



# **GENERAL STAFF**

## **COLLECTIVE EMPLOYMENT AGREEMENT**

**1 July 2021 to 30 June 2022**



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## Part One: Application

### 1. PARTIES

The parties to this Agreement are:

- (a) The Vice-Chancellor, Lincoln University [*"the employer"*].
- (b) The Tertiary Education Union (TEU) and the New Zealand Public Service Association Incorporated (PSA).

### 2. COVERAGE

- (a) Subject to 2(b), this Agreement shall apply to those employees on continuing and fixed term employment who are members of the TEU or PSA and employed in the following or similar categories: Administration, Secretarial, Computer, Academic Support, Technical, Library, Trade Supervisors, Marketing, Student Liaison, Communications and Alumni Relations, Welfare and Māori Specific Roles and Lincoln University Recreation Centre Roles.
- (b) The following employees are excluded from coverage:
  - (i) Employees on a salary greater than the top of Grade 6.
  - (ii) Casual employees.
- (c) Senior Computer Consultants who were party to the Collective Employment Contract which expired on 28 February 2001 and who are on a salary higher than the top of Grade 6 will continue to be eligible for coverage under the Collective Agreement and have their salary maximum protected.
- (d) The General Staff collective agreement will be offered to all new employees who meet the stated coverage criteria.

### 3. TERM

- (a) This Agreement shall be deemed to have come into force on the 1st day of July 2021 and shall continue in force until the 30th day of June 2022.
- (b) Nothing in this agreement shall be read to create an expectation of continued employment beyond the expiry of the employee's fixed term for employees engaged on a fixed term basis.

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#### 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 line manager, to carry out their union roles within and beyond the workplace.

#### 5. VARIATION

- (a) The parties to this Collective Agreement may, at any time it remains in force, agree in writing to the variation of any or all of its provisions.
- (b) Any proposed variation will be voted on by members, using the agreed union ratification procedure. Any such variation will be set out in writing and attached to this Agreement.

#### 6. GENERAL

- (a) All employees agree to abide by any current rules, regulations and policies, and/or procedures to ensure the smooth operation of the University.
- (b) Where this Agreement requires any action to be done or decision to be made by the employer, that act or decision shall be made by the Vice-Chancellor or any other person nominated by the Vice-Chancellor for that purpose.

#### 7. DEFINITIONS

**University** means Lincoln University.

**Full-time Employee** means an employee working on a continuing basis for 37.5 hours or more per working week.

**Part-time Employee** means an employee working on a continuing basis, but for less than 37.5 hours per working week.

**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.

**Casual Employee** means any employee engaged from time to time on either an hourly, daily or weekly basis, without any commitment on the part of either the employer or the employee to a continuing employment relationship beyond the specified term of engagement.

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## Part Two: Hours of Work

### 8. HOURS OF WORK

- (a) The normal hours of work will be 37.5 per week to be worked between Monday and Friday inclusive, between the hours of 7am and 9pm. The normal hours of work for a part-time employee, within the hours specified above, will be recorded in their letter of employment. Hours worked in any one day are to be worked continuously other than for rest breaks as specified in Clause 11 of this Agreement, provided that:
- (i) General Services – non-administrative trades and similar positions where the employee is directly in charge of the work of trades - or similar - workers or where the employee is engaged in trades type work. The normal hours of work will be 40 per week.
  - (ii) Nothing in this clause shall prevent the employer and employee from agreeing, in writing, to a variation to the ordinary hours of work specified above.
- (b) All employees will have regular hours, however these may be varied by agreement following discussion between the employer and the employee directly affected by the variation. The employer will respect the rights of employees who do not wish to vary their hours of work. Any variation to hours of work will be recorded in writing.
- (c) Notwithstanding clause 8(b) in special circumstances an employee may be required to temporarily vary starting and or finishing times.

### 9. OVERTIME & PENAL RATES

**Overtime/Penal Time** is time authorised by the employer worked in excess of eight hours per day Monday to Friday and all time worked on a Saturday, Sunday, Public holiday or University holiday (when computing overtime each day shall stand alone).

