

**COLLECTIVE
AGREEMENT**
between
**UNITE UNION &
NZALPA**

2017 - 2020



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COLLECTIVE AGREEMENT

BETWEEN THE NEW ZEALAND AIR LINE PILOTS' ASSOCIATION
INDUSTRIAL UNION OF WORKERS (INCORPORATED)
("NZALPA" or "the Employer"), Employer

AND UNITE INCORPORATED ("Unite" or "the Union"),
Union

PREAMBLE

NZALPA and Unite are committed to an employment relationship which promotes and nurtures an environment of collaborative decision making, utilising the collective skills and attributes of all parties to that relationship (i.e. the Employer, Union and employees), in which the following principles are upheld:

- Diversity of view is an inherent strength;
- Integrity, mutual support and sharing of knowledge is an essential element of how we work;
- Respect and consideration of others is critical;
- Delivering the best results for the membership of NZALPA is a prime focus;
- NZALPA consistently strives to be a best practice employer.

1. COVERAGE

- 1.1 This Collective Agreement ("Agreement") shall cover all employees of NZALPA who are, or become, members of Unite, but shall not cover the General Manager and the Finance Manager.
- 1.2 The Employer shall advise any prospective employee whose work comes within the coverage of this Agreement that the Agreement exists, that the employee may join the Union and, if they do so, they will be bound by this Agreement.
- 1.3 For any new employee who is not a member of Unite, for the first thirty days of their employment the employee's terms and conditions of employment shall comprise:
- 1.3.1 the terms and conditions in this Agreement that would bind the employee if he or she was a member of Unite; and
- 1.3.2 any additional terms and conditions mutually agreed between the employee and the employer that are not inconsistent with the terms and conditions in this Agreement.



2. DEFINITIONS

Except where inconsistent with the specific definitions in this Agreement, terms defined in the Employment Relations Act 2000 shall have the same meaning in this Agreement.

- 2.1 “Administration Role” means a position which principally is to carry out a clerical function.
- 2.2 “Internal Political Activity” means engaging in activity which confers any preference, directly or indirectly, on a member or group of members of NZALPA to the disadvantage of another member or group of members of NZALPA, and includes (but is not limited to) lobbying to have a member of NZALPA appointed to or removed from an elected position.
- 2.3 “Finance/Accounts Role” means a position which principally is to carry out an accounts and finance support role, and does not include the position of Finance Manager.
- 2.4 “Finance Manager” means a practising Chartered Accountant responsible for NZALPA’s financial reporting and assisting the General Manager in the oversight and co-ordination of NZALPA’s accounting operations and financial affairs.
- 2.5 “Legal Staff” means those employees who principally carry out legal advocacy and/or industrial negotiation duties.
- 2.6 “Legal Support” means the positions of Legal Secretary and Legal Researcher, and is classified as an Administrative Role.
- 2.7 “NZALPA Rules” means the rules of NZALPA as registered pursuant to the Incorporated Societies Act 1908.
- 2.8 “Ordinary Hourly Salary” means an employee’s annual salary divided by 52 weeks and then divided by 37.5 (i.e. annual salary/52 weeks/37.5 hours).
- 2.9 “Principal Officer” means the President, Vice-President, Industrial Director, ATC Director, Technical Director, IFALPA Director and the Medical and Welfare Director of NZALPA.
- 2.10 “Week” means five consecutive working days starting on a Monday and ending on a Friday.

3. ADDITIONAL TERMS AND CONDITIONS OF EMPLOYMENT

- 3.1 The terms and conditions of employment of employees bound by this Agreement shall include the terms and conditions contained in this Agreement, in addition to any additional terms and conditions that are:

3.1.1 mutually agreed to by the employee and the Employer, whether on or after the date on which the employee became bound by this Agreement; and

3.1.2 not inconsistent with the terms and conditions in this Agreement.

3.2 No employee covered by this Agreement shall incur a reduction in their salary by virtue of the making of this Agreement.

4. TERM OF AGREEMENT

This Agreement shall come into force on 1 Sept 2017 and shall expire on 31 March 2020.

5. VARIATION

This Agreement and any or all of its provisions may be varied at any time during its terms by formal written agreement between the Union, subject to its ratification procedures agreed to by them for the ratification of this Agreement, and the Employer and signed by a representative of each organisation having the authority to sign contractual matters on behalf of their organisation.

6. POSITION

6.1 Each employee shall be employed in the position detailed in his or her individual Position Description.

6.2 The normal place of work shall currently be ALPA House, 3 Airpark Drive, Mangere, Auckland. The Employer commits that for the term of this Agreement, the NZALPA office shall remain located in the immediate locale of Auckland International Airport.

