21/03/2008
<b>Supervisor – Custodial and Security Services</b>						
A1	808.73	832.99	20.21	20.82		
A2	833.46	858.46	20.83	21.46		
A3	858.17	883.91	21.44	22.09		
Merit	918.22	945.77	22.95	23.64	47879	49315
Performance range up to	1000.87	1030.89	25.02	25.77	52188	53754
<b>Sole Custodian</b>						
B1	643.36	662.66	16.08	16.56		
B2	671.86	692.01	16.79	17.30		
B3	698.63	719.59	17.46	17.98		
Merit	750.85	773.38	18.77	19.33	39151	40326
Performance range up to	818.43	842.98	20.46	21.07	42675	43955
<b>Custodian</b>						
C1	631.64	650.59	15.79	16.26		
C2	643.36	662.66	16.08	16.56		
C3	671.86	692.01	16.79	17.30		
Merit	724.08	745.80	18.10	18.64	37755	38888
Performance range up to	789.25	812.93	19.73	20.32	41154	42388

#### 3.1 Progression Criteria

Progression between steps one (1) to three (3) will be confirmed after completion of one year, provided the job-holder has a thorough grounding in all aspects of the position as outlined in the job description, is performing competently and has maintained standards.

#### 3.2 Merit Progression

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

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

### **3.3 Performance Recognition**

- (a) An allocation of 1% of the annual Custodial salary budget will be prescribed by the Collective Agreement for performance recognition. All other salary movement will be accounted for from routine budgeting.
- (b) The Performance Range will recognise sustained excellent performance and achievements. There are no predetermined amounts payable within this range. A minimum of \$500.00 will be available as either an addition to base salary or a one-off payment to the Employee.
- (c) One year on the merit step must be completed before an Employee becomes eligible to apply for performance recognition.
- (d) The criteria and process for performance recognition will be outlined in guidelines developed by CPIT in consultation with SWFU.

## **4. SERVICE PAYMENTS (PER WEEK)**

A service payment increasing the foregoing rates by \$6.00 per week on completion of three years' continuous employment shall be paid. On completion of five years' continuous employment, this rate shall be increased to \$10.40 per week. Hourly employees will be entitled to this payment on a pro rata basis according to hours worked.

## **5. DEFINITIONS**

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

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

**Supervisor – Custodial and Security Services** means the person employed to perform Custodian duties and supervise others undertaking Custodian duties.

**Union** means Service and Food Workers' Union.

**Institute** means the Christchurch Polytechnic Institute of Technology.

**Employer** means the Chief Executive Officer.

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

**Previous Service:**

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

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

**Sick Leave** – the employee must have had at least six months' previous continuous service. Any sick leave taken during previous employment periods is to be debited against current entitlements.

**Long Service Leave** – the employee must have had at least six month's previous continuous service. Any break between each period of credited employment cannot exceed 3 months. Any long service leave taken during previous employment periods is to be debited against current entitlements.

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

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

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

## 6. HOURS OF WORK

- (a) Forty hours shall constitute a week's work to be worked on five days of the week, Monday to Sunday inclusive. Not more than eight hours shall be worked in any one day without payment of overtime. Should an employee be required to work on the sixth or seventh day in any one week, he/she shall be paid as specified in sub-clause (a) of Clause 12 of this Agreement.
- (b) As far as possible, the hours of work for employees shall be continuous from the time of starting work save for the interval of meals which shall be required to work for more than four and a half hours without a meal.
- (c) Where a custodian is residing on the premises where he/she is employed, the time during which he/she is engaged on actual work coming within the scope of his/her duties as custodian in connection with the building shall be considered as working time.

- (d) When an employee is called back to work after having completed his/her work and left the place of employment, he/she shall be paid a minimum of two hours.
- (e) Employees shall be granted a rest period of 10 minutes in each period of four hours worked.

