

AUCKLAND UNIVERSITY OF TECHNOLOGY



ACADEMIC AND ASSOCIATED STAFF MEMBERS' COLLECTIVE AGREEMENT



TERTIARY EDUCATION UNION
Te Hautū Kahurangi o Aotearoa

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01 July 2010 to 30 June 2011

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PART 1 COVERAGE OF AGREEMENT

1.1 Application of Agreement

This Agreement is for Academic Staff, Research Officers, Research Fellows, Teaching Assistants, Research Assistants & Physiotherapy Clinical Educators (the Employees).

This Agreement shall be binding on and enforceable by:

- a) The Vice Chancellor of Auckland University of Technology and TEU Te Hautū Kahurangi o Aotearoa

Referred to in this Agreement as “the parties”.

1.2 Coverage

This Agreement will cover members of TEU employed by the Employer whose work comes within this coverage clause:

All staff employed by the Employer in either permanent, fixed term, proportional, or hourly paid positions to teach, research, consult, manage or lead courses and/or programmes, develop curriculum, assist research, provide teacher/staff development and who may also be involved in student and/or staff support.

This Agreement will exclude staff whose substantive appointment is as Heads of Department, Heads of School, Heads of Discipline, Divisional Heads, Deans and Associate Deans.

1.3 Application of Agreement

(a) When a person is appointed to a position where the work to be done comes within the coverage clause of this Agreement the Employer will:

- i) inform the Employee that this Agreement exists and covers the work to be done by the Employee; and
- ii) give the Employee a copy of this Agreement; and
- iii) inform the Employee that he/she may join TEU, give to the Employee an application form to join TEU and inform the Employee how to contact TEU; and
- iv) inform the Employee that if the Employee joins TEU, the Employee will be bound by the Agreement.

(b) During the first 30 days of employment, the terms and conditions will be the terms and conditions in this Agreement, and any additional terms and conditions mutually agreed which are not inconsistent with this Agreement.

(c) If the Employee agrees, the Employer will inform TEU within five working days that the Employee has accepted employment with the Employer.

1.4 Individual Variation of Agreement for Associate Professors and Professors

The conditions in this Agreement as they apply to Associate Professors and Professors are minimum conditions and the Employer shall be free to negotiate individual variations to this Agreement with Employees who are Associate Professors or Professors, provided that such Employees are afforded the opportunity to seek advice from TEU prior to signing any such variation.

1.5 Grandparented conditions

All staff appointed to either a Research Path position or Translational Research Path positions are covered by the grandparented terms and conditions in Schedule E

1.6 Lecturers' Variations

Lecturers who have applied or been granted the standardised variation to the discretionary leave and professional development conditions and to the salary scales within this collective agreement shall have the additional conditions of employment set out below.

Discretionary leave exchange of four weeks at 2.5% per week added to the annual salary per the salary scales Schedule C.

Professional development Time and the individual entitlement will be accumulated and a guaranteed six month sabbatical entitlement will apply after six years.

Enhanced sabbatical arrangements may be applied. See full conditions in Schedule F.

1.7 Term of Agreement

This Agreement takes effect on 01 July 2010 and expires on 30 June 2011.

1.8 Variation of Agreement

This Agreement may be varied during its term by agreement in writing between the parties.

1.9 Recognition of Union Authority

The Employer recognises TEU as the union for all Employees who are covered by this Agreement and who are TEU members. The employer recognises that the unions are legitimate and important stakeholders which represent union members and have rights and interests in decisions affecting members' work and employment. The employer has an interest in the union being well organised and effective in the employment relationship

1.10 Application of the Provisions of this Agreement

The provisions of this Agreement will apply to all Employee parties, whether Academic Staff, Research Officers, Research Fellows Teaching Assistants, Research Assistants, Physiotherapy Clinical Educators or Non-teaching Academic Staff, unless specified otherwise by the particular provision.

1.11 Inadvertent Omission

Any matters inadvertently omitted from this Agreement shall be the subject of further discussion between the parties.

1.12 Policies

1.12.1 The parties recognise that other policies and procedures may be current from time to time to ensure the smooth operation of the University and/or to give practical effect to those provisions within this Agreement which are subject to Employer discretion and that, whilst not forming part of this Agreement, these policies and procedures are binding on Employees.

1.12.2 Should any discrepancies occur between the provisions of this Agreement and any University policy or procedures, then the provisions of this Agreement shall take precedence.

1.12.3 Where the University wishes to develop a new policy or vary an existing policy and that variation or addition will impact upon Employees' terms and conditions of employment, the Employer will consult with TEU.

PART 2 DEFINITIONS

- 2.1 “**Associate Professor**” means a person appointed to the position of Associate Professor in accordance with the University’s policy “Professorial Appointments”.
- 2.2 “**Clinical Teaching**” means on and off-campus health science teaching involving patient care.
- 2.3 “**Duty**” refers to any time when a lecturer is required by the Employer to be on duty at the University or at another location.
- 2.4 “**Duty day**” means a day which is not approved leave, a holiday, a weekend day or a day in lieu of a weekend day.
- 2.5 “**Lecturer**” means a person employed in an academic position which may include any combination of teaching, research, administration and other professional contributions. The term lecturer includes senior lecturers and senior lecturers above the bar unless it is used to refer to the basic salary grade for lecturers. Refer to Schedule C for factors characterising lecturers and senior lecturers.
- 2.6 “**Non-teaching Academic Position**” means a position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule C.
- 2.7 “**Hourly Paid**” refers to positions paid on an hourly basis.
- 2.8 “**Professor**” means a person appointed to the position of Professor in accordance with the University’s policy “Professorial Appointments”.
- 2.9 “**Proportional**” refers to a person employed for a specified fraction of full-time.
- 2.10 “**Research Officer**” means a person who supports the research process under the supervision of a researcher and who, themselves, is embarking on a research career.
- 2.11 “**Research**” is defined by University policy.
- 2.12 “**Research Fellow**” A person deployed to a position which requires continuous research activity and output and for which a higher degree, or equivalent outstanding achievement as an industry practitioner with relevant industry experience is a pre-requisite. These deployments are also suitable for those completing Post-Doctoral research fellowships or fixed term research contracts. Teaching in related fields is not precluded.
- 2.13 “**Senior Research Fellow**” A person deployed to a position which requires continuous research activity and output and for which a PhD or equivalent outstanding achievement as an industry practitioner with relevant industry experience is a pre-requisite. An internationally recognised research profile is desirable along with experience in leading research programmes and/or teams. Teaching in related fields is not precluded.
- 2.14 “**Flexible Learning Advisor**” This is a non-teaching academic position with responsibility for facilitating the development and implementation of flexible learning and teaching initiatives at AUT, including the use of online technologies. Staff deployed as Flexible Learning Advisors are located in the Centre for Education and Professional Development and work co-operatively with assigned academic groups within Faculties and/or Directorates.
- 2.15 “**Physiotherapy Clinical Educators**” means a registered physiotherapist who guides and supervises students undertaking clinical practice.

- 2.16 “Service”** means
- (a)
 - (i) Continuous service in the employment of any NZ Polytechnic or University, provided that for any staff employed at 1 May 2001, service which has or ought to have been recognised under the CEC expiring on 1 March 2001 shall continue to be recognised, and
 - (ii) Continuous service as a teacher or educator in any operation which has been absorbed into the Polytechnic sector, and
 - (iii) Periods of continuous hourly paid and fixed term service with the Employer, which are aggregated to the full-time equivalent service for the purposes of this definition, and
 - (iv) Any other service the Employer agrees to recognise at the time of appointment.
 - (b) “Continuous service” for the purposes outlined above includes all periods of paid leave and periods of unpaid parental leave and is not broken by, but does not include any:
 - (i) approved leave without pay;
 - (ii) breaks of not more than three months between employment within the Polytechnic and University sectors.
- 2.17 “Teaching Day”** means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.
- 2.18 “Timetabled Teaching Hour”** means one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the Employee is responsible.
- 2.19 “TTH”** see “Timetabled Teaching Hour”
- 2.20 “Teaching Assistant and Research Assistant”** means a person who assists a lecturer in the teaching and/or research process, such lecturer being responsible for the day-to-day teaching programmes, student assessment, curriculum and course development and research design.
- 2.21 “University”** has the same meaning as defined in the Education Amendment Act 1990 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CEO fulfils the role of Employer.

PART 3 TERMS OF APPOINTMENT

3.1 Categories of Appointment

3.1.1 The categories of appointment are:

- (i) **Permanent**, ie. tenured, fulltime or proportional;
- (ii) **Fixed term**, i.e. limited tenure, fulltime or proportional;
- (iii) **Hourly paid**.

3.1.2 Proportional Appointments

- (a) An employee may request a variation of proportional employment.
- (b) The letter requesting such variation should specify the start and the renewal date or end date of this variation.
- (c) Such requests shall be considered with regard to the operational requirements of the University.
- (d) Any such revised and agreed working arrangements should be confirmed in writing
- (e) Proportional appointments should be in 0.1 increments between 0.2 and 0.8. That is in 0.2, 0.3, 0.4, 0.5, 0.6, 0.7 & 0.8 proportions.

3.1.3 Fixed Term Appointments

Fixed term appointments shall be for a specified period of time.

Fixed term appointments shall only be entered into for the following reasons:

- to relieve for a substantive position where the incumbent is on approved leave;
- to fill a vacancy pending permanent (tenured) appointment, including emergency relief positions;
- to undertake a finite task for a period not exceeding two years;
- to match a period of contractual/targeted funding (e.g. for research) where the renewal of such funding is not subject to a regular renewal cycle;
- to trial a new course for a period not exceeding two years.
- to provide for increases in enrolments in particular subject areas in excess of planned (budgeted) increases.
- to give effect to an employee's retirement plans.
- To provide for staff employed under the Graduate Assistantship Awards for Masters Research.

The TEU Branch president will be advised at the time of advertising, the reasons for fixed term appointments and the duration of the appointment.

- (a) Where a fixed term appointment requires a full year's teaching load, including attendant duties, it shall be for a period of not less than 12 months. Refer Schedule C for details of attendant duties.
- (b) Where an Employee is to be employed on consecutive semesters within the same academic year, the fixed term appointment shall be continuous over these semesters.
- (c) For fixed term lecturers appointments of less than 12 months, but greater than six weeks, a minimum of three weeks additional paid duty shall be provided to ensure adequate time for preparation, marking and other relevant duties. This additional duty time shall be provided before the beginning and after the finish of teaching and or exam/assessment week and shall be apportioned to meet the nature of the appointment.

- (d) Lecturers appointed according to increases in enrolments may not have their agreement extended or rolled over beyond two semesters. Should increased enrolments be maintained for two consecutive semesters fixed term appointments so created shall be advertised as permanent positions in accordance with AUT policy.
- (e) The options under the surplus staffing provisions of this Agreement shall not apply at the conclusion of the specified term of employment when fixed term appointments have been made for one of the purposes above.
- (f) If, at the expiry of a fixed term appointment the genuine reason for the expiry no longer exists and the work is ongoing, the provisions of clause 3.2.1 shall not apply and the incumbent will be confirmed into a permanent position.
- (g) Confirmation of the incumbent is conditional upon satisfactory performance as defined through the monitoring and review process as prescribed in clause 3.2.3(c)

Note 'fixed term' has the same meaning as 'limited tenure'.

3.1.4 **Hourly paid appointments may be:**

- (i) on a full-time basis, when appointed for periods of less than six weeks at any one engagement;
- (ii) or longer than six weeks when employed for hours which are not more than 0.5 of fulltime in terms of clause 5.4(a) of this Agreement.

An Employee who exceeds these maxima on an irregular basis only may continue to be classified as an hourly paid Employee (refer also to clause 4.2.4).

3.1.5 The Employer will develop, in consultation with the Collective Monitoring Committee, policies relating to conditions for hourly paid Employees including:

- (i) equitable, reasonable and safe workload;
- (ii) expectations on accepting employment;
- (iii) career structure;
- (iv) accommodation;
- (v) staff training provisions;
- (vi) salary review provisions;
- (vii) salary assessment procedures;
- (viii) determination of salary loading.

3.2 **Appointment Procedures**

3.2.1 **Advertising of Vacancies**

- (a) New permanent positions and fixed term appointments for periods greater than one year's duration subject to clause 3.1.3, will be advertised externally in a manner to allow suitably qualified people to apply.
- (b) Changes in the proportionality of currently filled positions shall not constitute a vacancy which requires advertising.

Refer to the policy "Recruitment and Appointment of Staff" for the correct procedure. Revised 26/8/04

3.2.2 Equal Opportunities

The Employer will appoint staff in accordance with an equal employment opportunities programme developed, implemented, monitored and reviewed in consultation with the local branch of TEU.

3.2.3 Monitoring and Review

- (a) Employees appointed for the first time to permanent or fixed term positions may be required to undertake a monitoring and review period of up to one year. Satisfactory performance during the period of monitoring and review is a pre requisite for confirmation of the appointment.
- (b) The Employer may credit towards the Employee's monitoring and review period three to six months of any continuous service at a University.
- (c) The Employer will give the Employee written reports on her/his performance:
 - an interim report at the end of the first three months,
 - a report at six months,
 - and prior to the completion of the agreed monitoring and review period.

3.2.4 At the six month or subsequent review points, the employer may resolve to continue the monitoring and review process, or to confirm the appointment as permanent. If the monitoring and review is not undertaken by the employer at 12 months by default the position is confirmed after a further two weeks.

- (a) Should an Employee not reach the required standards during the monitoring and review period the Employer will follow the university policy which may result in termination of employment.
- (b) An appointment subject to monitoring and review can be terminated with one month's written notice by either party.
- (c) Where unsatisfactory performance has not been rectified the Employer may terminate the appointment during or at the end of the monitoring and review period providing reasons in writing to the employee.
- (d) Notwithstanding the provisions of clause 3.2.4(d), a shorter monitoring and review period than the time taken for the completion of a higher degree may be agreed between the Employer and the Employee.
- (e) If an Employee is reappointed to a substantively different position after a break of employment from AUT, or to a permanent role following a fixed term appointment of less than two years, a period of monitoring and review of up to six months may apply.
- (f) Employees subject to monitoring and review are required to undertake appropriate professional development. (Refer to clause 7.2(a)). They may be required to use discretionary leave and professional development time for this purpose. (Refer to clause 7.2(b)).
- (g) Employees subject to monitoring and review shall have a reduced TTH workload during their monitoring and review period. (Refer clause 5.3(i) & 5.3(ii)). This workload represents 80% of that which applies to lecturers not subject to monitoring and review. This ratio should be applied to reflect usual workloads within the lecturer's teaching context. (Refer to Schedule D clause 2.1).