6.3 Should the Employer consider relocating the NZALPA office, the Union shall be immediately informed and consultation shall occur.

7. DUTIES AND RESPONSIBILITIES

7.1 The employee shall perform the normal duties as described in the employee's individual Job Description, and such other duties as from time to time are reasonably found necessary by the Employer.

8. HOURS OF WORK

8.1 Subject to 8.2 and unless otherwise agreed by the employee and the Employer:



- 8.1.1 The ordinary hours of work of full-time employees occupying an Administration or Finance/Accounts Role shall be 7.5 hours per day (37.5 hours per week) from 8.30am to 5.00pm, Monday to Friday; and
- 8.1.2 The ordinary hours of work of all other full-time employees shall be 7.5 hours per day (37.5 hours per week) between the hours of 8.30am and 5.30pm, Monday to Friday.
- 8.2 The nature of the Employer's functions means that from time to time it may be reasonably necessary for the employee to work outside or more than their ordinary hours of work (including weekends) to ensure that work is completed in an efficient and timely manner. Travelling, and some nights away from Auckland, may be required.
- 8.2.1 Unless otherwise agreed between the employee and the Employer, all hours worked in excess of 37.5 hours per week by a full-time employee occupying an Administration or Finance/Accounts Role shall be paid at the rate of the employee's Ordinary Hourly Salary, except where otherwise required by law.
- 8.2.2 Full-time employees who occupy other than an Administration or Finance/Accounts Role shall be entitled to time off in lieu when they work hours in addition to their ordinary hours of work, subject to the following:
- 8.2.2.1 Time off in lieu shall accrue where work in excess of ten hours per day is conducted, in which case time off in lieu shall be credited for all worked hours in excess of eight, and where work is conducted during weekends.
- 8.2.2.2 Time in lieu must be taken within two months of the employee qualifying for it, and must be taken in blocks of at least two hours' duration. If the employee does not take the time in lieu within the qualifying period, the accumulated time will be forfeited. However, if the Employer is not able to approve the taking of the time in lieu within the qualifying period, it will be paid for at the rate of the employee's Ordinary Hourly Salary, except where otherwise required by law.
- 8.2.3 When the employee knows in advance that there may be a necessity to work additional hour(s), he/she is required to gain prior approval from the General Manager to conduct any additional work hour(s). A failure to gain such prior approval will result in no payment/time in lieu accruing for any additional hour(s) worked.
- 8.2.4 Notwithstanding 8.2.3, in exceptional circumstances the approval of the General Manager will not be required prior to conducting additional hours of work, when:
- (a) the necessity to work additional hours is not known in advance; and
 - (b) the necessity to work additional hours is unavoidable; and
 - (c) it is not possible for the employee to gain approval from the General Manager prior to conducting the additional hours of work.

In such circumstance the employee may conduct the additional hours of work, but must notify the General Manager immediately thereafter.

- 8.2.5 The employee shall keep a record of all additional hours of work in accordance with the procedure prescribed in the NZALPA Staff Policies Manual.
- 8.2.6 No employee may work more than 20 hours in addition to their ordinary hours in any week.

9. PART TIME EMPLOYEES

- 9.1 The ordinary hours of work of a part-time employee shall be as agreed between the employee and the Employer and recorded in writing. Where the employee is required by the Employer to work in excess of their ordinary hours, he or she shall be paid for the additional hours at the rate of the employee's Ordinary Hourly Salary.
- 9.2 All entitlements which apply to full-time employees shall apply pro rata to part-time employees, except that reimbursing allowances and expenses will be paid at the full rate.
- 9.3 Salaries, and any allowances in the nature of salary, shall be paid to part-time employees pro rata according the following formula:

$$\frac{\text{Hours worked per week} \times 100}{37.5 \text{ hours}} = \% \text{ of full-time salary payable for the position}$$

- 9.4 Any full-time employee covered by this Agreement may, with the agreement of the Employer, become a part-time employee, either permanently or for a temporary, specified period.

10 SUPERVISION/ACCOUNTABILITY

The employee is, subject to the NZALPA Rules, directly responsible to the General Manager of NZALPA for the performance of his or her duties and responsibilities.

11. TERMINATION

- 11.1 In the case of Legal Staff, the Association may terminate employment by the giving of 60 working days' notice in writing to that effect or payment in lieu to the employee. Legal Staff employees may terminate employment by giving not less than 20 working days' notice in writing during their first 12 months of employment and thereafter 40 working days' notice in writing. For all other employees, either the employee or the Employer may terminate employment by the giving of 20 working days' notice in writing to that effect.



