



ACADEMIC STAFF

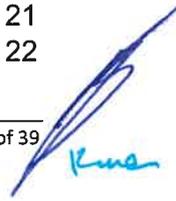
COLLECTIVE EMPLOYMENT AGREEMENT

1 July 2018 to 30 June 2020



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Part One: Application

1. PARTIES

The parties to this agreement are:

- (a) The Vice-Chancellor of Lincoln University ("*the employer*").
- (b) The Tertiary Education Union (TEU).

2. COVERAGE

- (a) (i) Subject to 2(b), this agreement shall apply to those employees who are members of the TEU and employed as an academic staff member. Normally academic staff will have one of the following titles: Professor, Associate Professor, Senior Lecturer, Lecturer, Assistant Lecturer, Principal Research Officer, Senior Research Officer, Research Officer, Senior Tutor, and Tutor.
- (ii) This includes Maori specific roles. Normally such roles will be aligned to a job type listed in (i) above, except where different conditions are specified.
- (b) The provisions of this agreement shall apply to both continuing and fixed term employees, except where different conditions are specified.
- (c) The following employees are excluded from coverage:
 - (i) academic staff holding senior management positions, such as Centre Director or Faculty Dean, or a position in the Vice-Chancellor's office.
 - (ii) casual employees.
- (d) The Academic Staff collective agreement will be offered to all new employees who meet the stated coverage criteria.

3. TERM OF AGREEMENT

This Agreement shall be deemed to have come into force on the 1st day of July 2018 and shall continue in force until the 30th day of June 2020.

4. UNION RECOGNITION

The employer recognises that the unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. The employer has an interest in the unions being well organised and effective in the employment relationship. The employer will allow union representatives reasonable paid time, subject to operational requirements and agreement by their line manager, to carry out their union roles within and beyond the workplace.

5. DEFINITIONS

Unless the context otherwise requires:

- (a) "**Salary**" means the salary component of the total remuneration package payable by the employer to the employee under Schedule A of this agreement;
- (b) "**Day**" means the period from midnight to the next succeeding midnight;

- (c) "**Week**" means five working days in the case of an employee who normally works five days in each week.
- (d) "**Continuing employment**" means an employee working on a continuing basis, as opposed to a fixed term, whether part or full time.
- (e) "**Fixed term employee**" means an employee engaged for a specified period or for a specified project, where the employer has genuine reasons based on reasonable grounds for employing the employee in this way.

Part Two: General

This agreement is made pursuant to the Employment Relations Act 2000.

6. PERSONNEL POLICY PRINCIPLES

The parties to this agreement recognise the goals and role of Lincoln University as set out in the Education Act 1990 and the University Charter. The parties also recognise the University's obligations to be a good employer as set out in sections 77A and 77D of the State Sector Act annexed as Schedule C to this Collective Agreement and affirm the principles of EEO set out in s.77D. The employer will provide opportunities for training in EEO for managers and interested staff.

7. OBJECTS

- (a) This agreement supersedes any previous agreements, contracts, arrangements, understandings, customary practices or individual terms of employment that may have applied before the signing of this agreement and no such matters will be recognised as a term of this agreement unless they:
 - (i) are set out in this agreement; or
 - (ii) are set out in the letter from the Human Resources Manager dated 31 May 1999 confirming individual conditions of employment recognised as additional to those in this agreement, or
 - (iii) have been agreed subsequent to the signing of this agreement and recorded in writing to take effect as individual terms and conditions which are not inconsistent with anything in this agreement.
- (b) As a term of this agreement all employees shall abide by any policies, rules and procedures that the employer currently has in place or as may be amended or further issued from time to time. The employer shall publish such policies and rules and procedures so those employees shall have a reasonable opportunity to be aware of such matters.
- (c) Each employee shall have a job description which will set out the duties and responsibilities of the position for which they are employed under this agreement.
- (d) The employee will perform the duties in their job description, together with any other duties which the employer might reasonably ask them to carry out, having regard to their skill, training and qualifications.
- (e) The employee shall honestly, diligently and to the best of their ability, carry out their duties under this agreement and comply with the terms of it.

8. INDEMNITY FROM CLAIMS

An employee is indemnified against actions, suits, proceedings, damages, costs and expenses incurred as a result of advice or services given by the employee in the course of their employment and in the name of Lincoln University provided that the employee has:

- (a) acted in good faith within the terms of their authority; and
- (b) provided advice or services using the care, diligence and skill that a reasonable person in that occupation or profession exercising the best of their professional knowledge would have used.

9. EXPENSES

- (a) The employer will reimburse employees for all reasonable expenses incurred in the performance of their work under this agreement following the production of relevant invoices or receipts by the employee. Where practicable employees shall obtain prior approval for incurring those expenses from their Director/Manager or their designate.
- (b) If an employee is authorised to use their private motor vehicle for official business, a motor vehicle allowance will be paid at the appropriate rate specified in the Mileage Rates released from time to time by the University.

10. HOURS OF WORK

- (a) Employees will work such hours as are reasonably required to fulfil their duties as an academic staff member of Lincoln University. Employees will not normally be required to work outside the hours of 7am to 9pm, or for more than five consecutive days in any week. In determining hours to be worked, the employer will have regard to its obligation to be a good employer, its work and family policy, academic staff workload allocation guidelines, and established practices for meeting the responsibilities and duties of the job.
- (b) The parties acknowledge that the collegial nature of academic work requires the regular presence of the employee at the University. This includes attendance for scheduled teaching and meetings, examinations, research seminars and other similar activities, and so that students and other staff have access to them. It is recognised that from time to time, the employee may wish to work from outside the University campus for the purpose of attending meetings, or performing such work as examination or thesis marking, preparation and planning or research. At such times the employee shall notify their manager as to their absence from campus and how they can be contacted.

11. ENGAGEMENT IN OTHER ACTIVITIES

- (a) Employees cannot accept any professional appointment outside Lincoln University, or engage (directly or indirectly) in any private or commercial activity which conflicts with, or has the potential to conflict with, the employee's duties pursuant to this agreement, without the written approval of the employer. Where an employee obtains the employer's approval to engage in other activities, those activities will be dealt with in accordance with the relevant policy and procedure of the employer. Such approval will not be unreasonably withheld.
- (b) Employees are free to accept fees for occasional examining, literary work and broadcasting arising out of or in connection with University duties.

12. CONFIDENTIALITY

- (a) Employees will not, either during the term of this agreement or at any time after the agreement has ended:
 - (i) divulge or communicate to any person any confidential information of Lincoln University which has come to their knowledge in the course of the performance of their duties under this agreement; or
 - (ii) use or attempt to use any such confidential information for their own personal benefit or the benefit of any other person or organisation or in any other way than in accordance with their duties; unless it is necessary for the employee do so for the

proper performance of their duties under this agreement, or if the employee is required by law to do so.

- (b) For the purpose of the above subclause, Lincoln University includes Lincoln Agritech Limited, Lincoln Hospitality Limited and Lincoln International 1995 Limited.

13. HEALTH AND SAFETY

- (a) The employer and employee shall comply with legal requirements in safety, health and welfare matters.
- (b) It shall be the responsibility of the employer to give the highest level of protection that is reasonably practicable, to manage risk arising in the workplace and to provide adequate and sufficient safety equipment.
- (c) It shall be the responsibility of an employee to work safely and report any hazards, accidents or injuries immediately to their supervisor.
- (d) The employer shall take all reasonably practicable steps to ensure that an employee is instructed in the use and need for safety clothing and equipment. An employee shall be under an obligation to make appropriate use of safety clothing and equipment provided by the employer.
- (e) An employee must ensure that safe working practices are observed at all times.

14. WORK AND FAMILY POLICY

The University is committed to a family friendly work environment and as such, flexible work arrangements including job sharing, may be available with the agreement of the University.