Refer to policies, "Monitoring and Review" and "Employee Discipline".
Dated 7/10/02 & 19/8/02 and Schedule D
Please note that the "Employee Discipline Policy" is currently under review

3.3 Termination of Employment

3.3.1 Notice of Resignation/Termination of Employment

- (a) **Permanent** employment may be terminated with **two** months' written notice by either party.
- (b) **Fixed Term** employment may be terminated with **one** month's written notice by either party or at the end of the specified period of employment.
- (c) **Hourly paid** employment may be terminated with **two** weeks' written notice by either party or at the end of the specified period of employment.
- (d) Nothing in this clause will remove from the Employer the obligation to observe the principles set out in clause 3.3.2 prior to applying any notice to an Employee in the event of a termination of employment resulting from disciplinary action.
- (e) Notwithstanding the above, any Employee may be summarily dismissed for serious misconduct.

3.3.2 Disciplinary Procedures for Employees

In any disciplinary action the following steps will be observed:

- (a) The Employee must be advised in writing of the specific problem and given reasonable opportunity to respond;
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the Employer;
- (c) The response of the Employee must be considered before a decision is made;
- (d) The Employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and be advised of the consequences if the problem continues;
- (e) The Employee must be advised by the Employer of her/his right to request union assistance, and/or representation at any stage.
- (f) The notification of the problem, the result/s of any investigation and any action taken are to be recorded in writing and provided to the Employee.
- (g) In the case of serious misconduct the Employer may:
 - (i) suspend with or without pay;
 - (ii) place on other temporary duties; or
 - (iii) dismiss without notice.

Where the Employee has been suspended and the allegation is subsequently found to be without substance, the Employee must be entitled to resume the position from which she/he was suspended and be reimbursed for any loss of pay.

Refer to policies "Employee Discipline" and "Employee Early Resolution."
Please note that both of these policies are currently under review.

3.3.3 Incapacity

- (a) If as a result of physical or mental incapacity the Employee is unable to perform the duties of the position, the Employer:
- (i) will consult with TEU on behalf of the Employee;
 - (ii) may require the Employee to undergo a medical examination, at the Employer's expense, by a registered medical practitioner nominated by the Employer, or if the Employee wishes, two registered medical practitioners, one nominated by the Employer and the other by the Employee;
 - (iii) will take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the Employee, and apply one or a combination of the following options:
 - no further action under this clause
 - redeployment
 - proportional employment
 - an agreed period of leave without pay up to one year
 - terminate employment by giving two months' written notice.
- (b) Where employment may be terminated under this clause the Employee will be entitled to remain in employment until her/his sick leave is used or to end her/his employment immediately and be paid all remaining sick leave.

3.3.4 Abandonment of Employment

Where an Employee is absent from work for five or more consecutive workdays without notifying the Employer of the reason for absence, they will be deemed to have abandoned their employment, provided the Employer has taken all reasonable steps to contact the Employee. Where an Employee was unable, through no fault of their own, to notify the Employer, the employment shall not be deemed to have been abandoned. The Employer will notify TEU at the point at which representation is required.

3.4 Miscellaneous Terms

3.4.1 Academic Freedom

- (a) Under the Education Amendment Act 1990, all employees have the freedom within law, to question and test received wisdom, to put forward new ideas, to state controversial or unpopular opinions and to engage in research.
- (b) The University acknowledges the practice of academic freedom is essential to the professional conduct of teaching, research and scholarship. AUT encourages all employees to engage in the responsible pursuit of knowledge and to provide informed and accurate commentary within the scope of their expertise.
- (c) Academic freedom must be exercised to the highest ethical standards, in a professional, timely and lawful manner, that shows respect for the opinion of others and recognises the institution's statutory requirement to account for the proper use of resources.

PART 4 CAREER PROGRESSION AND REMUNERATION

4.1 Statement of Intent

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

4.2 Rates of Pay

4.2.1 Salaries and Hourly Rates

Employees will be paid at the appropriate rates set out in Schedule B. These are minimum rates. Staff specifically instructed to work on a public holiday will be paid at time and a half in accordance with the Holidays Act 2003 (and subsequent amendments).

4.2.2 Starting Salaries

- (a) The appropriate salary at the time of appointment will be determined following an assessment of a new Employee's skills and attributes according to the University's First Salary Assessment for Lecturers policy.
- (b) The Employer may pay a market force allowance over the assessed salary level, (see clause 4.4.1 below).

Refer to the policy "First Salary Assessment for Lecturers" Revised 19/8/03

4.2.3 Proportional Positions

Salaries will be paid on a proportional basis as follows:

Fulltime salary rate x predetermined proportion of the position.

This will be confirmed in the letter of appointment.

4.2.4 Hourly Paid Positions

- (a) Hourly paid Employees will be paid the rates in Schedule B for each hour of work. When this involves timetabled teaching an agreed amount of additional paid work of not less than 0.2 hour per teaching hour is to be credited.
- (b) In deciding the amount of additional paid work the Employer will maintain an equitable workload which reflects that of full-time Employees doing similar work.

4.3 Salary Progression

4.3.1 Progression within the Lecturer Grade, Research Officer, Research Fellow, Teaching Assistants, Research Assistant and Physiotherapy Clinical Educators Grades

(a) Increments

- (i) Subject to subclauses (b) and (c) of this clause, the salaries of Employees in the Lecturer, Research Officer, Research Fellow, Teaching Assistants, Research Assistants and Physiotherapy Clinical Educators grades will advance by one step after each year of service.
- (ii) No increments will be paid to Employees on while they are on monitoring and review.

(b) **Accelerated Increments**

- (i) A double or accelerated increment may be approved by the Employer for:
- meritorious performance
 - ensuring relativity within the University
 - retention.

- (iii) The new increment date is from the date the advanced increment took effect.

Refer to the HR guidelines “Accelerated Increments” for the process to apply in providing accelerated increments. Sept 03

(c) **Withholding of Increments**

An increment may be withheld if, in the Employer’s opinion, an Employee’s performance over the previous year has been unsatisfactory. The Employer will notify the Employee of the decision and the reasons for it.

Refer to the policy “Withholding of Increments” for the process to apply in this situation. Dated 26/8/04

4.3.2 Progression to Research Officer – Above the Bar

To progress beyond R08 a Research Officer must hold a minimum of a Masters level qualification by research and demonstrate that he or she is fully competent in all aspects of the Research Officer position, both in terms of the general expectations and characteristics of Research Officers as outlined in Schedule C and any specific requirements of the Position Description pertaining to a particular role.

4.3.3 Research Officer to Senior Research Officer

To be promoted to Senior Research Officer a Research Officer must demonstrate that he or she has the requisite skills and experience specified in the position description and is performing at an outstanding level in respect of his/her duties in the current role and with reference to Characteristics for Senior Research Officers in Schedule C.

4.3.4 Progression to the Senior Lecturer Grade

Progression to the Senior Lecturer Grade will be upon verification of the attainment and application of the appropriate Senior Lecturer skills and attributes set out in Schedule C. Verification will be carried out according to policy and procedures developed and reviewed under Clause 11.7 and Schedule A of this Agreement.

4.3.5 Progression within the Senior Lecturer, Senior Research Officer or Senior Research Fellow Grade

(a) **Increments**

Following the requirements of clause 4.3.2 Employees will enter the Senior Lecturer, Senior Research Officer or Senior Research Fellow grade at the bottom salary step. Subject to sub-clause (b) of this clause the salaries of Employees in the Senior Lecturer grade will advance by one step on the scale after each year of service until step 6 is reached; Senior Research Officers will advance by one step on the scale after each year of service until step 8 is reached.

(b) **Variations to Incremental Progression**

The provisions of clause 4.3.1 subclauses (a)(ii), (b) and (c) will apply to incremental progression on the Senior Lecturer, Senior Research Officer or Senior Research Fellow grade.

4.3.6 Progression to SL7 and Above (Senior Lecturer Above the Bar)

The policies and procedures for progression from the Senior Lecturer to the Senior Lecturer Above the Bar grade and progression within the Senior Lecturer Above the Bar grade will be developed under clause 11.7 and Schedule A of this Agreement, according to the following principles:

- (i) Both merit and service will determine progression to each of steps 7, 8 and 9 in the Senior Lecturer Above the Bar grade;
- (ii) There will be no budgetary restriction on access to steps 8 and 9 by Senior Lecturers Above the Bar;
- (iii) Merit criteria for progression to steps 7, 8 and 9 will emphasise:
 - activities since the last promotion/review;
 - self review/reflective practice;
 - reference to objective sources of feedback;
 - the current role of the Senior Lecturer Above the Bar
 -
- (iv) Applications for progression to steps 7, 8 and 9 will be considered at least annually by the relevant Faculty or Directorate Academic Promotions Committee.
- (v) Appeals may be made to a formally constituted Appeals Committee on substantive or procedural grounds.

4.3.7 The University's staffing standards require that a minimum of 12% and a maximum of 20% of the total fulltime equivalent academic staff in each Faculty (excluding Heads of Department, Deans, Associate Professors and Professors) be Senior Lecturers Above the Bar. The maximum number of promotions available within each Faculty based on these staffing standards shall be advertised to Employees prior to each promotion round.

Refer to Academic Promotions Policy and practice notes for detailed criteria and full procedures. Revised 6 March 03

4.3.8 Progression within the Associate Professor and Professor Pay Scales

Progression within the Associate Professor and Professor salary scales may occur only as a result of a salary review that shall be carried out regularly at intervals of not more than every 12 months. One or more increments may be approved if there is demonstrated meritorious performance over the previous year. The Employer will notify the Employee of the decision and the reasons for it.

4.4 Salary Allowances

4.4.1 Market Forces Allowance

A recruitment or retention allowance may be paid in accordance with the University policy "Market Forces Allowance" for a maximum period of two years to reflect difficulty in recruiting or retaining specific skills and/or experience for any specified position. The allowance will either be paid annually in advance as a lump sum which will be repayable pro-rata from final pay if an Employee resigns or fortnightly with the normal salary payment. An allowance may be renewed beyond the initial two year period for a further maximum period of two years.

Refer to the policy "Market Forces Allowance" for details regarding the application of this allowance. Revised 26/8/04

4.4.2 **Acting Higher Duties Salary Allowance**

An Employee who acts in a higher position for at least five consecutive days will be paid an allowance, such allowance to be determined in accordance with the University policy 'Acting Higher Duties'. Approved leave will neither count towards nor interrupt the qualifying period.

Refer to the policy "Acting Higher Duties Allowance" for details regarding the application of this allowance. Dated 26/8/04

4.4.3 **Special Responsibilities Salary Allowance**

(a) An Employee required by the Employer to undertake special responsibilities over and above those normally expected of an Employee (as defined by the Employer) will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of at least \$1,000 per annum and no more than 20% of the lecturer's base salary.

(b) The granting of any special responsibilities allowance will be confirmed in writing to the Employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and will be terminated by the Employer by giving one month's notice in writing.

Refer to the policy "Special Responsibility Positions and Allowances" for details regarding the application of this allowance. Dated 15/9/03

4.5 **Payments**

4.5.1 **Method of Payment**

Salary will be paid on a fortnightly basis by direct credit to the employee's nominated bank account. Pay advice information will be issued to new Employees electronically via the Human Resources Information Self Service (HRIS) where the Employee has a unique email address and, thereafter to all Employees only where there has been a change in pay from one pay period to the next.

4.5.2 **Payments for Salaried Employees**

When employment ceases the Employee will receive payment for any Statutory Holidays, unused annual leave and discretionary leave owing, in accordance with the Holidays Act and any subsequent amendments.

4.6 **Salary Profile within the University**

A profile of salaries paid to Employees under this Agreement is to be made available to TEU annually. The profile will list salaries paid to Employees by paid rate, gender and length of employment. Other information on salary profiles will not be unreasonably withheld. Where it is necessary to protect individual privacy, information may be supplied in a way which prevents identification of an individual.

PART 5 WORKLOAD

5.1 Intent

The Employer recognises the importance of setting equitable, reasonable and safe workloads, both for the effectiveness of the University's operations and services and for the well being of staff.

A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in clause 5.3(i) below, plus attendant duties as described in clause 5.2.4(i).

5.2 Workload Principles

Work allocation will be through an open and clear process, based on sound principles and informed by appropriate quantitative measures.

The Employer is to ensure that Employees are allocated a workload that adheres to the following principles:

5.2.1 The workload must be equitable.

"Equitable" means that Employees with comparable responsibilities should have similar workloads.

5.2.2 Total workload must be reasonable.

"Reasonable" means the workload can be managed within the timeframes and deadlines set, and that lecturers will be able to maintain a balance between professional and personal life, accepting that normal fluctuations will occur.

5.2.3 Total workload must be safe.

"Safe" means that work is allocated so that it would not normally result in physical or mental harm to Employees, their colleagues, or students for whom they are responsible.

5.2.4 All aspects of workload must be taken into account in the allocation of work including:

- (i) Timetabled teaching hours and all attendant duties including:
 - preparation for lessons
 - routine administration and participation in University process
 - student assessment
 - ordinary student pastoral care and assistance
 - routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency.
- (ii) and, all other relevant workload factors including:
 - class size
 - course development requirements
 - assessment requirements
 - student support requirements
 - other demands of the teaching programme
 - experience and skill level of the Employee
 - particular requirements related to open/distance learning
 - cultural requirements of Charter obligations
 - EEdO/EEO obligations of the organisation
 - the need for breaks from timetabled teaching throughout the year
 - participation in research projects as appropriate

- teaching across a range of courses/programmes
- rapidly changing disciplines
- post-graduate supervision.
- particular requirements related to technology-enhanced delivery options, such as web-based delivery.

5.2.5 Partnership: Nohokotitanga

In allocating work to Maori staff, the following will be considered:

- the need for recognition of the specific skills and expertise Maori staff may bring to their employment situation and their community;
- recognition of the many accountabilities of Maori staff to their Employer, to iwi, hapu and whanau;
- the need for iwi, hapu and whanau to be involved with the University, both for support of staff and as part of the process of consultation;
- acknowledgement of cultural duties Maori staff may undertake over and above their designated role as academic staff within their own discipline areas.

5.3 Timetabled Teaching Hours (TTH) – refer definition clause 2.13

The following TTH maxima apply to full-time Employees (see clause 5.5.1 for proportional staff). Within these maxima, TTH will vary in recognition of different teaching activities and other workload factors.

- (i) per year (i.e. 01 February to 31 January), for:
- | | |
|--------------------------------------|----------|
| • Lecturers | 750 TTH |
| • Teaching and Research Assistants | 1000 TTH |
| • Lecturers on monitoring and review | 600 TTH |
- (ii) per quarter (i.e. the year 01 February to 31 January divided into four equal periods), for:
- | | |
|--------------------------------------|---------|
| • Lecturers – Teaching Path | 300 TTH |
| • Teaching and Research Assistants | 360 TTH |
| • Lecturers on monitoring and review | 240 TTH |

Also refer to the workload policy in Schedule D.

