

TERMS OF SETTLEMENT

MASSEY UNIVERSITY COLLECTIVE EMPLOYMENT AGREEMENT

These terms of settlement record the agreements reached by the parties and are subject to applicable ratification procedures.

The Parties are; the New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU), the Tertiary Institutes Allied Staff Association (TIASA), the New Zealand Building Trades Union (NZBTU), the NZ Engineering Printing and Manufacturing Union Incorporated (EPMU), the New Zealand Public Service Association (PSA), and the Vice-Chancellor of Massey University.

1. Recognition

- 1.1 Replace current clause 1.3 with new clause 1.3 (as attached in full at **Appendix One**). This would have the effect of:
- The heading to be replaced with "*Recognition and Operation of Unions (Aca&Gen)*"
 - Existing sub clauses 1.3.1 to 1.3.3 to remain unchanged.
 - Current clause 9.5 (and sub clauses) regarding "*Workplace Access*" be moved to clause 1.3.
 - Current clause 9.6 (and sub clauses) regarding "*Union Meetings*" be moved to clause 1.3.
 - New clause to be included titled "*New Employees*".

2. Term of Agreement

- 2.1 Replace clause 1.7.1 with:

1.7.1 This Agreement shall be deemed to come into force on 1 July 2011 and shall continue in force until 30 June 2012.

3. Remuneration and Allowances

- 3.1 Increase all personal salaries and printed rates (including salary scale steps, increments and minimum and maximum of ranges) by 1.8% with effect from 9 January 2012. In addition, the following taxable lump sum payments (pro-rated for part time staff) will be paid:
- (a) \$400 with effect from 31 October 2011 and
 - (b) \$200 with effect from 9 January 2012

Note: The quantum of the lump sum an individual will receive will be based on their full time equivalency (FTE) as at the effective date of the lump sum payment.

- 3.2 Replace table at clause 4.3 titled "*General Employee Salary Scales (Gen)*" with table at **Appendix Two**.
- 3.3 Replace tables at clause 4.9 titled "*Salary Scales (Aca)*", and Schedule B of Schedule One (Massey University at Wellington Lecturers Collective Agreement) with the respective tables at **Appendix Three**.
- 3.4 Amend clause 4.8.1.1 to widen the potential value of accelerated progression for general staff. The new clause is to read:
- "4.8.1.1(c) An accelerated increase will be within the range of \$500 to \$1,500."*

The parties agree the above clause for the new collective agreement and will review it when they bargain for the renewal of that collective agreement.

- 3.5 The parties have worked together cooperatively to date to select a new methodology for the evaluation of general staff positions, and considerable work has been undertaken to

prepare for the implementation of this methodology. The parties are committed to continuing the work, and agree to establish a joint working party to progress the development of a new salary structure for general staff to reflect the implementation of the new job evaluation methodology (IPE). The working group will provide the parties with recommendation(s) for further consideration and discussion.

The working group will be convened as soon as possible and best endeavours will be used to agree the terms of reference for the working group within one month of the ratification of a new Agreement.

3.6 The parties agree to progress further discussion during the term of the Agreement regarding the academic staff pay scales. In particular, issues related to the overlap of the pay scales, and consideration of the pay scale for Senior Tutors (when compared with the pay scale for Senior English Language Teachers).

3.7 Increase allowances as set out in the table below:

Clause	Change
Incidentals Allowance (6.1.1.2)	Increase to \$8.08
Incidentals Allowance (6.3.9)	Increase to \$8.08
6.4 Tea/Coffee Allowance	Increase to \$68.91 per annum or \$1.46 per week

4. Acknowledgement of Affordability as a Pay Factor

4.1 The Unions acknowledge that affordability is a factor to be considered when determining wage movement.

5. Restructuring/Redundancy Provisions

5.1 Replace current Part 8 (restructuring/redundancy provisions) with content attached at **Appendix Four**. Note: For ease of reference, tracked changes have been retained to identify the changes in content.

6. Appendix A – University Workloads Policy and Procedures

6.1 The following change to the University Workloads Policy and Procedures will be proposed, and released to staff and Unions for consultation. Note: agreement to this does not prevent the employer from proposing other changes to this Policy and Procedures not related to the issue of transparency.

