

MASSEY UNIVERSITY AT WELLINGTON LECTURERS'



COLLECTIVE AGREEMENT

ASSOCIATION OF STAFF IN TERTIARY EDUCATION
EFFECTIVE 01 JUNE 2008 TO 31 MAY 2009

WHITE AGREEMENT

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PART 1 COVERAGE OF AGREEMENT

1. COVERAGE

1.1 Application of the Agreement

- (a) This Collective Agreement is made under the Employment Relations Act 2000 and shall be known as the Massey University at Wellington Collective Agreement (hereinafter the "CA"). This Agreement applies to lecturers as specified in Part 2 (hereinafter the "employees"). This CA shall be binding on:
 - (i) The Vice Chancellor of Massey University (hereinafter the "employer");
 - (ii) ASTE Te Hau Takitini o Aotearoa; ("union") and from 01 January 2009 the union party will be the New Zealand Tertiary Education Union Te Hautū Kahurangi o Aotearoa.
- (b) The employer agrees to offer new casual employees as defined in Part 2 the opportunity in the first instance to be added as a party to this CA.
- (c) The employer agrees to recognise ASTE as the bargaining agent for those employees who have so authorised ASTE.

1.2 Statement of Purpose

The parties pledge their best endeavours to the educational needs of the students of Massey University and agree to operate this CA in the spirit of the current Charter.

1.3 Variation of the Agreement

With respect to Section 54 (3) (a) (iv) of the Employment Relations Act 2000 the parties agree that this Agreement may be varied during its term by agreement in writing by the parties.

1.4 Term of the Agreement

This Collective Agreement takes effect from 01 June 2008 and expires on 31 May 2009.

PART 2 INTERPRETATION AND GENERAL DEFINITIONS

2. INTERPRETATIONS

- 2.1 Academic Year** means the period from the commencement of Semester 1 to the end of Summer School.
- 2.2 Clinical teaching** means off-campus health science teaching involving patient care.
- 2.3 Duty** refers to the time when an employee may be required by the employer to be at the university or at another location.
- 2.4 Employer** means the Vice Chancellor of Massey University.

- 2.5 Lecturer** means any person:
- (a) employed in a teaching position or;
 - (b) employed in a position defined as a non-teaching academic position.
- 2.6 Casual Employee** (previously known as part-time and/or limited tenure) shall mean those employees employed either fulltime or proportionally, or on an hourly as needed basis for a period of less than 4 weeks for each separate engagement without any commitment from either party as to an on-going relationship.
- 2.7 Non-teaching Lecturer** means any academic staff member employed in a non-teaching position.
- 2.8 University** means the Massey University, including its main campus and all its off campus sites.
- 2.9 Proportional** means an employee employed to undertake a specified fraction of the work of a full time employee.
- 2.10 Research** is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to qualifications and includes specified institutional policy.
- 2.11 Research Conditions** except where specifically stated [see clauses 6.1(a)(v) and 8.6(a)(ii)] all the conditions of this Agreement shall apply to lecturers who have agreed to accept research conditions.
- 2.12 Semester** – see Massey calendar
- 2.13 Service** for
- (a) Lecturers appointed on or after 25 October 1994 will have their previous current continuous service in other tertiary institutions credited as follows:
 - (i) up to a maximum of three years to be recognised as equivalent to current continuous (Wellington Polytechnic) Massey University service;
 - (ii) up to a further two years of additional current continuous service on evidence of the completion of a recognised teaching qualification. The 12 week TTU programme shall be so recognised;
 - (iii) any other relevant service as may be agreed between the employer and employee;
 - (iv) service as a teacher or educator in an operation which has been absorbed into the polytechnic or university service is counted as service for the purposes of subclause (b) below.
 - (b) Lecturers appointed prior to 25 October 1994 shall have the meaning as specified in Schedule A.

- (c) "Continuous service" includes all periods of paid leave and parental leave and would not be broken by, but would not include all periods of:
 - (i) approved leave without pay
 - (ii) breaks of not more than three months between employment within the tertiary service.
- (d) Continuous proportional service shall be aggregated as fulltime equivalent service on a pro-rata basis.
- (e) Continuous part-time service may be aggregated as fulltime equivalent service on a pro rata basis.

2.14 Teaching Day means any duty day on which teaching is timetabled to occur.

2.15 Tenure means employment on an ongoing basis.

2.16 Tertiary Institution means any institution (or its overseas equivalent) as defined in the Education Amendment Act 1990.

2.17 Timetabled teaching hour in relation to any employee means a period of one hour spent in class instruction and/or includes any hour of timetabled learning activity for a class for which the lecturer is responsible.

2.18 Untenured means engagement for an unspecified period of time with no undertaking for, or expectation of, continuing employment.

PART 3 APPOINTMENTS

3. APPOINTMENTS

3.1 Categories of Appointment

3.1.1 Casual lecturers as defined in clause 2.6 may be appointed according to the categories set out in subclauses 3.1.2 - 3.1.3.

- 3.1.2 (a)
 - (i) fulltime for a period of less than 4 weeks.
 - (ii) proportional, for not less than 0.3 and not more than 0.8 of a fulltime position, for a period of less than 4 weeks.
 - (iii) On an hourly as needed basis.

(b) Casual appointments made under the conditions below subclauses (b) (i) - (b) (iv) will not as such imply any expectation of ongoing employment. These conditions should be read in conjunction with clause 11.2:

- (i) to fill a vacancy occasioned by the resignation, retirement or death of a tenured lecturer pending the advertisement and subsequent appointment of a replacement lecturer;
- (ii) to relieve for a tenured lecturer on approved leave;
- (iii) to trial new courses;

- (iv) to undertake specific and finite projects or tasks for a period not exceeding 4 weeks.

3.1.3 (a) On a casual basis as follows:

- (i) for periods of less than six weeks at any one engagement; or
- (ii) longer than six weeks when employed for hours which are not more than 0.5 of full time in terms of clause 6.1 of this Collective Agreement.

An employee who exceeds these maxima on an irregular basis only may continue to be classified as casual (Refer also to clause 4.5 of this CA).

- (b) Policies relating to conditions for casual lecturers shall be developed in accordance with Schedule D.

3.2 Equal Opportunities

- (a) 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.
- (b) The employer shall appoint staff in accordance with an equal employment opportunities programme. For the purposes of this CA an equal employment opportunities programme means a programme that is aimed at the identification and elimination of all aspects of policies and procedures and other institutional barriers that cause or perpetuate, or tend to cause or perpetuate, inequality in respect of the employment of any persons or group of persons on the basis of their gender, ethical belief, political opinion, race, colour, ethnic or national origin, sexual orientation, marital status, family responsibilities, religion, disability or age. The employer in making an appointment shall give preference to the person best suited for the position.
- (c) The employer shall notify the local branch of ASTE when intending to review the equal employment opportunities programme.
- (d) ASTE shall be involved in the process of reviewing, implementing and monitoring the equal employment opportunities programme.

3.3 Resignation/Termination of Employment

- (a) Employees appointed to a tenured position shall give at least two months' written notice of resignation or such shorter time as agreed between the employer and employee. Failure to give notice forfeits any salary payment beyond the last day of duty. This provision shall not apply in the event of a surplus staffing situation when the provisions of Part 11 shall apply.
- (b) Employment on a casual basis may be terminated with one weeks' written notice by either party.

- (c) Nothing in this clause shall remove from the employer her/his obligation to observe the principles set out in clause 3.4 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.
- (d) Notwithstanding the above any employee may be peremptorily dismissed for serious misconduct.

3.4 Disciplinary Procedures

- (a) Principles to be observed

In any disciplinary action the following principles shall be observed:

- (i) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond;
- (ii) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer;
- (iii) The response of the employee must be considered before a decision is made;
- (iv) The employee must be advised of any improvement required, given reasonable opportunity and assistance to change, and advised of the consequences if the problem continues;
- (v) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen;
- (vi) The employee must be advised by the employer of her/his right to request ASTE assistance, and/or representation at any stage.

- (b) Suspension

Nothing in this clause prevents the suspension with or without pay, temporary placement on other duties, or dismissal without notice, in the case of serious misconduct. Where an employee has been suspended and the allegation is subsequently found to be without substance, the employee must be entitled to resume the position from which she/he was suspended and be reimbursed for any loss of pay.