- (iii) The TTH maxima in (ii) above will be reduced whenever a day of professional development time, approved leave, or a statutory holiday is taken as follows:
- | | |
|---|-----------------|
| • Lecturers | 4.5 TTH per day |
| • Teaching Assistants and Research Assistants | 5.5 TTH per day |

The maximum number of TTH per week should not exceed 20TTH per week on a regular basis.

The TTH maxima in (i) above will be so reduced whenever a day of approved leave other than annual leave or discretionary leave is taken.

- (iv) Timetabled teaching for any Employee will be spread over no more than 185 teaching days in the year.
- (v) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima alternative arrangements may be agreed with the Collective Monitoring Committee.
- (vi) For Employees with increased workload because of special responsibilities referred to in clause 4.4.3, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by the

Employer and which is consistent with the Employee's workload being maintained at an equitable and reasonable level.

5.4 Duty Hours – refer definition clauses 2.3 and 2.4

The following limits on requirements to undertake duty apply for full-time Lecturers, Research Officers, Teaching and Research Assistants and Non-teaching Lecturers (see clause 5.5.1 for proportional Employees).

(a) Weekly Duty Hours

- (i) An Employee may be required to undertake duty each week between the hours of 8.00 am and 9.30 pm. Monday to Friday inclusive, and for a total of no more than:
 - 34 hours for Lecturers;
 - 36 hours for Lecturers who consent, or who have agreed at the time of appointment, to this higher limit;
 - 37.5 hours for Non-teaching Lecturers, Research Officers, Teaching Assistants, Research Assistants Physiotherapy Clinical Educators and Research Fellows.
- (ii) Within the total hours set out in (i) above, Employees may be required to undertake duty for up to a total of eight hours a week after 5.00 pm and on no more than two nights each week.
- (iii) An Employee may consent to undertake duties:
 - after 5.00 pm in excess of the provisions in (ii) above
 - at weekends, provided that duty is spread over no more than five consecutive days, except when it is part of an approved professional development programme under Section 7.

(b) Daily Duty Hours

An Employee will:

- (i) be on duty for no more than eight hours in any day, except when:
 - on field trips or approved off-campus teaching duties;
 - travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day.
- (ii) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
- (iii) not be required to undertake duty within 12 hours of completing duty on the previous day.

(c) Exceptions for Clinical Teaching Duties

Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 am and 5.00 pm from Monday to Friday in any year (01 February to 31 January).

5.5 Workload Provisions for Specific Types of Position

5.5.1 Proportional Employees

- (a) All TTH and the weekly Duty Hours maxima set out above will be reduced according to the predetermined proportion of full-time employment for a proportional Employee.

- (b) Notwithstanding clause 5.4 (a) a proportional Employee may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed; provided that if the Employee's employment is prematurely terminated payment will be made for the necessary number of additional days to bring the workload back to the predetermined proportion of fulltime.

5.5.2 **Non-teaching Lecturers**

- (a) A Non-teaching Lecturer shall not be required to use more than 80% of available duty time for defined tasks and functions of the position.
- (b) The Non-teaching lecturer will exercise discretion over the use of a minimum of 20% of available duty time for professional requirements/activities/attendant duties having due regard for the operational requirements of the University.

5.6 **Workload Policy**

The Employer's policy "Workload" shall be binding on the parties as if it were part of this Agreement and shall be subject to amendment following consultation and agreement with TEU National Office and Branch. The policy shall be reviewed annually.

PART 6 LEAVE

6.1 Limitations of Leave Provisions

6.1.1 The following leave provisions do not apply to Hourly Paid Employees.

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

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

6.3 Leave on an Annual Basis

6.3.1 The Leave Year

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

6.3.2 Statutory and University Holidays

The following days will be whole holidays, in addition to annual leave and discretionary leave:

New Year's Day
The day after New Year's Day
Christmas Day
Boxing Day
Good Friday
Easter Monday
Easter Tuesday
Anzac Day
The Sovereign's birthday observance
Waitangi Day
The Anniversary Day of the province
Labour Day

(a) In the event of a Statutory holiday other than ANZAC day or Waitangi day falling on a Saturday or Sunday, such holiday shall be observed on the following Monday and in the event of another holiday falling on such a Monday then the Statutory holiday shall be observed on the succeeding Tuesday.

(b) Should an employee be instructed to work on a statutory holiday, it being a day they would normally work, then they shall be entitled to a day off in lieu, to be taken by mutual agreement, at a later date.

6.3.3 Annual Leave for all Employees

All employees are entitled to five weeks of annual leave in each leave year.

6.3.4 Conditions Relating to the taking of Annual Leave

For all Employees, leave is to be taken subject to the following:

(a) The timing of annual leave will be fixed having regard to the operational requirements of the University provided that the Employee is not prevented from taking his or her leave entitlement in the current leave year. Every effort should be made by the Employer to accommodate reasonable requests for the timing of leave. Requests should not be unreasonably withheld.

(b) Periods of leave are to be taken not less than one day at a time.

- (c) Lecturers are entitled to one block of leave of at least four weeks.
- (d) All other Employees are entitled to one block of leave of at least three weeks.
- (e) Employees may apply for approval to carry forward leave entitlement of up to 10 working days to a subsequent year, for up to one year.

6.3.5 Discretionary Leave

- (a) Lecturers will be entitled to four weeks per leave year to be used at the Employee's discretion, with the following exceptions:
 - (i) Up to three weeks in each of the first two years of employment for initial lecturer training
 - (ii) Where the Employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified by the University's formal appraisal procedures
- (b) Exchange of Discretionary Leave
 - (i) The Employee and the Employer may agree in writing to exchange or convert the quantum of discretionary leave either in full (i.e. four weeks per leave year) or in part (but not less than one week). The Employee will be advised of his or her right to seek advice from TEU prior to any agreement. No Employee will be required to exchange or convert his or her discretionary leave.
 - (ii) This agreed exchange will be for a fixed period and/or for an agreed purpose. On expiry of the agreed term the Employee's original remuneration and conditions of service, including the original terms of the discretionary leave, will apply unless a new Agreement is signed.
 - (iii) Where the discretionary leave is exchanged for salary the Employee shall be compensated at the rate of 2.5% of salary for each week exchanged. This 2.5% per week salary increase becomes part of the Employee's total salary from the time the leave is exchanged, is in effect.
 - (iv) Up to four weeks of the discretionary leave may be accumulated to be exchanged for industry refresher leave or research and study leave; this exchange shall be on a week for week basis. In such cases the Employee may not be required to produce research or other forms of outcomes unless the Employee is also in receipt of a grant for which the University requires a specific outcome.
 - (v) The exchange or conversion of Discretionary Leave does not affect the workload provisions relating to teaching days or teaching hours (refer to clause 5.3 and to the University's Workload Policy).
 - (vi) Should discretionary leave be exchanged for an Employee at the commencement of his or her employment, such exchange shall not remove the requirements under clause 7.2(a) relating to professional development for a permanent Employee without significant prior teaching experience. In the case of such an Employee not demonstrating the required capabilities through an appropriate Recognition of Prior Learning (RPL) process, the Employer shall make available to the Employee the time necessary (up to 12 weeks) in order to undertake the professional development required. In such circumstances the Employer shall make the time required for

professional development available to the Employee by sufficient reduction of TTH.

- (c) Unless the Employee agrees otherwise, discretionary leave will be used in blocks of not less than one week and will be timed having regard to the operational requirements of the University.

6.3.6 Annual and Discretionary Leave Timetable

Each Employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous. Annual leave and discretionary leave as provided for in the leave timetable shall be deemed to have been taken unless a variation of the timetable has been agreed with the Employer, in writing. Requests for variation of the timetable will be considered in line with operational requirements. Permission to vary timetables will not be unreasonably withheld.

6.3.7 Calculation of Annual and Discretionary Leave Taken

Five days of leave taken will be recorded as a complete week of leave. A period of leave commences on the first working day of absence and ends on the last working day of absence.

6.3.8 Annual and Discretionary Leave for Employees with Short Service

- (a) Subject to clause 6.3.6(b), Employees with less than 12 months' full service in any one year will have leave calculated at 21 percent of the period worked less any leave taken.

- (b) Where an Employee has served less than 12 months and has negotiated a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:

- Five weeks leave entitlement:
(and no discretionary leave)
11 percent of the period worked less any leave taken
- Six weeks leave entitlement:
(i.e. five weeks annual leave and one week's discretionary leave)
14 percent of the period worked less any leave taken
- Seven weeks leave entitlement:
(i.e. five weeks annual leave and two weeks discretionary leave)
16 percent of the period worked less any leave taken
- Eight weeks leave entitlement:
(i.e. five weeks annual leave and three weeks discretionary leave)
18 percent of the period worked less any leave taken

- (c) Employees with short service who have insufficient leave will be paid in full when the University is closed.

6.3.9 Holiday Pay for Hourly Paid Employees

Holiday pay for hourly paid Employees will be paid in accordance with the Holidays Act 2003 amended October 2004 and its subsequent amendments. Payment for statutory holidays will be made only if the Employee would have worked the day in question as part of her/his normal timetable.

6.4 Sick Leave

6.4.1 Sick Leave for Lecturers and Non-teaching Lecturers

- (a) Lecturers and Non-teaching Lecturers will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the Employee's service.
- (b) All Employees appointed by the Auckland Institute of Technology or the Auckland University of Technology on or after 02 March 1999 will be entitled to 10 days on appointment.
- (c) The Employee's entitlement will then be increased by five days every six months thereafter. After fifty increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days, less the total amount of sick leave with pay that the Employee has already taken during his or her service.
- (d) Employees appointed by the Auckland Institute of Technology before 02 March 1999.
 - (i) Those Employees with accrued sick leave in excess of 260 days as at 02 March 1999 will retain their current entitlement.
 - (ii) Those Employees with accrued sick leave of less than 260 days as at 02 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.4.1(c).
 - (iii) Those Employees who have no accrued sick leave as at 02 March 1999 will be entitled to five days sick leave until their next anniversary of appointment and will then accrue leave in accordance with 6.4.1(c).
- (e) Any statutory or University holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the Employer may grant leave without pay in excess of the entitlement in (c) and (d) above in anticipation of future entitlements.
- (g) The maximum number of sick leave days to be deducted for fulltime staff for a week will be five days.

Note: Recognised service for staff employed by the Auckland Institute of Technology prior to 01 September 1993 shall continue to be recognised for the purpose of sick leave entitlement.

6.4.2 Sick Leave for Associate Professors and Professors

- (a) Associate Professors and Professors shall be entitled to 12 days sick leave on pay in each year of service. Unused sick leave may be carried forward to the immediately subsequent year and accumulated to a maximum of 60 days.
- (b) Notwithstanding subclause 6.4.2(a) above, if an Employee was employed by the Auckland Institute of Technology as at 31 December 1999 and has been continuously employed since, then any sick leave entitlement that Employee had at 31 December 1999 will continue to apply instead of the provisions of subclause 6.4.2(a).

6.4.3 Sick Leave for Research Officers, Teaching Assistants, Research Assistants and Physiotherapy Clinical Educators, Research Fellows and Senior Research Fellows

Research Officers, Teaching Assistants, Research Assistants and Physiotherapy Clinical Educators shall be entitled to 12 days' sick leave on pay in each year of service. Unused sick leave may be carried forward to the immediately subsequent year and accumulated to a maximum of 120 days.

Summary of sick leave entitlements

		Accumulation
Lecturer	10 days per year	260 days
Non Teaching Path Lecturer	10 days per year	260 days
Physiotherapy Clinical Educators	12 days per year	120 days
Research Officers	12 days per year	120 days
Senior Research Officers	12 days per year	120 days
Teaching Assistants	12 days per year	120 days
Research Assistants	12 days per year	120 days
Research Assistants	12 days per year	120 days
Senior Research Fellows	12 days per year	120 days
Assoc Professors & Professors	12 days per year	60 days

6.4.4 Medical Certificates

A medical certificate may be required for absences of five or more consecutive days. Where absence on sick leave, whether with or without pay, is for five or more consecutive days, the Employee must, unless otherwise agreed by his/her manager in writing, produce to the Employer a medical certificate stating the probable period of absence. The certificate is to be signed by an appropriate health professional.

6.4.5 Accident Compensation

Utilisation of sick leave entitlement in the case of accidents:

- (a) An Employee's sick leave entitlement under this Agreement will not be used in respect of absence due to an accident certified by a Medical Practitioner as arising out of employment by the University.
- (b) In respect of a non-work accident accepted by ACC for the purposes of earnings related compensation, leave with pay will be:
 - a charge against sick leave entitlement for the first week;
 - and, thereafter, a proportionate charge against sick leave entitlement in order that the Employee receives the equivalent of his or her ordinary pay up to and including such time as the Employee's sick leave entitlement is exhausted;
 - leave without pay will be granted when sick leave entitlement has been exhausted.

6.4.6 Leave for Sickness in the Home

Employees may be granted paid sick leave to attend to a member of the family or household who through illness becomes dependent on the Employee. The production of a medical certificate or other evidence of illness may be required.

6.4.7 Extraordinary Sick Leave

Sick leave taken in the following circumstances (up to a maximum aggregate of two years over the term of employment with the Employer) will not be debited from the sick leave entitlement. Leave will not be debited against sick leave entitlement in the following cases:

- (a) Epidemic Disease – When an epidemic is declared by the appropriate health authority, the sick leave of Employees who contract the disease will be treated as extraordinary
- (b) Notifiable Infectious Diseases – When an Employee contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending a University, leave will be treated as extraordinary.

Where ACC declines to accept liability for illness directly attributable to working conditions, the Employer may approve not debiting leave taken against sick leave entitlement.

6.5 Special Leave

6.5.1 Special Leave without Pay

Special Leave without pay, not exceeding two years, may be granted to an Employee by the Employer.

6.5.2 Leave for Family Reasons

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

- (a) serious illness of a family member;
- (b) marriage of a close relative;
- (c) other important family occasions.

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

6.5.3 Bereavement/Tangihanga Leave

An Employee will be granted leave on full pay to discharge obligations and/or pay respects to a deceased person with whom she/he has had a close association. If a bereavement occurs while an Employee is absent on paid leave the leave may be interrupted and bereavement leave granted. This provision will not apply if the Employee is on leave without pay.

In granting time off, the Employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

- (a) the closeness of the association between the Employee and the deceased (Note: This association need not be a blood relationship);
- (b) whether the Employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- (c) the amount of time needed to discharge properly any responsibilities or obligations;
- (d) reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.
- (e) A decision on a bereavement leave application will be made as quickly as possible. Approval may be given retrospectively where the circumstances reasonably prevent prior application. If paid special leave is not appropriate then annual leave or leave without pay will be granted, but as a last resort.