15. JURY SERVICE

- (a) Leave for jury service may be taken either:
 - (i) as part of the employee's annual leave entitlement, in which case the employee may retain the juror's fee; or
 - (ii) on full pay, in which case the employer shall be entitled to receive payment of the juror's fee from the employee.
- (b) Where the jury service is on full pay, the employee shall provide the employer with details of the juror's fee and expenses received.

16. ACCIDENT COMPENSATION

If an employee is unable to work under this agreement as the result of an accident (as defined in the Injury Prevention, Rehabilitation and Compensation Act 2001), Lincoln University will continue to pay the difference between the compensation rate received by the employee and the employee's ordinary fortnightly salary. This amount may be debited against the employee's special leave entitlement. This arrangement will be reviewed when an employee has been off work for a period of 12 weeks.

17. UNION MEETINGS

- (a) The employer in each calendar year shall allow each employee who has nominated the TEU as their representative to attend up to two meetings on ordinary pay, each meeting being of no greater than two hours duration.
- (b) The TEU shall give the employer not less than 14 days' notice of the time and place of any such meeting.
- (c) The TEU shall make such arrangements with the employer as may be necessary to ensure that University business is consistently maintained throughout the duration of any meeting, including where appropriate, agreeing an arrangement for sufficient employees to remain available to the employer for the purpose of maintaining essential services to the employer's clients.

18. RIGHT OF ACCESS

An authorised officer of TEU shall, be entitled to enter at all reasonable times upon the premises for the purpose of recruiting new members, interviewing any workers represented by the TEU or enforcing this agreement, but not so as to interfere unreasonably with the employer's business.

19. ACKNOWLEDGEMENT OF TE TIRITI O WAITANGI

A copy of Te Tiriti o Waitangi is included in this collective agreement (Schedule D).

20. RECOGNITION OF TIKANGA MĀORI AND TE REO MĀORI SKILLS

In recognition of tikanga Māori and te reo Māori skills, the employer shall, for remuneration purposes, take into account proficiency in te reo Māori and tikanga Māori where the needs of the job require such skills.

Where employees are called on by Lincoln University to use tikanga Māori, te Reo Māori or other language skills or cultural protocols in circumstances outside of their job requirements and where such duties are above and beyond the normal requirements of the employee, Lincoln University will recognise such contributions within the performance appraisal and salary review/promotions process or as professional development.

21. ACKNOWLEDGEMENT OF MĀORI EMPLOYEES

The employer is committed to the principles of Te Tiriti o Waitangi. The employer recognises the importance and dual accountability of Māori employees to their employer, and their whānau, hapū and iwi by:

- a) Providing a working environment that supports and validates the cultural beliefs, practices and aspirations of Māori employees.
- b) Providing opportunities for Māori employees to undertake further training with the aim of ensuring equity of access to promotions and professional development.
- c) Acknowledgement of cultural duties Māori staff may undertake over and above their designated role as staff within their own discipline areas.

- d) Acknowledgment that many Māori students may require additional pastoral care and academic support from Māori staff.
- e) Acknowledgement that Māori specific roles are valued and supported by the University.
- f) Acknowledgement that iwi, hapū and whanau may be involved in the support of Māori staff.
- g) Providing opportunities for collaborative engagement with iwi, hapū and whānau in respect of University processes, policies and procedures which may impact Māori staff and Māori specific roles.
- h) Ensuring that the University processes and procedures on all issues which affect tangata whenua meet the University's obligations in respect of Te Tiriti o Waitangi.
- i) Ensuring that Māori employees have the opportunity to attend TEU hui-ā-motu, te uepū/caucus and other activities for Māori within their union as may occur from time to time. Attendance will be negotiated between the employer and the employees concerned, with due regard to the operational requirements of the employer.

22. PROFESSIONAL FEES AND REGISTRATIONS

Professional fees and fees associated with the membership of a professional organisation will be paid by the employer where it is agreed that such fees are required in order for the employee to fulfil the requirements of their position.

23. EYE-TESTS

- (a) Continuing employees shall be entitled to an eye test at the employer's expense, reimbursable up to a maximum of \$60.00. Further tests shall be provided at not less than two yearly intervals upon application to the employer. If the test discloses that prescription eyewear is required or that eyesight has deteriorated, then the actual cost of prescription eyewear (up to \$250.00) will be met by the employer by reimbursement.
- (b) The employer shall not be liable for reimbursement of prescription eyewear costs when the prescription identified as being required is the same as that of the most recent prescription for the employee.
- (c) The maximum reimbursement allowed for prescription eyewear will be \$250.00.

24. COMMUNICATION DURING BARGAINING

Unless parties agree otherwise in the Bargaining Process Agreement, when bargaining is next initiated to renew this collective agreement, the parties agree that only the union will communicate directly with union members about that bargaining, with the exception of any requirement on the employer under s43 of the ERA.

Part Three: Remuneration

25. COMPENSATION POLICY

- (a) Lincoln University operates a total compensation approach to the remuneration of employees, where an employee's total compensation cost includes the cost of the salary plus the cost of any benefits paid to employees, ("the total compensation package").
- (b) The total compensation package received by an employee pursuant to this agreement shall be deemed to fully compensate the employee for all time worked and duties performed under this agreement.
- (c) Salary will be paid fortnightly in arrears by direct credit to a bank account nominated by the employee.
- (d) Deductions may be made from the employee's wages for time lost due to sickness, accident, the employee's default or leave without pay which has been agreed to between the employer and employee or, with the employee's written consent, to remedy an incorrect overpayment made to an employee. An employee shall not unreasonably withhold their consent.
- (e) Employees may belong to the New Zealand University's Superannuation Scheme (NZUSS) or the Government Superannuation Fund in accordance with the provisions of the respective schemes. If an employee is a subsidised member of either scheme, the cost of the employer contribution to the scheme will form part of the overall value of the employee's compensation package. If an employee joins the NZUSS scheme during the term of this agreement, the employer shall be entitled, at its discretion, to make a reduction in the employee's salary rate so that the employee's joining of the scheme is cost neutral to the employer.
- (f) At the request of the employee, the employer shall deduct TEU subscriptions from the employee's pay at the rate advised from time to time by the TEU and shall remit such deductions to the TEU in a manner agreed upon between the TEU and the employer. The employer shall provide to the relevant union, at least quarterly and in electronic form, a list of all employees from whom union deductions are made.
- (g) The employer may at its discretion offer payment additional to the approved salary for reasons of recruitment and retention, or to recognise special duties or achievements.

26. REMUNERATION REVIEW

Each employee's remuneration will be reviewed annually using the relevant criteria contained in the Annual Salary Review and Annual Promotions Procedures.

Part Four: Leave

Employees are entitled to leave on the following basis:

27. ANNUAL LEAVE

- (a) An employee shall, after the completion of each year of service, be entitled to five weeks annual leave each year. Annual leave is managed in accordance with the Holidays Act 2003 and its amendments.
- (b) The employer may direct an employee to take outstanding annual leave but as, far as practicable, the employee's wishes in the matter are to be considered.
- (c) Employees may be permitted to anticipate up to two weeks of their annual leave entitlement in any one leave year, subject to repayment if necessary.
- (d) The employer encourages employees to use leave in the year in which it is accrued. This is because it is desirable for employees to have periods of rest and recreation away from the University.
- (e) Employees must receive approval from the Centre Director, Faculty Dean or Head of Department prior to taking annual leave. Employees are to take annual leave at a time that will not unreasonably impinge on the performance of their duties. Employees are entitled to take at least two weeks of their annual entitlement as an uninterrupted period of leave.
- (f) If annual leave is not used in the year it is granted, it may accumulate and reach excessive levels (25 days/187.5 hours) which would require a specific leave plan to be agreed with, and monitored by, the employee's Centre Director, Faculty Dean or Head of Department.
- (g) Employees who were party to the Collective Employment Agreement which expired on 30 June 2016 will have their six week annual leave entitlement preserved (less any University days that have been taken in the most recent leave year) for the sole purpose of cash up of leave on termination of employment, provided their departure from the University is within the term of this collective agreement. For part-time staff, annual leave on termination will be offset by University days which have been paid and fell on a 'normal day of work'.

