

*[Massey University employees can obtain a copy of this Agreement from People and Culture]*



**MASSEY UNIVERSITY**  
**TE KUNENGA KI PŪREHUROA**  

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**UNIVERSITY OF NEW ZEALAND**

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**MASSEY UNIVERSITY COLLECTIVE**

**EMPLOYMENT AGREEMENT**

**(Term of Agreement 1 July 2021– 30 June 2022)**

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**CEA 2021**



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## **Part 1: Te Hunga me te Kupu Here: 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 New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa (TEU), the New Zealand Public Service Association Incorporated (PSA), E tū (ETU), 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, ETU and TIASA 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 available from the People and Culture Section.

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 AND OPERATION OF UNIONS (ACA&GEN)**

1.3.1 The University endeavours to work cooperatively with Union representatives and delegates and recognises that Unions are legitimate and important stakeholders and have rights and interests in decisions affecting their members’ work and employment.

1.3.2 The University has an interest in the Union being well organised and effective in the employment relationship, and as such allows Union delegates and representatives reasonable paid time to carry out their duties. The University agrees the TEU President/Co- Presidents shall be given an agreed paid time allowance of 0.2FTE in total per week to be shared between them. Any decision around release for union delegates will be made in accordance with the employer’s recognition of the role the unions have in furthering and representing the aims and aspirations of Māori. In addition, the University will provide education leave to delegates and representatives of up to three (3) days per delegate/representative per year, to a maximum of 100 days per year. The purpose of this leave is to provide paid leave to delegates and representatives to increase their knowledge about employment relations for the purpose of improving relations between employees and the employer. This entitlement is not in addition to the Employment Relations Education Leave under the Employment Relations Act 2000.

1.3.3 Both parties recognise that to engage credibly and responsibly, delegates and representatives need to have the appropriate level of knowledge and skills.

#### **Access to Workplace**

1.3.4 A representative 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.

- 1.3.5 Any discussions or meetings which take place must not exceed a reasonable duration and will not be treated as a union meeting (as set out in clause 1.3.7).
- 1.3.6 In recognition of the need for effective communication between campuses, the Employer will, where practicable, make available the current video-conference facility to employee organisations at a charge of 50% of the commercial facility hire rate.

#### **Union Meetings**

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

#### **New Employees**

- 1.3.8 As far as Employment Law allows, the Employer recognises that where the work of a new employee falls within the coverage of this Agreement, they will be informed about the existence of this Agreement, how it operates, and given a copy of the agreement, so that they can make an informed decision about which employment agreement they wish to be covered by.
- 1.3.9 New employees will be informed that they may join one of the Union parties to this Agreement.
- 1.3.10 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.

## **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, Veterinary Intern/Veterinary Resident 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) Veterinary Intern/Veterinary Resident – These training positions are categorised as academic positions and are fixed term to encourage the pursuit of specialisation within a clinical setting. In addition, interns and residents may pursue further academic/clinical qualifications during their fixed term employment and are provided experience and training in the academic and clinical environment.
- (k) Manager – Shall include any head of a campus, college, division, department, institute, school, section, centre or unit within Massey University.
- (l) 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 2021 and shall continue in force until 30 June 2022.

## **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 Policy and Procedure Library, covering the terms and conditions of employment referred to in this Agreement, then the provisions of this Agreement shall take precedence.

1.8.5 The Workloads Policy which is covered by this clause is appended as Appendix A for ease of reference only and the parties agree that there is a requirement to adhere to the policy. Where revisions of the Workload Policy are considered, the employer will consult with the relevant unions that are party to this agreement as per this clause. When amendments are made, a new version of the policy shall be published and made available to all employees. This revised version of the policy shall then supersede the previous edition as the prevailing set of conditions governing workload.

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

The Workloads Guidelines for Summer School are available on the staff intranet. These apply to staff who are requested and agree to work during that period.

## Part 2: Ngā Kawenga: 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 sub clause 2.1.1, the Employer reserves the right to require termination by Academic employees to be effective from the midpoint 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 sub clause; 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 and Development Planning and Review Procedures.

#### **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 (or nominee).

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: Te Wā Mahi: 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 an unpaid 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 each for morning tea, afternoon tea, and /or an evening break (where these occur during duty), and this time shall be recognised as time worked.

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

- 3.2.1 The employer will give genuine consideration to any request for flexible work by an employee. Any such arrangement will be recorded in writing including a timeframe for the arrangement to either cease or be reviewed. 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 changes shall be recorded in writing. 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 their 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 immediate line manager.
- 3.3.5 Any employee above the maximum of Grade 5 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 \$13.70 effective 10 January 2022.

### **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 flexi time 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 their 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 their 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.

## Part 4: Ngā Taiutu: Remuneration

### 4.1 REMUNERATION (Aca&Gen)

4.1.1 Payment of all salaried employees shall be by direct credit to a bank account fortnightly and in accordance with the Wages Protection Act 1983.

