



GENERAL STAFF

COLLECTIVE EMPLOYMENT AGREEMENT

1 July 2010 to 30 June 2012

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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 who are members of the TEU or PSA and employed on continuing or fixed term employment in the following or similar categories: Administration, Secretarial, Computer, Academic Support, Technical, Library, Trade Supervisors and Welfare.
- (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.

3. TERM

- (a) This Agreement shall be deemed to have come into force on the 1st day of July 2010 and shall continue in force until the 30th day of June 2012.
- (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.

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.

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 minimum rate 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 3 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 3 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.

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 his/her 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.

- (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.

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:**

The following provisions (i) to (iv) are applicable to 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.
- (ii) An employee can expect to progress to the specified mid point salary in the grade for their position provided they are consistently performing the full range of duties and responsibilities for the position to a satisfactory level.
- (iii) Progression above the mid point for the grade will be considered using the criteria outlined above. To achieve progression on the basis of individual or team performance there needs to be clear evidence of meritorious performance. Satisfactory performance at an individual or team level will not of itself be a sufficient ground for progression above the mid point.
- (iv) Employees on incremental scales shall progress to the next incremental step on an annual basis, providing they are performing satisfactorily in the job.

The following provisions (vi) to (vii) are applicable to Fixed Term Employees only:

- (vi) Review of salary will be as specified in the employee's letter of appointment.
- (vii) 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.
- (vii) 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 \$900.00 per annum for Grades 1 to 3 inclusive and \$1,200.00 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.

13. JOB EVALUATION

- (a) **The provisions of clause 13 are applicable to Continuing Employees only and have no application to Fixed Term employees.**
- (b) Job Evaluation will be applied to all positions covered by this Agreement.
- (c) New positions will be evaluated before the first anniversary of the employee's commencement date in the position.
- (d) 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.
- (e) 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.
- (f) An employee's current salary cannot be reduced as a result of re-grading.
- (g) 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 his/her consent.

Part Four: Leave

16. ANNUAL LEAVE

An employee shall be granted annual leave as follows:

- (a) An employee shall, after the completion of each year of service, be entitled to four weeks annual leave.
- (b) The employer may direct an employee to take annual leave but, as far as practicable, the employee's wishes in the matter are to be considered.
- (c) Employees may be permitted to anticipate up to half of their annual leave entitlement in any one leave year, subject to repayment if necessary.
- (d) For Continuing Employees annual leave shall be taken in the year in which it is due. Untaken annual leave in excess of statutory requirements, of up to five days, will be automatically carried forward into the next leave year. Any carry forward additional to this requires the approval of the employee's manager.
- (e) For Fixed Term Employees annual leave shall be taken in the year in which it is due. 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 in line with the provisions of the Holidays Act 2003.

17. 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, 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.

18. 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.

19. 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.

20. 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.
- (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 his/her 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 his/her manager if he/she is 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.
- (p) *Medical Termination*
 - (i) If the employee is absent for medical reasons and has used up his/her sick/domestic leave entitlement, the employer is entitled, after consultation with the employee and/or his/her 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.
 - (ii) When an employee is rendered incapable of the proper performance of his/her responsibilities and duties required under this agreement as a result of mental or physical illness or injury, the employer may terminate his/her employment by giving not less than two weeks notice to the employee.
 - (iii) Before taking any action under sub clauses (a) and (b), 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.

21. LONG SERVICE LEAVE

- (a) **Clause 21 is applicable to Continuing Employees only and has no application to employees engaged on a Fixed Term basis.**
- (b) 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.

22. 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).

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- (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.

23. SERVICE RECOGNITION

- (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.
- (g) Clause 23 is applicable to Continuing Employees only and has no application to employees engaged on a Fixed Term basis.

24. 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.

25. 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.

26. 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.

