

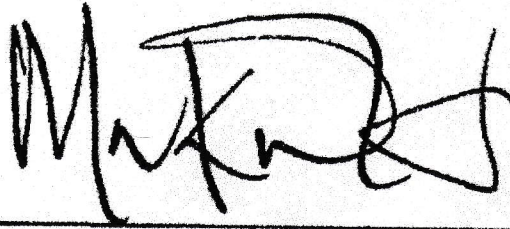


# **Aviation Security Service PSA and E tū and NUPE**

## **Collective Employment Agreement**

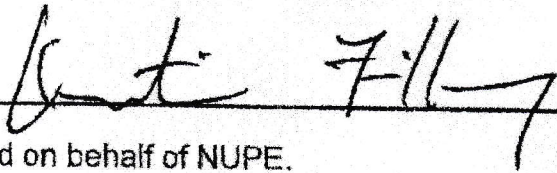
1 July 2022 - 30 June 2023

This Collective Employment Agreement has been agreed between the Parties as follows:

 General Manager

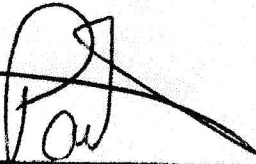
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For and on behalf of the Civil Aviation Authority



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For and on behalf of NUPE.



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Paul Graham - Negotiation Specialist  
E tū

For and on behalf of E tū Incorporated.

 PSA Lead Organiser

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For and on behalf of the NZ Public Service Association Incorporated.

Dated 21 day of November 2022

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# SECTION I: Coverage of Agreement

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## 1 Parties

1.1 The parties to this agreement shall be:

The Civil Aviation Authority

and

National Union of Public Employees (NUPE); and

E tū Incorporated (E tū); and

The New Zealand Public Service Association Te Pukenga Here Tikanga Mahi Incorporated (PSA)

Under the Civil Aviation Act 1990 and Crown Entities Act 2004 the legal employer is the Civil Aviation Authority. The Civil Aviation Authority empowers the Aviation Security Service (Avsec) General Manager (known hereafter as the Employer), to appoint employees on behalf of the Authority.

For the purpose of this Collective Employment Agreement, references to the employer therefore include both the Authority and the General Manager.

- 1.2 This agreement shall apply to the employees of the Aviation Security Services (Avsec) below Team Leader level who undertake “station-based” aviation security duties. Aviation security duties include screening luggage, freight and passengers for international and specified domestic flights, and ensuring the security of security designated airports as a whole. Aviation security duties also include any other duties undertaken by Avsec in accordance with s80 of the Civil Aviation Act 1990 (and any amending or substituting Acts).
- 1.3 This includes Aviation Security Officers, Aviation Security Officers (Screeners), Behavioural Detection Officers, Load Assistants, Receptionists and Administration Officers, who are members of NUPE, E tū and/or PSA, and employed by the Aviation Security Service.
- 1.3 The parties agree that any current employee who is not a party to this agreement, or any employee employed by the General Manager between the date of commencement of this agreement and the expiry date (in this sub clause both referred to as "the new employee") will become a party to this agreement providing the new employee becomes a member of NUPE, E tū and/or PSA and is engaged to perform work within the coverage clause.
- 1.4 Employers who subsequently become party to this agreement by way of subsequent employer variation (clause 2.2) shall be considered parties to this agreement on the date of variation. All wording in this agreement naming Avsec or

the employer will have the same meaning for the subsequent party and its Chief Executive or General Manager

- 1.5 This Agreement shall be deemed to include all terms implied by operation of employment law or related statutes.
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## 2 Variation

### 2.1 New Positions

Where new positions are proposed to be introduced to undertake the same or similar-duties as those described by the coverage clause (i.e. Clause 1.2) then the unions and Avsec will reach agreement on the coverage for these new positions. The preference of all parties is that these positions will be within coverage.

Any variations to this collective agreement shall be mutually agreed in writing between the employer, the unions and any employees directly affected by the variation.

### 2.2 Subsequent Employer Variation

The parties agree that this agreement may be varied from time to time by the union parties, without requiring the agreement of Avsec, to include further employers undertaking work covered by this agreement in aviation security services who agree to become parties.

The requirement to notify all existing parties of the addition of a subsequent party in accordance with S56A (1) (d) of the Employment Relations Act (2000) shall be fulfilled by way of a standard letter from the subsequent employer party to all other parties to this agreement.

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## 3 Term

- 3.1 This agreement shall have a term of 1 July 2022 to 30 June 2023.
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## 4 Statement of intent

- 4.1 The parties to this agreement recognise that the aviation industry is a dynamic one and subject to constant change. This requires Avsec to have flexible and responsive decision-making processes that enable prompt consultation with employees.

- 4.2 The parties agree the objectives of this agreement are:

- (a) To develop and maintain the wellbeing of the Aviation Security Service and its union members;
- (b) To promote and maintain mutual trust, respect and co-operation.
- (c) To recognise that unions and their members have a valuable part to play in the success of Avsec.

- 4.3 In order to achieve the above objectives, the parties agree:
- (a) To maintain open and direct communication on matters of mutual interest and concern, and to ensure that consultation and co-operation are the basis for relationships between them;
  - (b) To enable Avsec to meet its responsibilities and effectively undertake its functions;
  - (c) To promote the principle of equal opportunities.
- 4.4 To facilitate this relationship Avsec, NUPE, E tū and PSA, and their delegates shall meet where appropriate to discuss issues affecting them.
- 4.5 Avsec undertakes to consult with the NUPE, E tū and PSA and their members on key decisions.
- 4.6 The matters raised in this consultative process shall be considered before final decisions are made on the issues under consideration unless there are external factors outside Avsec's control. The parties undertake to deal with matters expeditiously.
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## 5 Policies and Procedures

- 5.1 Employees acknowledge and agree to comply with the Employer's policies and procedures as advised and amended in writing from time to time. These policies and procedures are included in and form part of the agreement of employment between the employer and the employee. Avsec undertakes to consult with and invite employee participation prior to any changes of substance to Avsec's Policy and Procedures Manual.
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## 6 Definitions

"Commission"	State Services Commission.
NUPE	National Union of Public Employee.
"E tū "	E tū Incorporated.
"PSA"	New Zealand Public Service Association Te Pukenga Here Tikanga Mahi Incorporated.
"Union"	Shall mean either the combined unions (NUPE, E tū and PSA) or a specific union depending on the context
"Full-time Employee"	An employee who is employed on aviation security duties for not less than 40 hours each week, or who is employed on clerical duties for not less than 37 hours 55 minutes each week, and who is not a casual, temporary or part-time employee.

"Part-time Employee"	An employee who is employed for less than 40 hours each week, (or 37 hours 55 minutes for those employed on clerical duties), but who is not a full-time employee.
"Temporary Employee"	An employee who is employed for a defined period not normally intended to exceed six months, for up to 40 hours each week.
"Casual Employee"	An employee who has no guaranteed hours of work and works as and when required by the employer.
"Operational Dog Handler"	An operational dog handler is an Aviation Security Service dog handler who has graduated from the New Zealand Police Dog Training Centre and is certified as operational.
"Trainee Dog Handler"	A Trainee handler includes all Aviation Security Service handlers appointed to a position to train as an operational Aviation Security Service Dog handler.
"Avsec Dog Handler"	An Aviation Security Service Dog Handler includes all staff appointed to a position as a trainee or operational handler.
"Load Assistant"	An employee who greets crew, passengers and airport staff, providing them with instructions around the correct loading of their cabin baggage and other items in trays to be screened, and managing queues to ensure a steady flow of passengers through security screening points.
"General Manager"	The General Manager of the Aviation Security Service or the chief executive of any subsequent employer party.
"Avsec"	Aviation Security Service or any other subsequent employer party.
"Day"	Means the period from midnight to the next succeeding midnight.
"Week"	Means the seven days commencing 0000 hours Monday.
"Month"	Calendar month.
"Duty"	Means the period of service required to be undertaken by the employee during any one period of 24 hours.
"State Sector"	All instruments of the Crown in respect of the Government of New Zealand, whether Departments, Corporations, Agencies or State Owned Enterprises, and including the Education and Health Services.
"Shift"	Means a single period of work required of an employee, excluding overtime or recall. A shift shall be defined by a starting and finishing time. Wherever practicable the period of work shall be continuous. When a major part of a shift falls on a particular day the whole shift shall be regarded as being worked on that day.



"Shift Sequence"	A series of shifts (not necessarily the same). The shift sequences in Auckland, Christchurch and Wellington are either 6 on 3 off or 4 on 2 off. Any changes to current shift sequences (based on the 2/1 principle) will only occur in consultation with the parties.
"Roster Cycle"	A specific orderly arrangement of shift sequences and breaks between sequences, repeated indefinitely. The length of the roster cycle is the number of days that are required to complete one of the recurring periods.
"Recall Duty"	A period of duty with or without meal breaks separate and apart from any ordinary shift or extended duty, within the off-duty periods between consecutive shifts, or within an off duty day for which appropriate notice has been given.
"Short Notice Recall Duty"	A period of recall duty performed for emergency reasons or otherwise, for which less than 24 hours' notice has been given.
"Emergency"	Sudden unforeseen event requiring prompt action.
"Extended Duty"	Duty performed in extension of a shift or normal period of duty and continuous with either the beginning or the end of that period of duty with or without meal breaks.
"Split Shift"	Two periods of paid work on the same shift, separated by an unpaid break of one hour or more. Paid breaks such as rest or meal breaks, or Unassigned Duties (i.e. Pinks or Blues) do not qualify as a "split" in a shift.
Unassigned Duty/Duties	Employees may have one or more periods during a Shift where duties aren't assigned. Unassigned Duties are also referred to as "Pinks" or "Blues" (or other colour as may be applicable on the roster from time to time).
Wellness/Admin Duty	An Unassigned Duty of 30 minutes duration which is used by employees to take their entitled rest breaks in accordance with clause 9.2.1 in this Collective Agreement.
Specified Rostered Duties	Duties which by their nature enable the opportunity for a break for example (including but not limited to): Admin and Reliever duties, Control Room duties, Training, Meetings and Special duties, Hold Baggage Screening L2, Enhanced Visibility, Foot Patrols (second or subsequent) and Mobile Duties. The Specified Rostered Duties may be amended by agreement between the applicable Union(s) and Avsec at the Station.