### 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.

### 4.3 GENERAL EMPLOYEE SALARY SCALES (Gen)

Effective from 10 January 2022

*(1.5% increase)*

Grade	Minimum	Maximum	Standard Increment*	Job Evaluation Points
Grade 1	\$43,618	\$47,137	\$1,488	26-50
Grade 2	\$44,216	\$52,459	\$1,550	51-75
Grade 3	\$44,736	\$59,300	\$1,743	76-125
Grade 4	\$45,257	\$66,147	\$1,775	126-175
Grade 5	\$52,732	\$74,509	\$1,814	176-225
Grade 6	\$62,568	\$88,952	\$2,029	226-275
Grade 7	\$73,581	\$103,400	\$2,293	276-325
Grade 8	\$87,737	\$117,842	N/A	326-350

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

### 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 agreed Job Evaluation Programme, that is, the Mercer International Position Evaluation System (IPE).

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 People and Culture section for processing using the Mercer IPE system.

### 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.

4.6.3 Where there are no applicable increments within a grade, progression within the range of rates will be on the basis of an annual salary review. Any increases will be effective from 1 January. Staff shall be advised in writing of the outcome of any review.

### **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 People and Culture Section for action.
  - (d) If the employee is absent on paid 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 nominee). The Pro Vice-Chancellor (or nominee) may seek additional information to ensure decisions made are consistent and equitable.
- (c) An accelerated increase will be within the range of \$500 to \$1,500.

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 nominee). The Pro Vice-Chancellor (or nominee) 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 nominee). The Pro Vice-Chancellor (or nominee) 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).

**4.9 SALARY SCALES (Aca)**

Effective from  
10 January 2022  
(1.5% increase)  
\$ pa

Graduate Assistant:		36,806
Tutor:	Step 1	58,201
	Step 2	60,807
	Step 3	63,420
	Step 4	66,028
	Step 5	69,507
	Step 6	72,989
	Step 7	76,475
Senior Tutor:	Step 1	75,595
	Step 2	78,206
	Step 3	80,816
	Step 4	83,428
	Step 5	86,034
	Step 6	88,652 Bar
	Step 7	91,258
English Language Teacher:	Step 1	58,201
	Step 2	60,807
	Step 3	63,420
	Step 4	66,028
	Step 5	69,507
	Step 6	72,989
	Step 7	76,475
Senior English Language Teacher:	Step 1	75,595
	Step 2	78,206
	Step 3	80,816
	Step 4	83,428
	Step 5	86,034
	Step 6	88,652 Bar
	Step 7	91,258



Effective from  
10 January 2022  
(1.5% increase)  
\$ pa

Assistant Lecturer/Junior Research Officer:	Step 1	60,810	
	Step 2	63,420	
	Step 3	66,028	
Lecturer/Research Officer:	Step 1	75,595	
	Step 2	78,206	
	Step 3	80,817	
	Step 4	83,427	
	Step 5	86,035	
	Step 6	88,647	
	Step 7	91,256	
	Step 8	93,867	
	Step 9	96,477	Bar
Senior Lecturer/Senior Research Officer:	Range 1	94,735	
		To 116,659	Bar
	Range 2	113,009	
		To 134,058	Bar
Associate Professor:	Range	125,188	
		To 146,236	Bar
Professor:	Range	146,065	
		To No Limit	
Practicing Veterinarian/Professional Clinician:	Step 1	75,595	
	Step 2	78,206	
	Step 3	80,817	
	Step 4	83,427	
	Step 5	86,035	
	Step 6	88,647	
	Step 7	91,256	
	Step 8	93,867	
	Step 9	96,477	Bar

Effective from  
10 January 2022  
(1.5% increase)  
\$ pa

Veterinary Intern:		39,000
Veterinary Resident:	Step 1	47,479
	Step 2	50,953
	Step 3	54,427
Senior Practicing Veterinarian/Professional Clinician:	Range 1	94,735
	To	116,659
	Bar	
	Range 2	113,009
	To	134,059
	Bar	
Postdoctoral Fellow:	Step 1	75,595
	Step 2	78,206
	Step 3	80,817
	Step 4	83,427
	Step 5	86,035
	Step 6	88,647
	Step 7	91,256

## 4.10 SALARY PROGRESSION (Aca)

Where progression is by way of promotion consideration must be given to the relevant criteria contained in the Academic Promotion Handbook which may be amended from time to time following consultation.

### 4.10.1 SALARY INCREMENTS – ASSISTANT LECTURER/JUNIOR RESEARCH OFFICER, POSTDOCTORAL FELLOWS AND VETERINARY RESIDENTS (Aca)

4.10.1.1 For Assistant Lecturers, Junior Research Officers, Postdoctoral Fellows and Veterinary Residents salary progression shall be by single annual increments until the top of the relevant scale is reached. Progression shall be dependent on satisfactory performance.