## **7. ALLOWANCES**

- (a) Where an employee completes nine and a half hours or more on any one day, the employer shall provide him/her with a suitable meal, or in lieu thereof, pay him/her the sum of \$10.00 meal money.
- (b) Employees who perform unusually dirty work in out of the ordinary circumstances such as vomit or excreta outside of toilet bowls, excess dust and dirt from demolition on site being cleaned, flood damage, sewage overflow, human remains and animal offal, shall be paid \$4.00 per day or part thereof whilst so employed and shall be provided with overalls and gloves and masks where necessary.
- (c) Where practicable, tea, sugar and milk shall be supplied at all meal intervals and rest periods.
- (d) Employees regularly employed whose work is substantially performed between the hours of 8.00 p.m. and 6.00 a.m. shall be paid \$3.58 a night extra. For the purpose of this clause “substantially” shall mean more than 50 percent.
- (e) If an employer provides an employee with living quarters the rent to be deducted shall be negotiated between the employee’s representative and the Institute.

## **8. HIGHER DUTIES**

Any employee required to perform work for which a higher rate is prescribed, shall be paid the higher rate for the period of such work.

## **9. SPECIAL RESPONSIBILITY ALLOWANCE**

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

## **10. CALLBACK**

When a Custodian is called back to work after having completed work and left the place of employment, he/she shall be paid a minimum of two hours.

Provided that this clause shall not apply to residential custodians unless the callback results from an emergency.

## **11. PROFESSIONAL DEVELOPMENT TIME**

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

- (a) The submission by the staff member of proposed activities which accounts for the time or its equivalent by 31 March each year.
- (b) The content and time of Professional Development must be agreed to by a Senior Manager.
- (c) The five (5) days include any Institute required designated training days.
- (d) Professional Development must give priority to any identified skill or performance development relating to the staff member's position.
- (e) Professional Development time may not be carried forward into another year.

## **12. OVERTIME**

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

## **13. HOLIDAYS**

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

New Years Day  
2 January (or a day in lieu thereof)  
Waitangi Day  
Good Friday  
Easter Monday  
Easter Tuesday (or another day in lieu thereof)  
Anzac Day  
The Birthday of the reigning Sovereign  
Labour Day  
Christmas Day  
Boxing Day  
The day after Boxing Day

- (b) The non-statutory days between Christmas and New Years Day shall be observed as paid Institute days, not counted against Annual Leave.

- (c) All time worked on holidays shall be paid for at double time rates in addition to the ordinary rates.
- (d) Should any of the holidays mentioned in sub-clause (a) of this clause, except Waitangi Day or Anzac Day, fall on a Saturday or Sunday, such holiday shall be observed on the next succeeding working day.

#### 14. ANNUAL LEAVE

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

weeks, an employee entitled under the percentage payment of an amount equal to 8/10 per cent of the employee's gross taxable earnings for the period of his/her employment.

## **15. SHIFT HOLIDAYS**

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

## **16. SPECIAL HOLIDAYS FOR LONG SERVICE**

- (a) An employee shall be entitled to special holidays as follows:
  - i. One special holiday of two weeks after the completion of 15 years' continuous service and before the completion of 25 years of continuous service with the same employer.
  - ii. One special holiday of three weeks after the completion of 25 years and before the completion of 25 years of continuous service with the same employers.
  - iii. One special holiday of five weeks after the completion of 35 years' continuous service with the same employer.
- (b) Should any employee have completed 25 years of continuous service with the same employer prior to 21 March 2001, he/she shall not be entitled to the special holiday provided in paragraph (i) of sub-clause (a) of this clause. Should an employee have completed 35 years of continuous service with the same employer prior to 21 March 2001, he/she shall not be entitled to the special holiday provided in paragraphs (i) or (ii) of sub-clause (a) of this clause.
- (c) All such special holidays provided for in sub-clause (a) of this clause shall be on ordinary pay as defined by the Holidays Act 1981, and may be taken in one or more periods and at such time or times as may be agreed by the employer and the employee.
- (d) If the employee, having become entitled to a special holiday, leaves his/her employment before such holiday has been taken, he/she shall be paid in lieu thereof.

## **17. SAFETY AND PROTECTIVE CLOTHING PROVISIONS**

- (a) No cleaner shall be required to undertake the cleaning of toilets when they are in use.

