

**SERVICES STAFF**

# **COLLECTIVE EMPLOYMENT AGREEMENT**

**1 January 2014 – 30 June 2016**

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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 Engineering, Printing and Manufacturing Union Incorporated (EPMU).

### **2. COVERAGE**

- (a) Subject to 2(b), this Agreement shall apply to those employees who are members of a union listed in 1(b) and employed in the following or similar categories:
  - Central Store staff
  - Cleaning staff
  - Campus Support staff
  - Gardening staff
  - Trades staff (includes Boiler Attendants, Carpenters, Electricians, Fitters, Labourers, Painters and Plumbers)
  - Hostel Supervisors and Kitchen staff engaged at the Telford Division, excluding the Hostel Manager position
- (b) The following types of employee within the categories listed above are excluded from coverage of this agreement:
  - (i) casual staff, and
  - (ii) fixed term appointments where the employer for genuine operational reasons does not require the permanent services of an employee. This will ordinarily be the case where the role to be filled is not a permanent one, e.g. because of temporary absence of the permanent staff member, or the task or project is for a defined term only.
- (c) The parties to this Agreement agree that at the time an employee covered by this agreement is appointed to a position outside of the occupational categories listed in clause 2(a) the employee shall cease to be covered by this Agreement at the time the employee takes up the appointment to the new position.

### **3. 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.

### **4. TERM**

This Agreement shall come into force on 1 January 2014 and shall expire on 30 June 2016.

### **5. OBJECTS**

- (a) This Agreement supersedes any previous agreements, arrangements, understandings, customary practices or individual terms of employment that may have applied prior to the signing of this Agreement and no such matters will be recognised as a term of this Agreement unless they are:
  - (i) Set out in this Agreement; or

- (ii) Have been agreed subsequent to the signing of this Agreement and recorded in writing to take effect as individual terms and conditions which are not inconsistent with anything in this Agreement.

## **6. VARIATIONS**

- (a) The parties to this 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.
- (c) The provisions of this clause shall not apply to variations made in accordance with express terms of this Agreement.

## **7. GENERAL**

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

## **8. DEFINITIONS**

**University** means Lincoln University.

**Full-time Continuing Employee** means an employee working on a continuing basis for 40 hours or more per working week for 52 weeks per year.

**Part-time Continuing Employee** means an employee working on a continuing basis, but for less than 40 hours per working week for 52 weeks per year.

**Full-time Part year Employee** means an employee working on a continuing basis, for 40 hours or more per working week for less than 52 weeks per year.

**Part-time Part year Employee** means an employee working on a continuing basis, but for less than 40 hours per working week less than 52 weeks per year.

**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.

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## ***PART TWO - HOURS OF WORK***

## **9. HOURS OF WORK**

- (a)
  - (i) The ordinary hours of work shall not exceed 40 in any week, 8 in any day and 5 days per week without the payment of overtime.
  - (ii) Upon request by an individual employee or a group of employees, the employer may agree to vary the ordinary hours of work to allow an employee or group of employees to work four ten hour shifts in any week, without the payment of overtime. Any change to existing hours shall be by mutual agreement between the employees concerned and the employer.

- (b) (i) An employee shall have a break of 12 consecutive hours between work periods unless otherwise agreed. Where the employer requires an employee to work without a 12 consecutive hour interval the employee shall be paid at overtime rates in accordance with clause 10 until the completion of 12 consecutive hours between work periods.
- (ii) This provision shall not apply to:
  - (A) the period between the employee's daily working hours when the employee is working a split shift. Where practicable the employer shall set the hours to avoid split shifts. A split shift must be completed within 12.5 hours. After 12.5 hours, overtime provisions in accordance with clause 10(a) shall apply.
  - (B) emergency call-outs as provided for in clause 13.
- (c) (i) Where practical, a regular pattern of hours shall be established and maintained. Where this is not practical, the employer shall display and have accessible to an employee at all times a roster setting out an employee's hours of work.
- (ii) The employer shall give seven days notice of a change to the roster provided that an employee may agree to a lesser period of notice.
- (d) Where required, an employee shall complete a timesheet specifying the number of hours worked each day at the conclusion of each work period.
- (e) Employees classified as part-time continuing or part-time part year, will work hours based on the roster, with a minimum of two hours per day.
- (f) Employees required to undertake training shall be paid a minimum of one hour per day. The minimum specified hours in clause (e) above shall not apply.