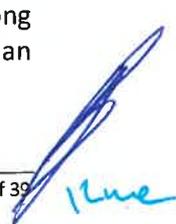
Fixed Term Employees Only

- (h) Employees on fixed term employment agreements are eligible for Annual Leave in accordance with the Holidays Act 2003 and its amendments. At the end of an employee's employment, any leave owing will be paid to the employee at the rate of 8% of their gross earnings.

28. LONG SERVICE LEAVE

Assistant Lecturers, Lecturers, Senior Lecturers, Associate Professors, Professors Only

- (a) Employees on continuing employment, other than Research Officers and Tutors (all grades), will have a Long Service Leave entitlement calculated on their continuous service with Lincoln University at 30 April 1999. If the service is less than 20 years the amount will be the pro rata of 20 days for 20 years completed continuous service. The entitlement will then be frozen until such time as the employee completes 20 years continuous service with the employer. Once that service threshold has been reached the prorated amount of Long Service Leave will be available to use within the next five years. In the event that the Long Service Leave is not taken during the five years it will be forfeited, unless the Human Resources Director has approved it for carry over beyond 25 years.



- (b) Accrued Long Service leave will not be cashed when an employee ceases service with the employer prior to completing 20 years continuous service with the employer.

Research Officers and Tutors Only

- (c) Research Officers and Tutors on continuing employment shall be entitled upon completion of each 20 years of consecutive service with Lincoln University, to a special holiday of four weeks. Such special holiday shall be taken within five years of the entitlement falling due. In the event that the Long Service Leave is not taken during the five years it will be forfeited, unless the Human Resources Director has approved it for carry over beyond 25 years.

Fixed Term Employees Only

- (d) Employees on fixed term employment are not entitled to long service leave.

29. PUBLIC HOLIDAYS

- (a) In addition to annual leave, employees will be entitled to the following public holidays in accordance with the Holidays Act 2003 and its amendments, provided they fall on a day that the employee would normally be required to work: Christmas Day, Boxing Day, New Year's Day, the second of January (or some other day in its place), Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Birthday of the Reigning Sovereign, Labour Day, and Canterbury Show Day.
- (b) An employee who is required to work on one of the days referred to in subclause (a) of this clause, on a day that would otherwise be that employee's ordinary working day, shall be paid for the time worked on the public holiday at time and a half and shall be entitled to a paid day in lieu of the holiday. It would not normally be expected for a staff member to work on a statutory holiday and they must get permission from their manager before doing so.

30. UNIVERSITY HOLIDAYS

The employer shall prescribe the last working day before Christmas Day, the three working days between Christmas Day and New Year's Day and Easter Tuesday as University Holidays for employees in continuing employment.

31. CHRISTMAS CLOSURE PERIOD

Lincoln University has a closure each year during the Christmas/New Year period. This closure will normally be of around 2 weeks duration including Statutory and University Holidays. The dates will be determined each year according to the University's operational needs, the academic semesters and the fall of the seasonal holidays. A memorandum (the wording of which was agreed with the TEU¹) will be sent out to staff in June each year advising of the closure period dates and the various terms and options around taking leave and being excluded from taking leave.

¹ Refer to wording in Memorandum to All Staff dated 27 June 2016 and entitled "Christmas and New Year 2016/2017 Arrangements" <http://hub.lincoln.ac.nz/hr/SitePages/Leave.aspx>

32. SICK AND DOMESTIC LEAVE

Continuing Employees Only

- (a) These sick leave provisions apply equally when the employee is unable to attend work due to illness, and when the employee is required to attend to their child, partner or family member who through illness or injury becomes dependent on the employee.
- (b) Employees are entitled to sick leave on pay on an "as and when required" basis.
- (c) The employee should notify absence due to sick leave to their supervisor as early as possible and, whenever practicable, within thirty minutes of normal starting time. A sick leave form will be completed for each period of sick leave. A medical certificate will be required for all absences in excess of five consecutive working days, and may be required for absences of shorter periods.
- (d) When an employee is in receipt of earnings related compensation (as defined by the Injury Prevention, Rehabilitation and Compensation Act 2001) sick leave on pay shall be based on the difference between the compensation received and the normal salary of the employee.
- (e)
 - (i) If an employee is absent from work for 150 days or more in any 12 month period, the employer is entitled, after consultation with the employee and/or their representative, to terminate the employment by giving the employee written notice of one month, or payment in lieu thereof. Before making a decision as to whether or not to terminate employment the employer will give consideration to other options such as retirement on medical grounds, an extended period of leave on reduced pay or without pay, or reduced duties.
 - (ii) The employer is entitled to canvass and explore options for the employee's rehabilitation back into the workplace prior to the expiry of the 150 day period specified above.
- (f) When an employee is rendered incapable of the proper performance of their responsibilities and duties required under this agreement as a result of mental or physical illness or injury, the employer may terminate their employment by giving not less than three months' notice to the employee.
- (g) The employer may require the employee to undergo a medical examination by an appropriate medical practitioner nominated by the employer in the following circumstances:
 - (i) The employer requires a medical clearance prior to the employee returning to work after a period of absence due to a medical condition.
 - (ii) The employer has reasonable grounds to believe the employee's medical condition is having a detrimental impact upon the employee's ability to perform their duties.
 - (iii) The employee is claiming their medical condition is work related.

The employer will meet all costs of the medical examination. The employer shall consider any reports or recommendations made available to the employer as a result of that examination and any other relevant medical reports or recommendations which may be given to the employer by or on behalf of the employee.
- (h) The employer will take the above (g) steps before taking any action under (e) and (f) above.
- (i) When illness occurs during annual or long service leave, the employer may permit the period of illness to be taken as sick leave, provided the period of sickness is more than five days and a medical certificate is produced showing the nature and duration of the illness.

Fixed Term Employees Only

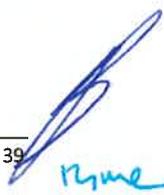
- (j) Employees shall be entitled for each period of twelve (12) months, to two weeks sick/domestic leave. For employees employed for less than 12 months, this entitlement will be prorated as follows:

Length of Service	No. of Days
0 – 2 months	2
2 – 3 months	4
4 – 5 months	1 week
6 – 12 months	2 weeks

- (k) This leave may only be taken when:
- (i) the employee is sick; or
 - (ii) the spouse/partner of the employee is sick; or
 - (iii) a dependent child or dependant parent of the employee or of the employee's spouse/partner is sick.
- (l) The employee will notify their manager if they are to be absent from work due to illness or injury, such notification to be as early as reasonably possible. A sick leave form will be completed for each period of sick leave. A medical certificate will be required for all absences in excess of five consecutive working days, and may be required for absences of shorter periods.
- (m) Sick/domestic leave may accumulate. Where an employee has employment renewed immediately following the expiry of their fixed term, unused sick leave will be carried over to the new term of employment.
- (n) Sick/domestic leave shall be paid in accordance with the Holidays Act 2003 (or its successor or amendments).
- (o) The provisions contained in this clause are inclusive of the entitlements contained in the Holidays Act 2003 and its amendments.

33. BEREAVEMENT/TANGIHANGA LEAVE

- (a) Employees shall be granted bereavement leave on pay to discharge their obligation, or pay their respects, to a deceased person with whom they have had a close connection.
- (b) For the purposes of this clause such obligations may exist because of blood or family ties, or because of particular cultural requirements such as attendance at a Tangihanga or its equivalent. This shall include leave to attend hura kohatu (unveilings), kawē mate (re-enactment of tangihanga), and maumaharatanga (memorial services).
- (c) In granting bereavement leave and in assessing the appropriate period for which paid bereavement leave entitlement should exist, the employer, taking into account matters of cultural significance, may place such terms and conditions upon the grant of leave as the employer, after consultation with the employee, deems necessary. Such leave will be no less than the requirements under the Holidays Act 2003 or its amendments.
- (d) Nothing in this clause shall prevent the employer granting annual leave, or leave without pay - in lieu of paid leave - where special circumstances exist.



