Massey University employees can obtain a copy of this Agreement from the People and Organisational Development Section.

MASSEY UNIVERSITY

INDIVIDUAL

EMPLOYMENT AGREEMENT
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PART 1: PARTIES

1.1 PARTIES TO AGREEMENT (Aca&ProfS)

1.1.1 The Parties to this Agreement are:

(a) The Vice-Chancellor of Massey University or his/her nominee, herein referred to as “your employer”.

(b) (Name of Employee)

1.1.2 This Agreement shall supersede all previous employment contracts and employment agreements between you and your employer.

1.2 APPLICATION OF CLAUSES (Aca&ProfS)

1.2.1 The provisions in this Agreement apply to you as follows:

(Aca&ProfS) = all staff covered by this agreement
(Aca) = academic employees and Practicing Veterinarians/Professional Clinicians only
(ProfS) = professional services (general) employees only

1.2.2 If you are a part time employee, entitlements under this Agreement are granted on a pro-rata basis.

1.3 VARIATIONS OF AGREEMENT (Aca&ProfS)

This Agreement may be varied wherever you and your employer agree in writing that a variation to the current provisions should occur. You have the right to be represented in any discussions for a variation by a representative of your choice.

1.4 DEFINITIONS (Aca&ProfS)

The following definitions apply to the terms used in this agreement:

(a) Part-time employee - An employee working less than full-time.

(b) Fixed Term employee - An employee employed for a specified limited term, including for a specified project or to replace an employee who is absent on Parental Leave or long term sick/injury leave. Employees employed for a fixed term should note that nothing in this Agreement shall be read to create an expectation of continued employment beyond the expiry of the employee’s fixed term.

(c) Service - Unless otherwise stated in this Agreement, shall mean continuous service with Massey University and the Wellington Polytechnic or Palmerston North College of Education. For the purposes of crediting previous service for professional services staff, recognition shall be given to relevant service with a New Zealand University provided that the period which elapses between any change of employment is not longer than one calendar month. Those employed prior to 6 October 1993 by Massey University shall retain their existing provisions regarding recognition of service.

(d) Professional services employee - An employee who occupies a general position in the same or similar occupational classes as: Administrative and Clerical; Computer (Data Processing and Data Entry); Computer Consultants, Analysts, Programmers; Continuing Education Officers; Counsellors; General Services; Liaison Officers; Library staff; Nurses; Physical Recreation Officers and Fitness Instructors; Secretaries/Typists; Technicians; Telephonists; Grounds; Printing.
(e) **Academic employee** - An employee employed primarily in University teaching and/or research. Normally, academic employees will have one of the following job titles: Professor, Associate Professor, Senior Lecturer, Lecturer, Assistant Lecturer, Senior Research Officer, Research Officer, Junior Research Officer, Senior Tutor, Tutor, Graduate Assistant, English Language Teacher, Senior English Language Teacher, Practicing Veterinarians/Professional Clinicians and Postdoctoral Fellows. This agreement does not apply to Research Assistants, Teaching Fellows or Visiting Academic Staff.

(f) **Practicing Veterinarians/Professional Clinicians** - An employee who is employed primarily as a professional practitioner in their field. They may undertake teaching in addition to this primary role. These positions are categorised as Academic positions.

(g) **Postdoctoral Fellows:** - A Postdoctoral Fellow must hold a PhD or equivalent qualification. They will work on project/s requiring a significant degree of skill, initiative, independence and originality of thought, which creatively extends the bounds of existing knowledge. The employment of a Postdoctoral Fellow is fixed term because it is always dependent on research project funding streams. The fixed term of employment for a Postdoctoral Fellow can be up to five years, dependent on the length of the research project and availability of funding.

(h) **Veterinary Intern/Veterinary Resident** - These training positions are categorised as academic positions and are fixed term to encourage the pursuit of specialization within a clinical setting. In addition, interns and residents may pursue further academic/clinical qualifications during their fixed term employment and are provided experience and training in the academic and clinical environment.

(i) **Hourly Rate of Pay** - A salaried employee’s hourly rate of pay shall be the employee’s annual salary divided by 1950, except in the case of employees working 40 hours a week in which case the divisor shall be 2080.

### 1.5 OTHER RULES, REGULATIONS AND POLICIES (Aca&ProfS)

1.5.1 It is recognised that other rules, regulations, policies and procedures may be current from time to time to ensure the smooth running of the University and whilst not forming part of this Agreement they are binding on you and your Employer.

1.5.2 Your Employer will consult you on changes to the rules, regulations, policies or procedures relevant to the terms and conditions of this Agreement including academic and research policies and procedures.

1.5.3 The process of consultation shall be meaningful and shall include:

- Sufficient time for consultation (at least an uninterrupted month)
- Consideration of all submissions
- Response to submissions, and final policy outcome will be disseminated to you

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

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

### 1.6 SUMMER SCHOOL (Aca&ProfS)

The Workloads Guidelines for Summer School are contained with the People and Organisational Development website under the heading My Work Environment/Massey Expectations/Managing Workloads. These apply to staff who are requested and agree to work during that period.
PART 2: DUTIES & OBLIGATIONS

2.1 **TERMINATION OF EMPLOYMENT (Aca & ProfS)**

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

- for professional services employees, one month’s notice by either party
- for academic employees, three months’ notice by either party

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

2.1.2 Notwithstanding sub clause 2.1.1, your employer reserves the right to require any notice given by you if you are an Academic employee to be effective from the midpoint of the vacation following the teaching semester in which the three months’ notice expires except that a date in November or December may be specified if the notice expires during the Second Semester.

2.1.3 If you are a Graduate Assistant your employer may also terminate this employment if:

i) You withdraw from the course of study in recognition for which the employment was offered by your employer; or

ii) You fail to actively pursue the course of study referred to in the above sub clause; or

iii) In the case of a PhD student, the PhD is terminated by the Doctoral Research Committee;

2.1.4 **Recovery of Relocation Costs:** If you resign or are dismissed within three years of commencing work at the University, or before the expiry of fixed-term employment, you will be required to repay the University a portion of the relocation expenses related to your appointment, where this is applicable. Any repayment will be calculated on a pro-rata basis. Where a repayment of a portion of your relocation expenses is deemed payable by you, you shall ensure that payment is made to the University prior to your termination. If payment is not paid prior to termination your employer may, without prejudice to its other remedies, deduct the amount of the repayment of relocation expenses due, or any part of such amount then outstanding from any final payment of remuneration, including holiday pay, due to you. When determining whether to enforce this clause your employer will take into consideration your individual circumstances provided that you make all such circumstances known to your employer in writing prior to your termination.

2.1.5 A Certificate of Service can be requested and will be provided within a reasonable timeframe.

2.2 **ABANDONMENT OF EMPLOYMENT (Aca & ProfS)**

2.2.1 If you are absent for a continuous period of three working days or more, without notification to or consent from your employer, you shall be deemed to have abandoned employment. Your employer agrees to take all reasonable steps to contact you before deeming you to have abandoned your employment.

2.2.2 Where you were unable, through no fault of your own, to notify your employer, your employment shall not be deemed to have been abandoned.

2.3 **DUTIES (Aca & ProfS)**

2.3.1 If you are a full-time employee you will be required to devote your full contracted hours of work to University duties, and shall not undertake other regular employment except with the Vice-Chancellor or nominee’s express approval.

2.3.2 Job Profiles, Job Descriptions or Statements of Accountabilities will contain the responsibilities for any particular position, however, the core duties for academic employees shall normally include the following requirements:

(a) Developing, presenting and/or teaching such courses and undertaking such examining and research supervision in their subject as the employer or delegated nominee may direct.

(b) Undertaking research.
(c) Undertaking such administrative and other supportive duties as the employer or delegated nominee may require.
(d) Observing the rules and regulations of your employer.

2.3.3 You will be informed on your appointment of the criteria on which your performance will be appraised. These criteria will be set out in the form of a performance plan. For Academic staff the performance plan will be drawn up to reflect the following principles:
(a) display competence in teaching, student assessment and preparation of teaching and study materials;
(b) display clear commitment to developing personal scholarship and research projects;
(c) carry out the administrative responsibilities appropriate to the position;
(d) participate in the collegial life and functions of the University;
(e) observe the principles of professional conduct and service towards students, academic and professional services staff colleagues and the general public.

2.3.4 As soon as practicable after you arrive on campus to take up your duties, and usually within four weeks, your employer shall meet with you to clarify duties and expectations, discuss goals and determine professional development needs. Agreed specific goals shall be listed in writing and signed by both you and your employer in accordance with the Performance and Development Planning and Review procedures.

Graduate Assistants

2.3.5 If you are a Graduate Assistant the purpose of your appointment is to provide financial support for a fixed term to assist you with the pursuit of a postgraduate qualification at Massey University. Such an appointment is conditional on concurrent active pursuit of postgraduate studies. Therefore, time not spent by you in carrying out your employment obligations under this appointment must involve active pursuit of postgraduate study. As a Graduate Assistant, you may not undertake other regular paid employment except with the prior approval of the Vice-Chancellor (or nominee).

2.3.6 The hours and days to be worked each week by you as a Graduate Assistant shall be as directed by your employer, in consultation with you, provided that the hours worked per calendar year shall not exceed 360 (three hundred and sixty) hours. Time spent on annual leave does not count towards hours worked. If you are employed as a Graduate Assistants on a fractional appointment and/or employed for a fraction of a calendar year you would have your work hours reduced by the appropriate fraction.