## **10. OVERTIME**

- (a) All time worked in excess of the ordinary hours of work specified in clause 9(a)(i) or agreed to in accordance with clause 9(a)(ii), shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All overtime must be specifically authorised by the manager.
- (b) Overtime shall be calculated on a daily basis.
- (c) The base rate for the calculation of overtime shall be as specified in the employee's Individual Pay and Conditions Schedule.

## **11. SUNDAY RATE**

- (a) All time worked on Sunday shall be paid for at the rate of time and a half.
- (b) The rates of pay provided for in this clause and clause 10 shall not be cumulative.
- (c) The base rate for the calculation of overtime shall be as specified in the employee's Individual Pay and Conditions Schedule.

## **12. WEEKLY BREAKS**

- (a) (i) An employee shall be entitled to two consecutive days break in each week.
- (ii) An individual employee or group of employees and the employer may agree to vary this provision. In these circumstances the provisions of clause 12(c) shall not be applicable.
- (b) By mutual agreement an employee's weekly break may be changed, provided that agreement to change an employee's weekly break is not necessary to change rostered and rotating shift staff whose weekly breaks will be determined by the roster. The employer may not make a temporary change in the worker's weekly break for the purpose of evading special payment.
- (c) (i) The employer may request the employee to work on one or both days of the weekly holidays.
- (ii) Where an employee agrees to work on one or both of the weekly holidays, the employee and supervisor shall reach agreement on which option below will form the basis of payment for time worked. Such agreement to be reached prior to the employee working the sixth or seventh day:

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- (A) ordinary time rates for the time worked plus paid time off in lieu equivalent to the number of hours worked; or
  - (B) time off in lieu equivalent to twice the number of hours worked and no payment for the time worked; or
  - (C) payment for the time worked at double time rates with a minimum three hour payment in option (A) or (C).
- (d) Where an employee is entitled to time off in lieu under this clause, any such lieu days must be taken within the employee's ordinary hours of work within the year the employee became entitled to them.
- (e) The provisions of this clause are not applicable to emergency call-outs.

### 13. EMERGENCY CALL-OUT

The following shall apply only to Trades Staff and Campus Support Staff. This clause only applies if the employee has left the workplace.