- (e) Where an employee is absent on any other type of leave at the time bereavement leave is applied for, the employer may authorise bereavement leave to run cumulatively upon such other period of leave that the employee is absent on.

34. PARENTAL LEAVE

- (a) Parental leave is leave without pay, except as provided in (h) below.
- (b) Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Subclauses (c) and (d) below are intended to reflect the provisions of the Parental Leave and Employment Protection Act 1987.

Continuing Employees Only

Entitlement and Eligibility

- (c) Employees of the University are entitled to parental leave in the following circumstances:
- (i) In respect of every child born to them or their partner.
 - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
 - (iii) Leave up to 52 weeks may be granted to employees with at least one year's service since commencement or their return from Parental Leave. For those with less than one year's service since commencement or their return from Parental Leave, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the employees exclusively or it may be shared between the employees and their partners either concurrently or consecutively. This applies whether or not one or both partners are employed in the University. Each employee must take their leave in one continuous period.
 - (iv) 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.
 - (v) Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner/lead maternity carer/Whaangai certifying the expected date of delivery. Special and medical circumstances will be taken into account.
 - (vi) All employees absent on parental leave are required to give at least one month's notice of their intention to return to duty.
- (d) In addition to parental leave:
- (i) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
 - (ii) A male employee may take a continuous 14 day period on leave without pay as 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.

Job Protection

- (e) (i) An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one they occupied at the time of commencing parental leave.
- (ii) A similar position means a position:
- at the equivalent salary and grading,
 - on the same university campus, and
 - involving responsibilities broadly comparable to those exercised in the previous position.
- (f) When an employee goes on parental leave, an employer must as first preference hold the employee's position open (Note: this includes filling it temporarily), but if the employer needs to fill the position permanently, 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 employer may approve an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available, or
- (iii) where extended parental leave as provided above 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

Deployment

- (g) When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same university deployment provisions that would apply to other staff members who are part of the same surplus will apply.
- (h) Any employee on parental leave must be notified if their position is to be disestablished as a result of a staffing surplus.

Paid Parental Leave

- (i) Where an employee who has at least 12 months continuous employment and is entitled to up to 52 weeks parental leave goes on parental leave, they will continue on pay for the first six weeks of the leave. This payment is inclusive of any statutory requirement for the employer to provide payment for parental leave.
- (j) An employee who is absent on parental leave for less than six weeks (30 working days) will receive that proportion of the payment that their absence represents in working days.
- (k) 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 Human Resources Director.
- (l) Where Lincoln University employs both parents, the combined total amount of paid leave taken by both parents will not exceed six weeks.

Re-entry after Absence Due to Child Care

- (m) Permanent employees may resign from the university in order to care for pre-school children and be entitled to the preferential provisions for re-employment set out in this clause.

- (n) The provisions of this clause do not apply to an employee whose absence exceeds four years from the date of resignation or five years from the date of resignation when an employee either takes or has an entitlement to 52 weeks parental leave at the time of resigning.
- (o) An applicant shall produce a birth certificate of the pre-school child; and sign a statutory declaration stating that absence has been due to the care of a pre-school child and paid employment has not been entered into or other income received during that absence.

NOTE: Where paid employment has been entered into for substantially more than 15 hours per week, or other income earned at a rate in excess of \$23,700, eligibility of re-entry under these provisions will be at the discretion of the employer.

- (p) (i) An applicant shall give the employer at least three months' notice in writing, before the expiry of the period prescribed in subclause (n) of this clause, of their wish to be re-employed.
 - (ii) The applicant shall forward the statutory declaration with this notification.
- (q) On receipt of the applicant's notice, prescribed in subclause (p) of this clause, the employer shall advise the applicant in writing if the employee meets the criteria of this clause.
- (r) Where the applicant meets all the provisions in subclauses (n) to (p) of this clause, the applicant shall be appointed in preference to any other applicant for a position if at the time of the application the applicant:
 - (i) has the necessary skills to fill competently a vacancy at the University.
 - (ii) the position is substantially the same in character and at the same or lower salary and grading as the position previously held.
- (s) On the appointment to a position in accordance with this section, the employee's previous service with the employer will be deemed to be continuous service for the purposes of the employee's entitlement to leave in accordance with this agreement. The period of absence will not count as service with the employer for the purpose of any leave entitlements.
- (t) If, at the time of resignation, the Government Superannuation Fund Board was notified to retain superannuation contributions, appointees under these provisions may re-activate superannuation but will not be entitled to purchase the period of childcare absence as contributory service and will not be required to maintain contributions in respect of the period of absence.
- (u) If an applicant is not appointed to a position within 12 months of the period specified in subclause (n) of this clause the benefits of these provisions will lapse.

Fixed Term Employees Only

- (v) Employees on fixed term employment are eligible for parental leave in accordance with the provisions of the Parental Leave and Employment Protection Act.

35. EMPLOYMENT RELATIONS EDUCATION LEAVE

- (a) Employees who are TEU or PSA representatives shall be granted Employment Relations Education Leave as set out in Part 7 of the Employment Relations Act and notified by the relevant Union as per clauses 75 and 76 of the Employment Relations Act. Failure to comply with this requirement will result in one twelfth of the Employment Relations Education Leave being forfeited for each complete month that the failure continues.

- (b) An eligible employee proposing to take Employment Relations Education Leave must tell the employer not less than 14 days before the first day of such leave:
 - (i) that the employee proposes to take that leave; and
 - (ii) the dates on which the employee proposes to take that leave; and
 - (iii) the employment relations education that the employee proposes to undertake during that leave.
- (c) The employer may refuse to allow an eligible employee to take Employment Relations Education Leave if the employer is satisfied, on reasonable grounds, that the employee taking Employment Relations Education Leave on the dates notified would unreasonably disrupt the employer's business.
- (d) In the event that the Employment Relations Education Leave entitlements are removed from legislation, the representative education leave provisions contained in clause 30 of the Lincoln University Collective Employment Contract for General Staff with the term 1 February 1999 to 28 February 2001 will apply.

36. LEAVE FOR MAORI LAND COURT AND WAITANGI TRIBUNAL HEARINGS

Where a staff member is required as a witness, to lend expertise or to present a case on behalf of their whanau, hapu, or iwi, to attend the Maori Land Court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, they shall be entitled to paid leave of up to 10 days per year. An application justifying the basis on which this leave is sought is required.

37. DOMESTIC VIOLENCE LEAVE

In this clause, domestic violence has the same meaning as defined in the Domestic Violence Act 1995. The Employer recognises that Employees sometimes are affected by domestic violence in their personal life that may affect their attendance, performance and/or safety at work. The employer is committed to supporting employees who are affected by domestic violence. Subject to the procedures set out in Part 6AB of the Employment Relations Act 2000 Lincoln University may grant an Employee affected by domestic violence up to 10 days paid leave or flexible working arrangements on such terms and conditions as are appropriate. Examples of reasons for granting leave include the Employee attending medical appointments, legal proceedings and counselling sessions. The Employer may also grant an Employee who supports a person affected by domestic violence special leave to accompany that person to Court, to hospital, or to mind their children while they attend these appointments. This leave is inclusive of any entitlement to domestic violence leave under the Holidays Act 2003 (which provides for up to 10 days of such leave each year)

Part Five: Performance Management and Development

38. PERFORMANCE MANAGEMENT

The Director/Manager, or designate, will negotiate annually with each employee, performance objectives for the forthcoming year. These performance objectives will be recorded in writing.

39. PROFESSIONAL DEVELOPMENT

- (a) Each employee and their Director/Manager will negotiate professional development goals annually. The professional development goals will be recorded in writing.

- (b) Employees shall be eligible for study leave in accordance with the University's study leave policy and procedures. Study leave is provided to advance the development of the employee and the mission and objectives of the University. The provision of study leave to the employee is at the discretion of the Vice-Chancellor.
- (c) Study Leave will accrue at the rate of 61 days per annum from the date of initial appointment, or on return to duty from the last period of study leave, subject to a maximum accumulation of 365 days at any one time.
- (d) Employees shall be eligible for conference leave in accordance with the University's conference leave policy and procedures.