PART 4 CAREER PROGRESSION AND REMUNERATION

4. CAREER PROGRESSION AND REMUNERATION

4.1 Statement of Intent

The following provisions recognise the need for lecturers to develop as professional teaching practitioners and the desirability of integrating professional development and remuneration with the acquisition and application of professional practice skills and attributes.

4.2 Salary Rates

Lecturers covered by this Agreement shall be paid the rates set out in Schedule B of this Agreement for the duties for which they are engaged.

4.3 Starting Salaries

The employer shall apply a policy in respect of the determination of starting salaries for all employees covered by the CA. Such policy shall be reviewed periodically in consultation with the local Branch of ASTE.

4.4 Proportional Lecturers

Salary shall be paid on a proportional basis which will be arrived at by the following calculation:

Fulltime salary rate x the predetermined proportion of a fulltime position as specified in the position description and confirmed in the letter of appointment.

4.5 Casual Lecturers

- (a) Casual lecturers shall be paid rates set out in Schedule B of this CA for every hour of work for which they have been employed, provided that when an hour of work consists of timetabled teaching there shall be an agreed amount of additional paid work credited which shall not be less than 0.2 of an hour for each timetabled teaching hour.
- (b) In determining the amount of additional paid work to be credited for each timetabled teaching hour, the employer shall maintain an equitable workload which reflects that of lecturers undertaking the same or similar teaching duties.
- (c) A policy to determine the loadings shall be developed, monitored and reviewed in accordance with Schedule D.

4.6 Increments

Subject to clauses 4.7 and 4.8 of this Part, a lecturer shall on completion of each year of service on a step of a grade be paid a salary for the next higher step of the lecturer grade until the maximum increment step for that grade is reached.

4.7 Double Increments

- (a) A double increment may be approved by the employer in recognition of the need to provide for:
 - (i) Recognition of meritorious professional performance;
 - (ii) Equitable salary relativities within the University;
 - (iii) Retention.
- (b) The new increment date is from the effective date of the double increment.

4.8 Withholding of Increments

The employer may decline to pay an increment in salary to any employee whose work for the previous year has, in the opinion of the employer, been unsatisfactory. The employer shall notify the employee concerned of the decision and the reasons for it.

4.9 Movement between SL1 and SL2

The criteria for promotion from SL1 to SL2 are the same as apply to promotion from lecturer to senior lecturer in the Massey University Collective Agreement. These are contained in the Academic Promotions handbook which is available from the Human Resources webpage each year during the promotions period. The procedures for the Academic Promotions Round are detailed in the Promotions Booklet and staff should refer to this document.

4.10 Movement within the Ranges of Rates L, SL1 and SL2

Movement in the ranges of rates in all three scales will be by automatic annual salary review and subject to satisfactory performance. The annual increase will be \$800 if an increase is awarded.

4.11 Assessment of Professional Practice

In movements between grades and for progression within the ranges of rates a lecturer's professional practice will be assessed in accordance with the Massey University Professional Practice Standards. (See Schedule D).

4.12 Market Allowance

A market allowance may be paid on an annual or ongoing basis to reflect the ease or difficulty in retaining specific skills and/or experience for any given position.

4.13 Acting in a Higher Position

- (a) Subject to the provisions of subclauses (b) and (c) of this clause, a lecturer who relieves for:
- (i) another lecturer holding a position for which a special responsibilities allowance is payable; or
 - (ii) a senior staff position
- shall be paid for the period which the lecturer is so relieving at a rate agreed between the employer and the lecturer.
- (b) The lecturer must perform the extra duties and undertake the responsibilities of the higher position for a period of at least five consecutive days.
- (c) Leave periods including special leave shall not be counted as part of, or be deemed to interrupt the qualifying period specified in subclause (b) of this clause if the lecturer continues in the higher position immediately after the period of leave.

- (d) A lecturer appointed to act in a higher position who is being paid additional salary on the day proceeding the first day of any paid leave period will be paid the additional salary during the leave period.

4.14 Higher Salaries

Nothing in this Agreement shall preclude the employer from paying salaries in excess of those prescribed in Schedule B on such terms as may be agreed between the employer and employee.

4.15 Special Responsibilities Allowance

- (a) A lecturer who is required by the employer to undertake special responsibilities, which are over and above that normally expected of a lecturer (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than at the rate of \$1,000 per annum.
- (b) The following conditions shall apply:
 - (i) The granting of the allowance by the employer shall be communicated to the lecturer in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.
 - (ii) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by the employer by giving one month's notice in writing.

4.16 Salary Profile within the University

A profile of salaries paid to all lecturers in terms of this CA is to be made available to ASTE annually. The profile will list salaries paid to lecturers by paid rate, by gender and by length of employment. Other information on salary profiles will not be unreasonably withheld. Where necessary, to protect individual privacy, information may be supplied in such manner as prevents identification of an individual.

4.17 Payment of salary

- (a) Pay periods
 - (i) The salaries of employees shall be paid fortnightly.
 - (ii) The gross salary for the pay period shall be calculated at 14/365ths of the annual salary rate.
 - (iii) Payment shall be made either by cheque drawn on the University's bank and payable at any bank or by lodgement to an employee's current bank account.
 - (iv) Payment for the holiday periods may combine more than one pay period.

(b) Entitlement to Payment

Employees other than casual employees shall be entitled to payment of salary from the day of commencing duty until the day on which duties cease (apart from periods of leave without pay) subject to the following conditions:

- (i) Payment includes all statutory holidays, leave periods and intervening weekends.
- (ii) On resignation or retirement, an employee who completes the normal full working week shall receive payment for the Saturday, Sunday and all statutory holidays immediately following.
- (iii) Annual and discretionary leave due on resignation or retirement shall be payable as follows:
 - An employee who resigns at the end of the University year shall receive payment up to the end of any period of leave due.
 - An employee who resigns during the year shall receive payment in accordance with clause 8.8 of this Agreement.

PART 5 ALLOWANCES, EXPENSES AND GRANTS

5. EMPLOYMENT RELATED EXPENSES

5.1 Allowances Expenses and Grants

Authorised Travelling on University Business in New Zealand. 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.

- (a) Periods of less than 24 hours
 - (i) 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.
 - (ii) Where the period is less than 24 hours but is overnight, either actual and reasonable expenses or an incidentals allowance of \$7.80 is payable but not the travelling expenses in clause 5.1(b) below.
- (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) **Employees Staying Privately:** Employees staying privately may be paid a living allowance of \$87.50 for each complete absence of 24 hours. This includes accommodation expenses. No payment will be made for periods of less than 24 hours.
- (iv) The allowance/expenses described in clause 5.1(a) are not payable if reimbursement is paid for under clause 5.1(b).

5.2 Meal Allowances

When an employee's required hours of duty span two meal breaks the employee shall be paid one meal allowance of \$13.50. The standard meal breaks shall be breakfast, lunch and dinner.

5.3 Tea Allowance

The University shall provide free morning and afternoon tea to employees.

5.4 Motor Vehicle Expenses

- (a) 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, the employee shall be paid a motor vehicle allowance in accordance with rates specified by the Inland Revenue Department at the time this Agreement came into force.
- (b) Where a private vehicle is used and the cost of a suitable and available rental car would have been less, employees will be reimbursed at the economy rental car rate plus \$12.50 per 100km petrol reimbursement.
- (c) 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.
- (d) Traffic Infringement fines are the personal responsibility of the driver. Any fines incurred in a vehicle provided by the University must be met by the employee.

5.5 Transfer Assistance

- (a) 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 kms). The

employer has no obligation to offer, and the employee no obligation to accept, such a transfer.

- (b) Transfer will be by invitation of the employer.
- (c) The payment of transfer costs and grants in aid towards costs applying to each household will be as follows:

Removal expenses of household and personal effects up to the following maxima:

- (i) One person; up to 14 cubic metres.
- (ii) Person with partner and/or dependent family; up to 28 cubic metres

Human Resources shall arrange for its Supplier to organise and carry out the relocation.

- (d) Where the new campus/site destination is more than 100km, Human Resources shall either:
 - (i) Arrange and pay for airfares for the staff member and dependents (if appropriate); or
 - (ii) Where travel is by private vehicle, reimburse the relocatee in accordance with rates specified by IRD, for mileage incurred in travelling between the respective locations. Approval shall be sought from the Human Resources Section in advance.
- (e) The University will pay for two nights motel accommodation only (excluding such things as meals, beverages or toll calls). The University will also pay for half the cost of up to a further five nights accommodation if requested by the relocatee. The additional cost shall be met by the relocatee. Accommodation shall be arranged by the Human Resources Section.
- (f) 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.
- (g) 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).