- (a) These provisions shall apply to all employees who are employed on a salary of less than the mid point for Grade 6, inclusive of any higher duties allowances.
- (b) Employees shall be compensated for overtime or time worked outside the hours of 7am to 9pm or in excess of 8 hours by either of the following options:
- (i) The first three hours to be paid at time and a half, thereafter all hours will be paid at double time, except that double time will be paid for:
    - all time worked between midday Saturday and 6.00 am Monday,
    - all time worked between 10.00 pm and 6.00 am on any day,
    - all overtime and work outside the hours 7.00 am - 9.00 pm on a Public Holiday or University Holiday; or

- (ii) Time off in lieu may, by mutual agreement, be on the basis of one hour off for one hour worked. Such time in lieu must be taken at a mutually agreed time within three months of it being granted, provided the employee has had the opportunity to take the leave within this timeframe. Managers shall be required to monitor time off in lieu balances to ensure that they do not unreasonably accumulate.
- (c) Staff who are above the salary limit for overtime referred to above, may be granted time off on the basis of one hour for each hour worked at the discretion of the employer. Such time in lieu must be taken at a mutually agreed time within three months of it being granted, provided the employee has had the opportunity to take the leave within this timeframe. Managers shall be required to monitor time off in lieu balances to ensure that they do not unreasonably accumulate.
- (d) An employee required to work overtime other than as an extension of duty, on a Saturday, Sunday or public holiday, shall be paid a minimum payment equal to three hours at the appropriate rate.
- (e) Employees in marketing student liaison, communications and alumni relations will not have access to overtime payments but may be granted time off on the basis of one hour for each hour worked at the discretion of the employer for hours worked outside of 37.5 hours per week. This provides for employees to work more than an 8 hour day and removes the requirement for two consecutive days off.

## **10. CALL BACKS**

- (a) When an employee is called back to work after completing the day's work and has left the place of employment, or is called back before their normal time of starting work and does not continue working until such normal starting time, that employee shall be paid at overtime rates or receive time off in lieu for all hours worked with a minimum of three hours.
- (b) Call backs commencing and finishing within the minimum period covered by an earlier call back shall not be paid for.
- (c) Travel to and from a call back shall be paid Transport Allowance as specified in Clause 40 of this Agreement.

## **11. REST BREAKS**

- (a) A refreshment break of ten minutes shall be allowed within each three hour continuous work period.
- (b) As far as possible the hours of work shall be continuous except for an unpaid meal break of not less than 30 minutes.
- (c) The employer will ensure that an adequate supply of tea, coffee, milk and sugar, for morning tea, lunch and afternoon tea breaks is available.

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- (d) A break of nine continuous hours must be provided between any two periods of duty. Where this is not provided, the hours until the expiry of the nine hour period shall be paid at overtime rates. Provided that time spent off duty during ordinary hours solely to obtain a nine hour break shall be paid at ordinary time rates.



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## Part Three: Remuneration

### 12. SALARY PLACEMENT AND REVIEW PROVISIONS

#### (a) Placement in Salary Scale

- (i) The employee shall be paid a salary within the relevant salary rates specified for the grade of the position held as set out in Schedule One.
- (ii) Placement on appointment of employees in the relevant grade shall be determined by the employer on the basis of:
  - Relevant work experience in previous or current employment;
  - Relevant educational or other qualifications;
  - Ease or difficulty of recruitment having regard to the specific skills and the level of skills required.

#### (b) Salary Review and Progression

##### ***Continuing Employees only***

- (i) Each employee's salary will be reviewed annually against the following criteria:
  - Individual level of achievement, skills and value to the organisation;
  - Team achievement and contribution where appropriate;
  - Recruitment and retention experience;
  - Changes in job content including increased scope and complexity where the changes are insufficient to warrant re-grading.

The process used will be as set out in the Annual Salary Review procedure.

