

INDIVIDUAL EMPLOYMENT AGREEMENT FOR CASUAL WORK ENGAGEMENTS

1 PARTIES

The parties to this agreement are:

- (a) The Vice-Chancellor of Massey University or delegated nominee (the Employer); and
- (b) _____ Employee Name (the Employee)

2 DEFINITIONS

2.1 A casual employee is defined as an employee who:

- is engaged to work only on an “as and when” required basis; and
- is under no obligation to accept work offered; and
- is employed for a discrete casual work engagement(s); and
- has no expectation of ongoing or further casual work engagements being offered; and
- is paid in full each fortnightly pay period (including holiday pay).

2.2 A casual work engagement is defined as a discrete period of casual employment that starts and finishes within a short period i.e. less than four (4) weeks.

3 AGREEMENT

- 3.1 This agreement and the terms and conditions of employment contained in it (including Schedule1), override and supersede any contract or agreement and/or terms and conditions of employment that may have applied in relation to this casual agreement prior to its commencement. This casual agreement will not affect any other employment arrangement (e.g. permanent or fixed term) that the employee may have with the employer in a different and unrelated position.
- 3.2 The terms of this agreement shall remain in force for all discrete casual work engagements which are offered to the employee from the date that this agreement comes into force for the work named in this casual employment agreement.
- 3.3 If there has been no discrete casual work engagements relating to this casual agreement within a 12 month period, then this agreement will be deemed to be terminated. Should this occur, then any further casual work engagements will require a new casual employment agreement to be created.
- 3.4 The parties agree that the employer is entitled to offer the employee casual employment according to its operational requirements at its sole discretion and that the employee is entitled to reject such an offer at the employee’s sole discretion.
- 3.5 This agreement will come into force on _____

4 DUTIES

- 4.1 The employee will be employed to carry out casual duties as set out in the job description and/or as described by the employer and agreed to by the employee for each casual work engagement:

5 JOB TITLE AND DEPARTMENT

5.1 The details of the employee's job title and department are set out below:

Job Title

Department

Organisational Unit Name

Organisational Unit No

6 LOCATION

6.1 Please choose one of the following options as the employee's main place of work. If the employee is to work at multiple locations, please choose their primary location.

Albany

Hokowhitu

Turitea

Wellington

Manawatu off-campus

Albany off-campus

Wellington off-campus

7 HOURS OF WORK

7.1 There is no guarantee of hours/days of work. The hours of work for each casual work engagement shall be those offered by the employer and agreed to by the employee while the terms of this agreement are in force.

8 REMUNERATION

8.1 The employee shall be remunerated in accordance with Schedule 3 of this agreement. The hourly or unit rates can be modified by completing and submitting a revised Schedule 3. Only actual hours worked shall be paid. If the employee works on any part of a public holiday the employee shall, in accordance with the Holidays Act 2003, be paid the hourly rate set out in this clause (gross) plus one half of that hourly rate (gross) for each hour worked.

8.2 Payment of earnings will be direct credited into a bank account specified by the employee on the next employer's normal payday after the casual work has been performed.

8.3 Because the employee works on a basis that is so intermittent or irregular that it is impracticable for the employer to provide the employee with annual holidays, the employee will be paid annual holiday pay at the rate of 8% of the employee's gross earnings, to be paid in addition to the employee's pay as it is earned. The payment will be an identifiable component of the employee's pay.

9 TERMINATION OF THIS AGREEMENT

9.1 If either party wishes to terminate the employment during a casual work engagement, one day's notice of such termination shall be given. The employer may make payment in lieu of notice.

9.2 Nothing in this agreement shall prevent the termination of the casual work engagement without notice (or payment in lieu thereof) for proven misconduct, non-performance or unauthorised absence by the employee.