In the "Procedures for the Allocation of Workloads", replace the third to last paragraph with the following:


"A department's mechanism for allocating workloads should be reviewed from time to time, and will be reviewed at least once every three years and where necessary amended. This aspect will be checked by the relevant line manager."

Signed on behalf of the Vice-Chancellor of Massey University



Date: 18/11/2011

Signed on behalf of the TEU, TIASA, NZBTU, EMPU and the PSA



Date: 23/11/11

NEW RECOGNITION CLAUSE

1.3 RECOGNITION AND OPERATION OF UNIONS (ACA&GEN)

- 1.3.1 *The University endeavours to work cooperatively with Union representatives and delegates and recognises that Unions are legitimate and important stakeholders and have rights and interests in decisions affecting their members' work and employment.*
- 1.3.2 *The University has an interest in the Union being well organised and effective in the employment relationship, and as such allows Union delegates and representatives reasonable paid time to carry out their duties. In addition, the University will provide education leave to delegates and representatives of up to three (3) days per delegate/representative per year, to a maximum of 100 days per year. The purpose of this leave is to provide paid leave to delegates and representatives to increase their knowledge about employment relations for the purpose of improving relations between employees and the employer. This entitlement is not in addition to the Employment Relations Education Leave under the Employment Relations Act 2000.*
- 1.3.3 *Both parties recognise that to engage credibly and responsibly, delegates and representatives need to have the appropriate level of knowledge and skills.*

Access to Workplace

- 1.3.4 *A representative from the union is entitled to enter the workplace for purposes related to the employment of its members and/or for purposes related to union business. Union business includes to seek to recruit employees as union members. A representative may only enter the workplace at reasonable times, and must not interfere with normal business operations.*
- 1.3.5 *Any discussions or meetings which take place must not exceed a reasonable duration and will not be treated as a union meeting (as set out in clause 1.3.7).*
- 1.3.6 *In recognition of the need for effective communication between campuses, the Employer will, where practicable, make available the current video-conference facility to employee organisations at a charge of 50% of the commercial facility hire rate.*

Union Meetings

- 1.3.7 *The Unions authorised to represent employees bound by this Agreement may hold stopwork meetings totaling not more than four hours each calendar year, without loss of pay to the employees attending, provided that the following conditions are observed:*
- (a) At least 14 days notice of such meetings shall be given to the Employer by the Union; and*
 - (b) The maximum duration of any one meeting shall be two hours; and*
 - (c) Payment shall be made only for any period of time that the employee would have been otherwise required to work and when the employee's attendance at the meeting is confirmed by the Union; and*
 - (d) In respect of any employee meeting it is clearly understood that the Employer shall give every co-operation in releasing employees to attend and that the employees recognise that the Employer may require a skeleton staff to remain on duty to maintain the University's business.*

New Employees

- 1.3.8 *As far as Employment Law allows, the Employer recognises that where the work of a new employee falls within the coverage of this Agreement, they will be informed about the existence of this Agreement, how it operates, and given a copy of the agreement, so that they can make an informed decision about which employment agreement they wish to be covered by.*
- 1.3.9 *New employees will be informed that they may join one of the Union parties to this Agreement.*

4.3 General Employee Salary Scales (GEN)

Grade	Minimum	Maximum	Standard Increment*	Job Evaluation Points
Grade A	\$25,765	\$36,765	\$1,163	Up to 100
Grade B	\$27,865	\$40,705	\$1,284	101-120
Grade C	\$30,581	\$45,302	\$1,338	121-140
Grade D	\$34,664	\$51,209	\$1,504	141-160
Grade E	\$38,735	\$57,120	\$1,533	161-190
Grade F	\$45,537	\$64,343	\$1,567	191-230
Grade G	\$54,031	\$76,814	\$1,752	231-270
Grade H	\$63,541	\$89,290	\$1,980	271 - 310
Grade I	\$75,765	\$101,763	\$2,000	Over 311