Fixed Term Employees Only

- (e) Employees on fixed term employment are not eligible for study leave as outlined in (b) and (c) above.
- (f) The employer may give recognition of previous service for study leave purposes to an employee who was employed on fixed term employment immediately prior to being offered continuing employment with the employer. Such recognition will not be unreasonably withheld.

Part Six: Termination

40. NOTICE

- (a) Either party may terminate this agreement on giving:
- (i) one month's notice for Research Officers and Tutors,
 - (ii) three months' notice for other Academic Staff,

such notice to be in writing. Where the employee gives notice of resignation, the resignation is not to become effective during a time that the employee has a timetabled teaching commitment to the employer, without the agreement of the employer. Where the employer terminates the agreement under this clause, it may elect to pay salary in lieu of notice. Where the employee fails to work out the period of notice required by the employer, the employee forfeits any right to payment of salary or other remuneration for the period of notice not worked.

- (b) Notwithstanding the above, in the case of serious misconduct the employer may dismiss an employee with a lesser period of notice than specified above or without notice.

Suspension

- (c) If the conduct in question is sufficiently serious, an employee may be placed on paid suspension pending an investigation. An employee must be given the opportunity to comment on the basis for suspension before a final decision is reached to suspend.
- (d) Justified reasons for suspension include situations when the employer has reasonable grounds to believe there may be a repetition of the employee's conduct in question or the employee may tamper with the evidence or intimidate or influence witnesses.

41. ABANDONMENT OF EMPLOYMENT

An employee who is absent from work without notification to the employer and without good cause for more than five consecutive working days may be deemed to have abandoned their employment.

42. RETURN OF PROPERTY

Upon termination of employment the employee will immediately deliver to their Director/Manager, or designate, all property belonging to Lincoln University and, in the case of documents belonging to the University, will return all copies of such documents along with the original.

43. MISCONDUCT

- (a) The employer shall, when dealing with an allegation of misconduct involving an employee, advise the employee of the specific matter or matters of concern and allow the employee a reasonable opportunity to provide an explanation of the matter before deciding what action, if any, should be taken against the employee. The employer may suspend an employee from duty on full pay pending the investigation of an allegation of misconduct.
- (b) Non-exhaustive illustrations of serious misconduct are:

- (i) Refusal to undertake the duties of an employee's position, or to carry out any proper and lawful instruction given by an employee's manager or any other person acting with the authority of the employer;
 - (ii) Physical violence against any person on the employer's premises, or at a workplace where the employee works;
 - (iii) Racial, sexual, or other improper harassment of any student, visitor to campus or other employee;
 - (iv) Being at work in such a state of intoxication (whether drugs or alcohol) as to prevent or impede the proper performance of duties (whether of employees himself/herself or of any other employee);
 - (v) Deliberate failure to declare a conflict of interest to employee's manager;
 - (vi) Act in breach of any term of this agreement, or of any rules from time to time issued by the employer, relating to the security of the employer's computer system;
 - (vii) Interfering with safety equipment or otherwise acting in a manner that threatens safety, health, or hygiene in the workplace or in a manner that hinders the safe and proper performance of the duties of other employees.
- (c) Non-exhaustive illustrations of misconduct are:
- (i) Persistent failure to achieve performance standards;
 - (ii) The use of abusive, obscene, or threatening language to another person in the workplace;
 - (iii) Unauthorised gambling on the employer's premises;
 - (iv) Disrupting the workplace by acts of undesirable behaviour;
 - (v) Unauthorised absence from duty;
 - (vi) Failure to comply with the employer's policy on smoking in the workplace, or to observe safety rules.
- Note: In some cases the same type of conduct may fall into either category and therefore the seriousness will be a matter of judgement based on the pertinent facts of the case.
- (d) For the avoidance of doubt, in the event of a suspension under the above subclause, the provisions of this agreement shall, subject to any necessary modification, continue to apply and bind an employee as if they had not been suspended.

44. RETIREMENT

- (a) For the purposes of this agreement, retirement means permanently withdrawing from the regular paid workforce.
- (b) Employees shall be entitled to retiring leave, provided:
 - they have completed 40 or more years' actual or contributory service; or
 - they have completed 10 or more but less than 40 years' actual service (actual or contributory in the case of GSF contributors) and their retirement has been approved by the employer; or
 - they have been permitted to retire by the University in the exercise of the discretionary powers vested in it.

- (c) An employee is required to give three months written notice of their intention to retire. At the sole discretion of the employer, this period of notice may be reduced.

(d) **Entitlement**

For employees employed prior to 1 January 2004:

- (i) Four weeks retirement leave for 10 years completed service.
- (ii) Three months retirement leave for 15 years completed service.
- (iii) Six months retirement leave for 20 years completed service.

For all other employees:

- (i) Four weeks retirement leave at 15 years completed service.
- (ii) An additional three days for each completed year thereafter, up to a maximum of 10 weeks retirement leave.

- (e) Service for the purpose of calculating retirement leave is defined as unbroken employment with the University at the time the employee ceases work, together with any other period and type of employment that the employer may in its discretion recognise. Previous service in the State Sector does not qualify if the employee was made redundant and received redundancy/severance payment from that service.

- (f) Part year employees on continuing appointment will be paid retirement leave on a pro rata basis of the full time equivalent rating.

- (g) Retirement leave commences from the working day following the last day of duty or, where Annual or Long Service Leave is due, from the working day immediately following all such leave being taken.

- (h) Retirement leave is not to count as service with the employer.

- (i) In special circumstances the employer may authorise an employee to anticipate a proportionate part of their retiring leave. Anticipated retiring leave is not to be counted as part of the service and the period taken is to be deducted from the period of retiring leave due when the employee retires.

- (j) An employee eligible for retirement leave may accept, instead of any period of leave to which they are entitled, a taxable lump sum to the value of the salary for the period of retirement leave to which they would have been entitled.

- (i) If the effective date of a salary increase falls during any period of annual or long service leave taken after cessation of duties, the amount of the lump sum in lieu of retirement leave should be increased in accordance with the new salary rates on the written application of the employee.

- (ii) The employer shall notify any employee who has left the service of the employer within the 12 months preceding such salary increase, provided the employee has left a contact address with the employer.

- (iii) If the salary increase falls due from a date after the completion of the period of annual or long service leave taken after cessation, no adjustment is to be made to the lump sum.
- (k) On the death of an employee the employer may approve a cash grant in lieu of retirement leave to the deceased estate.
- (l) These provisions will not exclude retired employees from subsequently being employed by the University on a fixed term basis.
- (m) Employees on fixed term employment are not eligible for retirement leave.

45. REDUNDANCY AND REDEPLOYMENT

Continuing Employees Only

- (a) A redundancy may occur in a situation where employee's position is terminated because it has become superfluous to the University's needs.

Redundancy

- (b) If an employee's position is declared redundant they shall receive not less than three months' notice of the termination of their employment. During the notice period the employer will explore the possibility of using retraining, retirement, redeployment and voluntary redundancy. If the employee is not dealt with through one of these options, then compulsory redundancy may result.
- (c) The employee has no right to redundancy compensation if:
 - (i) the employee is offered employment on substantially the same terms and conditions of employment applying immediately prior to the offer; and
 - (ii) the employment is located in Lincoln or Christchurch; and
 - (iii) the offerer is a University established in accordance with the Education Act 1989 (or any Act which amends or replaces it).
- (d) Upon leaving the University due to redundancy employees shall receive redundancy pay of:
 - (i) five weeks ordinary pay for the first year (or less) of service to the University; and
 - (ii) three weeks ordinary pay for the second and subsequent completed years' service;up to a maximum pay out of thirty two weeks ordinary pay. Ordinary pay is defined as normal weekly salary received by employees.