9.3 The Employee shall not be entitled to redundancy compensation.

10 EMPLOYEE PROTECTION PROVISION

10.1 In the event of restructuring as defined in the Employment Relations Act 2000 and in the event the employee is affected, the employer will negotiate with the new employer about the restructuring to the extent that it relates to the employee including whether the employee will transfer to the new employer on the same terms and conditions of employment. If the employee does not transfer to the new employer, clause 9.1 will apply.

11 POLICIES AND PRACTICES

- 11.1 The employee agrees to comply with the policies and practices of the University, particularly with regard to health and safety and confidentiality, and shall comply with all lawful and reasonable instructions. In accepting this Employment Agreement the employee agrees to be bound by these Policies.
- 11.2 Enclosed as Schedule 2 is the Massey University Policy on Staff Conduct.

12 DECLARATION

- 12.1 The employee declares that he/she is a New Zealand Citizen, Resident, or holds a current Work Permit (copy attached). The employee must notify the employer of any change in eligibility to work in New Zealand and/or at Massey University.
- 12.2 The employee declares that he/she has been provided with a copy of this agreement (including all Schedules), that he/she has been advised that he/she is entitled to seek independent advice about this agreement (including the Schedules), and that he/she has been given a reasonable opportunity to seek that advice.
- 12.3 The employee further declares that he/she has read or has had the contents of this agreement (including all of the Schedules) explained to him/her and is able to adequately understand the provisions and implications of this agreement (including the Schedules) and agrees to its contents.

Employee Signature: Date:

Employer Signature: Date:

Employer Job Title:

Contact Phone Number:

Please print, date and sign the above and also Schedule 3 Rates of Pay.

SCHEDULE 1

RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

1 DEFINITIONS

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

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

'Dispute' means "a dispute about the interpretation, application, or operation of an employment agreement" (s129 ERA).

2 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.

3 SERVICES AVAILABLE FOR RESOLUTION

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

- **ADVISE YOUR EMPLOYER**

You can advise your employer of your employment relationship problem by informing your manager. If you do not feel comfortable about raising the matter directly with your manager you 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 "Ministry of Business, Innovation and Employment" (0800 20 90 20).

- **EMPLOYMENT RELATIONS AUTHORITY**

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

- **HUMAN RIGHTS COMMISSION (ALTERNATIVE PROCESS)**

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

SCHEDULE 2

MASSEY UNIVERSITY POLICY ON STAFF CONDUCT

PURPOSE:

The purpose of this policy is to inform all staff members of Massey University ("the University") of the standards of conduct expected of them as University employees.

POLICY:

1. PRINCIPLES

- 1.1 The role of the University is to serve its community in the manner described in its Investment Plan.
- 1.2 In accepting and remaining in employment at the University, a staff member is considered to be committed to the role of the University and the sentiments expressed in the University's Investment Plan and shall ensure that he/she does not bring the University into disrepute, defined as either wilfully or deliberately discrediting the University publicly, through his/her conduct, when acting on University business or when claiming affiliation with the University.
- 1.3 The University accepts its responsibilities as critic and conscience of society, fostering and encouraging the testing of received truths and the creation of new knowledge, and the dissemination of these views with integrity and respect.
- 1.4 The University firmly supports, and seeks to give effect to, the exercise of academic freedom, which includes the rights to teach and assess students in the manner that academic staff consider best promotes learning, to undertake research, to question received wisdom, and to put forward or state ideas even if they are unconventional or unpopular. Academic freedom is circumscribed by the law, by the ethics of a staff member's profession, and by the need to ensure the proper use of, and accountability for, the University's resources.
- 1.5 The University does not condone and will not defend any unlawful act by a staff member.

2. APPLICATION

- 2.1 This policy shall apply to all staff members of the University, including casual staff.
- 2.2 Contractors, adjunct and visiting academic staff and any other persons carrying out work for the University are required to comply with the standards set out in this policy with regard to their employment at the University.

