



VICTORIA UNIVERSITY OF WELLINGTON

ACADEMIC STAFF COLLECTIVE AGREEMENT

Term: 1 July 2010 – 30 June 2012

TABLE OF CONTENTS

1.0	AGREEMENT TERMS.....	5
2.0	MUTUAL RESPONSIBILITIES.....	6
3.0	EEO.....	6
4.0	REMUNERATION.....	6
5.0	APPOINTMENTS.....	6
6.0	STAFF DEVELOPMENT	7
7.0	LEAVE	8
8.0	ATTENDANCE AT THE UNIVERSITY	13
9.0	INTELLECTUAL PROPERTY	13
10.0	PRIVATE WORK	14
11.0	EMPLOYEE NOT TO BIND EMPLOYER.....	14
12.0	ENDING EMPLOYMENT.....	15
13.0	REDUNDANCY.....	15
14.0	RECOGNITION OF TIKANGA MAORI AND TE REO MAORI SKILLS.....	15
15.0	REFUND OF APPOINTMENT EXPENSES.....	15
16.0	SUPERANNUATION	16
17.0	HEALTH AND SAFETY.....	16
18.0	UNION RIGHTS	16
19.0	DEDUCTIONS	17
20.0	TRAVELLING EXPENSES.....	17
21.0	CONDITIONS, POLICIES AND PRACTICE.....	17
22.0	RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS	18
23.0	TERM OF THE AGREEMENT	19
24.0	VARIATION OF AGREEMENT.....	20
	SCHEDULE A: SCHEDULE OF SIGNATORIES.....	21
	SCHEDULE 1: SCHEDULE OF DUTIES	22
	SCHEDULE 2: SALARY SCALES/RANGES	24
	SCHEDULE 3: PROMOTION CRITERIA.....	27

SCHEDULE 4: PROMOTIONS PROCESS FOR ELI, FOUNDATION STUDIES AND UNIVERSITY PREPARATION TEACHERS AND SENIOR TEACHERS	32
SCHEDULE 5: ACADEMIC LEAVE.....	35
SCHEDULE 6: DISCIPLINE AND DISMISSAL PROCEDURES	50
SCHEDULE 7: CHANGE MANAGEMENT	52
SCHEDULE 8: HEALTH AND SAFETY	55

PARTIES

The Vice-Chancellor and Chief Executive of Victoria University of Wellington (“the employer”); and

The New Zealand Tertiary Education Union (hereinafter referred to as the “union” or the “TEU”).

COVERAGE

This Agreement shall apply to and be binding on the parties to the Agreement; and those academic staff who are employed by the employer as:

- Assistant Lecturers
- Lecturers
- Senior Lecturers
- Readers
- Associate Professors
- Professors
- Teachers and Senior Teachers in the English Language Institute (ELI), Foundation Studies and University Preparation (“the employee”)

(i) Except as provided in ii) below, all persons who undertake the following duties shall be, or shall be offered the opportunity to become, a full time or fractional Lecturer, Senior Lecturer, Associate Professor/Reader or Professor:

- prime responsibility for the academic design and content of a paper;
- prime responsibility for the academic co-ordination of a paper;
- responsibility for the instructional delivery of 50% or more of a paper; excluding practica or their equivalent; and
- responsibility for awarding final grades in a paper.

For the purposes of this clause, ‘paper’ shall be defined as in the VUW calendar, with the exception of Foundation Studies papers.

(ii) Clause (i) above shall not apply to:

- Academics who are retired;
- Academics on leave from another institution for a period of up to 12 months;
- Professional practitioners who are in private practice, or who have an ongoing full-time position with another employer;
- Teachers and Senior Teachers in the English Language Institute (ELI), Foundation Studies and University Preparation
- Postdoctoral or Research fellows employed at VUW, whose contract permits a limited amount of lecturing;
- Staff employed at VUW principally in a managerial capacity; or
- External supervisors or examiners of graduate theses.