- 11.2 For the avoidance of doubt, unless the Employer and employee agree otherwise, annual leave does not form part of any notice period.
- 11.3 Nothing in this clause shall negate the Employer's right to dismiss the employee without notice for serious misconduct or the employee's right to resign without notice for serious breach by the Employer of its obligations.
- 11.4 Where the Employer terminates employment it may dispense with the need for the employee to attend work during the notice period, but in such event salary in lieu of notice shall be paid.
- 11.5 At the termination of employment, all monies due to the employee shall be calculated and paid on the last day of service.
- 11.6 Subject to the NZALPA Rules, the employee may be dismissed only by the General Manager or, in the absence of the General Manager, the President.

12. REMUNERATION

12.1 Salary

12.1.1 The employee's annual salary shall increase by 2% with effect from 1 September 2017.

12.1.2 From 1 April 2018, the following annual salary scale shall apply to Employees:

ANNUAL SALARY	
Administration Department	
Step	
1	\$41,000
2	\$46,000
"Jedi"	\$51,000
"Yoda"	\$60,000
Legal and Technical Departments	
Step	
1	\$46,000
2	\$60,000
3	\$75,000
4	\$82,500
5	\$90,000
"Jedi"	\$100,000
"Yoda"	\$140,000
Administration Roles – supplementary salary	
Board support	\$5000
Events	\$5000
Legal Support	\$15,000
Medical/Welfare	\$5000



Membership	\$10,000
Social Media	\$5000
Legal/Industrial Roles – supplementary salary	
Appearances	\$15,000
Bargaining	\$15,000
Pleadings	\$5,000
Training	\$5,000

- 12.1.3 From 1 April 2019, the salary rates in 12.1.2 shall increase by the GWI.
- 12.1.4 “GWI” means the annual movement in the CPI (All Groups) as at 31 December 2018, plus 0.5%.
- 12.1.5 The role and salary Step applicable to each employee from 1 April 2018 is listed in Schedule One.
- 12.1.6 Salary progression shall be by annual increments of one salary Step per year through to:
- (a) Step 2 for Administration staff; and
 - (b) Step 5 for Legal and Technical staff.
- These annual increments shall take effect on the employee’s anniversary of employment.
- 12.1.7 Salary progression for Administration staff past Step 2, and for Legal and Technical staff past Step 5 will be at NZALPA’s sole discretion, subject to the following:
- (a) Progression to Step “Jedi” requires NZALPA to be satisfied that the employee meets specific performance criteria and objectives that promote high performance in their role and which are reasonably attainable;
 - (b) Progression to Step “Yoda” will be by invitation only at NZALPA’s sole discretion, and may be awarded where NZALPA deems there is a need for an experienced and high performing employee to provide skilled mentoring services to others in the organisation on a permanent basis.
- 12.1.8 For any employee employed prior to 7 November 2017 whose annual salary on 1 April 2018 is greater than the Step rate applicable to him/her under the salary scale in 12.1.2: on the employee’s anniversary of employment following 1 April 2018, his/her salary shall increase by the GWI each year.
- 12.2 Employees shall be advised in writing of their designated Role and applicable salary Step prior to the date of appointment to the Role.
- 12.3 Where the Employer wishes to introduce a new Role which is not listed in the salary scale structure in 12.1.2, the Parties will meet to agree on the appropriate salary rates.

In these circumstances the variation procedure in clause 5 does not need to be followed. The Employer will provide the Union with the position description(s) relevant to the proposed new Role and any information relevant to salary rates prior to the meeting being held.

12.4 **Payment of salary** – The Employer shall pay the employee’s salary fortnightly as agreed into a bank account nominated by him or her for that purpose.

12.5 **Superannuation** - The Employer shall contribute on a dollar for dollar basis, to a maximum of 4% of the employee's annual salary, to any superannuation scheme of the employee's choice provided by a registered superannuation provider approved by the Financial Markets Authority.

13. **PERFORMANCE REVIEW**

13.1 The employee's performance shall be subject to periodic performance reviews, which shall occur not less frequently than annually. Performance reviews shall be conducted by the General Manager and assisted, wherever possible, by the Principal Officer of NZALPA who has direct involvement with the employee.

13.2 In consultation with the employee, specific performance criteria and objectives may be set which may be amended from time to time in response to changing operational requirements and/or strategic direction of the Employer.

13.3 The achievement of performance objectives shall be one factor taken into account by the Employer in its review of the employee's performance.

14. **EXPENDITURE IN THE COURSE OF EMPLOYMENT**

14.1.1 **Expenses** – The Employer shall pay or reimburse the employee for all actual and reasonable expenses, subject to approval by the Employer, incurred on NZALPA’s behalf in the course of employment. The Employer shall, wherever possible, directly pay for all such expenses.