- (a) The employer may require an employee to work in emergency situations. Emergency situations include but are not limited to fire, flood, earthquake, and breakdown of machinery or equipment.
- (b) An employee who is called out in an emergency situation shall be paid as follows:
  - (i) All time worked shall be paid for at the rate of double time, or time off in lieu equivalent to twice the number of hours worked up to a maximum of five days per calendar year unless approved otherwise by their Manager.
  - (ii) All time worked on a public holiday shall be paid for at the rate of double time. The employee shall be entitled to a day in lieu of the holiday, provided that the public holiday falls on a day which would otherwise be that employee's normal working day.
  - (iii) For Trade Staff only: an employee who is rostered on call in the three working days between Christmas and New Year shall be entitled to a one off taxable payment of a relevant days pay for each twenty four hour period on call in addition to any payment specified in clause 13(b)(iv). By receiving this payment the employee will not receive an additional day in Lieu.
  - (iv) An employee will be entitled to a minimum of three (3) hours pay at double time for an emergency call out, or equivalent time in lieu up to a maximum of five days per calendar year unless approved otherwise by their Manager.
- (c) In addition to the rates set out above, the employee shall be entitled to reimbursement of a travel allowance as per the Inland Revenue guidelines.
- (d) The rates set out in clauses 10, 11 and 12 shall not be cumulative with the rates set out in this clause.
- (e) The provisions of clause 12 do not apply to emergency situations as outlined by this clause.
- (f) Where an employee is entitled to time off in lieu under this clause, any such lieu days must be taken within the employee's ordinary hours of work within the year the employee became entitled to them otherwise this time will be paid out to the employee. Approval to take time in lieu shall be in agreement with the Manager and will not be unnecessarily withheld. (Statutory days in lieu will not be forfeited.)
- (g) For Trades Staff Only: In addition to the rates set out above, an employee who is on standby for an emergency call on a statutory holiday will receive a taxable standby payment of \$54.00 for each twenty four hour period or part thereof.
- (h) When staff are on call they must respond to the caller or Security Desk as soon as possible after being called, and generally no later than 30 minutes after, giving an estimated time of arrival on campus, normally no later than one hour after receiving the initial phone call.
- (i)
  - (i) An employee who is called back before they have completed nine continuous hours off duty shall be entitled to 9 hours off duty on completion of the call back.
  - (ii) An employee who is called back after completing nine continuous hours off duty shall be entitled to six hours off duty on completion of the call back. This will not apply where an employee is called out within two hours of the normal starting time.

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#### **14. REFRESHMENT AND MEAL INTERVALS**

- (a) An employee shall not be required to work more than five continuous hours without an unpaid meal interval of 30 minutes.
- (b) An employee shall be entitled to a refreshment break of ten minutes during each four hour continuous work period. Tea, coffee and milk shall be supplied free of charge by the employer.
- (c) The times that refreshment and meal intervals are taken shall be determined by the employer after consultation with the employee.
- (d) An employee may agree to work through a refreshment or meal interval or to extend the work periods set out in (a) and (b) of this clause before taking a refreshment break or meal interval.
- (e) Where a meal break is not taken, other than in accordance with (d) of this clause, overtime rates in accordance with clause 10 shall be paid for the hours worked after the five hours on that day until the meal break is taken or the shift is completed.

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### ***PART THREE - REMUNERATION***

#### **15. REMUNERATION AND SALARY REVIEW**

- (a) The employee shall be entitled to be paid a salary on the basis of the relevant salary rates specified in Schedule A.
- (b) The appointment of employees on the relevant scale shall be determined by the employer on the basis of the criteria set out in clause 15(c). Progression through the relevant scale shall be similarly determined by the employer on the basis of the criteria set out in clause 15(d).
- (c) **Placement on Appointment in Salary Scales**  
Employees will be placed at a point on the relevant scale, taking into consideration:
  - (i) Relevant work experience in previous or current employment,
  - (ii) Relevant educational or other qualifications,
  - (iii) Ease or difficulty of recruitment, having regard to the specific skills and the level of skills required.
- (d) **Movement in Salary Scales**
  - (i) Employees will progress through the salary scales below the mid-point provided the Manager confirms that the employee has met or exceeded their objectives in accordance with the University's Annual Salary Review Procedure.
  - (ii) Progression above the mid-point for the grade will be considered using 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 regrading.

To achieve progression on the basis of individual or team performance, there needs to be clear evidence of meritorious performance in accordance with the University's Annual Promotions Procedure.
- (e) **Annual Review**
  - (i) All salaries shall be subject to annual review. This does not however preclude an individual review in special circumstances.
  - (ii) Subject to the employee meeting the criteria for advancement in the Annual Salary Review or Promotions Procedure, the minimum increase granted within a range of rates will be not less than \$900 per annum (pro rated for part-time).

