

*[Massey University employees can obtain a copy of this Agreement from the Human Resources Section]*



**MASSEY UNIVERSITY**

---

**MASSEY UNIVERSITY COLLECTIVE**

**EMPLOYMENT AGREEMENT**

(Term of Agreement 1 July 201009 – 30 June 20110)

---



**TERTIARY EDUCATION UNION**  
Te Hautū Kahurangi o Aotearoa

**CEA 2010**

SUBJECT TO SIGNING BY THE PARTIES

# CONTENTS

<b>PART 1: PARTIES &amp; COVERAGE</b> .....	<b><u>44</u></b>
1.1 Parties to Agreement (Aca&Gen).....	<u>44</u>
1.2 Coverage of the Agreement (Aca&Gen).....	<u>44</u>
1.3 Recognition (Aca&Gen).....	<u>44</u>
1.4 Application of Clauses (Aca&Gen).....	<u>55</u>
1.5 Variations of Agreement (Aca&Gen).....	<u>55</u>
1.6 Definitions (Aca&Gen).....	<u>55</u>
1.7 Term of the Agreement (Aca&Gen).....	<u>66</u>
1.8 Other Rules, Regulations and Policies (Aca&Gen).....	<u>66</u>
1.9 Summer School (Aca&Gen).....	<u>77</u>
<b>PART 2: DUTIES &amp; OBLIGATIONS</b> .....	<b><u>88</u></b>
2.1 Termination of Employment (Aca&Gen).....	<u>88</u>
2.2 Abandonment of Employment (Aca&Gen).....	<u>88</u>
2.3 Duties (Gen).....	<u>88</u>
2.4 Duties (Aca).....	<u>99</u>
2.5 Equal Employment Opportunities.....	<u>99</u>
<b>PART 3: HOURS OF WORK (GEN)</b> .....	<b><u>1040</u></b>
3.1 Hours of Work (Gen).....	<u>1040</u>
3.2 Variation of Hours of Work (Gen).....	<u>1040</u>
3.3 Overtime (Gen).....	<u>1040</u>
3.4 Saturday/Sunday Rate (Gen).....	<u>1111</u>
3.5 Night Rate (Gen).....	<u>1111</u>
3.6 Transport in Hours of Darkness (Gen).....	<u>1111</u>
3.7 Call Backs (Gen).....	<u>1111</u>
3.8 Minimum Break Between Spells of Duty (Gen).....	<u>1212</u>
<b>PART 4: REMUNERATION</b> .....	<b><u>1313</u></b>
4.1 Remuneration (Aca&Gen).....	<u>1313</u>
4.2 Deductions (Aca&Gen).....	<u>1313</u>
4.3 General Employee Salary Scales (Gen).....	<u>1313</u>
4.4 Job Evaluation (Gen).....	<u>1313</u>
4.5 Placement and Progression (Gen).....	<u>1414</u>
4.6 Conditions of Progression (Gen).....	<u>1414</u>
4.7 Salary Review Procedure (Gen).....	<u>1414</u>
4.8 Performance Payments and Procedures (Gen).....	<u>1515</u>
4.9 Salary Scales (Aca).....	<u>1616</u>
4.10 Salary Progression (Aca).....	<u>1818</u>
4.11 Promotions (Aca).....	<u>2020</u>
4.12 Discretionary Payments (Aca).....	<u>2020</u>
4.13 Recognition of Tikanga Maori and Te Reo Maori Skills (Aca & Gen).....	<u>2121</u>
<b>PART 5: STAFF DEVELOPMENT</b> .....	<b><u>2222</u></b>
5.1 Performance Review and Planning (Aca&Gen).....	<u>2222</u>
5.2 Staff Study (Aca&Gen).....	<u>2222</u>
5.3 Research Leave (Aca).....	<u>2424</u>
<b>PART 6: ALLOWANCES</b> .....	<b><u>2525</u></b>
6.1 Authorised Travelling on University Business in New Zealand (Aca&Gen).....	<u>2525</u>
6.2 Motor Vehicle Expenses (Aca&Gen).....	<u>2525</u>
6.3 Field Work and Allowances (Gen).....	<u>2626</u>
6.4 Morning Tea, Lunch and Afternoon Tea (Aca&Gen).....	<u>2727</u>
6.5 On Call Duty Allowance (Gen).....	<u>2727</u>
6.6 Higher Duties Allowance (Gen).....	<u>2727</u>
<b>PART 7: HOLIDAYS &amp; LEAVE</b> .....	<b><u>2929</u></b>
7.1 Annual Leave (Aca&Gen).....	<u>2929</u>
7.2 Public Holidays (Aca&Gen).....	<u>2929</u>
7.3 University Holidays (Aca&Gen).....	<u>3030</u>
7.4 Holidays Falling During Leave or Time Off (Aca&Gen).....	<u>3030</u>

7.5	Injury/Sick Leave (Aca&Gen) .....	3030
7.6	Bereavement/Tangihanga Leave (Aca&Gen) .....	3131
7.7	Long Service Leave (Gen) .....	3232
7.8	Retirement (Aca&Gen).....	3232
7.9	Retirement Leave / Gratuity Entitlements (Aca&Gen) .....	3333
7.10	Discretionary Leave (Aca&Gen) .....	3535
7.11	Leave Without Pay (Aca&Gen).....	3535
7.12	Leave for Maori Land Court and Waitangi Tribunal Hearings (Aca&Gen) .....	3535
7.13	Jury Service Leave (Aca&Gen).....	3535
7.14	Parental Leave (Aca&Gen).....	3535
7.15	Additional Entitlement and Eligibility (Aca&Gen) .....	3636
<b>PART 8: RESTRUCTURING/REDUNDANCY PROVISIONS .....</b>		<b>3737</b>
8.1	Intent of Provisions (Aca&Gen) .....	3737
8.2	Prior Communication with Union .....	3737
8.3	Consultation (Aca&Gen) .....	3737
8.4	Decision to Change (Aca&Gen) .....	3737
8.5	Options (Aca&Gen).....	3838
8.6	Surplus Employees (Aca&Gen).....	4040
<b>PART 9: GENERAL PROVISIONS.....</b>		<b>4242</b>
9.1	Health and Safety (Aca&Gen) .....	4242
9.2	Reporting Work-Related Accidents (Aca&Gen) .....	4343
9.3	Superannuation (Aca&Gen).....	4343
9.4	Compensation for Damage to Clothing (Aca&Gen) .....	4343
9.5	Access to Workplace (Aca&Gen).....	4343
9.6	Union Meetings (Aca&Gen).....	4444
<b>PART 10: GRIEVANCE &amp; DISCIPLINARY PROCEDURES .....</b>		<b>4545</b>
10.1	Resolution of Employment Relationship Problems (Aca&Gen).....	4545
10.2	Disciplinary Procedures (Aca&Gen).....	4545
<b>SCHEDULE ONE: MASSEY UNIVERSITY AT WELLINGTON LECTURERS COLLECTIVE AGREEMENT.....</b>		<b>4747</b>
<b>SCHEDULE TWO: SCHEDULE OF SIGNATORIES.....</b>		<b>4848</b>
<b>APPENDIX A — UNIVERSITY WORKLOADS POLICY &amp; PROCEDURES .....</b>		<b>4949</b>
DOCUMENT MANAGEMENT CONTROL: .....		5050
APPENDIX 1: PROCEDURES FOR THE ALLOCATION OF WORKLOADS.....		5050
APPENDIX 2: ALLOCATION OF WORKLOADS DISPUTES PROCEDURE.....		5050
<b>APPENDIX B — TRANSFER ASSISTANCE (ACA&amp;GEN).....</b>		<b>5252</b>
<b>APPENDIX C — SERVICES FOR RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS .....</b>		<b>5353</b>
<u>Definitions</u> .....		5353
<u>Raising an Employment Relationship Problem</u> .....		5353
<u>Services Available for Resolution</u> .....		5353

## **PART 1: PARTIES & COVERAGE**

### **1.1 PARTIES TO AGREEMENT (Aca&Gen)**

1.1.1 The Parties to this Agreement are:

- (a) The Vice-Chancellor of Massey University, herein referred to as the “Employer”.
- (b) The The New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU), the New Zealand Public Service Association Incorporated (PSA), the NZ Engineering, Printing & Manufacturing Union Incorporated (EPMU), NZ Building Trades Union (NZBTU) and the Tertiary Institutes Allied Staff Association (TIASA) which are the unions authorised to act on behalf of the employees who are bound by this Agreement and who have so authorised the TEU, PSA, EPMU, NZBTU, TIASA and to act on their behalf.

### **1.2 COVERAGE OF THE AGREEMENT (Aca&Gen)**

1.2.1 This Agreement shall apply to and be binding on:

- (a) The Parties to this Agreement; and
- (b) Those employees who are employed as Academic employees or General employees as defined in clause 1.6; and
- (c) Those employees of Massey University who later become a member of a union party to this Agreement, and who are employed as an Academic Employee or General Employee (with any agreed variations to hours and days of work detailed in the written offer of employment) as defined in clause 1.6; and
- (d) Those employees covered by the Massey University at Wellington Lecturers’ Collective Employment Agreement (1 June 2008 – 31 May 2009), which is contained at Schedule One of this Agreement.

Except that this Agreement does not apply to casual employees as defined in clause 1.6 (c).

1.2.2 This Agreement shall supersede all previous employment contracts and Employment Agreements between the Employer and the employees covered by this Agreement.

### **1.3 RECOGNITION (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.

## 1.4 APPLICATION OF CLAUSES (Aca&Gen)

1.4.1 The provisions in this Agreement apply to employees covered by this Agreement as follows:

<b>(Aca&amp;Gen)</b>	=	all employees
<b>(Aca)</b>	=	academic employees only
<b>(Gen)</b>	=	general employees only

1.4.2 Entitlements under this Agreement are granted to part-time employees covered by this Agreement on a pro-rata basis.

## 1.5 VARIATIONS OF AGREEMENT (Aca&Gen)

The parties to this Agreement may agree to vary any of its terms, within the term of this Agreement, provided all parties sign a written agreement outlining the variation. Prior to signing, the union parties will follow normal union notification and ratification procedures with members directly affected by the variation.

## 1.6 DEFINITIONS (Aca&Gen)

For the purposes of this Agreement, the following definitions will apply:

- (a) Full-time employee – An employee working on a continuing full-time basis (for general employees see clause 3.1).
- (b) Part-time employee – An employee working less than full-time.
- (c) Casual employee Shall mean:
- (i.) An employee employed on an on-call or as required basis with no commitment from either party to on-going employment. This includes employees engaged for one-off situations. They do not have pre-determined hours of work and work arrangements are made on an hourly, daily or weekly basis as the employer's needs arise; or
- (ii) An employee employed in a position involving regular hours, full-time or part-time, for a period of less than four weeks with no commitment from either party to on-going employment.
- (d) Fixed Term employees Shall mean those employees employed for a specified limited term, including for a specified project or to replace an employee who is on Parental Leave or long term sick/injury leave. In the case of staff on fixed term employment nothing in this Agreement shall be read to create an expectation of continued employment beyond the expiry of the staff member's fixed term.
- (e) Service – Unless otherwise stated in this Agreement, shall mean continuous service with Massey University and the Wellington Polytechnic/Palmerston North College of Education. For the purposes of crediting previous service for general staff, recognition shall be given to relevant service with a New Zealand University provided that the period which elapses between any change of employment is not longer than one calendar month. Those employed prior to 6 October 1993 by Massey University shall retain their existing provisions regarding recognition of service.
- (f) General employee – An employee who occupies a position in the same or similar occupational classes as: Administrative and Clerical; Computer (Data Processing and Data Entry); Computer Consultants, Analysts, Programmers; Continuing Education Officers; Counsellors; General Services; Liaison Officers; Library staff; Nurses; Physical Recreation

Officers and Fitness Instructors; Secretaries/ Typists; Technicians; Telephonists; Grounds; Printing.

