



TEU

TERTIARY EDUCATION UNION
TE HAUTŪ KAHURANGI

Submission of

**Te Hautū Kahurangi | Tertiary Education
Union**

to

**Massey University's Centre for Professional
and Continuing Education**

on the

***Professional and Continuing Education:
Proposal for Change***

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CONTACTS

Heather Warren
Massey Branch Organiser
m: +64 21 196 9921
e: heather.warren@teu.ac.nz

Sandra Grey
National Secretary
m: +64 21 844 176
e: sandra.grey@teu.ac.nz

1. Introduction

- 1.1. Te Hautū Kahurangi | Tertiary Education Union (TEU) welcomes this opportunity to respond to Massey University's *Professional and Continuing Education: Proposal for Change*.
- 1.2. The TEU is the largest union and professional association representing nearly 10,000 academic and general/allied staff in the tertiary education sector (in universities, institutes of technology/polytechnics, wānanga, private training establishments, and rural education activities programmes).
- 1.3. The TEU actively acknowledges Te Tiriti o Waitangi as the foundation for the relationship between Māori and the Crown. We recognise the significance of specific reference to Te Tiriti o Waitangi in the Education Act and the emergent discourse resulting from this. We also accept the responsibilities and actions that result from our nation's signing of the UN Declaration on the Rights of Indigenous Peoples.
- 1.4. The TEU expresses its commitment to Te Tiriti o Waitangi by working to apply the four whāinga (values) from our *Te Koeke Tiriti* framework as a means to advance our TEU Tiriti relationship in all our work and decision-making – with members and when engaging on broader issues within the tertiary sector and beyond – such as our response to the *Professional and Continuing Education: Proposal for Change*:

Tū kotahi, tū kaha. We are strong and unified; we are committed to actions which will leave no-one behind; we create spaces where all people can fully participate, are fairly represented, and that foster good relationships between people.

Ngā piki, ngā heke. We endure through good times and bad; we work to minimise our impact on the environment; we foster ahikā – the interrelationship of people and the land, including supporting tūrangawaewae – a place where each has the right to stand and belong.

Awhi atu, awhi mai. We take actions that seek to improve the lives of the most vulnerable; we give and receive, acknowledging that reciprocity is fundamental to strong and equitable relationships; and

we work to advance approaches that ensure quality public tertiary education for all.

Tātou, tātou e: We reach our goals through our collective strength and shared sense of purpose, which are supported through participatory democratic decision-making processes and structures.

- 1.5. Our response to the *Professional and Continuing Education: Proposal for Change* stems from our commitment to the whāinga expressed above and our wish to see these enacted in the tertiary education sector and in our society and communities.
- 1.6. We would like to acknowledge and thank the members who contributed their time and expertise toward informing the views asserted throughout this submission.

2. Context and rationale

- 2.1. The introduction of the proposal for change sets out the employer's rationale for outsourcing international student education to Kaplan International. In broad terms, the employer has outlined a drop in international student numbers in conjunction with a lack of resources to improve international student numbers as the rationale behind engaging in an ongoing relationship with Kaplan International.
- 2.2. The issue has been presented to the staff at PaCE as a recruitment and pipeline issue. However, the staff actually impacted by the failure to improve international student numbers are front-facing teaching staff.
- 2.3. The staff at PaCE have had no opportunity to engage in resolving the decline in international student numbers. This is particularly problematic given the only option outlined in the proposal centres on outsourcing local jobs.
- 2.4. It would be remiss to ignore the environmental context within which this proposal has been developed. As there is little certainty pertaining to international student numbers and the Aotearoa tertiary education sector, the employer should refrain from making decisions that involve such drastic changes and impacts for staff. The TEU encourages the employer to take the time to reassess and re-evaluate

the proposal; there is no guarantee that implementing the proposal will improve student numbers in 2021 and beyond.

- 2.5. On 17 January 2020, staff at PaCE received an email from the Director of PaCE, Andrea Flavell, noting an increase in international student applicants up from 2019. This was noted as an increase in the pipeline. The employer clearly had processes in place to increase international applicants for 2020 and they were successful. There has been no explanation regarding why the activities that produced this increase will be dismissed and discontinued when such trends could potentially alleviate, if not resolve, the perceived issues outlined in the proposal.

3. An inconsistent and flawed proposal

- 3.1. The Massey University Collective Employment Agreement 2019 – 2021 (MUCEA) sets out the agreed upon terms for restructuring and redundancy: Clause 8.1, The Intent of the Provisions, states “The principal aim of these provisions is to place as many surplus employees as possible in alternative positions within the University.”
- 3.2. The proposal seeks, firstly, to disestablish more than 35 Full Time Equivalent (FTE) positions (which translates to over 40 staff members), and, secondly, create 7.5 FTE in new. As per the Terms and Conditions, these roles will be by contestable reconfirmation.
- 3.3. The employer also states that affected staff can apply for redeployment into other roles within the university and outlines where there could be some vacancies that would be suitable. The employer has not, however, considered the financial implications of COVID-19 and the resulting impacts on staff hiring processes which, in simple terms, means general hiring freezes have occurred across the university.
- 3.4. The rhetoric of the employer during COVID-19 has revolved around the importance of protecting permanent employees at Massey University. However, the actions of the employer directly contradict this narrative – this is a proposal for change that sets out to sell local jobs to an international for-profit corporation within the context of an economy that has been, and will continue to be, severely affected by the COVID-19 pandemic. This is particularly problematic given Massey

University is a publicly funded institution. In other words, where the expectation has been set by the employer that job cuts will be a last resort, the proposal sets job cuts as the only resort – no alternative options are provided.