27. PARENTAL LEAVE

The following provisions (clauses 27 (a) to (g)) apply to Continuing Employees only:

- (a) **Entitlement**
 - (i) The purpose of parental leave is to provide job protection for employees who take leave in connection with the birth or adoption of a child. Every employee on parental leave will resume work in the same position, unless advised otherwise, as provided in (c)(iv) and (vi) and (f) below.
 - (ii) Parental leave is available to all employees of Lincoln University.
 - (iii) Parental leave is available:
 - in respect of every child born to an employee or their partner;
 - in respect of every child up to and including the age of five years of age adopted by an employee and their partner. ("Adoption" incorporates the Tamaiti Whaangai procedure (adoption under Maori customary law). Appropriate evidence will be required to support any such application.)
 - (iv) Parental leave comprises an aggregation of maternity leave (available to women only) and extended leave.
 - (v) Parental leave up to 52 weeks may be taken by employees with at least 12 months service since the commencement of their employment or their return from parental leave.
 - (vi) Parental leave of up to 26 weeks may be taken by employees with less than 12 months service since the commencement of their employment or their return from parental leave.
 - (vii) Parental leave may be shared by the employee and their partner. This applies whether one or both parents are employed by Lincoln University.

- (viii) A female employee may take up to 14 continuous weeks as maternity leave. The date of commencement of maternity leave, and the right of the employee and others to determine the date of commencement are as provided by Sections 10 - 14 of the Parental Leave and Employment Protection Act 1987.
- (ix) Employees may take up to 52 or 26 continuous weeks (as provided in (v) and (vi) above) as extended leave, less any maternity leave taken, in the 12 months after birth or adoption.
- (x) Where two or more children are born or adopted at the same time, for the purposes of these provisions, the employee's entitlements shall be the same as if only one child had been born or adopted.
- (xi) Leave may be taken in non-continuous periods, at the discretion of the Human Resources Manager. Application must be made at the time of applying for parental leave. In making a decision, regard will be given to the wishes of the employee and the needs of the University.
- (xii) In addition to the parental leave provisions noted above, a male employee may take two continuous weeks without pay as paternity leave. This leave may be taken any time during the period commencing 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.
- (xiii) In addition to the parental leave provisions noted above, 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.

(b) Paid Parental Leave

- (i) An employee who is entitled to up to 52 weeks parental leave will continue on pay for the first six weeks of the leave, or lesser period if they take less than six weeks of parental leave. This payment is inclusive of any statutory requirement for the employer to provide payment for parental leave.
- (ii) Payment will 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 Manager.
- (iii) Where Lincoln University employs both parents, the combined total amount of paid leave taken by both parents will not exceed six weeks.

(c) Application

- (i) Employees intending to take parental leave must give at least three months notice in writing to the Human Resources Director, advising the proposed dates of commencement and expiry of each period of leave intended to be taken. The application is to be accompanied by a certificate signed by the Lead Maternity Carer advising the expected date of delivery. Special and medical circumstances will be taken into account by the employer in deciding whether to accept a lesser period of notice.
- (ii) A male employee must provide written advice from the woman named in the medical certificate that he is her partner and he intends to assume care of the child to be born to her.
- (iii) If extended leave is applied for, the employee must also advise whether their partner is intending to take any maternity or extended leave. If they are, the employee must advise the name of the employee's partner, the name and address of the employee's partner's employer, the proposed dates of commencement and expiry of each period of leave intended to be taken, and an assurance that the aggregate of maternity and extended leave will not exceed 52 or 26 weeks.

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- (iv) Within three weeks of receiving the application, the employer will provide a written response, confirming the employee's entitlement to parental leave, stating whether or not the employee's position can be kept open while they are on leave, and advising the employee's rights and obligations under the Parental Leave and Employment Protection Act and the Lincoln University Parental Leave policy.
 - (v) If the application is incomplete, or if less than three months' notice is given, the employer will follow the procedures set out in Sections 34 and 35 of the Parental Leave and Employment Protection Act.
 - (vi) If the employee's position cannot be kept open, the employer will inform the employee of their right to dispute this statement, and that the employee will be given preference over other applicants for vacant positions within the time and other constraints provided by Section 36(1)(d)(ii) of the Parental Leave and Employment Protection Act.