- (g) Academic employee – Shall mean those employees employed primarily in University teaching and/or research. Normally, academic employees will have one of the following job titles: Professor, Associate Professor, Senior Lecturer, Lecturer, Assistant Lecturer, Senior Research Officer, Research Officer, Junior Research Officer, Senior Tutor, Tutor, Senior English Language Teacher, English Language Teacher, Graduate Assistant, Practising Veterinarian/Professional Clinician, and Postdoctoral Fellow. This Agreement does not apply to Research Assistants, Teaching Fellows or Visiting Academic Staff.
- (h) Practising Veterinarian/ Professional Clinician – An employee who is employed primarily as a professional practitioner in their field. They may undertake teaching in addition to this primary role. These positions are categorised as Academic positions.
- (i) Postdoctoral Fellow – A Postdoctoral Fellow must hold a PhD or equivalent qualification. They will work on project/s requiring a significant degree of skill, initiative, independence and originality of thought, which creatively extends the bounds of knowledge. The employment of a Postdoctoral Fellow is fixed term because it is always dependent on research project funding streams. The fixed term of employment can be up to five years, dependent on the length of the research project and the availability of funding.
- (j) Manager – Shall include any head of a campus, college, division, department, institute, school, section, centre or unit within Massey University.
- (k) Hourly Rate of Pay – A salaried employee's hourly rate of pay shall be the employee's annual salary divided by 1950.

## 1.7 TERM OF THE AGREEMENT (Aca&Gen)

- 1.7.1 This Agreement shall be deemed to come into force on 1 July 2010~~09~~ and shall continue in force until 30 June 201~~10~~.

## 1.8 OTHER RULES, REGULATIONS AND POLICIES (Aca&Gen)

- 1.8.1 It is recognised that other rules, regulations, policies and procedures may be current from time to time to ensure the smooth running of the University and whilst not forming part of this collective agreement they are binding on the University and its employees.
- 1.8.2 The Employer will consult the relevant unions on changes to the rules, regulations, policies or procedures relevant to the terms and conditions of this collective agreement including academic and research policies and procedures. .
- 1.8.3 The process of consultation shall be meaningful and shall include:
- Sufficient time for consultation (at least an uninterrupted month)
  - Consideration of all submissions
  - A meeting to discuss the final outcome
- 1.8.4 Should any discrepancies occur between the provisions of this Agreement and any general University regulations, particularly those set out in the Guide to Policies, Procedures and Regulations, 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.

## **1.9 SUMMER SCHOOL (Aca&Gen)**

The procedures and employment arrangements contained within the Academic and General Staffing Protocols for Summer School apply to staff who are requested and agree to work during that period.

SUBJECT TO SIGNING BY THE PARTIES

## **PART 2: DUTIES & OBLIGATIONS**

### **2.1 TERMINATION OF EMPLOYMENT (Aca&Gen)**

2.1.1 Either the Employer or the employee may terminate the employment by providing the required notice in writing. For employees other than fixed term employees, notice of termination shall be not less than:

- for general employees, one month's notice by either party
- for academic employees, three months' notice by either party

but this may be varied by mutual agreement. Where an Agreement for fixed term employment expires notice shall be deemed to have been given at the time the Agreement was entered into. Nothing in this clause shall prevent the Employer from summarily dismissing an employee for misconduct.

2.1.2 Notwithstanding subclause 2.1.1, the Employer reserves the right to require termination by Academic employees to be effective from the mid point of the vacation following the teaching semester in which the three months' notice expires except that a date in November or December may be specified if the notice expires during the Second Semester.

2.1.3 For Graduate Assistants the Employer may also terminate this employment if:

- i) The employee withdraws from the course of study in recognition for which the employment was offered by the Employer ; or
- ii) The employee fails to actively pursue the course of study referred to in the above subclause; or
- iii) In the case of a PhD student, the PhD is terminated by the Doctoral Research Committee;

2.1.4 **Recovery of Relocation Costs:** An employee who resigns or is dismissed, within three years of commencing work, or before the expiry of their fixed-term employment, will be required to repay the University a portion of the expenses of appointment calculated on a pro-rata basis. Repayment will be made by the employee prior to the termination of the employee's employment or forthwith following termination. Where such a refund is payable, the Employer may, without prejudice to its other remedies, deduct the amount of the refund, or any part of such amount then outstanding from any final payment of remuneration, 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 employee's individual circumstances provided that the employee makes such circumstances known to the Employer in writing.

2.1.5 Each employee upon termination, and on request, shall be provided with a certificate of service within a reasonable time period.

### **2.2 ABANDONMENT OF EMPLOYMENT (Aca&Gen)**

When an employee is absent from work for a continuous period of three working days or more, without notification to or consent from the Employer, the employee shall be deemed to have abandoned employment provided that the Employer takes all reasonable steps to contact the employee. Where an employee was unable, through no fault of that employee, to notify the Employer, employment shall not be deemed to have been abandoned.

### **2.3 DUTIES (Gen)**

2.3.1 Full time employees will be required to devote their full contracted hours of work to University duties and shall not undertake other regular employment except with the Vice-Chancellor or nominee's express approval.

## 2.4 DUTIES (Aca)

- 2.4.1 Full time employees will be required to devote their full contracted hours of work to their University duties and shall not undertake other regular employment except with the Vice-Chancellor's express approval.
- 2.4.2 Job Profiles or Statements of Accountabilities will contain the responsibilities for any particular position, however, the core duties for the majority of academic employees normally include:
- (a) Developing, presenting and/or teaching such courses and undertaking such examining and research supervision in their subject as the manager or delegated nominee may direct.
  - (b) Undertaking research.
  - (c) Undertaking such administrative and other supportive duties as the manager or delegated nominee may require.
  - (d) Observing the rules and regulations of the Employer.
- 2.4.3 All new employees will be informed at their appointment of the criteria on which their performance will be appraised. These criteria will be set out in the form of an accountability statement, which will be drawn up to reflect the following principles:
- (a) display competence in teaching, student assessment and preparation of teaching and study materials;
  - (b) display clear commitment to developing personal scholarship and research projects;
  - (c) carry out the administrative responsibilities appropriate to the position;
  - (d) participate in the collegial life and functions of the University;
  - (e) observe the principles of professional conduct and service towards students, academic and general staff colleagues and the general public.
- 2.4.4 As soon as practicable after the employee arrives on campus to take up duties, and usually within four weeks, the manager (or his/her nominee) shall meet with the employee to clarify duties and expectations, discuss goals and determine professional development needs. Agreed specific goals shall be listed in writing and signed by both parties in accordance with the Performance Review and Planning Process.
- Graduate Assistants**
- 2.4.5 For a Graduate Assistant the purpose of the appointment is to provide financial support for a fixed term to assist with the pursuit of a postgraduate qualification at Massey University. Such an appointment is conditional on concurrent active pursuit of postgraduate studies. Therefore, time not spent by the employee in carrying out his/her employment obligations under this appointment must involve active pursuit of postgraduate study. The employee may not undertake other regular paid employment except with the prior approval of the Vice-Chancellor.
- 2.4.6 The hours and days to be worked each week by a Graduate Assistant shall be as directed by their Manager, or nominee, in consultation with the employee, provided that the hours worked per calendar year shall not exceed 360 (three hundred and sixty) hours. Time spent on annual leave does not count towards hours worked. Graduate Assistants on a fractional appointment and/or employed for a fraction of a calendar year would have their work hours reduced by the appropriate fraction.

## 2.5 EQUAL EMPLOYMENT OPPORTUNITIES

Massey University affirms the principles of EEO and will promote policies and practices throughout the University to ensure EEO in all crucial employment processes especially those concerning staff appointments, promotions, and career development. The employer will provide opportunities for training in EEO for staff, and monitor EEO aspects of the processes involving staff appointments, promotion and career development.

## **PART 3: HOURS OF WORK (Gen)**

### **3.1 HOURS OF WORK (Gen)**

- 3.1.1 Thirty seven and a half hours shall constitute an ordinary full-time week's work to be worked between 7.00 am and 6.00 pm Monday to Friday, normally on five consecutive seven and a half hour days, except for:
- (a) Grounds employees for whom thirty seven and a half hours shall constitute an ordinary week's work to be worked on no more than five consecutive seven and a half hour days nor on less than four days (with no more than 10 hours per day) between the hours of 7.00 am and 7.00 pm, Monday to Saturday, inclusive.
- 3.1.2 As far as possible the hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes each day as directed by the Employer.
- 3.1.3 In addition, employees shall be granted a rest period of 10 minutes in each period of four hours worked which may be taken after two hours worked.

### **3.2 VARIATION OF HOURS OF WORK (Gen)**

- 3.2.1 A system of flexitime, without payment of the rates specified in clauses 3.4 to 3.7, may operate by mutual agreement between the Employer and individual employees. Flexible hours may be worked between:
- (a) 6.30 am and 10.00 pm, Monday to Friday  
(b) 6.30 am and 6.00 pm, Saturday
- 3.2.2 The ordinary hours and days of work may be varied from those set out above, by agreement between the Employer and an employee. Any such variation shall be by mutual agreement and the employee shall have the right to be represented in any discussion by a representative of his/her choice. The Employer respects the right of employees who do not wish to vary their hours of work.
- 3.2.3 Any variations entered into under clause 3.2.2 above, other than those entered into at the time of appointment, may be reversed by mutual agreement provided the employee or the Employer, as the case may be, gives one month's notice to the other party. The period of notice may be reduced by mutual agreement. Agreement to a reversal of the variation shall not be unreasonably withheld.

### **3.3 OVERTIME (Gen)**

- 3.3.1 Overtime is defined as time worked in excess of the ordinary hours per week as specified in clause 3.1 and includes traveling time between campuses where such time is outside of the ordinary hours of work.
- 3.3.2 All overtime must be approved by the Employer or a delegated nominee prior to it being worked.
- 3.3.3 Employees shall be compensated for authorised overtime by one of the following options to be agreed between the Employer and employee when the overtime is authorised:
- (a) time off in lieu of one hour off for one hour worked which shall be taken within nine months of being earned; or  
(b) the payment of all overtime hours at time and a half of the employee's hourly rate of pay, unless an agreement exists for a variation of ordinary hours, or;  
(c) the payment of an allowance to be agreed between the Employer and the employee where the employee is regularly required to work hours in excess of 40 hours per week.
- 3.3.4 Where time off in lieu has been agreed and has been unable to be taken within nine months, then it shall be forfeited, except in special circumstances when an application for payment may be considered by the Human Resources Section.

3.3.5 Any employee above the maximum of Grade F of the General Employee Salary Scales (including Higher Duties Allowance) shall not be entitled to the provisions listed in clauses 3.3.1 and 3.3.3. Employees who are above this maximum may be granted time off on the basis of one hour for each hour worked at the discretion of the Employer.

3.3.6 **Meal Allowance:** An employee who has been directed to work not less than two hours' overtime after a break of at least half an hour and who has to have a meal which they would not otherwise have needed, shall be paid a meal allowance of \$~~12.50.9.01~~.

### **3.4 SATURDAY/SUNDAY RATE (Gen)**

Employees shall be paid T0.50 additional for ordinary hours of work between 6.00 pm Saturday and midnight on a Sunday. This rate shall not apply where an agreement exists for a variation of ordinary hours.

### **3.5 NIGHT RATE (Gen)**

Employees shall be paid T0.25 additional for ordinary hours worked outside of the hours specified in clause 3.1. This rate shall not apply to flexitime hours or where an agreement exists for a variation of hours.

### **3.6 TRANSPORT IN HOURS OF DARKNESS (Gen)**

Where an employee, who normally walks or cycles to or from work at the University, is required to travel to or from work during the hours of darkness, and no public transport is available, and the Employer considers the safety of the employee warrants use of a taxi, this may be authorised and the fare paid by the Employer.

### **3.7 CALL BACKS (Gen)**

3.7.1 Where an employee is required by the Employer to attend the University's business, either after the employee has completed their ordinary hours of work or before their normal time of starting work and does not continue working until such normal starting time (hereinafter referred to as a "call back"), the employee may choose to be paid either overtime or shall receive time off in lieu thereof.

3.7.2 For the purposes of sub-clause 3.7.1, any overtime paid to the employee or any time received for time off in lieu thereof shall be calculated as follows:

- (a) Callbacks requiring attendance at the University - a minimum of three hours.
- (b) Callbacks where the employee has direct input into resolving the situation without having to physically attend the University - a minimum of one hour.

3.7.3 Where an employee is subsequently called back to attend the Employer's business after an earlier call back and the cumulative period of these call backs is less than or equal to the minimum payment payable in sub-clause 3.7.2 above, then the employee shall only receive the minimum payment specified in sub-clause 3.7.2.