Redeployment

- (e) The conditions under which employees may be redeployed to alternative duties within the University are as follows:
 - (i) by agreement an employee may be redeployed to a position at the same, higher or lower salary.
 - (ii) where the new position is at a lower salary, an equalisation allowance will be paid for a period of two years to preserve the salary of the employee in the old position at the time of redeployment.
- (f) Equalisation allowance can be paid as either:

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increase); or
 - (ii) an on-going allowance for two years equivalent to the difference between the present salary (including superannuation) and the new salary. The allowance will be abated by any salary increase for the new position during the two year period.
- (g) Where an employee has accepted redeployment into a fixed term position and the fixed term position ceases to exist and the employee is not subsequently redeployed to a mutually acceptable vacancy, the employee will be paid redundancy pay calculated in accordance with subclause (d) of this clause on the following basis:
- (i) where the position ceases within one year of redeployment the full redundancy payment will be made;
 - (ii) where the position ceases after one year but not exceeding three years of redeployment, 50% of the redundancy payment will be made;
 - (iii) where the position ceases beyond three years of redeployment no redundancy payment will be made;
 - (iv) redundancy pay for a fixed term position that ceases to exist will be calculated on the basis of the salary and service of employees immediately prior to their redeployment into the fixed term position.

Fixed Term Employees Only

- (h) No redundancy is payable on the expiry of fixed term employment.
- (i) In the event fixed term employment is terminated prior to the expiry of the term by reason of redundancy, payment will be made of two week's ordinary pay for each full or part year of the agreement that remains prior to the expiry date, or the balance of the term of the agreement, whichever is the lesser.

46. EMPLOYEE PROTECTION PROVISION

- (a) In any case of restructuring, as defined in the Employment Relations Amendment Act (No 2) 2004, i.e. where the business (or part of it) is sold or transferred or contracted out to another person, the employer will notify the affected employees that restructuring is a possibility as soon as is practicable, subject to requirements to protect commercially sensitive information.
- (b) In the course of negotiating a sale and purchase agreement or a transfer agreement or a contract for services the employer will:
 - (i) endeavour to obtain employment for the affected employees (if practicable) with the new employer; and
 - (ii) endeavour to obtain such employment on substantially the same terms and conditions of employment applying to the employee.
- (c) The employer will subsequently advise the affected employees as to whether employment opportunities exist with the new employer and, if so, the nature of those opportunities.
- (d) Where employment opportunities exist the employer will advise the affected employees of their right to accept or decline to transfer to the new employer.
- (e) If an affected employee chooses to transfer to the new employer they will not be deemed to be redundant for the purposes of clause 45.

- (f) If an affected employee chooses not to transfer to the new employer where the conditions of employment offered are the same or not inconsistent with the employee's existing terms of employment, the notice provisions of clause 40 will apply. Clause 45 will not apply with the exception of clause 45 (e), (f) and (g).
- (g) If there are no employment opportunities with the new employer, an employee will be deemed to be redundant (subject to redeployment opportunities) and clause 45 will apply.

Part Seven: Management of Change

47. CONSULTATION

- (a) The Vice-Chancellor agrees to consult staff and their representatives on matters that may have a substantial impact on their working conditions. For example organisational structure, staffing levels or work practices, changes to workplace policies and procedures.
- (b) Employees recognise that the employer has the right to manage, organise and make final decisions on the operations and policies of the University.
- (c) Matters under review that require consultation in terms of this clause will be notified to employees and their representatives (where one has been appointed) at such time as the employer considers is appropriate, but prior to any review being finalised. Items for consultation may be presented by the employer as a proposal that has not yet been finalised.
- (d) A proposal to make significant change will not be acted on until after consultation with those employees who would be significantly affected by the proposed change if it were implemented unless circumstances make it impractical to do so.
- (e) The employer is entitled to have a working plan already in mind at the commencement of consultation but it will enter consultation with an open mind and give genuine consideration to any comments or suggestions made by staff or their representatives.
- (f) Sufficient information will be provided by the employer (subject to commercial sensitivity and privacy considerations) to enable those consulted to develop an informed response.
- (g) Sufficient time will be allowed for the consulted parties to assess the information and make a response. At the outset of the consultation process the parties will endeavour to reach agreement over a time frame and format for the preparation and presentation of a response. Any time frame will be subject to the overall time constraints within which the employer believes a decision needs to be made.

Part Eight: Resolution of Employment Relationship Problems

48. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

(a) Definitions [under the Employment Relations Act]

Employment Relationship Problem includes a personal grievance, a dispute and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and conditions of employment.

Personal Grievance means a claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employees' organisation.

Dispute means a dispute about the interpretation, application or operation of an employment agreement.

(b) Resolving Employment Relationship Problems

- (i) If you think you have an employment problem then you should talk to your manager about it. You should tell them:
- there is a problem; and
 - the nature of the problem; and
 - what you want done about the problem.
- (ii) If for any reason you feel unable to raise the matter with your manager, other suggested contacts are: Centre Director, Faculty Dean or Head of Department, the Director or staff of the Human Resources Section. You have the right to seek the support and assistance of your union or representative at any stage of the process.
- (iii) In the case of a personal grievance you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary. You are entitled to have your union or representative raise the grievance on your behalf.
- (iv) If you believe you have a personal grievance based on discrimination, sexual or racial harassment, you may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. This is an alternative process. You cannot refer your personal grievance to both the Human Rights Commission and the Employment Relations Authority ("the Authority").
- (v) If the employment relationship problem relates to harassment it can also be dealt with through the Lincoln University Harassment Procedures. These are available on the Staff intranet under the Human Resources Policies and Procedures.
- (vi) The Department of Labour Mediation Service is also available at any time to help parties solve problems in a balanced and fair way. They may help you by giving information about your rights and obligations. They may also suggest a meeting with the employer or anything else that they think might help.
- (vii) We will try to resolve the matter through discussion with you and/or your union or representative.
- (viii) If the problem cannot be resolved through discussion, then either you or the University can request assistance from the Department of Labour, which may provide mediation services.

- (ix) If the problem is not resolved by mediation, you may apply to the Employment Relations Authority for investigation and determination.
- (x) In certain circumstances the decision of the Employment Relations Authority may be appealed by you or the University to the Employment Court.

Signatories:

For and on behalf of the Vice-Chancellor:

Karen McEwan
Name


Signature

15.5.19
Date

TEU Signatories:

Irena Brorens
Name


Signature

30/4/19.
Date



Schedule A

1. THAT SALARY BANDS AND RATES OF PAY, (PAID AND PRINTED), WILL INCREASE BY 2.5% FOR THE 12 MONTH PERIOD COMMENCING 1 JANUARY 2019 AND 2.5% FOR THE 12 MONTH PERIOD COMMENCING 1 JANUARY 2020. WHERE THE 2.5% INCREASE IS LESS THAN \$1200 PER ANNUM EMPLOYEES COVERED BY ONE OF THE THREE COLLECTIVE AGREEMENTS AND WORKING FULL TIME HOURS WILL RECEIVE A MINIMUM INCREASE EQUIVALENT TO \$1200 PER ANNUM IN EACH YEAR. THE MINIMUM \$1200 INCREASE WILL BE APPLIED ON A PRO RATA BASIS TO EMPLOYEES WORKING LESS THAN FULL TIME HOURS. **ACADEMIC SALARY SCALE**

Grade	Position	\$ per annum	\$ per annum
		wef 1/1/2019	wef 1/1/2020
		2.50%	2.50%
A9	Professor	no	no
		determined maximum	determined maximum
		131,429	134,715
A8	Associate Professor/ Principal Research Officer	130,369	133,628
		114,634	117,500
A7	Senior Lecturer/ Senior Research Officer	116,538	119,452
		105,804	108,449
	
	**	104,271	106,878
		101,513	104,051
		98,755	101,224
		95,997	98,397
		93,239	95,570
		90,461	92,723
A6	Lecturer/ Research Officer	85,068	87,195
		82,753	84,822
		80,489	82,502

	
	**	78,183	80,138
		75,847	77,744
		73,532	75,371
		71,237	73,018
A5	Assistant Lecturer	64,403	66,013
		62,902	64,475
		61,368	62,902
		59,855	61,352

The crossing of a bar, represented by **, promotion to a higher grade, progress within the Senior Lecturer/Senior Research Officer steps below the bar, and progress within the range of rates require formal approval by the Vice-Chancellor.