2.4 EQUAL EMPLOYMENT OPPORTUNITIES (Aca & ProfS)
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 appointments, promotions, and career development. From time to time, your employer will provide opportunities for training in EEO for you and your colleagues, and monitor EEO aspects of the processes involving staff appointments, promotion and career development.
PART 3: HOURS OF WORK

3.1 HOURS OF WORK (ProfS)

3.1.1 If you are a full-time professional services staff member, your hours of work shall be thirty seven and a half hours each week to be worked between 7.00 am and 6.00 pm Monday to Friday, normally on five consecutive seven and a half hour days, except if you are:

(a) A Grounds employee for whom thirty seven and a half hours shall constitute an ordinary week’s work to be worked on no more than five consecutive seven and a half hour days nor on less than four days (with no more than 10 hours per day) between the hours of 7.00 am and 7.00 pm, Monday to Saturday, inclusive.

3.1.2 As far as possible your hours of work shall be continuous except for a meal break of not more than one hour or less than 30 minutes each day as directed by your employer.

3.1.3 In addition, you shall be granted a rest period of 10 minutes in each period of four hours worked which may be taken after two hours worked.

3.2 VARIATION OF HOURS OF WORK (ProfS)

3.2.1 The employer will give genuine consideration to any request for flexible work by an employee. Any such arrangement will be recorded in writing including a timeframe for the arrangement to either cease or be reviewed. A system of flexitime, without payment of the rates specified in clauses 3.4 to 3.7, may operate by mutual agreement between you and your employer. Flexible hours may be worked between:

(a) 6.30 am and 10.00 pm, Monday to Friday
(b) 6.30 am and 6.00 pm, Saturday

3.2.2 Your ordinary hours and days of work may be varied from those set out above if you and your employer agree. Any such changes shall be recorded in writing. You have the right to be represented in any discussion about the variation of your work hours by a representative of your choice. Your right not to vary your hours of work shall be respected by your employer.

3.2.3 Any variations entered into under clause 3.2.2 above, other than those entered into at the time of appointment, may be reversed by mutual agreement provided either you or your employer gives one month’s notice to the other party. The period of notice may be reduced by mutual agreement. Agreement to a reversal of the variation shall not be unreasonably withheld.

3.3 OVERTIME (ProfS)

3.3.1 Overtime is defined as time worked in excess of the ordinary hours per week as specified in clause 3.1 and includes traveling time between campuses where such time is outside of the ordinary hours of work.

3.3.2 All overtime must be approved by your employer prior to it being worked.

3.3.3 If your employer approves your overtime, you and your employer will agree that you should be compensated by one of the following options:

(a) time off in lieu of one hour off for one hour worked which shall be taken within nine months of being earned; or
(b) the payment of all overtime hours at time and a half of your hourly rate of pay, unless an agreement exists for a variation of ordinary hours, or;
(c) the payment of an allowance to be agreed between your employer and you where you are regularly required to work hours in excess of 40 hours per week.

3.3.4 Where time off in lieu has been agreed and has been unable to be taken within nine months, it shall be forfeited, except in special circumstances when an application for payment may be considered by your immediate line manager.

3.3.5 If you earn above the maximum of Grade F of the Professional Services Staff Salary Scales (including Higher Duties Allowance) you shall not be entitled to the provisions listed in clauses 3.3.1 and 3.3.3 but you may be granted time off on the basis of one hour for each hour worked at the discretion of your employer.
3.3.6 **Meal Allowance:** Where you have been directed to work overtime of not less than two hours after a break of at least half an hour at the end of your days employment and where you have to have a meal which you would not otherwise have needed, you shall be paid a meal allowance of $12.50.

3.4 **SATURDAY/SUNDAY RATE (ProfS)**

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

3.5 **NIGHT RATE (ProfS)**

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

3.6 **TRANSPORT IN HOURS OF DARKNESS (ProfS)**

If you normally walk or cycle to or from work at the University and you are required to travel to or from work during the hours of darkness, and no public transport is available, and where your employer considers your safety warrants use of a taxi, this may be authorised and the fare paid by your employer.

3.7 **CALL BACKS (ProfS)**

3.7.1 Where you are required by your employer to attend the University’s business, either after you have completed your ordinary hours of work or before your normal time of starting work and you do not continue working until such normal starting time (hereinafter referred to as a “call back”), you may choose to be paid either overtime or shall receive time off in lieu thereof.

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

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

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

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

3.8 **MINIMUM BREAK BETWEEN SPELLS OF DUTY (ProfS)**

3.8.1 A break of at least nine continuous hours must be provided wherever possible between any two periods of duty of a full shift or more. This requirement to provide a break wherever possible applies whether or not any additional payment will apply.

3.8.2 If a call back of less than a full shift is worked between two periods of duty of a full shift or more a break of nine continuous hours must be provided either before or after the call back. If such a break has been provided before the call back it does not have to be provided afterwards as well.

3.8.3 Periods of a full shift or more include:

- periods of normal rostered work; or
- periods of overtime that are continuous with a period of normal rostered work; or
- full shift of overtime/call back duty.

3.8.4 Except as provided in clause 3.8.5, if a break of at least nine continuous hours cannot be provided between periods of qualifying duty, the duty is to be regarded as continuous until a break of at least nine continuous hours is taken and it shall be paid at overtime rates.
3.8.5 The payment provisions will not apply in any case where the result would be to give you a lesser payment than you would otherwise have received.

3.8.6 Time spent off duty during ordinary hours solely to obtain a nine-hour break shall be paid at ordinary time rates. Any absence after the ninth hour of such a break, if it occurs in ordinary time, shall be treated as normal absence from duty.
PART 4: REMUNERATION

4.1 REMUNERATION (Aca&ProfS)

4.1.1 Your salary shall be paid by way of cheque or by direct credit to a bank account fortnightly.

4.2 DEDUCTIONS (Aca&ProfS)

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

4.3 PROFESSIONAL SERVICES STAFF SALARY SCALES (ProfS)

Effective from 16 February 2015

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Standard Increment*</th>
<th>Job Evaluation Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade A</td>
<td>$26,492</td>
<td>$37,802</td>
<td>$1,196</td>
<td>Up to 100</td>
</tr>
<tr>
<td>Grade B</td>
<td>$28,650</td>
<td>$41,853</td>
<td>$1,321</td>
<td>101-120</td>
</tr>
<tr>
<td>Grade C</td>
<td>$31,444</td>
<td>$46,579</td>
<td>$1,375</td>
<td>121-140</td>
</tr>
<tr>
<td>Grade D</td>
<td>$35,642</td>
<td>$52,653</td>
<td>$1,547</td>
<td>141-160</td>
</tr>
<tr>
<td>Grade E</td>
<td>$39,828</td>
<td>$58,731</td>
<td>$1,576</td>
<td>161-190</td>
</tr>
<tr>
<td>Grade F</td>
<td>$46,821</td>
<td>$66,157</td>
<td>$1,611</td>
<td>191-230</td>
</tr>
<tr>
<td>Grade G</td>
<td>$55,554</td>
<td>$78,980</td>
<td>$1,802</td>
<td>231-270</td>
</tr>
<tr>
<td>Grade H</td>
<td>$65,333</td>
<td>$91,808</td>
<td>$2,036</td>
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</tr>
<tr>
<td>Grade I</td>
<td>$77,901</td>
<td>$104,632</td>
<td>$2,056</td>
<td>Over 311</td>
</tr>
</tbody>
</table>

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

Effective from 15 February 2016

<table>
<thead>
<tr>
<th>Grade</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Standard Increment*</th>
<th>Job Evaluation Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade A</td>
<td>$28,763</td>
<td>$38,256</td>
<td>$1,210</td>
<td>Up to 100</td>
</tr>
<tr>
<td>Grade B</td>
<td>$28,994</td>
<td>$42,355</td>
<td>$1,337</td>
<td>101-120</td>
</tr>
<tr>
<td>Grade C</td>
<td>$31,821</td>
<td>$47,138</td>
<td>$1,392</td>
<td>121-140</td>
</tr>
<tr>
<td>Grade D</td>
<td>$36,070</td>
<td>$53,285</td>
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<td>141-160</td>
</tr>
<tr>
<td>Grade E</td>
<td>$40,306</td>
<td>$59,436</td>
<td>$1,595</td>
<td>161-190</td>
</tr>
<tr>
<td>Grade F</td>
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<td>$66,951</td>
<td>$1,630</td>
<td>191-230</td>
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<td>Grade G</td>
<td>$56,221</td>
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<tr>
<td>Grade H</td>
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<tr>
<td>Grade I</td>
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<td>$105,888</td>
<td>$2,081</td>
<td>Over 311</td>
</tr>
</tbody>
</table>

* The standard increment for each grade will be adjusted in accordance with any agreed increase to the scales above.
Massey University Individual Employment Agreement

Effective from 13 February 2017

<table>
<thead>
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<th>Grade</th>
<th>Minimum</th>
<th>Maximum</th>
<th>Standard Increment*</th>
<th>Job Evaluation Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade A</td>
<td>$28,763</td>
<td>$38,830</td>
<td>$1,228</td>
<td>Up to 100</td>
</tr>
<tr>
<td>Grade B</td>
<td>$29,429</td>
<td>$42,990</td>
<td>$1,357</td>
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<td>$107,476</td>
<td>$2,112</td>
<td>Over 311</td>
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* The standard increment for each grade will be adjusted in accordance with any agreed increase to the scales above.

4.4 **JOB EVALUATION (ProfS)**

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

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

4.4.3 A position may be re-evaluated in circumstances where substantial changes have occurred. A request for re-evaluation may be made by your manager or by you through your manager and forwarded to the People and Organisational Development Section for processing.

4.5 **PLACEMENT AND PROGRESSION (ProfS)**

When your position has been evaluated and the grading approved by your employer, and where your current salary level is:

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

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

4.5.2 **Below the Maximum Level for the Evaluated Grade:**

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

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

You will have your current salary protected.

4.6 **CONDITIONS OF PROGRESSION (ProfS)**

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

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

4.7.1 (a) All salaries within the range of a grade shall be reviewed annually on either the anniversary date of appointment or anniversary date of the most recent increase.