3.7.4 Where the employee receives a call back pursuant to this clause, and the employee uses his/her own vehicle, then a motor vehicle allowance shall be paid in accordance with clause 6.2. If the call back is scheduled, the employee shall only receive the transport allowance if there is no public transport available to the employee and the employee is required to use his/her own vehicle.

### **3.8 MINIMUM BREAK BETWEEN SPELLS OF DUTY (Gen)**

- 3.8.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. This requirement to provide a break wherever possible applies whether or not any additional payment will apply.
- 3.8.2 If a call back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.
- 3.8.3 Periods of a full shift or more include:
- periods of normal rostered work; or
  - periods of overtime that are continuous with a period of normal rostered work; or
  - full shift of overtime/call back duty.
- 3.8.4 Except as provided in clause 3.8.5, if a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates.
- 3.8.5 The payment provisions will not apply in any case where the result would be to give an employee a lesser payment than would otherwise have been received.
- 3.8.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as normal absence from duty.

SUBJECT TO SIGNING BY THE PARTIES

## PART 4: REMUNERATION

### 4.1 REMUNERATION (Aca&Gen)

4.1.1 Payment of all salaried employees shall be by way of cheque or by direct credit to a bank account fortnightly.

### 4.2 DEDUCTIONS (Aca&Gen)

4.2.1 Notwithstanding anything contained elsewhere in this Agreement the Employer shall be entitled to make a rateable deduction from the salary of an employee for time lost through sickness (other than as provided in this Agreement) or default provided that such deduction shall be made not later than the pay period following that in which the absence occurred.

4.2.2 The Employer shall deduct union subscriptions from the remuneration due to employees bound by this Agreement who have so authorised. Such subscriptions shall be remitted to the authorised representative at mutually agreed intervals together with a list of employees for whom deductions have been made.

### 4.3 GENERAL EMPLOYEE SALARY SCALES (Gen)

Effective from 10 January 2011

Grade	Minimum	Maximum	Standard Increment*	Job Evaluation Points
Grade A	\$25,309	\$36,115	\$1,142	Up to 100
Grade B	\$27,372	\$39,985	\$1,261	101-120
Grade C	\$30,040	\$44,501	\$1,314	121-140
Grade D	\$34,051	\$50,304	\$1,477	141-160
Grade E	\$38,050	\$56,110	\$1,506	161-190
Grade F	\$44,732	\$63,205	\$1,539	191-230
Grade G	\$53,076	\$75,456	\$1,721	231-270
Grade H	\$62,417	\$87,711	\$1,945	271 - 310
Grade I	\$74,425	\$99,964	\$1,965	Over 311

\* The standard increment for each grade will be adjusted in accordance with any agreed increase to the scales above.

~~\*\* From 1 April 2010, as a result of the increase to the minimum wage, the minimum for Grade A will increase to \$24,862.~~

### 4.4 JOB EVALUATION (Gen)

4.4.1 The placement of an employee on the salary scale in 4.3 shall be determined by evaluating the employee's job under the Massey University Job Evaluation Programme.

4.4.2 Job Evaluation will normally be applied to positions which are expected to last more than 18 months. For positions of less than 18 months the appropriate salary level shall be determined between the parties but with due regard to internal comparison with other similar positions.

- 4.4.3 A position may be re-evaluated in circumstances where substantial changes have occurred. A request for re-evaluation may be made by the manager or the employee through the manager and forwarded to the Human Resources Section for processing.

## **4.5 PLACEMENT AND PROGRESSION (Gen)**

When an employee's position has been evaluated and the grading approved by the Employer, and where the salary level of the incumbent is:

### **4.5.1 Below the Minimum Level for the Evaluated Grade:**

The employee will move to the minimum salary level from the date the grading was approved. Any subsequent salary increase will be on the anniversary of the employee's appointment or last salary increase, whichever comes first.

### **4.5.2 Within the Range of the Evaluated Grade:**

Any subsequent salary increase will be on the anniversary of the employee's appointment or last salary increase, whichever comes first.

### **4.5.3 Above the Maximum Level for the Evaluated Grade:**

The employee will have their salary protected.

## **4.6 CONDITIONS OF PROGRESSION (Gen)**

- 4.6.1 Progression through a grade shall be by satisfactory performance. Satisfactory performance is defined as performance that meets reasonable expectations.

- 4.6.2 If performance is deemed to be unsatisfactory a programme will be put in place which will include a timetable for rectification of the identified performance problem(s). A further review will then take place and if satisfactory performance has then been achieved the normal increment will be awarded at that date. This procedure will not normally alter the date of subsequent reviews. The employee may be supported during this process by their chosen representative.

## **4.7 SALARY REVIEW PROCEDURE (Gen)**

- 4.7.1
- (a) All salaries within the range of a grade shall be reviewed annually on either the anniversary date of appointment or anniversary date of the most recent increase.
  - (b) The salary review shall be carried out in consultation with the employee usually within six weeks prior to the anniversary date.
  - (c) The completed salary review form shall be forwarded by the manager to the Human Resources Section for action.
  - (d) If the employee is absent on leave (other than parental leave) for a period exceeding 3 months, their anniversary date shall be altered accordingly.
  - (e) If the employee is absent on parental leave, normal progression time through the grade is not affected. The salary review shall be carried out at an appropriate time with effect from the existing anniversary date.
  - (f) Any disagreement arising from this procedure shall be dealt with in accordance with Part 10 of this Agreement.

## 4.8 PERFORMANCE PAYMENTS AND PROCEDURES (Gen)

4.8.1 In addition to the progression available under clause 4.6 the following payments may also be available:

4.8.1.1 **Accelerated Progression:** An additional salary increase within a range for performance that exceeds expectations.

- (a) A request for an accelerated increase is made at the time of the salary review.
- (b) Applications are to be made on the salary review form and require the approval of the Pro Vice-Chancellor (or equivalent). The Pro Vice-Chancellor (or equivalent) may seek additional information to ensure decisions made are consistent and equitable.
- (c) An accelerated increase will be standardised at one thousand dollars (\$1,000).

4.8.1.2 **Bonus Payment (Performance):** A lump sum payment for performance that exceeds expectations.

- (a) A request for a one-off, lump sum payment can be made by the employee's manager or the employee through their manager.
- (b) Applications will require the approval of the Pro Vice-Chancellor (or equivalent). The Pro Vice-Chancellor (or equivalent) may seek additional information to ensure decisions made are consistent and equitable.
- (c) A bonus payment will be no more than one thousand dollars gross (\$1,000).

4.8.1.3 **Bonus Payment (One Off Special Contribution):** A lump sum payment for employees who have undertaken substantial additional work, or special projects over and above normal duties.

- (a) A request for a one-off, lump sum payment can be made by the employee's manager or by an employee through their manager on the completion of the special project or additional activity.
- (b) Applications will require the approval of the Pro Vice-Chancellor (or equivalent). The Pro Vice-Chancellor (or equivalent) may seek additional information to ensure decisions made are consistent and equitable.
- (c) A bonus payment will be no more than one thousand dollars gross (\$1,000).

SUBJECT TO SIGNING BY THE PARTIES

## 4.9 SALARY SCALES (Aca)

Effective from 10 January 2011

\$ pa

---

Graduate Assistant:		27,252
---------------------	--	--------

---

Tutor:	Step 1	49,371
	Step 2	51,583
	Step 3	53,798
	Step 4	56,009
	Step 5	58,962
	Step 6	61,915
	Step 7	64,871

---

Senior Tutor:	Step 1	64,126
	Step 2	66,341
	Step 3	68,556
	Step 4	70,770
	Step 5	72,982
	Step 6	75,201

---

English Language Teacher:	Step 1	49,371
	Step 2	51,583
	Step 3	53,798
	Step 4	56,009
	Step 5	58,962
	Step 6	61,915
	Step 7	64,871

---

Senior English Language Teacher:	Step 1	64,126
	Step 2	66,341
	Step 3	68,556
	Step 4	70,770
	Step 5	72,982
	Step 6	75,201 Bar
	Step 7	77,413

---

---

Assistant Lecturer/Junior Research Officer:	Step 1	51,583
	Step 2	53,798
	Step 3	56,009

---

Lecturer/Research Officer:	Step 1	64,126
	Step 2	66,341
	Step 3	68,556
	Step 4	70,770
	Step 5	72,982
	Step 6	75,197
	Step 7	77,411
	Step 8	79,627
	Step 9	81,840 Bar

---

Senior Lecturer/Senior Research Officer:	Range 1	80,362 To 98,961 Bar
	Range 2	95,863 To 113,720 Bar

---

Associate Professor:	Range	106,195 To 124,050 Bar
----------------------	-------	------------------------------

---

Professor:	Range	123,905 To No Limit
------------	-------	---------------------------

---

Practicing Veterinarian/Professional Clinician:	Step 1	64,126
	Step 2	66,341
	Step 3	68,556
	Step 4	70,770
	Step 5	72,982
	Step 6	75,197
	Step 7	77,411
	Step 8	79,627
	Step 9	81,840 Bar

---

Senior Practicing Veterinarian/ Professional Clinician:	Range 1	80,362 To 98,961
	Range 2	95,863 To 113,720 Bar

Postdoctoral Fellow:	Step 1	64,126
	Step 2	66,341
	Step 3	68,556
	Step 4	70,770
	Step 5	72,982
	Step 6	75,197
	Step 7	77,411

#### **4.10 SALARY PROGRESSION (Aca)**

##### **4.10.1 SALARY INCREMENTS ASSISTANT LECTURER/JUNIOR RESEARCH OFFICER AND POSTDOCTORAL FELLOW (Aca)**

4.10.1.1 For Assistant Lecturers, Junior Research Officers and Postdoctoral Fellows salary progression shall be by single annual increments until the top of the relevant scale is reached. Progression shall be dependent on satisfactory performance, as assessed according to the criteria set out in the annual salary review form.

4.10.1.2 Any increase arising from this review will take effect on the anniversary of the date of first appointment to the current position, or last salary increment.

##### **4.10.2 SALARY PROGRESSION – TUTOR, SENIOR TUTOR, ENGLISH LANGUAGE TEACHER, SENIOR ENGLISH LANGUAGE TEACHER, LECTURER PRACTICING VETERINARIAN/PROFESSIONAL CLINICIAN SALARY STEPS (Aca)**

Progression through the Tutor, Senior Tutor, English Language Teacher, Senior English Language Teacher, Lecturer and Practicing Veterinarian/Professional Clinician salary steps will be in accordance with the principles and criteria set out below.

4.10.2.1 All salaries below the maximum for Tutor, Senior Tutor, English Language Teacher, Senior English Language Teacher, Lecturer and Practicing Veterinarian/Professional Clinician will be reviewed annually. Any increase arising from this review will take effect on the anniversary of the date of first appointment to the current position, or last salary increment.

4.10.2.2 An employee may apply for acceleration up the relevant scale through the Academic Promotion process.

4.10.2.3 Progressions shall be dependent on satisfactory performance, as assessed according to the criteria set out in the annual salary review form.

### **4.10.3 SALARY PROGRESSION - SENIOR LECTURERS AND SENIOR PRACTICING VETERINARIAN/PROFESSIONAL CLINICIAN (Aca)**

#### **4.10.3.1 Senior Lecturer and Senior Practicing Veterinarian/Professional Clinician Range of Rates (Aca)**

Employees promoted to or appointed to the Senior Lecturer or Senior Practicing Veterinarian/Professional Clinician grades will have salaries positioned within Range 1 of the range of rates specified in clause 4.9 of this Agreement. Employees promoted from Lecturer or Practicing Veterinarian/Professional Clinician range will normally have their salary placed at or near the bottom point of this range. Progression through this range will be in accordance with the principles and criteria set out in clause 4.10.3.3 below.

#### **4.10.3.2 Employees at the Senior Lecturer or Senior Practicing Veterinarian/Professional Clinician Bar (Aca)**

- (a) The top of Range 1 shall constitute the Senior Lecturer and Senior Practicing Veterinarian/Professional Clinician bar ('Career Grade').
- (b) Movement across the bar into Senior Lecturer Range 2, or Senior Practicing Veterinarian/Professional Clinician Range 2, and progression within Range 2 is on merit and requires evidence of exceptional service. Consideration of such progression is according to the procedure governing Academic Promotions.

