



Massey University

CENTRE FOR EDUCATIONAL DEVELOPMENT

**PROFESSIONAL INDIVIDUAL
EMPLOYMENT AGREEMENT**

CONTENTS

PART 1 - Parties

1.1	Parties to Agreement	1
1.2	Variation of Agreement	1
1.3	Definitions	1
1.4	Other Rules, Regulations and Policies	1

PART 2 - Terms of Appointment

2.1	Appointments	2
2.2	Equal Employment Opportunities	2

PART 3 - Terms of Employment

3.1	Duties and Responsibilities	3
3.2	Hours of Work	3
3.3	Contribution Towards Professional Development	3
3.4	Eligibility for Fee Concession for Massey University Study	4
3.5	Approved Massey University Study for Eligible Staff	4
3.6	Study at Other Institutions.....	5
3.7	Other Professional Development	5
3.8	Salary	5
3.9	Service Increment	7
3.10	Allowances and Expenses	7
3.11	Motor Vehicle Expenses	8
3.12	Notice of Termination	8
3.13	Morning and Afternoon Tea	8

PART 4 - Leave

4.1	Public and University Holidays	9
4.2	Annual Leave (All Other Employees)	9
4.3	Sick Leave (Employees on Unpaid Leave from A Teaching Position)	10
4.4	Sick Leave (All Other Employees)	10
4.5	Discretionary Leave	11
4.6	Parental Leave	11
4.7	Bereavement Leave/Tangihanga Leave for Death in New Zealand or Overseas	12
4.8	Retirement Leave for staff who took up Duties Prior to 1 January 2000	13

PART 5 - General Conditions

5.1	Health and Safety	14
5.2	Personal Files	14
5.3	Superannuation	14

PART 6 - Surplus Staffing

6.1	Consultation	15
6.2	Intent	15
6.3	Definition	15
6.4	Notification	15
6.5	Options	15
6.6	Conditions Applying to Options	16
6.7	Rights of Employees Declared Surplus	17
6.8	Severance	17
6.9	Protection of employees affected by transfer of business	18

PART 7- Grievance and Disciplinary Procedures

7.1	Resolution of Employment Problems	19
7.2	Disciplinary Procedures	19

APPENDIX A: Clause 4.9

Retirement Leave Entitlement	21
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APPENDIX B: Clause 6.8

Severance for Advisory and Reading Recovery Staff who took up Duties Prior to 1 January 2000	22
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APPENDIX C: Clause 7.1.2

Services for Resolution of Employment Relationship Problems.....	24
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PART 1: Parties

1.1. Parties to Agreement

The Parties to this Agreement are:

- (a) The Vice-Chancellor of Massey University, or his/her nominee, herein referred to as “your employer” and
- (b) _____(Name of employee)
- (c) This agreement shall supersede all previous employment contracts, and employment agreements between you and your employer.

1.2 Variation of Agreement

The provisions of this Agreement may be varied at any time by written agreement between the parties. You have the right to be represented in any discussions for a variation by a representative of your choice. Prior to discussions a written notification of the proposed variation shall be sent to you and/or your representative. You may authorise your representative to reach agreement and sign on your behalf once a decision has been reached.

1.3 Definitions

- (a) “Employer” means the Vice-Chancellor of Massey University.
- (b) “College” means Massey University College of Education.
- (c) "Centre" means the Massey University Centre for Educational Development

1.4 Other Rules, Regulations and Policies

- 1.4.1 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 Agreement they are binding on you and your employer.
- 1.4.2 Your Employer will consult you on changes to the rules, regulations, policies or procedures relevant to the terms and conditions of this Agreement.
- 1.4.3 The process for consultation shall be meaningful and shall include:
 - Sufficient time for consultation (at least one uninterrupted month)
 - Consideration of all submissions
 - Response to submissions, and final policy outcome will be disseminated to you.
- 1.4.4 Should any discrepancies occur between the provisions of this Agreement and any general University regulations, in particular those set out in the Guide to Policies, Procedures and Regulations covering the terms and conditions of employment referred to in this Agreement, then the provisions of this document shall take precedence.

PART 2: Terms of Appointment

2.1 Appointments

2.1.1 If you are employed on fixed term basis of one year or less, you may be offered an extension of employment where the project or task you were employed to undertake is extended.

2.1.2 Appointments to a position may be:
(a) full-time; or
(b) part-time; or
(c) shared;
as determined for the position by your employer.

2.1.3 Advertising of Positions

Your employer will advertise vacant positions nationally and/or locally as appropriate and in accordance with the provisions of the State Sector Act 1988.