- 3.5. Whereas the rationale for the proposal is centred on the financial implications tied to falling international student numbers, the employer has failed to outline the previous accountability or actions they have taken in order to improve the current set of circumstances. Staff have inevitably questioned: if the status quo is not working relative to the employer's strategy, why has there been no extensive exploration of alternative options? As such, the proposal is perceived by staff as involving a pre-determined 'solution' as the inevitable outcome. Therefore, consultation – in light of the employer's intentions to forge ahead with their agreement with Kaplan International – is considered by staff as disingenuous.
- 3.6. With the above factors in mind, the TEU fundamentally rejects the proposal, its underlying premise and intention to funnel public provision into a private international corporation, and the move to disestablish our members' positions.

4. Process and Impact

- 4.1. The TEU recognises that there is no appropriate time for a proposal for change to be released. However, as the proposal was distributed during the final weeks of teaching, the timing has been problematic for members who were inevitably up against deadlines for marking and providing results to students. As such, members have not been in a position to engage fully with the proposal nor produce the genuine and considered responses that they would like to.
- 4.2. We acknowledge the employer's decision to extend the timeframe for the initial consultation period. However, it is necessary to highlight the point that, particularly when such significant numbers of staff are impacted, a greater degree of consideration is required relative to the duration of time provided for consultation. The MUCEA, in Clause 8.3.2(c), states that employees should be given opportunity and reasonable time to make a submission. As such, the number of consultation meetings, individual meetings, and opportunities for staff to seek advice and guidance – as is their right – for a proposal with such devastating impacts should be factored in to the consultation timeframe.

- 4.3. The employer has attempted to be transparent and open with staff about the MoU and the associated impacts since July 2020, and we acknowledge the employer's willingness to engage with the TEU on behalf of our members whilst providing swift responses. That being said, the decisions outlined in the proposal were developed with no staff input; instead, the negotiations with Kaplan International transpired solely between staff in senior leadership and management roles. It is clear that the voices of staff who work at the coalface of the institution have not been considered, which only suggests that their skills, expertise, and knowledge are not genuinely valued by the employer. The upshot is that staff are now forced to pay the price for a problem they had no hand in generating, nor any chance to resolve.
- 4.4. On 28 October 2020, the employer published a document titled "PaCE Proposal for Change Q&As – October 2020." In relation to the question "Why is the partnership with Kaplan being proposed?" the employer responds: "To intensively support our international students at pre-degree, undergraduate, and pre-masters levels, with dedicated staff and specialist expertise to enhance student achievement and ultimately student success."
- 4.5. We argue the employer already has the dedicated staff – with specialist expertise – required to facilitate these successes. The employer has invested in ensuring PaCE staff have the skills, experience, and qualifications necessary to enhance student success and achievement. Therefore, the nature of the above response devalues the work of PaCE staff and the effort they have put into improving their knowledge base and pedagogy. As such, it is clear the employer has not considered the institutional knowledge that will be lost if the proposal goes ahead.
- 4.6. The employer asserts that the agreement between Kaplan International and Massey University will be beneficial for students. Yet, there is no evidence supplied to support the rationale for this assertion. TEU members do not consider the outsourcing of tailormade and student-designed teaching and resources to a large international corporation as beneficial to student success. In fact, members suspect the outcome of the proposal may, instead, damage the international reputation of Massey University.

- 4.7. Staff were dismayed to learn that, prior to the proposal being released to staff, Kaplan International were actively recruiting for positions attached to their agreement with Massey University. Although the employer may have had no control in this matter, it raises a challenge for the employer with regard to ensuring genuine consultation occurs and transparency is upheld.

5. Other matters

- 5.1. In the document shared with staff on 28 October 2020 titled “PaCE Proposal for Change Q&As – October 2020,” the employer, referring to Clause 1.6(e) of the MUCEA regarding the definition of service, has responded to the question “Will service for redundancy purposes recognise a fixed term agreement(s) I have had?” in the affirmative. PaCE have a history of long-term fixed term contract use, particularly in contract “roll overs” which might mean that, despite a significant period of service to the employer at PaCE, their service is broken and years of experience goes unrecognised. Should the employer enact the proposal, a discussion should be held as to how the employer can recognise service in a way that is equitable.
- 5.2. The employer has extended an enhanced cessation offer to all staff at Massey University. Staff impacted by this proposal are now required to decide whether or not they wish to explore this offer within a limited timeframe – this is a factor that their peers and colleagues do not have to deal with. As a result, the staff at PaCE are being treated in an inequitable way by the employer. Further to this, the staff responsible for responding to requests on this matter were away from work for a significant period of time during the already limited timeframe.
- 5.3. The employer released guidelines and policy on social media and media commentary at the beginning of October that have impacted on the willingness of staff to engage in discussion on this proposal. While the employer has now recognised that they must consult with members on these policies and guidelines, significant damage has already been done and staff continue to feel silenced by the process.
- 5.4. The staff at PaCE feel very distressed by the employer’s proposal. The staff, like many others at Massey University, went to extreme efforts to ensure that emergency online teaching was of a high standard while our country was in Level

4 and Level 3. While other staff members had an early semester break, a number of PaCE staff worked diligently through this as requested by the employer to support students and lessen any reputational damage to the employer. As such, the fact the employer is now proposing to sell the jobs of those same staff is undeniably damaging.

6. Conclusion and recommendations

- 6.1. The TEU appreciates the opportunity to respond to Massey University's *Professional and Continuing Education: Proposal for Change*.
- 6.2. For the reasons outlined throughout this submission, the TEU strongly insists that the proposal for change is withdrawn immediately.
- 6.3. The TEU requests a meeting with the Director of PaCE, Andrea Flavell, in order to discuss these matters further.