#### **4.10.3.3 Senior Lecturer Range 1, or Senior Practicing Veterinarian/Professional Clinician Range 1: Salary Review and Progression Criteria (Aca)**

- (a) All salaries below the maximum for Senior Lecturer Range 1, and Senior Practicing Veterinarian/Professional Clinician Range 1 will be reviewed annually. Adjustments arising from this review will take effect on the anniversary of the date of first appointment to Senior Lecturer or Senior Practicing Veterinarian/Professional Clinician, or last salary adjustment.
- (b) Progression within Senior Lecturer Range 1 or Senior Practicing Veterinarian/Professional Clinician Range 1 shall be dependent on satisfactory performance, as assessed according to the criteria set out in the annual salary review form.
- (c) Provided that performance is satisfactory, progression from the minimum to the maximum of Senior Lecturer Range 1, or Senior Practicing Veterinarian/Professional Clinician Range 1 can be expected to take six years.
- (d) Accelerated progression through Senior Lecturer Range 1, or Senior Practicing Veterinarian/Professional Clinician Range 1 occurs through the academic promotion process.
- (e) Time taken to progress through the Range shall increase if, for any 12-month period, satisfactory performance is not achieved.

### **4.10.4 REVIEW PROCEDURE – TUTORS, SENIOR TUTORS, ENGLISH LANGUAGE TEACHERS, SENIOR ENGLISH LANGUAGE TEACHERS, LECTURERS, SENIOR LECTURERS, PRACTICING VETERINARIAN/PROFESSIONAL CLINICIAN, AND SENIOR PRACTICING VETERINARIAN/PROFESSIONAL CLINICIAN (Aca)**

- (a) The performance of each Tutor, Senior Tutor, English Language Teacher, Senior English Language Teacher, Lecturer, Senior Lecturer, Practicing Veterinarian/Professional Clinician, and Senior Practicing Veterinarian/Professional Clinician subject to salary review shall be assessed by their manager, according to the criteria incorporated in the annual salary review form, at an appropriate time prior to the anniversary of appointment to their current position.
- (b) If overall performance is deemed satisfactory, the manager shall recommend to the Vice-Chancellor or nominee that a salary increase be made.
- (c) If performance is deemed to be unsatisfactory, it shall be incumbent upon the manager to identify areas considered unsatisfactory and ensure a programme and timetable is put in place for rectification of the identified performance problem(s). At the end of the timetabled period a further review will take place and if satisfactory performance has then been achieved, the normal

salary increase will be awarded at that date. This procedure will not normally alter the date of subsequent reviews.

- (d) The employee will be expected to participate in the review process and to sign the review form.

#### **4.10.5 SALARY PROGRESSION - ASSOCIATE PROFESSORS (Aca)**

4.10.5.1 Each year the salaries of all Associate Professors will be reviewed by the Vice-Chancellor, based upon recommendations forwarded by the Pro Vice-Chancellor of the appropriate Colleges. Each Pro Vice-Chancellor will be free to undertake any independent investigation or assessment thought to be necessary to establish special merit.

4.10.5.2 At promotion to an Associate Professorship most employees will be placed at the bottom of the Associate Professor range. Recommendation for subsequent movement will take into consideration the following:

- (a) Continuing evidence of exceptional and meritorious qualities of the kind expected of an Associate Professor;
- (b) The award of a medal or some other accepted indication of outstanding academic attainment.

4.10.5.3 Although length of service as an Associate Professor will not of itself be deemed sufficient to warrant salary adjustment it will be a factor to be considered. Thus academic teaching and associated achievement which lack special merit but which are nevertheless of note and which reflect dedication to profession, students and University over a long period will be considered as evidence for a salary adjustment. Each Pro Vice-Chancellor will be free to undertake any independent investigation or assessment thought to be necessary to establish special merit.

#### **4.10.6 SALARY PROGRESSION - PROFESSORS (Aca)**

Each year the salaries of all Professors are reviewed by the Vice-Chancellor, taking into consideration a report by the Pro Vice-Chancellor of the appropriate College. The salary range is designed to enable recognition and encouragement of merit and service. Progress is not to be automatic.

#### **4.11 PROMOTIONS (Aca)**

Each year the Employer will send the Academic Promotions Handbook to all academic staff eligible for promotion.

#### **4.12 DISCRETIONARY PAYMENTS (Aca)**

4.12.1 The Employer may from time to time grant certain additional, non-superable payments or allowances in recognition of:

- (a) recruitment and/or retention difficulties
- (b) special administrative responsibilities, such as Acting Manager
- (c) additional and significant contributions over and above normal duties.

The form and operation of payment will be at the discretion of the Vice-Chancellor or nominee.

4.12.2 When such discretionary payments are awarded, the employee will be informed by the Human Resources Section of the amount of the payment, the period over which it is to be paid, and, where applicable, the process by which the payment may be subsequently abated.

#### **4.13 RECOGNITION OF TIKANGA MAORI AND TE REO MAORI SKILLS (Aca & Gen)**

The employer shall take into account for remuneration purposes proficiency in Te Reo where the needs of a job demand such skills. Where employees are called upon by the University to use Tikanga Maori and Te Reo Maori in circumstances outside their job requirements and where such duties are above and beyond the normal requirements of the employee, the University may recognise such contributions either financially or otherwise.

SUBJECT TO SIGNING BY THE PARTIES

## **PART 5: STAFF DEVELOPMENT**

### **5.1 PERFORMANCE REVIEW AND PLANNING (Aca&Gen)**

The PRP process aims to help individual employees review and improve the performance of their duties and to identify career and professional development opportunities for the following year. Each employee shall have an annual interview prior to the beginning of the academic year. The interview will result in the production of a report comprising two parts: a Performance Review of the past year and a Performance Plan covering requirements for the coming year.

### **5.2 STAFF STUDY (Aca&Gen)**

#### **5.2.1 ELIGIBILITY FOR FEE CONCESSION FOR MASSEY UNIVERSITY STUDY (Aca&Gen)**

5.2.1.1 Employees undertaking approved Massey study may have tuition fees for such study paid for by the Employer provided that they:

- meet the NZ Government criteria for domestic fees rates (that is, NZ citizens or permanent residents, Australian citizens or citizens of any countries with which special arrangements have been made); and
- have a term of employment of at least three years' duration, or are employed as a graduate assistant or assistant lecturer; and
- have made satisfactory progress in any previous semesters when the employer has met tuition fees.

5.2.1.2 Tuition fees for eligible employees on fractional appointments undertaking approved Massey University study may be met by the Employer. Such fees would be met on a pro-rata basis.

5.2.1.3 Employees who leave the employment of the Employer during a semester for which they have been granted a fees concession may be required to meet the cost of fees for the semester.

5.2.1.4 The extent of the Employer's financial support for employees wishing to enrol for block courses or any full fee paying courses, such as the MBA, will be limited to the cost of tuition for internal or extramural papers of equivalent credit value.

5.2.1.5 Notwithstanding clause 5.2.1.1, all employees covered by this Agreement may have normal enrolment fee, students' association and student counselling fees applicable to Massey University students waived.

5.2.1.6 All employees are required to comply with the regulations relating to enrolment and registration.

#### **5.2.2 APPROVED MASSEY UNIVERSITY STUDY FOR ELIGIBLE GENERAL STAFF (Gen)**

The Employer may meet the costs of tuition for up to three relevant internal or extramural undergraduate papers, or postgraduate papers, which equates to a maximum of 45 credits in total in any one year for any employee enrolled for a course of study in the University and which is relevant to the employee's work and has been approved by the Employer. The Employer may consider meeting the costs of tuition fees in excess of 45 credits where the study is of particular relevance to the staff member's duties and where the additional study can be accommodated without detriment to the staff member's paid duties. Managers will grant approval for professional development time for an employee that would enable them to attend classes and sit examinations which take place during their normal hours of work. Employees will be entitled to a half day for preparation and a half day for sitting of an examination. The employer will also grant reasonable time off to attend classes or field trips as courses require, provided this time can be accommodated without detriment to the staff members' paid duties. Such time off shall not be unreasonably withheld.

### **5.2.3 APPROVED MASSEY UNIVERSITY STUDY FOR ELIGIBLE ACADEMIC STAFF (Aca)**

The Employer will meet the tuition fees for approved internal or extramural study towards one qualification at a time, provided the amount of study being undertaken does not impinge upon the staff member's ability to carry out his or her paid duties. Managers will grant approval for professional development time for an employee that would enable them to attend classes and sit examinations which take place during their normal hours of work. Employees will be entitled to a half day for preparation and a half day for sitting of an examination. The employer will also grant reasonable time off to attend classes or field trips as courses require, provided this time can be accommodated without detriment to the staff members' paid duties. Such time off shall not be unreasonably withheld.

### **5.2.4 SPECIAL PROVISIONS FOR ACADEMIC STAFF READING FOR THE PHD (Aca)**

5.2.4.1 Except as stated in clause 5.2.3, academic staff who meet the criteria for PhD candidature may enrol for a PhD at Massey University with the permission of their manager. In the knowledge that it is in the interests of the University to have highly trained staff, managers are encouraged, subject to teaching commitments being met, to assist eligible academic staff to study for their PhD while continuing with academic duties.

5.2.4.2 Tutors and Senior Tutors are not eligible to undertake PhD study at the Employer's expense.

5.2.4.3 In circumstances which make it too difficult for a permanent employee to complete the PhD while performing his or her academic duties, the employee's manager may make application to the Pro Vice-Chancellor for special arrangements to be made. These will require the following:

- The employee must agree to a redefinition of conditions of employment which will include a reduction in salary for up to two years in the first instance.
- Salary will normally be reduced to either the top of the Assistant Lecturer scale or to a fractional component of current salary to bring it within the Assistant Lecturer - Lecturer (Step 1) range.
- The duties of the employee must be carefully defined so that what is expected of them as an employee and the time available for study is clearly understood. Such duties will be in terms of the regulations governing the employment of Assistant Lecturers or a carefully specified fraction of the normal academic duties of the candidate.
- The employee must give an undertaking to work diligently to complete the PhD with the aim of acquiring the degree within a time span also to be specified.
- In return for this undertaking the Employer will meet the full PhD tuition fees for eligible staff and will guarantee to restore the employee to their previous salary level on expiry of the period of reduced duties. The period of study will also count towards entitlements for overseas leave, and a retiring gratuity. Salary increments, which would normally be earned during the time spent under the provisions, will be restored on the completion of the period of reduced duties.
- Any arrangement under these special provisions must have the support of the employee's manager and will be the subject of a recommendation to the Pro Vice-Chancellor by the Manager.

### **5.2.5 STUDY AT OTHER TERTIARY INSTITUTIONS (Aca&Gen)**

5.2.5.1 An employee's manager may agree to meet some or all of the tuition costs to enable that employee to obtain relevant qualifications, other than a doctorate, from another tertiary institution if the qualification is not obtainable at Massey University, or where it was agreed at the time of appointment that the staff member could complete a programme of study already commenced at another institution. The granting of such tuition costs each year shall be subject to the employee's satisfactory progress in their work and studies.

5.2.5.2 **PhD Study at Other Universities:** Where an academic employee wishes to enrol for a doctorate at another institution, prior permission must be obtained from the Head of Department or equivalent.

### **5.2.6 OTHER EXTERNAL COURSES (Aca&Gen)**

Provisions for study leave and financial support for the payment of fees or associated costs for other external courses are at the discretion of the Employer.

### **5.2.7 PROFESSIONAL FEES AND REGISTRATIONS (Aca&Gen)**

Professional fees and fees associated with membership of a professional organisation will be paid by the employer where it is agreed such fees are required in order to undertake the duties of the employees position.

## **5.3 RESEARCH LEAVE (Aca)**

5.3.1 All regulations governing Research Leave and the entitlements, duties and obligations of the employee are set out in the Leave Regulations available through the Guide to Policies, Procedures and Regulations. The most recent edition of the Leave Regulations shall form an integral part of this Agreement.

5.3.2 Where revisions of the Leave Regulations are considered, the Employer will first consult with employee organisations and the relevant unions that are party to this agreement. When such amendments are made, a new edition of the Leave Regulations shall be published and made available to all academic employees who are bound by this Employment Agreement. This revised edition shall then supersede the previous edition as the prevailing set of conditions governing Research Leave. Similarly it will be open to employee organisations and the relevant unions to make representations to the Employer regarding any major revision at any time.

SUBJECT TO SIGNING BY THE PARTIES

## PART 6: ALLOWANCES

### 6.1 AUTHORISED TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND (Aca&Gen)

The provisions of clause 6.1 shall not apply to employees undertaking fieldwork.