5.6 Reimbursements

- (a) Reimbursement shall be made in full upon application to the employer according to the following provisions:
 - (i) Professional fees and fees associated with membership of a professional organisation will be paid by the employer where such fees are required in order to undertake the duties of the employee's position.
 - (ii) Reimbursement shall be made to proportional and fulltime lecturers for the cost of annual practising certificates or

registrations, where these are required, either to undertake the work for which the lecturer has been employed, or to maintain membership of a recognised professional association in terms of subclause (a)(i) of this clause.

- (b) Expenses incurred in attendance at courses or conferences or meetings required by the University. Reimbursement shall be for actual and reasonable expenses for travel and the daily travelling allowances set out in clause 5.1 of this CA shall be paid.
- (c) Transport of students because of sickness or other exceptional circumstances.
- (d) Travelling away from the University on University business.
- (e) Loss or damage to personal property or clothing in the course of duty, provided that this is not the result of the employee's negligence or misconduct, and provided that, where appropriate, payment may be less than replacement cost.
- (f) Temporary relocation of employees - In special circumstances eg rebuilding of the University, where the work location of staff is temporarily relocated, employees may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport.
- (g) Expenses incurred in caring for dependents - When an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependents where the situation is such that the employee cannot make alternative arrangements for the care of her/his dependents without incurring extra expenses.

5.7 Compassionate Grant on Death of a Lecturer

- (a) In the event of the death of a lecturer while employed in a tenured position in the University, including employment during any probationary period, there shall, with the approval of the employer, be paid to a near relative of the lecturer, or to some person approved by the employer on behalf of a near relative of the Lecturer, an amount calculated as follows:
 - (i) In the case of a lecturer with 10 years and under 20 years service, a sum equal to one-twelfth of the annual salary computed at the total rate payable to the Lecturer at the time of her/his death;
 - (ii) In the case of a lecturer with 20 years service or more, a sum equal to one-eighth of the annual salary computed at the total rate payable to the Lecturer at the time of her/his death.
- (b) For the purpose of this clause, the term "near relative" means the spouse or partner of the deceased lecturer or any dependent child or children of the deceased lecturer under the age of 18 years, or any other relative dependent upon the lecturer, and the term "service" means service as defined in Part 2 of this Agreement.

5.8 Recognition of Tikanga Māori and Te Reo Māori Skills

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

PART 6 WORKLOAD

6. WORKLOAD

6.1 Workload Principles

The employer is to ensure that employees are allocated a workload that is equitable, reasonable and safe at all times.

In arriving at a safe, equitable and reasonable annual workload all relevant workload factors which may include those listed in Schedule C will be taken into account.

The University will develop a Workload Policy in consultation with ASTE. This policy will acknowledge the importance of developing models for setting workloads that are transparent, equitable, flexible and that promote the well being and safety of staff.

(a) Timetabled Teaching Hours

lecturers shall not be required to undertake timetabled teaching for more than 800 hours or equivalent per year - a full annual workload shall be deemed to be a maximum of 800 timetabled teaching hours (hereinafter TTH) plus attendant duties such as those identified in Schedule C.

Timetabled teaching hours for any lecturer shall be spread over no more than 185 teaching days in any year. Where a staff member is granted leave with pay on a day that was scheduled to be a timetabled teaching day then the maximum number of teaching days in the year for that staff member will be appropriately reduced. When the leave exceeds four timetabled teaching days the reduction will be on a day for day basis.

- (i) For the purposes of this subclause the leave year (clause 8.2) shall be deemed to be broken into two approximately equal semesters;

No lecturer shall undertake more than 430 timetabled teaching hours in any one semester, provided that:

The 430 TTH maximum for any lecturer shall be reduced by 4.5 hours for every day of leave, statutory holidays, or professional development time falling within the semester for that lecturer; and

- (ii) Where approved leave, other than Annual Leave, Discretionary leave or statutory holidays, is taken, the annual TTH maximum shall be reduced as follows:

for a lecturer 4.5 h/d

- (iii) A Lecturer with a Special Responsibilities Allowance

Where a lecturer who is in receipt of a special responsibilities allowance as defined in clause 4.15 has increased workload directly related to the special responsibilities undertaken under that clause, the maximum timetabled teaching hours shall be reduced by an amount determined by the employer and which is consistent with the lecturer's workload being maintained at an equitable and reasonable level.

- (iv) A lecturer who has accepted research conditions will have timetabled teaching spread over no more than 148 teaching days and the lecturer's maximum timetabled teaching will be reduced to 400 TTH annually. A minimum of 20 days per annum will be timetabled for research activities.

(b) Weekly Duty Hours

The parties acknowledge the professional responsibilities of lecturers to discharge the obligations of the position subject to the following:

- (i) No lecturer shall undertake more than 36 hours of duty in any one week at the University or other approved location; and, unless the lecturer consents or any conditions of employment agreed to at the time of their appointment otherwise specify, the lecturer shall not be required to be on duty for more than 34 hours in any one week.
- (ii) A lecturer may be required to undertake duty between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive provided that lecturers may not be required to undertake duty for more than a total of eight hours a week after 5.00 pm on no more than two nights each week.
- (iii) A lecturer may agree to undertake duty at weekends.
- (iv) A lecturer shall not undertake timetabled duty on more than five consecutive days, except where under provision 7.3(a) non duty days are approved for the purpose of professional development.

(c) Daily Duty Hours

- (i) Subject to subclause (ii) of this clause, except for field trips or approved off-campus teaching duties, a lecturer shall be on duty for no more than eight hours in any one day.
- (ii) A lecturer shall take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.

(iii) A lecturer shall not undertake duty within 11 hours of completing duty on the previous day.

(d) Travelling Time to Count Towards Duty Hours

Hours spent travelling from a site on campus to either a site off campus or to another campus or where overnight accommodation is required, may be counted as directed duty hours.

6.2 Proportional Lecturers

(a) The maximum duty hours for a proportional lecturer shall be a predetermined proportion, specified in the position description and confirmed in the letter of appointment, of the maximum duty hours for a fulltime lecturer as specified in subclauses 6.1(b) (i) and 6.1(b) (ii).

(b) The timetabled teaching hour maximum for a proportional lecturer shall be a predetermined proportion of the fulltime maximum as specified in the position description and confirmed in the letter of appointment.

(c) Notwithstanding subclauses (a) and (b) above a proportional lecturer may consent to work as a fulltime lecturer for a proportion of the year not exceeding the predetermined proportion, specified in the position description, of the available duty days; provided that if the lecturer's employment is prematurely terminated payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

6.3 Health Sciences Clinical Teaching Duties

Notwithstanding clause 6.1(c) iii) of this Agreement lecturers engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm in any year.

6.4 Summer School

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

PART 7 TRAINING AND PROFESSIONAL DEVELOPMENT

7. TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 Intent

The following provisions recognise the obligations of lecturers to maintain and enhance their competencies both in their teaching areas and as educators and the responsibility of the employer to ensure that lecturers receive timely and appropriate training and opportunities for professional development.

7.2 Training

Appropriate training opportunities for casual lecturers shall be provided having regard for the number of timetabled teaching hours worked and the length of their employment.

7.3 Professional Development

- (a) Lecturers shall be allocated 10 duty days for professional development activities in each full year for which they are employed reduced on a pro rata basis for periods of employment of less than a full year, subject to:
- (i) the submission by the lecturer of a proposed programme of development activities which accounts for this time or its equivalent;
 - (ii) the approval of the employer for such programmes, but approval shall not be unreasonably withheld;
 - (iii) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to the University's operational requirements.

Lecturers when preparing their proposals will identify their personal professional development needs and take account of the professional development priorities of their school.