Exclusions

1. Staff holding the positions of Dean
2. Members of the Senior Management Team
3. Heads of Schools
4. Those employees:
 - (i) whose work is covered by the coverage clause of this Agreement; and
 - (ii) who are members of the unions; and
 - (iii) who have been in the employment of the employer for no less than 30 days; and
 - (iv) who expressly wish to be excluded from coverage by this Agreement for its duration; and
 - (v) who notify the employer (through the unions) of their choice to be excluded on the agreed exclusion form.
5. Those employees of the College of Education who:
 - (i) were previously employed by the Wellington College of Education; and
 - (ii) have not been granted transfer under the Transfer to VUW Academic Terms and Conditions document.

GENERAL

Current Employees

Current employees who fall within the coverage clause of this Agreement and who join the TEU shall be covered by it.

New Employees

New employees who are appointed during the term of this Agreement, and who fall within the coverage clause of this Agreement, and who join the TEU shall be covered by it.

Minimum Rates and Conditions

This Agreement provides for the minimum rates and conditions that are to be paid and provided to those covered by it.

Assistant Lecturers, and ELI, Foundation Studies and University Preparation Teachers and Senior Teachers

The following provisions do not apply to Assistant Lecturers, and ELI, Foundation Studies and University Preparation Teachers and Senior Teachers: Clauses 5.0, 7.5 (reference to research and study leave); 10, 15, Schedule 1 (1.3), Schedule 3 and Schedule 5 (all references to research and study leave except that paragraphs 3 and 6, as specified, to Assistant Lecturers).

1.0 AGREEMENT TERMS

The employer and the employee agree that with effect from the 1st day of July 2010, the terms and conditions contained in this Agreement will apply to the employee instead of, and to the exclusion of, the terms and conditions applying before that date; provided that where prior to that date the employer and any individual employee have negotiated a variation to the academic staff collective employment contract, or to the employer's standard individual contract in place prior to 1 August 1995, then that variation shall continue to apply.

2.0 MUTUAL RESPONSIBILITIES

2.1 During the term of this Agreement the employer shall continue to act as a good employer in all dealings with the employee.

2.2 The employee shall during the continuance of the employment:

- (a) Diligently and faithfully serve the employer and endeavour to promote and protect the interests of the University, and to act in a collegial manner.
- (b) Carry out and comply with all the employer's reasonable and lawful directions.
- (c) Diligently perform the duties as agreed between the employer and the employee.

The employee is responsible to the employer as per Schedule 1.

Staff covered by this Agreement have the rights and privileges of academic freedom as provided for under Section 161 of the Education Act 1989. Should the Academic Freedom provisions of the Education Act 1989, as existing at the beginning of the year 2002 be repealed, the employer will continue to honour those provisions.

3.0 EEO

The employer affirms the principles of EEO and will promote policies and practices throughout the University to ensure EEO in all crucial employment processes within VUW, especially those concerning staff appointments, promotions, and career development. The employer will provide appropriate opportunities for training in EEO for all interested staff, and monitor EEO aspects of processes involving staff appointments, promotion and career development.

Sections 77A and 77D of the State Sector Act 1988 shall apply.

4.0 REMUNERATION

The employer shall pay to the employee a salary in accordance with Schedule 2. It shall be paid by direct credit in equal fortnightly payments.

The employer may promote an academic staff member to a higher grade. Promotions are by personal application in accordance with the criteria for promotions as set out in Schedule 3, and in relation to ELI, Foundation Studies and University Preparation Teachers and Senior Teachers, as set out in Schedule 4. The TEU shall have the right to appoint an observer at all meetings of committees concerned with the consideration of promotion applications.

5.0 APPOINTMENTS

5.1 Fixed term appointments of academic staff shall be made only in accordance with the following conditions:

- a) Employees shall be appointed to either full time or fractional positions as Lecturers, Senior Lecturers, Associate Professors/Readers or Professors.

- b) Employees shall normally be expected to undertake and pursue the full range of responsibilities in teaching, research and administration. In special circumstances, variation in the normal range of responsibilities in teaching, research and administration of fixed term employees may be specifically agreed to.
- c) Where variation in responsibilities has been agreed to under b) above, and results in less than a full workload, the employee may be appointed to a fractional position calculated in accordance with the extent of their responsibilities.