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 AND 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.
- 4.10.2.4 For Senior Tutors and Senior English Language Teachers progression over the bar will be on merit.

#### **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 is by way of promotion. Consideration of such progression is according to the procedure governing Academic Promotions. Progression within Senior Lecturer Range 2 or Senior Practicing Veterinarian/Professional Clinician Range 2 will be by way of annual salary review.

##### **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.
- (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 assessed and approved by the relevant Pro Vice-Chancellor and 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 will be assessed and approved by the relevant Pro Vice-Chancellor and 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 Pro Vice-Chancellor or nominee.

- 4.12.2 When such discretionary payments are awarded, the employee will be informed by the People and Culture 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 MĀORI AND TE REO MĀORI SKILLS (Aca & Gen)**

- 4.13.1 The employer shall take into account for remuneration purposes proficiency in Te Reo Māori where the needs of a job demand such skills.
- 4.13.2 Where employees are called upon by the University to use Tikanga Māori and/or Te Reo Māori in circumstances outside their job requirements, the University shall recognise that contribution financially, with a minimum payment of \$1,000 gross and a maximum of \$3,000 gross per annum. This payment is non-superable.
- 4.13.3 When staff are called upon to use Tikanga Māori and or Te Reo in addition to their normal role, the demands on workload and release from normal duties shall not be excessive.

## **Part 5: Whakawhanake Kaimahi: Staff Development**

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

The PDP 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 and Development Plan Review of the past year and a Performance and Development 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 at the time of application for enrolment, 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 courses of equivalent credit value.

5.2.1.5 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 courses, or postgraduate courses, 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 usually 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 employee's 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 Research, Teaching, Study and Professional and Organisational Periods/Duties Overseas and in New Zealand Guidelines. The most recent edition of these guidelines shall form an integral part of this Agreement and can be found at <http://policyguide.massey.ac.nz>

5.3.2 Where revisions of the Research, Teaching, Study and Professional and Organisational Periods/Duties Overseas and in New Zealand Guidelines 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 guidelines 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.

## Part 6: Ngā Utu Tāpiri: 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 \$9.33 effective 10 January 2022 is 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 \$80.89 effective 10 January 2022 will be paid. For each further period of 12 hours up through to 24 hours, a living allowance of \$40.44 effective 10 January 2022 will be paid. Where the employer pays for the cost of any meals either directly or indirectly by way of reimbursement (e.g. paid on Massey credit card, charged back to Orbit Travel or as part of event registration fees), 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 \$101.11 effective 10 January 2022 for each complete absence of 24 hours. This includes accommodation and meal expenses. No payment will be made for periods of less than 24 hours.
- (d) 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 as promulgated by the Inland Revenue Department from time to time. 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 \$14.42 per 100 km petrol reimbursement effective 10 January 2022.

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 their 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 \$9.33 per day effective 10 January 2022.
- 6.3.10 The terms and conditions applicable to field trips and expeditions shall be determined in each case prior to the commencement of the field trip or expedition. It is recognised by the parties that each field trip or expedition is to be treated on its merits as a separate case.

## 6.4 WĀNANGA (Aca&Gen)

- 6.4.1 In accordance with the principles of maintaining and advancing a Te Tiriti O Waitangi relationship, the Employer will support staff who are required to deliver, participate in and/or support wānanga as an integral part of an academic programme. This clause embraces Te Ao Māori values such as manaakitanga, whanaungatanga, kaitiakitanga and wairuatanga.
- 6.4.1.1 For the purposes of this clause, "wānanga" includes (but is not limited to) the provision of educational seminars exploring te reo Māori, wāhi Māori, kaupapa Māori and tikanga Māori.
- 6.4.1.2 Where an employee is required to wānanga, they are entitled to one day's time off in lieu in respect of each overnight stay to be taken at a time mutually convenient to the employee and the Employer and in accordance with clause 3.3.4.

## **6.5 REFRESHMENTS (Aca&Gen)**

All employees are to receive free tea, coffee, milk and sugar for rest periods taken in accordance with clause 3.1.3, providing that in any situation where it is impracticable to supply the ingredients an allowance of \$79.64 per annum or \$2.04 per week effective 10 January 2022, shall be paid in lieu thereof.

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

6.6.1 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 two hours time off in lieu or payment of two hours at ordinary time rate for each night or any part thereof.
- (b) On-call Saturday, Sunday, Public Holidays or University 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 or University 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.

6.6.2 Where a voluntary system of on-call duty operates for off duty hours and the employee is not required to restrict their 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.

6.6.3 Where an employee is required by the Employer to be rostered on-call and is required to have a telephone in their private residence for on-call purposes, the full monthly line rental and the full monthly telephone rental shall be reimbursed. Except that this payment shall not be made where the Employer supplies a cellular phone for on-call purposes.