6.6 Parental Leave

Introduction

Subject to the enhanced conditions in this employment agreement, the provisions and eligibility criteria of the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection (Paid Parental Leave) Amendment Act 2002 shall apply to all employees.

Parental leave may be taken by both men and women following the birth of a child or legal adoption of a child under five years. Parental leave is also available to Employees intending to adopt a child under five years by whangaai placement.

6.6.1 Eligibility

- (a) Parental leave may be taken by the Employees described above who have been employed for an average of ten hours per week for at least six months or more, who will then be entitled to take up to six months combined maternity and extended leave without pay. If the Employee has more than twelve months service they may take combined maternity leave and extended leave of twelve months duration.
- (b) Notwithstanding the leave entitlements set out above, where an Employee and that Employees partner are both employed by AUT and entitled to Parental Leave the combined total of maternity, paternity and extended leave taken is not to exceed twelve months.

Note; the six month eligibility requirement will allow the Employee to access the AUT paid parental leave provided for in clause 6.6.4 (a)

- (c) Employees who have been employed for an average of ten hours per week for at least twelve months or more of service will be eligible to access the AUT paid parental leave payment provided for in clause 6.6.4 (a) in addition to making application for the paid parental leave entitlement as provided by legislation.

6.6.2 Notification and Documentation

- (a) Employees intending to take parental leave are required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by an appropriate health professional certifying the date of delivery. When less than three months' notice is given, approval will not be unreasonably withheld.
- (b) In accordance with legislation, a male Employee or spouse (husband or de facto partner, including same sex partner) applying for parental leave is additionally required to provide a written assurance from the mother (or primary care giver) that their partner intends to jointly assume care of the child.
- (c) Leave for a pregnant Employee may commence at any time during pregnancy, subject to the Employee giving the Employer one month's notice in writing supported by documentation from an appropriate health professional. A shorter period of notice will be accepted on the recommendation of a medical professional.
- (d) An Employee intending to either legally adopt a child, or a Maori Employee intending to adopt a child by whangaai placement, is entitled to parental leave provided that the requisite criteria are met. In the case of adoption, appropriate evidence must be provided, but the requirement of one month's written notice does not apply.

- (e) Subject to meeting the qualifying criteria in the preceding clauses, parental leave may be granted for each birth, qualifying adoption or whangai placement that occurs while an Employee is employed at AUT.

6.6.3 Sick leave during pregnancy

Periods of illness due to pregnancy, prior to parental leave commencing, may be charged against the Employee's sick leave entitlement. Parental leave is not to be granted as sick leave, with or without pay.

6.6.4 Paid Parental Leave

- (a) An Employee entitled to take parental leave will receive up to nine weeks paid leave at the rate of the Employee's full base salary at the effective date he/she commenced leave. The entitlement to nine weeks paid parental leave is separate to from any legislated entitlement (For clarification, there is no entitlement to "a one off payment").
- (b) An Employee who has, on medical advice, (due to pregnancy), temporarily reduced proportionality, will be paid the six week ex gratia at the rate and proportion that existed immediately prior to the temporary reduction in hours.
- (c) If for the period of any portion of the period of payment of the nine weeks paid parental leave period, the rate of a salary payable is made subject to a retrospective increase, a sum representing the applicable weekly increase shall be payable to the Employee on application.
- (d) Where an Employee and that Employee's partner are both employed at AUT and entitled to the nine weeks paid parental leave, the nine weeks paid parental leave will only apply to. The Employees concerned are to decide between them who is to receive the payment and inform the Employer.

6.6.5 Return to Work

- (a) An Employee must give the employer at least 21 day's written notice of intention to return to work before parental leave expires. Where an Employee suffers a miscarriage or stillbirth, or the infant dies within a parental leave, or an adoption becomes null and void, a request to return early to work shall be granted.
- (b) Should an Employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld and in such cases, a minimum of three weeks' notice must be given.
- (c) An Employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position and in the same location or other location within reasonable commuting distance.
- (d) Where an Employee returning from parental leave wishes to negotiate reduced hours for a specific period of time, approval shall not be unreasonably withheld by the Employer.

6.6.6 Continuity of Service and Service Based Benefits

- (a) During periods of unpaid parental leave, the Employee's service, for the purpose of any rights or benefits that are conditional on unbroken service, shall not be broken.

- (b) In accordance with the Holidays Act 2003 (amended October 2004), although annual leave continues to accrue throughout periods of unpaid parental leave, payment for that annual leave is equivalent to the Employee's average daily earnings over the past twelve months.
- (c) Annual leave already accrued will not be required to be taken before the Employee commences parental leave, but may be held over and taken when the Employee returns to work.

6.7 Miscellaneous Leave Provisions

6.7.1 Leave of absence with or without pay may be granted to an Employee at the Employer's discretion. Leave will not be unreasonably withheld in the following circumstances:

- (a) Cultural, community and sporting activities, involving national or provincial representation.
- (b) Educational activities pertaining to an Employee's work noting that:
 - (i) For recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved
 - (ii) Examination leave will be on full pay
- (c) Upgrading qualifications at the request of the Employer.
- (d) Employee's Marriage, civil union or similar occasion..
- (e) Involvement in recognised civil defence and search and rescue activities.
- (f) Attendance at meetings of recognised local authorities as a member.
- (g) Attendance, as a duly appointed representative of the union, at meetings of TEU.
- (h) Attendance at approved union education courses.

6.7.2 Leave for Approved Statutory Authorities

The Employer will grant leave on full pay to an Employee who is required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the Employee from the authority will be paid to the University.

- A university council.
- A college of education council.
- A polytechnic council.
- NZ Qualifications Authority.
- Disputes and grievance committees established under Part 12 of this Agreement or any other bodies replacing them in function.
- Hearings of the Employment Court or any body established to replace the Employment Court.
- NZ University Programmes Committee.

The period with pay is for the time necessary to travel to, attend and return from the meeting.

PART 7 TRAINING AND PROFESSIONAL DEVELOPMENT

7.1 Reciprocal Commitment

Employees have an obligation to maintain and enhance their competencies both in their teaching areas and as educators, and where appropriate as researchers. The Employer has a responsibility to ensure that Employees receive timely and appropriate training and opportunities for professional development.

7.2 Training

(a) Permanent lecturers who are appointed to AUT without significant prior teaching experience will, in the first two years following appointment, undertake up to 12 weeks appropriate professional development in the practice of adult and tertiary education which will equip them to discharge effectively their obligations as set out in Schedule C of this Agreement.

Provided that this requirement may be waived in whole or in part consequent on the lecturer demonstrating the required capabilities through an appropriate Recognition of Prior Learning (RPL) process.

(b) In each of the first two years of employment a lecturer may be required to use up to three weeks' discretionary time and five days' professional development leave for the professional development required in clause 7.2(a).

(c) Appropriate professional development opportunities will be provided to fixed term Employees, having regard to the length of their appointment.

7.3 Professional Development

7.3.1 Staff Responsibility

It is the professional responsibility of staff to obtain feedback on their academic practice.

Refer to the policy "Staff Development" Revised 12/1/04

7.3.2 Professional Development for Lecturers and Non-teaching Lecturers and Physiotherapy Clinical Educators, Research Fellows and Senior Research Fellows, will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for periods of employment of less than a full year.

7.3.3 Professional Development for Research Officers, Senior Research Officers and Teaching Assistants and Research Assistants, will be allocated five duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for periods of employment of less than a full year.

7.3.4 Professional Development for Lecturers Non-teaching Lecturers, Research Officers, Senior Research Officers, Teaching Assistants, Research Assistants and Physiotherapy Clinical Educators, Research Fellows and Senior Research Fellows is subject to:

- (a) the Employee submitting a proposed programme of development activities which accounts for this time or its equivalent;
- (b) the Employer approving the proposed programme. Approval will not be unreasonably withheld;
- (c) reasonable notice being given of proposed activities and the timing of the programmes being negotiated with due regard to the University's operational requirements;

- (d) where an Employee undertakes approved professional development in her/his own time for the equivalent of the allocated duty days, he or she will use the allocated days at her/his discretion, provided the provisions of subclause 7.3.3(c) of this clause apply.
- (e) Provided that the requirements of subclause 7.3.3(c) of this clause are met the following activities will be approved as part of a programme:
 - attending staff development or training programmes sponsored or run by the University or TEU;
 - attending work-related conferences;
 - undertaking work-related study of not less than two weeks in the case of Teaching Path and Non-teaching Lecturers, and not less than one week in the case of Research Officers and Teaching Assistants and Research Assistants.
 - undertaking industry or professional refresher activities
 - The employer recognises the unique and important role that the tribal hui or significant Maori hui play in the personal and professional development of Maori employees. In recognising this, the following shall apply:
 - All Maori staff members may apply to use professional development time to attend culturally significant hui. Culturally significant hui may include but not be limited to the following;
 - Hui Whanau Whakawhanaunga or Hui-a-Iwi
 - Hahi
 - Kingitanga
 - Hui-a-Tau
 - Te Ra Whakanui I te Whakaputanga
- (f) If, in the opinion of the Employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the Employee may be required to undertake such duty as the Employer directs for any part or all of the 10 days so affected.
- (g) Employees will be entitled to a minimum of \$1200 per annum, pro-rata for proportional staff and those employed for a period of employment less than the full time for reimbursement of actual and reasonable expenses for approved professional development activities. The professional development grant shall be used in the most efficient manner when booking travel and accommodation services provided that all bookings are made in accordance with AUT policy and procedures.
- (h) Professional development days may be accumulated according to any conditions which have been agreed between the Employer and the Employee including industry refresher, research or study activities.
- (i) The Employee may carry over all or part of the days and/or all or part of financial entitlement to the following year to a maximum of three years accumulated entitlements. Approval for a carryover shall not be unreasonably withheld. Unused entitlements for which there is no written agreement to carry over shall be forfeit. Approval for carry over pursuant to an IDP shall be automatic for the first two years.
- (j) Where an Employee resigns and has been unable to undertake planned development activities for which there is a financial entitlement the unused financial entitlement shall be paid to the Employee as taxable income.

7.3.6 Professional Development for Associate Professors and Professors

- (a) Research and study leave shall be granted to Associate Professors and Professors on the same terms as stipulated for Research Path Lecturers in clause 7.3.4 (above), provided that the entitlement shall be a minimum of one semester in every seven semesters.

(b) Associate Professors and Professors shall be required to seek feedback on their performance annually and shall undertake a comprehensive feedback process every two years, the purpose of which shall be to inform the Employee's professional development. The feedback process must meet the following criteria:

(i) Be comprehensive
Initiate inquiry into all key aspects of the Employee's work, both in terms of what he or she achieves (objectives) and how he or she achieves this (e.g. leadership management, teaching, research capability and effectiveness, as appropriate).

Receive input from an appropriate selection of any direct reports and colleagues who depend on or are the intended beneficiaries of his or her services, or with whom he or she frequently collaborates, as well as feedback from his or her manager.

(ii) Be valid, i.e.: be constructed according to a sound methodology, tested and used to good effect.

(ii) Be facilitated by an external facilitator so as to be seen to be credible and safe for all parties.

(iii) Be structured, including written feedback, appropriate opportunities for dialogue, the development of an action plan based on the feedback, and review of the implementation of that action plan.

The Employee is required to inform his or her manager of the process being adopted and when the cycle has been completed.

The result of the feedback should be reflected in the Employee's individual development plan.

The Employee may select or develop any process which meets the above criteria, or he or she may opt to undertake the "upward feedback" system which has been chosen by the University as its standard process. The cost of this process may be charged to the Employee's cost centre.

Refer to the policy "Staff Development" for further guidance on the procedures available. Dated 12/1/04

Summary of Professional Development time

Lecturer	10 days per year
Non Teaching Lecturer	10 days per year
Physio Clinical Educators	10 days per year
Research Fellows	10 days per year
Senior Research Fellows	10 days per year
Research Officers	5 days per year
Senior Research Officers	5 days per year
Teaching Assistants	5 days per year
Research Assistants	5 days per year
Assoc Profs and Professors	1 semester in 7 or 2 in 14

PART 8 ALLOWANCES, EXPENSES AND GRANTS

8.1 Employment Related Expenses

The Employer will make reimbursement to Employees so that they do not incur personal costs as a result of requirements of the Employer. Reimbursement will be according to:

- (i) the following provisions for reimbursements, allowances and expenses, or
- (ii) the policies, procedures and practices the Employer establishes for any matters not specifically covered by the provisions of this Agreement.

8.2 Travelling Allowance

An Employee required to travel within New Zealand on official business will be paid a travelling allowance as follows:

- (i) approved actual and reasonable accommodation costs, or an allowance of \$42.15 per night effective 01 January 2011
- (ii) actual and reasonable travel costs, and
- (iii) actual and reasonable meal costs up to \$84.28 effective 01 January 2011
- (iv) an incidental allowance of \$10.59 effective 01 January 2011;
- (v) in addition, when away from home on official business an Employee with dependents is entitled to one visit home per month at the Employer's expense.

An employee required to travel outside New Zealand will be paid expenses in accordance with the University's current policy, procedures and guidelines.

Where appropriate the Employee will provide proof of payment.

Refer to Travel policy and procedures

8.3 Meal Allowances

When an Employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the Employee will be paid one meal allowance of \$17.67 effective 01 January 2011

Expense Allowance Summary

Allowance	01 January 2011
Overnight Accommodation (8.2 i)	\$42.154
Daily Allowance per day (8.2 iii)	\$84.28
Daily Incidental allowance (8.2 iv)	\$10.598
Meal Allowance (8.3)	\$17.67

8.4 Tea Expenses

The Employer will provide Employees with free morning and afternoon tea.

8.5 Transport Allowances

When required to use their own vehicle for official business, employees will be entitled to claim a motor vehicle allowance. This allowance will be set annually by AUT on 1 November of each year, and will align with the prescribed IRD rate and conditions at the time of the review

- (a) Employees will cover the cost of their own travel to and from their work each day, provided that where the work base varies from time to time, the Employer will pay any additional costs incurred. The Employer may operate a policy by which this is accomplished.

- (b) Employees are responsible for providing their own private insurance cover for their vehicles.

If the employee's vehicle is damaged during authorised business travel, then the employee's private insurance policy should first be applied to cover the costs of repair. In such circumstances, the Employer agrees to reimburse the Employee for up to \$500 of the excess under the private insurance policy.