14.1.2 **Expenditure away from Auckland** – When the employee is away from Auckland, he or she is entitled to incur reasonable accommodation and meal expenses on NZALPA’s behalf in the course of employment. Reasonable accommodation expenses include laundry expenses if the employee is away from home for three or more consecutive nights and phone calls made to the employee’s home should they not be assigned an NZALPA cell phone. The employee shall be paid an allowance of \$55.00 for each night that he or she is away from Auckland.

15. **PUBLIC HOLIDAYS**

15.1 The employee is entitled to the following paid public holidays, in accordance with the Holidays Act 2003: New Year’s day; second day of January; Auckland Anniversary Day;

Waitangi Day; Good Friday; Easter Monday; ANZAC Day; Queen's Birthday; Labour Day; Christmas Day; and Boxing Day.

- 15.2 When ANZAC Day and Waitangi Day fall on a Saturday or a Sunday, these days shall be "Mondayised" and observed on the immediately following Monday.
- 15.3 Should the employee work on any part of a public holiday, he or she shall be paid an additional amount of no less than the relevant daily rate for the hours actually worked on the day, plus half that amount again.
- 15.4 Where the employee works on a public holiday falling on a day that would otherwise be a working day, he or she shall then be allowed to take an alternative holiday on a later day that would otherwise be a working day for the employee, for which the employee shall be paid not less than the relevant daily pay for the day taken as the alternative holiday.
- 15.5 The employee must obtain prior approval from the General Manager before working on any public holiday.

16. ANNUAL HOLIDAYS

- 16.1 The employee shall be entitled to take four weeks' paid annual leave, in accordance with the provisions of the Holidays Act 2003, at a mutually convenient time.
- 16.2 After ten years' continuous service with the Employer:
- 16.2.1 An employee employed after 12 December 2007 will be entitled to a special one-off holiday of one week, to be taken at a mutually agreed time. This holiday must be taken within 12 months of entitlement or otherwise forfeited.
- 16.2.2 An employee employed prior to 12 December 2007 will be entitled to one week of paid leave per annum in addition to the entitlement in 16.1 (i.e. a total of five weeks' annual leave).

17. SICK LEAVE

- 17.1 After the initial six month period of the employee's employment, the employee is entitled to 10 days' sick leave on pay in each 12 months of the employment when such is necessitated by reason of his or her injury or sickness, or the injury or sickness of his or her spouse/de facto spouse or other person who depends on the employee for care.
- 17.2 Sick leave that is not taken in any 12-month period may be accumulated for use in the event of sickness or injury in any subsequent period or periods of 12 months up to a maximum (including current entitlements) of 20 days.



- 17.3 In the event that the employee exhausts their sick leave entitlement and requires such leave, the Employer may grant additional paid sick leave as deemed necessary and appropriate.
- 17.4 In the event that the employee's sickness or injury is covered by accident compensation cover, the Employer shall subsidise the employee's total remuneration to 100% for the full period of the accident compensation cover. The employee's sick leave entitlements shall be reduced by one day for each week of salary subsidy under this provision. The employee may decline the pay subsidy if he or she wishes.
- 17.5 The employee is required to inform the Employer at the earliest opportunity of his or her intention to take sick leave - preferably before the employee is due to start work, but otherwise as early as possible.
- 17.6 If the employee takes sick leave and is absent for three or more consecutive calendar days, whether or not the days would otherwise be working days, the employee must upon request by the Employer provide proof of illness or injury.
- 17.7 Notwithstanding 17.6, the Employer may also require proof of sickness or injury within three consecutive calendar days if the Employer has reasonable grounds to suspect the sick leave being taken is not genuine (because the employee, his or her spouse, or his or her dependent is not sick or injured), provided the Employer advises the employee of its request as early as possible that the proof is required and the Employer agrees to meet the employee's reasonable expenses in obtaining the proof. In addition, where the Employer reasonably suspects that the sick leave entitlement is being misused, the Employer may at its expense require the employee to undergo a medical examination by a medical practitioner nominated by it and, if misuse is established, disciplinary action may be taken.
- 17.8 Except to the extent that this clause modifies the provisions relating to sick leave in the Holidays Act 2003, those provisions will apply to sick leave under this Agreement.

18. BEREAVEMENT LEAVE

- 18.1 The employee is entitled to take up to five days' paid leave when such is necessitated by reason of the death of his or her spouse/de facto spouse, parent, child, sibling, grandparent, grandchild or spouse's parent.
- 18.2 The employee is entitled to take one day's paid leave when such is necessitated by reason of the death of any other person that the Association accepts the employee has suffered a bereavement as a result of the death.
- 18.3 If the employee suffers more than one bereavement at the same time, he or she may take the amount of bereavement leave specified above in respect of each bereavement.