(b) The salary review shall be carried out in consultation with you usually within six weeks prior to the anniversary date.

(c) The completed salary review form shall be forwarded by your manager to the People and Organisational Development Section for action.

(d) If you are absent on paid leave (other than parental leave) for a period exceeding 3 months, your anniversary date shall be altered accordingly.

(e) If you are absent on parental leave, normal progression time through the grade is not affected. The salary review shall be carried out at an appropriate time with effect from the existing anniversary date.

(f) Any disagreement arising from this procedure shall be dealt with in accordance with Part 10 of this Agreement.

4.8 **PERFORMANCE PAYMENTS AND PROCEDURES (ProfS)**

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

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

(a) A request for an accelerated increase is made at the time of the salary review.

(b) Applications are to be made on the salary review form and require the approval of the Pro Vice-Chancellor (or nominee). The Pro Vice-Chancellor (or nominee) may seek additional information to ensure decisions made are consistent and equitable.

(c) An accelerated increase will be within the range of $500 to $1,500.

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

(a) A request for a one-off, lump sum payment can be made by your manager, or by you through your manager.

(b) Applications will require the approval of the Pro Vice-Chancellor (or nominee). The Pro Vice-Chancellor (or nominee) may seek additional information to ensure decisions made are consistent and equitable.

(c) A bonus payment will be no more than one thousand dollars gross ($1,000).

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

(a) A request for a one-off, lump sum payment can be made by your manager or by you through your manager on the completion of the special project or additional activity.

(b) Applications will require the approval of the Pro Vice-Chancellor (or nominee). The Pro Vice-Chancellor (or nominee) may seek additional information to ensure decisions made are consistent and equitable.

(c) A bonus payment will be no more than one thousand dollars gross ($1,000).
## 4.9 **Salary Scales (Aca)**

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Step 4  48,325  48,905  49,639  

Postdoctoral Fellow:  
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Step 2  69,439  70,272  71,326  
Step 3  71,758  72,619  73,708  
Step 4  74,075  74,964  76,088  
Step 5  76,391  77,537  78,700  
Step 6  78,709  79,654  80,849  
Step 7  81,026  81,998  83,228  

4.10 SALARY PROGRESSION (Aca)

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

4.10.1.1 If you are an Assistant Lecturer/Junior Research Officer, Postdoctoral Fellow or Veterinary Resident your salary progression shall be by single annual increments until the top of the relevant scale is reached. Progression shall be dependent on satisfactory performance, as assessed according to the criteria set out in the annual salary review form.

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

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

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

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

4.10.2.3 You may apply for acceleration up the relevant scale through the Academic Promotion process.

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

4.10.2.5 For senior tutors progression over the bar will be on merit.

4.10.3 SALARY PROGRESSION - SENIOR LECTURER AND SENIOR PRACTICING VETERINARIAN/PROFESSIONAL CLINICIAN (Aca)

4.10.3.1 Senior Lecturer and Senior Practicing Veterinarians/Professional Clinician Range of Rates (Aca)

If you are promoted to or appointed to the Senior Lecturer or the Senior Practicing Veterinarian/Professional Clinician grades, you will have your salary positioned within Range 1 of the range of rates specified in clause 4.9 of this Agreement. If you were promoted from the Lecturer or Practicing Veterinarian/Professional Clinician range you will normally have your salary placed at or near the bottom point of this range. Progression through this range will be in accordance with the principles and criteria set out in clause 4.10.3.3 below.
4.10.3.2 Employees at the Senior Lecturer, or Senior Practicing Veterinarian/Professional Clinician Bar (Aca)

(a) The top of Range 1 shall constitute the Senior Lecturer, and Senior Practicing Veterinarian/Professional Clinician bar (‘Career Grade’).

(b) Movement across the bar into Senior Lecturer Range 2, or Senior Practicing Veterinarian/Professional Clinician Range 2, and progression within Range 2 is on merit and requires evidence of exceptional service. Consideration of such progression is according to the procedure governing Academic Promotions.

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

(a) All salaries below the maximum for Senior Lecturer Range 1 and Senior Practicing Veterinarian/Professional Clinician Range 1 will be reviewed annually. Adjustments arising from this review will take effect on the anniversary of the date of first appointment to Senior Lecturer, or Senior Practicing Veterinarian/Professional Clinician, or last salary adjustment.

(b) Progression within Senior Lecturer Range 1, or Senior Practicing Veterinarian/Professional Clinician Range 1 shall be dependent on satisfactory performance, as assessed according to the criteria set out in the annual salary review form.

(c) Provided that performance is satisfactory, progression from the minimum to the maximum of Senior Lecturer Range 1, or Senior Practicing Veterinarian/Professional Clinician Range 1 can be expected to take six years.

(d) Accelerated progression through Senior Lecturer Range 1, or Senior Practicing Veterinarian/Professional Clinician Range 1 occurs through the academic promotion process.

(e) Time taken to progress through the Range shall increase if, for any 12-month period, satisfactory performance is not achieved.

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

(a) If you are a Tutor, Senior Tutor, English Language Teacher, Senior English Language Teacher, Lecturer, Senior Lecturer, Practicing Veterinarian/Professional Clinician or Senior Practicing Veterinarian/Professional Clinician subject to salary review, your performance shall be assessed by your employer, according to the criteria incorporated in the annual salary review form, at an appropriate time prior to the anniversary of your appointment to the position.

(b) If your overall performance is deemed satisfactory, your employer shall recommend to the Vice-Chancellor or nominee that a salary increase be made.

(c) If your performance is deemed to be unsatisfactory, it shall be incumbent upon your employer to identify areas considered unsatisfactory and ensure a programme and timetable is put in place for rectification of the identified performance problem(s). At the end of the timetabled period a further review will take place and if satisfactory performance has then been achieved, the normal salary increase will be awarded at that date. This procedure will not normally alter the date of subsequent reviews.

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

4.10.5 SALARY PROGRESSION - ASSOCIATE PROFESSORS (Aca)

4.10.5.1 If you are an Associate Professor your salary will be assessed and approved by the relevant Pro Vice-Chancellor and reviewed by the Vice-Chancellor, based upon recommendations forwarded by the Pro Vice-Chancellor of the appropriate Colleges. Each Pro Vice-Chancellor will be free to undertake any independent investigation or assessment thought to be necessary to establish special merit.

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

(a) Continuing evidence of exceptional and meritorious qualities of the kind expected of an Associate Professor;

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

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

If you are a Professor your salary will be assessed and approved by the relevant Pro Vice-Chancellor and reviewed by the Vice-Chancellor, taking into consideration a report by the Pro Vice-Chancellor of the appropriate College. The salary range is designed to enable recognition and encouragement of merit and service. Progress is not to be automatic.

4.11 **DISCRETIONARY PAYMENTS (Aca)**

4.11.1 Your employer may from time to time grant certain additional, non-superable payments or allowances in recognition of:

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

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

4.11.2 When such discretionary payments are awarded to you, you will be informed by the People and Organisational Development Section of the amount of the payment, the period over which it is to be paid, and, where applicable, the process by which the payment may be subsequently abated.

4.12 **PROMOTIONS (Aca)**

4.12.1 Each year your employer will send the Academic Promotions Handbook to all Academic staff eligible for promotion.

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

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

4.13.2 When staff are called upon to use tikanga Maori and or te reo in addition to their normal role the demands on workload and release from normal duties shall not be excessive.
PART 5: STAFF DEVELOPMENT

5.1 PERFORMANCE REVIEW AND PLANNING (Aca&ProfS)

The Performance and Development Planning (PDP) process aims to help you review and improve the performance of your duties and to identify career and professional development opportunities for the following year. You shall have an annual interview prior to the beginning of the academic year. The interview will result in the production of a report comprising two parts: a Performance and Development Plan Review of the past year and a Performance and Development Plan covering requirements for the coming year.

5.2 STAFF STUDY (Aca&ProfS)

5.2.1 ELIGIBILITY FOR FEE CONCESSION FOR MASSEY UNIVERSITY STUDY (Aca&ProfS)

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

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

5.2.1.2 If you are on a fractional appointment undertaking approved study Massey University, that study may be met by your employer. Such fees would be met on a pro-rata basis.

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

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

5.2.1.5 Notwithstanding clause 5.2.1.1, you may have normal enrolment fee, students’ association and student counselling fees applicable to Massey University students waived.

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

5.2.2 APPROVED MASSEY UNIVERSITY STUDY FOR ELIGIBLE PROFESSIONAL SERVICES STAFF (ProfS)

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

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

5.2.3.1 Your employer will meet the tuition fees for approved internal or extramural study towards one qualification at a time, provided the amount of study being undertaken does not impinge upon your ability to carry out your paid duties. Employers will grant approval for professional development time that would enable you to attend classes and sit examinations which take place during your normal hours of work. You will be entitled to a half day for preparation and a half day for sitting of an examination. Your employer will also grant reasonable time off to attend classes or field trips as courses require, provided
this time can be accommodated without detriment to your paid duties. Such time off shall not be unreasonably withheld.

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

5.2.4.1 Except as stated in clause 5.2.3.1, if you are an academic staff member who meets the criteria for PhD candidature, you may enrol for a PhD at Massey University with the permission of your employer. In the knowledge that it is in the interests of the University to have highly trained staff, employers are encouraged, subject to teaching commitments being met, to assist eligible academic staff to study for their PhD while continuing with academic duties.

5.2.4.2 Tutors, Senior Tutors, Practicing Veterinarian/Clinician, and Senior Practicing Veterinarian/Clinician are not usually eligible to undertake PhD study at the employer’s expense.