See also AUT's Travel and Expense Policy for situations where AUT's insurance cover may be accessed by an Employee who's vehicle is damaged during authorised business travel"

8.6 Transfer Expenses

- (a) Transfer expenses will be paid when an Employee's normal place of work within the University, is moved to a location out of the local area and the Employee transfers within 12 months of the change in workplace.
- (b) Employees will be paid actual and reasonable costs of transfer as follows:
 - (i) Temporary accommodation pending acquisition of permanent accommodation, for up to three months;
 - (ii) packaging, freight and storage of furniture and personal effects;
 - (iii) travel costs for the Employee's immediate family and other dependent members of the household;
 - (iv) legal fees and land agent's commission for the sale of a home at the former location and the purchase of a home at the new location (home will include land purchased for the purpose of building a house);
 - (v) any penalty attached to the early repayment of the mortgage.
- (c) Where transfer expenses are paid the maximum payment will be \$25,000.
- (d) A payment towards transfer expenses may be made at the time of appointment.

Refer to Relocation Expenses policy for new employees (Revised 19/3/03)

8.7 Compassionate Grant on Death of Employee

- (a) Upon the death of a permanent Employee, the Employer may pay to the next of kin an amount as follows:
 - (i) for an Employee with 10 years' and under 20 years' service, one-twelfth of the annual salary;
 - (ii) for an Employee with 20 years' service or more, one-eighth of the annual salary.
- (b) For the purpose of this clause, the term 'next of kin' means:
 - (i) the spouse or partner of the deceased Employee;
 - (ii) any dependent relative of the deceased Employee.

8.8 Reimbursements

Reimbursement will be made in full upon application to the Employer according to the following provisions:

- (a) Subscriptions to professional associations where membership is mandatory.
- (b) The cost of annual practising certificates or registrations, where these are required, either to undertake the work for which the Employee has been employed, or to maintain membership of a recognised professional association in terms of sub-clause (a) of this clause.

- (c) Loss or damage to personal property in the course of duty when not due to the Employee's negligence or misconduct and provided that, where appropriate, payment may be less than replacement cost.

8.9 Care of Dependants

The Employer may reimburse the actual and reasonable expenses incurred in caring for dependants when an Employee attends a course or is travelling on official business or is required to work abnormal hours, and alternative arrangements cannot be made without additional cost.

8.10 Special Responsibilities Salary Allowance

Special Responsibilities Salary Allowance as described in clause 4.4.3(a) will be increased by 2.0% effective 01 January 2011.

PART 9 HEALTH, SAFETY AND WELLBEING

9.1 Working Conditions

The parties are committed to ensuring the promotion of a safe and healthy workplace with a high priority on staff wellness and the provision of a safe and healthy working environment.

Consistent with this commitment, the parties will work together on the development and enhancement of policies, procedures and programmes including those for:

- Managing stress in accordance to Occupational Safety and Health Guidelines
- Conflict management and resolution of disputes
- Employee assistance
- Appropriate work-life balance initiatives.

And will fully discharge their respective obligations under the Health and Safety in Employment Act 1992 (including regulations and amendments).

For more information on the Occupational Safety and Health Guidelines on managing stress please refer to www.osh.dol.govt.nz

9.2 Employer Obligations

The Employer will ensure that employees:

- Have reasonable opportunities to participate in the development of health and safety policy and procedures,
- Have information on workplace hazards and the control measures in place and / or available,
- Will be trained on the job in the safest way and on the appropriate use of all protective equipment and devices,
- Are aware of emergency and evacuation procedures,
- Who experience injury or illness will have rehabilitation support,
- Are not required to perform tasks that are likely to cause serious harm.

The employer will:

- Record and investigate and take appropriate corrective action following the reporting of injuries and illnesses or the identification of hazards.
- Initiate periodic review of health and safety management systems and procedures and will involve employees in these reviews.

9.3 Employee Obligations

Employees will:

- Report hazards, to identify and suggest control measures and to take reasonable steps to remove or minimise harm pending employer remedial action,
- Report in a timely manner all workplace injuries and work related illnesses.
- Follow instructions on the use of protective equipment and devices,
- Know, inform students and as necessary to follow emergency and evacuation procedures,
- Attend health and safety training on injury/illness prevention related to their tasks/ work environment,
- Participate in periodic reviews of health and safety management systems.

9.4 Specific Provisions for Employee Protection

The Employer will provide at the Employer's cost as follows:

- **Hearing protection** as required for employees working in noisy conditions,

- **Eye protection** where the Employer considers that an employee is working in an “eye danger” area. Such eye protection to be:
 - Standard safety glasses with neutral lenses, or
 - Specially hardened neutral “clip on” safety glasses to be worn over optical glasses, where the employee works only occasionally in an “eye danger” area, or
 - Specially hardened optically correct lenses in a safety frame, fitted by an optometrist, where the employee works for substantial periods in an “eye danger” area.
- **Protective clothing** where the Employer considers that the nature of an employee’s work is more than normally destructive to clothing. Such clothing will be issued on:
 - a permanent basis, or
 - on temporary loan, and be laundered at the Employer’s expense.
- **Uniforms** where the Employer requires uniforms to be worn. Such uniforms will:
 - remain the property of the Employer and:
 - be replaced on a fair wear and tear basis,
 - be laundered/dry cleaned at the Employer’s expense
- **Safety Footwear** where the Employer considers such footwear to be necessary. The Employer shall reimburse the Employee for safety footwear purchased.
- **Immunisation** at the Employee’s request, against Hepatitis B where an Employee is at significantly increased risk of acquiring Hepatitis B because of the nature of their job.

9.5 VDU Operators

- 9.5.1 A VDU Operator is defined as a staff member who uses a Visual Display Unit for 50% or more of their working time or for continuous periods of two hours or greater per working day.
- 9.5.2 VDU Operators should have their eyes tested prior to or soon after commencing employment and thereafter every two years.
- 9.5.3 On production of the receipt the Employer will reimburse costs up to a maximum of \$200 for prescription spectacles or contact lenses for a VDU Operator provided that the need for spectacles for VDU Operation has been endorsed by an optometrist and a copy is provided of the visual examination form prescribed by the NZ Optometrist Association.

PART 10 ORGANISATIONAL CHANGE

10.1 Consultation

10.1.1 Employer recognises the potential impact of significant organisational change in the work lives of Employees and seeks to minimise any negative effect of change through appropriate processes of consultation.

Accordingly, the Employer will notify in writing the National Secretary of TEU, the President of the local branch of TEU and affected Employees of any reviews, including mergers and amalgamations.

10.1.2 The National Secretary of TEU, the President of the local branch of TEU and affected Employees will be notified in writing by the Employer of any reviews of the University's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing Employees.

10.1.3 A minimum of one month will be provided to allow TEU and affected Employees to make submissions which will be considered by the Employer before making a final decision. The parties may agree to a lesser period. The minimum one month's notice in Clause 10.1.3 will exclude the following University breaks; the summer holiday break (15 December to 31 January), – and any periods of time where the Faculty or School under review has scheduled a default leave week/s.

The Employer will provide the union with an opportunity to be involved in any review. The Employer will take all practicable steps to provide relevant information requested by TEU.

10.2 Application

These provisions apply to Employees who have an ongoing expectation of employment. They will not apply to Employees who have reached the expiry of a fixed term appointment made in accordance with clause 3.1.3 of this Agreement or to hourly paid Employees.

10.3 Surplus Staffing

10.3.2 A surplus staffing situation exists when as a result of reduction in funding, course demands, organisational changes or other identified factors the Employer requires a reduction in the number of Employees. No existing Employee will be displaced by the appointment of a Research Officer or Teaching and Research Assistant.

10.3.3 Identification of Surplus Staffing

- (a) In the event that a review of the University's organisational structure or function, following consultation as provided for in clause 10.1, results in a surplus staffing situation, the Employer shall advise in writing individual Employees who might be affected and shall also advise such Employees of their right to assistance from TEU.
- (b) The process and/or criteria for determining the specific positions which are to be declared surplus to requirements shall be determined by the Employer following consultation with TEU.

10.3.4 Notification

Once specific positions have been identified as surplus to requirement:

- (i) If there is more than one position and more than one Employee per position is potentially affected, the Employer shall call for voluntary severance from the Employees potentially affected. The Employer shall determine which, if any, of those Employees who request voluntary severance shall be granted voluntary severance, having due regard to retaining a viable skill and experience base within the reduced workforce. Any Employee who is granted voluntary severance shall receive two months' notice prior to the date of discharge. This date may be varied by agreement between the Employer and the Employee.
- (ii) If there is only one position affecting only one Employee or in respect of staff for whom severance is not voluntary, the Employer shall advise the National Secretary of TEU, the Chair of the AUT President of TEU and the Employee(s) affected not less than two months prior to the date by which the Employee is to be discharged. This date may be varied by agreement between the Employer and Employee.
- (iii) The two month notice period of the discharge date, will not include any planned periods of annual or discretionary leave. All annual and discretionary leave will be paid in addition to the notice period worked or paid in lieu, as per the severance formula in clause 10.5.4.

10.4 Options

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

- (i) Voluntary severance as provided for in clause 10.3 above;
- (ii) Attrition;
- (iii) Redeployment;
- (iv) Retraining;
- (v) Severance.

The aim will be to minimise the use of severance. Where the other options are inappropriate to discharge the surplus the option of severance will be made available.

10.4.2 Employees who are offered a position within the University which is directly comparable to their existing positions, which does not require a change in residential location, and who decline appointment will not have access to severance. The above options will continue to be available to Employees declared surplus until the Employee's last date of employment.

10.5 Conditions

10.5.1 Attrition

Due to the normal process of staff turnover the number of Employees is allowed to decrease by not replacing Employees as they leave.

10.5.2 Redeployment

The employer shall actively seek redeployment options. Where an opportunity exists, the employee shall be given due consideration consistent with and appropriate to their skills and experience subject to the following conditions:

- (a) Where the new position is at a lower salary, an allowance will be paid to preserve the salary at the rate paid immediately prior to redeployment.

This allowance can be paid in the following ways:

- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
 - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is at a location outside the local area, the Employee will be entitled to transfer expenses as set out in clause 8.6(a) of this Agreement.

10.5.3 Retraining

The Employer may, following application from the Employee, offer the option of retraining with financial assistance. The total cost to the Employer, including any salary and training costs will not exceed 110% of the value of the severance payment the Employee would be entitled to. Where the Employee receives a severance payment any training allowance additional to this payment shall be by way of reimbursement of the costs of personal skills development up to 10% of the amount of the severance payment.

10.5.4 Severance

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this subclause is as defined in Part 2; except that for staff employed by the Auckland Institute of Technology prior to 01 April 1988, service also includes other relevant Government service.

However, with effect from 01 December 1995 other relevant Government service in excess of 12 years will cease to apply and the remaining other relevant Government service will be abated at the rate of two years for every one year of University or Polytechnic service accrued thereafter.

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

- (i) continuous service as a teacher in any public school, manual training centre, post-primary service, colleges of education, specialised teaching service or any school or teaching service under the control of the Department of Education;
 - (ii) continuous service as a teacher in the Cook Islands or Western Samoa or under any school of co-operation with the Government of Fiji or the Government of Tonga;
 - (iii) continuous service as an inspector of schools or as an officer employed by the Department of Education to supervise or direct the work of teachers or give teacher professional assistance;
 - (iv) continuous service as a teacher or educator in an operation which has since transferred by a decision of Government to the University service (e.g. nursing training). This is counted as continuous service for the purposes of this subclause regardless of whether the transfer takes place before or after 01 April 1988.
- (c) All service recognised under 10.6.5 (b) excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any University Employer.

- (d) "Continuous service" for the purposes of (b) above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the University service, or one month within other service(s) approved under (b) above.
- (e) Payment will be made in accordance with the following:
- (i) Where termination is immediate or less than two months' written notice is given by the Employer, 16% of salary for the preceding 12 months or the appropriate proportion of this amount will be payable in lieu of notice not given, regardless of length of service;
 - (ii) 12 percent of salary for the preceding 12 months, or part thereof for Employees with less than 12 months service; and
 - (iii) 4 percent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
 - (iv) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

An Employee who through agreement has temporarily reduced his/her hours, or is on a period of unpaid leave, shall have their payment calculated for the 12 months' service, at the salary of their substantive position.

Notwithstanding clause 3.3 when an Employee is employed on a fixed term appointment and the position is declared surplus during the term of the appointment, the Employee will be paid out the remainder of their fixed term agreement.

Outstanding annual and discretionary leave will be cashed up separately.

Severance Formula Summary

Less than 2 months' notice = 16% of preceding 12 month salary, or
With 2 months' notice = 12% of preceding 12 month salary
Plus
4% of previous 12 months' salary x number of years' service minus one up to 19 years,
Plus
.333% of previous 12 months' salary x number of completed months of service in final year.

10.6 Technical Redundancy

Where an Employee's employment is being terminated by the University by reason only of the sale or transfer of the whole or part of its business, nothing in this Agreement or any other Agreement shall require the University to pay compensation for redundancy to the Employee if:

- (a) the person or organisation acquiring the business, or the part being sold or transferred:
 - has offered the Employee employment in the business, or the part being sold or transferred;
 - has agreed to treat service with the University as if it were continuous service with that person or organisation; AND

- (b) the conditions of employment being offered to the Employee by the person or organisation acquiring the business, or the part being sold or transferred are the same as, or no less favourable than, the Employee's conditions of employment, including:
- any service related and redundancy conditions; AND
 - any conditions relating to superannuation under the employment being terminated; AND
 - the offer of employment by the person or organisation acquiring the business, or the part being sold or transferred, is an offer to employ the Employee in that business either:
 - in the same capacity as that in which the Employee was employed; OR
 - in a capacity that the Employee is willing to accept.

10.7 Rights of Employees Declared Surplus

10.7.1 Time off to Attend Interviews

Employees will have reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the University.

10.7.2 References

The Employer will supply to all surplus Employees a letter of reference.

10.7.3 Counselling

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

10.7.4 Employees on Leave

An Employee who is declared surplus and who is on parental leave, absence due to extended illness, accident compensation, approved special leave without pay or secondment will be covered by the surplus staffing provisions of this Agreement.

10.8 Employee Protection Provision

10.8.1 Introduction

In any case of restructuring, as defined in the Employment Relations Amendment Act (No. 2) 2004, where it is proposed that the business (or part of it) is to be sold or contracted out, the Employer will notify TEU and the affected employee(s) that restructuring is a possibility, as soon as is practicable, subject to the requirements to protect commercially sensitive information.

10.8.2 Definitions

For the purposes of these provisions "affected employee", "restructuring" and "new employer" shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004. "Employer" shall mean the original employer party to this Collective Agreement.

10.8.3 Consultation

These employee protection provisions are to be read in conjunction with the surplus staffing consultation and restructuring provisions in this Agreement that appear in Section 10 "Organisational Change". When consulting, the employer will provide TEU with relevant information about the restructuring proposal and details of how and when it is likely to impact on the affected identified employees.