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- (f) Individual salary rates cannot be reduced by reason of the operation of the range of rates, with the exception of the following:
- (i) The employer shall change a part-time employee's hourly rate of pay in accordance with the calculations discussed with and confirmed in writing to the individual employee when a part-time employee's hours of work change so that the employee:
    - (A) works increased hours of work on the same number of days on which he/she is currently employed; or
    - (B) works the same number of hours per week on more days on which he/she is currently employed.
  - (ii) The employer shall change a shift worker's hourly rate of pay in circumstances where the employee's hours of work shall change so that the employee does not work on a Saturday and/or Sunday. Any change to the hourly rate of pay will be in accordance with the calculations discussed with and confirmed in writing to the individual employee.
- (g) The employee may use the divisor of 2085.714 to calculate their hourly rate. Please note that this may change from time to time upon agreement.
- (h) 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.
- (i) **Co-ordinators Allowance**
- (i) Co-ordinators will be paid a taxable, non-superable, allowance of not less than \$1,656 per annum with effect 1 January 2011.
  - (ii) All allowances shall be reviewed at each Services Staff Collective Employment Agreement negotiations.

## **16. PERFORMANCE PAY**

In addition to normal salary progression, the employer may decide to pay an additional performance payment to an employee or team for outstanding achievement(s). Any such payment will generally be defined by written performance criteria and signed by the employee or team and the employer. The written agreement will include a list of objectives, the performance measures that will be used to evaluate achievements, the amount available and timing of payment.

## **17. PAYMENT OF SALARIES**

- (a) Salaries shall be paid fortnightly no later than Thursday 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.

## **18. 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 would normally be for a period of two weeks and 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.



## **PART FOUR - LEAVE**

### **19. ANNUAL LEAVE**

- (a) An employee shall, after the completion of each year of service, be entitled to five weeks annual leave.
- (b) Payment for annual holidays shall be made in accordance with the provisions of the Holidays Act 2003 or its amendments.
- (c) Where practical, annual leave shall be taken by mutual consent. The employer shall give 14 days' notice to an employee to take any part of the employee's annual holiday.
- (d) An employee will receive payment for annual leave in the pay that relates to the period during which the holiday is taken, except in circumstances where the employee requests that payment is made prior to going on annual leave.
- (e) The employer shall allow and the employee shall take, all annual holidays provided for in this clause within 12 months from the date of entitlement.

### **20. LONG SERVICE HOLIDAY**

- (a) An employee shall be entitled upon completion of 15 years of consecutive service with Lincoln University, and each completed 15 years of consecutive service thereafter, 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.
- (b) Notwithstanding the above, in special circumstances and where the request is made no less than three months before the expiry of the period, the Human Resources Director may agree in writing to extend the five year period.

### **21. PUBLIC & UNIVERSITY HOLIDAYS**

- (a) An employee shall be entitled to the following public holidays to be paid in accordance with the Holidays Act 2003 or its amendments, provided they fall on days that would normally be worked by the employee:  

Christmas Day, Boxing Day, New Years Day, 2 January, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Birthday of the Reigning Sovereign, Labour Day, Provincial Anniversary Day.
- (b) An employee shall be entitled to a paid day as a University Holiday on:
  - (i) the last working day before Christmas Day (provided that the employee is required to work within the five working days immediately preceding this day),
  - (ii) the three working days between Christmas and New Year, and
  - (iii) Easter Tuesday,

provided the specified day falls on a day that would normally be worked by the employee.
- (c) Part-time, part-year employees shall not be paid for statutory holidays that occur during the period they are not required to work at the University.
- (d) An employee who is required to work on one of the days referred to in subclause (a) or (b) 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 the rate of double time and be entitled to a paid day in lieu of the holiday instead of payment in accordance with subclause (a) of this clause.
- (e) If a holiday listed in 21(a) or (b) falls on an employee's rostered day off, the employee will have an additional day, or the number of hours ordinarily worked, added to his/her annual leave or be paid an ordinary days, or number of hours ordinarily worked, pay in lieu of taking the holiday. For the avoidance of doubt, the employee is not entitled to be paid public holiday entitlements for more than four public holidays in respect of Christmas Day, Boxing Day, New Year's Day and 2 January.