5.2.4.3 In circumstances which make it too difficult for you as a permanent employee to complete the PhD while performing your academic duties, your employer may make application to the Pro Vice-Chancellor for special arrangements to be made. These will require the following:

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

5.2.5 **STUDY AT OTHER TERTIARY INSTITUTIONS (Aca&ProfS)**

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

5.2.5.2 **PhD Study at Other Universities:** Where you wish to enrol for a doctorate at another institution, prior permission must be obtained from your Head of Department or equivalent.

5.2.6 **OTHER EXTERNAL COURSES (Aca&ProfS)**

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

5.2.7 **PROFESSIONAL FEES AND REGISTRATIONS (Aca&ProfS)**

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

5.3 **RESEARCH LEAVE (ACA)**

5.3.1 All regulations governing Research Leave and the entitlements, duties and obligations of the employee are set out in the Research, Teaching, Study and Professional and Organisational Periods/Duties Overseas and in New Zealand Guidelines. The most recent edition of these guidelines shall form an integral part of this Agreement and can be found at [http://policyguide.massey.ac.nz](http://policyguide.massey.ac.nz).

5.3.2 When amendments are made, a new edition of the Research, Teaching, Study and Professional and Organisational Periods/Duties Overseas and in New Zealand Guidelines shall be published and made available to you. This revised edition shall then supersede the previous edition as the prevailing set of conditions governing Research Leave.
6.1 AUTHORIZED TRAVELLING ON UNIVERSITY BUSINESS IN NEW ZEALAND (Aca&ProfS)

The provisions of clause 6.1 shall not apply if you are undertaking fieldwork. You 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 your residence, whichever is the earlier, to the time of return to the University or your residence, whichever is the earlier.

6.1.1 PERIODS OF LESS THAN 24 HOURS (Aca&ProfS)
6.1.1.1 Where you leave and return to your place of work on the same day your employer may approve payment of actual and reasonable expenses above the day to day work related expenses.
6.1.1.2 Where the period is less than 24 hours but is overnight, either actual and reasonable expenses or an incidenitals allowance of $8.51 effective 1 January 2016 is payable but not the travelling expenses in clause 6.1.2 below.

6.1.2 PERIODS IN EXCESS OF 24 HOURS (Aca&ProfS)
The following expenses shall be paid when travelling in New Zealand on University business for periods in excess of 24 hours:
(a) Accommodation: Reimbursement of costs of accommodation on an actual and reasonable basis on presentation of original receipts.
(b) Living Costs (including meals): For each 24-hour period a living cost of $73.77 effective 1 January 2016 will be paid. For each further period of 12 hours up through to 24 hours, a living allowance of $36.89 effective 1 January 2016 will be paid. Where your employer pays for the cost of any meals either directly or indirectly by way of re-imbursement (e.g. paid on Massey credit card, charged back to Orbit Travel or as part of event registration fees) the amount of those meals will be deducted from the living cost to be paid to you.
(c) Employees Staying Privately: If you stay privately you may be paid a living allowance of $92.22 effective 1 January 2016 for each complete absence of 24 hours. This includes accommodation expenses. No payment will be made for periods of less than 24 hours.
(d) The allowances/expenses described in clause 6.1.1 are not payable if reimbursement is paid for under clause 6.1.2.

6.1.3 OVERSEAS TRAVEL (Aca&ProfS)
If you are required by your employer to travel overseas on University business you will be reimbursed on an actual and reasonable basis. Production of receipts of expenditure will be required. If you travel overseas under this provision you will not be eligible for the provisions of clause 5.3 of the Agreement.

6.2 MOTOR VEHICLE EXPENSES (Aca&ProfS)
6.2.1 Where the use of a private vehicle for official business has been approved, you shall be paid a motor vehicle allowance in accordance with rates specified by the Inland Revenue Department at the time this Agreement came into force. A motor vehicle allowance will normally only be paid for authorised short local trips, where the hire of a rental car would be clearly inappropriate. A motor vehicle allowance will also not be paid where it is reasonable and practicable to use a University fleet vehicle.
6.2.2 Where a private vehicle is used and the cost of a suitable and available rental car would have been less you will be reimbursed at the economy rental car rate plus $13.17 per 100 km petrol reimbursement effective 1 January 2016.
6.2.3 The motor vehicle allowance includes an element to cover insurance therefore insurance on private motor vehicles is your responsibility. However, your employer will cover the cost of any insurance excess, up to a maximum of $400, which you may have to pay in the event of an accident while using your own vehicle on official University business.
6.2.4 Traffic Infringement fines resulting from driver error are the personal responsibility of the driver. Any such fines incurred in a vehicle provided by the University must be met by you.

6.3 **FIELD WORK AND ALLOWANCES (ProfS)**

6.3.1 For the purpose of this Agreement, fieldwork shall mean:

(a) **A day field trip**: which does not necessitate you being away from your place of residence overnight;

(b) **A field trip**: which necessitates you being away from your place of residence for one night or more, up to 20 consecutive nights;

(c) **An expedition**: which necessitates you being away from your place of residence for more than 20 consecutive nights.

6.3.2 You have the right to object to undertaking field trips and expeditions on reasonable grounds. Your employer undertakes to adequately consider your reasonable objection to field trips and expeditions and wherever possible to give reasonable notice of the field trip or expedition.

6.3.3 If you undertake field work of any kind covered by clause 6.3.1 you shall be provided with equipment and special clothing deemed by your employer to be necessary for the field work, and such equipment or special clothing shall remain the property of your employer. If you wish to provide your own special clothing for reasons of comfort or convenience, you may do so, provided your employer approves the clothing to be suitable in terms of Heath and Safety. You may be paid a lump sum agreed upon by you and your employer to recognize the use of private equipment.

6.3.4 It shall be the duty of your employer to take all reasonable steps to ensure that all equipment and clothing supplied at any time during field work is in a safe working condition, and that where necessary you are given adequate instruction in its proper use.

6.3.5 Where you are engaged on a field trip or expedition you shall be provided with suitable food and transport or shall be reimbursed the actual reasonable costs thereof. Where you are engaged on a field trip you shall be entitled to accommodation of a reasonable standard appropriate to the circumstances. Where necessary, you may be given an advance against expenses.

6.3.6 Where you are engaged on a day trip you shall be entitled to time-off, in lieu of overtime, on the basis of one hour for each hour of overtime worked.

6.3.7 Where you are engaged on a field trip you shall be entitled to one day’s time off in respect of each day worked on that field trip which would normally be your day off, to be taken at a time mutually convenient to you and your employer.

6.3.8 Where you are engaged on an expedition you shall not be entitled to overtime or time-off in lieu.

6.3.9 Where you are engaged on a field trip or an expedition you shall be paid the incidentals allowance at the rate of $8.51 per day effective 1 January 2016 per day.

6.3.10 The terms and conditions applicable to expeditions shall be determined in each case prior to the commencement of the expedition. It is recognised by the parties that each expedition is to be treated on its merits as a separate case.

6.4 **MORNING TEA, LUNCH AND AFTERNOON TEA (ProfS)**

You are to receive free tea, coffee, milk and sugar for morning, lunch and afternoon tea breaks, providing that in any situation where it is impracticable to supply the ingredients an allowance of $72.63 per annum or $1.86 per week effective 1 January 2016, shall be paid in lieu thereof.

6.5 **ON CALL DUTY ALLOWANCE (ProfS)**

6.5.1 Where you are required by your employer to be on-call during off-duty hours and are required to be available on campus within a specified time of receiving a call, then the following allowances shall be payable:

(a) On-call Monday to Friday (other than a Public Holiday) outside of ordinary hours of work - either one hour time off in lieu or payment of one hour at ordinary time rate for each night or any part thereof.

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

6.5.2 Where a voluntary system of on-call duty operates for off duty hours and you are not required to restrict your activities during off duty hours, then appropriate provisions for recognising such arrangements will be negotiated by you and your employer and if applicable, your employee representative.

6.5.3 Where you are required by your employer to be rostered on-call and are required to have a telephone in your private residence for on-call purposes, the full monthly line rental and the full monthly telephone rental shall be reimbursed. Except that this payment shall not be made where your employer supplies a cellular phone for on-call purposes.

6.6 **HIGHER DUTIES ALLOWANCE (ProfS)**

6.6.1 Your employer may approve payment of a higher duties allowance to you if you are required to undertake the full duties and responsibilities of a higher graded position during the temporary absence of the occupant of that position, and to competently discharge those higher duties. Payment at a lesser rate may be approved for you if you are required to undertake only some of the duties and responsibilities of a higher graded position.

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

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

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

6.6.5 When you are promoted to a position that you have previously undertaken full duties and responsibilities of and been paid a higher duties allowance for, then the appointment to that position may be backdated to the date that the higher duties were taken up.

6.6.6 The period for which a Higher Duties Allowance is paid will not normally exceed 13 months.
PART 7: HOLIDAYS & LEAVE

7.1  ANNUAL LEAVE (Aca&ProfS)

7.1.1 Annual leave is regarded as essential to staff welfare and in the interests of both you and your employer. Annual leave must be arranged in consultation with your employer. Your wishes concerning the timing of leave will be met as far as possible. However, where a date convenient to your employer cannot be agreed with you, your employer may decline to grant leave or may direct you to take leave at another time.

7.1.2 Unless you are a Graduate Assistant you are entitled to paid annual leave of four weeks in each year, not including public holidays and the University holidays taken between Christmas and New Year, and Easter Tuesday. If you work part time you are entitled to paid annual leave calculated on a pro-rata basis.

7.1.3 If you are a Graduate Assistant appointed for a one year term you will be paid in lieu of annual leave 8% of salary at the end of your employment in accordance with the Holidays Act 2003. Graduate Assistants appointed for two or three year terms have an entitlement of 20 days annual leave per year and are expected to take their leave at the end of each year. Any leave not taken will be paid on the expiry of the Agreement.

7.1.4 Leave should be taken on an annual basis and not accumulated. With the written approval of your employer you may take annual leave as it is accrued.