6.0 STAFF DEVELOPMENT

6.1 Induction Programmes

The employer will provide induction programmes. New employees will be expected to participate in such programmes.

6.2 Staff Development Programmes

The employer undertakes to provide staff development programmes in which the employee may participate.

6.3 Performance Development and Career Planning and Mentoring

6.3.1. Employees shall have the benefit of Performance Development and Career Planning in accordance with the University's Academic Performance Development and Career Planning Process.

6.3.2. Objectives will be taken into account in the allocation of workloads under the Workload Policy for Academic Staff.

6.3.3 New employees are entitled to an agreed mentor for the first three years of their employment.

6.4 Workloads

Workloads will be allocated according to the Workload Policy for Academic Staff.

6.5 ELI Teachers/Senior Teachers

Employees employed as ELI Teachers and Senior Teachers who have taught for four consecutive trimesters shall be eligible to apply for six weeks professional development.

6.6 Foundation Studies and University Preparation Teachers / Senior Teachers

Employees employed as Teachers and Senior Teachers in Foundation Studies and University Preparation who have taught for four consecutive trimesters shall be eligible to apply for six weeks professional development. The employer will make all reasonable attempts to enable professional development in a six-week block. However, where this is not reasonably practicable, it may be taken through a 50 percent reduction in teaching load during the approved trimester. Part time employees shall be entitled to professional development time on a pro-rata basis.

7.0 LEAVE

7.1 Annual Leave

In addition to University holidays, employees are entitled to four weeks per annum, to be taken in accordance with the Holidays Act 2003.

With the written approval of the employer, an employee may take annual leave in anticipation of entitlement. The number of days anticipated shall not exceed the amount of accrued leave.

7.2 Public Holidays

The parties are bound by the Holidays Act 2003. That Act requires that:

- i) If the employee does not work on a public holiday and the day would otherwise be a working day for the employee, the employer must pay the employee not less than the employee's relevant daily pay for that day.
- ii) If the employee works on any part of a public holiday, the employer must pay the employee at least the portion of the employee's relevant daily pay that relates to the time actually worked on the day plus half that amount again. If the public holiday falls on a day that would otherwise be a working day for the employee, the employee will also receive an alternative holiday.

An employee is required to obtain the prior approval of the employer to work on a public holiday.

7.3 University Holidays

The last working day before Christmas Day, three working days between Christmas and New Year, and Easter Tuesday are University holidays. Employees are entitled to University holidays only if they fall on days on which those employees would usually work.

7.4 Sick Leave

The purpose of sick leave is to enable staff to continue to be paid when by reason of injury or illness, they are prevented from attending to their normal duties. It is to be administered fairly by management and utilised responsibly by staff.

These sick leave provisions apply equally where the employee is required to attend to their child, partner or family member who is a member of their household and who through illness or injury becomes dependent on the employee.

Employees are entitled to sick leave on pay on an "as and when required" basis.

In cases of long term or frequent short term absence, or where the employer considers that the employee's performance may be impaired by a possible medical condition, the employer may require an employee to undergo an examination by a registered medical practitioner. The employer reserves the right to require a specialist medical practitioner's examination and report in specific cases. Should the

employee be found unfit to perform their full duties they may be placed on sick leave until cleared to return to full duties. The cost of the medical examinations will be met by the employer.

The employee should notify absence due to illness to their Head of School as soon as possible after the commencement of the illness. A medical certificate will be required for all absences in excess of five consecutive days, and may be required for absences of shorter periods.

Where a staff member is in receipt of earnings related compensation (as defined in the Accident Compensation Rehabilitation Insurance Act) sick leave on pay shall be based on the difference between the compensation received and the normal salary of the staff member.