18.4 Except to the extent that this clause modifies the provisions relating to bereavement leave in the Holidays Act 2003, those provisions will apply to bereavement leave under this Agreement.

19. PARENTAL LEAVE

19.1 The employee is entitled to take parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act 1987.

20. OTHER LEAVE

20.1 The employee shall also be entitled to take the working days between Boxing Day and New Year's Day as paid time off.

21. REDUNDANCY

21.1 Intent

21.1.1 The provisions of this clause and their implementation are to be applied in a way which ensures that all the employees are treated fairly and in an equitable fashion.

21.1.2 The Employer and the employee recognise that it is desirable for the employee to have suitable continuing employment. To this end, the Employer and the employee will make every effort within reason to find suitable alternative employment.

21.2 Definition

21.2.1 'Redundancy' means a situation where an employee's employment is terminated by NZALPA, the termination being attributable wholly or mainly to the fact that positions filled by employees are, or will become, superfluous to the needs of NZALPA but does not include a situation solely involving the completion of a fixed term engagement.

21.3 Limitation

21.3.1 Where an Employee's employment is being terminated by the NZALPA by reason only of the sale or transfer by NZALPA of the whole or part of NZALPA's business, nothing in this clause shall require NZALPA to pay compensation for redundancy to the employee if:

21.3.1.1 The person acquiring the business or the part being sold or transferred:

- (a) Has offered the employee employment in the business or the part being sold or transferred; and
- (b) Has agreed to treat service with NZALPA as if it were service with that person and as if it were continuous; and



21.3.1.2 The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:

- (a) Any service-related conditions; and
 - (b) Any conditions relating to redundancy; and
 - (c) Any conditions relating to superannuation;
- under the employment being terminated; and

21.3.1.3 The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or that part of the business either:

- (a) In the same capacity as that in which the employee was employed by NZALPA; or
- (b) In a capacity that the employee is willing to accept.

21.4 Selection Criteria of Redundant Employees

21.4.1 The objective is to ensure retention of employees with the necessary skills, knowledge and experience to provide NZALPA with an efficient and effective workforce.

21.4.2 It is agreed that, in any redundancy situation, NZALPA shall:

21.4.2.1 Identify those positions which are, or will become, superfluous to the needs of NZALPA; and

21.4.2.2 Give one week's written notice to all the employees of the positions identified as superfluous; and

21.4.2.3 Thereafter select the employees to be made redundant with due consideration, in terms of the objective in clause 21.4.1, for those employees who may volunteer to be made redundant.

21.5 Notification

21.5.1 Prior to issuing redundancy notices, NZALPA shall notify all the employees, as per clause 21.4.2.2, of the impending redundancies.

21.5.2 Notification of redundancy will not be served while an employee is on annual leave.

- 21.5.3 A minimum written notice of termination of employment with NZALPA of 60 working days shall be given to the employee concerned, which includes the notice period in clause 11.1. NZALPA may pay the employee in lieu of notice in accordance with clause 11.4. In circumstances where NZALPA is unable to comply with the minimum written notice of termination, NZALPA shall pay such notice in lieu.
- 21.5.4 Employees under notice of termination due to redundancy may request earlier termination and this will be considered by NZALPA.
- 21.5.5 Except in the case of dismissal for serious misconduct, if NZALPA dismisses an employee after having given him or her notice under this clause, then such employee shall be paid wages in lieu of the remainder of the notice period, plus appropriate redundancy compensation entitlements.

21.6 Interviews

- 21.6.1 All redundant employees shall be given time to attend interviews for alternative employment without loss of pay.
- 21.6.2 The employee shall give NZALPA as much notice as possible prior to attending each interview he or she may have arranged.
- 21.6.3 While the need to continue the operation of NZALPA is essential, requests for time to attend interviews will not be unreasonably withheld.
- 21.6.4 NZALPA shall supply written references at the request of the redundant employees.

21.7 Alternative Employment

- 21.7.1 In lieu of redundancy compensation, NZALPA may arrange the transfer of an employee to a suitable alternative position with another employer, provided that such position is acceptable to the employee.
- 21.7.2 A suitable alternative position shall be a position at a rate of wages and under minimum conditions of employment not less favourable than those which applied immediately prior to the transfer unless the employee agrees to a position at a rate of wages and under minimum conditions of employment less favourable than those which applied immediately prior to the transfer.
- 21.7.3 NZALPA will offer to any employee so selected for alternative work any necessary training and familiarisation.
- 21.7.4 NZALPA will seek from the new employer a commitment that weekly appraisal of performance is conducted. If it is considered by the employee, the new employer or NZALPA that the employee is unlikely to reach acceptable standards then NZALPA's redundancy notice will be reinstated.