2.1.4 Part-time Employees

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

2.1.5 Job Sharing

- (a) On the joint application of two employees, job sharing of a position may be considered by your employer on a case-by-case basis, on terms and conditions to be agreed between the parties at the time.
- (b) Salaries and other contractual entitlements shall be on a pro-rata basis accordingly. Your dates for eligibility for service entitlements shall be unaffected by the implementation of a job sharing arrangement

2.1.6 Representation on Appointment Committees

When determining the composition of a selection committee, consideration will be given by your employer to including a staff representative as a committee member.

2.2 Equal Employment Opportunities

2.2.1 The parties to this Agreement recognise and accept current legislation regarding equality of employment opportunity regardless of race, religion, gender, age, marital status, disability or sexual orientation.

2.2.2 The parties are committed to the principle of implementations of equality of employment opportunity. All terms and conditions of employment are to be implemented on that basis and in particular noting the requirements of Sections 77A and 77D of the State Sector Act 1988.

PART 3: Terms of Employment

3.1 Duties and Responsibilities

3.1.1 You shall:

- (a) Promote and protect the interests of the University.
- (b) Carry out the terms of your job description.

3.1.2 As soon as practicable after you commence employment, and usually within four weeks, your employer shall meet with you as part of your induction to clarify duties and expectations, and determine work plans. Unless otherwise agreed by yourself and your employer, a performance appraisal will be carried out before June 30 of each year. Except for the timing, the appraisal will be carried out in accordance with the University's Performance Review and Planning ("PRP") process as represented by specific Centre for Educational Development (CED) procedures. In preparing and amending the annual work plan you and your manager shall have regard to:

- i) the duties required of you
- ii) leave entitlements
- iii) the desire of both parties to maintain an equitable, reasonable and safe workload

3.2 Hours of Work

If you are an Adviser the hours of duty shall be on average 37 ½ hours per week, worked on an agreed flexible time system.

3.3 Contribution towards Professional Development

3.3.1 Your employer may make a minimum financial contribution of \$600 per annum towards the costs of undertaking professional development if you are a full time employee on steps 1 to 6 of the Advisers salary scale (excluding enrolment in study as described in clauses 3.4 and 3.5)

Your employer may make a minimum financial contribution of \$850 per annum towards the costs of undertaking professional development if you are a full time employee on steps 7 and 8 of the Advisers salary scale and steps 9 and 10 of the Team Leaders salary scale (excluding enrolment in study as described in clauses 3.4 and 3.5).

If you are employed on a fractional appointment, you may be eligible on a pro-rata basis.

3.3.2 If you are employed on steps 1 to 6 of the Advisers salary scale you are entitled to five days per year for professional development.

If you are employed on steps 7 and 8 of the Advisers scale and steps 9 and 10 of the Team Leaders scale you are entitled to ten days per year for professional development.

Your employer may, at its discretion, consider granting further time for professional development to you following a written request from you which includes the reasons for seeking extra time for professional development.

3.4 Eligibility for Fee Concession for Massey University Study

3.4.1 If you are undertaking approved Massey study you may have tuition fees for such study paid for by your employer provided that you:

- 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; and
- Have made satisfactory progress in any previous semesters when the Employer has met tuition fees.

3.4.2 If you are an eligible employee on a fractional appointment undertaking approved Massey University study, tuition fees for such study may be met by your employer. Such fees would be met on a pro-rata basis.

3.4.3 If you leave the employment of your employer during a semester for which you have been granted a fees concession, you may be required to meet the cost of fees for the semester.

3.4.4 The extent of your employer's financial support for you if you wish to enrol for block courses or any full fee paying courses, such as the MBA, will normally be limited to the cost of tuition for internal or extramural papers of equivalent point value.

3.4.5 Notwithstanding clause 3.4.1, you may have normal enrolment fee, students' association and student counseling fees applicable to Massey University students waived.

3.4.6 You are required to comply with the regulations relating to enrolment and registration.

3.5 Approved Massey University Study for Eligible Staff

3.5.1 Your employer may meet the costs of tuition for up to three relevant internal or extramural undergraduate papers, or one relevant graduate paper, which equates to a maximum of 45 credits in total in any one year if you enrol for a course of study in the University and which is relevant to your work, and has been approved by your employer. Your employer may consider meeting the costs of tuition fees in excess of 45 credits where the study is of particular relevance to your duties and

where the additional study can be accommodated without detriment to your paid duties.

3.6 Study at Other Institutions

- 3.6.1 Your manager may agree to meet some or all of the tuition costs to enable you 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 you could complete a programme of study already commenced at another institution. The granting of such tuition costs each year shall be subject to your satisfactory progress in work and studies.