##### ***Fixed Term Employees only***

- (ii) Review of salary will be as specified in the employee's letter of appointment.
  - (iii) An employee with a continuous term of employment of two years or more is entitled to a salary review on completion of two years in the position and annually thereafter.
  - (iv) The employee's salary will be reviewed using the same criteria as for continuing employees in subclause (b)(i) above.
- (c) Any increase granted within a range of rates will be not less than \$1,200.00 per annum for Grades 1 to 3 inclusive and \$1,500.00 per annum for Grades 4 to 6 inclusive.
  - (d) The employer may, at its discretion, offer payment to an employee at a rate additional to the maximum salary rate for the grade in which the employee is placed. The additional payment may be for reasons of recruitment and retention, or to recognise special duties or achievements.
  - (e) The operation of the General Staff salary scale and grades will be reviewed on an annual basis by a working group, including representatives of TEU and PSA.

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### **13. JOB EVALUATION**

**The provisions of clause 13 are applicable to Continuing Employees only and have no application to Fixed Term employees**

- (a) Job Evaluation will be applied to all positions covered by this Agreement.
- (b) New positions will be evaluated before the first anniversary of the employee's commencement date in the position.
- (c) Where the employee or their manager believes there has been substantial change in the scope and complexity of a position, a request for re-evaluation may be made by the manager or the employee through the manager and forwarded to the Human Resources Section for processing. An employee is entitled to seek the support and assistance of the union or representative at any stage of the process.
- (d) Where a position is re-evaluated and a higher grade results, the employee will move to at least the minimum salary level for that grade from the date the grading is approved.
- (e) An employee's current salary cannot be reduced as a result of re-grading.
- (f) Positions listed in the coverage clause of this agreement will be progressively re-evaluated during the five years commencing 1 October 2005.

### **14. PERFORMANCE PAY**

In addition to normal salary progression performance payments may be made to an employee or team for outstanding achievement(s). Such payments will generally be defined by written performance agreements drawn up between the employees and their manager. The agreement will include a list of objectives, the performance measures that will be used to evaluate achievements and the amount available and timing of payment.

### **15. PAYMENT OF SALARY/WAGES**

- (a) Wages shall be paid fortnightly by direct credit to a bank account nominated by the employee.
- (b) 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.

## **16. LIVING WAGE**

Employees covered by this agreement will be paid no less than the living wage as assessed by Living Wage Aotearoa. The living wage adjustment will be applied annually on 1<sup>st</sup> January each year.

## Part Four: Leave

### 17. ANNUAL LEAVE

#### **Continuing Employees Only**

- (a) An employee is entitled to five weeks annual leave each year. Annual leave shall be managed in accordance with the Holidays Act 2003 and its amendments.
- (b) The employer encourages that, where practicable, the employee will take their annual leave in the year in which it accrues.
- (c) 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.
- (d) 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.

#### **Fixed Term Employees Only**

- (e) 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.

### 18. PUBLIC HOLIDAYS

- (a) Employees shall be entitled to the following public holidays to be paid in accordance with the Holidays Act 2003, provided they fall on days that would otherwise be working days for the employee:

Christmas Day, Boxing Day, New Years Day, the second day of January (or some other day in its place), Waitangi Day, Good Friday, Easter Monday, Anzac Day, Matariki, the Birthday of the Reigning Sovereign, Labour Day and Christchurch Show Day.
- (b) An employee who is required to work on one of the days referred to in sub clause (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 instead of payment in accordance with sub clause (a) of this clause.

### 19. UNIVERSITY HOLIDAYS

- (a) 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, provided they are days that would otherwise be working days for the employee.
- (b) Where the employer requires an employee to work on a University Holiday, an alternative paid day in lieu will be designated as a University Holiday for the employee. Ordinary time rates shall be paid for the day worked.

## **20. HOLIDAYS FALLING DURING LEAVE OR TIME OFF**

Where a statutory or University holiday falls during a period of annual leave or any other period of leave on pay, the employee is entitled to that holiday. This provision does not apply to a holiday falling during leave taken after the employee has terminated their employment with the University, unless the employee has worked at any time during the fortnight ending on the day on which the holiday is observed.

## **21 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 TEU<sup>1</sup>) 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.

## **22. SICK/DOMESTIC LEAVE**

***The following provisions (clauses 20 (a) to (g)) are applicable to 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.