- 21.7.5 For the purposes of this clause, entitlements to the option of uplifting the redundancy compensation from NZALPA will cease upon the employee having completed his or her probationary period and being confirmed by letter to the new job.
- 21.7.6 Employees who decline the offer of alternative employment, within the provisions of clause 21.7.1, or who request reinstatement of notice, or have notice reinstated by NZALPA, will not lose any entitlement to compensatory payment within the terms of this clause.
- 21.7.7 NOTE: the intent of this clause is to provide additional option for employees to obtain employment and does not fall within the ambit of clause 21.3.

21.8 Rights of Redundant Workers

- 21.8.1 In order to best ascertain and deal with employees’ problems associated with the loss of permanent employment, the Employer will put in place an employment counselling service that will be available to redundant employees on request until the expiry of 40 working days from the date of the employee’s final day of employment.
- 21.8.2 Weekly redundancy compensation payments shall be calculated on the basis of the employee’s average weekly taxable earnings for three months or twelve months prior to termination, or at the ordinary time rate applicable at the date of termination, whichever is the greater.
- 21.8.3 All normal termination payments such as accrued holiday pay, long service and retirement leave and other entitlements under this Agreement shall be paid to the employee at the time of termination.

21.9 Redundancy Compensation

21.9.1 The scale of redundancy compensation will be as follows:

<u>Current Continuous Service</u>	<u>Weeks’ Pay</u>
Less than one year	6
1 year but less than 3 years	12
3 years but less than 5 years	16
5 years but less than 10 years	26
10 years but less than 15 years	36
15 years but less than 25 years	50
25 years or greater	54

21.10 Payments made under this clause will be paid in a lump sum and taxed at the appropriate rate as prescribed in the Income Tax Act, section 68(2) and subsequent amendments.

21.11 Redundant employees shall be supplied by NZALPA, in writing, with a detailed breakdown of all payments and entitlements under the provisions of this clause.

22. CONFIDENTIAL INFORMATION

22.1 In this clause “confidential information” means any information which comes within the employee’s knowledge during the course of his or her employment concerning the affairs of NZALPA and its members and which is either identified as confidential or should reasonably be appreciated to be confidential.

22.2 The employee shall during the continuance of his or her employment and after its termination (howsoever occasioned):

22.2.1 Not disclose any confidential information to any other person other than an employee, officer or member of NZALPA authorised to receive it.

22.2.2 Use his or her best endeavours to prevent disclosure or publication of any confidential information.

22.2.3 Not use any confidential information for his or her own benefit, as distinct from the benefit of NZALPA and its members.

22.2.4 Not use or attempt to use confidential information in any manner which may injure or cause loss directly or indirectly to NZALPA and its members.

22.2.5 The provisions of clause 22 shall cease to apply to information which enters the public domain otherwise than as a result of a breach of this clause by the employee.

23. SPECIAL CONDITIONS OF EMPLOYMENT

23.1 It is a condition precedent of employment in NZALPA that no employee shall involve him or herself in, or allow him or herself to be involved in, any Internal Political Activity of NZALPA and its members.

23.2 If the employee has any concerns that any particular conduct, advice or opinion given in accordance with clause 7 of this Agreement, might constitute Internal Political Activity under this clause of this Agreement, he or she is to seek the advice of the President and obtain his or her authority for the giving of such advice or opinion or the undertaking of the conduct and upon such authority being given for that instance such advice, opinion or conduct shall be deemed not to be Internal Political Activity.

24. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

24.1 Definitions

Employment relationship problems which may arise during the period of employment might include:

- (a) Personal Grievances including –
 - (i) Dismissal from employment;
 - (ii) Disadvantage in employment;
 - (iii) Discrimination in employment;
 - (iv) Sexual harassment during employment;
 - (v) Racial harassment during employment;
 - (vi) Duress about membership or non-membership of a union.

Provided the circumstances of each of these issues must be as prescribed in the relevant provisions of the Employment Relations Act 2000.

- (b) Disputes about what the terms and conditions of employment mean and how they should apply;
- (c) Disputes about the payment of salaries and allowances; and
- (d) Claims that the duty of good faith behaviour in employment have not happened.

24.2 **The Process:**

The parties to any employment relationship problem ought to first attempt to resolve the problem by discussion between themselves before resorting to seeking the assistance of the Employment Relations Authority.

However, in relation to the resolution of Personal Grievances certain procedures must be followed:

24.2.1 Submission of grievance to the Employer:

If the employee considers he or she has grounds for a personal grievance, he or she may submit the grievance to the Employer or a representative of the Employer.