3.7 Other Professional Development

- 3.7.1 Provisions for study leave and financial support for the payment of fees or associated costs for other external courses, including conferences, are at the discretion of your employer in accordance with clause 3.3.
- 3.7.2 You may, at your employer's discretion, participate in research and other activities that are directly relevant to upgrading, maintaining and disseminating your knowledge and expertise in the specialist area for which you are employed within the Centre.
- 3.7.3 If your appointment is for two years or longer, you would be expected to make appropriate contributions to research and development towards effective professional development and school support services within the performance of your duties and may, with mutual agreement, affiliate with the appropriate academic department of the College.
- 3.7.4 You may also be employed on a part-time basis, with a concurrent reduction in your full-time appointment with the Centre and funded by a budget authority from outside the Centre contracts, in an academic department of the College to teach and supervise students in a programme relevant to their professional expertise and experiences. If you are teaching in an academic programme you will affiliate with the appropriate academic department of the College.

3.8 Salary

- 3.8.1 If you are employed for a term of more than 12 months, there will be an annual salary review. Progression through salary scales shall be annually by satisfactory performance as assessed during the annual appraisal process.
- 3.8.2 If you are a Director, Team Leader or Coordinator then in addition to current salary, for carrying out the extra responsibilities of Director, Team Leader or Coordinator, you will be entitled to an annual allowance. The value of the annual allowance will be up to \$3,650 with effect from 21 June 2007, up to \$3,800 with effect from 21 June 2008 and up to \$4,000 with effect from 21 June 2009.

If you carry out these responsibilities on a permanent basis, the allowance will be incorporated into your annual salary from the date of commencement in the permanent roles.

3.8.3 If you are covered by this Agreement you shall be paid no less than the rates set out in clause 3.8 of this Agreement for the position in which you are employed.

3.8.4 Salary shall be paid fortnightly by direct credit. In the event of a direct credit not being able to be actioned, the amount due to you will be paid direct to you by cheque.

3.8.5 Your employer shall provide a written advice of the gross pay and deductions made each time your gross pay or any deduction is altered.

3.8.6 Salary Scale (Effective from 2 July 2007)

	Effective 1 July 2007	Effective 2 July 2007	Effective 21 June 2008	Effective 21 June 2009
Advisers Scale				
Step 1	\$57,048	\$58,343	\$60,677	\$63,104
Step 2	\$58,829	\$60,164	\$62,571	\$65,074
Step 3	\$60,611	\$61,987	\$64,466	\$67,045
Step 4	\$62,392 (industry indexed)	\$63,808 (industry indexed)	\$66,360 (industry indexed)	\$69,014 (industry indexed)
Step 5	\$64,269	\$65,728	\$68,357	\$71,091
Step 6	\$65,956	\$67,453	\$70,151	\$72,957
Step 7	\$67,738	\$69,276	\$72,047	\$74,929
Step 8	\$69,519	\$71,097	\$73,941	\$76,899
Team Leader Scale				
Step 9	\$73,020	\$74,678	\$77,665	\$80,772
Step 10	\$76,618	\$78,357	\$81,491	\$84,751

- Step 4 of the salary scale in clause 3.8.6 is currently index linked to the top step of the Primary, Secondary and Early Childhood teachers' scales. Subsequent percentage movement to this index linked step shall be applied to each step of the salary scale in clause 3.8.8, subject to the consideration of affordability.
- The additional steps above the Bar are inclusive of any allowances.
- The additional steps above the Bar are only available to the permanent staff in the Team Leader and Co-ordinators (primary & secondary) positions. Movement to the additional steps will be considered through the salary review process and will be dependent on satisfactory performance and achievement of the performance criteria for the position.
- The maximum of the scale for all other staff will be at the Bar.

3.9 Service Increment

If you are a permanent employee who received a service increment of \$1,544 per annum at the time of signing this Agreement, you shall maintain that entitlement while you remain in the position.

3.10 Allowances and Expenses

3.10.1 Higher Duties Allowance

If you relieve in a position at a higher level, you shall be paid for the period concerned an allowance representing the difference between your salary and the rate that would be payable if you were appointed to the position, subject to such conditions as your employer may approve.

3.10.2 Transfer Expenses for Current Employees

If you are a current employee who is transferred to a position in a different housing district at the request of your employer or if you transfer in the course of promotion within their College, you may be provided assistance with transfer expenses on the basis that you should not suffer loss in respect of actual and reasonable expenses incurred as a result of the transfer.

3.10.3 Authorised Travelling on University Business in New Zealand

The provisions of clause 3.10.3 shall not apply to you when undertaking fieldwork.

You may be required to travel on authorised University business.