7.1.5 If you resign or your employment terminates, any annual leave not taken will be paid.

7.1.6 ACADEMIC STAFF

7.1.6.1 Annual leave should normally be taken at times which do not interfere with your commitments to teaching. Therefore, annual leave will not normally be granted during teaching semesters.

7.1.6.2 University Duties Overseas of extended duration (i.e. greater than three months) is considered to contain an element of annual or recreational leave. The annual leave entitlement for the year subsequent to the one in which this period of University Duties Overseas was begun will be reduced proportionate to the fraction of the year (in completed months greater than three months) taken up by the University Duties Overseas. Any leave remaining untaken from the previous year’s entitlement will be carried over in this instance to the subsequent year.

7.2  PUBLIC HOLIDAYS (Aca&ProfS)

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

7.2.2 WORK ON PUBLIC HOLIDAYS (Aca & ProfS)

7.2.2.1 Where you are requested to work on any of the public holidays set out in 7.2.1 above and you agree, you shall receive payment at the rate of time and a half for the hours worked. If the holiday would otherwise be a working day for you, you will receive an alternate holiday to be taken in accordance with the Holidays Act 2003.

7.3  UNIVERSITY HOLIDAYS (Aca&ProfS)

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

7.3.2 WORK ON UNIVERSITY HOLIDAYS (ProfS)

If you are requested by your employer to work on a University Holiday, you shall be paid for any hours worked at your ordinary hourly rate and in addition you shall be entitled to a substitute day off in lieu, or part thereof for all ordinary hours worked, and this time shall be taken as soon as practicable but within four weeks. Where time off in lieu is unable to be taken within four weeks, your employer and you may agree to make payment for ordinary hours worked at the rate of T1.
7.4 **HOLIDAYS FALLING DURING LEAVE OR TIME OFF (Aca&ProfS)**

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

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

7.5 **INJURY/SICK LEAVE (Aca&ProfS)**

7.5.1 The purpose of sick leave is to enable you to continue to be paid when by reason of injury or illness, you are prevented from attending to your normal duties. It is to be administered fairly by management and utilised responsibly by you as a staff member of the University.

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

7.5.3 You are entitled to sick leave on pay on an “as and when required” basis, except in your first year of service. Sick leave entitlements are subject to the following provisions:

(i) All new employees are entitled to a maximum of 10 days sick leave on pay during the first year of service. Your employer may, at its discretion, consider an application for further paid sick leave during this period.

(ii) Where it is considered that your performance may be impaired by a possible medical condition, you may be required by your employer to undergo an examination by a registered medical practitioner. Your employer reserves the right to require a specialist medical practitioner’s examination and report in specific cases. Should you be found unfit to perform your full duties you may be placed on sick leave in accordance with clause 7.5. The cost of the medical examination will be met by your employer.

(iii) You should notify absence due to illness to your employer whenever possible within 30 minutes of normal starting time. A medical certificate will be required for all absences in excess of five consecutive days, and may be required for absences of shorter periods.

(iv) Where you are in direct receipt of earnings related compensation from ACC then injury/sick leave shall be leave without pay. This will occur if you decide to receive, or ACC decides to pay, earnings related compensation directly to you.

(v) Where long term absence due to illness or injury is involved and it seems unlikely that you will be able to resume full duties within a reasonable period, your employer may, after consultation with the appropriate People and Organisational Development staff and you and/or your representative, give consideration to your retirement on medical grounds (where applicable), or an extended period of leave on reduced pay or without pay, or termination of employment. Each case will be dealt with on its merits.

(vi) Where there are frequent patterns of short term absence due to illness or injury and it seems unlikely that you will be able to resume full duties within a reasonable period, your employer may, after consultation with the appropriate People and Organisational Development staff and you and/or your representative, give consideration to your retirement on medical grounds (where applicable), or an extended period of leave on reduced pay or without pay, or termination of employment.

(vii) When sickness occurs during annual or long service leave, your employer will permit the period of sickness to be recorded as sick leave provided a medical certificate is produced.

(viii) If you are professional services staff, any entitlement to paid injury/sick leave that existed as at 31 December 1998 will be deemed to be progressively reduced as sick leave is granted under clause 8.5.

(ix) To ensure that you are not disadvantaged under or do not abuse the new scheme, the implementation of the sick leave provisions shall be monitored.

7.5.4 This leave is inclusive of the sick leave provisions of the Holidays Act 2003.
7.5.5 All payments made to you or on your behalf by your employer in relation to accidents/injuries, whether relating to the first week compensation or otherwise, shall be treated as advances of salary to be recoverable at the discretion of your employer should coverage ultimately be rejected or benefits received directly from ACC. The method and rate of repayment will be as agreed between you and your employer. Any outstanding monies owed may be deducted from your final pay (including holiday pay) upon termination of employment.

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

7.6 **BEREAVEMENT/TANGIHANGA LEAVE (Aca&ProfS)**

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

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

(a) The closeness of the association between you and the deceased, which association need not be a blood relationship;
(b) Whether you have 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) The need to make a decision as quickly as possible so that you are given reasonable time to make any necessary arrangements.

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

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

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

7.7 **LONG SERVICE LEAVE (ProfS)**

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

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

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

<table>
<thead>
<tr>
<th>Duration of Continuous Service</th>
<th>Number of Days</th>
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<tbody>
<tr>
<td>After 10 years’ continuous service</td>
<td>10 working days</td>
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<tr>
<td>After 15 years’ continuous service</td>
<td>15 working days</td>
</tr>
<tr>
<td>After 20 years’ continuous service</td>
<td>20 working days</td>
</tr>
</tbody>
</table>
After 25 years’ continuous service
20 working days

After 35 years’ continuous service
20 working days

After 40 years’ continuous service
25 working days

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

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

After 15 years’ continuous service
10 working days

After 25 years’ continuous service
15 working days

After 35 years’ continuous service
20 working days

After 40 years’ continuous service
25 working days

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

(a) One holiday of two weeks after the completion of 15 years’ service with the Employer.

(b) One holiday of three weeks after the completion of 25 years’ service with the Employer.

(c) One holiday of four weeks after the completion of 35 years’ service with the Employer.

7.7.6
Where your service has already been counted for a previous entitlement to long service (whether with your current employer or any other employer), that service shall not be included in calculations for any further long service leave entitlement.

7.8 **RETIREMENT (Aca&ProfS)**

7.8.1 You and your employer agree that retirement means permanently withdrawing from the regular paid workforce.

These provisions will not exclude retired employees from being re-employed by Massey University on a fixed term basis.

7.8.2 If you wish to retire you are required to give notice in accordance with the provisions of clause 2.1 of this contract.

7.8.3 All staff retiring from the University may continue to have access to the University Library subject to the rules and regulations of the University Library.

7.9 **RETIREMENT LEAVE / GRATUITY ENTITLEMENTS (Aca&ProfS)**

7.9.1 Your employer will grant you a retiring gratuity after 10 years continuous service, and where you request, your employer may consider paying this entitlement as retiring leave. Your employer reserves the right to consider on the merits of the case of an employee with less than 10 years’ service, but would normally expect the qualifying service to be continuous.

7.9.2 Service for the purpose of retirement leave/gratuity entitlement and calculation, means unbroken full-time or part-time employment with the University, together with service you may have at the Wellington Polytechnic or the Palmerston North College of Education prior to their respective mergers with the University provided it is continuous with service with your employer. Except:

(a) If you are an academic staff member, only five years of service with the Wellington Polytechnic or the Palmerston North College of Education will be recognised for the purposes of entitlement to retirement leave/gratuity entitlements

(b) If you were employed prior to 1 February 1999 by the University, service also includes any other service as an employee at other New Zealand Universities prior to joining Massey University, provided all service is continuous.

(c) Retirement leave does not count as service; service for retirement leave purposes is to be reckoned up to and including the last day of work plus any annual or long-service leave due.

(d) In determining the period of service, your employer may deduct periods of leave without pay exceeding 3 months in total.
7.9.3 If you are a part-time employee you will have retirement gratuities or leave calculated on a pro-rata basis.

7.9.4 Your employer may approve a cash grant in lieu of retiring leave to your surviving partner, or, if there is no surviving partner, to any dependent, in the event of your death.

7.9.5 Retirement leave commences from the working day following the last day of duty. Where annual leave or long service leave is due, the retirement leave commences from the working day following expiry of such leave.

7.9.6 Where your service has already been counted for a previous entitlement to retirement leave (whether with the University or any other employer), that service shall not be included in calculations for any further retirement leave or gratuity entitlement.

**ACADEMIC STAFF**

7.9.7 If you are a retiring member of the academic staff, your retirement leave or a gratuity is calculated normally on the basis of three months’ salary after 10 years continuous service, increasing by two weeks for every additional year of service with a maximum allowance equivalent to six months’ salary.

7.9.8 In special circumstances an early retirement gratuity of up to a maximum of six months salary may be negotiated. This gratuity would be in addition to any standard gratuity that may be payable under clause 7.9.7 above. The intention of this scheme is to benefit both you and your employer. In determining whether to pay the early retirement gratuity, your employer may take into account circumstances such as chronic illness.

**PROFESSIONAL SERVICES STAFF (ProfS)**

7.9.9 If you are a retiring member of the professional services staff, your retirement leave or a gratuity is calculated normally on the basis of the following provisions.