**For Leave Purposes**

"Day" day.	Means number of hours an employee normally works each day.
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"Last Day of Duty"	Means the last day actually worked before an employee proceeds on leave, resigns, retires, etc., i.e. The day the employee ceases work.
"Last Day on Pay"	Means the last day that the employee was or will be paid to, i.e. did not or will not actually work on that day but is entitled to be paid for on account of leave, etc. owing.
"Fortnight"	Means the employee's ordinary working fortnight.
"Leave year"	Means the twelve months preceding the employee's commencement date, and the anniversary of that date thereon.
"Entitlement"	Means the leave that is credited to the employee at the end of each leave year as per the Holidays Act.
"Accrued"	Means leave that is being earned during the course of a leave year. The employee becomes entitled to accrued leave on the employee's anniversary date.

### **Aviation Security Service Salary Structure**

"Salary Review"	A salary review is a review of an individual employee's salary in terms of clause 13 of this Collective Agreement.
"Performance Appraisal"	Performance appraisal is the process of assessing an employee's, or group of employees', overall level of performance and achievements as objectively as possible over a specified time frame.
"Job Evaluation"	Job Evaluation determines the "size" of a particular position or group of positions and establishes the relativity of a position compared with others.

## **7 Duties**

- 7.1 A requirement of employees employed under this agreement shall be:
- 7.1.1 That they shall honestly, diligently and to the best of their ability perform the duties of the position to the standards required by the General Manager. The duties involved and the standards to which they are to be performed will be fully explained to the employee. The General Manager undertakes to provide any training necessary for the employee to perform the duties.
- 7.1.2 The need to be flexible and adaptable in the type of work they carry out within the overall scope of the job description. The type of work an employee is asked to carry out will in all cases be consistent with the skills and potential of that employee.
- 7.2 The employer will provide a job description for each position. Job descriptions are able to be amended from time to time to reflect changing service requirements and recognising the dynamic nature of the aviation industry. Employees shall be consulted about changes to their job description.



# SECTION II: Provisions Relating To Hours of Work

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## 8 Hours of Work

Given the demands of the aviation industry and the nature of aviation security operations, the position calls for flexibility on the part of the employee in terms of availability for duties. The employee shall work any additional hours as may be necessary to undertake the duties of the position, as required under Clause 8 of this agreement. Avsec does not wish to unduly intrude on the employee's leisure time. However, whilst the Employer will endeavour to provide fourteen days' notice of changes to starting and finishing times, this cannot always be accommodated.

8.1 Full Time Receptionist/Administration Officers shall work 37 hours 55 minutes per week.

8.2 All other full-time employees work 2,080 hours per year at an average of 40 hours per week, and an average of 8.5 hours per shift.

8.3 Part time employees (other than Receptionist/ Administration Officers) shall work a proportion of 40 hours per week, although at times more than forty hours may be required. A minimum of three hours shall be worked per shift.

8.4 Shifts

The shift sequences in all current stations (i.e. Auckland, Wellington, Christchurch, Queenstown and Dunedin) are either 6 on 3 off or 4 on 2 off. Any changes to current shift sequences (based on the 2/1 principle) will only occur following consultation with relevant parties.

Shifts shall be shared as equitably as possible on a rotational basis, taking into account the requirements of Avsec and the limitations imposed by training and work experience.

- The standard full-time shift is 8.5 hours per day worked in one continuous period.
- In the case of recall duty a minimum of 3 hours will be paid at the appropriate rate.
- A maximum of 12 hours including meal breaks shall be worked in any one shift, except in an emergency, when no maximum shall apply.
- For part-time staff a minimum of three hours shall be worked per shift.

All existing airports, Metropolitan or Regional, will have access to these shift provisions.

8.5 Minimum Break Between shifts

The employee shall, wherever practicable, be allowed a minimum break of ten consecutive hours between shifts.

8.5.1 If officers are required to commence duties less than ten hours after the completion of the previous duty owing to a recall or short notice recall, or the working of an extended duty, a ten-hour break penalty payment shall apply as though there had been no break in duties.

This shall be paid as follows:

- (a) Where less than eight and one half hours has been worked in the period before the break, the additional hours shall be paid at the ordinary hourly rate until a total of eight and one half hours have been worked;
- (b) Where eight and one half-hours or more has been worked, the additional hours shall be paid at overtime rates.

8.5.2 A penalty payment shall not apply where a shift change has been arranged at the request of the officer. The hours that fall between the periods of duty counted for the ten hour break payment are not included in the calculation of hours worked for determining the payment.

#### 8.6 - Distant Duties

Where duties / duty points are a significant distance from the entrances to the airport terminals, and where reasonable travel is required for staff to reach those points, then Avsec will make all reasonable efforts to ensure that these duties are not the first or last duty for employees”.

However, where this is not possible or practicable, and when they are either the first or last duty on a shift for an employee, then Avsec will provide an additional rostered “duty” for travelling to, or for travelling from, these locations.

These duties or duty points will be identified by Station Managers in conjunction with staff and their representatives, and will be regularly reviewed by the Roster Committee.

#### 8.7 Metropolitan Airports

Auckland, Wellington, Christchurch and Queenstown are classified as Metropolitan airports.

#### 8.8 Regional Airports

Dunedin and Invercargill are classified as Regional airports. During the term of this Agreement if a new airport requires Aviation Security Services the CAA and the unions will meet to discuss the application of the hours of work provisions.

##### 8.8.1 Split Shifts

Employees can be required to work a split shift at regional airports. An employee who is required to work a split shift will be paid an allowance for each day on which a split shift is required of the equivalent of one hour of their effective hourly rate of base pay.

##### 8.8.1 Flight Cancellation

An employee shall be paid a minimum of three hours ordinary salary where the officer is stood down because of flight cancellation, with less than three hours’ notice.

8.9 Night Work Payment

For duties after midnight and before 4am on the same day (a four-hour period) Time plus ¼ will be paid as a standard rate for all or any part period worked during that time. This rate will be considered the base pay rate during this time period only.

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## 9 Rest Breaks and Meal Periods

9.1 Employees shall be provided rest breaks and meal periods as set out in clause 9.3.

These breaks are paid because employees need to remain available for duties during their Shift.

9.2 Taking rest breaks and meal periods

It is important that staff are provided with the opportunity to take their rest breaks and meal periods, and this is a particular priority for Team Leaders, and for station-based managers. The timing of the rest break/s and meal period/s will be variable depending on operational requirements:

- (a) Meal periods of 30 minutes will be rostered; and
- (b) Rest breaks of 10 minutes each will not be rostered, but employees will be provided opportunities for these break/s during the Shift. Rest breaks at Auckland Station will be provided in accordance clause 9.2.1.

9.2.1 Auckland Station – rest breaks

Employees at Auckland Station will be provided rest breaks as follows:

- (a) The first or single Unassigned Duty will be considered a Wellness/Admin Duty (totalling 30 minutes) for those employees who have an Unassigned Duty during their Shift.
- (b) The Wellness/Admin Duty will be used by the employee to take all their entitled rest break/s for the applicable Shift, and then the employee will use any remaining time for administrative tasks.
- (c) In the absence of an Unassigned Duty during the Shift, rest breaks will be taken during Specified Rostered Duties which by their nature enable the opportunity for a break.
- (d) In all other instances, opportunities for rest break/s will be provided during the Shift.

Where another Station has difficulty providing rest breaks for operational reasons, the above arrangement will be extended by agreement between Avsec (National Office) and the applicable Union(s) (National Official). In this event, all the employees at that Station will also be provided rest breaks in accordance with this clause.

9.3 For ease of reference, the following table sets out the rest and meal break entitlements for employees (as set out in the Employment Relations Act 2000) and includes meal allowances (as provided for in clause 18 of this CEA)

Shift length	Rest Breaks	Meal Breaks	Meal Allowances (As provided for in Clause 18)
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work period between n 2 – 4 hours	One 10 minute paid rest break	No entitlement ( <b>Must</b> exceed 4 continuous hours worked.)	No entitlement
work period between n 4 – 6 hours only	One 10 minute paid rest breaks	One 30 minute paid meal break	No entitlement
work period between n 6 – 8.5 hours i.e. The standard provision for a full time staff member)	A total of two 10-minute paid rest breaks;	One 30-minute paid meal break	No entitlement
work period between n 8.5 – 10 hours:	A total of two 10-minute paid rest breaks;	One 30-minute paid meal break	One Meal Allowance (As per Clause 18) – due at 10 hours of duty
work period between n 10 – 12 hours:	A total of three 10-minute paid rest breaks;	One 30-minute paid meal break <b>plus</b> one additional 30 minute paid meal break due at 10.5 hours of duty.	One Meal Allowance (As per Clause 18)

**Note:** A *maximum* of 12 hours including meal breaks shall be worked in any one shift, except in an emergency.

work period between n 12 – 14 hours	A total of three 10-minute paid rest breaks	One break between 2 – 4 hours, with a second break between 5 – 7 hours, with a third break between 8 – 10 hours after commencing duty.	A total of two 30 minute paid meal breaks	One meal break between 3 – 6 hours with a second meal break between 10 – 12 hours after commencing duty	One Meal Allowance (As per Clause 18)
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### 9.3.1 – Split Shift staff

Staff in Regional Airports working a split shift arrangement become entitled to a Rest Break and Meal Break on the basis of hours worked. For the purposes of these provisions the two periods of work on one day (i.e. The “Split” shift) are to be joined together as if there were one continuous period of work.

### 9.4 Receptionists and Administration Officers

Receptionists and Administration Officers shall be provided within each 8 hour working period, two paid ten minute rest breaks, and on every shift of more than five hours duration an unpaid meal period of at least half an hour.

9.5 Tea Supplies

The Employer shall provide hot water, tea, coffee, milk and sugar for rest breaks and meal periods.

9.6 Behavioural Detection Officers

Behavioural Detection Officers are provided with the opportunity to take their rest and meal breaks at operationally convenient times during their shifts. For the avoidance of doubt, clauses 9.2 and clause 9.2.1 do not apply to Behavioural Detection Officers.

## **10 Overtime**

10.1 Overtime shall be all time worked in excess of 8.5 hours in any day.

10.2 Overtime payments shall be calculated on a daily basis.

10.3 All overtime shall be paid at the rate of time and a half of the employee's base hourly rate (as displayed in employees' pay slips)

10.4 In the case of a recall duty a minimum of 3 hours shall be paid at the appropriate rate.

10.5 In the case of a short notice recall, in calculating the time worked, overtime is payable from the time the employee leaves home and travels to the place at which the employee is required for duty until the employee returns home from duty, provided the employee travels directly by motor vehicle, up to a maximum of one hour each way.