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

A) Periods of Less than 24 Hours

Where you leave and return to your place of work on the same day your employer may approve payment of actual and reasonable expenses above the day-to-day work related expenses.

Where the period is less than 24 hours but is overnight, either actual and reasonable expenses or an incidentals allowance of \$7.80 are payable but not the travelling expenses in Clause 3.10.3 B).

B) Periods in Excess of 24 Hours

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

(i) **Accommodation:** Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of original receipts.

(ii) **Living Costs (including meals):** For each 24-hour period a living cost of \$67.00 will be paid. For each further period of 12 hours up through to 24 hours, a living allowance of \$33.50 will be paid.

(iii) **Staying Privately:** If you are staying privately you may be paid a living allowance of \$87.50 for each complete absence of 24 hours. This includes accommodation expenses. No payment will be made for periods of less than 24 hours.

(iv) The allowances/expenses described in clause 3.10.3(A) are not payable if reimbursement is paid for under clause 3.10.3(B).

3.10.4 Meal Allowance

A meal allowance of \$20.00 shall be payable on such terms as your employer may approve when by reason of attention to official duties, your return to headquarters is at least 1 1/2 hours after the normal hours of duty.

3.11 Motor Vehicle Expenses

3.11.1 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. Where the use of a private vehicle for official business has been approved, you shall be paid a motor vehicle allowance in accordance with rates specified by the Inland Revenue Department at the time this Agreement came into force.

3.11.2 Where a private vehicle is used and the cost of a suitable and available rental car would have been less, you will be reimbursed at the economy rental car rate plus \$12.50 per 100 km petrol reimbursement.

3.11.3 The motor vehicle allowance includes an element to cover insurance therefore insurance on private motor vehicles is your responsibility. However, your employer will cover the cost of any insurance excess, up to a maximum of \$400, which you may have to pay in the event of an accident while using your own vehicle on official University business.

3.12 Notice of Termination

One month's notice of termination of employment shall be given by either party, but this may be varied by mutual agreement. If you are engaged for a term of limited tenure of less than 12 months, two weeks' notice of termination shall be given by either party.

Provided that in the case of misconduct your employer may dismiss you with one week's notice, or without notice in case of serious misconduct.

3.13 Morning and Afternoon Tea

You are entitled to a mid-morning and a mid-afternoon break. Free morning and afternoon tea shall be provided by your employer.

PART 4: Leave

4.1 Public and University Holidays

- 4.1.1 The Holidays Act 2003 came into force on 1 April 2004. You are advised that information about this new Act is available from the Department of Labor at www.ers.govt.nz
- 4.1.2 The following Public Holidays shall be allowed in accordance with the Holidays Act 1981 and its amendments: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day and Anniversary Day or another day in lieu thereof to be mutually agreed upon.
- 4.1.3 In accordance with the Holidays Act 2003, if you are required, with prior approval of your employer, to work on any part of a public holiday, your employer will pay you at least the portion of your relevant daily pay that relates to the time actually worked on the day plus half that amount again. If the public holiday falls on a day that would otherwise be a working day for you, you will also be entitled to another day's holiday (an alternative holiday).
- 4.1.4 Your employer has prescribed as University Holidays, Easter Tuesday and the first three days after Boxing Day which are not a Saturday, Sunday or Public Holiday.

4.2 Annual Leave (All Other Employees)

- 4.2.1 Annual holidays shall be paid in accordance with the Holidays Act 2003 and its amendments.
- 4.2.2 Leave year shall be 1 February to 31 January.
- 4.2.3 You shall be granted five weeks' annual leave each year.
- 4.2.4 Wherever possible, annual leave shall be taken in the year in which it falls due. Employees should take the remainder of their leave within 12 months of becoming entitled unless prior arrangements have been agreed upon between the employee and Employer.
- 4.2.5 You may, at the discretion of your employer, anticipate one year's annual leave entitlement subject to refund on resignation if necessary.
- 4.2.6 Accident leave or sick leave shall not reduce your annual leave entitlement.
- 4.2.7 Annual leave entitlements will be on a pro-rata basis if you work less than full-time or a full-year.

4.3 Sick Leave (If you are on Unpaid Leave from a Teaching Position)

- 4.3.1 Teaching service eligibility and conditions for sick leave entitlement will be transferred for the period of employment with the University if on leave without pay from a teaching position for this employment. Should you during the term of your employment with your employer cease to be on leave without pay from a teaching position you will advise your employer accordingly, prior to requesting sick leave.
- 4.3.2 Your employer may request a medical certificate for any claim of more than 5 days. You should notify absence due to illness or injury to your employer 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 where your employer considers it appropriate.
- 4.3.3 These sick leave provisions apply equally where you are required to attend to the your spouse who is sick or injured, or a person who depends on you for care is sick or injured..
- (i) Leave shall be offset against your own sick leave entitlement.
 - (ii) You shall ensure that notice is given to your employer as soon as practicable on the first day of absence.