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

6.7.1 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.

6.7.2 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.

6.7.3 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.

6.7.4 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.

6.7.5 When an employee is promoted to a position that they have 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.

6.7.6 The period for which a Higher Duties Allowance is paid will not normally exceed 13 months.

## **Part 7: Ngā Momo Whakatā: 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. For the purposes of annual leave, a "week" of leave for an employee is based on their ordinary working week.
- 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 four weeks 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, Matariki, 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 is required to 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 People and Culture 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 People and Culture 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 kōhatu (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 re-employed by Massey 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 7.9.7 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.
- to support personal wellbeing.

## 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 MĀORI 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 of their whānau, hapū or iwi, or is attending in support of their whānau, hapū or iwi, at the Māori 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 whānau, hapū 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 Ministry of Justice 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 parent/s during a child's first year of life. It may also be used by adoptive parent/s of a child under six years of age during the first year the child becomes part of the adoptive family. A Parental Leave Fact Sheet explaining your Parental Leave entitlements and a Parental Leave Application Form is available from the Staff Intranet. For further information regarding Parental Leave, contact the People and Culture Section, your union, or the Employment New Zealand (part of the Ministry of Business, Innovation and Employment).*

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 21 days' notice of their intention to return to duty.

7.14.2 In accordance with the Parental Leave and Employment Protection Act 1987 and its amendments, adoption is deemed to incorporate Whāngai (Māori customary practice where a child is raised by someone other than their birth parents). Appropriate evidence will be required to support any such application.

7.14.3 Employees are eligible for both the benefits under this Agreement and the benefits under the Government legislation.

7.14.4 For those employees with less than one year's service with the Employer or since the employee's return from their last period of parental leave from the University, unpaid leave of up to 26 weeks may be granted. Special or partner's leave are additional leave entitlements as provided under the Parental Leave and Employment Protection Act 1987 and its subsequent amendments.

7.14.5 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.)

7.14.6 **Staff benefit** - Where an employee is entitled to extended leave 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 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.
- If the employee takes a period of parental leave of less than six weeks, then only the period of parental leave taken will be on pay.
- 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.

## 7.15 DOMESTIC VIOLENCE LEAVE (Aca&Gen)

7.15.1 The Employer is committed to protecting and supporting employees experiencing family violence or sexual violence.

7.15.2 The Employer may grant an employee who is experiencing family violence or sexual violence paid domestic leave on such terms and conditions as are appropriate. Examples of reasons for taking such leave include the employee attending medical appointments, legal proceedings, and counselling sessions.

- 7.15.3 Requests for leave under this provision can also be made by employees who are supporting a child, partner, family member or other person who is dependent on the employee, to attend medical or hospital appointments, accompany them to court, or to look after children.
- 7.15.4 Leave and other support granted under this provision is inclusive of any subsequent legislative developments.

## **Part 8: Tikanga ā-Mahi: Restructuring/Redundancy Provisions**

### **8.1 INTENT OF PROVISIONS (Aca&Gen)**

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

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

### **8.2 PRIOR COMMUNICATION WITH UNION**

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

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

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

### **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 the employee's Union (or other authorised representative) if the employee so wishes, on which of the following options may apply, and how it will be applied. The aim of this consultation is to endeavour to reach agreement.

### **8.5.1 PROTECTION OF EMPLOYEES AFFECTED BY THE TRANSFER OF BUSINESS (Aca&Gen)**

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

### **8.5.2 MANAGED ATTRITION (Aca&Gen)**

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

### **8.5.3 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; and
- (b) The salary and the full time equivalency (FTE) for the new position is the same; and
- (c) The new position has terms and conditions of employment (including career prospects) which are no less favourable;

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

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

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

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

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

8.5.4.6 Where the employee accepts the offer of a reconfirmation on transfer, assistance with transfer, and the employee would incur extra travel costs as a result, 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 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 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 the following applies:

(a) Where the full time equivalency (FTE) of the new job is the same, or greater than, the FTE of the employees' old job at the time of redeployment, but is at a lower salary, an equalisation allowance will be paid to preserve the salary at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways:

- (i) An ongoing allowance for the next two years equivalent to the difference between the present salary and the new salary. This allowance is abated by any subsequent salary increases; or
- (ii) A lump sum to make up for the loss of average earnings for the next two years; this is not abated by any subsequent salary increase. If the employee resigns within the two year period the employee will be required to repay this amount on a pro-rata basis.

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

(b) Where the new job has a FTE which is less than the FTE of the old job at time of redeployment, the Employee will receive a severance payment (calculated in accordance with clause 8.6.5.4 on a pro-rata basis) for the difference in the FTE between the new job and the old job. The other options at clause 8.6.5 will not apply. Where the new part time job is also at a lower salary, the employee will also receive an equalisation allowance on a pro-rata basis to preserve the salary at the rate paid in the old job at the time of redeployment. The salary can be preserved in the ways outlined at sub clause 8.5.5.3(a)(i) and (ii) above.