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## **11 Part-time, Casual and Temporary Employees**

11.1 Employees are able to be employed as part-time, casual or temporary employees and be invited to be a party to this collective agreement. Such employees shall receive pro rata the appropriate remuneration.

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# SECTION III: Remuneration and Allowances

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## 12 Salary Scales Starting Rates and Progressions

The following Salary Scales and progression criteria apply for the positions listed.

12.1 Starting Rates and Progression for Receptionists, Administration Officers, Load Assistants, Aviation Security Officer (Screeners), Aviation Security Officers and Behavioural Detection Officers.

### 12.1.1 Receptionist/Administration Officers Salary Scale

	Step	Salary 2022
Starting Rate	1	\$52,514
6 Month Increment	2	\$54, 535
18 Month Increment	3	\$57, 746
30 Month Increment	4	\$60, 368

### 12.1.2 - Load Assistants Scale (Scale for salaried staff, and hourly rate for casuals.)

	Salary or Hourly Rate
Salary	\$49, 192
Casual (per hour)	\$23.65#

# Plus holiday pay at 8 % of earnings

### 12.1.3 Aviation Security Officer (Screener) Salary Scale

	<b>Step</b>	<b>Salary</b>
<b>Starting Rate</b>	1	\$60, 217
<b>6 Month Increment</b>	2	\$61,433
<b>18 Month Increment</b>	3	\$63,070
<b>30 Month Increment</b>	4	\$66,084

#### 12.1.4 Aviation Security Officer/Behavioural Detection Officer Salary Table

	<b>Step</b>	<b>Salary</b>
<b>Starting Rate</b>	1	\$66,084
<b>6 Month Increment</b>	2	\$67,981
<b>18 Month Increment</b>	3	\$70, 265
<b>30 Month Increment</b>	4	\$72, 548
<b>42 Month Increment</b>	5	\$74,449
<b>54 Month Increment</b>	6	\$76,730
<b>66 Month Increment</b>	7	\$79,011
<b>120 Month Increment</b>	8	\$80, 116

#### 12.1.5 Starting Rates

New Employees of the Aviation Security Service will start at step 1 of each range. Existing Avsec Employees may commence at a higher rate which is no lower than their existing base salary or the step they were on if previously incumbent in the positions.

#### 12.1.6 – Progression

- Movement from the starting rate to the six-month increment is subject to satisfactory service and the employee being assessed as fully competent.
- Movement from the 6 month to the 18-month increment and the annual service increments thereafter to step 7 is automatic.
- Movement to step 8 is not be automatic and this movement will need to be approved by Avsec. (See 12.1.7 below).

#### 12.1.7 – Step 8 on the Aviation Security Officer/BDO Scale

Step 8 is a 10 year service step (i.e. A minimum of 10 years or 120 months Aviation Security Service is required), plus satisfactory performance at the time of considering moving the employee to this step. As there are specific requirements to consider the movement to step 8 will not be automatic – this movement will need to be approved by Avsec.

“Satisfactory performance” means **not** having at the time of consideration for moving to step 8 (120 Month anniversary):

- A current **warning** on file; **or**
- A current **Performance Improvement Plan (PIP)** on file, **or**
- An unresolved **disciplinary process**.

**NOTE:** Current means where the warning, letter or PIP has not expired, and where the warning or letter was issued within the previous 12 months.

These staff will subsequently be eligible to move to step 8 when:

- The current warning or PIP “expires”, or where 12 months have elapsed since the warning, or PIP was issued, **and** there are no further incidents to be considered **and /or**
- When the unresolved disciplinary process is concluded and where this does not lead a disciplinary consequence such as a warning, or a PIP, then payment will be backdated to the 120 month anniversary.

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## 13 Salary Review Process

- 13.1 Employees are entitled to seek a re-examination of the results of any salary review as it relates to their position.
- 13.2 - In particular a staff member who does not get movement to step 8 of the ASO scale despite having the minimum service requirement can seek a review of this decision if that staff member believes that they meet the satisfactory performance criteria.
- 13.3 - In the first instance, employees with complaints or concerns regarding the results of a salary review are to discuss the matter with their Station/National Manager.
- 13.2 If dissatisfied with the outcome of this discussion, employees may write to the General Manager seeking a review of the salary review decision – the General Manager or their nominee will respond in writing.

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## 14 Temporary, Casual and Part-Time Salaried Employees

- 14.1 Wages/salaries and allowances will be paid on a pro-rata basis on the following formula:

$$\frac{\text{Hours worked per week}}{40 \text{ hours}} \times 100 = \% \text{ of salary payable}$$

In the case of receptionist/administration staff:

$$\frac{\text{Hours worked per week}}{37 \text{ hours } 55 \text{ minutes}} \times 100 = \% \text{ of salary payable}$$

- 14.2 Progression for part-time employees will be the same as for their full time counterparts.
- 

## 15 Payment of Salary

- 15.1 Salary shall be paid fortnightly by direct credit to a nominated bank account
- 15.2 The employer shall provide to employees written advice of the gross pay and deductions made each time the employee's gross pay or any deduction is altered.
- 15.3 All outstanding monies shall be paid without undue delay on termination of employment. The employer shall be entitled to deduct monies owed by the employee to Avsec from any final payment.
- 

## 16 Annual Practising Fees

- 16.1 The employer shall approve payment of admission fees, registration and annual practising fees where the qualification or holding of a practising certificate is necessary to enable the employee to carry out his/her duties fully.
- 

## 17 Higher Duties Allowance

- 17.1 The employer may approve payment of a higher duties allowance to an employee who is required to undertake the full or partial duties and responsibilities of a higher salaried position (including the management and planning responsibilities) when the person being relieved is absent and/or uncontactable.
- 17.2 The H.D.A. payment will be:

<b>Higher salaried position</b>	<b>H.D.A payment</b>
One level higher than the officer's role. For example: Team Leader or Shift Leader roles	The officer will be paid the Step 8 ASO Salary rate (as set out in clause 12.1.4) plus 6% of that rate, for the time the officer is carrying out the higher duties
Two or more levels higher than the officer's role. For example: Operations Manager or Station Manager roles	The officer will be paid the Step 8 ASO Salary rate (as set out in clause 12.1.4) plus 12% of that rate, for the time the officer is carrying out the higher duties

While it is acknowledged that an officer is carrying out the day-to-day functions of the person being relieved, the full responsibility is not being carried out, nor is it expected to be carried out.

- 17.3 The H.D.A shall be paid where the officer undertakes the higher duties and responsibilities for more than 50% continuously on any working day.
- 17.4 Clause 17 (and the H.D.A payment referred to in clause 17.2) applies from the date of ratification of this Collective Agreement.
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## **18 Meal Allowance**

- 18.1 A meal allowance shall be paid where 10 or more hours are worked in any one shift, irrespective of whether a meal break or provision for having a meal, has been provided.
- 18.2 A meal allowance shall be payable for each completed 5 hours of recall duty.
- The meal allowance is \$19.00

## **19 Travelling Expenses**

- 19.1 Employees travelling within New Zealand on official business shall be reimbursed all expenses on an actual and reasonable basis upon the production of receipts. However, the General Manager shall approve the reimbursement of expenses without a receipt provided that he/she is satisfied that the expenditure was necessary, reasonable and actually incurred.
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## **20 Provision of Car Parks**

- 20.1 Car parks shall be provided at no cost to all employees working at an airport for the duration of their shift.
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## **21 Motor Vehicle Allowance**

- 21.1 Where the use of a private vehicle for official business has been approved, the employee shall be paid a mileage allowance equivalent to the current IRD employee mileage reimbursement rate at the time the vehicle is being used.
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## **22 First Aid Attendant Allowance**

- 22.1 Employees, who are holders of a current First Aid Certificate and who are designated First Aid Attendant by the General Manager, shall be paid an annualized allowance of \$553.00.
- 22.2 This allowance is taxable and is paid on a fortnightly basis
-

## 23 Reimbursement of Expenses Incurred in Caring for Dependents

- 23.1 When an employee attends a course, or is travelling on official business, or is required to work abnormal hours other than usual rostered hours, the Employer may approve the actual and reasonable cost of expenses incurred by the employee in caring for dependents where the situation is such that an employee cannot make alternative arrangements for the care of his/her dependents without incurring extra expenses.

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## 24 Long Service Recognition Payment

- 24.1 Long Service Recognition
- 24.2 It is Avsec's policy to recognise the contribution made by long serving employees. Employees who have served ten years, fifteen years, twenty years, twenty-five years and thirty years with the Aviation Security Service shall receive a clasp and certificate.
- 24.3 In addition the following long service payments shall be made:

Completion of five years' service	\$500
Completion of ten years' service	\$1,000
Completion of fifteen years' service	\$1,500
Completion of twenty years' service	\$2,000
Completion of twenty five years' service	\$2,500
Completion of thirty years' service	\$3,000
Completion of thirty five years' service	\$3,500
Completion of forty years' service	\$4,000

- 24.4 These payments shall be:
- (a) Paid in a lump sum;
  - (b) Gross and therefore subject to tax;
  - (c) For Avsec service only - contributory service is not recognised for this purpose;
  - (d) For continuous service only - employees with two or more periods of Avsec service will for the purposes of this payment only have the latest period of service counted;
  - (e) Made on the payday immediately after the employee's anniversary date.
- 24.5 The payments shall not be retrospective.
- 24.6 Periods of leave without pay delay payment of long service recognition payments by the period of absence.

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## 25 Dog Handler's Allowance

25.1 An allowance of \$17,553 shall be paid to Dog Handlers who are certified as operational EDDU Dog Handlers and who have a dog assigned to them.

25.2 The allowance shall be paid fortnightly and is taxable and is intended to cover:

- i. The added requirements to undergo eight training assessments per year to reach certification standards that are required to retain operational status as an EDDU Handler;
- ii. The time per day of the officer's own time for grooming, feeding and exercising the dog every day whether on duty or off duty;
- iii. The extra constraints on social and family life because of the dog being housed at home;
- iv. The extra flexibility required of the dog handlers and the possibility of them being called out at irregular hours;
- v. Acknowledgement for working in dangerous environments and the extra responsibility which is created in these environments;
- vi. Requirements to handle explosives and apply the practices of a current explosives handling certificate;
- vii. Possessing an acceptable knowledge of animal wellbeing;
- viii. When required, assist other agencies in the event of a major operation involving civil or national security and the acceptance of travel and any reasonable length of time away from home;
- ix. Kennelling other handler's operational dogs that are on leave away from home; and/or kennelling a foster dog (From time to time) to meet the future needs of the EDDU.