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<sup>1</sup> 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>

- (d) When an employee is in receipt of earnings related compensation (as defined by the Accident Rehabilitation and Compensation Insurance Act) 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.
- (h) The employer will take the above (g) step 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.

***The following provisions (clauses 20 (j) to 20 (p)) are applicable to Fixed Term Employees only***

- (j) An employee shall be entitled for each period of 12 months, to two weeks sick/domestic leave. For employees employed for less than 12 months, this entitlement will be pro rated 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 be taken 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.
- (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.
- (m) Sick/domestic leave may accumulate. Where an employee has employment renewed immediately following the expiry of their fixed term, unused sick/domestic 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 clauses 21(j) to (n) are inclusive of the entitlements contained in the Holidays Act 2003 and its amendments.

## **23. MEDICAL TERMINATION**

- (a) If the employee is absent for medical reasons and has used up their sick/domestic leave entitlement, the employer is entitled, after consultation with the employee and/or their representative, to terminate the employment by giving the employee written notice of two weeks, 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 an extended period of leave on reduced pay or without pay, or reduced duties.
- (b) 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 two weeks notice to the employee.
- (c) Before taking any action under sub clauses (i) and (ii), the employer may require the employee to undergo a medical examination by a registered medical practitioner nominated by the employer. The employer will meet the cost 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.

## **24. LONG SERVICE LEAVE**

### ***Continuing Employees Only***

An employee shall be entitled upon completion of each 15 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, or the entitlement shall be forfeited. Ordinarily long service leave will not be paid out upon termination; however application for payment upon termination may be made on compassionate grounds.

## **25. 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.

## **26. SERVICE RECOGNITION**

### ***Continuing Employees Only***

- (a) For the purpose of service recognition, an employee's continuity of service shall not be deemed to be interrupted by a change of employment from one New Zealand university to another, subject to the provisions of sub clause (d) below.
- (b) For the purposes of crediting service, recognition shall be given to service within the New Zealand education sector, or in the case of employees in the librarians occupational group within the Library Sector.
- (c) The University may give credit for other previous relevant service for the purposes of calculating leave and other entitlements (e.g. annual leave, sick leave, long service leave and retiring leave). Decisions shall have regard to:
  - the relevance of the service;
  - recruitment and retention experiences.



Any such service credited for calculating leave shall then be deemed to be service in terms of (a) above.

- (d) The crediting outlined above is subject to the following conditions:
  - (i) The period which elapses between any change of employment is not longer than one calendar month.
  - (ii) Service will not be recognised if the employee was made redundant from that employment and received redundancy compensation.
- (e) Service recognised in accordance with (a), (b) and (c) above shall, for the purposes of calculating annual leave entitlement, be treated as if the service had been with Lincoln University.
- (f) Broken service in order to undertake study towards the Diploma of Librarianship shall also be credited provided that, in this case, employment is taken up in a university following completion of the course.

## **27. 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) The employee shall provide the employer with details of the juror's fee and expenses received.

## **28. WITNESS LEAVE**

- (a) Upon production of a court order, an employee may be granted up to three days paid leave to attend court as a witness.
- (b) Where paid leave has been granted to an employee, any witness fees paid to the employee as a result of court attendance shall be reimbursed to the employer.

## **29. STUDY LEAVE AND ASSISTANCE**

- (a) Employees may be granted study assistance and/or study leave:
  - (i) for the acquisition of qualifications,
  - (ii) to attend courses, conferences or seminars determined by the employer to be relevant to the needs of the University and to the employee's employment and/or professional development,
  - (iii) to develop and maintain expertise in teaching, research and provision of support services that maintain the mission and objectives of Lincoln University.
- (b) Study leave may include paid or unpaid time off work.

- (c) Costs associated with study may be met in advance or by reimbursement, subject to prior approval being granted by the employee's supervisor or manager.

### **30. PARENTAL LEAVE**

- (a) Parental leave is leave without pay, except as provided in (i) 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 employee exclusively or it may be shared between the employee and their partner 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) An 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 their pregnancy.

- (ii) employee partner 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 she/he occupies 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) An employee on parental leave must be notified if their position is to be disestablished as 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, she/he 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 his 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 wither 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.