3 WORK ENVIRONMENT

- 3.1 The University endeavours to provide a safe, healthy, supportive and equitable work environment that enables all staff members to carry out and meet their obligations and responsibilities as staff members of the University.
- 3.2 In line with this, staff members can expect the University to:
 - Comply with all relevant legislative and contractual requirements, including employment agreements, and with University policies, procedures, rules and regulations;
 - Inform staff members of new or changed University policies, procedures, rules and regulations relevant to his/her employment;
 - Act honestly, reasonably and in good faith;
 - Take all reasonable steps to provide a safe and equitable working environment;
 - Ensure that discrimination and harassment are not tolerated within the working environment;
 - Provide an environment conducive to the development and effectiveness of staff members;
 - Recognise the need to balance work with external life and commitments;
 - Supply the resources necessary to fulfill agreed work obligations;
 - Work co-operatively with staff unions.
- 3.3 If a staff member does not consider the University has met the expectations set out in this clause, he/she should raise the issues he/she is concerned about with his/her manager, or his/her manager's manager, either directly or through his/her representative.

SCHEDULE 2 CONTINUED

4. PRINCIPAL STANDARDS OF CONDUCT

4.1 The University expects a staff member to be, and continue to be, a fit and proper person in relation to his/her specific employment role and responsibilities.

4.2 In line with this a staff member is expected to carry out his/her duties, at all times:-

4.2.1 Diligently

- a) By being present at work as required, defined as:
 - In the case of General staff, being absent only with the approval of his/her manager;
 - In the case of Academic staff, ensuring that his/her manager is informed of his/her whereabouts when he/she is deemed to be working (this includes when working from home);
 - In the case of all staff, ensuring any leave is recorded and approved before being taken.
- b) By maintaining satisfactory standards of work and a standard of personal conduct appropriate to his/her role and responsibilities;
- c) By taking responsibility to read and understand University policies, procedures, rules and regulations relevant to his/her employment;
- d) By complying with lawful and reasonable management instructions and University policies, procedures, rules and regulations;
- e) By not being impaired by alcohol or any prohibited substances during work hours or in a University vehicle; or consuming or being in possession of prohibited substances while on University premises, in University vehicles or at University functions.

4.2.2 In Accordance with the Law

- a) By neither using, nor allowing the use of University property, resources or funds for unauthorised and/or unlawful purposes;
- b) By complying with the terms and conditions of his/her employment agreement;
- c) By ensuring that his/her actions or inactions do not result in harm to themselves or to others
- d) By ensuring that he/she does not act in a way that is discriminatory, violent, abusive, harmful or threatening to others in the workplace.

4.2.3 In Good Faith

- a) By acting honestly, fairly and reasonably in all dealings with managers, colleagues, staff and students;
- b) By maintaining the standards of confidentiality required for his/her position;
- c) By maintaining honest and true records;
- d) By not taking advantage of University systems, processes and/or property for personal gain or use.

4.2.4 In accordance with the Commonly Accepted Standards of the University and for his/her Profession

- a) By maintaining all qualifications (including registration and annual practicing certificates) necessary for the performance of his/her duties;
- b) By ensuring his/her actions and behaviour are always ethical and professional;
- c) By declaring all conflicts of interest and ensuring that any relationships (whether formed or conducted in the workplace or outside the workplace) do not compromise the professional standards expected of him/her;
- d) By respecting the rights, interests and diversity of colleagues and students, and working harmoniously and courteously with them.