Employees may be required to travel on authorised University business.

Payments of the following allowances are calculated from the time of departure from the University or from the employee's residence, whichever is the earlier, to the time of return to the University or employee's residence, whichever is the earlier.

#### 6.1.1 PERIODS OF LESS THAN 24 HOURS (Aca&Gen)

6.1.1.1 Where an employee leaves and returns to their place of work on the same day the Employer may approve payment of actual and reasonable expenses above the day to day work related expenses.

6.1.1.2 Where the period is less than 24 hours but is overnight, either actual and reasonable expenses or an incidentals allowance of \$7.9480 are payable but not the travelling expenses in clause 6.1.2 below.

#### 6.1.2 PERIODS IN EXCESS OF 24 HOURS (Aca&Gen)

The following expenses shall be paid when travelling in New Zealand on University business for periods in excess of 24 hours:

- (a) **Accommodation:** Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of original receipts.
- (b) **Living Costs (including meals):** For each 24 hour period a living cost of \$67.00 will be paid. For each further period of 12 hours up through to 24 hours, a living allowance of \$33.50 will be paid. Where the employer pays for the cost of any meals either directly or by way of reimbursement, the amount of those meals will be deducted from the living costs to be paid to the Employee.
- (c) **Employees Staying Privately:** Employees staying privately may be paid a living allowance of \$87.50 for each complete absence of 24 hours. This includes accommodation expenses. No payment will be made for periods of less than 24 hours.
- (c) The allowances/expenses described in clause 6.1.1 are not payable if reimbursement is paid for under clause 6.1.2.

#### 6.1.3 OVERSEAS TRAVEL (Aca&Gen)

Employees required by the employer to travel overseas on University business will be reimbursed on an actual and reasonable basis. Production of receipts of expenditure will be required. Employees travelling overseas under this provision will not be eligible for the provisions of clause 5.3 of this Agreement.

### 6.2 MOTOR VEHICLE EXPENSES (Aca&Gen)

6.2.1 Where the use of a private vehicle for official business has been approved, the employee shall be paid a motor vehicle allowance in accordance with rates specified by the Inland Revenue Department at the time this Agreement came into force. A motor vehicle allowance will normally only be paid for authorised short local trips, where the hire of a rental car would be clearly inappropriate. A motor vehicle allowance will also not be paid where it is reasonable and practicable to use a University fleet vehicle.

- 6.2.2 Where a private vehicle is used and the cost of a suitable and available rental car would have been less, employees will be reimbursed at the economy rental car rate plus \$12.50 per 100 km petrol reimbursement.
- 6.2.3 The motor vehicle allowance includes an element to cover insurance therefore insurance on private motor vehicles is the responsibility of the employee. However, the Employer will cover the cost of any insurance excess, up to a maximum of \$400, which an employee may have to pay in the event of an accident while using his/her own vehicle on official University business.
- 6.2.4 Traffic Infringement fines resulting from driver error are the personal responsibility of the driver. Any such fines incurred in a vehicle provided by the University must be met by the employee.

## 6.3 FIELD WORK AND ALLOWANCES (Gen)

- 6.3.1 For the purpose of this Agreement, fieldwork shall mean:
- (a) **A day field trip** - which does not necessitate the employee being away from their place of residence overnight;
  - (b) **A field trip** - which necessitates the employee being away from their place of residence for one night or more, up to 20 consecutive nights;
  - (c) **An expedition** - which necessitates the employee being away from their place of residence for more than 20 consecutive nights.
- 6.3.2 An employee has the right to object to undertaking field trips and expeditions on reasonable grounds. The Employer undertakes to adequately consider an employee's reasonable objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.
- 6.3.3 An employee who undertakes field work of any kind covered by clause 6.3.1 shall be provided by the Employer with equipment and special clothing deemed by the Employer to be necessary for the field work, and such equipment or special clothing shall remain the property of the Employer. If an employee wishes to provide his or her own special clothing for reasons for comfort or convenience, the employee may do so, provided the Employer approves the clothing to be suitable in terms of Health and Safety. The employee may be paid a sum agreed upon by the employee and employer to recognise the use of private equipment.
- 6.3.4 It shall be the duty of the Employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary the employee is given adequate instruction in its proper use.
- 6.3.5 An employee engaged on a field trip or expedition shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. An employee who is engaged on a field trip shall be entitled to accommodation of a reasonable standard appropriate to the circumstances. Where necessary, an employee undertaking a field trip or expedition may be given an advance against expenses.
- 6.3.6 An employee engaged on a day trip shall be entitled to time-off, in lieu of overtime, on the basis of one hour for each hour of overtime worked.
- 6.3.7 An employee engaged on a field trip shall be entitled to one day's time off in respect of each day worked on that field trip which would normally be the employee's day off, to be taken at a time mutually convenient to the employee and the Employer.
- 6.3.8 An employee engaged on an expedition shall not be entitled to overtime or time-off in lieu.
- 6.3.9 An employee engaged on a field trip or an expedition shall be paid the incidentals allowance at the rate of \$7.9480 per day.
- 6.3.10 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

## **6.4 MORNING TEA, LUNCH AND AFTERNOON TEA (Aca&Gen)**

All employees are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks, providing that in any situation where it is impracticable to supply the ingredients an allowance of \$~~67.696.49~~ per annum or \$1.4~~31~~ per week, shall be paid in lieu thereof.

## **6.5 ON CALL DUTY ALLOWANCE (Gen)**

6.5.1 Where an employee is required by the Employer to be on-call during off-duty hours and is required to be available on campus within a specified time of receiving a call, then the following allowances shall be payable:

- (a) On-call Monday to Friday (other than a Public Holiday) outside of ordinary hours of work - either one hour time off in lieu or payment of one hour at ordinary time rate for each night or any part thereof.
- (b) On-call Saturday, Sunday or Public Holidays - one hour time off in lieu or payment of one hour at ordinary time rate for each 24 hour period and pro-rata for periods of less than 24 hours.
- (c) Employees entitled to payments under this clause and who are required to be on-call on a Public Holiday shall receive the ordinary day's pay for the actual holiday, plus an alternative holiday, to be taken in accordance with the Holidays Act 2003, plus payment at the rate of time and a half for the hours worked.

6.5.2 Where a voluntary system of on-call duty operates for off duty hours and the employee is not required to restrict his/her activities during off duty hours, then appropriate provisions for recognising such arrangements will be negotiated by the Employer and the employee(s) concerned and if applicable, their employee representative.

6.5.3 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 shall be reimbursed and where the telephone is supplied by NZ Telecom Ltd, 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.

## **6.6 HIGHER DUTIES ALLOWANCE (GEN)**

6.6.1 The Employer may approve payment of a higher duties allowance to an employee who is required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and who competently discharges those higher duties. Payment at a lesser rate may be approved for an employee who is required to undertake only some of the duties and responsibilities of a higher graded position.

6.6.2 The rate of the allowance will be calculated by taking the difference between the salary of the employee acting in the position and the salary that the employee would receive if appointed to the higher position. Where the payment of the full rate of the allowance is not justified, the rate is to be that proportion of the full allowance that the duties and responsibilities competently performed, bear to the whole of the higher duties and responsibilities.

6.6.3 For employees on ranges of rates, Higher Duties Allowance shall be calculated as 6.5 per cent of the salary of the employee acting in the higher position, except where the difference between the salary of the employee acting in the position and the minimum salary for the higher position is a greater amount, in which case the higher amount is payable. Where the payment of the full rate of the allowance is not deemed by the Employer to be appropriate, the rate is to be that proportion of the full allowance that the duties and responsibilities competently performed, bear to the whole of the higher duties and responsibilities.

6.6.4 The minimum qualifying period is 15 consecutive working days actually undertaking the higher duties and responsibilities and this criteria must be met on each occasion that the higher duties are performed.

- 6.6.5 When an employee is promoted to a position that he/she has previously undertaken full duties and responsibilities of and paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.
- 6.6.6 The period for which a Higher Duties Allowance is paid will not normally exceed 13 months.

SUBJECT TO SIGNING BY THE PARTIES

## **PART 7: HOLIDAYS & LEAVE**

### **7.1 ANNUAL LEAVE (Aca&Gen)**

- 7.1.1 Annual leave is regarded as essential to staff welfare and in the interests both of the employee and the Employer. Annual leave must be arranged in consultation with the employee's manager. The employee's wishes concerning the timing of leave will be met as far as possible. However, where a date convenient to the Employer cannot be agreed on with the employee, the Employer may decline to grant leave or may direct the employee to take leave at another time.
- 7.1.2 All full-time employees, excluding Graduate Assistants, are entitled to paid annual leave of four weeks in each year, not including public holidays and the University holidays taken between Christmas and New Year, and Easter Tuesday. Part-time employees are entitled to paid annual leave calculated on a pro-rata basis.
- 7.1.3 Graduate Assistants appointed for a one year term will be paid in lieu of annual leave 8% of salary at the end of their employment in accordance with the Holidays Act 2003. Graduate Assistants appointed for two or three year terms have an entitlement of 20 days annual leave per year and are expected to take their leave at the end of each year. Any leave not taken will be paid on the expiry of the Agreement.
- 7.1.4 Leave should be taken on an annual basis and not accumulated. With the written approval of the Employer an employee may take annual leave as it is accrued.
- 7.1.5 Where an employee resigns or their employment terminates, any leave not taken will be paid.

#### **7.1.6 ACADEMIC STAFF**

- 7.1.6.1 Annual leave should normally be taken at times which do not interfere with the employee's commitments to teaching. Therefore, annual leave will not normally be granted during teaching semesters.
- 7.1.6.2 University Duties Overseas of extended duration (ie greater than three months) is considered to contain an element of annual or recreational leave. The annual leave entitlement for the year subsequent to the one in which this period of University Duties Overseas was begun will be reduced proportionate to the fraction of the year (in completed months greater than three months) taken up by the University Duties Overseas. Any leave remaining untaken from the previous year's entitlement will be carried over in this instance to the subsequent year.

### **7.2 PUBLIC HOLIDAYS (Aca&Gen)**

- 7.2.1 The following Public Holidays shall be allowed in accordance with the Holidays Act 2003 and its amendments: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Anniversary Day or another day in lieu thereof to be mutually agreed upon.

#### **7.2.2 WORK ON PUBLIC HOLIDAYS (Aca&Gen)**

Where an employee is requested to work and agrees to work on any of the public holidays mentioned in 7.2.1 above, the employee shall receive payment at the rate of time and a half for the hours worked. If the holiday would otherwise be a working day for the employee, the employee shall receive an alternative holiday to be taken in accordance with the Holidays Act 2003.

### **7.3 UNIVERSITY HOLIDAYS (Aca&Gen)**

7.3.1 The Employer has prescribed as University Holidays, Easter Tuesday, the last working day before Christmas and the first three days after Boxing Day which are not a Saturday, Sunday or Public Holiday.

#### **7.3.2 Work on University Holidays (Gen)**

An employee directed by the Employer to work on a University Holiday shall be paid for any hours worked at the employee's ordinary hourly rate and in addition the employee shall be entitled to a substitute day off in lieu, or part thereof for all ordinary hours worked, and this time shall be taken as soon as practicable but within four weeks. Where time off in lieu is unable to be taken within four weeks, the Employer and the employee may agree to make payment for ordinary hours worked at the rate of T1.

### **7.4 HOLIDAYS FALLING DURING LEAVE OR TIME OFF (Aca&Gen)**

7.4.1 **Leave on pay** - Where a Public holiday or University holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave. This provision does not apply to a holiday falling during retiring leave that is being taken after the employee has ceased work prior to leaving the university.

7.4.2 **Leave without pay** - An employee shall not be entitled to payment for a recognised holiday falling during a period of leave without pay, unless the employee has worked at any time during the fortnight ending on the day the holiday is observed.

### **7.5 INJURY/SICK LEAVE (Aca&Gen)**

7.5.1 The purpose of sick leave is to enable employees to continue to be paid when by reason of injury or illness, they are prevented from attending to their normal duties. It is to be administered fairly by management and utilised responsibly by employees.

7.5.2 The sick leave provisions apply equally where the employee is required to attend to their child, partner or family member who is a member of their household and who through illness or injury becomes dependent on the employee, or when a person who depends on the employee for care is sick or injured.