(c) Where the new position incurs agreed extra travelling costs, the parties will agree on the amount of reimbursement for a period of up to 12 months.

(d) Where the new job is at a location outside the city boundaries of the employee's current workplace, and the employee would incur extra travelling costs, assistance with transfer expenses shall be provided in accordance with the transfer provisions contained in Appendix B.

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

8.5.5.5 When an employee is redeployed the employee may, within the first six months in the new position, 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)**

- 8.6.1 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.

- 8.6.2 Notwithstanding clause 8.6.1 where there are genuine operational reasons for consideration of this option, the Employer, after consultation with the employee, may place the employee on special paid leave at any time during the notice period.

### **8.6.3 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.

### **8.6.4 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.

### **8.6.5 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:

#### **8.6.5.1 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).

#### **8.6.5.2 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 employee's provisions will apply.

#### **8.6.5.3 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.

#### **8.6.5.4 Redundancy (Aca&Gen)**

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

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

Except that the redundancy compensation entitlement for:

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

## Part 9: Ngā Ritenga Noa: General Provisions

### 9.1 HEALTH AND SAFETY (ACA&GEN)

- 9.1.1 The Employer will take all reasonably practicable steps to provide a safe and healthy workplace, in accordance with the Health and Safety at Work Act 2015 (HSWA). The University's Health and Safety Policy, Procedures and Risk Standards are as set out on the Policy and Procedure Library.
- 9.1.2 Employees are required by the HSWA to take all reasonably 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 risks in their workplace, and if necessary, participate in incident investigations.

#### Reporting Work Related Accidents and Incidents (Aca & Gen)

- 9.1.4 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.

In addition, all employees are required to report to their supervisor as soon as possible, any incident, including pain or discomfort, which could have caused or may result in injury or illness at work.

All work related accidents and incidents must be notified to the University using either the electronic Health and Safety system form or incident form.

- 9.1.5 Where identified as a control measure for a specific hazard through a risk assessment, suitable personal protective equipment (PPE) shall be provided by the Employer and the employee instructed in their use. PPE is defined as being those items that are worn or used by a worker to provide protection from a hazard due to their nature of their work, when other control measures can't adequately eliminate or minimise the risk of exposure or consequence. They are defined by the type of activity or hazard, the existing controls and the residual risk level that exists.

Grounds employees will be supplied with a range of appropriate clothing and footwear suitable to their work. 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 at work shall be financially reimbursed for the damage.

#### Personal Protective equipment

Employees shall be under an obligation to undertake required safety training, follow safety instructions, and to make use of PPE provided by the Employer.

The following provisions will continue to apply until the formal University approval, following appropriate consultation, of University Critical Risk Standards which will replace existing policies and procedures on these matters and reflect up-to-date practice:

- 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 previously 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 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 Fire and Emergency New Zealand.

## **9.2 EYE GLASSES (ACA&GEN)**

An employee who is engaged in computer/VDU duties or undertaking fine detail/precision work for at least half of a full-time position shall be entitled to a contribution to the supplier of up to a maximum of \$100 towards an eye test 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 eye glasses are required for the normal viewing distance of a computer/VDU, or undertaking fine detail/precision work, then the Employer will pay a maximum contribution to the supplier of:

- a. \$130 towards the cost of prescription lenses. Alternatively, the Employer may meet the cost of contact lenses up to a maximum of \$130.
- b. \$150 towards eye glasses frames with the exception of employees who wear eyeglasses already, who shall only have the cost of the test and lenses met by the Employer.

All additional costs are to be met by the employee.

## **9.3 SUPERANNUATION (ACA&GEN)**

- 9.3.1 University employees are eligible to belong to UniSaver New Zealand in accordance with the requirements of the Scheme.
- 9.3.2 Where the employee is a contributor to the Government Superannuation Fund your 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 your negligence
- (c) all prescribed safety measures were observed.

## **Part 10: Tikanga ki ngā Nawe: 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 Policy Guide.

### **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 their 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: SCHEDULE OF SIGNATORIES**

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

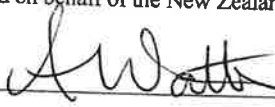
Signed on behalf of Massey University

 \_\_\_\_\_ Date: 25/11/2021

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

 \_\_\_\_\_ Date: 22/11/21

Signed on behalf of the New Zealand Public Service Association

 \_\_\_\_\_ Date: 18/11/21

Signed on behalf of E tū

 \_\_\_\_\_ Date: 22/11/21

Signed on behalf of the Tertiary Institutes Allied Staff Association

 \_\_\_\_\_ Date: 22/11/2021

## APPENDIX A — University Workloads Policy & Procedures

### University Workloads Policy

#### **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 and those of the University as a whole.

It is recognised that individual staff at any one time are at different stages of their careers, have different career and/or research objectives, and contribute to the University in a variety of ways. The application of this policy should be based on consultation with staff and take account of these factors along with the needs of the department, including financial directions, staff and student profiles, and development needs. Special consideration should be given to new and early career staff.