10.8.4 Terms of Employment

In the course of negotiating a sale or purchase agreement or a contract for services, the Employer will endeavour to obtain employment for affected employees and will raise in discussions with the new Employer the following matters:

- (a) whether or not the new Employer will make offers of employment to the Employer's Employees and if so, whether Employees will be offered employment in the same capacity;
- (b) whether the conditions of employment offered will be the same or no less favourable than the Employee's conditions of employment; and
- (c) whether service with the Employer will be treated as continuous service with the new Employer

10.8.5 New Employment Opportunities

The Employer will subsequently advise TEU and affected Employees as to whether employment opportunities exist with the new Employer and, if so, the nature of those opportunities. The Employer will also advise Employees and explain the implications of their right to accept or decline to transfer to the new Employer.

10.8.6 Implications for redundancy compensation of election to transfer

Those Employees who elect to transfer to the new Employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the Employer because of the transfer.

PART 11 UNION MATTERS

11.1 Union Information

- (a) When requested in writing by the National Secretary of TEU, the Employer will, within one month, supply to the union a list of names, addresses and designations of all Employees party to this Agreement. TEU will not make such requests to the Employer at intervals shorter than six months.
- (b) The Employer will provide TEU with the names of new staff who become a covered to this Agreement.

11.2 Deduction of Union Fees

- (a) The Employer will deduct union subscriptions for all TEU members covered by this Agreement except in cases agreed to between the Employer and the Union.
- (b) The manner of deduction and remittance will be agreed between the National Secretary of TEU and the Employer.

11.3 Union Meetings

- (a) The Employer will allow all TEU members covered by this Agreement to attend, on paid leave, two TEU stopwork meetings (each of a maximum of two hours' duration) in each year, provided that:
 - (i) 14 days' notice of the date and time of any proposed stopwork meeting is given to the Employer;
 - (ii) wherever practicable the time of the proposed stopwork meeting is set by negotiation between the Employer and TEU.
- (b) The Union will make arrangements with the Employer to ensure that the Employer's business is maintained during any union meeting, including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the Employer's operation to continue.
- (c) Work will resume as soon as practicable after the meeting.
- (d) TEU will supply the Employer with a list of members who attended and will advise the Employer of the time the meeting finished.

11.4 Access to Premises

Official representatives of TEU will, on any reasonable terms the Employer may require, be given access to the University's premises for the purposes of discussing with Employees any matters pertaining to their Employment Agreement.

11.5 Branch President

The Employer will recognise the TEU Branch President r as the union representative on site. Notice of the appointment of the Chair will be given to the Employer in writing. TEU and the Employer have agreed that on an annual basis a 0.8 time allocation will be made to the AUT Branch President, plus provision for relief staffing for branch officers to attend agreed University committee meetings.

11.6 Leave for Union Business

In accord with any established University policies the Union and the Employer agree to an exchange of letters each leave year to establish the quantum of, and arrangements for, leave available to elected representatives of TEU for union business.

11.7 Collective Monitoring Committee

A Collective Monitoring Committee will be established to deal with specific matters arising from this Agreement. This Committee will operate according to Schedule A.

PART 12 EMPLOYMENT RELATIONSHIP PROBLEMS

12.1 Procedure for Resolving Employment Relationship Problems

Refer to Employee Early Resolution Policy for details about conflict resolution. Please note that this policy is under review.

- 12.1.1 Employment relationship problems include personal grievance (i.e. claim of unjustifiable dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership of a Union or Employee association); disputes about the interpretation, application or operation of an Employment Agreement; and any other problem arising out of the employment relationship between the Employee and the Employer, not being a problem relating to the fixing of new terms and conditions.
- 12.1.2 An Employee who believes he or she has an employment relationship problem should, with the assistance of TEU if he or she so chooses, raise the problem with his/her manager, that manager's manager, his or her Head of School or Human Resources.
- 12.1.3 Both the Employee and Employer should try to resolve the problem by taking a win-win approach and, if suitable, use the University's Employee Early Resolution Policy in an attempt to reach resolution.
- 12.1.4 Personal Grievances**
- (a) An Employee who believes he or she has a personal grievance must raise the matter with the Employer within 90 days of the grievance occurring or coming to the Employee's attention, whichever is the latter. A written submission is strongly encouraged.
 - (b) The Employer will attempt to resolve the grievance in the same manner as provided for in clause 12.1.3 above.
 - (c) If resolution is not achieved through discussion either the Employee or the Employer, or both parties jointly, may apply for mediation assistance from the Department of Labour.
 - (d) If resolution is not achieved through mediation at the Department of Labour, the Employee may apply to the Employment Relations Authority for investigation and determination.
 - (e) In certain circumstances the decisions of the Employment Relations Authority may be appealed by the Employee or the Employer to the Employment Court.

SCHEDULE A THE COLLECTIVE MONITORING COMMITTEE

1 Introduction

The Collective Monitoring Committee is established in accordance with clause 11.7 of this Agreement.

2 Composition of the Committee

2.1 The committee will be composed of equal numbers; not less than two each of management representatives and two local lecturers who are parties to the Agreement and nominated by TEU.

2.2 The convenor of the committee shall be elected on an annual basis by members of the Committee. Appointments will be confirmed annually.

2.3 The Committee may agree to the formal co-option of further members as appropriate to deal with specific issues.

3 Role of Committee

3.1 The functions of the committee are to:

- (a) Monitor the implementation of the following specified areas within the collective employment Agreement:
 - (i) progression to senior lecturer and principal lecturer;
 - (ii) progression within the senior lecturer grade;
 - (iii) development of policies relating to part-time lecturers;
 - (iv) starting salary policy;
 - (v) workload policy;
 - (v) review of other Collective Monitoring Committee developed policies.
- (b) Provide advice on any other matters referred to by the Vice Chancellor. The committee does not have a role in relation to variations to this Agreement.

4 Operating Guidelines

4.1 The Committee will develop guidelines in relation to meeting frequency, agendas, and minutes and meeting protocol.

4.2 Committee members would be expected to consult using their own protocol with their constituencies throughout the process prior to decision-making.

4.3 Committee members shall genuinely seek to reach a consensus on all matters that come before the committee and to demonstrate good faith in discharging their responsibilities under the provisions of this schedule:

- (a) For matters which pertain to the Agreement, where Agreement consensus cannot be reached, the status quo of the Agreement prevails.
- (b) For matters where no status quo applies and agreement cannot be reached, but when an agreement within the terms of the Agreement is necessary for the proper functioning of the institution, normal prerogative prevails through matters being referred to the Vice Chancellor until such time as the committee reaches agreement.

- 4.4 Agendas and minutes of meetings will be available for interested outside parties such as the National Secretary of TEU.
- 4.5 Advisers may be invited to attend subject to committee agreement.
- 4.6 Local policy agreed by the committee will be promulgated through standard local procedure and subject to periodic review/amendment by the committee.

5 Resourcing

- 5.1 Secretarial support and time allowances will be made available to the committee to ensure its effective operation.
- 5.2 Subject to operational requirements, leave shall be made available for appropriate training to approved TEU nominees with any travel and accommodation costs shared with TEU.

SCHEDULE B ACADEMIC STAFF SALARY STRUCTURE

All rates and allowances, printed and paid, (except Transport Allowance) to increase by 2.0% on 01 January 2011.

Research Pathway salary deleted and moved the Schedule E

Teaching Path title has been removed and these are listed now as Lecturer and Lecturer 110%

Schedule B Academic Staff Salary Structure

GRADE	1/01/2011
TEACHING & RESEARCH ASSTS	plus 2.0%
TRA 1	35091
TRA 2	37056
TRA 3	39021
TRA 4	40986
TRA 5	42952
TRA 6	44917
TRA 7	46882
TRA 8	48847
RESEARCH OFFICERS	
RO 1	50812
RO 2	52778
RO 3	54742
RO 4	56707
RO 5	58672
RO 6	60637
RO 7	62602
RO 8	64566
----- BAR -----	
RO 9	66533
RO10	68498
RO11	70604
RO12	72709
SENIOR RESEARCH OFFICERS	
SRO 01	74392
SRO 02	75938
SRO 03	77480
SRO 04	79026
SRO 05	80568
SRO 06	82114
SRO 07	83656
SRO 08	85200

GRADE	1/01/2011
	plus 2.0%
RESEARCH FELLOW	
RF 01	57650
RF 02	59828
RF 03	62007
RF 04	64185
RF 05	66364
RF 06	68541
RF 07	70720
RF 08	72898
RF 09	75077
RF 10	77400
RF 11	79723
RF 12	82047
SENIOR RESEARCH FELLOW	
SRF 01	84080
SRF 02	85676
SRF 03	87274
SRF 04	89017
SRF 05	90904
SRF 06	92792
SRF 07	94825
SRF 08	96858
PHYSIO CLINICAL EDUCATORS	
CE 01	53846
CE 02	55840
CE 03	57835
CE 04	59828
CE 05	61823
CE 06	63817
CE 07	65811
CE 08	67573
CE 09	69666

GRADE	1/01/2011
	plus 2.0%
LECTURERS	
TL 1	60926
TL 2	62863
TL 3	64799
TL 4	66735
TL 5	68801
TL 6	70866
TL 7	72931
SENIOR LECTURERS	
TSL 1	75144
TSL 2	77882
TSL 3	80612
TSL4	83398
TSL 5	86192
TSL 6	88984
SENIOR LECTURER ABOVE BAR	
TSL 7	91417
----- BAR -----	
TSL 8	94966
----- BAR -----	
TSL 9	98938

GRADE	1/01/2011 plus 2.0%
110% LECTURERS	
L 1	67019
L 2	69149
L 3	71278
L 4	73409
L 5	75681
L 6	77952
L 7	80224
110% SENIOR LECTURERS	
SL 1	82659
SL 2	85670
SL 3	88673
SL4	91738
SL 5	94811
SL 6	97882
110% SENIOR LECTURER ABOVE BAR	
SL 7	100559
----- BAR -----	
SL 8	104462
----- BAR -----	
SL 9	108832
ASSOCIATE PROFESSORS	
AS 1	109021
AS 2	112538
AS 3	116054
AS 4	119571
AS 5	123088
AS 6	126605
PROFESSORS	
P 1	119571
P 2	124595
P 3	129619
P 4	134644
P 5	139668
P 6	144692
P 7	149717
P 8	154741

NOTE: 1. Progression through the scales for TRA, RO (up to RO8), RF, SRF, TL, TSL (below the bar), PCE, RL, RSL (below the bar) shall be by annual automatic increment. Progression between grades and beyond all “Bars” shall be in accordance with AUT’s promotion processes. Progression within the Associate Professor and Professor scales shall be by review in accordance with clause 4.3.8.

HOURLY PAID RATES for Casual Employees only

Note appointments to these rates must comply with Clause 3.1.4.

All rates EXCLUDE 8% Holiday Pay.

HOURLY RATES	1/01/2011
GRADE	plus 2.0%
Teaching & Research Assistants	
TRA 1	\$ 19.20
TRA 2	\$ 20.27
TRA 3	\$ 21.35
TRA 4	\$ 22.42
TRA 5	\$ 23.50
TRA 6	\$ 24.57
TRA 7	\$ 25.65
TRA 8	\$ 26.72
Research Officers	
RO 1	\$ 27.80
RO 2	\$ 28.87
RO 3	\$ 29.95
RO 4	\$ 31.02
RO 5	\$ 32.10
RO 6	\$ 33.17
RO 7	\$ 34.25
RO 8	\$ 35.32
--- BAR ---	
RO 9	\$ 36.40
RO10	\$ 37.47
RO11	\$ 38.62
RO12	\$ 39.78
Senior Research Officers	
SRO 1	\$ 40.70
SRO 2	\$ 41.54
SRO 3	\$ 42.39
SRO 4	\$ 43.23
SRO 5	\$ 44.07
SRO 6	\$ 44.92
SRO 7	\$ 45.76
SRO 8	\$ 46.61

HOURLY RATES	1/01/2011
GRADE	plus 2.0%
Lecturers	
TL 1	\$ 38.93
TL 2	\$ 40.17
TL 3	\$ 41.40
TL 4	\$ 42.64
TL 5	\$ 43.96
TL 6	\$ 45.28
TL 7	\$ 46.60
Senior Lecturers	
TSL 1	\$ 48.02
TSL 2	\$ 49.76
TSL 3	\$ 51.51
TSL 4	\$ 53.29
TSL 5	\$ 55.07
TSL 6	\$ 56.86
TSL 7	\$ 58.41
TSL 8	\$ 60.68
TSL 9	\$ 63.22

GRADE	13/01/2010
	plus 2.0%
Lecturers 110%	
TL 1	\$ 41.98
TL 2	\$ 43.32
TL 3	\$ 44.65
TL 4	\$ 45.99
TL 5	\$ 47.41
TL 6	\$ 48.83
TL 7	\$ 50.26
Senior Lectures 110%	
	\$ -
TSL 1	\$ 51.78
TSL 2	\$ 53.67
TSL 3	\$ 55.55
TSL 4	\$ 57.47
TSL 5	\$ 59.39
TSL 6	\$ 61.32
TSL 7	\$ 62.99
TSL 8	\$ 65.44
TSL 9	\$ 68.18

SCHEDULE C FACTORS CHARACTERISING LECTURERS AND SENIOR LECTURERS

These characteristics should be applied:

1. in the identification of Academic Staff positions
2. during monitoring and review period
3. for career progression.

These characteristics should be applied appropriately when considering positions which do not have a teaching component.

LECTURERS

Lecturers are expected to assume responsibility for the quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas lecturers should work under the guidance of senior lecturers or senior lecturers above the bar.

They should:

1. Be competent in their discipline/subject area.
2. Implement and develop programmes of learning (respond to feedback).
3. Apply effective communication skills in learning situations related to their discipline.
4. Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
5. Contribute to the development of and implement programmes for the assessment of student learning.
6. Recognise student learning difficulties and arrange for appropriate support.
7. Evaluate and reflect on own practice in order to identify directions for and strategies for development.
8. Demonstrate commitment to ongoing professional development both within their discipline and as an educator
 - initiate and respond to feedback from students and/or peers
 - plan and implement programmes for professional development.
9. Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
10. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
11. Be able to contribute to the effective outcome of work teams.
12. Participate in the broader professional and academic life of the institution.
13. Discharge administrative responsibilities integral to lecturers' work.
14. Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
15. Practise within the policy framework and legislative obligations of the University.
16. If engaged in degree teaching, as appropriate, conduct research either as a member of a team or independently, taking into account the extent to which degree teaching makes up the current role.

SENIOR LECTURERS

Senior lecturers are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support lecturers who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the lecturer position. The emphasis on these criteria will reflect institutional and professional priorities and shall apply as interpreted into policy by the Collective Monitoring Committee in accordance with the procedures in Schedule B.

