

TERMS OF SETTLEMENT 2015
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), E tū, the New Zealand Public Service Association (PSA), and the Vice-Chancellor of Massey University.

1. Workloads

1.8.4 Replace the existing wording with the following:

“Should any discrepancies occur between the provisions of this Agreement and any general University regulations, particularly those set out in the Policy Guide, covering the terms and conditions of employment referred to in this Agreement, then the provisions of this Agreement shall take precedence.

1.8.5 The Workloads policy which is covered by this clause is appended as Appendix A for ease of reference only and the parties agree there is a requirement to adhere to the policy.

Replace Appendix A with the updated version of the University Workloads Policy and Procedure.

2. Technical changes

Clause 2.4.4 amend Performance Review and Planning Process to Performance and Development Planning and Review procedures

Clause 2.4.5 insert the words or nominee at the end of the sentence

Clause 3.3.4 Remove the words People and Organisational Development Section and insert immediate line manager

Clause 4.7.1 (d) insert the word “paid” before the word “leave”.

Clause 4.8.1.1 (b); 4.8.1.2.(b) and 4.8.1.3 (b) delete the words (or equivalent) and replace with (or nominee)

Clause 4.10.5.1 amend the first sentence to read “Each year the salaries of all Associate Professors will be assessed and approved by the relevant Pro Vice-Chancellor and reviewed by the Vice Chancellor....

Clause 4.10.6 amend the first sentence to read “Each year the salaries of all Professors will be assessed and approved by the relevant Pro Vice-Chancellor and reviewed by the Vice Chancellor....

Clause 5.1 Amend clause to read the PDP process aims to help comprising two parts: a Performance and Development Plan Review of the past year and a Performance and Development Plan covering the requirements for the coming year.”

Clause 5.2.1.1 amend clause so that dot point two reads “have a term of employment of at least three years duration at the time of application for enrolment, or are employed as a graduate assistant or assistant lecturer; and.. “

Clause 5.3 Delete all references to Leave Regulations and insert Research, Teaching, Study and Professional and Organisational Periods/Duties Overseas and in New Zealand Guidelines and add the website address for the Policy Guide (<http://policyguide.massey.ac.nz>).

Clause 6.5.3 Amend clause to read "Where an employee is required by the Employer to be rostered on call and is required to have a telephone in his/her private residence for on call purposes, the full monthly line rental and the full monthly telephone rental shall be reimbursed. Except that this payment shall not be made where the employer supplies a cellular phone for on call purposes.

Clause 9.3.1 Delete the words "to the New Zealand Universities Superannuation Scheme" and insert "UniSaver New Zealand".

Clause 7.14, 9.1.1 and Appendix C delete reference to "Department of Labour" and replace with "Ministry of Business, Innovation and Employment".

3. Allowances

All Allowances to increase by 2.5% from 1 January 2016. This is a one off increase and no further adjustment is made in 2017.

4. Term of the Agreement

Clause 1.7.1 replace the existing clause with the following:

"This Agreement shall be deemed to come into force on 1 July 2015 and shall continue in force until 30 June 2017."

6. Remuneration

All printed and paid rates are to increase by 1.2% from 4 January 2016 and by 1.5% on 2 January 2017.

The general increase will be applied to all printed rates, personal salaries, increment steps and minimum and maximum ranges in the collective agreement. The rates will be effective from 4 January 2016 and 2 January 2017. To be entitled to receive the adjustment the employee must be a union member and employed at this date. For non-union members they must also be employed at the applicable date but are paid 6 weeks later.

Payment is based on full time equivalency (FTE).


Any general increase does not apply to casual staff. Staff on leave without pay or parental leave shall receive any increase upon recommencement of their duties.

In reaching this settlement the parties agree that in 2017 to meet to discuss and negotiate the potential for an additional increase to the agreed rates in light of the factual and projected financial position of the University.

Signed on behalf of the Vice-Chancellor of Massey University

 Date: 22nd October 2015

Signed on behalf of the TEU, TIASA, NZBTU, E tū and the PSA

 Date: 22nd October 2015