#### **Definitions:**

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

**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 timeframes 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 the hazards which could cause 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, and Services.

**Transparent:** means the mechanism for the allocation of workload is clear and open to scrutiny, and that for academic staff information on the average and range of workloads in the department is available, and for professional services staff that they can compare their workload with staff in the same or similar occupational class in their department.

#### **Policy Requirements:**

The Pro Vice-Chancellors and Deputy Vice-Chancellors/Provost will ensure that mechanisms for the allocation of workloads are implemented in the departments of the Colleges and Services for which they are responsible. Following consultation with affected staff the heads of departments in the Colleges and Services will ensure that staff members are allocated workloads through an appropriate mechanism that is comprehensive and transparent.

For academic staff, the mix of research, teaching and academic citizenship may vary between and across schools/institutes/ Colleges and for individual academic staff, recognising that a wide variety of proportions of these academic duties may be agreed and changed from time to time over the course of a career. Indicative parameters, within which an individual academic’s workload allocation would generally be allocated, are set out in the procedures document.

In terms of workload allocation:

The head of a department/school is responsible for:

- Discussing with staff workload allocation within the school, the setting of work priorities and strategic goals;
- Ensuring that, as part of the annual allocation of workloads, the person responsible for a staff member’s PDP 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;
- Consulting with staff in respect of the allocation of duties;
- Monitoring changes in workload and ongoing evaluation of the impact of workload;
- Taking all reasonable attempts to reach agreement with staff on their workload;
- Making the workload allocation and mechanism available to staff.

The staff member is responsible for:

- Working effectively within their allocation and working towards individual and department/university goals;
- Participating in discussions concerning workloads with the aim of reaching a common understanding of the issues;
- Reporting any workload difficulties and variations to their manager.

The allocation of work to Māori staff must recognise, and take account of, the specific skills and expertise which these members of staff apply to their place of employment and their community. This recognition should also include the diverse obligations of iwi, hapū and whanau 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 and involvement and participation in formal ceremonies as required by tikanga Māori and include time required to deliver, participate in and/or support wānanga as an integral part of Massey academic programme.

The workload allocation mechanisms used by the department will be ratified by the relevant senior manager (Pro Vice-Chancellor, Deputy Vice-Chancellor, or their nominee) 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 Office of the respective Pro Vice-Chancellor or Deputy Vice-Chancellor/Provost.

The mechanism for allocating workloads should be reviewed from time to time and will be reviewed at least once every three years and, where necessary, amended. The workload allocation arrangements should be generally understood and supported by the majority of staff within the school/institute through consultation with the staff. The workload mechanism and basis for allocation must be available for perusal by any member of staff in the department.

Any review should take account of the balance, distribution and priorities associated within an area's workload, taking into account previous years' experience, strategic goals and anticipated resources for the period the workload mechanism will apply.

These elements of the review will be checked by the relevant line manager after consultation with staff.

**Audience:**

All University staff

**Relevant legislation:**

Health and Safety at Work Act 2015

**Legal compliance:**

None

**Related procedures / documents:**

- University Workloads Procedures
- Allocation of Workloads Disputes Procedures (Appendix 1)
- Summer School Guidelines
- Academic Staff Promotions Guidelines and Criteria
- Health and Safety Policy

**Document Management Control:**

Prepared by: Deputy Vice-Chancellor People and Culture

Authorised by: The University Senior Leadership Team

Consultation and Approval: Consultation with the Combined Unions and Approved by the Vice-Chancellor and Senior Leadership Team

Date issued: July 2015

Last review: January 2021

Next review: January 2026

## **University Workloads Procedures**

**Purpose:**

To outline the procedures and factors relevant in the allocation of workload to staff at Massey University. The University anticipates a range of work profiles will be identified within the available allocation model.

**Procedures for the Allocation of Workloads:**

Workload allocation will be carried out annually and in consultation with staff. The manager and staff member will endeavour to reach agreement. Individual work allocation will be in accordance with the appropriate College/Department workload mechanism.

The allocation of work and any changes to that allocation shall reflect the strategy of the University, the needs of the department, the demands of the work, and the staff member's strengths, capabilities, responsibilities and development plans. Individual circumstances will also be considered in the work allocation process.

Where the staff member and their manager are unable to reach agreement on the allocation of work or any changes to that allocation, the manager shall decide the workload, provided that the staff member shall be entitled to seek a review of that decision using the Workload Dispute Procedure (Appendix 1).