4.4 Sick Leave (All Other Employees)

- 4.4.1 The purpose of sick leave is to enable you to continue to be paid when by reason of illness or injury, you are prevented from attending to your normal duties. It is to be administered fairly by management and utilised responsibly by you.
- 4.4.2 These sick leave provisions apply equally where you are required to attend to your spouse who is sick or injured or a person who depends on you for care is sick or injured.
- 4.4.3 You are entitled to sick leave on pay on an “as and when required” basis, subject to the following provisions:
- (i) Where it is considered that your performance may be impaired by a possible medical condition, your employer may require you to undergo an examination by a registered medical practitioner. Your employer reserves the right to require a specialist medical practitioner’s examination and report in specific cases. Should you be found unfit to perform your full duties you may be placed on sick leave in accordance with clause 4.5. The cost of the medical examination will be met by your employer.
 - (ii) You should notify absence due to illness or injury to your employer 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 where your employer considers it appropriate.

- (iii) If you are in receipt of weekly compensation (as defined in the Injury Prevention, Rehabilitation and Compensation Act 2001). Sick leave on pay shall be based on the difference between the compensation received and your normal salary.
- (iv) Where long term absence or impairment due to illness or injury is involved and it seems unlikely that you will be able to resume full duties within a reasonable period, your employer may, after consultation with the appropriate Human Resources staff and you and/or your representative, give consideration to your retirement 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.
- (v) When sickness occurs during annual or long service leave, your employer will permit the period of sickness to be recorded as sick leave provided a medical certificate is produced.

4.5 Discretionary Leave

Your employer may grant you 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 on compassionate grounds, and jury service.

4.6 Parental Leave

4.6.1 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. You 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 certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- A Parental Leave Fact sheet explaining your Parental Leave entitlements and a Parental Leave Application form is available from the Human Resources Section of the Massey Website, or from the Human Resources Section office. For further information regarding Parental Leave contact the Human Resources Section, your union, or the Employment Relations Service (a division of the Department of Labor)

4.6.2 Additional entitlement and eligibility

4.6.2.1 Adoption is deemed to incorporate the Tamaiti Whaangai procedure (adoption under Maori customary law). Appropriate evidence will be required to support any such application.

- 4.6.2.2 If you have less than one year's service with your employer or since your return from your last period of parental leave from the University, unpaid leave of up to 26 weeks may be granted. Special or paternity leave are additional leave entitlements.
- 4.6.2.3 If you are returning from a period of extended parental leave, you may wish to work reduced hours for a period or take up a part-time position within the University. (Your employer will have regard to the University's equal employment opportunities policy when exercising decision-making powers in relation to such applications.)
- 4.6.2.4 If you are entitled to Extended Parental Leave of 12 months in accordance with the Parental Leave and Employment Protection Act 1987 and its subsequent amendments, the first six weeks of their parental leave will be on pay. Provided that:
- If both male and female partners are employed in the same university and are eligible for the payment, then they are entitled to one and only one payment, and they may choose (after they have qualified) who will receive it.
 - Any payment is to be based on the percentage rate of employment prior to absence on parental leave. However, an employee who works less than full normal hours for a short period only, prior to her confinement, may have her case for full payment considered by the Employer.

***EXPLANATORY NOTE:** The Parental leave and Employment Protection Act 1987 and its subsequent amendments provides for paid and unpaid leave entitlements which may be shared by both parents during a child's first year of life. It may also be used by adoptive parents of a child under five years of age during the first year of the child's life with the adoptive family. For further information on the provisions of the Act contact the Human Resources Section, your union, or the Employment Relations Service (a division of the Department of Labour).*

4.7 Bereavement/Tangihanga Leave for Death in New Zealand or Overseas

- 4.7.1 Your employer shall approve bereavement leave on pay for you to discharge any obligation and/or to pay respects to a deceased person with whom you 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). The length of time off including travelling time shall be at the discretion of your employer.

NOTE: The unveiling of the headstone and the kawē mate forms part of the Tangihanga.

- 4.7.2 If a bereavement occurs while you are absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement granted in terms of clause 4.8.1 above. This provision will not apply if you are on leave without pay.