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

- (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 or domestic leave to their supervisor as early as possible, and whenever practicable, within thirty minutes of normal starting time. A leave request for the absence must be submitted for each period of sick/domestic leave. If the employee is unable to submit the request, the manager can, with approval from the employee, submit it on his/her behalf. 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) 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.
- (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) Before taking any action under clauses (e) and (f) above, 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 that may be given to the employer by or on behalf of the employee.
- (h) 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.

## **23. PARENTAL LEAVE**

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

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

#### ***Entitlement and Eligibility***

- (c) Employees of the University are entitled to parental leave in the following circumstances:
  - (i) In respect of every child born to them or their partner.
  - (ii) In respect of every child up to and including five years of age, adopted by them or their partner.
  - (iii) Leave up to 52 weeks may be granted to employees with at least one year's service since commencement or their return from Parental Leave. For those with less than one year's service since commencement or their return from Parental Leave, parental leave up to 26 weeks may be granted. The maximum period of parental leave may be taken by either the 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) A female employee who is pregnant is entitled, before taking parental leave, to take a total of up to 10 days' special leave without pay for reasons connected with her pregnancy.
  - (ii) A male employee may take a continuous 14 day period on leave without pay as leave. Leave may be taken any time during the six week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

#### *Job Protection*

- (e)
  - (i) An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he 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 his/her 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 occupied before commencing parental leave; or
  - (ii) If this is not possible, the employer may approve an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available, or
  - (iii) Where extended parental leave as provided above expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice.

#### *Deployment*

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

#### *Paid Parental Leave*

- (i) Where an employee who has at least 12 months continuous employment and is entitled to up to 52 weeks parental leave goes on parental leave, 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 this clause.
- (n) The provisions of this clause do not apply to an employee whose absence exceeds four years from the date of resignation or five years from the date of resignation when an employee either takes or has an entitlement to 52 weeks parental leave at the time of resigning.
- (o) An applicant shall produce a birth certificate of the pre-school child; and sign a statutory declaration stating that absence has been due to the care of a pre-school child and paid employment has not been entered into or other income received during that absence.

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

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

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

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

## **24. BEREAVEMENT 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. Such leave will be no less than the requirements under the Holidays Act 2003 or its amendments.
- (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.
- (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.
- (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.

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- (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.

## **25. JURY SERVICE**

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

## **26. 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.

## **27. STUDY LEAVE**

An employee may be granted Study leave on pay for the acquisition of qualification, including examinations, or to attend courses and seminars determined by the employer to be relevant to the needs of the University.

## **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.

## **29. EMPLOYMENT RELATIONS EDUCATION LEAVE**

- (a) University staff members who are representatives of a union party to this agreement 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 Union 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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## **PART FIVE - TERMS OF EMPLOYMENT**

### **30. TERMINATION OF EMPLOYMENT**

- (a) Either party shall give two weeks' notice of termination of employment, which may be reduced by written agreement. This shall not prevent the instant termination of employment for serious misconduct.
- (b) The employer has the option to pay salary in lieu of notice.
- (c) Medical Termination
  - (i) 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.
  - (ii) Before taking any action under clause (i) above, 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 that may be given to the employer by or on behalf of the employee.
- (d) Suspension

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.

### **31. ABANDONMENT OF EMPLOYMENT**

- (a) Where an employee is absent from work for a continuous period exceeding three days without notification or just cause the employee shall be deemed to have terminated his/her employment.
- (b) The employer undertakes to take reasonable steps to contact the employee before invoking this clause.