- (b) Safety devices shall be provided for employees required to work more than 3 metres from the ground, floor or verandah. The employer shall insist upon safety devices being used for all work performed more than 3 meters from the ground, floor or verandah. Should an employee fail to utilise the safety devices as provided, it shall be deemed to constitute “good cause” as in the meaning of the termination clause in the Second Schedule.
- (c) When the employee is engaged in any work which might involve a hazard to the health or safety of the employee, the employer shall provide clothing or equipment appropriate for the protection of the employee from such hazard. Should an employee fail to utilise the safety devices so provided, it shall be deemed to constitute “good cause” as in the meaning of the termination of the Second Schedule to this Agreement.
- (d) Employees employed in cleaning toilets or who need protection to their hands for medical reasons shall be supplied with rubber gloves.
- (e) The employer shall have the right to deduct from the wages and other monies due to the employee at the date of termination of employment, the reasonable cost, after allowing for fair wear and tear of any articles of clothing supplied by the employer and not returned by the employee.
- (f) The employer shall supply gumboots if employees are required to wear them in the course of their employment, and raincoats shall be made available where required. Where gumboots are issued to an employee the employer shall ensure that they are in a clean and hygienic condition.
- (g) Raincoats and leggings shall be made available where these are required by employees in the course of their employment.
- (h) All electric polishing and scrubbing machines and vacuum cleaners with their leads shall be checked by a registered electrician or a registered electrical appliance service person at intervals not exceeding three months.
- (i) Transformers shall be supplied at all times where an employee is required to do wet machine scrubbing or wet machine suction drying. This does not include such operations as carpet shampooing and spray buffing.
- (j) Overalls shall be made available specifically where these are required for employees to attend to the operations of boilers.
- (k) Employees operating or working near noisy motorised equipment shall be provided with effective ear protection.

## **18. SICK LEAVE**

- (a) An employee who is granted an application of leave of absence on account of sickness or injury shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the calculation below. The actual period of sick leave entitlement at any time shall be the maximum amount as calculated below, less the total amount of sick leave with pay that the employee has taken during his/her service.

- (b) Every employee shall receive an entitlement of ten (10) days after six months of continuous service. The employee's entitlement shall be increased by ten (10) days every 12 months of continuous employment. Sick leave may be accumulated to a maximum of 160 days.
- (c) The employer may require a claim for sick leave for three or more days to be supported by a medical certificate.
- (d) It shall be obligatory on the employee to ensure notice is given to the employer on the first day of absence due to illness.
- (e) Sick leave shall not be paid in respect of any statutory or other holiday covered by this Agreement for which the employee is entitled to full pay.
- (f) A part-time employee shall be entitled to sick pay at the rate of the ordinary pay he/she would have received had he/she worked on the day he/she was absent due to illness. The provisions set out in sub-clauses (a), (b), (c) and (d) above shall also apply to part-time employees.

## **19. BEREAVEMENT LEAVE**

- (a) An employee shall, subject to satisfactory proof being produced, be allowed bereavement leave of up to three days on ordinary pay on the death of an employee's parent, spouse, child, brother, sister, parent-in-law, grandparent or grandchildren.
- (b) An employer may in addition to the above entitlement, approve leave for any of his/her employees to discharge any obligation and/or to pay respects to a deceased person with whom the employee has had a close association.
- (c) Such obligations may exist because of blood or family, or because of a particular cultural and/or religious requirement that the employee seeks to be involved in for the whole part of the ceremonies to be undertaken.
- (d) The length of time off and the payment or non-payment for the time off shall be at the discretion of the employer.

## **20. DOMESTIC LEAVE**

- (a) Where a employee has an unused sick leave entitlement, on production of a medical certificate, leave on ordinary pay of up to five working days in any one year may be granted to a employee who finds it essential to remain at home in an emergency in the event of a spouse's illness or their child's illness, or to a solo parent who finds it essential to stay at home in an emergency in the event of illness of a child under 16 years of age. Such leave is to be treated as though it were due to the employee's own sickness and set off against the employee's own sick leave entitlement.
- (b) The conditions of this clause shall apply on a pro rata basis to a part-time employee.

## 21. RETIRING LEAVE

- (a) Retiring leave may be granted to full-time employees on:
  - (i) completion of 40 years' services, or
  - (ii) completion of 10 or more years' service and the employee is within five (5) years of reaching the age of eligibility for National Superannuation.
- (b) The entitlement in working days ranges from 22 days after 10 years' eligible service to 131 days after 40 years' service.
- (c) An employee who is entitled to retiring leave in accordance with sub-clause (a) of this clause, may elect to receive a lump sum gratuity or equivalent in lieu of retiring leave.
- (d) The conditions of this clause shall apply on a pro rata basis to part-time employees.