25.3 Operational Dog Handlers will still be entitled to receive this allowance if the following occurs:

- i. Attending a certified training course for the purpose of graduating a replacement dog.
- ii. Cannot perform operational duties due to illness of either dog or handler. If the handler cannot return to work after a period of 3 months the continuation of the allowance will be reviewed by the Manager EDDU. Where the illness of the dog poses long term operational issues it will be replaced.
- iii. Made non-operational for a period of retraining because of a performance issue. If at the end of a performance management process the handler is removed from the dog section the allowance will cease.

25.4 Trainee Handlers, once they are assigned and take possession of a dog, will be paid a fortnightly allowance equivalent to 50% of the Dog Handlers Allowance until they are fully certified as Operational EDD Dog Handlers.

- 25.5 Trainee Handlers who fail to reach full operational status will be removed from EDDU duties and all dog handling related allowances will cease.
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## **25B BDO Allowance**

- 25B.1 The Behavioural Detection Officers will be an allowance at the rate of \$3,180.00 per annum.
- 25B.2 The allowance shall be paid per fortnight and is taxable. The allowance is only payable while an employee is in the BDO role. The allowance is paid to all BDO employees who have successfully completed the initial BDO training course the three month probationary period. Unless, and until, a BDO meets these requirements, they will only be paid 50% of the allowance (\$1,590.00 per annum).
- 25B.3 The allowance may be reviewed on an annual basis to ensure the allowance reflects the additional skills and responsibilities of the BDO role, comparative to the ASO role, and that it reflects market relativity factors. As a result of the review, the allowance may be adjusted, (whether an increase or a decrease) and the adjusted rate will be published to those impacted prior to any changes.
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## **26 Additional Responsibility Allowances**

- 26.1 In order to build competency across the workforce the employer reserves the right to rotate designation and replace them with other designated employees from time to time. The allowances payable in clause 26.2, 26.3, 26.4, and 26.5 cease when the employee is no longer designated in these roles. The allowances provided in this clause are taxable.

### **26.2 On the Job Trainer**

On the Job Trainer is an ASO/BDO who has been designated by the General Manager.

- 26.2.1 An On-the-Job Trainer will be paid an additional daily allowance when undertaking designated on the job training activity of \$12.42 per day.

26.2.2 All Training Support Team (TST) members will be entitled to claim the On-the-Job Trainer Allowance for all formal class delivery and when they act in the On-the-Job trainer role in addition to the annual TST allowance.

### **26.4 IATA Certified Dangerous Goods**

An Officer who has been designated as an IATA Certified Dangerous Goods Officer will receive an annual allowance of \$932.00.

### **26.5 Training Support/Driver Assessor Allowance**



An Officer who has been designated as a member of the Training Support Team will receive an annual allowance (paid fortnightly) of \$1, 243.00.

26.5.1 For the purposes of this allowance, driver assessors are designated members of the Training Support Team

26.6 The allowances payable in clause 26.2, , 26.4, 26.5 cease when the employee is no longer designated in these roles.

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# SECTION IV: Health and Safety

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## 27 Workplace Accidents

- 27.1 The employee shall:
- (a) Advise their manager of all workplace accidents.
  - (b) Provide Avsec with a copy of any medical certificates associated with the injuries arising from the workplace accidents.
- 27.2 Where the medical costs incurred by an employee as a result of a work related accident or injury exceeds the amount of ACC payment in respect of that accident or injury, Avsec may reimburse the employee for the reasonable additional costs.
- 

## 28 Health and Safety

- 28.1 The employee agrees to observe all safety precautions and procedures as advised to staff of the Aviation Security Service.
- 28.2 The employer will:
- (a) Provide showers where practicable;
  - (b) Support workplace sport teams;
  - (c) Encourage and support E tū, NUPE and PSA initiated and community-wide educational campaigns on health issues;
  - (d) Investigate the possibility of providing the services and facilities for a health professional, e.g. Occupational health nurse to provide check-ups in the work place, e.g. For breast or cervical cancer;
  - (e) Continue to provide access to trained welfare advice.
- 28.3 The parties agree, consistent with the requirements of establishing and maintaining "good and safe working conditions", to comply with the relevant codes and statutes.
- 28.4 VDU and Display Provisions
- The employer will comply with recognised industry standards for VDU hardware and physical operating systems, i.e. keyboards, moveable stands, seating, etc.
- 28.5 Employees who work continuously at keyboards shall be provided with relief by variations in work, or by regular spells of 10 minutes in every hour.

## 28.6 Pregnant VDU Operators

The employer will make every effort to accommodate requests for alternative duties during the period of pregnancy. Employees who are temporarily redeployed for this reason should not be disadvantaged in relation to either salary or conditions of employment.

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## 29 Vision Assistance

- 29.1 Employees shall be entitled to an annual eye test at Avsec's expense. If the test discloses deterioration in eyesight, the employee will be entitled, at not less than two-yearly intervals, to reimbursement for the cost of corrective lenses, including contact lenses and frames, to a maximum of \$450 (inclusive of GST).
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## 30 Orthotics

- 30.1 Employees shall be entitled, at not less than two-yearly intervals, to reimbursement for the cost of an assessment for orthotics, and the cost of obtaining orthotics, to a maximum of \$250 (inclusive of GST).
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# SECTION V: Provisions Relating To Leave

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## 30 Public Holidays

- 30.1 Employees are required to work on a Public Holiday if rostered to do so. Employees not specifically rostered to work may agree to do so and receive all relevant entitlements.
- 30.2 Employees are entitled to public Holidays in accordance with the Holidays Act 2003 and any amending or substituting Acts, and subject to the provisions of this clause.
- 30.3 The following days shall be observed as Public holidays:
- Christmas Day
  - Boxing Day
  - New Year's Day
  - 2 January
  - Waitangi Day
  - Good Friday
  - Easter Monday
  - Anzac Day
  - Matariki
  - Sovereign's Birthday
  - Labour Day
  - Anniversary Day (as observed in the locality concerned)
- 30.4 In the event that an employee is required to work on a Public holiday the employee will be paid for the hours actually worked at the rate of 1.5 times the employee's relevant daily pay rate (which is the employee's base pay rate, on an hourly basis).
- 30.5 The employee will also become entitled to an alternative holiday, to be taken in accordance with the Holidays Act 2003, if:
- The public holiday falls on a day that would otherwise be a working day for the employee; and
- The employee is required to work, and actually works, on any part of that day.
- 

## 31 Aviation Security Service Holidays

- 31.1 The employer shall prescribe three days each year as Avsec holidays. These days will not fall on a Public holiday, Saturday or a Sunday. These days will usually be the day and second and third days after Boxing Day.

- 31.2 If work is required on an Avsec Holiday, the employee shall receive equivalent time off in lieu. Time to be taken in lieu will be agreed between the employer and the employee.
- 

## **32 Off Duty Days on Public and Service Holidays**

- 32.1 If a Public or Service holiday is observed on a full-time or part time rostered employees off duty day, the employee shall be granted equivalent time off to be taken at a time agreed between the relevant Manager and the employee.
- 

## **33 Annual Leave**

- 33.1 Employees shall be entitled to four weeks annual leave in accordance with the Holidays Act 2003 and any amending or substituting Acts and subject to the following clause:
- 33.2 Employees who complete 7 years of service before the end of a leave year shall be granted an additional week's annual leave in that and succeeding leave years.
- 33.3 Annual leave is generally expected to be taken in the year following date of entitlement. Employees may carry over a maximum of ten days unused entitlement into the following year provided that such carried over leave is taken within six months of the anniversary of the date of entitlement.
- 33.4 The parties recognise the need for active planning to enable leave to be taken at times that best suit the needs of employees and Avsec. The times at which an employee's annual leave is to be taken will be determined, wherever possible, by mutual agreement. If the parties are unable to reach agreement, the employer may direct an employee to take annual leave but as far as practicable the employee's wishes in the matter are to be considered.
- 33.5 Employees will be given at least 14 days' notice of the requirement to take annual leave. Employees shall give no less than 14 days' notice of dates preferred for annual leave. Annual leave may be anticipated with the agreement of the employer.
- 

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

- 34.1 Leave on Pay

Where a Public or Service holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that day as a public holiday and to be paid the employee's relevant daily pay. The day will not be debited against the employee's annual leave entitlement. This provision does not apply to a holiday falling during special leave without pay (including military leave without pay) or retiring leave after the employee has ceased work prior to leaving Avsec, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

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## 35 Parental Leave

### 35.1 Entitlement and Eligibility

Employees are entitled to parental leave in accordance with the Parental Leave and Employment Protection Act 1987 and as set out below:

- (a) An employee while they are employed by the General Manager is entitled to parental leave in the following circumstances:
  - (i) in respect of every child born to them, or
  - (ii) in respect of every child up to and including 5 years of age, adopted by them or their partner;
  - (iii) provided that they assume or intend to assume the care of the child born to them or their partner or adopted by them or their partner.
- (b) Leave up to 52 weeks may be granted to employees with at least 1 years' service. For those with less than 1 years' service, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by the General Manager.
- (c) Where two or more children are born or adopted at the same time, then for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- (d) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery, or in the case of adoption, appropriate notice of the adoption by the relevant authority or agency.
- (e) An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

### 35.2 In addition to parental leave:

- (a) A female employee may commence "maternity" leave either on the day of confinement or adoption, or up to six weeks before the expected date of delivery or adoption.
- (b) Maternity leave may begin earlier than six weeks before the expected date of delivery in accordance with a medical practitioner's certificate which specifies the date on which, in the medical practitioner's opinion, the female employee should begin her maternity leave.

No leave taken prior to six weeks before expected date of delivery shall be counted as part of the entitlement under 35.1(b).

- (c) A female employee who is pregnant is entitled before taking maternity leave, to take a total of up to 10 days special leave without pay for reasons connected with her pregnancy.

No period of this special leave shall be counted as part of the entitlement under 35.1(b).

- (d) A male employee may take a continuous 14-day period on leave without pay as "paternity" leave. Leave may be taken any time during the six-week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

Any period of paternity leave is not counted as part of the total leave period available under 35.1 (b).

### 35.3 Job Protection

- (a) An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave.