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

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<th>Years</th>
<th>Months</th>
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<td>39</td>
<td>125 126 126 127 128 129</td>
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<tr>
<td>40</td>
<td>131</td>
</tr>
</tbody>
</table>
If you were an employee in the Grounds Staff occupational group who took up duty with the employer prior to 1 January 1996, and has completed 10 or more years continuous service with the employer:

<table>
<thead>
<tr>
<th>Amount of Retiring Leave</th>
<th>Qualification Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>183 days</td>
<td>Completion of 40 years’ or more service</td>
</tr>
<tr>
<td>91 days plus one day for every two months’ service in excess of 25 years</td>
<td>Completion of 20 years’ service and age 60 or more</td>
</tr>
<tr>
<td>31 days plus one day for every two months’ service in excess of 10 years</td>
<td>Completion of 10 or more years’ service (but less than 20 years) and age 60 years or more</td>
</tr>
</tbody>
</table>

If you were an employee in the occupational groups of
- Administration and Clerical; Computer (Data Processing) and (Data Entry); Computer Programmers, Analysts, Systems Analysts, Systems Programmers and Consultants; Continuing Education Officers; General Services; Physical Recreation Officers; Secretary/Typists; Telephonists, who took up duties with the Employer prior to 9 March 1988; and
- Librarians’ who took up duties with the Employer prior to 15 December 1980; and
- Technicians’ who took up duties with the University prior to 12 December 1981; and
- Grounds who took up duty with the Employer prior to 1 January 1989,
three months’ salary after 10 years’ continuous service, increasing by two weeks for every additional year of service with a maximum equivalent to six months’ salary.

**7.10 DISCRETIONARY LEAVE (Aca&ProfS)**

7.10.1 Your employer may grant you Discretionary Leave with or without pay on such terms and conditions as are appropriate. Examples of reasons for which Discretionary Leave may be granted include:
- compassionate grounds
- Parliamentary Candidature
- and to allow you to care for your child, partner or family member who through illness becomes dependent on you, even if not a member of your household.

**7.11 LEAVE WITHOUT PAY (Aca&ProfS)**

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

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

7.11.3 Your employer will give sympathetic consideration to applications for leave without pay where your partner is also employed by the University, and you are taking University Duties Overseas.

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

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

7.12.2 In addition, this leave may be used by you to support the lodgment of a land claim made by your whanau, hapu or iwi.
7.13 **JURY SERVICE LEAVE (Aca&ProfS)**

Where you are called on for jury service, you will be entitled to special leave with pay. The fees and expenses paid by the Ministry of Justice may be retained by you.

7.14 **PARENTAL LEAVE (Aca&ProfS)**

EXPLANATORY NOTE: The Parental leave and Employment Protection Act 1987 and its amendments leave entitlements may be shared by both parents during a child’s first year of life. It may also be used by adoptive parents of a child under five years of age during the first year of the child’s life with the adoptive family. A Parental Leave Fact Sheet explaining your Parental Leave entitlements and a Parental Leave Application form is available from the People and Organisational Development Section of the Massey Website, or from the People and Organisational Development Section office. For further information regarding Parental Leave contact the People and Organisational Development Section, your union, or the Employment Relations Service (a division of the Ministry of Business, Innovation and Employment).

7.14.1 Except where stated to the contrary in this Agreement, parental leave shall be in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its amendments. You are reminded that the notice provisions of that Act require that:

- An employee intending to take parental leave is required to give at least three months notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner (or certified midwife) certifying the expected date of delivery. Special and medical circumstances will be taken into account.
- An employee absent on parental leave is required to give at least one month’s notice of their intention to return to duty.

7.15 **ADDITIONAL ENTITLEMENT AND ELIGIBILITY (Aca&ProfS)**

7.15.1 You are eligible for both the benefits under this Agreement and the benefits under the Government legislation.

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

7.15.3 If you have less than one year’s service with the University or it is less than one year since you have returned from your last period of parental leave from the University, unpaid leave of up to 26 weeks may be granted. Special or paternity leave are additional leave entitlements.

7.15.4 When you return from a period of extended parental leave, you may wish to work reduced hours for a period or take up a part-time position within the University. (Your employer will have regard to the University’s equal employment opportunities policy when exercising decision making powers in relation to such applications.)

7.15.5 Where you are entitled to Extended Parental Leave of 12 months in accordance with the Parental Leave and Employment Protection Act 1987 and its amendments, the first six weeks of your parental leave will be on pay. Provided that:

- If both you and your partner are employed in the University and are eligible for the payment, you are entitled to one and only one payment, and you may choose (after you 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, if you work less than full normal hours for a short period only, prior to confinement, you may have your case for full payment considered by your employer.
PART 8: RESTRUCTURING/REDUNDANCY PROVISIONS

8.1 INTENT OF PROVISIONS (Aca&ProfS)

Your employer recognises the serious consequences that the loss of employment can have on you and seeks to minimise the consequences by means of the following provisions. The principal aim of these provisions is to place you in an alternative position within the University.

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

8.2 CONSULTATION (Aca&ProfS)

8.2.1 You will be consulted by your employer as part of any review by your employer which is likely to result in significant changes to either the organisational structure, staffing or work practices affecting you. You will be entitled to be represented during the consultation process. Therefore, your employer will provide your representative with an opportunity to be involved in the consultation process on your behalf.

8.2.2 The aim of the consultation process is to endeavour to reach agreement on the nature of the change. It is hoped that this process will assist you and your employer to share your views on the current situation, the objectives of any change, the desired situation, and, if necessary, possible options for change. The consultation process will include:

(a) Your employer meeting with you and, your representative if you so wish.
(b) Your employer providing sufficient relevant information so that you can form a view.
(c) You being given an opportunity and reasonable time to make submissions/recommendations. You may make submissions/recommendations on your own behalf and/or through your representative.
(d) Your employer taking due notice of what you have to say. This includes any options for change provided to your employer by you or your representative being taken into account by your employer before making a final decision.

8.3 DECISION TO CHANGE (Aca&ProfS)

If a review results in a decision to make a change, then you are “affected” by the change and a surplus staffing situation will apply if:

- your employer requires a reduction in a category of employees; or
- you cannot be employed in your current position at your current salary level or work location; or
- the nature of your work will change significantly; or
- the employer makes any position redundant as a result of selling, transferring or contracting out all or part of its business in terms of section 69L of the Employment Relations Act 2000.

8.4 OPTIONS (Aca&ProfS)

When a surplus staffing situation exists, your employer will consult with you, and your authorised representative if you wish, on which of the following options may apply, and how it will be applied. The aim of this consultation is to endeavour to reach agreement.

8.4.1 PROTECTION OF EMPLOYEES AFFECTED BY THE TRANSFER OF BUSINESS (Aca&ProfS)

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

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

8.4.3 **Reconfirmation/Redeployment (Aca&ProfS)**

Your employer may either reconfirm you in the same or similar position, or redeploy you to an alternative position for which you are suitable.

8.4.4 **Reconfirmation (Aca&ProfS)**

8.4.4.1 The criteria for reconfirmation shall be as follows:

(a) The new job (description) is the same (or very nearly the same) as what you currently do; and

(b) The salary and the full time equivalency (FTE) for the new position is the same; and

(c) The new position has terms and conditions of employment (including career prospects) which are no less favourable;

8.4.4.2 Where your position is to be transferred into a new structure and/or the above criteria is met, and if you are the only employee who is a clear candidate for that position, then you will be confirmed in it.

8.4.4.3 In situations where there is more than one affected candidate, your employer will consult to reach agreement with the relevant employees on which of the following options will apply:

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

(b) the position will be advertised amongst the affected employees, with appointment made as per normal University appointment procedures.

8.4.4.4 If you meet the criteria and do not wish to be reconfirmed the only option available will be resignation.

8.4.4.5 If your position is to be transferred to another campus and meets the criteria for reconfirmation as set out in 8.4.4.1, you shall be offered the position as a reconfirmation under the provisions set out in 8.4.4.2 and 8.4.4.3 (whichever applies). You may, in reconfirmation on transfer circumstances only, elect not to be reconfirmed and remain eligible to access the remaining provisions of Part 8 of this agreement including redundancy. This provision will not apply in the case of a transfer between the Turitea and Hokowhitu sites within the Manawatu Campus.

8.4.4.6 Where you accept the offer of a reconfirmation on transfer, and would incur extra travel costs as a result, assistance with transfer expenses shall be provided in accordance with Appendix B. If you resign or are dismissed within 2 years of claiming transfer expenses associated with reconfirmation on transfer, you will be required to repay the University a portion of the transfer expenses calculated on a pro-rata basis. Repayment will be made by you prior to the termination of your employment or forthwith following termination. Where such a refund is payable, your employer may, without prejudice to its other remedies, deduct the amount of refund outstanding from any final payment of salary (including holiday pay) due to you. When determining whether to enforce this clause, following discussion with you, your employer will take into consideration your individual circumstances provided that you makes such circumstances known to your employer in writing.

8.4.5 **Redeployment (Aca&ProfS)**

8.4.5.1 Where reconfirmation is not feasible, you may be considered for redeployment where there are appropriate available positions. ‘Available positions’ are those known at the time of consideration of this option to be currently in existence or approved for or planned for in the immediate future.

8.4.5.2 In determining the suitable options for redeployment, cases will be dealt with on an individual basis, with a view to placing you in a position which requires similar skills. This may involve you undertaking some on-the-job training or attending training courses. Such training needs will be identified prior to you being redeployed.
8.4.5.3 Where you accept redeployment the following applies:

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

(i) An ongoing allowance for the next two years equivalent to the difference between the present salary and the new salary. This allowance is abated by any subsequent salary increases; or

(ii) A lump sum to make up for the loss of average earnings for the next two years; this is not abated by any subsequent salary increase. If you resign within the two year period you will be required to repay this amount on a pro-rata basis.

Except that where you contribute to the Government Superannuation Fund and you are within five years of your expected retirement you may elect to continue contributing at the previous higher salary rate and the University will pay the required contribution at that higher salary for up to five years.

(b) Where the new job has a FTE which is less than the FTE of the old job at time of redeployment, you will receive a severance payment (calculated in accordance with clause 8.5.3.4 on a pro-rata basis) for the difference in the FTE between the new job and the old job. The other options at clause 8.5.3 will not apply. Where the new part time job is also at a lower salary, you will also receive an equalisation allowance on a pro-rata basis to preserve the salary at the rate paid in the old job at the time of redeployment. The salary can be preserved in the ways outlined at sub clause 8.4.5.3(a)(i) and (ii) above.