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, hapū and whanau 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, and involvement and participation in formal ceremonies as required by tikanga Māori and include time required to deliver, participate in and/or support wānanga as integral part of a Massey academic programme.

Information about the workload allocation for each member of staff will be held on file in the department so that it can be used as a source of information for promotion applications, if required. The department will maintain information on average and range of workloads in the department. The workload mechanism and basis for allocation must be available for perusal by any member of staff in the department.

On behalf of the Vice-Chancellor as the employer, senior managers will use best endeavours to ensure that the mechanisms used by departments for allocating workloads promote the wellbeing and safety of staff and meet the needs of departments and the University.

### Academic Workload

Allocation shall take account of the following factors/principles and will generally be set having regard to the parameters set out in the Table below, recognising that those proportions may vary by agreement between the manager and the staff member. These are guidelines only and it is for the manager and staff member to discuss the appropriate percentage variation of any one factor within the role taking account of the staff member's job description and other factors pertinent to the role and workload allocation.

For academic staff, the mix of research, teaching and academic citizenship may vary between and across schools/institutes/Colleges and for individual academic staff, recognising that a wide variety of proportions of these academic duties may be agreed and changed from time to time over the course of a career. The percentages are based around a notional annual number of hours being 1687.5. This reflects the realities and practicalities of staff needed to take sick leave or their full year's entitlement to annual holidays. This figure is used for administrative ease in allocating workload recognizing the flexible nature of academic work and the flexibility of managing workload on an individual basis. The maximum and minimums are guideline percentages only and may vary following individual discussion.

<b>Role focus</b>	<b>Research</b>	<b>Teaching</b>	<b>Academic citizenship</b>
Research/Enterprise and Teaching/Supervision	15% minimum	15% minimum	5% minimum
Research intensive	95% maximum	Not required to assign a weighting but may do so if relevant, with a maximum of 15%	5% minimum
Teaching Scholar	20% maximum	70% maximum	10% maximum
Clinical professional	10% maximum	90% maximum	10% maximum
Tutors and Senior Tutors	N/A	95% maximum	5% minimum

There is an underlying assumption that each department will have adequate controls on teaching and academic citizenship, to enable adequate time for research.

New initiatives or changes in academic processes should be fairly and properly considered in relation to the impact (if any) on academic workload.

#### Teaching and Supervision:

1. Staff should teach within areas in which they have ongoing research activity and/or recognised expertise.
2. Staff would normally participate in a variety of teaching such as lectures, tutorials, online teaching etc in each semester and/or year.
3. Academic staff who do not have research intensive appointments should expect to contribute to the department teaching commitments across the academic year. The Summer School Guidelines shall continue to apply.
4. Any variation to teaching and supervision would be the result of agreement with the manager to have a heavier or lighter proportion of workloads in other areas such as research/enterprise, academic citizenship or clinical and professional practice, depending on the particular circumstances of the staff member and the needs of the school, institute or college.
5. It is expected that periods of high teaching loads within semesters (including Summer Schools) will balance with periods of lower teaching loads outside of semester commitments, however teaching workloads during teaching weeks of the year should not normally exceed the hours of a normal working week.
6. An individual's teaching allocation should be discussed and negotiated with the relevant person/s in the school or institute.
7. Where a staff member takes a leadership role in the delivery of high-quality learning this may be recognised in the workload allocation.
8. If a leadership role is accounted for in terms of teaching it will not count for academic citizenship.
9. Supervision of students may be allocated as part of teaching workload or, if this significantly supports their own research outputs, then as part of research and enterprise.
10. Teaching-only roles e.g. tutor and senior tutor should be accounted for within a model.
11. Teaching Scholar roles should be accounted for within a model, recognising that these are limited roles across the whole University recognising that these roles also undertake a level of research or scholarship.

#### Research and Enterprise:

1. All academic staff, exception of teaching-only appointments eg tutor/senior tutor, are expected to be research active.
1. Research activities will vary depending on the discipline and the faculty. In some cases, student supervision, research student supervision that involves writing a paper, lab work etc can be research or in other cases can be teaching in terms of workload.
2. Research expectations may be relevant in assessing and reviewing research workload allocation but research performance should not be confused with research workload. Research under-performance is dealt with as a separate process.
3. It is recognised that staff engaged in significant enterprise activities are also normally expected to contribute to research but the workload allocation will take account of the enterprise activity.
4. Short-course teaching and consultancy undertaken within allocated workload can count for Research and Enterprise contribution.