24.2.2 Time within which grievance must be submitted:

The grievance must be submitted within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance has occurred or has come to the attention of the employee, whichever is the later, so as to enable the Employer to remedy the grievance rapidly and as near as possible to the point of origin.

If the grievance is not submitted within the 90-day period, the Employer shall not be obliged to consider the employee's grievance, unless the Employment Relations

Authority grants the employee leave to submit the grievance after the expiration of that period.

24.2.3 Power to refer grievance to Employment Relations Authority:

If the employee is not satisfied with the Employer's response to the grievance, the employee may refer the grievance to the Authority. In the first instance, the parties will endeavour to use mediation as provided by the Ministry of Business, Innovation and Employment.

On reference of an employment relationship problem, including a personal grievance, to the Employment Relations Authority:

The Authority shall, as soon as practicable and if appropriate, provide mediation assistance to the parties.

Where the employment relations problem remains unresolved the Authority may proceed to a more formal hearing in relation to the problem and in doing so may consider any evidence or submission given by or on behalf of the parties and such other matters as the Authority thinks fit.

24.2.4 Reference to the Employment Court:

Any party to any proceedings before the Employment Relations Authority may appeal to the Employment Court where their appeal is within the areas allowed under the Act.

24.3 **Caution**

No person should rely solely on this plain language explanation in determining his or her rights and obligations under the legislation. Advice should be sought to assist in ensuring compliance with the legislation in any situation of employment relationship problem.

25 EMPLOYEE PROTECTION

25.1 In the event that the Employer proposes to restructure its business and the proposal may result in the work of some or all of its employees to be performed for a new employer:

25.1.1 As soon as is reasonably practicable:

(a) The Employer shall consult in good faith with the Union and the employees over the proposal to restructure the business and the implications of such proposal for affected employees, following the decision being taken by the Employer to proceed with negotiations with a prospective new employer; and

(b) The Employer will endeavour to arrange a meeting(s) or otherwise negotiate with



the prospective new employer before the business is transferred to that new employer, to determine whether affected employees will:

- (i) Transfer to the new employer on the terms and conditions of employment set out in this Agreement; or
 - (ii) Transfer to the new employer on different terms and conditions of employment; or
 - (iii) Not transfer to the new employer.
- (c) After conclusion of negotiations between the Employer and the prospective new employer, the Employer shall advise the Union and the affected employees (if any) of the outcome of those negotiations.

25.1.2 When consulting with the Union, the Employer shall:

- (a) Provide the Union with information about the general nature of the proposal along with details of how it is likely to impact on affected employees, including:
 - (i) The positions and number of employees that may be affected; and
 - (ii) The timing or estimated timing of the negotiations and of the implementation of any transaction with the prospective new employer.
- (b) Comply with any reasonable and timely request that the Union may make for the Employer to seek to obtain further relevant information from the prospective new employer;
- (c) Not be obliged to provide the Union with commercially sensitive information;
- (d) If commercially sensitive information is provided, be entitled to impose conditions on its circulation or disclosure to others (including affected employees);
- (e) Give the Union reasonable time in which to discuss the proposal and its implications with affected employees, and to make comments and suggestions about it;
- (f) Give careful consideration to comments and suggestions from the Union and affected employees;
- (g) Try to reach agreement with the Union about the arrangements which are to apply to each affected employee.

25.1.3 During the consultation process with the Employer, the Union shall:

- (a) Use all reasonable efforts to ensure that consultation is conducted in good faith on its part and as efficiently, constructively and speedily as circumstances permit; and
- (b) Ensure that any conditions relating to the protection of commercially sensitive information coming into its hands are met; and
- (c) Recognise the right of the Employer to communicate with all affected employees regarding the proposed changes.

25.1.4 Although there is no guarantee that any of the affected employees will be offered employment with the new employer, the Employer undertakes to use all reasonable efforts to ensure that in the event of the transaction being completed with the prospective new employer, that the new employer will offer affected employees:

- (a) ongoing employment in the new employer's business carrying out substantially the same duties as they are performing immediately before the transaction is implemented; and
- (b) terms and conditions of employment that are either the same or no less favourable than they are entitled to receive under this Agreement; and
- (c) among such terms and conditions, the benefits of any clauses in this Agreement which provide service-related benefits.

25.1.5 In the event that the new employer makes no offer of ongoing employment to an affected employee, or such offer is inferior to the criteria in 25.1.4, the provisions of clause 21 of this Agreement shall apply.

26 OBSERVATION OF EMPLOYERS' POLICIES AND PROCEDURES

26.1 Employees shall adhere to the Employer's policies and procedures. Such documents may be amended from time to time by the Employer in consultation with the employees, but not be inconsistent with this Agreement. The Employer will communicate these documents and any amendments in writing to all employees prior to implementation.