### TABLE A

Entitlement (in working days)  
With service of Years and Months Specified

	MONTHS	0	2	4	6	8	10
YEARS							
10		22	23	24	24	25	26
11		26	27	28	29	29	30
12		31	31	32	33	34	34
13		35	36	36	37	38	39
14		39	40	41	41	42	43
15		44	44	45	46	46	47
16		48	49	49	50	51	51
17		52	53	54	54	55	56
18		56	57	58	59	59	60
19		61	61	62	63	64	64
20		65					

## TABLE B

Entitlement (in working days)  
With service of Years and Months Specified

MONTHS	0	2	4	6	8	10
YEARS						
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	130					

The maximum entitlement is as for 40 years' service. Service in excess of 40 years does not attract a greater retiring leave entitlement.

## 22. PARENTAL LEAVE

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

## 23. JURY SERVICE

Paid leave shall be granted to an employee required to perform jury service subject to the employee paying to the employer all his/her service remuneration. Provided that the employee returns to work immediately on any day he/she is not actually serving on a jury.

## 24. SECURITY OF EMPLOYMENT

- (a) The regular working period within the ordinary hours of work shall be set by the Institute. The said period shall be fixed as such for the duration of each year.

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

## **25. EMPLOYEE PROTECTION/TRANSFER OF UNDERTAKINGS/MERGERS**

- (a) Introduction: the following provisions of this clause apply when CPIT's business is to be restructured and the work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.
- (b) Definitions: for the purposes of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004.
- (c) Consultation with the union: the employer agrees to consult with the union that is party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practical.
- (d) When consulting with the union, the employer will:
  - (i) Provide the union with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer;
  - (ii) Discuss with the union the notification of all affected employees who are covered by this Agreement and supply to the union a list of employees who are affected by the proposed restructuring;
  - (iii) Give the union reasonable time in which to meet and consult with its members and for the affected employees and their union to consider the proposal and its implications, and to make comments and suggestions about it;
  - (iv) Respond to the submissions (written and/or verbal) of the union and affected employees.
- (e) Implications for redundancy compensation of election to transfer: those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy

compensation from the employer because of the transfer. All employees have the right to transfer or not to transfer to the new employer. Where the employee's employment is being terminated by the employer by reason of the sale, merger, transfer, contracting out or outsourcing of all or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if the employee has received an offer of employment in the same capacity or similar in which the employee was employed, on no less favourable terms and conditions of employment and treating the employee's service as continuous or in a capacity that the employee is willing to accept.

- (f) Options: Where the new employer makes no offer in accordance with the criteria above (ie on the same terms and conditions, with the same duties and with recognition of continuous service), the options set out in the Redundancy clause of this Agreement shall apply.

## **26. REDUNDANCY**

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

- has terms and conditions that are no less favourable providing the employment being offered is available to be taken up by the employee prior to or at the conclusion of the notice of termination period.

- (g) If the offer of employment referred to in clause 25 (f) is not a reasonable offer by reason only that it is not available to be taken up by the employee(s) before or at the conclusion of the notice period, the employer may extend the notice period until such time as the position is available to be taken up by the employee(s); and under these circumstances the offer shall be deemed to be reasonable.
- (h) Where reasonable offer of employment is not made before the expiry of the notice of termination period the employee(s) will be entitled to redundancy pay calculated as follows:
  - (i) 16 percent of salary, or the appropriate portion of this amount, for the preceding 12 months will be payable in lieu of any notice not worked regardless of length of service; and
  - (ii) 12 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;
  - (v) All holiday pay and wages owing.

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

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

## SECOND SCHEDULE

### 1. PAYMENT OF WAGES

- (a) Wages shall be paid fortnightly. Wages shall be paid to each employee during working hours at the place of work within four days of completing the weeks work and not later than Thursday. If a holiday falls on a Friday, wages shall be paid not later than Wednesday in that week.
- (b) No deduction shall be made from the fortnightly wages, except for union dues, and time lost through the employee's sickness (other than provided in the sick leave clauses) default or accident not arising out of or in the course of employment.
- (c) Notwithstanding any provisions contained in this Agreement, an employer may pay the amount wages due to any employee to the nearest dollar about the precise calculation: provided that the difference between the precise calculation and the nearest dollar payment above that calculation is carried forward as a deduction into the following pay calculation. Employees shall be supplied in writing with details of the manner in which their wages have been calculated.
- (d) Employees shall be provided with full details of their earnings on an approved pay advice form, showing hourly or weekly rate, wages, overtime, allowances and all deductions from the employee's wages.
- (e) Where requested by the employee, wages shall be paid direct to the employee's bank account.