- (b) Notwithstanding subclause (a) approved professional development may be taken on a part time or occasional basis. In such cases the lecturer's weekly duty time will be rescheduled to accommodate the professional development. However if a lecturer's duty time cannot be rescheduled to accommodate the approved professional development as well as the lecturer's other duties within the standard weekly duty hours, then those hours in excess of the standard weekly duty hours will be given as time in lieu at some other mutually agreeable time.
- (c) Provided that the requirements of subclause (a) iii) of this clause are met the following activities shall be approved as part of a programme:
- attending staff development or training programmes sponsored or run by the University or ASTE;
 - attending work related conferences and/or work related study;
 - a one or two week block course supporting a lecturer's part-time study programme.
- (d) If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the lecturer may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.
- (e) The employer may allocate a grant-in-aid towards expenses.
- (f) Professional development days may be accumulated with the agreement of the employer.

7.4 Study Provisions

In recognition of staff who have been actively pursuing a programme of study (at Bachelors or Masters level only), this provision is intended to provide an

opportunity for those staff to continue studying and to complete that programme of study.

- (a) The purpose of this provision is to assist those genuinely and actively trying to complete their Bachelors or Masters qualification.
- (b) To retain the entitlements under this provision, study undertaken must be continuous and where papers are undertaken they must be completed.
- (c) Where there is a break in study, entitlement to this provision will cease completely for that individual. However, where it is agreed between the employee and their Head of Department that study is not practicable in a particular year, the employee will not lose their access to this provision provided they have in place an agreed course of future study with their Head of Department which in all the circumstances including availability of papers and work commitments, represents a programme of study which is intended as far as possible to complete the qualification by continuous study.
- (d) This provision will apply only to those staff who are studying at Bachelors or Masters level and have completed papers or are continuing to satisfactorily progress with their thesis at Massey University during 2003 [subject to clause 7.4 (e)]. A list of those to whom this provision can be found at Schedule E of this agreement. Only those named on the list in Schedule E will have access to this provision.
- (e) Any person who has been studying towards their Bachelors or Masters and completed papers in 2002 but is unable to study during 2003 by virtue of clause 7.4(c) must apply to have their name on the employer's list before 31 December 2003.
- (f) This provision will be redundant when the named staff have completed their programme of study.
- (g) The employer may meet the tuition fees for approved internal or extramural study at Massey University, provided the amount of study being undertaken does not impinge upon the staff member's ability to carry out his or her paid duties. Whether and to what extent an employee studies in any given year and any time off granted in pursuit of study will be at the discretion of the employee's Head of Department.
- (h) Tuition fees for eligible employees on fractional appointments would be met on a pro-rata basis.
- (i) For the year in which study is undertaken there will be no entitlement to the Discretionary Leave provided for in clause 8.6. The entitlement to Discretionary Leave shall be reinstated in the year following completion or withdrawal from the programme of study.
- (j) Normal enrolment fee, students' association and student counselling fees applicable to Massey University students may be waived.
- (k) Employees who leave the employment of the employer during a semester or who pull out of any course for which they have been

granted a fees concession may be required to meet the cost of fees for the semester.

- (l) The extent of the employer's financial support for employees wishing to enrol for block courses or any full fee paying courses, such as MBA, will be limited to the cost of tuition for internal or extramural papers of equivalent point value.
- (m) This clause only relates to study toward a Bachelors or Masters degree. There is no entitlement under this provision to undertake study toward a PhD or Diploma.
- (n) All employees are required to comply with the regulations relating to enrolment and registration.

PART 8 LEAVE

8. GENERAL

The Holidays Act 2003 came into force on 1 April 2003. Staff are advised that information about this new Act is available at www.er.govt.nz or from their union.

8.1 Limitations of leave provisions

The following leave provisions do not apply to casual employees and shall be limited as specifically provided in other cases.

8.2 The Leave Year

For the purpose of calculating leave, the leave year shall be 01 February to 31 January.

8.3 Leave of Absence to Count as Days and Half-Days

For any employees in the University, absence for any session (being a morning, afternoon or evening session) in one day shall count as absence for one half-day but absence for two or more sessions in one day shall count as absence for one day.

8.4 Statutory Holidays

- (a) The following days shall be observed as whole holidays, in addition to annual leave and discretionary leave.

- New Year's Day
- The day after New Year's Day
- Christmas Day
- Boxing Day
- Good Friday
- Easter Monday
- Easter Tuesday
- Anzac Day
- The Sovereign's birthday observance
- Waitangi Day
- Wellington Anniversary Day (the nearest Monday to 22 January)
- Labour Day (the fourth Monday in October).

- (b) In accordance with the Holidays Act 2003, if an employee is required, with prior approval of the employer, to work on any part of a Public Holiday, the employer will pay the employee at least the portion of the employees 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 an employee, the employee will also be entitled to another days holiday (an alternative holiday).

8.5 Annual Leave

Employees shall be entitled to take five weeks of annual leave each year.

- (a) Employees are entitled to not less than four weeks of annual leave in one block. Any statutory holidays which fall within that four week block may constitute part of the four week block but will not be forfeit as part of any statutory leave entitlement.
- (b) The remainder shall be taken in periods of not less than one day at a time.
- (c) Within the above constraints the timing of annual leave shall be fixed having regard to the operational requirements of the University, provided that such timing shall not prevent the employee taking the leave entitlement in the current leave year.
- (d) 3 days annual leave will be deducted each year to cover the University Holidays over the Christmas period. (i.e. the first three days after Boxing Day which are not a Saturday, Sunday or Public Holiday.)
- (e) Annual Leave must be applied for and authorised in advance of any leave being taken.

8.6 Discretionary Leave

- (a) Each employee shall be entitled to four weeks per leave year which shall be used at the employee's discretion, and shall not be duty with the following exceptions:
 - (i) Up to three weeks for initial lecturer training as provided in Part 7 of this Collective Agreement;
 - (ii) Lecturers who have accepted research conditions as specified in clause 6.1(a)(v) are not eligible for discretionary leave;
 - (iii) Any employee who is identified by the University's formal review and appraisal procedures as requiring remedial assistance to meet normal performance standards, may be required to use discretionary leave for directed development aimed at improvement in the areas where performance inadequacies have been identified.
- (b) Discretionary leave shall be used in blocks of not less than one week, except that one week with the agreement of the employee and the employer may be taken in single days, and shall be timed having regard to the operational requirements of the University, providing that

such timing shall not prevent the employee taking the leave entitlement in the current leave year.

- (c) There will be no entitlement to discretionary leave in the year in which study is undertaken as per clause 7.4. The entitlement to discretionary leave shall be reinstated in the year following completion or withdrawal from the programme of study.

8.7 Provision and Calculation of Annual and Discretionary Leave

- (a) Each complete week of leave taken shall be recorded as five days' leave. The period commences on the first working day of absence and ends on the last working day of absence.
- (b) Periods of discretionary leave and annual leave may be continuous and wherever practicable each employee shall be provided with a leave timetable by 31 March each year.

8.8 Annual and Discretionary Leave for Employees with Short Service

- (a) Combined leave for employees who have less than 12 months' full service in any one year, as a result of a late start, or an early finish or a period of leave without pay of more than five working days, shall be granted as 0.21 of the period worked, less any leave used during the year.
- (b) Notwithstanding subclause (a) of this clause, where employees are entitled to annual leave only or reduced discretionary leave, and they have less than 12 months' full service in any year as a result of a late start or an early finish or a period of leave without pay of more than five working days, the leave shall be granted on the following basis:

Five weeks leave entitlement = 0.11 of the period worked less any leave taken

Six weeks leave entitlement = 0.14 of the period worked less any leave taken

Seven weeks leave entitlement = 0.16 of the period worked less any leave taken

Eight weeks leave entitlement = 0.18 of the period worked less any leave taken

- (c) Employees with short service shall retain sufficient leave to cover any periods when the University is closed.
- (d) Employees with short service who have not been granted leave since appointment shall be paid in full for the period of any recess between the one year and the next and any other period when the University closes completely, even though the normal entitlement is insufficient to cover these periods.

8.9 Casual Lecturers

Holiday pay for casual lecturers will be paid in accordance with the Holidays Act 2003. Payment for statutory holidays shall be made only if the casual lecturer would have worked the day in question as part of their normal timetable.

8.10 Special Leave without pay

Except as specified elsewhere in this Agreement special leave without pay, not exceeding two years, may be granted to a lecturer by the employer.