A similar position means a position:

- (i) at the equivalent salary; and
  - (ii) in the same location or other location in reasonable commuting distance; and
  - (iii) involving responsibilities broadly comparable to those exercised in their previous position and commensurate to the employee's skills and abilities.
- (b) When an employee goes on parental leave the employer must, as first preference, hold the employee's position open and fill it temporarily.
  - (c) If the employer is unable to keep the employee's position open because a temporary replacement is not reasonably practicable due to the key position occupied by the employee, then, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority):
    - (i) the same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
    - (ii) if this is not possible the General Manager may approve one of the following options:
      1. an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
      2. an offer to the employee of a similar position in another location if one is available with transfer assistance applying; if the offer is refused the employee continues on extended parental leave as provided in 1 for up to 12 months; or

3. The appointment of the employee to a different position the same location (a position of a lower salary or one involving different duties, i.e. not a similar position as defined above); if the appointment is not acceptable to the employee the employee continues on extended parental leave as provided for in 1 for up to 12 months; or
4. Where extended parental leave as provided in 1 expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice providing that an employee whose services are terminated under this provision shall be entitled to be paid the ex gratia payment equivalent to 30 working days' leave that she/he could have earned if she/he had had the opportunity to return to work after parental leave.

**Note:** For the purposes of 35.3(c) a 'key position' is one defined as per section 43 (2) of the Parental Leave and Employment Protection Act 1987.

#### 35.4 Surplus Staffing Situation

- (a) When a staffing surplus situation involves a position that is usually occupied by an employee who is on parental leave, then the same surplus staffing provisions that would apply to other employees who are part of the same surplus, will apply.
- (b) Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.
- (c) Employees returning from parental leave who seek to work reduced hours shall be advised of their rights under the restructuring provisions before commencing those hours of work.

#### 35.5 Ex gratia Payment

- (a) Where an employee, who is entitled to parental leave of up to 12 months, returns to duty before or at the expiration of the leave and completes a further six months service, they qualify for a payment equivalent to 30 working days' leave on pay, i.e. at the rate applying for the 30 working days immediately following their ceasing duty.

Provided that, if both male and female partners are employed in the State Sector and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.

Any adjustments to the salary scale that are backdated into the period covered will apply.

- (b) An employee who is absent on parental leave for less than 6 weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (c) Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, a woman who works less than full



normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the employer.

- (d) An employee shall not be eligible for a parental leave payment if their partner has received a payment from another State Sector organisation.
- (e) An employee will receive a payment if eligible regardless of any payment that may have been made to their partner by a private sector organisation.

35.6 The employer shall continue to pay the employer's contribution to KiwiSaver during the period of pre-approved absence on parental leave at the rate that applied immediately before leave commenced.

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## **36 Special Leave without Pay**

- 36.1 (a) The employer may grant an employee special leave without pay. Placement on return from special leave without pay of more than one month is conditional upon a suitable vacancy, and salary and location cannot be guaranteed. An employee who cannot be placed in employment on return will be given one month's notice in writing that the employment is to be terminated.
- (b) Requests for leave without pay will only be considered where the employee has a minimum of two years' service with Avsec.
- (c) Leave without pay interrupts but does not break service.
- 

## **37 Sick Leave**

37.1 Sick leave may be taken when:

- (a) The employee is sick or injured; or
- (b) The employee's partner is sick or injured; or
- (c) A person who depends on the employee for care is sick or injured.

37.2 Sick leave shall be paid in accordance with the Holidays Act 2003 and any amending or substituting Acts.

37.3 Notice shall be given to the employer as soon as possible of absence due to sick leave, and where at all possible, before the commencement of work.

37.4 Employees may be required to provide proof of sickness or injury for sick leave if the sickness or injury is for a period of 3 or more consecutive calendar days, whether or not the days would otherwise be working days for the employee. In addition, the employee may be required to produce proof of sickness or injury within 3 consecutive calendar days if the Service has grounds to suspect the sick leave being taken is not genuine or if there are relevant health and safety or hygiene grounds, provided that the Service informs the employee as early as possible after forming the suspicion that the sick leave being taken is not genuine, that the proof is required, and meets the reasonable costs associated with obtaining such proof.

37.5 Managerial Discretion

Where the employee does not have the required paid sick leave to cover an absence due to illness/injury, the General Manager will consider upon application, on a case-by-case basis, whether there are sufficient compassionate or other grounds to justify awarding additional sick leave beyond the employee's sick leave provision – this is entirely at the discretion of the General Manager.

This applies to all sick leave – as under clauses 37.6 or 37.7.

37.6 Employees shall be entitled in each period of 12 months for which he/she works for the employer, to 12 working days sick leave per annum. Additional sick leave is able to be granted at the General Manager's discretion where an employee has no entitlement left.

37.7 Unused sick leave may be accumulated from year to year.

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## 38 Long Service Leave

38.1 Employees who have completed 20 years' continuous service with Avsec may be granted, once only, four weeks long service leave. Long service leave must be taken within five years of qualification and may be taken in two blocks of two weeks or in one block of four weeks.

38.2 The qualifying period for long service leave shall cease on the day an employee retires, but excludes any additional service which may accrue as a result of retiring leave being paid fortnightly after the last day of duty.

38.3 Periods of leave without pay delay the eligibility date for long service leave by the period of the absence.

### **Employees employed after 1 October 2003**

38.4 Previous contributory service will not be recognised for long service leave purposes.

### **Current employees as at 1 October 2003**

38.5 Where Avsec has agreed to recognise this service, for the purposes of long service leave, the General Manager may, as appropriate, recognise previous service with other organisations of the State Sector.

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## 39 Retiring Leave

39.1 Employees covered by this Agreement as at 1 July 2016 shall be entitled to retirement leave in accordance with the provisions of Schedule 1.

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## **40 Medical Retirement**

- 40.1 An employee who has established eligibility to retire on medical grounds or who is required, on medical grounds, to leave their employment shall be granted a minimum of 65 working days leaving gratuity regardless of length of service.
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## **41 Shift Workers Leave**

- 41.1 Employees eligible for shift worker leave shall have the option of cashing up their entitlement each year.
- 41.2 From 1 July 2004 all Officers and Sergeants working shift work are entitled to one week (5 working days) additional leave per year of shift work, which shall be allocated at the rate of .416 days per month
- 

## **42 Leave for Military Training**

- 42.1 Leave of absence may be granted to employees to undertake military training in accordance with the Volunteers Employment Protection Act 1973, and additionally up to 12 weeks leave shall be granted for initial training, then up to 4 weeks a year thereafter.
- 

## **43 Bereavement Leave/Tangihanga Leave**

- 43.1 An employee shall be entitled to bereavement leave in accordance with the Holidays Act 2003, the provisions of this Collective Agreement and the bereavement leave policy of the Employer.
- 43.2 The purpose of bereavement leave is to enable employees to discharge their obligations and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at part or all of a Tangihanga (or its equivalent).
- 43.3 In granting time off the General Manager must administer these provisions in a culturally sensitive manner taking into account:
- (a) The closeness of the association between the employee and the deceased. This association need not be a blood relationship.
  - (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
  - (c) The amount of time needed to discharge properly any responsibilities or obligations;
  - (d) Reasonable travelling time should be allowed. But for cases involving overseas travel that may not be the full period of travel;

- (e) A decision must be made as quickly as possible so that the employee is given maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
  - (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted.
- 43.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except where this is taken on termination of duty), then bereavement leave will be granted in accordance with the Holidays Act 2003.
- 43.5 If an employee intends to take bereavement leave the employee must notify Avsec as early as possible before the employee is due to start work on the day that is to be taken as bereavement leave, or if that is not practicable, as early as possible after that time.
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## **44 Jury Service and Witness Leave**

### **44.1 Jury Service**

An employee shall be granted paid leave for jury service. Expenses may be retained by the employee but all juror's fees are to be paid to Avsec unless an employee elects to take annual leave or leave without pay, in which case the fees may be retained.

- 44.1.1 Avsec recognises the need for employees to have adequate time off. Rostered days off will be managed both before and after, and where necessary during, a period of jury service to ensure the employee has access to these. Where jury service extends beyond one week, the employee's return to the roster will be managed on a case by case basis.

### **44.2 Witness Leave**

- (a) Where an employee is called as a witness in a private capacity for a Criminal or Traffic case paid leave shall be granted. The employee is to recover fees and expenses from the party calling the witness, and repay the fees to Avsec.
  - (b) Where an employee is called as a witness in a private capacity for other than a Criminal or Traffic case, annual leave or leave without pay may be granted. The employee is to pay any expenses incurred and is to retain such fees and expenses as may be awarded by the Court.
- 

## **45 Leave for Civil Defence, Search and Rescue Operations and Fire Fighting**

- 45.1 Employees who attend conferences or courses sponsored, or supported by, the Ministry of Civil Defence may be granted paid leave at Avsec's convenience.

- 45.2 Employees who volunteer during or following an emergency may be granted paid leave for the duration of an emergency, up to a maximum of three days.
- 45.3 Employees who have been granted approval to undertake a commitment may be granted paid leave for the duration of an emergency, up to a maximum of ten days. Employees who undertake civil defence work without prior consent may be granted special leave without pay.
- 45.4 Employees who are members of recognised fire fighting forces may be granted paid leave for emergency call-outs during normal working hours, subject to consent being obtained from the General Manager.
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## **46 Leave for First Aid Training**

- 46.1 Employees required by the General Manager to attend First Aid Training courses shall be granted paid leave and a refund of the course fees, upon production of a receipt.
- 46.2 Employees who attend courses outside working hours are to be granted time off in lieu at Avsec's convenience.
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## **47 Transfer Leave**

- 47.1 An employee with a family who is on transfer at the General Manager's expense, and in receipt of an accommodation allowance, may be granted permission by the General Manager to visit the employee's family at Avsec's expense.
- 47.2 An employee with a family, who is on transfer at the General Manager's expense, and in receipt of an accommodation allowance, may be granted paid leave to assist with the transfer of family and effects. Such leave may be granted to cover actual travelling time plus two days.
- 

## **48 Study Assistance**

- 48.1 The employer may approve study leave to enable employees to undertake a course of study to complete qualifications, to attend courses and seminars and to undertake research or projects which are relevant to the work of Avsec and which facilitate their wider growth and development.
- 48.2 The employer may, on such conditions as he may decide, grant, for such approved study leave, leave with or without pay, travelling time between the station and the learning institution, and reimbursement of study related costs e.g. tuition and examination fees where the course of study is successfully completed.
- 48.3 Approval may also be granted, on such conditions as the General Manager may decide, for leave to sit examinations and for study leave prior to such examinations.
- 48.4 Study awards may also be granted to enable employees to undertake full-time university study for recruitment and staff development purposes. Such awards may include the payment of full or part salary, study related expenses, transfer expenses and standard leave entitlements.