### **32. 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.

### **33. RETIREMENT**

- (a) An employee is required to give four months' notice of intention to retire. This does not negate the need to comply with the relevant period of notice specified in the Government Superannuation Fund or the New Zealand Universities Superannuation Scheme.
- (b) All employees shall be entitled to retiring leave as set out in clauses 33(c) – (g) below, provided:
  - (i) they have completed ten years or more service and their retirement has been approved by the employer; or
  - (ii) they have been permitted to retire early by the University.
- (c) Service for the purpose of calculating retiring leave means unbroken full-time or part-time and part year part-time (on a pro rata basis) employment in the University at the time when an employee ceases work.
- (d) (i) Staff who commenced employment after 30 May 2001 who are entitled to retirement leave shall be eligible to receive retirement leave according to the following table:

Length of Service	Retirement leave Entitlement
Fifteen years completed service	7 weeks retirement leave
Completed service between 16 and 25 years inclusive	An additional 4 days for every completed year

(ii) Maximum retirement leave is 15 weeks.

(e) Staff employed prior to 31 May 2001 who are entitled to retirement leave shall be eligible to receive retiring leave according to the following table:

Length of Service	Retirement leave Entitlement
Ten years completed service	12 weeks retirement leave
Completed service between 11 and 20 years inclusive	An additional one week for every completed year

(f) Retiring leave commences from the working day following the last day of duty or, where Annual or Long Service Leave is due, on ceasing duty from the working day following expiry of all such leave.

(g) General Conditions

(i) The full qualifying period must be completed before retiring leave is granted.

(ii) Retiring leave is not to count as part of service.

(iii) All employees eligible for retirement leave may accept, instead of any period of retirement leave to which they are entitled, a lump sum taxable equivalent in value to that leave.

(iv) On the death of an employee the employer may approve a cash grant in lieu of retirement leave to the deceased estate.

Note: In the event any wording of this clause is not in compliance with the Human Rights Act 1993 the parties agree to review the wording to ensure compliance.

### 34. REDUNDANCY AND REDEPLOYMENT

(a) Where the University reaches a preliminary decision that employee(s) positions are redundant, the University shall advise the affected employee(s) of its views and the potential consequences for the employees. The appropriate union(s) shall be notified before notification is given to the affected employee(s). The purpose of this notification will be to allow for consultation.

(b) The employee(s) shall be invited to make representations to the University on its preliminary decision, which shall be given consideration by the University before it reaches a final decision in respect to whether a redundancy situation does exist.

(c) Selection

(i) When a redundancy situation has been identified, the University may call for volunteers, who may be accepted at the discretion of the University.

(ii) In selecting employees to be made redundant, the University reserves the right of continuing the employment of selected employees who by reason of special skills or attributes are, in the University's opinion, necessary for efficient and effective operations.

(d) Where the University determines, after exploring voluntary severance options, that a redundancy situation does exist, the employees shall be given three months' notice of termination of employment to take effect if no other alternatives are identified during the notice period.

(e) Provided continuous operations of the employer can be maintained, the employer may allow the employee to commence alternative employment prior to the completion of his/her notice period. In these circumstances the employee shall be entitled to redundancy compensation in accordance with clause 34.

(f) The University and the employees shall explore the possibility of re-deployment during the notice period.

(g) Redeployment

(i) The conditions under which employees may be redeployed to alternative duties within the University are as follows:

(A) By agreement employees may be redeployed to a position at the same, higher or lower salary.

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- (B) 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) 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
    - (B) 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.
  - (iii) Where an employee is redeployed into an alternative position the employee may within the first three months in the new position, elect to resign from it, giving one month's notice, and uplift a severance payment. The severance payment will be calculated only on the salary and service of the employee immediately prior to the time he/she was redeployed into the position from which he/she is resigning.
- (h) Upon leaving the University due to redundancy the employee shall receive:
- (i) Five weeks ordinary pay for the first year (or less) of service to the University; and
  - (ii) Three weeks ordinary pay for the second and subsequent years;
- up to a maximum pay out of thirty two weeks ordinary pay.
- (i) There is no right to redundancy compensation where the employer:
- (i) Transfers the employee to an alternative position with the employer on substantially the same terms and conditions of employment; or
  - (ii) Sells, transfers or leases a business and the employee transfers to the new employer on substantially the same terms and conditions of employment.