Where:

- (a) long term absence due to illness or injury is involved; or
- (b) an employee has been employed for 6 months or more and has had frequent short term absence due to illness or injury which extends over a period in excess of 6 months; or
- (c) an employee has been employed for less than 6 months and has had frequent short term absence due to illness or injury;

and it seems unlikely that the employee concerned will be able to resume duties within a reasonable period, the employer may, after consultation with the appropriate HR staff and the employee and/or their representative, give consideration to a reduction in hours, the retirement of the employee concerned on medical grounds, or an extended period of leave on reduced pay or without pay. The employer will agree to the employee going on reduced hours if the employer in its discretion considers that its operational requirements may be met. Each case must be dealt with on its merits.

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

Grandparenting

Current staff with entitlement to sick leave as at 1 August 1995 have the right to take sick leave up to that entitlement under the new provisions.

This entitlement will reduce progressively as sick leave is granted in terms of provisions introduced with effect from 1 August 1995.

7.5 Academic Leave

The policy on research and study leave and conference leave, as set out in Schedule 5, shall apply. The VUW Branch of TEU shall have the right to nominate one member onto each Faculty Leave Committee. Any committee charged with the granting of leave shall include a TEU nominee.

7.6 Parental Leave

- 7.6.1 Except where stated to the contrary, parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987.
- 7.6.2 The employer may at its discretion grant parental leave to employees who are not eligible for parental leave under the Act.
- 7.6.3 This agreement provides for the following types of parental leave:

Extended Parental Leave

Extended parental leave of up to 52 weeks is available to the employee in respect of every child born to them or their partner, or every child up to and including five years of age adopted by them or their partner whether formally or in a whaangai/tama fai/informal adoption situation. This leave shall include the nine weeks paid parental leave provided for below.

The maximum period of extended parental leave may be either taken by the employee exclusively or shared between the employee and their partner either concurrently or consecutively. This applies whether only one or both partners are employed in the university.

Maternity Leave

Maternity leave of up to 14 weeks is available to a pregnant employee, or to a primary care-giving parent who, with a view to adoption, assumes care of a child who is not more than 5 years of age. This leave generally begins at the date of confinement, or the date on which adoptive care of a child commences. Paid parental leave may start prior to the birth or assumption of adoptive care for an employee taking maternity leave.

Special Leave

A female employee who is pregnant may, before taking maternity leave, take up to 10 days special leave without pay for reasons connected with the pregnancy.

Parental Partner Leave

An employee who is a parental partner may take a continuous 14-day period of parental leave. Leave may be taken any time during the six-week span beginning 21 days before the expected date of delivery or adoption and ending 21 days after the actual date of delivery or adoption.

Paid Parental leave

The employee is entitled to 9 weeks paid parental leave if they qualify for parental leave in accordance with 7.5.1 or 7.5.2. Paid parental leave may be taken in up to four periods during the 12 months following the birth or adoption of a child/children. By mutual agreement, paid parental leave may be taken in a greater number of periods.

If both parents are currently employed by the University, a total of 9 weeks paid leave shall be provided, which may be shared between them. Paid parental

leave may be taken by both men and women following the birth or adoption of a child and is available to same-sex partners. Adoption shall include whaangai, tama fai or informal adoption.

7.6.1 Employees must give three months' notice in writing of their intention to take parental leave except that where appropriate:

- i. Special and medical circumstances will be taken into account
- ii. In the case of adoptions it is accepted that three months notice may not always be possible

7.6.2 If the employee is entitled to a salary increment in the period of parental leave, then it will be awarded in accordance with this Agreement.

7.6.3 Job Protection

An employee returning from parental leave is entitled to resume work in the same position or in a similar position to the one she/he occupied at the time of commencing parental leave. The employee may wish to work reduced hours for a period and wherever practicable the employer will accommodate this.

In respect to this provision a similar position means a position:

- i. at the equivalent salary and grading; and
- ii. on the same university campus; and
- iii. involving responsibilities broadly comparable to those exercised in their previous position.