7.5.3 Employees are entitled to sick leave on pay on an "as and when required" basis, except for their first year of service. Sick leave entitlements are subject to the following provisions:

- (i) All new employees are entitled to a maximum of 10 days sick leave on pay during the first year of service. The employer may, at its discretion, consider an application for further paid sick leave during this period.
- (ii) Where it is considered that the employee's performance may be impaired by a possible medical condition, the Employer may require an employee to undergo an examination by a registered medical practitioner. The Employer reserves the right to require a specialist medical practitioner's examination and report in specific cases. Should the employee be found unfit to perform their full duties they may be placed on sick leave in accordance with clause 7.5. The cost of the medical examination will be met by the Employer.
- (iii) The employee should notify absence due to illness to their manager whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days, and may be required for absences of shorter periods.
- (iv) Where a staff member is in direct receipt of earnings related compensation from ACC then injury/sick leave shall be leave without pay. This will occur if the employee decides to receive, or ACC decides to pay, earnings related compensation directly to the employee.
- (v) Where long term absence due to illness or injury is involved and it seems unlikely that the employee concerned will be able to resume full duties within a reasonable period, the Employer may, after consultation with the appropriate HR staff and the employee and/or their representative,

give consideration to the retirement of the employee concerned on medical grounds (where applicable), or an extended period of leave on reduced pay or without pay, or termination of employment. Each case will be dealt with on its merits.

- (vi) Where there are frequent patterns of short term absence due to illness or injury and it seems unlikely that the employee concerned will be able to resume full duties within a reasonable period, the employer may, after consultation with the appropriate HR staff and the employee and/or their representative, give consideration to the retirement of the employee concerned on medical grounds (where applicable), or an extended period of leave on reduced pay or without pay, or termination of employment. Each case will be dealt with on its merits.
- (vii) When sickness occurs during annual or long service leave, the Employer will permit the period of sickness to be recorded as sick leave provided a medical certificate is produced.
- (viii) For general staff, any entitlement to paid injury/sick leave that existed as at 31 December 1998 will be deemed to be progressively reduced as sick leave is granted under clause 7.5.
- (ix) To ensure that no employee is disadvantaged under or abuses the new scheme, the implementation of the sick leave provisions shall be monitored. Statistical analyses of the sick leave records shall be made available to a union party to this Agreement.

7.5.4 This leave is inclusive of the sick leave provisions of the Holidays Act 2003.

7.5.5 All payments made to the employee or on behalf of the employee by the Employer in relation to accidents/injuries, whether relating to the first week compensation or otherwise, shall be treated as advances of salary to be recoverable at the discretion of the Employer should coverage ultimately be rejected or benefits received directly from ACC. The method and rate of repayment will be as agreed between the Employer and employee. Any outstanding monies owed may be deducted from the employee's final pay (including holiday pay) upon termination of employment.

7.5.6 The Employer is committed to assisting employees incapacitated by injury to return to work as soon as practicable, with due regard for the employee's safety and well-being. The Employer and employee will co-operate with the Case Manager to ensure implementation of an appropriate rehabilitation plan. Therefore the employee may be required to undertake such alternative duties (whether on a full or part-time basis) as are reasonably within the employee's capability and level of fitness. Medical opinion about the employee's capability for work will be considered in relation to the proposed tasks and the physical environment in which the alternative duties would be conducted.

## **7.6 BEREAVEMENT/TANGIHANGA LEAVE (Aca&Gen)**

7.6.1 An employee shall be granted bereavement leave on full pay to discharge their obligation and/or to pay their respects to a deceased person with whom they have had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). This shall include leave to attend hura kohatu (unveilings), kawē mate (re-enactment of Tangihanga), memorial services or maumaharatanga.

7.6.2 In granting time off therefore, and for how long, the Employer will administer these provisions in a culturally sensitive manner taking into account:

- (a) The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (d) The need to make a decision as quickly as possible so that the employee is given reasonable time to make any necessary arrangements.

7.6.3 If paid special bereavement leave is not appropriate, then annual leave or leave without pay may be granted, but as a last resort.

7.6.4 If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, long service leave (except when this is taken after relinquishment of office) or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of the preceding clauses. This provision will not apply if the employee is on leave without pay.

7.6.5 This leave is inclusive of the bereavement leave provisions of the Holidays Act 2003.

## **7.7 LONG SERVICE LEAVE (Gen)**

7.7.1 Long service leave is a leave entitlement, not a basis for a lump sum payment.

7.7.2 An employee who took up duties with the University or the former Wellington Polytechnic prior to 28 October 2000 shall be entitled on completion of 20 years' continuous university service to a special holiday of four weeks, which must be taken within five years of becoming due, or be forfeited. This is a once only entitlement.

7.7.3 Employees in the occupational groups: Administration and Clerical; Computer (Data Processing); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; General Services; Secretary/Typists, who took up duties with the University prior to 9 March 1988 and employees in the Librarians' occupational group who took up duties with the University prior to 15 December 1980 and employees in the Technicians' occupational group who took up duties with the University prior to 12 December 1981 and employees in the Grounds occupational group who took up duties with the University prior to 1 January 1989, shall be eligible for the following long service leave entitlements:

After 10 years' continuous service	10 working days
After 15 years' continuous service	10 working days
After 20 years' continuous service	15 working days
After 25 years' continuous service	20 working days
After 35 years' continuous service	20 working days
After 40 years' continuous service	25 working days

Leave not taken before the next entitlement is due will be forfeited.

7.7.4 Employees in the Printing occupational group who took up duty with the University prior to 1 January 1996 shall be entitled to the following long service leave entitlements:

After 15 years' continuous service	10 working days
After 25 years' continuous service	15 working days
After 35 years' continuous service	20 working days
After 40 years' continuous service	25 working days

7.7.5 Employees who were party to the Palmerston North College of Education General Staff Collective Employment Contract as at 31 March 1997, and have continuous service with the College and subsequently the University since that date shall be entitled to:

- (a) One holiday of two weeks after the completion of 15 years' service with the Employer.
- (b) One holiday of three weeks after the completion of 25 years' service with the Employer.
- (c) One holiday of four weeks after the completion of 35 years' service with the Employer.

7.7.6 Where a person's service has already been counted for a previous entitlement to long service leave (whether with the Employer or any other employer) that service shall not be included in calculations for any further long service leave entitlement.

## **7.8 RETIREMENT (Aca&Gen)**

7.8.1 The Employer and employee agree that retirement means permanently withdrawing from the regular paid workforce.

These provisions will not exclude retired employees from being employed in the University on a fixed term basis.

- 7.8.2 Employees who wish to retire are required to give notice in accordance with the provisions of clause 2.1 of this contract.
- 7.8.3 All staff retiring from the University may continue to have access to the University Library subject to the rules and regulations of the University Library.

## **7.9 RETIREMENT LEAVE / GRATUITY ENTITLEMENTS (Aca&Gen)**

- 7.9.1 The Employer will grant retiring employees a retirement gratuity after 10 years continuous service, and where the employee requests, the Employer may consider paying this entitlement as retiring leave. The Employer reserves the right to consider on their merits cases of other employees with less than 10 years' service, but would normally expect the qualifying service to be continuous.
- 7.9.2 Service for the purpose of retirement leave/gratuity entitlement and calculation, means unbroken full-time or part-time employment with the Employer, together with service as an employee at the Wellington Polytechnic or the Palmerston North College of Education prior to their respective mergers with the Employer provided it is continuous with service with the Employer. Except that:
- (a) For academic staff only five years of service with the Wellington Polytechnic or the Palmerston North College of Education will be recognised for the purposes of entitlement to retirement leave/gratuity entitlements
  - (b) For staff employed prior to 1 February 1999 by the Employer, service also includes any other service at other New Zealand Universities prior to joining the Employer as an employee, provided it is continuous with service with the Employer.
  - (c) Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long-service leave due.
  - (d) In determining the period of service, the Employer may deduct periods of leave without pay exceeding 3 months in total.
- 7.9.3 Part-time employees will have retirement gratuities or leave calculated on a pro-rata basis.
- 7.9.4 On the death of an employee the Employer may approve a cash grant in lieu of retiring leave to the surviving partner, or, if there is no surviving partner, to any dependent.
- 7.9.5 Retirement leave commences from the working day following the last day of duty. Where annual leave or long service leave is due, the retirement leave commences from the working day following expiry of such leave.
- 7.9.6 Where a person's service has already been counted for a previous entitlement to retirement leave (whether with the Employer or any other employer), that service shall not be included in calculations for any further retirement leave or gratuity entitlement.

### **ACADEMIC STAFF (Aca)**

- 7.9.7 For retiring members of the academic staff retirement leave or a gratuity is calculated normally on the basis of three months' salary after 10 years continuous service, increasing by two weeks for every additional year of service with a maximum allowance equivalent to six months' salary.
- 7.9.8 In special circumstances an early retirement gratuity of up to a maximum of six months salary may be negotiated. This gratuity would be in addition to any standard gratuity that may be payable under clause 7.9.78 above. The intention of this scheme is to benefit employees and the Employer. In determining whether to pay the early retirement gratuity, the Employer may take into account circumstances such as chronic illness.

## GENERAL STAFF (Gen)

7.9.9 For retiring members of the general staff retirement leave or a gratuity is calculated normally on the basis of the following provisions.

### 7.9.9.1 Entitlement (in working days) with Service of Years and Months specified.

Years	Months					
	0	2	4	6	8	10
10	22	23	24	24	25	26
11	26	27	28	29	29	30
12	31	31	32	33	34	34
13	35	36	36	37	38	39
14	39	40	41	41	42	43
15	44	44	45	46	46	47
16	48	49	49	50	51	51
17	52	53	54	54	55	56
18	56	57	58	59	59	60
19	61	61	62	63	64	64
20	65	66	66	67	68	69
21-25	69	69	69	69	69	69
26	69	70	71	71	72	73
27	74	74	75	76	76	77
28	78	79	79	80	81	81
29	82	83	84	84	85	86
30	86	87	88	89	89	90
31	91	91	92	93	94	94
32	95	96	96	97	98	99
33	99	100	101	101	102	103
34	104	104	105	106	106	107
35	108	109	109	110	111	111
36	112	113	114	114	115	116
37	116	117	118	119	119	120
38	121	121	122	123	124	124
39	125	126	126	127	128	129
40	131					

7.9.9.2 For an employee in the Grounds Staff occupational group who took up duty with the Employer prior to 1 January 1996, and has completed 10 or more years continuous service with the Employer:

Amount of Retiring Leave	Qualification Required
183 days	Completion of 40 years' or more service
91 days plus one day for every two months' service in excess of 25 years	Completion of 20 years' service and age 60 or more
31 days plus one day for every two months' service in excess of 10 years	Completion of 10 or more years' service (but less than 20 years) and age 60 years or more

7.9.9.3 For employees in the occupational groups of

- Administration and Clerical; Computer (Data Processing) and (Data Entry); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; General Services; Physical Recreation Officers; Secretary/Typists; Telephonists, who took up duties with the Employer prior to 9 March 1988; and
- Librarians' who took up duties with the Employer prior to 15 December 1980; and
- Technicians' who took up duties with the University prior to 12 December 1981; and
- Grounds who took up duty with the Employer prior to 1 January 1989,

three months' salary after 10 years' continuous service, increasing by two weeks for every additional year of service with a maximum equivalent to six months' salary.

## **7.10 DISCRETIONARY LEAVE (Aca&Gen)**

The Employer may grant an employee Discretionary Leave with or without pay on such terms and conditions as are appropriate. Examples of reasons for which Discretionary Leave may be granted include:

- compassionate grounds,
- Parliamentary Candidature,
- to allow an employee to care for their child, partner or family member who through illness or injury becomes dependent on the employee, even if not a member of the employee's household.

## **7.11 LEAVE WITHOUT PAY (Aca&Gen)**

7.11.1 Any period taken as leave without pay will be ignored for the purposes of determining salary increments and increment dates up to a maximum of two years in total.

7.11.2 Approved Leave Without Pay does not affect continuous service and does not add to the length of service. Therefore, any period taken as leave without pay does not count towards annual leave or Overseas Duties entitlement.

7.11.3 The Employer will give sympathetic consideration to applications for leave without pay for partners of persons employed by the University who are taking University Duties Overseas.

## **7.12 LEAVE FOR MAORI LAND COURT AND WAITANGI TRIBUNAL HEARINGS (Aca&Gen)**

7.12.1 Where an employee is required as a witness, or is presenting evidence on behalf of their whanau, hapu or iwi, at the Maori Land Court, Waitangi Tribunal or other Court hearings/claimant negotiations concerning land issues of their iwi, then they shall be entitled to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought and evidence of their requirement to attend is required.