They should:

1. Be able to demonstrate advanced standing in their discipline/subject area.
2. Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
3. Apply effective communication skills in diverse learning situations.
4. Select and apply teaching and/or learning strategies consistent with individual student learning needs.
5. Select and apply strategies to enable students to develop as independent learners.
6. Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
7. Be able to identify student learning difficulties and plan and implement strategies for improvement.
8. Design and implement small scale research into effective teaching and/or learning within own discipline.
9. Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
10. Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
11. initiate and respond to feedback from students and/or peers
12. Plan and implement programmes for professional development.
13. Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
14. Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
15. Take responsibility for the effective outcome of work teams.
16. Actively contribute to the broader academic and professional life of the institution.
17. Discharge administrative responsibilities integral to the senior lecturer role.
18. Practise within the policy framework and legislative obligation of the University.
19. Demonstrate professional activities which contribute in a positive way to the reputation of the University /profession eg research, consultancy, publication.
20. Actively support and contribute to the objectives, direction and operation of their department and the University.
21. If engaged in degree teaching, as appropriate, conduct research either as a member of a team or independently, taking into account the extent to which degree teaching makes up the current role.

FACTORS CHARACTERISING RESEARCH OFFICERS, TEACHING ASSISTANTS AND RESEARCH ASSISTANTS

These characteristics should be applied in the identification of the above positions.

RESEARCH OFFICERS

Research Officers are employed to support the research process under the supervision of a researcher but are staff who are embarking on a research career. Research Officers carry out those duties identified for Teaching and Research Assistants, but such duties would not constitute the major element of workload. Research Officers generally do not supervise post-graduate students and shall work with support, guidance and/or direction from staff classified as Researchers, but with an increasing degree of autonomy as skill and experience is gained.

They should:

1. Hold a post-graduate qualification with a research component.
2. Develop research expertise through the pursuit of defined projects relevant to the particular field of research.
3. Conduct research under limited supervision either as a member of a team or, where appropriate, independently and produce or contribute to the production of conference and seminar papers and publications arising out of that research.
4. Develop a limited amount of research-related material for teaching or other purposes, with appropriate guidance from other staff.
5. Make occasional contributions to teaching in relation to their research project(s).
6. Be capable of experimental design and the operation of advanced laboratory and technical equipment and/or be capable of conducting advanced research procedures.
7. Provide advice to post-graduate students within the field of research in which they are engaged.

SENIOR RESEARCH OFFICER

Senior Research Officers are expected to undertake any of the tasks of Research Officers. In addition, they will hold a minimum of a Masters level qualification by research and will have significant research experience (usually at least 5 years) which includes the independent conduct of research projects, taking full responsibility for all elements of the research process; and the production or co-production of conference/seminar papers and/or publications arising from their research. Senior Research Officers will be skilled in the application of advanced research techniques in their field of research. When considering appointments to these positions consideration will be given to successful experience in contributing to teaching by way of the production of resources, presentations in relation to research projects or by way of advice to post graduate students. A Senior Research Officer will be capable of training, mentoring or developing others toward attaining full competence as research officers.

TEACHING ASSISTANTS AND RESEARCH ASSISTANTS

Teaching Assistants and Research Assistants are employed to support the teaching or learning process under the supervision of a lecturer or researcher. The lecturer or researcher will delegate appropriate tasks provided that the day-to-day research, learning and teaching programmes, the assessment of students' learning outcomes, and development of course content, curriculum and research remain the responsibility of the lecturer or researcher. Teaching Assistants and Research Assistants do not participate in teaching, nor do they undertake research, in their own right. Teaching Assistants and Research Assistants generally do not develop or maintain equipment, nor do they set up computer equipment for experiments.

SCHEDULE D WORKLOAD POLICY

(Applies to all lecturers and Physio Educators except non-teaching lecturers)

1.0 Purpose

This policy, which applies to all lecturers except non-teaching lecturers, should be read in conjunction with the Academic and Associated Staff Collective Employment Agreement; and has full effect as if it were a term of that Agreement.

This policy exists to assist Heads of Department and Heads of School to make effective deployment decisions that ensure equitable, reasonable and safe workloads for lecturers, thus facilitating the effective operation of the University and staff well-being.

AUT is also committed to the development of work practices which are effective and efficient. Innovation in teaching which fosters effective learning and student independence is encouraged and supported.

Workload consists of an agreed balance of activities including Teaching, Research, attendant duties, and other contributions to the University – the balance to be agreed between the Manager and the staff member taking into consideration the University's needs and priorities and the staff member's professional interests, experience, and qualifications.

This policy applies only to matters of workload, including teaching, research and contribution to the university, and not to other aspects of the employment relationship.

2.0 Principles

2.1 The principles that follow represent good practice and guide the deployment of lecturers and their workloads. Managers and lecturers will use their best endeavours to give practical effect to these principles.

The workload will be equitable

- Lecturers with similar responsibilities and duties will have similar workloads.
- Part-time and proportional lecturers and lecturers on probation will have workloads that reflect the time they are available for work (in accordance with their agreements), and which are fair relative to full-time lecturers.

Total workload will be reasonable

- It will be manageable within the timeframes and deadlines set or agreed.
- Lecturers will be able to maintain a balance between professional and personal life, accepting that normal fluctuations will occur, and accepting that lecturers may have particularly demanding family and/or cultural responsibilities.
- It will acknowledge lecturers' responsibility to maintain skills and professional currency.

Total workload will be safe

- It will be allocated in a manner consistent with the requirement to take all practicable steps to minimise harm to the lecturer and other staff members, and to the students with whom the lecturer works.

The organisation of work will be efficient

- Work practices will seek to maximise the productivity of lecturers without compromising the quality of the learning experience available to students
- Lecturers will be deployed according to their strengths

- Duplication of work will be minimised by encouraging collaboration and building on prior efforts.
- Deployment of a lecturer to teaching requiring him/her to utilise e-education technologies (where such e-education technologies are unfamiliar to the lecturer) should be made in agreement with the lecturer.
- Lecturers will receive training in the use of new technologies prior to being required to use these technologies and will receive appropriate technical support.
- Lecturers will receive professional development in effective on-line teaching before engaging in such teaching.

The allocation of work will seek to constrain complexity

- Lecturers will not be spread too widely across modules, subjects and programmes.

The process of allocating work will be:

- Transparent - i.e. duties and responsibilities of all lecturers (excluding non-teaching academic staff) within a school (or department, or academic group) will be available to each member of the school, and to the Collective Monitoring Committee.
- Open – i.e. involve consultation with lecturers within their teaching teams.
- Planned – i.e. duties and responsibilities will normally be allocated prior to the start of the period, accepting that plans may require adjustment in unexpected circumstances.

All aspects of workload will be taken into account in the allocation of work, including:

i) Timetabled teaching hours and attendant duties, which include:

- preparation for lessons
- routine administration and participation in University process
- student assessment
- ordinary student pastoral care and assistance
- routine updating of courses and material
- contribution to day-to-day maintenance of teaching areas
- maintaining skills and professional currency

and

ii) All other relevant workload factors including:

- class size
- course development requirements, including evaluation and review
- assessment requirements
- student support requirements
- other demands of the teaching programme
- experience and skill level of the lecturer
- particular requirements related to open/distance learning
- cultural requirements of Charter obligations
- EEdO/EEO obligations of the organisation
- the need for breaks from timetabled teaching throughout the year
- participation in research projects as appropriate
- teaching across a range of courses/programmes
- rapidly changing disciplines
- post-graduate supervision (refer to Appendix I for workload guidelines relating to post-graduate supervision)
- community service
- industry liaison.

NB: Whether or not clinical supervision *or* supervision of students on work experience, co-operative education practicums or undertaking clinical experience, *or* being on standby to assist students who are undertaking self-directed learning is to account as a TTH or another workload factor is still under consideration. Should a dispute arise concerning the workload of a lecturer who has this component in their duties the dispute will be resolved taking into account the total workload of that individual.

- 2.2 In applying the foregoing principles the following conditions shall be acknowledged:
- AUT has a commitment to a stable and experienced workforce. This commitment may result in workload imbalances from time to time as a result of the changing demand of programmes.
 - Academic work is complex, which may make direct comparisons of workload difficult in individual circumstances.
 - AUT has a significant infrastructure for supporting students in their learning. Lecturers have a responsibility to be aware of the services available to students, and to refer students as appropriate.
 - Lecturers have ten duty days per annum available for the purpose of maintaining skills and professional currency.
 - New lecturers have up to three weeks per annum in each of their first two years of employment for initial teacher training.

3.0 Workload Expectations of Lecturers

- 3.1 To help ensure that workloads are reasonable, the expectations of lecturers set out in each of the workload bands that follow shall be maintained.

It is not intended that these bands prescribe any particular approach to allocating work, or preclude deployment to a variety of levels, and they should not be interpreted to prevent a fully negotiated process of determining workloads. Nor should these bands be regarded as a permanent definition of any individual lecturer's workload, which may change from one semester to another.

Workload Bands

To assist in the allocation of work to individual lecturers five workload bands are identified which link workload to timetabled teaching hours (TTH). A TTH is "one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the Employee is responsible".

Where the term "expected to" is used in this section, it refers to the expectations/requirements of the University. In exercising an expectation on behalf of the University Heads of Department and Heads of School are to take account of the principles established in Section 2.0.

Workload Band A

(51-300 Timetabled Teaching Hours (plus attendant duties) per annum i.e. 0-150 TTH per semester).

Lecturers will be expected to:

- Maintain skills and professional currency (discipline, and as teachers)

Lecturers may be expected to:

- hold higher (generally post-graduate) qualifications;
- be actively engaged in research (refer to 3.2);
- publish, exhibit or perform creative works, or present to conferences the result of their research (refer to 3.2);
- teach mainly at levels 5-8 (including large classes at undergraduate level and small-group post-graduate classes).

Lecturers would normally:

- use assessment that involves significant marking out of class

Lecturers in this Band would benefit from at least one day a week free of classes to pursue academic activities associated with research. Such time may be off-campus.

Workload Band B

(301-450 Timetabled Teaching Hours (plus attendant duties) per annum i.e. 150-225 TTH per semester)

Lecturers will be expected to:

- maintain skills and professional currency (discipline, and as teachers).

Lecturers may be expected to:

- pursue higher (generally post-graduate) qualifications if these are required by the Department/School;
- be actively engaged in research (refer to 3.2);
- publish, exhibit or perform creative works, or present to conferences the results of their research activity (refer to 3.2);
- teach mainly at levels 5-7 (including larger groups).

Lecturers would normally;

- use assessment that involves significant marking out of class.

Lecturers in this Band would benefit from at least one day a week free of classes to pursue academic activities associated with publication and research. Such time may be off-campus.

Workload Band C

(451-600 Timetabled Teaching Hours (plus attendant duties) per annum i.e. 225-300 TTH per semester).

Lecturers will be expected to:

- maintain skills and professional currency (discipline, and as teachers).

Lecturers may be expected to:

- pursue higher qualifications if these are required by the Department/School;
- teach mainly at levels 2-5 (with class sizes up to 30);

Lecturers would normally:

- use assessment that involves some marking out of class;

Lecturers cannot be expected to:

- engage in research;
- publish or present to conferences.

Workload Band D

(601-750 Timetabled Teaching Hours (plus attendant duties) per annum i.e. 300-375 TTH per semester).

Lecturers will be expected to:

- maintain skills and professional currency (discipline, and as teachers).

Lecturers would normally:

- teach a significant proportion of classes involving practical workshops or work experience;
- use assessments that are usually carried out within class contact time;
- teaching mainly at levels 2-4 (usually smaller classes – up to 20).

Lecturers cannot be expected to:

- pursue higher qualifications;
- engage in research;
- publish or present to conferences.

3.2 The particular programme of research undertaken and the expectations relating to publication (eg. refereed journals versus other journals; international conferences versus other conferences) may have a highly variable effect on workload. Specific research and publication outcomes must be agreed with the lecturer concerned, taking into account timeframes for completion. Teaching Path Lecturers in Workload Band B could be expected to meet more demanding research and publication outcomes than Teaching Path Lecturers in other Bands.

3.3 Nothing in the descriptors of the workload bands should be construed to preclude research activities being pursued by lecturers who teach primarily below level 5. Where research activity is an agreed component of the workload of lecturers in Bands D, or E, it shall be taken into account according to the requirements of Section 4.0 of this policy.

3.4 The Timetabled Teaching Hours to which these workload bands refer assume a traditional face-to-face mode of educational delivery and the attendant duties which arise from this mode of delivery. It is acknowledged that technology-enhanced educational delivery brings a different set of workload demands that must be taken into account according to the requirements of Section 4 of this policy.

The current policy adopted by the Academic Board 'Learning and Distance Education' will be reviewed by the CMC.

4.0 Other Duties/Responsibilities

4.1 The expectations set out for each Band are not intended to be exclusive of other duties, some of which may involve significant workload (e.g. cultural contributions to AUT; beginning post-graduate supervision; programme leadership; curriculum development, especially new modules, or keeping pace with a rapidly changing curriculum; developing significant teaching resources).

4.2 Where such other duties or responsibilities are expected of a lecturer and involve significant workload there shall be:

- a tangible reduction to timetabled teaching within the band, in recognition of the workload; OR
- provision of alternative support e.g. Teaching Assistant, or
- a written agreement with the lecturer setting out agreed results or outcomes to be achieved within an agreed timeframe (usually one semester or one year).

5.0 Monitoring Of Workload

- 5.1 The Head of School (department, or academic group) shall maintain a summary record of the workload of each lecturer in the school (department, academic group). This summary must at least record the Workload Band in which the lecturer falls, the research contributions and expectations, as well as identifying the other duties which are subject to written agreement and TTH reduction, as set out above. The summary should be made available to and be discussed with the lecturers concerned, as should the issues which impact on workloads.
- 5.2 A lecturer may request the details (including the summary and any written agreements) of the workload of any one or all of the lecturers in the same schools/groups across which the staff member teaches (Such requests will be actioned promptly by the Head).
- 5.2 Workload information on all or any lecturing staff to whom this policy applies shall be made available promptly to the CMC, on request by the CMC, through the convenor of the CMC.

6.0 Dispute Resolution

- 6.1 Where a lecturer believes that his or her workload is inequitable or unreasonable or unsafe the following process shall be followed:
1. Lodge a request for review of workload with the Head of School (or equivalent) copied to the Human Resources Director, setting out the basis of the complaint.
 2. On receiving this request the Head of School shall within five working days:
 - Review the workload to ensure that the expectations of the lecturer are consistent with the Workload Band.
 - Review the reduction of TTH given for agreed significant workload factors.
 - Compare the workload to that of other lecturers within the school.
 - Respond to the lecturer (copy to the Human Resources Director) setting out the actions to be taken (if any), with explanation.

NOTE The five working days response time is intended as the timeframe in which the concerned lecturer must have his or her concern acknowledged. It may not be possible, for practical reasons, to action a remedy within the five working days. In such cases an indicative timeframe will be provided as part of the Head of School response.