27 ROLE OF THE UNION

27.1 Union representatives are permitted right of entry to NZALPA's premises for not more than two hours per week, unless otherwise agreed, for the purposes of carrying out Union activities.

27.2 The Employer shall allow reasonable time for recognised Union delegates to communicate with the Union's office and members and to carry out their duties on behalf of their fellow Union members.



27.3 The Employer shall provide the Union with the use of a notice board for the posting of Union notices.

28 PAID EDUCATION LEAVE

28.1 The Union is entitled to allocate Employment Relations Education Leave (“EREL”) to eligible employees in accordance with the Employment Relations Act 2000.

28.2 The maximum number of days of EREL per year that the Union is entitled to is five days plus one day per eight full-time equivalent eligible employees or part of that number.

28.3 For the purposes of calculating the number of full-time equivalent eligible employees by the Employer:

28.3.1 An eligible employee who normally works 30 hours or more during a week is to be counted as one; and

28.3.2 An eligible employee who normally works less than 30 hours during a week is to be counted as one half.

29 ANNUAL UNION CONFERENCE

29.1 When requested in writing by the Union, one employee, and wherever possible two employees, shall be permitted to attend the Union’s two-day annual conference, on full pay. NZALPA will not be liable for any transport or accommodation costs associated with attendance.

30 GENERAL HEALTH AND SAFETY

30.1 The parties to this Agreement accept that there is a shared responsibility for health and safety in the workplace.

30.2 It is the Employer's responsibility to ensure that the employees are protected from health and safety hazards arising in the workplace. In particular, the Employer will:

30.2.1 Train employees to do their job safely;

30.2.2 Provide safety equipment where appropriate;

30.2.3 Regularly audit systems and practices against relevant Health and Safety/OSH Codes of Practice, including:

- (a) guidelines for the prevention and management of OOS,
- (b) use of visual display units,
- (c) atmospheric conditions in the workplace;

30.2.4 Make available to employees copies of any of the above Codes or Guidelines on request.

30.2.5 Ensure that the workplace has adequate ventilation, heating and lighting.

30.2.6 Choose employees to attend approved first aid training courses.

30.3 Each employee shall:

30.3.1 Take all reasonably practicable steps to prevent harm to themselves or to any other person in the workplace;

30.3.2 Comply with all safety-related directions given by the Employer;

30.3.3 Identify and report, as soon as is reasonably practicable, any accidents, hazards (including unsafe work practices as well as physical hazards) or situations which could cause harm in the workplace.

30.4 The Union shall:

30.4.1 Consult with the Employer regularly to ensure that there are appropriate health and safety protection and safety programmes in place;

30.4.2 Support any health and safety committee at the workplace, where appropriate and practicable.

31 PERSONAL DEVELOPMENT

31.1 The Employer recognises the importance of having engaged and productive employees. Consequently, it is committed to assisting employees develop their own personal action plan for addressing development and training needs. Employees are encouraged to develop personal action plans in consultation with the General Manager.

32 SUSPENSION

31.1 If the employee is under investigation for any act(s) or omission(s) in circumstances where serious misconduct is reasonably suspected, the Employer may at its discretion suspend the employee while the investigation is being conducted. Any suspension will be on pay.

31.2 Before any decision is made to suspend or otherwise the employee, the Employer will meet with the employee, explain the reason(s) for the proposed suspension, and consider any matters that the employee wishes to raise in relation to the proposed suspension.



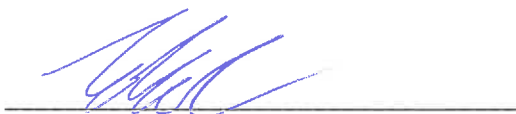
31.3 If the employee is suspended, the Employer will regularly review the suspension to ensure it is no longer than required for the purposes of conducting the investigation.

SIGNED by:



Dawn Handforth
General Manager
NZALPA

05/12/2017
Date



John Crocker
Unite Incorporated

20/12/17
Date

SCHEDULE ONE

NAME	DEPARTMENT	STEP	ROLE(S) – Supp salary	
Abaffy, Clare	Legal	5	Pleadings	
Bradley, Eliza	Admin	Jedi	Board Support	Events
Buckley, Tom	Legal	3		
Dignan, Mark	Legal	3	Bargaining	
Gausden, Kyrie	Admin	Jedi	Legal Support	
Hutton, Pamela	Admin	2	Membership	
McCabe, Richard	Legal	Yoda	Pleadings	Appearances
Nicholson, Adam	Legal	Yoda	Bargaining	Training
Paulin, Melanie	Admin	1	Social Media	
Reynolds, Dave	Tech	Jedi		