7.12.2 In addition, this leave may be used by an employee to support the lodgment of a land claim made by their whanau, hapu or iwi.

## **7.13 JURY SERVICE LEAVE (Aca&Gen)**

An employee called on for jury service will be entitled to special leave with pay. The fees and expenses paid by the Department of Courts may be retained by the employee.

## **7.14 PARENTAL LEAVE (Aca&Gen)**

*EXPLANATORY NOTE: The Parental leave and Employment Protection Act 1987 and its subsequent amendments provides leave entitlements which may be shared by both parents during a child's first year of life. It may also be used by adoptive parents of a child under five years of age during the first year of the child's life with the adoptive family. A Parental Leave Fact Sheet explaining your Parental Leave entitlements and a Parental Leave Application form is available from the Human Resources Section of the Massey Website, or from the Human Resources Section office. For*

*further information regarding Parental Leave contact the Human Resources Section, your union, or the Employment Relations Service (a division of the Department of Labour).*

- 7.14.1 Except where stated to the contrary in this Agreement, parental leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments. Employees are reminded that the notice provisions of that Act require that:
- An employee intending to take parental leave is 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 (or a certified midwife) certifying the expected date of delivery. Special and medical circumstances will be taken into account.
  - An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.

## **7.15 ADDITIONAL ENTITLEMENT AND ELIGIBILITY (Aca&Gen)**

- 7.15.1 Employees are eligible for both the benefits under this Agreement and the benefits under the Government legislation.
- 7.15.2 Adoption is deemed to incorporate the Tamaiti Whaangai procedure (adoption under Maori customary law). Appropriate evidence will be required to support any such application.
- 7.15.3 For those employees with less than one year's service with the Employer or since the employee's return from his/her last period of parental leave from the University, unpaid leave of up to 26 weeks may be granted. Special or paternity leave are additional leave entitlements.
- 7.15.4 Employees returning from a period of extended parental leave may wish to work reduced hours for a period or take up a part-time position within the University. (The Employer will have regard to the University's equal employment opportunities policy when exercising decision making powers in relation to such applications.)
- 7.15.5 Where an employee is entitled to Extended Parental Leave of 12 months in accordance with the Parental Leave and Employment Protection Act 1987 and its subsequent amendments, the first six weeks of their parental leave will be on pay. Provided that:
- If both male and female partners are employed in the same university and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.
  - Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee 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 Employer.

## 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 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 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.

### **8.5.3 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;
- (b) The salary for the new position is the same;
- (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 to reach agreement 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; 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.

8.5.4.6 Where the employee accepts the offer of a reconfirmation on transfer, 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 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 position incurs agreed extra travelling costs, the parties will agree on the amount of reimbursement for a period of up to 12 months.
- (c) Where the new job is at a location outside the city boundaries of the employee's current workplace, 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)**

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.

### **8.6.2 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 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) 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.
- (c) In the case of employees on parental leave the calculations shall be based on the salary rate at the time of taking leave.
- (d) 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.

SUBJECT TO SIGNING BY THE PARTIES

## **PART 9: GENERAL PROVISIONS**

### **9.1 HEALTH AND SAFETY (Aca&Gen)**

- 9.1.1 The Employer will take all practicable steps to provide a safe and healthy workplace, in accordance with the Health and Safety Employment Act 1992 (HSEA). The University's [Health and Safety Policies and Procedures are as set out on the Health and Safety Website](#). ~~Occupational health and safety structure is set out in the Manual of Policies and Procedures.~~ For employees using VDUs the Department of Labour Code of Practice for VDUs shall apply.
- 9.1.2 Employees are required by the HSEA to take all practicable steps not to cause harm to themselves or any other person in the course of their work.
- 9.1.3 In order to promote health and safety at work, the Employer may, from time to time, require employees to participate in relevant training courses and to co-operate in the identification, assessment and control of health and safety hazards in their workplace, and if necessary accident investigations.
- 9.1.4 In addition, all employees are required to report to their supervisor as soon as possible, any incident including musculo-skeletal discomfort which may result in injury at work.
- 9.1.5 Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the Employer and the employee instructed in their use. Grounds employees will be supplied with a swandri jacket, gumboots, gloves, coat and leggings as appropriate. Where justified by the nature of the work prescription hardened lenses shall be provided by the Employer. Should a change in prescription require a change in lenses, then the Employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required. Laundering or dry cleaning of all protective clothing shall be the responsibility of the Employer and shall be carried out on a regular basis. An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.
- 9.1.6 Where an employee is required to apply agricultural chemicals such an employee must be supplied with appropriate protective clothing and equipment as recommended by the Department of Health and of no lesser standard than that provided for in the Noxious Substances Regulations Section 6-8. Such clothing must be worn by the employee.
- 9.1.7 Where an employee uses organo-phosphate based pesticides for more than 30 hours per month, such employee should have regular blood tests, or where medical examinations are required for employees regularly engaged in spraying with toxic or noxious substances by the Noxious Substances Regulations, the Employer shall meet the cost of such examinations.
- 9.1.8 No employee shall be engaged on spraying operations in hothouses for a longer period than four hours on any one day.
- 9.1.9 An employee required to handle plant material that is still wet from having been sprayed with or dipped in agricultural chemicals shall be issued with and shall wear waterproof gloves whilst so engaged.
- 9.1.10 An employee shall not be required to work in a greenhouse where the spraying of agricultural chemicals has occurred until such time as the sprayed surfaces have dried.
- 9.1.11 A first aid kit shall be kept on the premises in a readily accessible position in the event of accidents. Where the Employer uses organo-phosphate based chemicals it shall arrange with a local medical facility to have available the antidotes and controls appropriate to such chemicals.
- 9.1.12 Grounds employees/cleaners shall be provided with one pair of steel-toe capped/safety footwear per annum or as needed.
- 9.1.13 Employees shall be under an obligation to undertake safety training and to make use of safety clothing and equipment provided by the Employer. Repeated failure to do so shall constitute misconduct.

9.1.14 Employees who have volunteered for safety teams such as Building Wardens, Breathing Apparatus teams, First Aid volunteers and Civil Defence shall be provided with access to the appropriate safety equipment and regular training. Such employees will maintain their skills by periodic rehearsals between training sessions. Breathing Apparatus teams members shall be provided with protective clothing that is appropriate to the area worked in, as recommended by the NZ Fire Service.

9.1.15 **Spectacles (Aca&Gen)**

An employee who is engaged in VDU duties for at least half of a full-time position shall be entitled to an eye test at the Employer's expense after the first year upon being assigned to such duties. Further tests shall be provided at not less than two yearly intervals upon application to the Employer. If the test discloses that spectacles are required for the normal viewing distance of a VDU, or that an eyesight problem has been created or worsened by VDU then the Employer will meet the following costs:

- (a) Cost of the eyetest.
- (b) Cost of standard single vision lenses or standard single vision replacement lenses. Alternatively, the Employer may meet the cost of contact lenses up to the level of the costs which might otherwise be paid for single vision spectacles.
- (c) Spectacle frames up to a maximum of \$75.00. Except that for an employee with current spectacles only the cost of the test and lenses shall be met by the Employer.

**9.2 REPORTING WORK-RELATED ACCIDENTS (Aca&Gen)**

9.2.1 All accident and injuries arising in the course of employment must be reported to the employee's manager as soon as practicable which in the absence of exceptional reasons, should be by the end of the day. This is to ensure that all remedial steps may be taken to prevent further accidents, to protect the employee's welfare, and to ensure that the employer is aware of possible medical costs.

9.2.2 All work related accidents must be notified to the University using the form [found on the Massey University Policy Guide Website](#), ~~in the Manual of Policy and Procedures.~~

**9.3 SUPERANNUATION (Aca&Gen)**

9.3.1 University employees are eligible to belong to the New Zealand Universities Superannuation Scheme in accordance with the requirements of the Scheme.

9.3.2 Where the employee is a contributor to the Government Superannuation Fund the employer will continue to operate in accordance with the Scheme.

**9.4 COMPENSATION FOR DAMAGE TO CLOTHING (Aca&Gen)**

An employee who suffers damage to clothing during the performance of normal duties may apply for reimbursement of reasonable costs involved in repair or cleaning of the clothing, or, where this is impracticable, an ex-gratia payment towards the reasonable cost of replacement, provided that :

- (a) where applicable, protective clothing was being worn at the time of occurrence of the damage
- (b) the damage was not sustained because of negligence on the part of the employee
- (c) all prescribed safety measures were observed

**9.5 ACCESS TO WORKPLACE (Aca&Gen)**

[9.5.1 A representative of 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.](#)

~~9.5.2 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 9.6).~~

~~9.5.1 Any authorised officer of a Union who represents any employee bound by this Agreement, shall with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the workplace and there interview any employee so represented by that Union, and to access wages, holiday and time records of that employee but not so as to interfere unreasonably with the University's business.~~

9.5.32 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.

## 9.6 UNION MEETINGS (Aca&Gen)

The Unions authorised to represent employees bound by this Agreement may hold stopwork meetings totalling 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.

SUBJECT TO SIGNING BY THE PARTIES

## **PART 10: GRIEVANCE & DISCIPLINARY PROCEDURES**

### **10.1 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS (Aca&Gen)**

#### **10.1.1 GENERAL PRINCIPLES (Aca&Gen)**

The Employer takes all complaints seriously and is committed to facilitating speedy and satisfactory resolutions of complaints in the interests of maintaining a harmonious working, study and research environment.

The Employer and authorised bargaining agents will be guided by the principles of natural justice, equity and the requirements of relevant legislation in dealing with all complaints.

It is desirable that all complaints are resolved at the earliest possible stage via informal discussion and/or internally facilitated mediation between the parties.

#### **10.1.2 DESCRIPTION OF SERVICES AVAILABLE (Aca&Gen)**

In accordance with Section 65 of the Employment Relations Act 2000, attached as Appendix C is a plain language explanation of the services available for the resolution of employment relationship problems. [All employees shall have access to personal grievance provisions \(as set out in statute, this Collective Employment Agreement and any other policy or provision of the employer\), including in the first 90 days of employment.](#)

#### **10.1.3 HARASSMENT PROCEDURES (Aca&Gen)**

The Employer treats harassment seriously and has procedures for dealing with complaints. These are contained in the Guide to Policies, Procedures and Regulations.

### **10.2 DISCIPLINARY PROCEDURES (Aca&Gen)**

At any stage of the disciplinary warning procedure the employee has the right to representation and/or support from an employee organisation, from another employee, from legal counsel or from any other person or persons of the employee's choosing.

#### **10.2.1 UNSATISFACTORY PERFORMANCE (Aca&Gen)**

10.2.1.1 Where the performance of an employee in carrying out his or her duties is identified by the manager as being unsatisfactory, the manager should specify the nature of the problem and the remedies that are required.

10.2.1.2 A claim of unsatisfactory performance shall usually not in that first instance be sufficient to initiate the disciplinary warning procedure. Only when adequate guidance and opportunity for training to remedy shortcomings has been given, followed by a reasonable period to improve performance, should continued unsatisfactory performance then constitute sufficient cause for initiating the disciplinary warning procedure.

#### **10.2.2 MISCONDUCT (Aca&Gen)**

Misconduct is any behaviour on the professional or personal level which is alleged to contravene in a grave fashion the Agreement obligations of an employee, the rules and regulations of the employer, or

codes of professional conduct or ethics. An allegation of such misconduct will be sufficient to initiate the disciplinary investigation procedure as set out in clause 10.2.

### 10.2.3 INVESTIGATION AND WARNING PROCEDURE (Aca&Gen)

Where an unsatisfactory performance continues following the implementation of the process specified in 10.2.1 or where an allegation of misconduct is made by a competent authority, the employee involved shall be interviewed by the appropriate authority and invited to respond. If the response is judged to be unsatisfactory a formal warning may be given. This warning should specify the nature of the misconduct or unsatisfactory performance alleged, the remedial action required of the employee, and the time period allowed for such remedies to be implemented.

This warning will normally be a first written warning, except where the seriousness of the alleged conduct justifies proceeding immediately to a final written warning.