#### Academic Citizenship:<sup>1</sup>

1. All academic staff are expected to engage actively in the activities of the school, institute, University, the person's relevant profession, and the wider community. This academic citizenship should demonstrate a direct benefit to the school, institute or University.
2. Some citizenship activities may be counted as teaching and some citizenship work is given teaching relief. Whether citizenship is allocated in teaching or citizenship, it should not be counted twice.
3. The manager should consider what proportion of the academic citizenship as may be agreed as part of the mix of duties, may be used for personal activities which may enable the staff member to meet appropriate requirements for promotion. However, there would still need to be some citizenship allocated to the school, institute or University.
4. Administrative activities directly associated with teaching and research should not be included within the citizenship allocation.
5. Recognition of the contribution of Māori to iwi, hāpu and community interests or in supporting University obligations under the Tiriti o Waitangi should be included as academic citizenship.

#### Clinical Practice:

1. It is recognised that staff undertaking clinical practice mainly work in clinics but may also undertake service and undertake some teaching; they supervise students and contribute to the running of clinics. Their workload allocation should reflect their main responsibility in undertaking clinical practice.

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<sup>1</sup> Academic Citizenship in this context does not include private practice or personal community service.



Private work:

Any private work undertaken within any permissions allowed by University policy or guideline from time to time in force, which is over-workload and for which the staff member is remunerated from non-Massey sources, shall not count for the purposes of research, teaching, enterprise or academic citizenship.

**Audience:**

All University staff

**Relevant legislation:**

Health and Safety at Work Act 2015

**Legal compliance:**

None

**Related Procedures / documents:**

- University Workloads Policy
- Allocation of Workloads Disputes Procedures (Appendix 1)
- Summer School Guidelines
- Academic Staff Promotions Criteria and Guidelines
- Health, Safety and Wellbeing Policy

**Document Management Control:**

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Authorised by: Vice-Chancellor

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**Appendix 1: 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 or a change to the workload allocation to an individual staff member, the following procedures applies.

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 and the Health and Safety at work Act 2015. 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.

To ensure the speedy resolution of differences, these procedures should be initiated with 14 days of the notification of the difference.

**Step 1 – Resolution Between the Parties**

In the first instance the employee should raise concerns with their manager with the intention that the manager and employee will attempt to resolve their differences by direct resolution, including as deemed appropriate using a facilitated process to support the manager and employee to agree a sustainable solution to the issue. The manager will provide reasons for the allocation and discuss how consistent it is with the workload model and the equitable distribution of the workload with the unit or area. The employee may request in writing a worksheet comparing the employee's workload allocation in percentage time with other staff.

If the employee genuinely believes on reasonable grounds that their health and safety is, or is reasonably likely to be impaired by the workload issues they are concerned about, the employee may use the University's Incident and Hazard Reporting System in MasseySAFE to raise their concern and the matter will be subject to the usual incident investigation process, which is a no-blame process. Following any such process, the findings and any recommendations will be referred to the manager and employee to inform their joint resolution of the issues.

### **Step 2 – Review**

If the matter remains unresolved, it will be referred to the relevant Pro Vice-Chancellor of the College, Deputy Vice-Chancellor/Provost 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 employee concerned. Both the decision and the reasons for it will be communicated in writing to the parties to the dispute.

### **Step 3 – Mediation and Resolution Procedures**

Where the employee remains dissatisfied with the outcome of their workload allocation the matter may be referred to mediation. Mediation may be provided by the Massey Dispute Resolution service, the Ministry of Business Innovation and Employment, or by a private mediator.

Mediation is voluntary and the parties will mutually agree the mediator. Any resolution reached is mutually agreed between the parties. In limited circumstances mediators with the Ministry of Business Innovation and Employment (MBIE) have statutory authority to make a final and binding decision if requested by the parties. This must be agreed to in advance of the mediation.

If mediation of a workload dispute is unsuccessful and the matter remains unresolved the matter may be referred through the normal processes available under the Employment Relations Act 2000 by way of a personal grievance or dispute.

### **Interim Situation**

(NOTE: THE REASON FOR THIS IS TO PROTECT THE OPERATION OF THE UNIVERSITY, THE HEALTH, SAFETY AND WELLBEING OF THE EMPLOYEE, AND THE INTERESTS OF THE STUDENT STAKEHOLDERS UNTIL THE DIFFERENCE IS RESOLVED.)

In the case of a difference arising between an employee and their manager in relation to the allocation of work or a change to that allocation, the workload as specified by the manager shall operate as if no difference existed until the matter is resolved through the procedures outlined above unless the manager is able to reassign the contested workload pending resolution and without undue disruption to staff and students.

In exceptional circumstances where there are genuine concerns on reasonable grounds for health or safety of the employee, an interim situation may include an adjustment to the workload while the matter is subject to the appropriate process.

## 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.
- People and Culture 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, People and Culture 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 People and Culture 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 People and Culture 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.

#### **▪ MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT MEDIATION SERVICE**

The Ministry of Business, Innovation and Employment 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 Government Department Contacts section of the Public Telephone Directory under “M”.

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

If the Ministry of Business, Innovation and Employment Mediation Service is 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.