Note: It is the intention of the parties that employees not be disadvantaged by such a transfer.

### 35. 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 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 service 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 the 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 34.
- (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 employees existing terms of employment and the notice provisions of clause 30 will apply. Clause 34 will not apply with the exception of clause 34(g)(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 34 will apply.

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## **PART SIX - GENERAL PROVISIONS**

### **36. CONFIDENTIALITY**

An employee covered by 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:

- 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;
- 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.

### **37. UNION MEETINGS**

- (a) The employer shall allow each employee who has nominated a Union as their representative to attend union meetings on ordinary pay, up to a total of four (4) hours in each calendar year.
- (b) The Union 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 Union shall supply the employer with a list of employees who attended the meeting, and shall advise the time the meeting finished.
- (d) The Union 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.

### **38. DEDUCTION OF UNION FEES**

- (a) The employer shall deduct union fees from the wages of members of a Union bound by this agreement each pay period. This also includes periods of time off work on paid leave.
- (b) The employer shall remit all deducted fees to the Union no less than monthly on or by the 20th of the month following deduction, such remittance to be made as a single bulk direct credit to the Union's bank account with an identifying reference.
- (c) The employer shall simultaneously forward to the union via email where possible, or by post, a schedule detailing the name of the employee(s), value of the deduction, the employee's payroll number, the termination date of any employee who has left, and details of the period covered by the remittance.

### **39. UNION RIGHT OF ACCESS**

Subject to the Employment Relations Act 2000, the appointed Union of employee(s) shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises for the purpose of interviewing any workers represented by the union or enforcing this Agreement, but not so as to interfere unreasonably with the employer's business.

### **40. HEALTH AND SAFETY**

- (a) The employer and employee shall comply with legal requirements in safety, health and welfare matters.

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- (b) It shall be the responsibility of the employer to ensure that employees are protected from health and safety hazards arising in the workplace. The employer will take all reasonable steps to eliminate, isolate and minimise 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 to 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 may constitute misconduct.
- (e) An employee must ensure that safe working practices are observed at all times.

#### **41. EQUAL EMPLOYMENT OPPORTUNITY**

The employer has an equal employment opportunity policy, the details of which are available upon request by the employee.

#### **42. HARASSMENT**

The University's harassment procedures shall apply. Copies of this policy are available at the work site.

#### **43. 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) With the implementation of KiwiSaver, no employee shall receive employee contribution to superannuation of more than the percentage rate for employer contributions to the NZUSS scheme, ie staff are not able to "double-dip".

#### **44. UNIFORMS**

The employer shall supply an employee with a uniform in accordance with the University's Uniform Policy, suitable for the duties which an employee is required to carry out.

#### **45. MEAL REIMBURSEMENT**

Where an employee is required to work more than two hours overtime following a normal working day, they shall be entitled to reimbursement of the cost of a meal, on production of receipts, up to a maximum of \$12.50.

#### **46. PRACTICING LICENCE**

Where an employee is required by legislation to hold an annual practicing licence in order to undertake their responsibilities, then the cost of such a licence shall be reimbursed to the employee by the employer.

#### **47. TRANSPORT ALLOWANCE**

- (a) An employee authorised to use his/her private motor vehicle on official business may be paid a motor vehicle allowance in accordance with the Department of Inland Revenue mileage rates.

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- (b) This rate will be adjusted in accordance with the Department of Inland Revenue's annual review of mileage rates.
  - (c) This does not prevent an employee and the Property Manager from agreeing a different arrangement to the rates specified in (a) above.
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## **PART SEVEN – TELFORD DIVISION – HOSTEL SUPERVISORS AND KITCHEN STAFF**

### **48. HOSTEL SUPERVISORS AND KITCHEN STAFF/CHEFS/COOKS ENGAGED AT TELFORD DIVISION**

- (a) The provisions of clauses 9, 10, 11, 12, 15(i), 21(b)(iii), and 45 of this Collective Agreement will not be applicable to these staff.
  - (b) Hours of Work
    - (i) Kitchen Staff/Chefs/Cooks

The employees will work varied hours per week as rostered by the employer.