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

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

8.4.5.4 You will not be required to accept redeployment outside the city boundaries of your current workplace.

8.4.5.5 When you are redeployed you may, within the first six months in the new position, terminate the arrangement, giving appropriate notice, and you will be paid any severance payment calculated under this agreement exclusive of service spent in the redeployed position. Any equalisation allowance paid during this period may be deducted from the severance payment. The parties agree to review this clause should any problems emerge with the application of this provision.

8.4.5.6 Redeployment does not preclude you from a redundancy payment for all service if the position to which you have been redeployed also becomes surplus to University requirements.

8.5 SURPLUS EMPLOYEES (Aca&ProfS)

If you are an affected employee not placed by Reconfirmation or Redeployment you are surplus from the date of notification of disestablishment of your position in writing from your employer.

8.5.1 NOTICE (Aca&ProfS)

8.5.1.1 The notification period will be three months except where it is extended or reduced by agreement between you (an authorised representative may act on your behalf) and your employer. Reduction in notice will not be unreasonably withheld where you are a surplus employee and you obtain employment outside of the University during this period.

8.5.1.2 Notwithstanding clause 8.5.1.1, where there are genuine operational reasons for consideration of this option, the Employer, after consultation with you, place you on special paid leave at any time during the notice period.

8.5.2 JOB SEARCH (Aca&ProfS)

From the time of notification of being surplus you will be allowed to take reasonable time (on full pay) to prepare a curriculum vitae, attend counseling, attend job interviews, and attend job training.

8.5.3 OPTIONS FOR SURPLUS EMPLOYEES (Aca&ProfS)

When a surplus staffing situation exists, your employer will consult you if you are affected, and your authorised representative if you so wish, on which of the following options may apply, and how it will be applied.
How the options will be applied, the appropriate timeframe, the types and levels of financial assistance, and other such details will be considered on a case by case basis.

Other options, or variations to the following options, may be agreed between your employer and you:

8.5.3.1 **Retraining (Aca&ProfS)**

Retraining involves a significant career move to another position in the University and some formal training. Salary and training expenses would not normally exceed the amount of the full severance payment.

Before retraining commences agreement will be reached on the criteria for any bond conditions, if necessary, and for placement in the University (location, job type, salary range etc).

8.5.3.2 **Interim Work (Aca&ProfS)**

Your employer may provide interim work for you pending an expected suitable vacancy. If the vacancy does not eventuate then the surplus employees provisions will apply.

8.5.3.3 **Leave With Pay (Aca&ProfS)**

Leave with pay can be agreed to allow you to pursue other job options inside or outside the University for an agreed time period. This leave with pay forms part of the severance payment and the portion used whilst on leave with pay will be deducted from any final severance payment. Leave with pay cannot exceed the amount of the full severance payment. You may not take up other work during the period on pay except for secondary employment already approved.

8.5.3.4 **Redundancy (Aca&ProfS)**

Where all the provisions and options contained in the previous clauses have not placed you as an affected employee, with the exception of 8.4.5.3(b), then you will be redundant. If redundancy is necessary, a severance payment will be paid according to the following formula:

(a) Upon leaving the University due to redundancy you shall receive one weeks’ ordinary pay for each
    two months worked where service is less than one year, and one weeks ordinary pay for every
    subsequent six months service to a maximum of 36 weeks.

Except that the redundancy compensation entitlement for:

(i) Former Palmerston North College of Education (“PNCOE”) staff, who were employed by
    the PNCOE at the date of the merger with Massey University (being 1 June 1996) and who
    have continuous service with PNCOE and Massey University, will be preserved as at 1
    August 1998 so that such employees retain any greater redundancy compensation payment
    that they would be entitled to at that date on the basis of the Employment Contract
    provisions that that employee had on 31 May 1996.

(ii) Former Wellington Polytechnic staff who were employed by Wellington Polytechnic at the
    date of the merger with Massey University (being 1 July 1999), and who have continuous
    service with the Wellington Polytechnic and Massey University, will be preserved as at 1
    January 2000 so such employees retain any greater redundancy compensation payment that
    they would be entitled to at that date on the basis of the employment contract provisions
    that the employee had on 30 June 1999.

(b) Where a pro-rated severance payment has been paid (in accordance with clause 8.4.5.3(b)) you
    will not have the pro-rated service that was compensated for through a severance payment taken
    into account for any future severance payment in the event that your position becomes redundant.

(c) Periods of approved leave without pay, including Parental Leave, shall not be considered to break
    a period of service but will be discounted in calculating the number of years of service.

(d) If you are on parental leave the calculations shall be based on the salary rate at the time of taking
    leave.

(e) Where you receive a severance payment and return to work at Massey University, you will not
    have service up until the date of severance counted again for any future severance payment in the
    event your position becomes redundant.
9.1 **Health and Safety (Aca&ProfS)**

9.1.1 Your employer will take all practicable steps to provide a safe and healthy workplace, in accordance with the Health and Safety Employment Act 1992 (HSEA). The University’s Health and Safety Policies and Procedures are as set out on the Health and Safety Website. If you use a VDU the Ministry of Business, Innovation and Employment’s Code of Practice for VDUs shall apply.

9.1.2 You are required by the HSEA to take all practicable steps not to cause harm to yourself or any other person in the course of your work.

9.1.3 In order to promote health and safety at work, your employer may, from time to time, require you to participate in relevant training courses and to co-operate in the identification, assessment and control of health and safety hazards in your workplace, and if necessary accident investigations.

9.1.4 In addition, you are required to report to your supervisor as soon as possible, any incident including musculo-skeletal discomfort which may result in injury at work.

9.1.5 Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by your employer and you will be instructed in their use. Grounds employees will be supplied with a swandri jacket, gumboots, gloves, coat and leggings as appropriate. Where justified by the nature of the work prescription hardened lenses shall be provided by your employer. Should a change in prescription require a change in lenses, then your employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required. Laundering or dry cleaning of all protective clothing shall be the responsibility of your employer and shall be carried out on a regular basis. If you suffer damage to clothing while wearing protective clothing you shall be financially reimbursed for the damage.

9.1.6 Where you are required to apply agricultural chemicals you must be supplied with appropriate protective clothing and equipment as recommended by the Department of Health and of no lesser standard than that provided for in the Noxious Substances Regulations Section 6-8. Such clothing must be worn by you.

9.1.7 Where you use organo-phosphate based pesticides for more than 30 hours per month, you should have regular blood tests, or where medical examinations are required for employees regularly engaged in spraying with toxic or noxious substances by the Noxious Substances Regulations, your employer shall meet the cost of such examinations.

9.1.8 You shall not be engaged on spraying operations in hothouses for a longer period than four hours on any one day.

9.1.9 If you are required to handle plant material that is still wet from having been sprayed with or dipped in agricultural chemicals you shall be issued with and shall wear waterproof gloves whilst so engaged.

9.1.10 You shall not be required to work in a greenhouse where the spraying of agricultural chemicals has occurred until such time as the sprayed surfaces have dried.

9.1.11 A first aid kit shall be kept on the premises in a readily accessible position in the event of accidents. Where your employer uses organo-phosphate based chemicals it shall arrange with a local medical facility to have available the antidotes and controls appropriate to such chemicals.

9.1.12 Grounds employees/cleaners shall be provided with one pair of steel-toe capped/safety footwear per annum or as needed.

9.1.13 You shall be under an obligation to undertake safety training and to make use of safety clothing and equipment provided by your employer. Repeated failure to do so shall constitute misconduct.

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

9.1.15 **Spectacles (Aca&ProfS)**

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

(a) Cost of the eyetest.
(b) Cost of standard single vision lenses or standard single vision replacement lenses. Alternatively your employer may meet the cost of contact lenses up to the level of the costs which might otherwise be paid for single vision spectacles.
(c) A contribution of $150.00 will be paid towards spectacle frames. Except that if you have current spectacles only the cost of the test and lenses shall be met by your employer.

9.2 REPORTING WORK-RELATED ACCIDENTS (Aca&ProfS)

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

9.2.2 All work related accidents and injuries must be notified to the University using the form found on the Massey University Policy Guide Website.

9.3 SUPERANNUATION (Aca&ProfS)

9.3.1 You are eligible to belong to UniSaver New Zealand in accordance with the requirements of the Scheme.

9.3.2 Where you are a contributor to the Government Superannuation Fund your employer will continue to operate in accordance with the Scheme.

9.4 COMPENSATION FOR DAMAGE TO CLOTHING (Aca&ProfS)

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

(a) where applicable, protective clothing was being worn at the time of occurrence of the damage
(b) the damage was not sustained because of your negligence
(c) all prescribed safety measures were observed
PART 10: GRIEVANCE & DISCIPLINARY PROCEDURES

10.1  RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS (Aca&ProfS)

10.1.1  GENERAL PRINCIPLES (Aca&ProfS)

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

Your employer and your authorised representative (where applicable) will be guided by the principles of natural justice, equity and the requirements of relevant legislation in dealing with all complaints.

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

10.1.2  DESCRIPTION OF SERVICES AVAILABLE (Aca&ProfS)

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

10.1.3  HARASSMENT PROCEDURES (Aca&ProfS)

Your employer treats harassment seriously and has procedures for dealing with complaints. These are contained in the Policy Guide.

10.2  DISCIPLINARY PROCEDURES (Aca&ProfS)

At any stage of the disciplinary warning procedure you have the right to representation and/or support from another employee, from legal counsel or from any other person or persons of your choosing.

10.2.1  UNSATISFACTORY PERFORMANCE (Aca&ProfS)

10.2.1.1  Where your performance in carrying out your duties is identified by your employer as being unsatisfactory, your employer should specify the nature of the problem and the remedies that are required.