4.9 SALARY SCALES (Aca)

		\$ pa
Graduate Assistant:		27,743
Tutor:	Step 1	50,260
	Step 2	52,511
	Step 3	54,766
	Step 4	57,017
	Step 5	60,023
	Step 6	63,029
	Step 7	66,039
Senior Tutor:	Step 1	65,280
	Step 2	67,535
	Step 3	69,790
	Step 4	72,044
	Step 5	74,296
	Step 6	76,555
English Language Teacher:	Step 1	50,260
	Step 2	52,511
	Step 3	54,766
	Step 4	57,017
	Step 5	60,023
	Step 6	63,029
	Step 7	66,039
Senior English Language Teacher:	Step 1	65,280
	Step 2	67,535
	Step 3	69,790
	Step 4	72,044
	Step 5	74,296
	Step 6	76,555 Bar
	Step 7	78,806
Assistant Lecturer/Junior Research Officer:	Step 1	52,511
	Step 2	54,766
	Step 3	57,017
Lecturer/Research Officer:	Step 1	65,280
	Step 2	67,535
	Step 3	69,790
	Step 4	72,044
	Step 5	74,296
	Step 6	76,551
	Step 7	78,804
	Step 8	81,060
	Step 9	83,313Bar

Senior Lecturer/Senior Research Officer:	Range 1	81,809 To 100,742 Bar
	Range 2	97,589 To 115,767 Bar

Associate Professor:	Range	108,107 To 126,283 Bar
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Professor:	Range	126,135 To No Limit
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Practicing Veterinarian/Professional Clinician:	Step 1	65,280
	Step 2	67,535
	Step 3	69,790
	Step 4	72,044
	Step 5	74,296
	Step 6	76,551
	Step 7	78,804
	Step 8	81,060
	Step 9	83,313 Bar

Senior Practicing Veterinarian/ Professional Clinician:	Range 1	81,809 To 100,742
	Range 2	97,589 To 115,767 Bar

Postdoctoral Fellow:	Step 1	65,280
	Step 2	67,535
	Step 3	69,790
	Step 4	72,044
	Step 5	74,296
	Step 6	76,551
	Step 7	78,804

Massey University at Wellington Lecturers'

Collective Employment Agreement

SCHEDULE B

RATES OF PAY

		Annual Fulltime Rates	Part-time Hourly Rates
		09-Jan-12	09-Jan-12
Senior Lecturer 2			
Range of rates	Max	\$84,963	\$53.63
	Min	\$77,232	\$48.75
Increments	5	\$77,232	\$48.75
	4	\$76,481	\$48.27
	3	\$75,729	\$47.80
	2	\$74,923	\$47.29
	1	\$74,157	\$46.81
Senior Lecturer 1			
Range of rates	Max	\$81,061	\$51.16
	Min	\$71,861	\$45.36
Increments	5	\$71,861	\$45.36
	4	\$71,025	\$44.83
	3	\$70,356	\$44.41
	2	\$69,538	\$43.89
	1	\$68,784	\$43.41
Lecturer			
Range of rates	Max	\$77,232	\$48.75
	Min	\$65,709	\$41.47
Increments	4	\$65,709	\$41.47
	3	\$64,596	\$40.77
	2	\$62,646	\$39.54
	1	\$60,568	\$38.23

NEW RESTRUCTURING / REDUNDANCY PROVISIONS

PART 8: RESTRUCTURING/REDUNDANCY PROVISIONS**8.1 Intent of Provisions (Aca&Gen)**

The parties to this Agreement recognise the serious consequences that the loss of employment can have on employees and seek to minimise the consequences by means of the following provisions. The principal aim of these provisions is to place as many surplus employees as possible in alternative positions within the University.

All employees who are on parental leave, absence due to illness or accident, study leave, or leave without pay are entitled to all of the following provisions.

8.2 Prior Communication with Union

Prior to advising staff of a review under Part 8 of this Agreement, the Employer will communicate with those unions party to this Agreement whose members are likely to be affected by the review. This communication will include notification of:

- a) The reasons for the review
- b) The employees (or group of employees) who may be affected by the review.
- c) The proposed timeframe and process for the review

and the unions will maintain the confidentiality of this information until the review is announced by the employer, which shall be no earlier than five working days from the date this communication is provided to the Union (including the day the communication is sent to the Union, if sent prior to midday). This period may be reduced by agreement. an agreed release date.