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## 49 Re-entry After Absence Due to Childcare

- 49.1 An employee who resigned from Avsec to care for pre-school children may apply to re-enter Avsec under preferential provisions provided that:
- (a) The absence does not exceed four years from the date of resignation or, five years from the date of cessation of duties to take up parental leave.
  - (b) The applicant must:
    - (i) produce a birth certificate for the child;
    - (ii) sign a statutory declaration to the effect that absence has been due to the care of a pre-school child and paid employment has not been entered into for more than 15 hours per week, or other income received during that absence.
- 49.1.1 Where paid employment has been entered into for substantially more than 15 hours per week, at the maximum rate of \$22,379 pa, the eligibility for re-entry under these provisions will be at the discretion of the General Manager.
- (c) An applicant seeking to return to Avsec should give at least 3 months' notice and renew that notice at least one month before the date he/she wishes to return to work, or one month before the expiry of the period in clause 49.1 (a) whichever is the earlier.
- 49.2 Where the applicant meets all the provisions of clause 49.1 above and, at the time of application:
- (a) has the necessary skills to fill competently, a vacancy which is available; and
  - (b) the position is substantially the same in character and at the same or lower salary as the position previously held, then the applicant under these provisions is to be appointed in preference to any other applicant for the position.
- 49.3 Absence for childcare reasons will interrupt service but not break it. The period of absence will not count as service for the purposes of sick leave or annual leave or any other leave entitlement. This provision applies equally to all employees regardless of when the absence for childcare occurred.
- 49.4 There shall be no right of review against the appointment of an applicant under these provisions unless the applicant is appointed to a position at a higher grade than that held at the time of resigning.
- 49.5 If an applicant under these provisions is not appointed to any position within three months after the expiry of the period in clause 49.1 (a) the benefits of these provisions will lapse.
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# SECTION VI: Provisions General

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## 50 Equal Employment Opportunities

The parties are committed to the principle of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis.

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## 51 Access to Collective Agreement

This collective agreement shall be made readily available to all employees.

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## 52 Discipline and Dismissal

52.1 The following principles are to be followed when dealing with disciplinary matters. These principles do not need to be followed in consecutive order:

- (a) The employee must be advised of their right to request assistance and/or representation at any stage.
  - (b) The employee must be advised of the specific matter(s) causing concern and a reasonable opportunity provided for the employee to state any reasons or explanations.
  - (c) The employee must be advised of the corrective action required to amend their conduct and given a reasonable opportunity to do so.
  - (d) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by management.
  - (e) Depending upon the seriousness of the misconduct a first step warning should usually precede a second step warning.
  - (f) The process and results of any disciplinary action is to be recorded in writing, sighted and signed by the employee and placed on their personal file.
  - (g) If the offence is sufficiently serious an employee is to be placed on suspension pending an investigation under clause 52.1 (d).
  - (h) An employee aggrieved by any action taken by the General Manager must be advised of their right to pursue a grievance in terms of the procedures set out under clause 68.
-

## 53 Notice of Termination

53.1 Excluding the case of a surplus staffing situation when the provisions of clause 56 will apply, notice of termination shall be as follows:

- (a) Employment is able to be terminated by either party by the giving of one month's notice of termination for full-time and part-time employees, and by the giving of one week's notice of termination in the case of casual or temporary employees. This shall not prevent the General Manager from summarily dismissing any employee for serious misconduct or some other justifiable cause.
- (b) Where the employment is terminated by either party without the required notice, as specified in clause 53.1 (a), the required period's salary or wages shall be paid by Avsec or forfeited by the employee in lieu of notice, as the case may be.
- (c) Managerial Discretion  
Where the employee does not give the required one month's notice the General Manager will consider upon application, on a case-by-case basis, whether there are sufficient compassionate or other grounds to justify waiving the deduction of, or the forfeiting of monies owed in lieu of notice, or a proportion thereof. This is entirely at the discretion of the General Manager.

This is not available in circumstances where the employee has abandoned their employment under 53.1 (c).

- (d) Abandonment of Employment  
Where the employee is absent from work for more than three consecutive working days without notification to Avsec, and Avsec has taken all reasonable steps to contact the employee to no avail, he/she shall be deemed to have terminated his/her employment without notice. This clause will not apply where through unavoidable circumstances the employee could not notify Avsec of his/her absence.

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## 54 Transfer Expenses

54.1 The following provisions apply in respect of those employees transferred to meet the convenience of Avsec.

54.2 The objective of these provisions is to ensure that the reasonable costs of the transfer are met.

### 54.3 Definition

In determining expenses payable to employees on transfer or new appointees a family is defined as follows:

- (a) all children up to the age of 16 years and all children between the ages of 16 and 18 still living at home and who are at secondary school or a tertiary education institute;



- (b) a partner (provided that no transfer expenses are paid from another source);
- (c) all other persons for whom the employee can be shown to be financially responsible, either for legal or moral reasons, provided that any income they receive is in total, less than the Adult Minimum Wage as set by the Minimum Wage Act 1983 and any amending or substituting legislation;
- (d) special consideration will be given by the employer to any cases where an employee can show that a person living with the employee in the old location and moving with the employee to the new location is in some way in need of the said employee's shelter and support and should thus be considered to be a member of the family for the purposes of these transfer provisions despite the fact that their income exceeds the stated figure.

#### 54.4 Expenses

The employer and the eligible employee may agree, prior to transfer, to alternative provisions in substitution for any or all of the entitlements to transfer expenses to meet the objective of this clause

#### 54.5 Sale and Purchase of Home

Transferring employees who own a home and wish to sell it and repurchase in their new location, will be reimbursed for legal fees incurred on the sale of their old home and the purchase of their new home, including valuation fees. Employees will be reimbursed for the payment of Land Agent's commission on the disposal of their home.

Any penalty mortgage repayment charges due to termination of mortgage shall be refunded to the employee.

#### 54.6 Removal of Personal Property

Avsec will reimburse the costs incurred on removal and delivery of household goods and private vehicle transfer.

Transferring employees will submit three removal company quotations to Avsec, one of which will be approved by the General Manager for use.

#### 54.7 Transit Insurance Cover

Avsec will reimburse the costs of transit insurance to cover the employee's personal effects.

#### 54.8 Destination Travel/Accommodation Costs

Avsec will reimburse the travel costs of transferring an employee and his/her family to the new place of domicile.

If the employee has been unable to find accommodation, Avsec will reimburse the employee for 2 weeks initially extendible up to 2 months on an actual and reasonable basis.

#### 54.9 Transfer Grant

Avsec will make a taxable payment, of \$1,000 to cover all other transfer expenses, which will be paid to the employee with his/her salary.

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## **55 Employees Working Away from Usual Place of Employment**

#### 55.1 Fares and Travelling Time

Where an employee is required to work at a place other than the usual place of employment, the General Manager may - for a period of up to three months - approve the refund of any additional fares required in travelling to work. This provision applies only in the case where the employee is able to return home each night.

55.2 The employer will consider and may approve payment for any additional travelling time involved where hours worked plus the additional travelling time exceed eight for the day.

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## **56 Surplus Staffing Provisions**

#### 56.1 Introduction

- (a) The parties recognise the serious consequences that the loss of permanent employment can have on individual employees and propose to minimise this as far as possible by attrition, reconfirmation, redeployment and/or retraining.
- (b) The parties agree that it is preferable that employees remain in employment.

#### 56.2 Application

- (a) The provisions of this clause shall be invoked when, as a result of the significant restructuring of all or any part of Avsec's operations, Avsec requires a reduction in the number of employees.
- (b) The provisions of this clause shall not apply to any employees engaged on a casual or temporary basis, or employees who are retiring in accordance with Avsec's retirement policy.

#### 56.3 Notification

- (a) The General Manager shall notify any employee likely to be affected by the restructuring situation so that the options in clause 56.4 may be discussed.
- (b) An employee is able to be assisted or represented at any or all stages of the following procedure by another person, group or organisation authorised by the employee for that purpose.

#### 56.4 Options

- (a) The General Manager shall consider the following options for dealing with an affected employee:
  - i. Attrition;
  - ii. Reconfirmation;
  - iii. Redeployment.
- (b) One or more of the options above may not be practical or appropriate for the circumstances of the situation and must be considered carefully in that context.

#### 56.5 Attrition

For the purposes of clause 56.4, attrition is the non-replacement of employees who are promoted or for various reasons cease to be employed by Avsec.

#### 56.6 Reconfirmation

- (a) For the purpose of clause 56.4, reconfirmation occurs when an employee is placed in a position that is in a new or existing structure, or in a new (established as part of the restructuring) or an existing agency.
- (b) The criteria for reconfirmation shall be as follows:
  - (i) The duties in the position are the same (or very nearly the same) as the duties the employee currently carries out.
  - (ii) The salary for the position is the same.
  - (iii) The position has terms and conditions of employment (excluding location), which are no less favourable to the employee.
  - (iv) The location of the position may not necessarily be at the same address or location but should not cause the employee any undue hardship.
  - (v) Selection of the employee to retain the position shall be on the basis of the employee best suited, in the General Manager's opinion, to the position provided that appointments are made from the pool of affected employees. The process shall include consultation with employees concerned.
  - (vi) An employee who declines reconfirmation shall not be eligible for any of the following provisions of clause 56.

#### 56.7 Redeployment

- (a) For the purposes of clause 56.4, redeployment occurs when an employee is placed in an alternative position with the Service and/or its agencies (whether existing or new), or another agency (whether existing or new).