**31. OTHER LEAVE**

The employer may grant an employee other leave with or without pay on such terms and conditions as the employer may deem fit. Such leave will not be unreasonably withheld.

**32. 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.

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### **33. LEAVE FOR MĀORI 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 Māori 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.

### **34. 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)

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## Part Five: Terms of Employment

### 35. TERMINATION OF EMPLOYMENT

- (a) For employees engaged on a continuing basis notice of termination shall be one month by either party, which may be reduced by written agreement. This shall not prevent the instant termination of employment for serious misconduct.
- (b) For employees engaged on a fixed term basis notice of termination shall be as specified in the employee's letter of appointment.
- (c) Where notice period is not specified in the employee's letter of appointment, it will be one month by either party, which may be reduced by written agreement. This shall not prevent the instant termination of employment for serious misconduct.
- (d) **Suspension**
  - (i) 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.
  - (ii) 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.

### 36. 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.

### 37. RETIREMENT

#### ***Continuing Employees Only***

- (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 with University service prior to 9 March 1988:

- (i) Four weeks retirement leave for 10 years completed service.
- (ii) An additional one week of retirement leave for each completed year thereafter, up to a maximum of 30 years completed service.

For employees who commenced service after 8 March 1988 and have completed more than 10 years' service as at 1 March 2001:

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

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) The provisions of clause 33 are applicable to Continuing Employees only and have no application to employees engaged on a Fixed Term basis who are not eligible for retirement leave.

### **38. CERTIFICATE OF SERVICE**

Upon termination of employment every employee shall, upon request, be entitled to a Certificate of Service stating their start/finish dates of employment at Lincoln University, details of any training and education undertaken, and a resume of the range of job experience acquired during the period of employment at Lincoln University.

### **39. REDUNDANCY**

#### ***Employees Only***

- (a) A redundancy may occur in a situation where an employee's job is terminated because it has become superfluous to the University's needs.
- (b) The University's approach to surplus situations shall be to explore the possibility of using retraining, retirement, redeployment and voluntary redundancy. However, where reasonable efforts to place surplus staff through these options prove unsuccessful, non-voluntary redundancy provisions may be invoked.
- (c) **Redeployment**
  - (i) The conditions under which employees may be redeployed to alternative duties within the University are as follows:
    - By agreement employees may be redeployed to a position at the same, higher or lower salary.
    - 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.
  - (ii) Equalisation allowance can be paid as either:
    - 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
    - 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;

provided that when employees who are within three years of their approved retirement are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated and their salary will be increased in line with any subsequent salary increases. The difference cannot be cashed up.

- (iii) In the case of agreed redeployment into a fixed term position that ceases to exist and the employee is not redeployed to a mutually acceptable vacancy, the employee will be paid redundancy compensation on the following basis:
- Where the position ceases within one year of redeployment the full redundancy payment will be made.
  - Where the position ceases after one year but not exceeding three years of redeployment, 50% of the redundancy payment will be made.
  - Where the position ceases beyond three years of redeployment no redundancy payment will be made.
  - Redundancy for a fixed term position that ceases to exist will be calculated on the basis of salary and service of the employee immediately prior to their redeployment into the fixed term position they accepted.

**(d) Redundancy**

- (i) Employees declared redundant shall receive not less than three months notice of the termination of their employment. The appropriate union(s) shall be notified at the same time or prior to giving notification to the affected employee(s).
- (ii) The employee has no right to redundancy compensation if:
- the employee is offered employment on substantially the same terms and conditions of employment applying immediately prior to the offer, and
  - the employment is located in Lincoln or Christchurch, and
  - the offerer is a University established in accordance with the Education Act 1989 (or any Act which amends or replaces it).
- (iii) Subject to subclause (d)(ii), upon leaving the University due to redundancy the employee shall receive redundancy compensation of:
- five weeks ordinary pay for the first year (or less) of service to the University,
  - three weeks ordinary pay for the second and subsequent years, up to a maximum pay out of thirty two weeks ordinary pay.