### 2. GENERAL CONDITIONS

- (a) An employee may not delegate any or any part of his/her work without the approval of a representative of the employer.
- (b) The employer shall provide facilities for the storing of implements and materials, and facilities for the employees to change his/her clothes while he/she remains in his/her present position of employment.
- (c) Employers shall provide all implements and materials including mops and wringer buckets, where necessary, for the purpose of carrying out the work covered by this Agreement.
- (d) Where practicable, hot water shall be supplied at all times where scrubbing is to be done.
- (e) Nothing in this Agreement shall be construed as prohibiting employees from doing relieving duty of not more than two hours per day at other than their usual occupation without alternation in their usual weekly wages: provided that not more than the weekly hours fixed in clause 6 of this Agreement are worked.

### **3. TERMINATION OF EMPLOYMENT**

- (a) In the case of employees engaged on a fortnightly basis, two weeks' notice of termination of employment shall be given on either side: but this shall not prevent the summary termination of employment for misconduct. Where the employment is terminated with the requisite notice, or without good cause, one week's wages shall be paid or forfeited, as the case may require. Where practicable all wages shall be paid immediately on termination of employment subject to the return to the employer of all keys.
- (b) In the case of employees engaged on an hourly basis, the period of notice to be given by either party shall be twice the number of average hours worked in a 24 hour period of the previous week, but not exceeding eight hour working period: but this shall not prevent the summary termination of employment for misconduct. Where appropriate notice is not given the appropriate wages shall be paid or forfeited as the case may require.
- (c) Where the above notice is given, and subject in all cases to the prior return of keys, clothing, equipment etc., then the employee shall either be paid on the completion of his/her duties, or the employer shall within 36 hours of the completion of the employee's duties, post a remittance or cheque for the net amount due to the employee. If the employer fails to comply with the provision, he/she shall be liable to a penalty of 15 per cent of the net amount due, such penalty to be paid to the employee subject to the return to the employer of all keys, clothing, equipment etc.

### **4. ABANDONMENT OF EMPLOYMENT**

Where an employee absents himself from work for a continuous period exceeding five days without the consent of the employer, or without good cause or without notification to the employer, he/she shall be deemed to have terminated his/her employment.

### **5. UNION FEE DEDUCTIONS**

The employer shall deduct union fees from the wages of members of the Service and Food Workers Union who are bound by this agreement each pay period. This also includes periods of time off work on paid leave.

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

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

## **6. NOTIFICATIONS**

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

## **7. WAGES AND TIME RECORD**

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

## **8. RIGHT OF ENTRY UPON PREMISES**

An authorised representative of the union shall be entitled to enter at all reasonable times upon the premises and there, interview any employees, but not so as to interfere unreasonably with the Institute's business.

## **9. VARIATION**

The parties to this collective employment Agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.

## **10. PERSONAL GRIEVANCE AND DISPUTES PROCEDURES**

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

## **11. STOP-WORK MEETINGS**

The Union may hold up to two stop-work meetings per year of employees employed under this Agreement, such meetings to be of no longer duration than two hours; provided that such meetings shall be arranged at a place, on a day and at a time as agreed to between the union and the employer: provided that the union shall give at least two weeks' notice of its intention to hold such a meeting.

Employers shall be entitled to make a rateable deduction from weekly wages for all time lost in attending stop-work meetings, provided however that if absence from work for the purpose of attending the meetings specified in this clause is confined to two hours or less, all employees who attend shall not suffer loss of ordinary time wages, provided also that satisfactory arrangements for the maintenance of continuous processes are made.

## **12. SAVINGS CLAUSE**

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

## **13. DELEGATE RIGHTS**

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

## **14. PAID EDUCATION LEAVE**

The employer will release employees bound by this collective agreement on paid education leave, as provided in the Employment Relations Act 2000.

This Agreement was signed by the parties as follows:

Dated:

For and on behalf of  
**Christchurch Polytechnic Institute of Technology**

Dated:

For and on behalf of the  
**Service & Food Workers' Union Nga Ringa Tota**