- (b) The offer of any alternative position shall be in writing and shall include information on the location, the salary, and conditions of employment applicable to the position and the schedule of duties for the position.
- (c) An employee who refuses an offer of a suitable alternative position will not be eligible for any of the following provisions of clause 56.
- (d) Subject to clauses 56.7 (d) (i) and (ii), a suitable alternative position is defined as one which has terms and conditions of employment no less favourable than those currently enjoyed by the employee and does not involve a change in duties significant enough as to be unreasonable taking into account the employee's skills, abilities and potential to be retrained.
  - (i) The location of the position may not necessarily be the same but should not cause the employee any undue hardship. Where additional travelling is involved the difference in public transport costs shall be reimbursed for up to 12 months.
  - (ii) If the salary applying to the position is less than that which applied to the employee's former position, the General Manager shall pay an equalisation allowance equal to the difference between the employee's new salary and former salary. The equalisation allowance will be paid for a period of two years from the date of redeployment. The option of a lump sum payment will be available by agreement.
- (e) Where an alternative position is offered which is not a suitable alternative position, in terms of clause 56.7 (d), the terms and conditions of the offer may be subject to negotiation between the employee affected and the General Manager. The employee shall be entitled to decline the offer at any stage prior to agreement without forfeiting his or her entitlement to the following provisions of clause 55.8 of the agreement.
- (f) Where redeployment necessitates relocation of the employee's household, transfer expenses, as set out in clause 54 shall apply.

#### 56.8 Notification of Surplus

- (a) An affected employee not placed by reconfirmation or redeployment is surplus.
- (b) The employer shall give the surplus employee not less than six weeks' notice of the termination of his or her employment. At the employer's discretion, the employee may be relieved from duty at any time during the notice period provided that the unworked period of notice is paid. During this period the employee shall make him or herself available for the purposes of clauses 56.8 (c) and (d) as required.
- (c) Where, during the notice period a suitable alternative position becomes available, in accordance with clauses 56.7 (a) and (b), the employee may be offered that position. Should the employee decline the offer, the provisions of clause 56.7 (c) shall apply.
- (d) During the notice period the employer will consult with the employee about the options in clause 56.9 and any other options that the employer may decide to make available.

- (e) Where the employer and employee do not agree on the options that are made available by the General Manager, the final option of redundancy shall apply.
- (f) Subject to clause 56.8 (c), an employee who finds alternative employment during the notice period may, with the consent of the General Manager, which shall not be unreasonably withheld, terminate his or her employment prior to the expiry of the notice period. An employee who terminates according to this provision and prior to the expiry of the notice period shall not receive payment for the balance of the notice period.

56.9 Option for Surplus Employees

The options that may be made available to a surplus employee include:

- (a) Leave without pay, or
- (b) Retraining, or
- (c) Redundancy.

In the event that any of the above options are made available the conditions, relevant to the option(s) made available, in clauses 56.10, 56.11 and 56.12 shall apply.

56.10 Leave without Pay

Leave without pay shall be granted in accordance with clause 36 and no redundancy shall be payable if an employee cannot be placed upon return from leave without pay.

56.11 Retraining

The employer and the employee will endeavour to identify retraining opportunities that may exist, taking into account the employee's potential for retraining. A retraining programme may then be offered. The terms of such retraining will be subject to discussion and agreement between the employer and the employee.

56.12 Where the employer is unable to offer redeployment to a suitable alternative position, and the employee does not agree to redeployment to a lower graded position, or a position with less favourable terms and conditions the final option of severance shall apply.

56.13 Where the option of severance is applied, compensation shall be paid as follows based on the employee's current total fixed remuneration including regular allowances:

Service Compensation

Up to 1 year	4 weeks' salary
Year 1 - 2	2 weeks' salary
Year 2	2 weeks' salary per subsequent years and pro rata for an incomplete year

- 56.14 The maximum severance compensation payable under this clause is capped at \$50,000. For the purposes of these provisions salary is defined as basic taxable salary plus regular allowances paid on a continuous basis, which either attract overtime and penal time payments or are paid on an hourly basis for all hours worked.
- 56.15 For employees engaged before 1 July 2016, the provisions of the attached Schedule 2 shall apply instead of the compensation arrangements set in 56.13 and 56.14 above.
- 56.16 Service

#### **Current employees as at 1 October 2003**

For the purpose of these provisions, service shall mean current continuous service with Avsec as recognized by the General Manager. Service with the other state agencies will be included where Avsec has agreed to recognise this service. Service will not be recognised if it ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provision of any organisation of the State Sector.

#### **Employees employed after 1 October 2003**

Service within the State sector agencies will not be recognised for redundancy purposes. Cessation leave will be paid in accordance with the following scales, subject to the leave being reduced by the amount of paid anticipated retiring or cessation leave already taken.

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## **57 Access to Personal Files**

- 57.1 Employees have access to their personal files in accordance with the provisions of the Official Information Act 1982 and the Privacy Act 1993.

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## **58 Certificate of Service**

- 58.1 Employees who leave Avsec may be issued at their own request with a Certificate of Service which lists the positions the employee has held but which does not express any judgement on the performance of duties.
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# SECTION VII: General Matters

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## 59 Employee Assistance

59.1 The parties commit themselves to the continuation of an employee assistance programme based on the following statement of principle:

"It is in the best interests of Avsec and the employee that a person with impaired work performance should receive early assistance and at the same time be assured that receiving such assistance will in no way be detrimental to their career. Should it be established that any work performance has been adversely affected by health-related problems, the following will apply:

- (a) Any scheme introduced will be available on a voluntary basis to all employees.
- (b) With the exception of administrative requirements (e.g. leave records and medical certificates, etc.) all discussions and records will remain confidential. There will be no record placed on the personal file of the employee concerned.
- (c) Those participating will be referred to appropriate professional personnel for diagnosis, referred treatment, and/or counselling. Consideration will be given to meeting costs associated with the referral and subsequent assistance under the scheme.
- (d) The employee's entitlement in respect of approved sick leave will apply to any absences related to assistance the employee is receiving under the scheme.
- (e) Entry into the scheme and participation will not adversely affect the employee's future promotional opportunities and no employee will be penalised for having sought assistance with personal problems.
- (f) Security of employment will be maintained for all those participating in and completing a course of treatment.
- (g) Self-referral by an employee will be encouraged and will carry with it the above undertakings.

Where a member of the employee's family has a personal problem and this results in impaired work performance on the part of the employee, use of the scheme will be available to the employee. Avsec will not, however, intrude into an employee's private life."

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## 60 Consultative Committees and Working Parties

### 60.1 Avsec Management/Union Forum

A national consultative committee known as the Avsec Management/Union Forum, comprising representatives of the parties to this agreement shall meet on a quarterly basis on dates to be agreed and scheduled before the commencement of each calendar year or additionally as agreed.

### 60.2 Local Station Consultative Committees (LSCC)

The parties recognise that there are specific local issues, which need to be addressed. As such there will be Local Station Consultative Committees (LSCC) established to discuss matters of concern to the parties. The LSCC's will meet quarterly.

### 60.3 Station Roster Committees

Station Roster Committees shall operate at each station. The purpose of these committees is to ensure efficient, clear and consistent application of rostering practices that support the wellbeing of Avsec staff whilst meeting the operational needs of Avsec.

The Station Roster Committee will review rosters and roster cycles as these apply to the station. Changes may be considered by the committee where these enable Avsec to more efficiently or more effectively meet operational needs without compromising either the safety or wellbeing of staff.

The Station Roster Committee is not a decision making body but can make recommendations to the Station Manager, and the Station Manager will consider these recommendations and report back to the Committee. Unresolved issues, or issues of national importance should be escalated to the Avsec Management / Union Forum.

The Station Roster Committee will not consider day-to-day rostering issues in relation to an individual staff member's roster.

The Station Committees will meet no less than quarterly to discuss shift and rostering issues, and to consider staff suggestions for changes to shift and rostering approaches.

The members of the Roster committees will be equal numbers of elected staff representatives (i.e. Union nominees / delegates and staff representatives), and Avsec representatives. The number of members of the roster committee will vary between 4 – 8 staff (Excluding the Station Manager, or their representative) depending on the size of the station.

The Terms of Reference as Appended as Appendix I.

### 60.4 Working Parties

The parties agree to establish working parties as required to address issues and matters as agreed. The form and function of the working parties shall be as agreed between the Aviation Security Service and NUPE, E tū and PSA, under the oversight of the National Consultative Committee.



## 61 Superannuation

- 61.1 Employees, who joined the Aviation Security Service before 30 June 1992 and who were members of GSF or the National Provident Fund at 30 June 1992, may contribute to the Government Superannuation Scheme pursuant to the Government Superannuation Fund Act 1956; or the National Provident Fund pursuant to the National Provident Fund Restructuring Act 1990.
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## 62 Uniforms

- 62.1 Uniforms, including personal protective equipment, shall be provided, replaced and worn in accordance with policy. Where changes to uniform are proposed, a consultative working group with the unions shall be formed.
- 62.2 All items of uniform shall remain the property of the Aviation Security Service.
- 62.3 A shoe allowance shall be paid to all Aviation Security Officers/Behavioural Detection Officers as at 1 July each year at the rate of \$250.

All shoes or boots worn on duty shall meet the following requirements:

- Designated safety shoes, from a list supplied by Avsec
- Smartly conservative and hard wearing
- Black leather, lace up or court style
- Have heels that do not exceed 3.5cm in height
- Free of adornments such as prominent stitching, buckles or bright (e.g. Yellow or green) laces
- Free of visible metal toe caps

Avsec will apply discretion in respect of the safety shoes worn by the officers. Alternative safety shoes will be considered where officers experience health problems with shoes on the prescribed list.

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# SECTION VIII: Union Facilities

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## 63 Access

The employer permits the union and its representatives to enter the worksite to carry out union business provided the union does so at reasonable times, and in reasonable manner having regard to health, safety and security issues.

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## 64 Union Right to Represent

The union is entitled to represent its members in relation to any matter involving their collective interests. The unions are entitled to represent a member in relation to their individual employment rights.

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## 65 Deductions

The employer undertakes to provide for the collection of union membership fees by automatic deduction from wages/ salaries, when authorised in writing by employees. The amount to be deducted per member will be determined by the union and notified to the employer.

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## 66 Employee Meetings

Employees shall be entitled to attend up to four hours of paid meetings per calendar year. These meetings satisfy the requirements of S26 of the Employment Relations Act. The General Manager must be consulted regarding any request for such a meeting during the term of this agreement, so that arrangements are mutually agreed in respect of date, place and time of such meeting. Payment at the ordinary rate only will be made on proof of attendance. Sufficient employees will remain at work so that Avsec's obligations are maintained during the meeting.

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## 67 Employment Relations Education Leave

- 67.1 The Union is entitled to allocate union members a maximum of five days employer paid leave per individual each calendar year for the purposes of employment relations education, subject to the following formula for determining overall paid leave entitlement that union members are entitled to.
- 67.2 Any employment relations education course must be approved by the Union. The union will discuss the issues with Avsec if the course content is of concern.
- 67.3 The formula below is based on the number of full-time equivalent (FTE) union members as at 1 March in each year this agreement applies.