#### 10.2.3.1 Final Written Warning

Should the first written warning fail to remedy the misconduct complained of within a reasonable time, or if further instances of unsatisfactory performance or misconduct occur, the employee shall again be interviewed and invited to respond. If the response is judged to be unsatisfactory, a final written warning shall be issued by the Employer to the employee containing the following elements:

- (a) a statement of the alleged misconduct or unsatisfactory performance
- (b) a reference to the previous written warning where one has been issued
- (c) action to be taken or amends to be made to remedy the problem
- (d) a reasonable period of time within which prescribed action must be taken
- (e) a statement of the likely consequences of not complying with the warning.

If after the period specified the employee fails to meet the requirements of the written warning, or if further instances of unsatisfactory performance or misconduct occur, then the Employer may decide to implement the disciplinary measures indicated in the written warning, which could include termination of the Agreement.

### 10.2.4 SERIOUS MISCONDUCT (Aca&Gen)

10.2.4.1 **Suspension:** In cases involving misconduct considered to be particularly serious, an employee may be suspended on full pay pending an investigation into the alleged misconduct.

10.2.4.2 **Summary Dismissal:** Where an investigation substantiates an allegation of serious misconduct, a process of summary dismissal may be justified. Such dismissals will be subject to the principles of natural justice.

**SCHEDULE ONE: MASSEY UNIVERSITY AT WELLINGTON  
LECTURERS COLLECTIVE AGREEMENT**

The terms and conditions of employment for those employees covered by the Massey University at Wellington Lecturers' Collective Employment Agreement as at 1 July 2009 can be obtained through the Human Resources Section.

SUBJECT TO SIGNING BY THE PARTIES

**SCHEDULE TWO: SCHEDULE OF SIGNATORIES**

The following are parties to the Massey University Collective Employment Agreement.

Signed on behalf of Massey University

\_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa

\_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the New Zealand Public Service Association

\_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the New Zealand Engineering, Printing & Manufacturing Union Inc

\_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the New Zealand Building Trades Union

\_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of the Tertiary Institutes Allied Staff Association

\_\_\_\_\_ Date: \_\_\_\_\_

SUBJECT TO SIGNING BY THE PARTIES

## APPENDIX A — University Workloads Policy & Procedures

### **Purpose:**

To ensure the total workload allocated to individual members of staff is reasonable, safe and equitable.

### **Policy:**

Staff members will be allocated equitable, reasonable and safe workloads through a mechanism that is comprehensive and transparent, that takes account of work requirements of the department and contributes to the efficient and effective application of its resources.

### **Definitions:**

**Equitable:** means that staff members with comparable levels of appointment and responsibilities should have similar workloads. Casual, proportional and staff members with limited term appointments shall have workloads that are equitable relative to confirmed full-time staff in the same teaching area.

**Reasonable:** means that in allocating the workload all practical steps were taken to facilitate career progression; that the workloads so allocated can be managed within the time frames and deadlines set for the performance of the duties, and will allow staff to maintain a reasonable balance between their professional and personal life.

**Safe:** means that all practical steps will be taken to minimise physical or mental harm to staff.

**Department:** The term department is used generically to apply to the terminology used to designate administrative units in the Colleges, Divisions and Regions.

### **Policy Requirements and Delegations:**

The Pro Vice-Chancellors, Assistant Vice-Chancellors and Deputy Vice-Chancellors will ensure that mechanisms for the allocation of workloads are implemented in the departments of the Colleges, Campuses and Divisions for which they are responsible.

The heads of departments in the Colleges and Divisions will ensure that staff members are allocated workloads through an appropriate mechanism that is comprehensive and transparent.

The head of a department will ensure that as part of the annual allocation of workloads, the person responsible for a staff member's PRP appraisal will check the current and proposed workload in relation to the duties of the staff member and the requirements and goals of the department.

The workload allocation mechanisms used by the departments will be ratified by the relevant senior manager (Pro Vice-Chancellor, Assistant Vice-Chancellor, Deputy Vice-Chancellor) who will then ensure that a copy of the document describing the mechanism for each department for which they are responsible is filed with the University's Quality Manager. This will be confirmed in the Vice-Chancellor's PRP appraisals of each senior manager.

### **Audience:**

All university staff

### **Relevant Legislation:**

None

### **Legal Compliance:**

None

### **Related Documents:**

- Procedures for the Allocation of Workloads (Appendix 1)
- Allocation of Workloads Disputes Procedures (Appendix 2)

**DOCUMENT MANAGEMENT CONTROL:**

Prepared by: Academic Policy Manager

Authorised by: Assistant Vice-Chancellor (Academic)

Consultation & Approval: Approved by the Vice-Chancellor & Members of the Collective Unions 2002

Date issued: July 2004

Last review: July 2005

Next review: May 2008

**APPENDIX 1: PROCEDURES FOR THE ALLOCATION OF WORKLOADS**

An annual allocation of workloads will be carried out.

The allocation of work shall be made with the agreement of the staff member and shall reflect the staff member's strengths and capabilities. Individual circumstances will also be considered in the work allocation process.

Any changes to the duties allocated to a staff member must be made by mutual agreement and should reflect the staff member's strengths and capabilities.

The allocation of work to tangata whenua staff must recognise, and take account of, the specific skills and expertise which these members of staff bring to their place of employment and their community. This recognition should also include their diverse obligations to iwi, hapu and whenua and may also include their involvement in consultative processes of the University in relation to the fulfilment of its obligations under Te Tiriti o Waitangi.

Information held about the workload allocation for each member of staff will be on their personal files in the department so that it can be used as a source of information for promotion applications, if required.

The policy and procedures for allocating workloads in the department must be on file and available for perusal by any member of staff in the department.

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

By working with the senior managers, the Vice-Chancellor, as the employer, will use best endeavours to ensure that the mechanisms used by departments for allocating workloads promote the well being and safety of the staff of the University.

Examples of Workload Allocation Models can be found at: <http://quality.massey.ac.nz/ModelExamples.html>

**APPENDIX 2: ALLOCATION OF WORKLOADS DISPUTES PROCEDURE**

In case of any difference arising between a staff member and his/her manager in relation to the allocation of work to an individual staff member, the following procedures should apply.

The process is designed to provide a speedy and informal resolution wherever possible and is consistent with the Massey University process for the resolution of employment relationship problems and grievances and with the principles of the Employment Relations Act 2000. It is agreed that this process will be followed as a means of internal resolution prior to any grievance or dispute being lodged under the Employment Relations Act 2000. Staff member(s) are able to seek support and advice at any stage of this process.

Step 1 – Resolution Between the Parties

The parties will attempt to resolve their differences by direct resolution or through the assistance of a mediator. The mediator will be mutually agreed upon by the parties to the dispute, and where necessary will be provided by the University.

Step 2 – Review

If the matter remains unresolved, it will be referred to the relevant Pro Vice-Chancellor of the College, Assistant Vice-Chancellor, Deputy Vice-Chancellor or equivalent line manager.

The manager concerned will review the matter and make a decision to amend or confirm the allocation of work to the individual staff member concerned. Both the decision and the reasons for it will be communicated in writing to the parties to the dispute.

Step 3

Where there are grounds established for an appeal, the review above may be appealed to an independent Tribunal. Unless the parties agree otherwise, the Tribunal will consist of three people - one staff member (nominated by the combined unions), one manager (nominated by the Vice-Chancellor) and one independent member (as agreed between the Unions and the Vice-Chancellor. Consent by either party to the independent member will not be unreasonably withheld). Where the parties cannot agree on the independent member, the Vice-Chancellor will decide. The membership of the Tribunal shall be reviewed on a 12 monthly basis.

Both the decision and the reasons for it will be communicated in writing to the parties to the dispute and will be copied to the Vice-Chancellor.

Step 3 is the final step of the internal review process. A party is entitled at the end of the internal process to lodge a dispute or grievance in accordance with the Employment Relations Act 2000.

Interim Situation

In case of a difference arising from the workload model or allocation, the disputed workload shall continue as if no difference existed until the matter is resolved through the procedures outlined above. However, where a case of urgency is established, this disputes procedure will be initiated within 14 days of the notification of the difference.

(Note: the reason for this is to protect the operation of the University and the interests of the student stakeholders until the difference is resolved)

SUBJECT TO SIGNING BY THE PARTIES

## APPENDIX B — Transfer Assistance (Aca&Gen)

- C1 The following provisions apply to employees invited to transfer between the University's Campuses/Sites on a long-term basis (where the distance between Campuses/Sites is more than 100 kilometres). The Employer has no obligation to offer, and the employee no obligation to accept, such a transfer.
- C2 Transfer will be by invitation of the Employer.
- C3 The payment of transfer costs and grants in aid towards costs applying to each household will be as follows -
- C3.1 Removal expenses of household and personal effects up to the following maxima:
- |   |                        |
|---|------------------------|
| (a) One person                                  | up to 14 cubic metres. |
| (b) Person with partner and/or dependant family | up to 28 cubic metres. |
- Human Resources shall arrange for its Supplier to organise and carry out the relocation.
- C3.2 Where the new Campus/Site destination is more than 100 km, Human Resources shall either –
- (a) arrange and pay for airfares for the staff member and dependents (if appropriate); or
- (b) where travel is by private vehicle, reimburse the relocatee in accordance with rates specified by IRD, for mileage incurred in traveling between the respective locations. Approval shall be sought from the Human Resources Section in advance.
- C3.3 The University will pay for two nights motel accommodation only (excluding such things as meals, beverages or toll calls). The University will also pay for half the cost of up to a further five nights accommodation if requested by the relocatee. The additional cost shall be met by the relocatee. Accommodation shall be arranged by the Human Resources Section.
- C3.4 Reasonable costs of legal and real estate fees associated with the selling of a home in the former location and purchasing a property in the new location may be reimbursed.
- C3.5 A grant in aid of up to \$1,000 may be paid towards other incidental costs incurred in the course of the relocation on production of receipts (e.g. school uniforms, telephone connection, etc).

## APPENDIX C — Services for Resolution of Employment Relationship Problems

### DEFINITIONS

**‘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 condition of employment” (s5 ERA).

**‘Personal grievance’** means a claim for unjustified dismissal, unjustified disadvantage, discrimination, duress (in relation to membership or non-membership of a union), sexual or racial harassment (s103 ERA).

**‘Dispute’** means “a dispute about the interpretation, application, or operation of an employment agreement” (s129 ERA).

### RAISING AN EMPLOYMENT RELATIONSHIP PROBLEM

To raise an employment relationship problem, you should advise the Employer of the existence and nature of the problem and that you want something done about it. A personal grievance must be raised with the Employer within 90 days of the action occurring or coming to your notice, whichever is the later (s114 ERA). A written submission is preferable.

**You are entitled to seek the support and assistance of your union or representative at any time. Your union or other representative can act on your behalf if you so choose.**

### SERVICES AVAILABLE FOR RESOLUTION

Following is a description of the services available for the resolution of an employment relationship problem.

#### ▪ **ADVISE YOUR EMPLOYER**

You should advise your employer of your employment relationship problem by informing your manager. If you do not feel comfortable about raising the matter directly with your manager you should inform their manager. You could also choose to have your representative approach your manager or their manager on your behalf.

#### ▪ **MASSEY UNIVERSITY MEDIATION SERVICE**

The University provides a mediation service to assist staff with resolving issues that arise in the workplace. A trained mediator will help the parties to resolve the problem, but does not make a decision as to who is right or wrong.

#### ▪ **DEPARTMENT OF LABOUR MEDIATION SERVICE**

The Department of Labour runs a Mediation Service to support all employment relationships. This Service provides general information about employment rights and obligations as well as mediators to assist parties to resolve employment relationship problems. The phone number is in the Public Telephone Directory under “Labour, Department of”.

#### ▪ **EMPLOYMENT RELATIONS AUTHORITY**

If the Department of Labour Mediation Service was unable to assist you to resolve the problem, then you can apply to the Employment Relations Authority for assistance. This is a more formal step to take, and you may elect to have someone represent you. The Authority members will investigate the problem and will make a decision. This decision can be appealed by either party to the Employment Court and then to the Court of Appeal.

#### ▪ **HUMAN RIGHTS COMMISSION (ALTERNATIVE PROCESS)**

If you believe you have a personal grievance based on discrimination, sexual harassment or racial harassment, you may be able to make a complaint under the Human Rights Act 1993 to the Human Rights Commission. However, you cannot refer your personal grievance to both the Human Rights Commission and the Employment Relations Authority. They are alternative services.