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

10.2.2  MISCONDUCT (Aca&ProfS)

Misconduct is any behaviour on the professional or personal level which is alleged to contravene in a grave fashion the contractual Agreementual obligations of an employee, the rules and regulations of the employer, or codes of professional conduct or ethics. An allegation of such misconduct will be sufficient to initiate the disciplinary investigation procedure as set out in clause 10.2.

10.2.3  INVESTIGATION AND WARNING PROCEDURE (Aca&ProfS)

Where an unsatisfactory performance continues following the implementation of the process specified in 10.2.1 or where an allegation of misconduct is made by a competent authority, you shall be interviewed by the appropriate authority and invited to respond. If the response is judged to be unsatisfactory a formal warning may be given. This warning should specify the nature of the misconduct or unsatisfactory performance alleged, the remedial action required of you, and the time period allowed for such remedies to be implemented.
This warning will normally be a first written warning, except where the seriousness of the alleged conduct justifies proceeding immediately to a final written warning.

10.2.3.1 Final Written Warning

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

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

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

10.2.4 Serious Misconduct (Aca&ProfS)

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

10.2.4.2 Summary Dismissal: Where an investigation substantiates an allegation of serious misconduct, a process of summary dismissal may be justified. Such dismissals will be subject to the principles of natural justice.
APPENDIX A — University Workloads Policy and Procedures

UNIVERSITY WORKLOADS POLICY

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

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

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

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

Safe: means that all practical steps will be taken to minimise the hazards which could cause physical or mental harm to staff.

Department: the term department is used generically to apply to the terminology used to designate administrative units in the Colleges, and Services.

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

Policy Requirements and Delegations:
The Pro Vice-Chancellors and Assistant Vice-Chancellors will ensure that mechanisms for the allocation of workloads are implemented in the departments of the Colleges and Services for which they are responsible.

Following consultation with affected staff the heads of departments in the Colleges and Services will ensure that staff members are allocated workloads through an appropriate mechanism that is comprehensive and transparent. A guideline for such a mechanism is attached as Appendix 2.

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

The workload allocation mechanisms used by the departments will be ratified by the relevant senior manager (Pro Vice-Chancellor, Assistant Vice-Chancellor or their nominee) who will then ensure that a copy of the document describing the mechanism for each department for which they are responsible is filed with the Office of the respective Pro Vice-Chancellor or Assistant Vice-Chancellor.

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

Audience:
All university staff

Relevant Legislation:
None

Legal Compliance:
None

Related Documents:
• University Workloads Procedures
• Allocation of Workloads Disputes Procedures (Appendix 1)
• Guidelines (examples only) for Academic Workload Allocation (Appendix 2)
UNIVERSITY WORKLOADS PROCEDURES

Purpose:
To ensure the total workload allocated to individual members of staff is reasonable, safe, equitable and transparent and enables the identification of primary work areas consistent with being a 21st Century Academic. The University anticipates a range of work profiles will be identified within the available workload allocation model.

Procedures for the Allocation of Workloads:
Workload allocation will be carried out in consultation with staff. The manager and staff member will endeavour to reach agreement.

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

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

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

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

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

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

Audience:
All university staff

Relevant Legislation:
None

Legal Compliance:
None

Related Documents:
- University Workloads Policy
- Allocation of Workloads Disputes Procedures (Appendix 1)
- Guidelines (example only) for Academic Workload Allocation (Appendix 2)
- Working Guidelines for Summer School
Appendix 1: Allocation of Workloads Disputes Procedure

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

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

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

Step 1 – Resolution Between the Parties

In the first instance the manager and employee will attempt to resolve their differences by direct resolution. The manager will provide reasons for the allocation and discuss how consistent it is with the workload model and the equitable distribution of the workload with the unit or area. The employee may request in writing a worksheet comparing the employee’s workload allocation in percentage time with other staff.

Step 2 - Review

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

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

Step 3 Mediation and Resolution Procedures

Where the employee remains dissatisfied with the outcome of their workload allocation the matter may be referred to mediation.

Mediation may be provided by the Massey Dispute Resolutions service, the Ministry of Business Innovation and Employment or by a private mediator.

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

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

Interim Situation

(NOTE: THE REASON FOR THIS IS TO PROTECT THE OPERATION OF THE UNIVERSITY AND THE INTERSTS OF THE STUDENT STAKEHOLDERS UNTIL THE DIFFERENCE IS RESOLVED.)

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

**Guidelines (example only) for Academic Workload Allocation**

The following is a guideline only for staff and managers when consulting about the appropriate mechanism for the allocation of workloads or actual individual workloads in any department.

Each College’s (or as the College may determine or permit, each School’s or Institute’s) model may have different activities associated with the Primary Work Area category and that this variance within any University or College framework is normal acceptable practice.

<table>
<thead>
<tr>
<th>Primary Work Area</th>
<th>Associated Activities</th>
<th>Current allocations taken from existing workloads models</th>
<th>Nominal Allocations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Teaching</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparation of teaching materials</td>
<td>Contact time, assessment and moderation</td>
<td>2-6 papers per year</td>
<td>Minimum of 3 papers</td>
</tr>
<tr>
<td>Research report supervision</td>
<td>Ongoing development and review of papers and programmes</td>
<td>30-70% of total workload allocated to teaching.</td>
<td>Up to 50% workload allocation</td>
</tr>
<tr>
<td>Paper coordination</td>
<td>Training and development activities associated with teaching including maintenance of professional accreditation where appropriate</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Research</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thesis supervision</td>
<td>Work associated with research outputs as defined in the Research Outputs Database</td>
<td>1-3 outputs in categories 1-4 each year.</td>
<td>Minimum of one research output (Cat 1-4) per staff member per year.</td>
</tr>
<tr>
<td>Research projects and contracts</td>
<td>Completing research funding applications</td>
<td>10 – 50% of total workload allocated to research</td>
<td>Minimum 30% workload allocation</td>
</tr>
<tr>
<td>Completing research-based qualifications</td>
<td>Conference attendance and presentations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Attendance at research seminars and meetings</td>
<td>Training and development activities associated with research</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Service</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Involvement in professional associations</td>
<td>Membership of University-wide committees</td>
<td>2-20% of total workload allocated.</td>
<td>Up to 10% of total workload allocation</td>
</tr>
<tr>
<td>Participation in community initiatives and organizations</td>
<td>Contributions to the fulfilment of ‘critic and conscience’ functions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>External marking, reviews, journal refereeing</td>
<td>Organisation of conferences and symposia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mentoring staff</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Admin</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contributions to department committees</td>
<td>Timetabling and organizing course resources</td>
<td>5-50% of total workload allocation</td>
<td>Up to 10% of total workload allocation</td>
</tr>
<tr>
<td>Participation in student recruitment activities, orientation, open days and graduation</td>
<td>Responses to general student enquiries regarding papers and programmes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Posts held such as international student liaison</td>
<td>General administration such as student record keeping, IPP entries, WebRPS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 Although the Guidelines are based upon the traditional areas of academic responsibility, it should be noted that general processes such as PRP and leave plans also contribute to academic workload allocation. The above is only an example and as such may be changed from time to time to reflect latest terminology and academic and research strategy and policy and a specific workload allocation may reflect a different mix of Primary Work Area; Associated Activities; Allocation / Nominal Allocation.
APPENDIX B — Transfer Assistance (Aca&ProfS)

A1 The following provisions apply to employees invited to transfer between the University’s Campuses/Sites on a long-term basis (where the distance between Campuses/Sites is more than 100 kilometres). Your employer has no obligation to offer, and you have no obligation to accept, such a transfer.

A2 Transfer will be by invitation of your employer.

A3 The payment of transfer costs and grants in aid towards costs applying to each household will be as follows -

A3.1 Removal expenses of household and personal effects up to the following maxima:
   (a) One person up to 14 cubic metres.
   (b) Person with partner and/or dependant family up to 28 cubic metres.

People and Organisational Development shall arrange for its Supplier to organise and carry out the relocation.

A3.2 Where the new Campus/Site destination is more than 100 km, People and Organisational Development shall either –
   (a) arrange and pay for airfares for the staff member and dependents (if appropriate); or
   (b) where travel is by private vehicle, reimburse the relocatee in accordance with rates specified by IRD, for mileage incurred in traveling between the respective locations. Approval shall be sought from the People and Organisational Development Section in advance.

A3.3 The University will pay for two nights motel accommodation only (excluding such things as meals, beverages or toll calls). The University will also pay for half the cost of up to a further five nights accommodation if requested by the relocatee. The additional cost shall be met by the relocatee. Accommodation shall be arranged by the People and Organisational Development Section.

A3.4 Reasonable costs of legal and real estate fees associated with the selling of a home in the former location and purchasing a property in the new location may be reimbursed.

A3.5 A grant in aid of up to $1,000 may be paid towards other incidental costs incurred in the course of the relocation on production of receipts (e.g. school uniforms, telephone connection, etc).
**APPENDIX C — Services for Resolution of Employment Relationship Problems**

**DEFINITIONS**

‘Employment relationship problem’ includes “a personal grievance, a dispute, and any other problem relating to or arising out of an employment relationship, but does not include any problem with the fixing of new terms and condition of employment” (s5 ERA).

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

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

**RAISING AN EMPLOYMENT RELATIONSHIP PROBLEM**

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

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

**SERVICES AVAILABLE FOR RESOLUTION**

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

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

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

- **MINISTRY OF BUSINESS, INNOVATION AND EMPLOYMENT MEDIATION SERVICE**
  
  The Ministry of Business, Innovation and Employment runs a Mediation Service to support all employment relationships. This Service provides general information about employment rights and obligations as well as mediators to assist parties to resolve employment relationship problems. The phone number is in the Public Telephone Directory under “M”.

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

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