8.3 Consultation (Aca&Gen)

8.3.1 Employees will be consulted by the Employer as part of any review by the Employer which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting them. Employees will be entitled to be represented during the consultation process. Therefore, the Employer will provide the employee's union or other representative with an opportunity to be involved in the consultation process on behalf of that employee.

8.3.2 The aim of the consultation process is to endeavour to reach agreement on the nature of the change. It is the parties' hope that this process will assist them to share their views on the current situation, the objectives of any change, the desired situation, and, if necessary, possible options for change. The consultation process will include:

- (a) The Employer meeting with affected employees and, if the employees so wish, their union/representatives.
- (b) The Employer providing sufficient relevant information so that affected employees can form a view.
- (c) Affected employees being given an opportunity and reasonable time to make submissions/recommendations. Employees may make submissions/recommendations on their own behalf and/or through their union/representative.
- (d) The Employer taking due notice of what the affected employees have to say. This includes any options for change provided to the Employer by the employee or their representative being taken into account by the Employer before making a final decision.

8.4 Decision to Change (Aca&Gen)

If a review results in a decision to make a change, then employees are “affected” by the change and a surplus staffing situation will apply if:

- the Employer requires a reduction in that category of employees; or
- those employees cannot be employed in their current position at their current salary level or work location; or
- the nature of the work of those employees will change significantly; or
- the employer makes any position redundant as a result of selling, transferring or contracting out all or part of its business in terms of section 69L of the Employment Relations Act 2000

8.5 Options (Aca&Gen)

When a surplus staffing situation exists, the Employer will consult with the affected employee(s), and their Employee’s Union (or other authorised representative) if the employee so wishes, on which of the following options may apply, and how it will be applied. The aim of this consultation is to endeavour to reach agreement.

8.5.1 Protection of Employees Affected by the Transfer of Business (Aca&Gen)

Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee, including the possibility of offering the same terms and conditions of employment. Employees will have the option of accepting or declining any offer. If the offer is declined, or if an offer is not made, the provisions of this part will apply. However, if an employee accepts an offer of employment on the same or no less favourable conditions of employment, with recognition of continuous employment, the employee will not be entitled to any severance payment.

8.5.2 Managed Attrition (Aca&Gen)

The Employer may operate a policy of managed attrition either within a particular affected work situation or across the wider organisation. The intention of managed attrition is to minimise the number of employees affected by change. The parties recognise that managed attrition itself can have an effect on employees and their ability to meet university objectives. The policy will be regularly reviewed by the Employer to address organisational and operational issues.

8.5.2 Reconfirmation/Redeployment (Aca&Gen)

The Employer may either reconfirm the employee in the same or similar position, or redeploy the employee to an alternative position for which s/he is suitable. This may include placement to a suitable position in an existing agency or in a new structure or agency established as part of the restructuring.

8.5.4 Reconfirmation (Aca&Gen)

8.5.4.1 The criteria for reconfirmation shall be as follows:

- (a) The new job (description) is the same (or very nearly the same) as what the employee currently does; and
- (b) The salary and full time equivalency (FTE) for the new position is the same; and
- (c) The new position has terms and conditions of employment (including career prospects) which are no less favourable;

8.5.4.2 Where the employee’s position is to be transferred into a new structure and/or the above criteria is met, and where there is only one employee who is a clear candidate for that position, then that employee is to be confirmed in it.

8.5.4.3

In situations where there is more than one affected candidate, the Employer will consult with the potential candidates to reach agreement on which of the following options will apply with the relevant employees and either:

- (a) agreement will be reached amongst candidates on which candidate(s) will transfer if there is a clear preference amongst potential candidates to use other options under this Agreement, they may present a proposal to the Employer setting out which candidate(s) would transfer into the new positions as they are proposed by the Employer. The Employer's agreement to such a proposal may be reasonably withheld where the proposal would prevent the Employer retaining a viable skill and experience base within the new structure. Where the Employer does not agree to the proposal, the reasons why the proposal would prevent the retention of a viable skill and experience base within the new structure will be provided to the potential candidates in writing, and they shall have an opportunity to respond, and have their responses considered, before a final decision on the proposal is made; or
- (b) the position will be advertised amongst the affected employees, with appointment made as per normal University appointment procedures.