When an employee goes on parental leave the employer must, as first preference, hold the employee's position open (Note - This includes filling it temporarily); but if the employer needs to fill the position permanently, at the time the employee indicates their intention to return to duty, the employer shall provide a written offer of one of the following (in order of priority);

- i. The same position if it is vacant at that time or a similar position to the one they occupied before commencing parental leave; or
- ii. If this is not possible the employer may approve one of the following options:
 - (a) an extension of parental leave up to 12 months until the employee's previous position or a similar position becomes available; or
 - (b) where extended parental leave as provided in (a) expires and no position is available for the employee, the employee continues on leave without pay and the employer may terminate employment with three months' notice.

7.6.4 Redeployment

When a staffing surplus is declared involving a position that is usually occupied by an employee who is on parental leave, then the same university redeployment provisions that would apply to other staff members who are part of the same surplus will apply.

7.7 Retirement Leave

Employees who retire are entitled to the following periods of retirement leave on full pay, or an equivalent lump sum:

<u>Length of Continuous Service</u>	<u>Retirement Leave</u>
10 years	1 month
12 years	2 months
14 years	3 months
16 years	4 months
18 years	5 months
20 years	6 months

Service for the purpose of retirement leave entitlement and calculation means unbroken employment at the University, full time or part time (on a pro-rata basis), except when service was broken to care for pre-school or school age children.

An employee returning to work at the University after a period of broken service due to childcare in order to record why service was broken must

- Produce a birth certificate for the child; and
- Sign a statutory declaration to the effect that absence has been due to the care of a pre-school or school age child, and paid employment has not been entered into for more than 15 hours per week or other income received during that absence. Where paid employment has been entered into for more than 15 hours per week or other income earned is in excess of \$23,000 per annum, eligibility will be at the employer's discretion.

7.8 Special Leave

Special leave on pay is granted for reasons such as jury service, attending court, and compassionate reasons. Where such leave is for a period of less than two weeks, it will be approved by the Head of School and in other cases by the relevant Pro-Vice-Chancellor.

7.9 Leave for Maori Land Court and Waitangi Tribunal Hearings

Where an employee is required as a witness, or in a specific role on behalf of their iwi, to attend the Maori Land Court, Waitangi Tribunal hearings or claimant negotiations concerning land issues of their iwi, then they shall be entitled to paid leave of up to 10 days per year. An application outlining the basis on which this leave is sought is required. In addition, an employee shall be granted special leave on pay to support the lodgement of a claim made by their iwi.

7.10 Bereavement/Tangihanga Leave

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

7.10.2 Subject to the Holidays Act 2003, in granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner taking into account:

- i The closeness of the association between the employee and the deceased, which association need not be a blood relationship;
- ii Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;
- iii The amount of time needed to discharge properly any responsibilities or obligations;
- iv Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel;
- v A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any necessary arrangements. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

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

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

8.0 ATTENDANCE AT THE UNIVERSITY

The collegial nature of academic work requires the regular presence of the employee at the University. Academic staff are required to be in attendance at the University for all scheduled teaching, for scheduled meetings, and examinations, and also in attendance for student and research consultation. Employees must inform the employer if they are going to be absent from the University for more than two consecutive days and their normal contact details will not enable them to be contacted.

9.0 INTELLECTUAL PROPERTY

9.1 The employer's Intellectual Property Policy will apply.

9.2 Copyright in any original material of a scholarly, literary, dramatic, musical or artistic nature produced by academic staff shall vest in those staff. This shall include all lecture notes, research materials, and the drafts or published results of research, but shall not extend to materials produced for the administrative work of the University or examination and assessment materials, or teaching materials published by the University.

9.3 Other intellectual property (including that which may be subject to a patent) created in the course of the employment of academic staff shall belong to the University.

10.0 PRIVATE WORK

10.1 Employees are permitted to undertake not more than 36 days (pro-rated for fractional employees) per year of paid work. These days are defined as weekdays from 8.30 am to 5.00 pm (excluding Public and University Holidays) and shall not include more than 20 days of teaching time (pro-rated for fractional employees), provided that:

- (a) the work does not interfere with their University teaching, research and administrative responsibilities; and
- (b) there is no conflict between that work and the business of the University.