4.8 Retirement Leave for Staff who took up duties prior to 1 January 2000

- 4.8.1 Upon retirement you may be granted retiring leave in accordance with the table in Appendix A.
- 4.8.2 Retiring leave provisions (as per Appendix A) apply to you if you are a full-time or part-time employee who is retiring. If you are a part-time employee, your leave will be calculated on a pro-rata basis.
- 4.8.3 “Service” for the purposes of retirement leave shall be continuous service as an adviser. “Service does not include any period of employment as a Reading Recovery Tutor, before the date of signing this Agreement or service as an adviser with teaching conditions.
- 4.8.4 Approved leave without pay from these positions does not affect service and does not add to the length of service.
- 4.8.5 If you are not otherwise eligible and your services are dispensed with through no fault of your own, before reaching retirement age, your employer may grant retiring leave on full pay as follows:

Qualification Required	Retiring Leave (working days)
Completion of 15 years’ service	65 days
Completion of 10 and under 15 years’ service	44 days
Completion of 5 and under 10 years’ service	22 days

- 4.8.6 Instead of granting retirement leave under any of the clauses above, your employer may, on application from yourself, pay a lump sum equivalent in value to that leave.
- 4.8.7 On the death of an employee, the Employer may approve a cash grant in lieu of retiring leave to the partner or dependents of the deceased employee.
- 4.8.8 If you have more than 20 years’ continuous service, or are eligible to retire on the grounds of age or service, you shall be entitled to anticipate retiring leave.

PART 5: General Conditions

5.1 Health and Safety

- 5.1.1 Health and safety is the responsibility of both you and your employer. Your employer will take all practicable steps to provide a safe and healthy workplace, in accordance with the Health and Safety in Employment Amendment Act 2002. In order to maintain a safe working environment, you are to report any hazards identified in the work place, to your employer as soon as possible. Where necessary suitable protective clothing and equipment shall be provided by your employer and shall remain the property of your employer.
- 5.1.2 The parties agree in principle that responsibility for pre-exposure immunisation for you rests with your employer who should accept responsibility for safety in the workplace, advised as necessary by the Ministry of Health. In all situations where a risk of infection exists, it shall be the duty of your employer to require safe working practices on your part and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.
- 5.1.3 In all situations where a risk of being infected by the hepatitis B virus exists, it shall be the duty of your employer to require safe working practices on your part and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

5.2 Personal Files

You shall have access to your personal files in accordance with the provisions of the Official Information Act 1982, and it is noted that the provisions of the Privacy Act 1993 shall also apply.

5.3 Superannuation

- 5.3.1 If you are a Facilitator who at 1 January 2000 belonged to the New Zealand Universities Superannuation Scheme and received Employer Contributions at that date, you shall continue to receive such contributions in accordance with the requirements of the Scheme.
- 5.3.2 If you are a contributor to the Government Superannuation Fund your employer will continue to operate in accordance with the Scheme.

PART 6: Surplus Staffing

6.1 Consultation

6.1.1 In accordance with the principles contained within these clauses, you will be consulted prior to the commencement of any reviews of the whole, or part of the College's organisational structure of functions, which may result in significant changes to either the structure, staffing or work practices affecting you .

6.1.2 You will be entitled to be represented during the consultation process.

6.2 Intent

Your employer recognizes the serious consequences that the loss of employment can have on you and seeks to minimize those consequences by means of these provisions. These provisions apply to you if for all intents and purposes have an ongoing expectation of employment. They will not apply to you if you have reached the expiration of an appointment with limited tenure.

6.3 Definition

A surplus staffing situation exists when, as a result of the process described in 6.1 above, your employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade (i.e., the terms of appointment to their present position), then the options in clause 6.5 below shall apply.

6.4 Notification

Where a surplus staffing situation in terms of clause 6.3 arises your employer shall advise you not less than three months prior to the date by which you, as a surplus staff member are to be discharged. This date may be varied by agreement between you and your employer.

6.5 Options

The following are the options to be applied in staff surplus situations:

- (a) attrition,
- (b) reconfirmation,
- (c) redeployment,
- (d) enhanced early retirement,
- (e) retraining,
- (f) severance.

The aim will be to minimise the use of severance. Where the other options are inappropriate to discharge the surplus, the option of severance will be made available. If you are offered a position within the College which is directly comparable to your existing position, which does not require a change in residential location, and you decline the appointment you will not have access to severance.