8.5.4.4

For those employees who meet the criteria and do not wish to be reconfirmed the only option available will be resignation.

8.5.4.5

Where the employees position is to be transferred ~~into a new structure at another campus~~ and meets the criteria for reconfirmation as set out in 8.5.4.1, the position shall be offered as a reconfirmation under the provisions set out in 8.5.4.2 and 8.5.4.3 (whichever applies). The staff member may, in reconfirmation on transfer circumstances only, elect not to be reconfirmed and remain eligible to access the remaining provisions in Part 8 of this Agreement including redundancy. This provision will not apply in the case of a transfer between the Turitea and Hokowhitu sites within the Manawatu Campus.

8.5.4.6

Where the employee accepts the offer of a reconfirmation on transfer, and the employee would incur extra travel costs as a result, assistance with transfer expenses shall be provided in accordance with Appendix B. An employee who resigns or is dismissed within 2 years of claiming transfer expenses associated with reconfirmation on transfer, will be required to repay the University a portion of the transfer expenses calculated on a pro-rata basis. Repayment will be made by the employee prior to the termination of the employees employment or forthwith following termination. Where such a refund is payable, the Employer may, without prejudice to its other remedies, deduct the amount of refund outstanding from any final payment of salary (including holiday pay) due to the employee. When determining whether to enforce this clause, following discussion with the employee, the Employer will take into consideration the employees individual circumstances provided that the employee makes such circumstances known to the Employer in writing.

8.5.5 Redeployment (Aca&Gen)

8.5.5.1

Where reconfirmation is not feasible, employees may be considered for redeployment where there are appropriate available positions. 'Available positions' are those known at the time of consideration of this option to be currently in existence or approved for or planned for in the immediate future.

8.5.5.2

In determining the suitable options for redeployment, cases will be dealt with on an individual basis, with a view to placing as many affected employees as possible by matching individual skills with positions which require similar skills. This may involve individuals undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to the individual being redeployed.

8.5.5.3

Where an employee accepts redeployment ~~to a new full-time or part-time position at the same or lower salary in the same or new location~~ the following applies:

- (a) Where the full time equivalency (FTE) of the new job is the same, or greater than, the FTE of the employees' old job at the time of redeployment, but the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:
 - (i) An ongoing allowance for the next two years equivalent to the difference between the present salary and the new salary. This allowance is abated by any subsequent salary increases; or
 - (ii) A lump sum to make up for the loss of average earnings for the next two years; this is not abated by any subsequent salary increase. If the employee

resigns within the two year period the employee will be required to repay this amount on a pro-rata basis.

Except that where a member who contributes to the Government Superannuation Fund is within five years of their expected retirement he/she may elect to continue contributing at the previous higher salary rate and the University will pay the required contribution at that higher salary for up to five years.

- (b) Where the new job has a FTE which is less than the FTE of the old job at time of redeployment, the Employee will receive a severance payment (calculated in accordance with clause 8.6.3.4 on a pro-rata basis) for the difference in the FTE between the new job and the old job. The other options at clause 8.6.3 will not apply. Where the new part time job is also at a lower salary, the employee will also receive an equalisation allowance on a pro-rata basis to preserve the salary at the rate paid in the old job at the time of redeployment. The salary can be preserved in the ways outlined at sub clause 8.5.5.3(a)(i) and (ii) above.
- (c) Where the new position incurs agreed extra travelling costs, the parties will agree on the amount of reimbursement for a period of up to 12 months.
- (de) Where the new job is at a location outside the city boundaries of the employee's current workplace, and the employee would incur extra travelling costs, assistance with transfer expenses shall be provided in accordance with the transfer provisions contained in Appendix B.

8.5.5.4 An employee will not be required to accept a redeployment outside the city boundaries of their current workplace.

8.5.5.5 When an employee is redeployed the employee may, within the first six months in the new position, ~~elect to terminate~~ the arrangement, giving appropriate notice, and the employee will be paid any severance payment calculated under this agreement exclusive of service spent in the redeployed position. Any equalisation allowance paid during this period may be deducted from the severance payment. The parties agree to review this clause should any problems emerge with the application of this provision.

8.5.5.6 Redeployment does not preclude an employee from a redundancy payment for all service if the position to which they have been redeployed also becomes surplus to University requirements.