(d) Return to Work

- (i) All notifications of or requests to return to work must be made in writing to the Human Resources Director or his/her delegate.
- (ii) An employee on parental leave is required to give not less than one month's written notification stating whether or not they will be returning to work at the end of the period of parental leave.
- (iii) An employee may request to return to work early from parental leave. Following consultation with the employee's manager, the Human Resources Director or his/her delegate will notify the employee whether or not the request is approved.
- (iv) An employee may request to return to work on reduced hours. Following consultation with the employee's manager, the Human Resources Director or his/her delegate will notify the employee whether or not the request is approved. In making a decision, regard will be given to the wishes of the employee and the needs of the University.
- (v) An employee may request an extension of parental leave if they are unable to return to work at the expiry of parental leave. Following consultation with the employee's manager, the Human Resources Director or his/her delegate will notify the employee whether or not the request is approved. In making a decision, regard will be given to the wishes of the employee and the needs of the University.

(e) Employment Protection

- (i) Subject to clause (e)(ii), an employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave. A similar position means a position:
 - at the equivalent salary and grading,
 - on the same university campus, and
 - involving responsibilities broadly comparable to those exercised in the previous position.
- (ii) 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 his/her intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority):
 - the same position, if it is vacant at that time, or a similar position to the one she/he occupied before commencing parental leave; or
 - 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
 - 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 month's notice.
- (iii) For the purposes of service related entitlements and service recognition, Parental Leave is deemed to interrupt but not break service.

(f) **Redundancy**

If a redundancy occurs in relation to a job that is held by an employee who is on parental leave, then the provisions of Clause 35 of this Agreement will apply.

(g) **Preferential Re-employment after Absence due to Child Care**

- (i) Continuing employees who terminate their employment because they are caring for pre-school children are entitled to the preferential provisions for re-employment set out in this section.
- (ii) The provisions of this section do not apply to a former employee whose absence exceeds four years from the date of resignation after the expiry of parental leave or five years from the date of resignation when they had an entitlement to up to 52 weeks parental leave at the time of resignation.
- (iii) An applicant must give the employer at least three months notice in writing, before the expiry of the period noted in (ii) above, of their wish to be re-employed. The notification must be accompanied by the birth certificate of the pre-school child and a statutory declaration stating that absence has been due to the care of the pre-school child and that paid employment has not been entered into or other income received during that absence. 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.
- (iv) On receipt of the applicant's notice, the employer will advise the applicant in writing if they meet the criteria of this section.
- (v) Where the applicant meets the criteria set out in (ii) and (iii) above, the applicant will be appointed in preference to any other applicant for a position if at the time of the application the applicant has the necessary skills to fill the vacancy competently, and the position is substantially the same in character and is at the same or lower salary and grading as the position previously held by the applicant.
- (vi) 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.
- (vii) If, on appointment to a position in accordance with this section, the employee re-activates employer-subsidised superannuation, they will not be entitled to purchase the period of child care absence as contributory service and will not be required to maintain contributions in respect of the period of absence.
- (viii) If an applicant is not appointed to a position within 12 months of the expiry of the period specified in (ii) above, the benefits of these provisions will lapse.

- (h) For Fixed Term employees parental leave is available in accordance with the provisions of the Parental Leave and Employment Protection Act.

28. 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.

29. 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.

30. 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.

Part Five: Terms of Employment

31. 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.

32. 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 his/her employment.

33. 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 his/her 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.

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- (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 he/she is entitled, a taxable lump sum to the value of the salary for the period of retirement leave to which he/she 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.

34. 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.

35. REDUNDANCY

The following provisions (clauses 35 (a) to (d)) apply to Continuing 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 sub clause (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.

The following provisions (clauses 35 (e) to f)) apply to 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.

36. 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 he/she 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.

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

38. 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.

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- (c) Matters under review that require consultation in terms of this clause will be notified to the employee and his or her 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.

Part Six: Allowances

39. 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.

40. TRANSPORT ALLOWANCE

An employee authorised to use his/her private motor vehicle on official business may be paid a motor vehicle allowance in accordance with the following rates.

Annual work-related km	Mileage rate
Motor Cars - two tier scale	
1 to 3,000 km	70c per km
3,001 km and over	19c for each km over 3,000
Alternatively:	
Motor Cars - flat rate	28c per km
Motorcycles - two tier scale	
1 to 3,000 km	31c per km
3,001 km and over	10c for each km over 3,000
Alternatively:	
Motorcycles -flat rate	14.5c per km

- (b) Staff may elect either the two tier or the flat rate mileage system.
- (c) These rates will be adjusted in accordance with the Department of Inland Revenue's annual review of mileage rates.