SCHEDULE 2 CONTINUED

5. WHEN STANDARDS ARE NOT MET

- 5.1 The University recognises that the majority of staff members maintain personal standards of conduct and work performance that exceed those laid out above (clauses 4.1 and 4.2). Nevertheless, where the University has cause to believe that a staff member has fallen below these standards the University may, depending on gravity, regard the staff member's actions (or lack of them) or behaviour, as misconduct or serious misconduct and invoke formal disciplinary procedures in accordance with the University's policies and the relevant employment agreement. For those staff joined to the Massey University Collective Employment Agreement or the Massey University Individual Employment Agreement, these procedures are set out in clause 10.2.
- 5.2 The University is more likely to regard a failure to meet expected standards as serious (i.e. serious misconduct) if it is persistent, wilful, abusive, harmful, dangerous, dishonest or repeated; damages the University's reputation; or prevents the staff member or other staff members from carrying out their duties effectively.
- 5.3 Wherever a staff member acts in a way that causes concern for the University and that action or behaviour is not specifically set out under the principal standards of conduct in clause 4 of this policy, but is of a similar nature or seriousness, the University may invoke the formal disciplinary procedures in the same way as if it had been a principal standard of conduct that had been breached.

6. IMPLEMENTATION

- 6.1 All existing staff members will personally receive a copy of this policy and receipt will be recorded on the employee's personal file.
- 6.2 All new staff members will receive a personal copy of this policy with his/her offer of employment and will be required to confirm he/she has read and understood the policy and agrees to comply with it as a condition of employment.

AUDIENCE:

All University staff

RELEVANT LEGISLATION:

Health & Safety at Work Act 2015

Human Rights Act 1993

Employment Relations Act 2000

Education Act 1989 and its Amendment

LEGAL COMPLIANCE:

The Health and Safety in Employment Act requires Massey University as an employer to identify hazards in the work place and if they are deemed significant either eliminate if practicable, isolate where the elimination is impracticable or minimise and protect employees where elimination and isolation is impracticable (Part 2, Sections 6-10).

The Human Rights Act 1993 prohibits Massey University and its employees from discriminating against any employee, job applicant or contractor on the grounds of sex, marital status, religious belief, colour, race, ethnic or national origin, disability, age, political opinion, employment status, family status or sexual orientation.

The Employment Relations Act 2000 requires Massey University to comply with Part 9 - Personal grievances, disputes, and enforcement and Part 10 - Institutions and abide by the criteria set out in this Act.

The Education Act 1989 requires Massey University to recognise and exercise academic freedom, which includes the rights to teach and assess students in the manner that academic staff consider best promotes learning, to undertake research, to question received wisdom and to put forward or state ideas even if they are unconventional or unpopular (Part 14, Section 161).

RELATED PROCEDURES / DOCUMENTS:

Massey University Collective and Individual Employment Agreements

All other Massey University Policies, Procedures, Rules and Regulations

DOCUMENT MANAGEMENT CONTROL:

Prepared by: Employment Relations Advisor

Authorised by: The Assistant Vice-Chancellor (People and Organisational Development)

Approved by: SLT 15/03/31

Date issued: February 2011

Last review: March 2015

Next review: March 2018

SCHEDULE 3 RATES OF PAY

Employee Name

School/Institute

Org Unit No

Job Title

HR to complete for new staff

Job Number

Employee No

PRIMARY DUTIES <small>(eg admin assistance, marking)</small>	HOURLY OR UNIT RATE* <small>(please tick one)</small>	ACCOUNT NO & ANALYSIS*	TIMESHEET CODE <small>(HR to complete for new duties)</small>
	\$_____ pr hr unit		

If there are additional duties for which different rates of pay will apply, please complete as needed below:

ADDITIONAL DUTIES <small>(if reqd eg admin assistance, marking)</small>	HOURLY OR UNIT RATE* <small>(please tick one)</small>	ACCOUNT NO & ANALYSIS*	TIMESHEET CODE <small>(HR to complete for new duties)</small>
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		
	\$_____ pr hr unit		

Employee's signature:

Employer's signature:

Date:

***NOTIFYING CHANGES TO RATES OR THE ACCOUNT NO / ANALYSIS:**

If changes are negotiated to these rates as part of this employment agreement, or the Department wishes to change the GL/RM/PR account code, please complete and submit a revised Schedule 3. Please send to HR Services PN202, prior to the submission of the timesheet for which the changes apply. For changes to costings only, it is not necessary to obtain the employee signature.