***Fixed Term Employees Only***

- (e) No redundancy is payable on the expiry of fixed term employment.
- (f) In the event fixed term employment is terminated prior to expiry of the term by reason of redundancy, payment will be made of two weeks 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.

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#### **40. 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 35.
- (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 31 will apply. Clause 35 will not apply with the exception of clause 35 (c)(i), (ii) and (iii).
- (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 35 will apply.

#### **41. CONFIDENTIALITY**

An employee party to this Agreement shall not, without authorisation, either during the term of this Agreement or at any time thereafter, except so far as may be necessary for the proper performance of their duties under this Agreement, or as may be required by law;

- (a) divulge or communicate to any person any confidential information of the University which has come to their knowledge in the course of the performance of their duties under this Agreement unless and until such information becomes publicly known;
- (b) use or attempt to use any such confidential information for their personal benefit, or the benefit of any other person or organisation, or in any manner whatsoever other than in accordance with their duties and consistent with the obligation of honesty in respect of their position as an employee.

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## **42. CONSULTATION**

- (a) The employer agrees to consult employees and the union representatives on matters that may have a substantial impact on their employment. For example organisational structure, staffing levels or work practices, changes to workplace policies and procedures.
- (b) The employee recognises 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 the employee and their representatives (where one has been appointed) at such time as the employer considers is appropriate.
- (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 employees 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.

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## Part Six: Allowances

### 43. STAFF REIMBURSING EXPENSES

The period of payment for all these allowances is calculated from the time of departure from the University or from the employee's residence whichever is the earlier, to the time of return to the University or employee's residence whichever is the earlier. All claims must be accompanied by the required documentation.

(a) **Accommodation**

Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of receipts.

(b) **Meals**

Refund of costs of meals is up to the following rates:

- (i) For each 24 hour period \$61.70;
- (ii) For any additional period of less than 24 hours:
  - \$26.10 for periods of up to 10 hours;
  - \$61.70 for periods over 10 hours.

(c) **Employees Staying Privately**

- (i) Employees staying privately may claim up to the following rates for meals and accommodation:
  - \$67.00 for each 24 hour period;
  - \$30.90 for any additional period of less than 24 hours.
- (ii) Incidental allowance is also payable.

(d) **Incidental Allowance**

An incidental allowance of \$8.10 per 24 hour period and each additional part thereof is payable to cover all other personal expenses.

### 44. TRANSPORT ALLOWANCE

- (a) An employee authorised to use their private motor vehicle on official business shall be paid a motor vehicle allowance in accordance with the Department of Inland Revenue mileage rates.
- (b) This rate will be adjusted in accordance with the current published Department of Inland Revenue mileage rates.

#### **45. TUITION FEES**

**Clause 41 applies to Continuing Employees only and has no application employees engaged on a Fixed Term basis**

Lincoln University may meet the cost of tuition for any employee enrolled in a course of study at Lincoln University provided the course of study is relevant to the employee's work.

#### **46. SPECIAL AND HIGHER DUTIES ALLOWANCE**

Any employee required by the employer to undertake a period of special duties, or to temporarily act in the capacity of a higher salaried employee - such temporary appointment meeting the criteria of substantially increased duties and responsibility - shall be reimbursed by the employer at a higher level of remuneration commensurate with such increased duties and responsibilities to be agreed with the employee.

#### **47. MEAL ALLOWANCE**

An employee who works not less than two hours' overtime at a time when a meal would otherwise have been taken, shall be paid a meal allowance of \$8.40.

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## Part Seven: General Provisions

### **48. UNION MEETINGS**

- (a) The employer in each calendar year shall allow each employee who has nominated the PSA or 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 PSA or TEU shall give the employer not less than 14 days' notice of the time and place of any such meeting.
- (c) For the purpose of ensuring that only employees who actually attend a meeting receive pay in respect of that meeting, the PSA or TEU shall supply the employer with a list of employees who attended the meeting, and shall advise the time the meeting finished.
- (d) The PSA or 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.

### **49. DEDUCTION OF UNION FEES**

At the written request of any employee, the employer shall deduct PSA or TEU subscriptions from the employee's pay at a rate advised from time to time by the PSA or TEU and shall remit such deductions to the PSA or TEU in a manner agreed upon between the employer and the PSA or TEU. 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.