41. TUITION FEES

- (a) **Clause 41 applies to Continuing Employees only and has no application employees engaged on a Fixed Term basis.**
- (b) 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.

42. 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.

43. 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.

Part Seven: General Provisions

44. 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.

45. 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.

46. 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.

47. 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 take all reasonable steps to eliminate, isolate and minimise any health and safety hazards arising in the workplace and that adequate and sufficient safety equipment is provided.
- (c) It shall be the responsibility of an employee to work safely and report any hazards, accidents or injuries immediately to his/her 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 use of safety clothing and equipment provided by the employer. Failure to do so shall constitute misconduct.
- (e) An employee must ensure that safe working practices are observed at all times.

48. 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.

49. EYE TESTS

- (a) (i) For continuing employees only an employee who is engaged in VDU and/or microscope duties for at least 50 percent of his/her normal working time shall be entitled to an eye test at the employer's expense immediately upon being assigned to such duties. 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 for the normal viewing distance of a VDU and/or use of a microscope, or that eyesight has deteriorated, then the cost of prescription eyewear will be met by the employer by reimbursement.
- (ii) For fixed term employees only an employee who is engaged in VDU and/or microscope duties for at least 18 hours per week for more than a three month continuous term of employment shall be entitled to an eye test at the employer's expense immediately upon being assigned to such duties. Further tests shall be provided at not less than two yearly intervals of continuous employment upon application to the employer. If the test discloses that prescription eyewear is required for the normal viewing distance of a VDU and/or use of a microscope, or that eyesight has deteriorated, then the cost of prescription eyewear 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 is \$250.

50. 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 50 applies to Continuing Employees only and is not applicable to employees engaged on a Fixed Term agreement.

51. 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.

52. RECOGNITION OF TIKANGA MAORI, TE REO MAORI AND ADDITIONAL LANGUAGE SKILLS

Where employees are called on by the University to use Tikanga Maori, Te Reo Maori or other language skills in circumstances outside of their job requirements and where such duties are above and beyond the normal requirements of the employee, the University will recognise such contributions.

53. 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.

54. 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 Eight: Savings

55. GENERAL OCCUPATIONAL GROUPS SAVINGS (“Grandparent Clause”)

For 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.

56. GENERAL

- (a) **Clause 56 applies to Continuing Employees only and has no application to Fixed Term employees.**
- (b) 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 he/she 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.
- (c) 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.

Part Nine: Employment Relationship Problems

57. 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 him/her:
- 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: Divisional Directors/Managers, the Manager 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:

Julie Culliford

Signature

Date

TEU Signatories:

Name

Signature

Date

Name

Signature

Date

PSA Signatories:

Name

Signature

Date

Name

Signature

Date

SCHEDULE ONE

1. GENERAL STAFF SALARY SCALE

The 1 January 2011 salary scale will run until 31 December 2011. The 1 January 2012 salary scale will run until 31 December.

Grade	\$ per annum wef 1/1/2011	\$ per annum wef 1/1/2012
Grade 6	74,910 range to 67,990 midpoint range to 61,040	76,260 range to 69,220 midpoint range to 62,140
Grade 5	69,360 range to 62,440 midpoint range to 55,610	70,610 range to 63,570 midpoint range to 56,610
Grade 4	58,320 range to 52,870 midpoint range to 47,460	59,370 range to 53,830 midpoint range to 48,360
Grade 3	52,870 range to 47,460 midpoint 46,130 44,800 43,460 42,130	53,830 range to 48,360 midpoint 47,030 45,700 44,360 43,030
Grade 2	44,800 range to 39,540 midpoint 38,220 36,940 35,630 34,330 33,040 31,750	45,700 range to 40,440 midpoint 39,120 37,840 36,530 35,230 33,940 32,650
Grade 1	42,130 range to 35,630 midpoint 34,330 33,040 31,750 30,410 29,130 27,840	43,030 range to 36,530 midpoint 35,230 33,940 32,650 31,310 30,030 28,740

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 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 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.