Where an increase is granted within a range of rates, it will be not less than \$2,000.00 per annum on a full time equivalent basis.

2. TUTOR SALARY SCALE

Grade	Position	\$ per annum	\$ per annum
		wef 1/1/2019	wef 1/1/2020
		2.50%	2.50%
A3	Senior Tutor	78,374	80,334
		range to	
		76,280	78,187
	**bar	74,736	76,605
		range to	range to
		65,844	67,491
		64,383	65,993
		62,870	64,442
A1	Tutor	61,358	62,892
		range to	range to
		51,159	52,438
		49,626	50,867
		48,189	49,394
		46,764	47,964

(a) **Placement in Tutor Grades**

- (i) The employee shall be paid a salary within the grade of the position held.
- (ii) On appointment an employee will be placed in the relevant grade taking into consideration:
 - Relevant work experience in previous or current employment
 - Relevant educational or other qualifications
 - Ease or difficulty of recruitment having regard to the specific level of skills required.

(b) **Progression within Tutor Grade**

- (i) An employee within an incremental part of the scale will progress to the next incremental step on an annual basis provided they are performing satisfactorily.
- (ii) Progression within a range of rates will require evidence of sustained effective performance in the key tasks of the job. Where an increase is granted it will be not less than \$1,500.00 per annum on a full time equivalent basis.

(c) **Progression within Senior Tutor Grade**

- (i) An employee within an incremental part of the scale will progress to the next incremental step on an annual basis provided they are performing satisfactorily.
- (ii) Progression within the range of rates below the bar is based on merit and will require evidence of sustained effective performance in the key tasks of the job.
- (iii) The Senior Tutor bar will represent the career maximum for most Senior Tutors. Progress above the bar requires evidence of outstanding merit in at least one criterion for advancement or highly effective performance in at least two of the criteria contained in the promotion procedures for Tutors. It is not sufficient to have performed satisfactorily in several of the criteria, even if over an extended period. Satisfactory performance can reasonably be expected of all employees. A recommendation for promotion over the bar must state which criteria the case is based on.

(d) **Movement from Tutor Grade to Senior Tutor Grade**

Movement from the Tutor grade to the Senior Tutor grade requires re-grading. Where the employee or their manager believe there has been a substantial change in the scope and complexity of the position, a request for re-grading can be made through the manager to the Human Resources Director. In making a decision on whether to re-grade, reference will be made to the generic position descriptions for Tutor and Senior Tutor, together with the statement on Tutor positions attached as Schedule B to this agreement.



Schedule B

1. LINCOLN UNIVERSITY TUTORS

- (a) Tutors have an academic role in the university, with a principal focus on teaching: both teaching classes themselves, and supporting other academic staff in teaching. Tutors may contribute to research programmes, especially at more senior levels, although this is not required. Tutors do not supervise postgraduate students.
- (b) Tutors are not part of the Lecturer scale, because the task requirements are not as extensive. In addition to teaching and facilitation of learning, a full lecturer role has research and scholarship, including postgraduate supervision as a substantial component of the role. There are also expectations of lecturer staff with respect to extension, administration and other professional activities; the depth and balance of these will change in relation to the seniority of the staff member. The Assistant Lecturer position differs from the Tutor position in that there is a required research component that is satisfied by the postgraduate study being undertaken, and because there is an expectation of development into a Lecturer position.
- (c) A Tutor can be an entry-level position for someone with limited work experience in teaching. A Tutor can also be someone who has a reasonable level of experience and may have staffing responsibilities, for example, the co-ordination of student lab demonstrators/markers. The individual's level of experience, together with the needs of the position would determine where in the Tutor grade the individual is placed.
- (d) A Senior Tutor has a significant level of responsibility, including being examiner for Diploma or other pre degree subjects. However, a Senior Tutor would not normally be expected to be examiner for degree level subjects. They may also be involved in some or all of the following: research, public relations and promotional work, substantial administrative responsibilities, depending on the requirements of the particular position. The individual's level of experience, together with the needs of the position would determine where in the Senior Tutor grade the individual is placed.
- (e) Where a Senior Tutor is invited to take on additional tasks such as lecturing, examining at degree level, postgraduate supervision, (for a temporary period), then this portion of their work will be pro-rated on the lecturer scale.

Schedule C

1. SECTION 77A STATE SECTOR ACT – GENERAL PRINCIPLES

- (a) Every employer in the Education service shall operate a personnel policy that complies with the principle of being a good employer.
- (b) For the purposes of this section a “good employer” is an employer who operates a personnel policy containing provisions generally accepted as necessary for the fair and proper treatment of employees in all aspects of their employment, including provisions requiring -
- (i) Good and safe working conditions; and
 - (ii) An equal employment opportunities programme; and
 - (iii) The impartial selection of suitably qualified persons for appointment; and
 - (iv) Recognition of -
 - The aims and aspirations of the Maori people; and
 - The employment requirements of the Maori people; and
 - The need for greater involvement of the Maori people in the Education service; and
 - (v) Opportunities for the enhancement of the abilities of individual employees; and
 - (vi) Recognition of the aims and aspirations, and the cultural differences, of ethnic or minority groups; and
 - (vii) Recognition of the employment requirements of women; and
 - (viii) Recognition of the employment requirements of persons with disabilities.
- (c) In addition to the requirements specified in subsections (a) and (b) of this section, each employer shall ensure that all employees maintain proper standards of integrity, conduct, and concern for -
- (i) The public interest; and
 - (ii) The wellbeing of students attending the institution.

2. SECTION 77D STATE SECTOR ACT – EQUAL EMPLOYMENT OPPORTUNITIES

- (a) The chief executive of the Ministry of Education shall be responsible for promoting, developing, and monitoring equal employment opportunities policies and programmes in the Education service.
- (b) Every employer -
- (i) Shall in each year develop and publish an equal employment opportunities programme:
 - (ii) Shall ensure in each year that the equal opportunities programme for that year is complied with.
- (c) Every employer [[[other than [a Board within the meaning of section 2(1) or] the Council of an institution within the meaning of section 159 of the Education Act 1989]]] shall report annually to the chief executive of the Education Review Office providing -

- (i) A summary of the equal employment opportunities programme for the year to which the report relates; and
 - (ii) An account of the extent to which the employer was able to meet, during the year to which the report relates, the equal employment opportunities programme for that year.
- (d) The chief executive of the Education Review Office shall incorporate a summary of the reports received under subsection (c) of this section in the annual report of that department.
- (e) For the purposes of this section and section 77A of the State Sector Act, an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies, procedures, and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect to the employment of any persons or group of persons.

Schedule D

1. TE TIRITI O WAITANGI

He Kupu Whakataki

Ko Wikitoria, te Kuīni o Ingarani, i tana mahara atawai ki ngā Rangatira me ngā Hapū o Nu Tīrani i tana hiahia hoki kia tohungia ki a rātou ō rātou rangatiratanga, me tō rātou wenua, ā kia mau tonu hoki te rongo ki a rātou me te āta noho hoki kua wakaaro ia he mea tika kia tukua mai tētahi Rangatira hei kaiwakarite ki ngā Tāngata Māori o Nu Tīrani kia wakaāetia e ngā Rangatira Māori te Kāwanatanga o te Kuīni ki ngā wāhi katoa o te wenua nei me ngā motu, nā te mea hoki he tokomaha kē ngā tāngata o tōna iwi kua noho ki tēnei wenua, ā e haere mai nei. Nā ko te Kuīni e hiahia ana kia wakaritea te Kāwanatanga kia kua ai ngā kino e puta mai ki te Tāngata Māori ki te Pākehā e noho ture kore ana. Nā, kua pai te Kuīni kia tukua a hau a Wiremu Hopihona he Kāpitana i te Roiara Nawi he Kāwana mō ngā wāhi katoa o Nu Tīrani e tukua aianeī, āmua atu ki te Kuīni e mea atu ana ia ki ngā Rangatira o te wakaminenga o ngā hapū o Nu Tīrani me ērā Rangatira atu ēnei ture ka kōrerotia nei.