A full-time union member works 30 hours or more during a week and is counted as 1. A part-time union member works less than 30 hours per week, and counts as one half member for the purposes of calculating the overall FTE figure.

<b>Full-time equivalent employees as at 1 March in each calendar year this agreement applies</b>	<b>Maximum number of days of employment relations education leave that union entitled to allocate</b>
1-5	3
6-50	5
51-280	1 day for every 8 full-time equivalent union members or part of that number
281 or more	35 days plus 5 days for every 100 full-time equivalent union members or part of that number that exceeds 280

67.4 An employee proposing to take leave under this clause must tell his or her manager:

- the dates on which the employee proposes to take the leave; and
- the employment relations education that the employee proposes to undertake during the leave.

Avsec may refuse to allow an employee to take paid leave under this clause if Avsec is satisfied, on reasonable grounds, that the employee taking leave on the dates notified would unreasonably disrupt Avsec's business.

67.5 Avsec will pay to an employee that employee's relevant daily pay in accordance with the Holidays Act 2003 for every day or part day of leave taken under this clause.

# SECTION IX: Settlement of Disputes and Personal Grievances

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## 68. Services Available for Resolution of Employment Relationship Problems

- 68.1 The employee has access to the procedures available for the resolution of:
- (i) Disputes arising from the interpretation, application, or operation of this agreement; and
  - (ii) Any personal grievances arising from their employment with the Aviation Security Service.
- 68.2 Wherever practicable, Avsec endeavours to resolve such disputes or personal grievances informally and without recourse to formal procedures or to external parties or institutions;
- 68.3 However, at any stage the employee is entitled to seek support or assistance from another party in respect of any dispute or personal grievance, and/or to have the matter dealt with formally;
- 68.4 The employee is also entitled to seek the services of Mediation Services provided for this purpose by MBIE and ultimately to have the matter referred to the Employment Relations Authority.
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## 69 Personal Grievances

- 69.1 A personal grievance must be raised within the period of 90 days beginning with the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is the later, unless the Aviation Security Service consents to the personal grievance being raised after the expiration of that period.
- 69.2 In exceptional circumstances the Employment Relations Authority may grant leave for the personal grievance to be raised outside the 90 day time period.

### Procedures for pursuing disputes or personal grievances

- (a) Where the employee has a dispute or grievance as referred to in clause 69.1 of this agreement they may seek a meeting with their manager or manager's representative to discuss the matter.

- (b) If the employee does not wish to hold a meeting, or alternatively, where a meeting has been held but the dispute or personal grievance has not been resolved as referred to in clause 69.1 of this agreement, the employee could request a further meeting, or raise the issue with their Manager or the General Manager, preferably in writing. Avsec will endeavour to respond in writing to any dispute or personal grievance, which has been raised in writing.
- 69.3 If any of the in-house procedures outlined above are unsuccessful in resolving a dispute or personal grievance the employee can contact the Department of Labour Mediation Service through the nearest office of the Department of Labour. If the problem is not resolved at mediation, the employee may ask the Employment Relations Authority or the Employment Court to make a determination.
- 69.4 Where the circumstances fall within the description of discrimination and under the Human Rights Act the employee may choose either to lodge a personal grievance or complain to the Human Rights Commission, but not both.
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## Schedule 1 – Retiring Leave

This schedule applies only to employees covered by this Agreement at 1 July 2016.

1. An employee employed by Avsec on or before 1 February 1999 under a written employment agreement that contained provision for retirement leave will continue to be eligible for that retirement leave in accordance with the terms of that agreement.

In all other cases employees shall be entitled to leaving gratuity as set out below provided:

- (a) The employee has completed ten or more years' service and the General Manager has approved the employee receiving a leaving gratuity; and
- (b) Any compassionate grant made is to be deducted from any leaving gratuity entitlement.

Provided further that for those employees with part-time service leaving gratuity will be calculated on a pro-rata basis according to their record of service.

All service is calculated on the basis of a calendar year.

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					
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	131					

2. (a) An employee who has established eligibility to retire on medical grounds or who is required, on medical grounds, to leave their employment shall be granted a minimum of 65 working days leaving gratuity regardless of length of service, with the exception that an employee with more than 25 years' service may be granted additional leave, in accordance with the table in 1 above.
- (b) For employees whose services are dispensed with through no fault of their own the General Manager will consider granting leaving gratuity in accordance with this table:

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

3. Leaving gratuity may be paid in fortnightly instalments or as a lump sum.
4. An employee who has more than 20 years' continuous service with Avsec may, if the General Manager approves, anticipate leaving gratuity.
5. Grant in Lieu of Leaving Gratuity  
  
On the death of an employee, the General Manager may approve a cash grant in lieu of leaving gratuity to:
  - (a) the surviving partner; or
  - (b) dependent children; or
  - (c) the estate of a deceased employee.

#### **Current employees as at 1 October 2003**

6. Where Avsec has agreed to recognise this service, for the purpose of leaving gratuity the General Manager may, as appropriate, recognise service with other organisations of the State Sector, unless that service ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provisions of that organisation(s).

#### **Employees employed after 1 October 2003**

7. Previous contributory service will not be recognised for retiring leave purposes.



## Schedule 2 - Surplus staffing compensation provisions

The following provisions apply to employees who were covered by this Agreement as at 1 July 2016.

### Redundancy

(a) Where the option of redundancy is applied, surplus employees shall be entitled to compensation payments as follows:

(i) For employees with less than 12 months service, 25% of ordinary pay earned during the period of employment with Avsec.

(ii) For employees with more than 12 months service:

Service	% of Ordinary Pay for the preceding 12 months
1st year	33%
2-19th year	4% for each year worked 0.333% for each month in addition to completed years

(iii) For all employees:

For each dependent child	\$2400
One other dependent person	\$1200

(b) The maximum length of service which will be recognised under provision (a) (ii) is 20 years.

(c) Payments under provisions (a)(iii) are regardless of length of service but are conditional on employees finishing on an agreed date.

(d) Under provision (a) (iii) a dependent child means all children up to the age of 15 years and all children between the ages of 15 and 18 years who are not:

(i) in paid employment; or

(ii) in receipt of a state benefit; or

(iii) in receipt of a basic grant or an independent circumstances grant under the Student Allowances Regulations; and including those for whom employees are paying maintenance in terms of Ministry of Social Development requirements and those for whom liable parent contributions are made. Where both parents are declared surplus only one parent can claim for dependants. It is the employees' choice as to which one claims.

(e) Under provision (a) (iii) one other dependent person means one person (other than a dependent child) who is dependent on the employee and receives a gross annual income of less than \$22,500 per annum.

- (f) Redundancy payments shall be calculated on the basis of the employee's ordinary pay for the 12 month period prior to termination, or in the case of employees with less than 12 months service, on the basis of the employee's ordinary pay earned since employment commenced.
- (g) For the purposes of these provisions, 'ordinary pay' is defined as basic taxable salary, plus penal payments, or allowances in lieu thereof for those employees working shift hours of work.

Current employees as at 1 October 2003

- (i) For the purpose of these provisions, service shall mean current continuous service with Avsec as recognized by the General Manager. Service with the other state agencies will be included where Avsec has agreed to recognise this service. Service will not be recognised if it ended with the employee accepting redundancy or enhanced early retirement under any restructuring/surplus staffing provision of any organisation of the State Sector.

Employees employed after 1 October 2003

- (ii) Service within the State sector agencies will not be recognised for redundancy purposes. Cessation leave will be paid in accordance with the following scales, subject to the leave being reduced by the amount of paid anticipated retiring or cessation leave already taken.

Current employees as at 1 October 2003

- (i) For the purposes of cessation leave, service shall mean current continuous service with Avsec if recognised by the General Manager.

Employees employed after 1 October 2003

- (ii) Service with other state sector agencies will not be recognised for redundancy purposes.

<b>CESSATION LEAVE FOR EMPLOYEES WITH LESS THAN 20 YEARS SERVICE</b>	
Qualification Required	Amount of Cessation Leave
Completion of 15 years' service	65 days
Completion of 10 and under 15 years' Service	44 days
Completion of 5 and under 10 years' Service	22 days
Under 5 years' service	Nil

<b>CESSATION LEAVE FOR EMPLOYEES WITH 20 YEARS OR MORE SERVICE</b>						
Months	0	2	4	6	8	10
Years	Days					
20-24	65					
25	65	66	66	67	68	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	117	119	119	120
38	121	121	122	123	124	125
39	125	126	126	127	128	129
40	131					

Outstanding annual leave and long service leave may be separately cashed up.

## Terms of Reference for Station Shift and Roster Committees

### Overview

The overarching goal of the Station Shift and Roster Committees (SSRC's) is to ensure the “**efficient, clear and consistent application of rostering practices that support the wellbeing of Avsec staff whilst meeting the operational needs of Avsec**”.

### Role / Objective

Each SSRC will review rostering practices and systems in relation to their station and make such recommendations as may be considered warranted to the respective Station Manager.

The SSRC will:

1. Examine general rostering practices across the station to identify if there are any issues.
2. Analyse any issues raised by staff with regards to station rostering practices, but not issues raised by staff relating to their individual roster.
3. Provide recommendations to the Station Manager arising from the SSRC's considerations of rostering practices within the station.
4. Undertake a review every 12 months of the stations “exception locations” in respect of clause 8.6 (Distant Duties) under Hours of Work.
5. Ensure any recommendations are consistent with Avsec's stated approach to rostering. If there are perceived difficulties with Avsec's stated approach to rostering the SSRC will detail the areas of difficulty and provide recommendations for resolution to the Station Manager.

### Role Restrictions

The following matters are not within the scope of the Station Shift and Roster Committees:

- Day-to-day rostering issues (e.g. Personal requests for particular shifts or changes to a staff member's roster).
- Avsec pay and conditions (e.g. Collective Agreements and terms and conditions such as salary, allowances, hours of work and Rest and Meal Breaks).
- Leave issues except where the SSRC is concerned about how rostering practices may affect leave practices and principles.

### Membership

- Up to 4 Union and staff representatives
- Up to 4 Avsec representatives
- The Station Manager, or the Station Manager's representative.

The number of members of the roster committee will vary between 4 – 8 staff in total (Excluding the Station Manager, or their representative) depending on the size of the station.