8.6 Surplus Employees (Aca&Gen)

All affected employees not placed by Reconfirmation or Redeployment are surplus from the date of notification of disestablishment of the position in writing from the Employer.

8.6.1 Notice (Aca&Gen)

8.6.1.1 The notification period will be three months except where it is extended or reduced by agreement between the employee (an authorised representative may act on the employee's behalf) and the employer. Reduction in notice will not be unreasonably withheld where a surplus employee obtains employment outside of the University during this period.

8.6.1.2 Notwithstanding clause 8.6.1.1, where there are genuine operational reasons for consideration of this option, the Employer, after consultation with the employee, may place the employee on special paid leave at any time during the notice period.

8.6.2 Job Search (Aca&Gen)

All employees from the time of notification of being surplus will be allowed to take reasonable time (on full pay) to prepare a curriculum vitae, attend counselling, attend job interviews, and attend job training.

8.6.3 Options for Surplus Employees (Aca&Gen)

When a surplus staffing situation exists, the Employer will consult with the affected employee(s), and their authorised representative if the employee so wishes, on which of the following options may apply, and how it will be applied.

How the options will be applied, the appropriate timeframe, the types and levels of financial assistance, and other such details will be considered on a case by case basis.

Other options, or variations to the following options, may be agreed between the Employer and the employee:

8.6.3.1 **Retraining (Aca&Gen)**

Retraining involves a significant career move to another position in the University and some formal training. Salary and training expenses would not normally exceed the amount of the full severance payment.

Before retraining commences agreement will be reached on the criteria for any bond conditions, if necessary, and for placement in the University (location, job type, salary range etc).

8.6.3.2 **Interim Work (Aca&Gen)**

The Employer may provide interim work for an employee pending an expected suitable vacancy. If the vacancy does not eventuate then the surplus employees provisions will apply.

8.6.3.3 **Leave With Pay (Aca&Gen)**

Leave with pay can be agreed to allow the employee to pursue other job options inside or outside the University for an agreed time period. This leave with pay forms part of the severance payment and the portion used whilst on leave with pay will be deducted from any final severance payment. Leave with pay cannot exceed the amount of the full severance payment. The employee may not take up other work during the period on pay except for secondary employment already approved.

8.6.3.4 **Redundancy (Aca&Gen)**

Where all the provisions and options contained in the previous clauses have not placed an affected employee, with the exception of 8.5.5.3(b), then the unplaced employee is redundant. If redundancy is necessary, a severance payment will be paid according to the following formula:

- (a) Upon leaving the University due to redundancy the employee shall receive one weeks' ordinary pay for each two months of the first year of service and one weeks ordinary pay for every subsequent six months service to a maximum of 36 weeks.

Except that the redundancy compensation entitlement for:

- (i) Former Palmerston North College of Education ("PNCOE") staff, who were employed by the PNCOE at the date of the merger with Massey University (being 1 June 1996) and who have continuous service with PNCOE and Massey University, will be preserved as at 1 August 1998 so that such employees retain any greater redundancy compensation payment that they would be entitled to at that date on the basis of the Employment Contract provisions that that employee had on 31 May 1996.
- (ii) Former Wellington Polytechnic staff who were employed by Wellington Polytechnic at the date of the merger with Massey University (being 1 July 1999), and who have continuous service with the Wellington Polytechnic and Massey University, will be preserved as at 1 January 2000 so such employees retain any greater redundancy compensation payment that they would be entitled to at that date on the basis of the employment contract provisions that the employee had on 30 June 1999.
- (b) Where a pro-rated severance payment has been paid (in accordance with clause 8.5.5.3(b)) that employee will not have the pro-rated service that was compensated for through a severance payment taken into account for any future severance payment in the event that their position becomes redundant.
- (c) Periods of approved leave without pay, including Parental Leave, shall not be considered to break a period of service but will be discounted in calculating the number of years of service.
- (de) In the case of employees on parental leave the calculations shall be based on the salary rate at the time of taking leave.
- (ed) Where an employee receives a severance payment and returns to work at Massey University, that employee will not have service up until that date of severance counted again for any future severance payment in the event that their position becomes redundant.