6.6 Conditions Applying to Options

- (a) **Attrition** - Attrition means that as employees leave their positions because they retire, resign, transfer are promoted or die then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.
- (b) **Reconfirmation** - Reconfirmation means that where a position is to be transferred into a new structure or agency, or there is a position available in an existing agency, you may be placed in that transferred position. The criteria for reconfirmation shall be as follows:
 - (i) The duties in the transferred position are the same (or very nearly the same) as the duties you currently undertake.
 - (ii) The salary for the transferred position is the same.
 - (iii) The transferred position has terms and conditions of employment which are no less favourable for you.
 - (iv) The geographical location of the new position is the same (note: this need not mean the same building).
 - (v) Selection of the employee to retain the position shall be on the basis of the person best suited to the position, in your employer's opinion, provided that appointments are made from the pool of affected employees. Your employer will endeavour to take into account your wishes.
- (c) **Redeployment** – You may be redeployed to a new position at the same or lower salary within the College. The following conditions will apply:
 - (i) Where the new position is at a lower salary, an equalisation allowance will be paid to preserve your salary at the rate paid in the old job at the time of redeployment.

The salary can be preserved in the following ways:

 - (a) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (b) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (This is abated by any subsequent salary increases);
 - (ii) Where the new job is at a location outside the local area, you shall be entitled to removal expenses as per clause 3.10.2 of this Agreement.
- (d) **Enhanced early retirement** may be made available at the discretion of your employer at any time to eligible employees not declared surplus if they are replaced by a surplus employee seeking redeployment or reassignment.

The total amount paid to employees under this provision shall not exceed the total salary [as defined in Appendix B clause 1(i)] the employee would have received between their actual retirement and reaching the normal expected age of retirement.

- (e) **Retraining** – Your employer may offer you the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance your prospects of re-employment. The total cost to your employer, including any costs other than salary in respect of the training which may be paid by your employer, shall not normally exceed the value of the severance payment you would be entitled to. Where you are to be re-employed within the College, the cost to your employer may be an amount up to and not exceeding 38 weeks' salary or the value of the severance payment you would be entitled to, whichever is the greater.

6.7 Rights of Employees Declared Surplus

- (a) **Time off to attend interviews**
Your employer shall give you reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the College being met.
- (b) **References**
Your employer shall supply to all surplus employees a letter of reference.
- (c) **Counselling**
Counselling for you and your family may be made available as necessary.
- (d) **Employees on Leave**
If you are on maternity leave, absence due to extended illness, Accident Compensation, approved special leave without pay or secondment, and are declared surplus, you shall be covered by the terms of this agreement.

6.8 Severance

- 6.8.1 If you commenced employment after 1 January 2000 and your employment is terminated by your employer as a result of any decision to restructure, redundancy compensation shall be payable to you in accordance with the following formula:
 - a) a total of six weeks salary after the completion of two years of employment;
 - b) one week's salary for each additional six months of employment up to a maximum of 26 weeks.
- 6.8.2 Redundancy compensation payable to staff who took up duties prior to 1 January 2000 shall be as per the provisions contained in Appendix B.
- 6.8.3 "Service" for the purposes of this Clause is continuous service with the Massey University College of Education.

6.9 Protection of employees affected by transfer of business

- 6.9.1 The purpose of this clause is to protect you from being disadvantaged if your work is to be contracted out, or if your employer's business or part of it is to be transferred or sold. In a redundancy situation arising out of these circumstances, this clause applies in place of all of part 6 (six).
- 6.9.2 If you are covered by Schedule 1A of the Employment Relations Act 2000, you are entitled to the protections set out in section 69A to 69J of that Act.
- 6.9.3 If you are not covered by Schedule 1A of the Employment Relations Act 2000, you are entitled to the protections set out in the following provisions.
- 6.9.4 If your employer proposes to sell or transfer of all or part of their business (including an agreement to contract out part of the business), and if that sale or transfer would result in your position being made redundant, your employer will:
- (a) Advise you of its proposal, including details of the positions likely to be affected; and
 - (b) consult with you. You will be entitled to be represented during the consultation process; and
 - (c) to the extent practicable, request that the person acquiring the business (the "new employer")
 - (i) offer you employment on terms and conditions that are the same as your existing terms and conditions of employment; and
 - (ii) agree to treat your service as continuous
- 6.9.5 Your employer will endeavour to ensure that you are advised of the new employer's response and the terms of any offers as soon as is practicable.
- 6.9.6 Your employer will consult you on any proposed transfer process.
- 6.9.7 The Parties acknowledge that the new employer may offer employment to you on terms of its choosing.
- 6.9.8 If the new employer does not wish to employ you, or if you do not wish to accept an offer from the new employer, your employer will be bound by the options set out in this agreement for dealing with surplus staffing situations.
- 6.9.9 Where your employment (including an employee covered by schedule 1A of the Employment Relations Act 2000) is terminated by your employer due to the sale or transfer by your employer of the whole or part of your employers business (including by way of contracting out), you will not be entitled to compensation for redundancy if the new employer has:
- (a) offered you employment on terms and conditions that are the same or similar to your existing terms and conditions of employment; and
 - (b) agreed to treat your service as continuous.