Employees will be paid at the rate of T1/4 for all hours worked on a Saturday or Sunday. This clause will come into effect in the first pay period following ratification of the collective agreement.
    - (ii) Hostel Supervisors

The employees will be engaged to work during periods when students are in residence and will work such hours as are rostered by the employer.

Any hours worked when students are not in residence, including the number of hours to be worked and the timing when these hours are worked, will be by agreement between the employer and an employee.
    - (iii) In determining the rostered hours for Kitchen Staff and Hostel Supervisors, the employer will have regard to its obligation to be a good employer, its work and family policy and established practices for meetings its operational requirements.
  - (c) An employee shall be entitled to a paid day as a University Holiday on Easter Wednesday, provided that day falls on a day that would normally be worked by the employee.
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## **PART EIGHT – EMPLOYMENT RELATIONSHIP PROBLEMS**

### **49. 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: 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 Ministry of Business, Innovation and Employment 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 Ministry of Business, Innovation and Employment, 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.
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## 50. SIGNATORIES

For and on behalf of the Vice-Chancellor:

Name

Signature

Date

Julie Williamson  
(Human Resources Director)



26 June 2014

Union Signatories:

Name

Signature

Date

Nanette Cormack  
(The Tertiary Education Union)



10 June 2014

Paul Johnston

(New Zealand Engineering, Printing and Manufacturing Union Inc)



23 June 2014

## APPENDIX A

### 1. REMUNERATION AND RANGES OF RATES

Effective 1 January 2014, apply a 1.4% increase to paid and printed rates.

Effective 1 January 2015, apply a percentage increase to paid and printed rates which will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2014, as published by Statistics New Zealand.

Effective 1 January 2016, apply a percentage increase to paid and printed rates which will be linked to Consumer Price Index (CPI) increase for the year to 30 September 2015, as published by Statistics New Zealand. The 1 January 2016 scale will run until 31 December 2016.

Grade/Position	Salary \$ per annum wef 1/1/2014
<b>S1 Central Store Staff</b>	<b>46,530</b> range to 39,185 midpoint <b>31,840</b>
<b>S2 Cleaning Staff</b>	<b>35,700</b> range to 33,230 midpoint <b>30,760</b>
<b>S3 Campus Support Staff</b>	<b>46,530</b> range to 38,645 midpoint <b>30,760</b>
Note: Minimum starting rate for Evening Campus Support is \$34,400	
<b>S4 Gardening Staff</b>	
<i>(a) Gardeners/Labourers</i>	<b>37,870</b> range to 34,315 midpoint <b>30,760</b>
<i>(b) Qualified Gardeners</i>	<b>48,950</b> range to 42,610 midpoint <b>36,270</b>
<b>S5 Trades Staff</b>	
<i>(a) Carpenters, Painters</i>	<b>58,750</b> range to 51,100 midpoint <b>43,450</b>
<i>(b) Electricians, Fitters, Plumbers</i>	<b>67,300</b> range to 57,825 midpoint <b>48,350</b>
Note: Trade staff rates include on-call allowance	
<b>S6 Trades Assistants</b>	<b>39,100</b> range to 34,930 midpoint <b>30,760</b>
<b>S7 Kitchen Staff</b>	
<i>(a) Kitchen Hands</i>	<b>38,030</b> range to 34,395 midpoint <b>30,760</b>
<i>(b) Chefs/Cooks</i>	<b>45,630</b> range to 39,295 midpoint <b>32,960</b>
<b>S8 Hostel Supervisors</b>	<b>45,630</b> range to 39,295 midpoint <b>32,960</b>

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