8.11 Sick Leave

- (a) (i) An employee who is granted on application leave of absence on account of sickness or injury not arising out of, or in the course of, the lecturer's employment, shall be entitled to sick leave on pay for a period or periods not exceeding a total amount determined in accordance with the scale set out in the following table. The periods of sick leave due at any time shall be the amount specified in the following table, less the total amount of sick leave with pay that the employee has already taken.

Sick Leave Allocation

Minimum Entitlement - An employee who works for the employer for a period of more than six months, or who has service recognised for the purpose of sick leave (as defined in (a) above) which exceeds six months, shall be entitled to five duty days sick leave on full pay on account of sickness or injury, in each ensuing period of 12 months. Unused sick leave under this provision will be accumulated and can be used at a later date, but the next year's entitlement cannot be anticipated.

Additional Entitlement - In addition to the entitlement in subclause (a) above, the following sick leave shall be granted:

Period of Service	Additional days for each period
Up to 3 months	7 days
Over 3 months and up to 6 months	7 days
Over 6 months and up to 9 months	7 days
Over 9 months and up to 5 years	5 days
Over 5 years and up to 10 years	19 days
Over 10 years and up to 20 years	14 days
Over 20 years and up to 30 years	25 days
Over 30 years	22 days

Unused sick leave granted under the above table can be accumulated and used at a later date.

- (ii) Recognised service for staff employed prior to the commencement of this Agreement shall continue to be recognised for the purpose of sick leave entitlement.
- (iii) Any statutory holiday which occurs within an unbroken sick leave period is not counted for purposes of calculating sick leave usage.
- (iv) Any weekend which occurs within an unbroken sick leave period is to be counted for purposes of calculating sick leave usage.
- (v) In exceptional circumstances the employer may grant sick leave with pay in excess of the periods prescribed in the scale set out in subclause (a) above in anticipation of future

entitlements provided that no extension may be granted beyond 306 days.

- (vi) For the purposes of subclause (a) above, disregarded sick leave not exceeding an overall aggregate of two years may be granted by the employer.
 - (vii) Notwithstanding subclause (a) above a limited tenure employee has a sick leave entitlement on the basis of service completed since the last date of tenured or permanent employment.
 - (viii) Sick leave not taken, has no cash value on termination.
 - (ix) When sickness or injury occurs during annual leave the employer may permit the period of incapacity to be debited against sick leave provided a medical certificate is provided.
- (b) See clause 13.2 for transition clause for staff employed prior to 01 July 1994.

8.12 Leave for Sickness in the Home

The employer may grant an employee leave on pay as a charge against a sick leave entitlement when the employee must be absent from work to attend to a member of the household who through illness becomes dependent on the employee. Members of the household may include the employee's family or household. The production of a medical certificate or other evidence of illness may be required.

8.13 Accident Compensation

- (a) Attention is drawn to the Accident Compensation Legislation. The provisions of this Act shall apply.
- (b) Sick Leave Entitlement Arising from Accident Compensation
 - (i) Where the absence is on account of sickness or injury caused by working conditions payment will be made and sick leave disregarded.
 - (ii) Where the absence is on account of a non work accident or illness leave with pay shall be:
 - a charge against sick leave for the first week;
 - and a proportionate charge against sick leave after the first week until the employee's sick leave entitlement has been exhausted. In extenuating/special circumstances additional or disregarded sick leave may be granted.

Sick leave without pay will be granted at the rate of one day a week up to a maximum of 52 weeks where an employee has insufficient sick leave entitlement to cover this period. In extenuating/special circumstances additional leave without pay may be granted.

8.14 Disregarded Sick Leave

Disregarded sick leave is any sick leave on pay which is not debited from the sick leave entitlement. Total disregarded sick leave granted must not exceed an overall aggregate of two years. Sick leave shall be disregarded in the following cases:

- (a) Sickness and/or Accidents Caused by Working Conditions - the provisions of the Accident Compensation Legislation normally apply to absences on account of sickness or accidents caused by working conditions, and so the question of sick leave should not arise. However, where the Accident Rehabilitation and Compensation Insurance Corporation declines to accept liability, the employer may approve the disregarding of sick leave. Sick leave shall be disregarded only when the sickness or accident is directly attributable to the conditions or circumstances under which the employee is working, or when an employee contracts an illness through contact in the course of her/his duties.
- (b) Epidemic Disease - When an epidemic occurs, the sick leave of employees who contract the disease shall be disregarded for the time necessary for the disease to run its normal course.
- (c) Infectious Diseases - When an employee contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending the University, leave will be disregarded for the period covered by the direction. In the case of hepatitis, however, the period of disregarded sick leave is the time that the employee's doctor decides is necessary for the employee to remain away from the University.

8.15 Leave for Family Reasons

An employee may be granted leave for family reasons with or without pay in the following circumstances:

- Serious illness of a family member
- Marriage of a close relative
- Other important family occasions.

This provision shall be administered in a culturally sensitive manner and approval shall not be unreasonably withheld.

Travelling time with pay may be approved.

8.16 Bereavement/Tangihanga Leave

Death in New Zealand or Overseas - Employees shall be granted special bereavement leave on full pay to discharge their obligation and/or 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 Tangihanga, or its equivalent.

If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and

bereavement leave granted as above. This provision will not apply if the employee is on leave without pay.

In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (a) The closeness of the association between the employee and the deceased (Note: This 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;
- (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary;
- (f) If paid special leave is not appropriate then annual leave or leave without pay should be granted, but as a last resort.

8.17 Parental Leave

A Parental Leave Fact sheet explaining your Parental Leave entitlements and a Parental Leave Application form is available from the Human Resources Section of the Massey Website, or from the Human Resources Section office. For further information regarding Parental Leave contact the Human Resources Section, your union, or the Employment Relations Service (a division of the Department of Labour.)

- (a) Except where stated to the contrary in this Agreement, parental leave shall be in accordance with the provisions of the Parental Leave and Employment Act 1987. Employees are reminded that the notice provisions of that Act require that:
 - (i) 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.
 - (ii) An employee absent on parental leave is required to give at least one month's notice of their intention to return to duty.
- (b) Additional Entitlement and Eligibility
 - (i) Adoption is deemed to incorporate the Tamaiti Whaangai procedure (adoption under Maori customary law). Appropriate evidence will be required to support any such application.

- (ii) For those employees with less than one year's service with the employer or since the employee's return from his/her last period of parental leave from the University, unpaid leave of up to 26 weeks may be granted.
- (iii) 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).
- (iv) Where an employee is entitled to Extended Parental Leave of 12 months in accordance with the Parental Leave and Employment Protection Act 1987, the first six weeks of their parental leave will be on pay. Provided that:
 - If both male and female partners are employed by the 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.
 - The employee is not entitled to receive any greater or additional payment for that first six weeks under any current or subsequent legislation.

Explanatory Note: The Parental Leave and Employment Protection Act 1987 provides leave entitlements which may be shared by both parents during a child's first year of life. It may also be used by adoptive parents of a child under five years of age during the first year of the child's life with the adoptive family. 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).

8.18 Special Leave

Special leave of absence with or without pay may be granted to an employee at the employer's discretion. Leave will not be unreasonably withheld in the following circumstances:

- (a) Cultural, community and sporting activities, involving national or provincial representation;
- (b) Educational activities pertaining to an employee's work noting that:
 - (i) For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved;

- (ii) Examination leave shall be on full pay;
- (c) Upgrading qualifications at the request of the employer;
- (d) Marriage of the employee;
- (e) Involvement in recognised civil defence and search and rescue activities;
- (f) Attendance at meetings of recognised local authorities as a member;
- (g) Attendance, as a duly appointed representative of ASTE, at meetings of ASTE;
- (h) Attendance at approved trade union education courses.

Where leave is approved under subclause 8.18 above, travelling time shall be approved on the same basis as the leave. Travelling time refers to the most direct means of travel on a normal University duty day.

8.19 Leave for Approved Statutory Authorities

An employer shall grant leave on full pay to an employee who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the employee from the authority shall be paid to the University. Travelling time shall be counted as duty time.

- (a) a Polytechnic Council
- (b) a College of Education Council
- (c) a University Council
- (d) the Government Superannuation Board
- (e) the NZ Qualifications Authority
- (f) any Disputes and Grievance Committees established under Part 10 of this CA or any other bodies replacing them in function
- (g) any hearings of the Employment Court or any body established to replace the Employment Court
- (h) the NZ Polytechnics Programmes Committee.