PART 7: Grievance and Disciplinary Procedures

7.1 Resolution of Employment Relation problems

7.1.1 General Principles

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.

7.1.2 Description of Services Available

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.

7.1.3 Harassment Procedures

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

7.2 Disciplinary Procedures

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.

7.2.1 Unsatisfactory Performance

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

7.2.1.2 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.

7.2.2 Misconduct

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 7.2.

7.2.3 **Investigation and Warning Procedure**

Where an unsatisfactory performance continues without improvement being shown, 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.

7.2.3.1 **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.

7.2.4 **Serious Misconduct**

7.2.4.1 **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.

7.2.4.2 **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.

APPENDIX A: ref Clause 4.9

Retirement Leave Entitlement in Working Days

Years of Service	Months of Service						
	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 to 25	65	65	65	65	65	65	
25	65	66	66	67	68	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 or more	131						

APPENDIX B: ref Clause 6.8

- 1 **Severance for Advisory and Reading Recovery Staff who took up duties prior to 1 January 2000 shall be as per the following provisions.**
- (i) For the purposes of these provisions, salary is defined as taxable salary, plus regular taxable allowances paid on a continuous basis.
 - (ii) (a) “Service” for the purposes of clause 1 Appendix B and for employees last appointed by their present Employer on or since 1 October 1989 means continuous service as an adviser, reading recovery tutor, or new settlers co-coordinator.

(b) “Service” for the purposes of this sub-clause and for employee’s appointed before 1 October 1989 means continuous service as an adviser, reading recovery tutor or new settlers co-coordinator employed by the education boards, a College of Education or the University of Waikato, the Department of Education, and continuous service with one or more of the following services:
 - Continuous teaching service in the education service within a state primary, secondary or area school;
 - Continuous service as a teacher employed by the Employer or as a teacher employed in public service institutions;
 - Continuous service as a teacher in the Cook Islands, Western Samoa or Niue or under any scheme of co-operation with the Government of Fiji or the government of Tonga;
 - Continuous service as a teacher in an integrated school provided that the teacher was employed at or after the date of integration.
 - (iii) All service recognised under clause 1 Appendix B excludes any service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any state sector Employer.
 - (iv) “Continuous service” for the purposes of clause 1 Appendix B above includes all periods of paid leave and would not be broken by, but would not include all periods of maternity/parental leave, all other approved leave without pay and all breaks of not more than one month.

(v) Payment will be made in accordance with the following table:

Years of Continuous Service	Core Service Weeks	Total Weeks Payment
Up to 2 years	6	6
2 - 2.5 years	6	7
2.5 - 3 years	6	8
3 - 3.5 years	6	9
3.5 - 4 years	6	10
4 - 4.5 years	6	11
4.5 - 5 years	6	12
5 - 5.5 years	6	13
5.5 - 6 years	6	14
6 - 6.5 years	6	15
6.5 - 7 years	6	16
7 - 7.5 years	6	17
7.5 - 8 years	6	18
8 - 8.5 years	6	19
8.5 - 9 years	6	20
9 - 9.5 years	6	21
9.5 - 10 years	6	22
10 - 10.5 years	6	23
10.5 - 11 years	6	24
11 - 11.5 years	6	25
11.5 - 12 years	6	26
12 - 12.5 years	6	27
12.5 - 13 years	6	28
13 - 13.5 years	6	29
13.5 - 14 years	6	30
14 - 14.5 years	6	31
14.5 - 15 years	6	32
15 - 15.5 years	6	33
15.5 - 16 years	6	34
16 - 16.5 years	6	35
16.5 - 17 years	6	36
17 - 17.5 years	6	37
17.5 - 18 years	6	38
18 - 18.5 years	6	39
18.5 - 19 years	6	40
19 - 19.5 years	6	41
19.5 - 20 years	6	42
20 - 20.5 years	6	43
20.5 - 21 years	6	44
21 - 21.5 years	6	45
21.5 - 22 years	6	46
22 - 22.5 years	6	47
22.5 - 23 years	6	48
23 - 23.5 years	6	49
23.5 - 24 years	6	50
24 years and over	6	50

Outstanding annual leave shall be separately calculated.

APPENDIX C: Services for Resolution of Employment Relationship Problems: ref Clause 7.1.2

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 could inform their manager. You could also choose to have your representative approach your manager or their manager on your behalf.

▪ MASSEY UNIVERSITY MEDIATION SERVICE

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

▪ DEPARTMENT OF LABOUR MEDIATION SERVICE

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

▪ EMPLOYMENT RELATIONS AUTHORITY

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

▪ HUMAN RIGHTS COMMISSION (ALTERNATIVE PROCESS)

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