Ko Te Tuatahi

Ko ngā Rangatira o te Wakawinenga me ngā Rangatira katoa hoki kīhai i uru ki taua Wakaminenga ka tuku rawa atu ki te Kuīni o Ingarangi ake tonu atu, te Kāwanatanga katoa ō rātou wenua.

Ko Te Tuarua

Ko te Kuīni o Ingarangi ka wakarite ka wakaāe ki ngā Rangatira ki ngā hapū, ki ngā tāngata katoa o Nu Tīrani te tino rangatiratanga o ō rātou wenua ō rātou kāinga me ō rātou taonga katoa. Otia ko ngā Rangatira o te Wakaminenga me ngā Rangatira katoa atu ka tuku ki te Kuīni te hokonga o ērā wāhi wenua e pai ai te tangata nōna te wenua, ki te ritenga o te utu e wakaritea ai e rātou ko te kaihoko e meatia nei e te Kuīni hei kaihoko mōna.

Ko Te Tuatoru

Hei wakaritenga mai hoki tēnei mō te wakaāetanga ki te Kāwanatanga o te Kuīni. Ka tiakina e te Kuīni o Ingarangi ngā tāngata Māori katoa o Nu Tīrani. Ka tukua ki a rātou ngā tikanga katoa rite tahi ki āna mea ki ngā tāngata o Ingarangi.

W Hopihona, Kāwana Rūtene.

Nā ko mātou ko ngā Rangatira e te Wakaminenga o ngā hapū o Nu Tīrani ka huihui nei ki Waitangi ko mātou hoki ko ngā Rangatira o Nu Tīrani ka kite nei i te ritenga o ēnei kupu. Ka tangohia ka wakaāetia katoatia e mātou. Koia ka tohungia ai o mātou ingoa o mātou tohu. Ka meatia tēnei ki Waitangi i te ono o ngā rā o Pēpueri i te tau kotahi mano, e waru rau e whā te kau o tō tātou Ariki.

A LITERAL ENGLISH TRANSLATION OF THE MĀORI TEXT

Signed at Waitangi, February 1840, and afterwards by about 500 chiefs.

Victoria, the Queen of England, in her kind (gracious) thoughtfulness to the Chiefs and Hapūs of New Zealand, and her desire to preserve to them their chieftainship and their land, and that peace and quietness may be kept with them, because a great number of the people of her tribe have settled in this country, and (more) will come, has thought it right to send a chief (an officer) as one who will make a statement to (negotiate with) Māori people of New Zealand. Let the Māori chiefs accept the governorship (Kāwanatanga) of the Queen over all parts of this country and the Islands. Now, the Queen desires to arrange the governorship lest evils should come to the Māori people and the Europeans who are living here without law. Now, the Queen has been pleased to send me, William Hobson, a Captain in the Royal Navy to be Governor for all places of New Zealand which are now given up or which shall be given up to the Queen. And she says to the Chiefs of the Confederation of the Hapūs of New Zealand and the other chiefs, these are the laws spoken of.

This is the First

The Chiefs of the Confederation, and all these chiefs who have not joined in that Confederation give up to the Queen of England for ever all the Governorship (Kāwanatanga) of their lands.

This is the Second

The Queen of England agrees and consents (to give) to the Chiefs, hapūs, and all the people of New Zealand the full chieftainship (rangatiratanga) of their lands, their villages and all their possessions (taonga: everything that is held precious) but the Chiefs give to the Queen the purchasing of those pieces of land which the owner is willing to sell, subject to the arranging of payment which will be agreed to by them and the purchaser who will be appointed by the Queen for the purpose of buying for her.

This is the Third

This is the arrangement for the consent to the governorship of the Queen. The Queen will protect all the Māori people of New Zealand, and give them all the same rights as those of the people of England. William Hobson, Consul and Lieutenant-Governor.

Now, we the Chiefs of the Confederation of the Hapūs of New Zealand, here assembled at Waitangi, and we, the chiefs of New Zealand, see the meaning of these words and accept them, and we agree to all of them. Here we put our names and our marks.

The Fourth Article

Two churchmen, the Catholic Bishop, Pompallier and the Anglican Missionary William Colenso recorded a discussion on what we would call religious freedom and customary law. In answer to a direct question from Pompallier, Hobson agreed to the following statement. It was read to the meeting before any of the chiefs had signed the Treaty.

E mea ana te Kāwana ko ngā whakapono katoa o Ingarani, o ngā Wēteriana, o Roma, me te ritenga Māori hoki e tiakina ngātahitia e ia.

Translation

The Governor says that the several faiths (beliefs) of England, of the Wesleyans, of Rome, and also Māori custom shall alike be protected by him.

ENGLISH VERSION

Preamble

Her Majesty, Victoria, Queen of the United Kingdom of Great Britain and Ireland, regarding with her Royal Favour the Native Chiefs and Tribes of New Zealand, and anxious to protect their just Rights and Property, and to secure to them the enjoyment of Peace and Good Order, has deemed it necessary, in consequence of the great number of Her Majesty's Subjects who have already settled in New Zealand, and the rapid extension of Emigration both from Europe and Australia which is still in progress, to constitute and appoint a functionary properly authorised to treat with the Aborigines of New Zealand for the recognition of Her Majesty's Sovereign authority over the whole or any part of these islands. Her Majesty therefore being desirous to establish a settled form of Civil Government with a view to averting the evil consequences which must result from the absence of the necessary Laws and Institutions alike to the Native population and to Her Subjects has been graciously pleased to empower and authorise me William Hobson, a Captain in Her Majesty's Royal Navy, Consul, and Lieutenant-Governor of such parts of New Zealand as may be or hereafter shall be ceded to Her Majesty, to invite the confederated and independent Chiefs of New Zealand to concur in the following Articles and Conditions.

Article the First

The chiefs of the Confederation of the United Tribes of New Zealand and the separate and independent Chiefs who have not become members of the Confederation, cede to Her Majesty the Queen of England, absolutely and without reservation, all rights and powers of Sovereignty which the said Confederation of Individual Chiefs respectively exercise or possess, or may be supposed to exercise or to possess over their respective Territories as the sole Sovereigns thereof.

Article the Second

Her Majesty the Queen of England confirms and guarantees to the Chiefs and Tribes of New Zealand and to the respective families and individuals thereof, the full exercise and undisturbed possession of the Lands and Estates, Forests, Fisheries, and other properties which they may collectively or individually possess, so long as it is their wish and desire to maintain the same in their possession; but the Chiefs of the United Tribes and the Individual Chiefs yield to Her Majesty the exclusive right of Pre-emption over such lands as the proprietors thereof may be disposed to alienate, at such prices as may be agreed upon between the respective proprietors and persons appointed by Her Majesty to treat with them in that behalf.

Article the Third

In consideration thereof, Her Majesty the Queen of England extends to the Natives of New Zealand Her Royal Protection and imparts to them all the Rights and Privileges of British subjects. W. Hobson, Lieutenant-Governor.

Article the Fourth

Now, therefore, We the Chiefs of the Confederation of the United Tribes of New Zealand being assembled in Congress at Victoria, in Waitangi and We the Separate and Independent Chiefs of New Zealand claiming authority over the Tribes and Territories which are specified after our respective names having been made fully to understand the Provision of the foregoing Treaty, accept and enter into the same in the full spirit and meaning thereof. In witness of which, we have attached our signatures or marks at the places and the dates respectively specified.

Done at Waitangi, this sixth day of February in the year of our Lord, one thousand eight hundred and forty.