PART 9 PROTECTION AND SAFETY PROVISIONS

9. PROTECTION AND SAFETY PROVISIONS

9.1 Hearing Protection

- (a) Where, in the opinion of the employer, an employee is working in noisy conditions which are likely to cause impairment to the hearing of the employee, and it is not practicable to prevent exposure to the noise, the employee shall be supplied with a personal ear protection device of a type approved by the Medical Officer of Health.

- (b) Subclause (a) shall be applied in the following manner:

Earplugs or ear muffs shall be provided for use in accordance with noise levels recommended by the appropriate Health Authority as follows:

- (i) For noise levels in excess of 84 decibels - earplugs or earmuffs;
- (ii) For noise levels in excess of 104 decibels - earmuffs;
- (iii) The maximum allowable daily exposure with earmuffs shall be:

Intensity (dB)	Max. Daily Exposure
115	8 hours
118	4 hours
121	2 hours
124	1 hour
127	30 minutes
130	15 minutes

9.2 Safety Glasses

- (a) Where, in the opinion of the employer, an employee is working in an "eye danger" area the employee shall receive a personal issue of standard neutral safety glasses.
- (b) Where, in the opinion of the employer, an employee who ordinarily wears optical glasses at work, is occasionally engaged on work in an "eye danger" area, the employee shall be supplied for the time engaged on such work, with specially hardened neutral "clip on" type safety glasses to be worn over normal glasses.
- (c) Where, in the opinion of the employer an employee who normally wears optical glasses at work is required to work constantly or for a substantial time in an "eye danger" area, the employee shall be fitted by an optometrist with a pair of specially hardened optically correct lenses, fitted in a safety frame, provided by the University at the University's expense.
- (d) Where an employee is in an "eye danger" area and has been issued with neutral safety glasses, and who is in the opinion of the employer required to wear the glasses constantly or for a substantial time, is found to have a refractive error of her/his eyesight, the employee shall be fitted by an optometrist with a pair of specially hardened optically correct lenses fitted in a safety frame, provided by the University at the University's expense.

9.3 Protective Clothing

Employees shall be issued with protective clothing under the following circumstances:

- (a) Where in the opinion of the employer, the nature of an employee's work is more than normally destructive to clothing, suitable protective clothing shall be provided by the University;
- (b) Protective clothing so provided shall be laundered or drycleaned at the University's expense and shall be replaced on a fair wear and tear basis by the University.

9.4 Issue of Uniforms

- (a) Where, in the opinion of the employer, an employee is required to wear a uniform, a sufficient and adequate number of uniforms shall be provided by the University to enable the employee to perform required duties.
- (b) All uniforms so issued shall remain the property of the University and shall be replaced on a fair wear and tear basis.
- (c) All uniforms soiled in the course of duty shall be laundered or drycleaned, at the University's expense.

9.5 Safety Footwear

Where in the opinion of the employer it is necessary for an employee to wear safety boots or safety shoes in the course of work to lessen the risk of foot injury, reimbursement shall be made to the employee for approved safety footwear, on production of a receipt.

9.6 Immunisation - Hepatitis B

- (a) The parties agree in principle the responsibility for pre-exposure immunisation of employees rests with the employer, advised as necessary by the appropriate Health Authority.
- (b) In situations where employees may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. If immunisation is deemed to be appropriate the University shall meet the cost of immunisation.
- (c) In all situations where a risk of being infected by the hepatitis B virus exists it shall be the duty of the employer to require safe working practices on the part of the employee and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

9.7 Working Conditions

The provisions of the Health and Safety in Employment Act 1992 and the State Sector Act 1988 or any amendment or Act passed in substitution for these Acts shall apply insofar as they relate to the working conditions of employees.

PART 10 SERVICES AVAILABLE FOR RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

In accordance with s65 of the Employment Relations Act 2000, the Massey University description of services available for the resolution of employment relationship problems is set out below:

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 conditions 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 can 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 or the Human Resources Advisor for your area. You could also choose to have your representative approach the Human Resources Advisor 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. Further information about this service is available from the Human Resources Section (extn 5299) or by contacting the University Disputes Advisor (extn 4951).

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.

PART 11 SURPLUS STAFFING PROVISIONS

11. SURPLUS STAFFING PROVISIONS

11.1 Consultation

In accordance with the principles contained within these clauses, the National Secretary of the Association of Staff in Tertiary Education and the Chair of the local branch of the Association will be notified by the employer:

- (a) At an early stage of any reviews of the whole, or part of Massey University's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing employees;
- (b) When there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of existing employees.

The employer will provide the union with an opportunity to be involved in any review. Should the review confirm a surplus staffing situation, individuals who might be affected shall be advised in writing of this and of their right to representation from ASTE.

The employer will advise ASTE of the extent of the review process and will discuss a proposed timeframe to allow for consultation with staff and ASTE. As part of this consultation an agreed period of time (subject to agreement not being unreasonably withheld) will be determined to allow affected staff and ASTE to make submissions before the employer makes a final decision. This period may be extended if the employer requires more time to provide relevant information as requested by staff and/or ASTE.

11.2 Intent

The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this agreement. These provisions apply to employees who for all intents and purposes have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a limited-tenure appointment made in accordance with clause 3.1.2(b) of this agreement or to part-time employees.

11.3 Definition

A surplus staffing situation exists when as a result of reduction in funding, course demands, organisational changes or other identified factors the employer requires a reduction in the number of employees.

11.4 Period of Notice

Four months' notice of termination of employment shall apply to staff once the process of determining who will be declared surplus has occurred. This period may be varied by agreement between the employer and employee and their representative. The options as outlined in 11.6 shall remain available to any person made redundant until their last day of employment. Should a suitable option become available, the employee may choose between that and severance.

11.5 Selection Criteria

The employer will consult with ASTE and staff affected on the criteria to be used for selecting staff who are to be declared surplus and shall provide an opportunity for staff and ASTE to comment on these criteria.

11.6 Options

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

- (a) attrition;
- (b) redeployment;
- (c) enhanced early retirement;
- (d) retraining;
- (e) 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. Employees who are offered a position within the university which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment will not have access to severance.

Voluntary Severance

If staff involved and ASTE consider that voluntary severance is an appropriate option they may propose this option for consideration by the employer. If the

employer agrees to apply this option the manner of its application will be agreed between the employer and ASTE before it is applied.

11.7 Conditions applying to options

(a) Attrition

Attrition means that as lecturers leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new lecturers or on promotions.

(b) Redeployment

Employees may be redeployed to a new job at the same or lower salary within the University. The employer shall actively seek suitable and appropriate redeployment options. Where an opportunity exists, the employee shall be given due consideration consistent with and appropriate to their skills and experience. The following conditions will apply:

- (i) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary at the rate paid in the old job at the time of redeployment.

The salary can be preserved in the following ways:

- 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;
- 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, the employee shall be entitled to relocation expenses as set out in clause 5.5 of this CA.

(c) Enhanced Early Retirement

This option provides for a lecturer to be paid the money available under the severance option which may, if the lecturer so desires, be used according to the conditions of the superannuation scheme of which the lecturer is a member to make up the actual superannuity payable. Service does not have to be continuous nor is membership of a superannuation scheme relevant to eligibility.

Enhanced early retirement may be made available at the discretion of the employer at any time to eligible lecturers not declared surplus if they are replaced by a surplus lecturer seeking redeployment or reassignment.

(d) Retraining

The employer may, following application from the employee, offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee's prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may be paid by the University, shall not exceed 110% of the value of the severance payment the lecturer would be entitled to.

(e) Severance

- (i) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (ii) "Service" for the purposes of this subclause is as defined in Part 2; except that for staff employed prior to 25 October 1994, service shall be as defined in Schedule A.
- (iii) All service recognised under Schedule A excludes 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 of the named services or from any University employer.
- (iv) "Continuous service" for the purposes of this clause includes all periods of paid leave and parental leave and would not be broken by, but would not include, all other approved leave without pay and all breaks of not more than three months between periods of employment within the tertiary sector, or one month with other service(s) approved under Schedule A.
- (v) Payment will be made in accordance with the following:
 - (a) 16 percent of salary for the preceding 12 months payable in lieu of notice regardless of length of service. For the purpose of redundancy the notice period shall be four months;
 - (b) 12 percent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and
 - (c) 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
 - (d) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service;
- (vi) Outstanding annual and discretionary leave shall be cashed up separately.