### **50. RIGHT OF ACCESS**

An authorised officer of TEU and PSA 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.

### **51. 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.

## **52. 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.

## **53. 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.

## **54. SUPERANNUATION**

- (a) An employee may belong to the New Zealand Universities Superannuation Scheme in accordance with the provisions of that scheme.
- (b) An employee who is an existing member of the Government Superannuation Fund shall be entitled to continue to receive the existing provisions relating to the operation of the Government Superannuation Fund.
- (c) Clause 54 applies to Continuing Employees only and is not applicable to employees engaged on a Fixed Term agreement.

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## **55. 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 in Schedule 2 of 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.

## **56. ACKNOWLEDGEMENT OF TE TIRITI O WAITANGI**

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

## **57. 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.

## **58. RECOGNITION OF TIKANGA MĀORI, TE REO MĀORI AND ADDITIONAL LANGUAGE 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.

## **59. 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.

## **60. 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.

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## Part Eight: Savings

### 61. GENERAL OCCUPATIONAL GROUPS SAVINGS ("Grandparent Clause")

#### ***Continuing Employees Only***

Permanent staff who took up duties prior to 9 March 1988 or who were appointed prior to 9 March 1988 but took up duties after 9 March 1988 to suit the convenience of the University, shall not have their previous annual leave or retiring leave entitlements reduced by the coming into force of this Agreement.

### 62. GENERAL

**Clause 56 applies to Continuing Employees only and has no application to Fixed Term employees.**

- (a) An employee of one university employer taking up a position in another university (with no break in service exceeding one month) is only entitled to those "*Grandparent*" provisions that would have applied had they been continuously employed in that new university. This savings does not apply when the previous employment ended with the employee being made redundant or dismissed for disciplinary reasons.
- (b) Savings shall also apply to the situation where in some universities only the days between Christmas and New Year have been treated as special university leave on pay.

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## Part Nine: Employment Relationship Problems

### 63. 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**

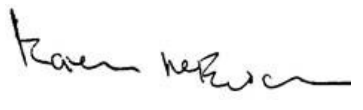
- (i) If you think you have an employment problem then you should talk to your manager about it. You should tell them:
  - there is a problem; and
  - the nature of the problem; and
  - what you want done about the problem.
- (ii) If for any reason you feel unable to raise the matter with your manager, other suggested contacts are Faculty Deans/Directors/Managers, 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 Web page 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  
Executive Director People,  
Culture and Wellbeing


  
\_\_\_\_\_  
Signature

1 April 2022  
\_\_\_\_\_  
Date

### TEU Signatories

Irena Brorens

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Signature

1 April 2022

\_\_\_\_\_  
Date

### PSA Signatories

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# SCHEDULE ONE

## 1. GENERAL STAFF SALARY SCALE

The salary bands and rates of pay (paid and printed), increase by 1.5% for the 12 month period commencing 1 January 2022. Where the 1.5% increase is less than \$1,000 per annum, employees covered by this agreement working full time hours will receive a minimum increase equivalent to \$1,000 per annum. The minimum \$1,000 increase will be applied on a pro rata basis to employees working less than full time hours.

Grade	\$ per annum wef 1/1/2022
Grade 6	85,761 Range to 70,269
Grade 5	79,562 Range to 64,271
Grade 4	67,256 Range to 55,347
Grade 3	61,265 Range to 55,347 53,913 52,478 51,043 49,656
Grade 2	52,478 Range to 47,486 46,130 44,815
Grade 1	49,656 Range to 44,484



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## SCHEDULE TWO

### Sections 77A and 77D State Sector Act 1988

#### 1. GENERAL PRINCIPLES

In accordance with the provisions of the State Sector Act, 1988:

- (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 work 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 Māori people; and
    - the employment requirements of the Māori people; and
    - the need for greater involvement of the Māori 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 well-being of students attending the institution.

#### 2. 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 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 1 above, 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 person or group of persons.

## SCHEDULE THREE

### 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 kaua 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.

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## 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.