3. If the lecturer is not satisfied with the response the matter may be placed before a workload review sub-committee of the CMC. Such sub-committee to comprise equal numbers of Employer and Employee representatives.

The sub-committee shall make a determination which shall be binding (notwithstanding the legal remedies which an aggrieved lecturer may choose to pursue).

NOTE Step 3 may be preceded by a faculty-based review process that shall be endorsed by the CMC.

7.0 Stress Management

- 7.1 AUT recognises that any given workload may have a differential impact on any one individual, taking into account factors such as that lecturer's skill and experience level, time management capability, family/personal circumstances, and personal style of working.
- 7.2 Accordingly, the University shall make available to staff the following opportunities, at no charge, to manage stress:
- Stress Management Workshops (at least three per annum will be offered).
 - Time Management Workshops (at least three per annum will be offered).
 - Personal Counselling for work-related stress (by self-referral to AUT's Health and Counselling Centre).
 - Employee Assistance Programme

Schedule E AUT Grand parented Research Pathway Terms and Conditions

PART 2 – DEFINITIONS

2.11 “Research Path Lecturer” means a person deployed to a teaching position which requires continuous research activity and for which a higher degree, or equivalent outstanding achievement as an industry practitioner, and research experience is a prerequisite. Refer Schedule C for factors characterising research path lecturers and senior research path lecturers.

PART 3 –TERMS OF APPOINTMENT

3.1.6 Research Path Appointments

- (a) Deployment of lecturers to Research Path positions shall be dependent on demonstrated satisfactory research performance and potential to teach.
- (b) Without limiting the options available to the Employer under clause 3.3.2 unsatisfactory research performance identified through a fair performance review process which is not remedied will result in the lecturer being redeployed primarily to teaching duties as a Teaching Path lecturer, provided that the performance of the lecturer in the teaching or any other non-research component of his/her position is not also unsatisfactory.
- (c) Research Path lecturers may transfer to Teaching Path positions by providing to the Employer not less than twelve months’ notice in writing.
- (d) Where a lecturer changes from Research Path to Teaching Path, or vice versa, he or she shall remain at the equivalent grade or step but the salary, leave, and professional development entitlements of the lecturer shall also be changed to reflect the path to which the lecturer is then deployed.

3.2.3 Monitoring and Review

Where an Employee has been deployed to a Research Path position conditional upon completion of a higher degree in accordance with University policy, the monitoring and review period shall be the period until the higher degree is completed.

PART 5 – WORKLOAD

5.3 TIMETABLED TEACHING HOURS (TTH) – refer definition clause 2.13

- Lecturers – Research Path 40 TTH
- Monitoring and Review Probationary Lecturers – Research Path 192 TTH
- Monitoring and Review Probationary Lecturers – Research Path 104 TTH

PART 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

7.3.5 Professional Development for Research Path Lecturers

Permanent Research Path lecturers are eligible for up to one semester in every seven semesters or two semesters in every fourteen semesters of employment following completion of any probationary period to be taken as Research and Study leave, subject to:

- (i) the lecturer submitting a proposal for research and/or study;

- (ii) the Employer approving the proposed programme – approval will not be unreasonably withheld;
- (iii) reasonable notice being given, and timing of the leave being negotiated with due regard to the University’s operational requirements and current financial circumstances.

N.B. This provision does not apply to Lecturers deployed to the Transitional Research Path. Refer (g) below.

Research and Study leave will generally be taken:

- (j) after completion of six or 12 semesters of employment following completion of any probationary period;
- (ii) as a single period of time.

Notwithstanding the provisions of clause 7.3.2 (b) other arrangements may be agreed between the Employer and the lecturer in extraordinary circumstances.

Lecturers who have had their application for Research and Study leave approved shall be entitled to a grant-in-aid in accordance with University policy.

Within three months of returning from Research and Study leave lecturers shall submit to the Employer a report of their leave, in accordance with University policy.

Research and Study leave which has accrued but not been taken at the date of termination of the lecturer, as a Research Path lecturer, shall be forfeit, and shall not be cashed up.

Lecturers who are deployed to a Transitional Research Path position conditional upon completion of a higher degree shall be eligible for reimbursement of costs incurred in undertaking that degree, up to 12.5 percent of their Teaching Path salary per annum, in accordance with University policy.

Research Path Lecturers	1 semester in 7 or 2 in 14
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ACADEMIC STAFF SALARY STRUCTURE

GRADE	1/01/2011 plus 2.0%
RESEARCH PATH LECTURERS	
RL 1	68542
RL 2	70721
RL 3	72899
RL 4	75078
RL 5	77401
RL 6	79725
RL 7	82048
RP SENIOR LECTURERS	
RSL 1	84538
RSL 2	87618
RSL 3	90688
RSL 4	93823
RSL 5	96967
RSL 6	100107
RESEARCH PATH SLAB	
RSL 7	102844
----- BAR -----	
RSL 8	106836
----- BAR -----	
RSL 9	111305

NOTE:

1. Progression through the scales for TRA, RO (up to RO8), RF, SRF, TL, TSL (below the bar), PCE, RL, RSL (below the bar) shall be by annual automatic increment. Progression between grades and beyond all "Bars" shall be in accordance with AUT's promotion processes. Lecturers who are deployed to a transitional research path position conditional upon completion of a higher degree shall be paid as teaching path lecturers until completion of that degree and confirmation of their position as a research path lecturer. Such lecturers shall be eligible for financial assistance on an annual basis in accordance with clause 7.3.4(h).

SCHEDULE C

FACTORS CHARACTERISING LECTURERS AND SENIOR LECTURERS

LECTURERS – RESEARCH PATH

In addition, lecturers on the Research Path should:

1. Conduct research either as a member of a team, or independently.
2. Produce research outputs from their research.
3. Supervise research – support staff involved in their research
4. Provide guidance in the research effort of Research staff in their research area
5. Prepare or contribute to the preparation of research proposal submissions to external funding bodies
6. Co-supervise, or where appropriate, supervise major honours or post-graduate research projects within the field of their area of research.

SCHEDULE C

FACTORS CHARACTERISING LECTURERS AND SENIOR LECTURERS

SENIOR LECTURERS – RESEARCH PATH

Senior lecturers are expected to make independent or original contributions to the research effort within their field of expertise and to the organisational unit or interdisciplinary area of which they are a part. Senior lecturers are expected to play a major role in research including the exercise of some leadership.

They should, in addition:

1. Conduct research either as a member of a team, or independently
2. Produce research outputs from their research
3. Supervise Research Officers, research – support and administrative staff involved in their research
4. Supervise, where appropriate, the research of less senior Research Path staff.
5. Be involved, where appropriate, in the promotion of research links with outside bodies.
6. Prepare research proposal submissions to external funding bodies.
7. Lead, as appropriate, research teams or manage larger scale research projects.
8. Oversee financial management of grants received for their research projects.
9. Supervise major honours or post-graduate research projects within the field of their areas of research.

SCHEDULE D WORKLOAD POLICY

Workload Band A (Research Path Lecturers)

(0-240 Timetabled Teaching Hours (plus attendant duties) per annum i.e. 0-130 TTH per semester).

Lecturers will be expected to:

- Hold a higher degree (generally a doctorate), have equivalent outstanding achievement as an industry practitioner or be pursuing a higher degree by agreement.
- Be actively engaged in research of a continuous nature
- Publish, exhibit creative works, or present to conferences the results of their research.
- Use assessment that involves significant marking out of class.
- Maintain skills and professional currency (discipline, as researchers and as teachers).

Lecturers in this band would benefit from at least one day a week free of classes to pursue academic activities associated with research. Such time may be off campus.

SCHEDULE F

These are the AUT Terms and Conditions for all lecturers defined by clause 1.6.

Part 1 Coverage

Clause 1.6

The conditions that will apply to lecturers who have been granted positions with enhanced research conditions will have the following standardised variation; to the discretionary leave, professional development and the salary scales within this collective agreement.

- Discretionary leave exchange of four weeks at 2.5% per week added to the annual salary per the salary scales schedule C.
- Professional development Time and the individual entitlement will be accumulated and a guaranteed six month sabbatical entitlement will apply after six years. Enhanced sabbatical arrangements may be applied.

These arrangements are consistent with the AUT Academic Staff Members Collective Employment Agreement.

Part 2 Definitions

2.5 Lecturer means a person employed in an academic position which may include any combination of teaching, research, administration and other professional contributions. The term lecturer includes senior lecturers and senior lecturers above the bar unless it is used to refer to the basic salary grade for lecturers. Refer to Schedule C for factors characterising lecturers and senior lecturers.

3.2.3 Monitoring and Review

Those who have made the change will be required to become (if they are not already) research active and will have research included in their individual academic work programmes.

Part 5 Workload

Staff members will be expected to participate in research (or agreed equivalents) as part of their normal work and to include research in any review of their work and performance. Teaching hours will be consistent with the limits set out in Schedule D of the AUT Academic and Associated Academic Staff Members Collective Employment Agreement, which specifically provides for those lecturers expected to undertake research.

Part 6 Leave

There will be a commensurate loss of the four weeks of Discretionary Leave (valued at 2.5% of the annual salary per week of leave) for salary coming to a total increase in salary of 10%. There is the retention of five weeks of Annual Leave.

Part 7 Training and Professional Development

Sabbatical (Research and Study) Leave – a guaranteed entitlement plus the opportunity to apply for arrangements that enhance the guaranteed entitlement. The guaranteed entitlement is a backstop and other arrangements cannot result in less than it. All sabbatical leave will also be subject to the general provisions of the *AUT Research and Study Leave Policy*.

The Guaranteed Sabbatical Entitlement - upon their agreement to carry forward and accumulate Professional Development Time and the annual individual entitlement for the financial support of professional development activities, staff members are guaranteed after six years' service

- a minimum of six months sabbatical (research and study leave)

which shall:

- include the teaching and assessment weeks of only one semester of the University's calendar – or the applicable course calendars if they vary from the University calendar
- be supported with financial grants according to the provisions of the *AUT Research and Study Leave Policy* - though not less than the sum of the annual entitlements to financial support for professional development that the staff member has carried forward and accumulated
- include the annual leave accrued during the sabbatical period – which may be taken at any time within the sabbatical period that the staff member wishes
- discharge the professional development time that has been accumulated, plus that for the year in which sabbatical is taken.

The guaranteed sabbatical entitlement is subject to the submission and approval by the University of a suitable research and study proposal, and satisfactory arrangements for ongoing student supervision responsibilities. Approval would not be unreasonably withheld.

Enhanced Sabbatical Arrangements - staff members who have the guaranteed entitlement will also be able to apply for the option of an enhanced Research and Study Leave package that could:

- be longer than six months, and/or
- be applied for after fewer than six years of service, and/or
- be more frequently available, for example, shorter lengths of sabbatical say every three years, and/or
- have greater financial support.

The approval of applications for enhanced sabbatical arrangements will be at the relevant Faculty's discretion, and may be approved subject to such conditions as the faculty may consider operationally important after consideration of:

- the quality and desirability of the proposal in relation to the Faculty's programmes and research interests
- the ability to fund the applications,
- any other needs of the Faculty's operations.

Schedule B

Academic Staff Salary Structure

Salary – an increase of 10% on the scale rate base salary (that is salary before Special Responsibility Allowances, Market Forces Allowances or Acting Higher Duties Allowances). See Schedule B Academic Staff Salary Structure – Lecturer 110%

Leave – a commensurate loss of the four weeks of Teacher Discretionary Leave (valued at 2.5% of the annual salary per week of leave), but retention of the five weeks of Annual Leave.

APPENDIX 1 WORKLOAD GUIDELINES FOR POSTGRADUATE SUPERVISION

1. INTRODUCTION

These guidelines relate to academic staff who supervise postgraduate students for research activities and the consequent products of research (theses and dissertations and their equivalents).

“Supervision of a postgraduate thesis is a learning/teaching activity of great importance to the research/teaching nexus at AUT. Supervision workload may include regular meetings/email/phone contact with the student, research methodology training, provision of guidance on research resources and AUT systems (e.g. enrolment, research proposals, ethics approval, reporting progress, assessment) reading student work, giving formative feedback, formal reporting about the student and sometimes summative assessment, guiding students through the research process, and organising peer support”.

All postgraduate supervisors should be qualified for their role (refer to policy in the Postgraduate Handbook); and it is essential that those undertaking supervision are themselves engaged in research.

2. FACTORS RELEVANT TO DETERMINING SUPERVISION WORKLOAD

The following factors should be taken into account in determining supervision workload:

- The supervisor’s teaching responsibilities.
- The supervisor’s own programme of research.
- The supervisor’s administrative or leadership responsibilities.
- The supervisor’s own experience in supervision.
- Any higher study or other professional development which the supervisor is undertaking.
- Any new research students, as well as ongoing ones, allocated to the supervisor.
- The number of NEST students being supervised.
- NEST research students require different forms of supervision and support from faculty than students who are excellent speakers and writers of English. For such students, extra time should be allocated in the supervisor’s workload, **and** there should be University-wide or faculty-level or programme-level support provided, e.g. language nest, thesis writing sessions.
- The nature and extent of supervision, and whether the supervisor is a principal or second supervisor. (Specific roles and duties of each staff member in liaising with the student and the other supervisor must be taken into account. If principal supervisors generally need more time but it cannot be assumed that the second supervisor will always need less.
- Whether the supervised students are fulltime or part-time.
- The academic level of the supervised students and whether they are in the first or subsequent years of enrolment in a research thesis, or dissertation.
- The extent or not of overlap between supervision and the staff member’s own research (e.g. in laboratories and design studios, whenever the staff member researches with students working alongside).
- Supervision of research students at a distance will require similar workload provisions to supervision on campus.
- Safety issues.
- Where student research activities which could be unsafe (to the student or to their research subjects) are being supervised, the workload of the supervisor should be adjusted to allow the safety of all parties to be carefully monitored and protected.

- Active, eminent researchers should be encouraged to spend at least half of their workload on their own research and postgraduate supervision combined.

3. TTH EQUIVALENCY

The time allocation for an individual supervisor, for the supervision of one fulltime student, is 0.5 – 2.0 hours/week over the supervision period.

In disciplines where supervising a cluster of research students is equated with teaching modules to calculate a fair workload across a department or school, 5-6 supervised students equate to the workload of teaching one AUT module.

N.B. Notwithstanding the above, a staff member is not normally principal supervisor to more than five doctoral students or nine postgraduate students in total.

SIGNATORIES

The Vice-Chancellor of the Auckland University of Technology and TEU undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed: _____
DEREK McCORMACK
VICE CHANCELLOR

Date: _____

Signed: _____
IRENA BRORENS
NATIONAL INDUSTRIAL OFFICER
For and on behalf of the Tertiary Education Union/Te Hautū Kahurangi o Aotearoa (TEU).

Date: _____