11.8 Rights of Employees Declared Surplus

(a) Time off to Attend Interviews

The employer shall give employees reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the University.

(b) References

The employer shall supply to all surplus employees a letter of reference.

(c) Counselling

Counselling for affected employees and family may be made available as necessary.

(d) Employees on Leave

An employee who is declared surplus and who is on parental leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment shall be covered by the surplus staffing provisions of this Collective Agreement. A lecturer who through agreement has temporarily reduced or increased his/her hours, or is on a period of unpaid leave, shall have their payment calculated at the salary of their substantive position.

11.9 Protection of Employees affected by Transfer of Business

11.9.1 The purpose of this clause is to protect the employees bound by this agreement from being disadvantaged if the work of any of them is to be contracted out, or if the 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 part 11.

11.9.2 Employees covered by Schedule 1A of the Employment Relations Act 2000, and its amendments are entitled to the protections set out in section 69A to 69J of that Act.

11.9.3 Employees who are not covered by Schedule 1A of the Employment Relations Act 2000, and its amendments are entitled to the protections set out in the following provisions.

11.9.4 In any case of restructuring, as defined in the Employment Relations Act 2000, and its amendments, i.e. where the business (or part of it) is sold or contracted out to another person or organisation, the employer will notify the employees and the union party that restructuring is a possibility as soon as is reasonably practicable; subject to the requirements to protect commercially sensitive information.

11.9.5 For the purposes of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Act (No 2) 2004. "Employer" shall mean the original employer party to this Collective Agreement. These employee protection provisions are to be read in conjunction with the surplus staffing consultation and restructuring provisions of this Agreement.

- 11.9.6 In situations covered by this clause, the employer will take the following steps as soon as is reasonably practicable.
- (a) advise the Union of its proposal, including details of the positions likely to be affected; whether the proposed new employer intends to take on some or all of the affected employees, and if so the nature of those opportunities; whether the new employer is a party to a collective agreement that covers the work to be done by the affected employees;
 - (b) consult the Union regarding the affected employees; and
 - (c) advise the proposed new employer that affected employees are members of the union and covered by this Collective Agreement;
 - (d) to the extent practicable, request that the person acquiring the business (the “new employer”):
 - (i) offer the affected employees employment on terms and conditions that are the same as the affected employees’ existing terms and conditions of employment; and
 - (ii) agree to treat the affected employees’ service as continuous.
- 11.9.7 The Employer will endeavour to ensure that the Union and affected employees are advised of the new employer’s response and the terms of any offers as soon as is practicable.
- 11.9.8 The Employer will consult the Union on any proposed transfer process.
- 11.9.9 The parties acknowledge that the new employer may offer employment to any of the affected employees it chooses, on terms of its choosing.
- 11.9.10 If the new employer does not wish to employ any affected employee, or if an affected employee does not wish to accept an offer from the new employer, then he/she will be deemed to be surplus for the purposes of Part 11 of this Agreement.
- 11.9.11 Where an employee’s employment (including an employee covered by schedule 1A of the Employment Relations Act 2000) is terminated by the Employer due to the sale or transfer by the Employer of the whole or part of the Employer’s business (including by way of contracting out), the employee will not be entitled to compensation for redundancy if the new employer has:
- (a) offered the affected employee employment on terms and conditions that are the same or at least no less favourable to the affected employee’s existing terms and conditions of employment; and
 - (b) agreed to treat the affected employee’s service as continuous.

PART 12 MISCELLANEOUS

12. MISCELLANEOUS

12.1 Inadvertent Omission

Any matters inadvertently omitted from this CA shall be the subject of further discussions between the parties.

12.2 Bargaining Agent Recognition

Subject to the Employment Relations Act 2000, the employer agrees to recognise ASTE as the bargaining agent for those employees covered by this CA for whom ASTE is the bargaining agent.

12.3 ASTE Information

- (a) The parties to the Agreement agree that, when requested in writing by the National Secretary of ASTE, the employer shall, within one month after the receipt of such request, supply to ASTE a list of the names, addresses and designations of all employees party to this Agreement then in their employ (but such requests shall not be made to the employer at intervals shorter than six months).
- (b) The employer undertakes to provide the local branch of ASTE with the names of new employees who at the time of appointment have elected to become party to this Agreement.

12.4 Deduction of ASTE Fees

- (a) The employer shall arrange for the deduction of ASTE subscriptions for all ASTE members covered by this CA except in cases agreed to between the employer and ASTE.
- (b) The manner of deduction and of remittance shall be determined by agreement between the National Secretary of ASTE and the employer.

12.5 ASTE Meetings

- (a) Subject to subclauses (b) to (f) below, the employer shall allow every employee covered by this CA, who has nominated ASTE as their bargaining agent, to attend, on paid leave, two union meetings (each of a maximum of two hours' duration) with ASTE in each year.
- (b) ASTE shall give the employer at least 14 days' notice of the date and time of any proposed ASTE stopwork meeting to which subclause (a) is to apply.
- (c) ASTE will consult with the employer over the timing of any proposed stopwork meeting.
- (d) ASTE shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any ASTE meeting, including, where appropriate, an arrangement for sufficient ASTE members to remain available during the meeting to enable the employer's operation to continue.

- (e) Work shall resume as soon as practicable after the meeting.
- (f) ASTE shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

12.6 ASTE Leave

The employer agrees to an exchange of letters each year with ASTE to establish the quantum of, and arrangements for, leave available to elected representatives of ASTE to attend to ASTE matters.

12.7 Access to Premises

- (a) Designated officers, branch representatives or any authorised salaried representative of ASTE may, with the agreement of the employer, be given access to the workplace or workplaces concerned for the purpose of obtaining authority to represent employees covered by this CA.
- (b) Designated officers, branch representatives or any authorised salaried representative of ASTE may, once ASTE is authorised to represent any employee of Massey University, enter those premises at any reasonable time when the employees are employed to work on the premises, to discuss with the employees matters relating to this Employment Agreement, or the renegotiation of it.

12.8 Branch Chair

The employer shall recognise the ASTE branch chair as the ASTE representative in the University. Notice of the appointment of the chair shall be given to the employer in writing.

12.9 Time Allowance

A negotiated specified amount of time shall be made available to the ASTE Branch Officers (Chair and Secretary) to fulfil their Branch duties including consultation with the employer.

12.10 Academic Freedom

Attention is drawn to the Education Amendment Act 1990. The provisions of this Act insofar as they relate to employees should apply including Section 161 on Academic Freedom.

12.11 Agreement Monitoring Committee

An agreement monitoring committee will be established to deal with the application of the lecturers' Collective Agreement. This committee will operate in accord with Schedule D.

12.12 Consultation in Policy Development

- (a) The parties recognise that other rules, policies and procedures may be current from time to time to ensure the smooth operation of the university and whilst not forming part of this Collective Agreement they are binding on the parties. A guide to Policies, Procedures and

Regulations is located in the staff section of the Massey University Website.

- (b) Employees are reminded that they are bound by all Policies of the University including:
- Policy on Research Practice (version XI effective 01 January 1997)
 - Policy on Intellectual Property, effective January 1996
 - Policy on Consultancy, effective November 1998 (a return showing full details of this involvement may be required by the employer at any time)
 - Policy on Professional Time Income, effective 21 August 1998
 - Conflict of Commitment and Interest effective January 2002.

Any changes to these policies will require prior consultation between the employer and the union.

PART 13 TRANSITIONAL PROVISIONS

13. TRANSITIONAL PROVISIONS

13.1 Pay scale translations for staff employed prior to 25 October 1994

- (a) The intent of the parties is that:
- (i) in carrying out these translation clauses no lecturers shall be financially disadvantaged nor have their current salary expectations as per Award Document 2137 diminished.
 - (ii) staff currently employed on the T1 scale of the expired Polytechnic Tutors' Collective Agreement dated 10 May 1991 shall have the incremental steps up to and including \$43,435 preserved whether they are on the new L1 or L2 scale.
 - (iii) Lecturers currently in the T2 range of rates as per the expired Polytechnic Tutors' Collective Agreement dated 10 May 1991 shall have their salary expectations, as defined in their letters of appointment, honoured.

Anniversary dates will be preserved and salary reviews will be carried out on the anniversary dates.

- (b) Translations
- (i) Staff who have been on T1 13 (\$43,435) for 12 months or more will translate automatically to the L2 scale and will be paid \$44,000 per annum. Thereafter they will have access to the L2 range of rates. A new position outline as per clause 4.10 will be prepared.
 - (ii) All other staff on T1 will translate on to the L1 scale at their current salary and will retain their entitlement to annual increments up to and including \$43,435. They may apply to be regraded to the L2 scale as specified in clause 4.9 (ie once they have been on a salary at or above the top of L1 for two or more years).

- (iii) Staff on T2 receiving less than \$46,000 will automatically become L2 lecturers and have access to the range of rates in that scale.
- (iv) Staff on T2 receiving \$46,000 or more per annum but less than \$49,000 will translate immediately to the SL1 scale and have access to the range of rates in that scale. A new position outline as per clause 4.10 will be prepared. Lecturers who have been on \$47,864 (previously T303 Doc. 2137) will translate automatically to the SL1 scale and will be paid \$48,300.
- (v) Staff on T2 receiving \$49,000 or more will translate immediately to the SL2 scale and will have access to the range of rates in that scale.

13.2 Sick Leave Transition

- (a) Staff employed prior to 01 July 1994 will retain their sick leave allocation (as at 30 June 1994) and transfer to the new scale on the date of their next due allocation as per the schedule in 13.2(b) (eg over five years and up to 10 years service; a person with six years current service will translate to the new scale at 10 years service.).

- (b) Length of Service Aggregate period for which sick leave on pay may be granted during service

Up to 3 months	7 days
Over 3 months and up to 6 months	14 days
Over 6 months and up to 9 months	31 days
Over 9 months and up to 5 years	46 days
Over 5 years and up to 10 years	92 days
Over 10 years and up to 20 years	154 days
Over 20 years and up to 30 years	229 days
Over 30 years	306 days

13.3 L1 Transition

Current staff employed on steps 01, 02 and 03 of the L1 grade will have their salary expectations preserved as per the Wellington Polytechnic CEC dated 25 October 1994 - 24 October 1995.

SCHEDULE A

SERVICE

- (a) For lecturers appointed prior to 25 October 1994 service shall have the meaning as defined in the Education (Salaries and Staffing) Regulations 1957, except that for the purposes of redundancy, clause (b) below will apply.
- (b) For the purposes of redundancy for employees appointed prior to 25 October 1994 service shall mean continuous service in the employment of any New Zealand Polytechnic including correspondence institutes, community colleges and senior technical divisions, REAP community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Educational Resource Centre.
- (c) For employees appointed before 01 April 1988 service also includes other relevant government service.

For the purpose of this subclause "other relevant Government service" means:

- (i) continuous service as a teacher in any public school, manual training centre, post-primary school, colleges of education, specialist teaching service, or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of cooperation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teachers professional assistance;
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the Polytechnic Service (eg nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 01 April 1988.
- (d) For the purposes of this Schedule "continuous service" includes all periods of paid leave and parental leave and would not be broken by, but would not include all periods of:
 - (i) approved leave without pay
 - (ii) breaks of not more than three months between employment within the tertiary service.

SCHEDULE B

RATES OF PAY

		Annual Fulltime Rates		Part-time Hourly Rates	
		1-Jul-07	1-Jul-08	1-Jul-07	1-Jul-08
		2.20%	4.78%	2.20%	4.78%
Senior Lecturer 2					
Range of rates	Max	77,088	80,773	48.66	50.99
	Min	70,074	73,424	44.23	46.34
Increments	5	70,074	73,424	44.23	46.34
	4	69,393	72,710	43.80	45.89
	3	68,711	71,995	43.37	45.44
	2	67,979	71,228	42.91	44.96
	1	67,284	70,500	42.47	44.50
Senior Lecturer 1					
Range of rates	Max	73,548	77,064	46.42	48.64
	Min	65,200	68,317	41.15	43.12
Increments	5	65,200	68,317	41.15	43.12
	4	64,442	67,522	40.67	42.61
	3	63,836	66,887	40.29	42.22
	2	63,092	66,108	39.82	41.72
	1	62,409	65,392	39.39	41.27
Lecturer					
Range of rates	Max	70,074	73,424	44.23	46.34
	Min	59,619	62,469	37.63	39.43
Increments	4	59,619	62,469	37.63	39.43
	3	58,609	61,411	36.99	38.76
	2	56,840	59,557	35.88	37.60
	1	54,954	57,581	34.69	36.35

Note: The part-time rates as printed are exclusive of holiday pay.

The part-time hourly rates above are derived by using the following calculation:

Divide the annual salary at the same step by 1467 (this is the notional number of duty hours in a year) and then divide that figure by 1.08

SCHEDULE C

WORKLOAD FACTORS

- (i)
 - class size
 - course development requirements
 - assessment requirements
 - student support requirements
 - other specific demands of the teaching programme
 - experience and skill level of the lecturer
 - particular requirements related to open/distance learning
 - cultural requirements of Charter obligations
 - EEdO/EEO obligations of the organisation
 - the need for breaks from timetabled teaching throughout the year
 - participation in research projects as appropriate
 - replacement of absent lecturers
 - course convenorship and similar responsibilities
 - meeting special students' needs

- (ii) As well as attendant duties including:
 - preparation for lessons
 - routine administration and participation in institute processes
 - student assessment
 - ordinary student pastoral care and assistance
 - routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency
 - adapting to new technology
 - maintaining links with industry, secondary schools, professions and community groups
 - giving academic advice
 - research and scholarship
 - travelling time

SCHEDULE D

THE AGREEMENT MONITORING COMMITTEE

1. Introduction

- 1.1 The Agreement Monitoring Committee is established to monitor the application of the Massey University Lecturers' Collective Agreement.
- 1.2 The Agreement Monitoring Committee has no powers to vary this Collective Agreement, nor does it negate the Vice Chancellor's statutory rights and responsibilities.

2. Composition of the Committee

- 2.1 The committee will be composed of two each of management representatives and Massey University lecturers (the latter are to be members of ASTE and will be nominated by Massey University ASTE Branch).
- 2.2 The Convenor of the Committee shall be elected on an annual basis by members of the Committee. Appointments to the Committee will be confirmed annually.

3. Role of Committee

- 3.1 The role of the Committee is to:
 - (a) Monitor the application of the Collective Agreement
 - (b) Develop and recommend policies to the parties including the list below. Monitor and review existing policies, consult and advise appropriate Massey University committees to facilitate the effective application of this Collective Agreement:
 - progression between and movement within the salary scales
 - policies related to casual lecturers
 - starting salary policy
 - EEO policy
 - Professional Development Time policy
 - procedures and standards for the assessment of Professional Practice
 - criteria and processes for establishing research positions

This list is not exhaustive
 - (c) Provide advice on any other Collective Employment Agreement related matters referred by the parties.

4. Operating Guidelines

- 4.1 The committee will develop guidelines in relation to meeting frequency, agendas, minutes and meeting protocol.
- 4.2 Committee members would be expected to consult with their constituencies throughout the process using their own protocols.
- 4.3 (a) Committee members shall genuinely seek to reach a consensus on all matters under 3.1 that come before it.

- (b) CA policy agreed by the committee, will be recommended to the parties to this CA. The Parties may refer such policies back to the Committee for further consideration.
- 4.4 Agendas and minutes of meetings will be available to other interested parties such as the National Secretary of ASTE.
- 4.5 Advisers may be invited to attend the meetings of the Committee, subject to Committee members' agreement.
- 5. Resourcing**
- 5.1 Secretarial support and time allowances, inclusive of time for training, will be made available to the Committee to ensure its effective operation.

SCHEDULE E

List of Staff Studying as per clause 7.4

Name	Qualification studying towards
Stephen Bell	Masters of Philosophy
Anthony Powell	Bachelor of Arts (Languages)
Alan Frost	Masters of Business Studies

SIGNATORIES

The Vice Chancellor of Massey University and ASTE undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest cooperation to the end that harmonious employment relations may be maintained.

Signed: _____
National Secretary
For and on behalf of
Association of Staff in Tertiary Education Incorporated
ASTE Te Hau Takitini o Aotearoa

Date: _____

Signed: _____
Human Resources Director
For and on behalf of the Vice Chancellor, Massey University

Date: _____