The employer's policy on Entitlement to Undertake Private Work will apply.

10.2 The following items do not constitute private work:

- (a) where an employee provides information or gives a reaction or an interview to the media, on an ad hoc basis and upon request;
- (b) where an employee accepts public speaking or conference engagements or similar activities, whose purpose is primarily the public dissemination of the expertise and knowledge for which the employee is employed;
- (c) where an employee sits on a funding agency committee (such as a Health Research Council or Foundation for Research Science and Technology committee) or a committee of a professional organisation;
- (d) where an employee produces a book, monograph or other publication under contract to a publisher, or otherwise engages in professional creative activity, whether or not for a fee or royalties;
- (e) where an employee is engaged by another organisation to provide assessing or examining duties; and
- (f) where an employee, although utilising their professional expertise, undertakes work (for example as a treasurer of a local church or school board), not because of his or her role as an employee but by virtue of their capacity as a community member, parent etc.

10.3 Staff members are generally not entitled to use the University's facilities, including stationery, secretarial services, telephones, faxes, computing, printing and photocopying facilities and equipment and technical support, when engaged in private work, unless this has been authorised in advance by the Head of School and is paid for in full, either as a charge for each service or an otherwise directed by the Head of School. However, it is in the University's interests to have staff available on campus during normal working hours, therefore payment is not required for the use of offices, telephones (other than toll calls) and limited use of computers (such as for word-processing and minor statistical analysis).

11.0 EMPLOYEE NOT TO BIND EMPLOYER

Except for the delegated duties specified in Schedule 1, the employee shall not at any time enter into any contract with any person, company or corporation that shall purport to bind the employer in any manner whatsoever without written authority from the employer. The employer shall not be bound by any contract entered into without its written consent or delegation.

12.0 ENDING EMPLOYMENT

- 12.1 The employer shall continue to employ the employee and the employee shall continue to serve the employer under the conditions of employment as prescribed in this Agreement and Schedule 1 until the employment is terminated, or the employee retires or resigns.
- 12.2 Except for Assistant Lecturers and ELI, Foundation Studies and University Preparation Teachers and Senior Teachers, the employee may terminate his or her employment upon three months notice in writing, or upon some other mutually acceptable period of notice.
- 12.3 ELI, Foundation Studies and University Preparation Teachers and Senior Teachers may terminate their employment upon the following notice periods in writing, or upon some other mutually acceptable period of notice:
- three months for permanent ELI, Foundation Studies and University Preparation Teachers and Senior Teachers and those employed for a term of one year or more; and
 - one month for ELI, Foundation Studies and University Preparation Teachers and Senior Teachers employed for a term of less than one year.
- 12.4 Assistant Lecturers may terminate their employment upon one month's notice in writing, or upon some other mutually acceptable period of notice.
- 12.5 Nothing in this section shall prevent the employer from dismissing an employee for serious misconduct with lesser notice or with no notice.
- 12.6 No employee shall be dismissed for free inquiry, discussion, exercises of judgment, or honest criticism of matters whether inside or outside the University, or any combination of those activities.
- 12.7 Any disciplinary action undertaken by the employer will be in accordance with the procedures outlined in Schedule 6.

13.0 REDUNDANCY

In the event that a redundancy situation should arise for any employee, the employer will follow the process set out in Schedule 7.

14.0 RECOGNITION OF TIKANGA MAORI AND TE REO MAORI SKILLS

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

15.0 REFUND OF APPOINTMENT EXPENSES

- 15.1 Employees who for any reason do not complete three years of service from the commencement dates may be required to refund the travel and establishment costs incurred by the University on their account, or such portions thereof as the employer

may decide. In no case shall the proportion of the grant to be repaid be greater than the proportion of time not completed in the expected initial three years of service.

- 15.2 Where, because of the operation of clause 15.1, an employee owes money to the employer, the employer (subject to 15.3) shall have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from wages payable to the employee.
- 15.3 Before deducting money under 15.2, the employer shall make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.

16.0 SUPERANNUATION

- 16.1 University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that Scheme; or
- 16.2 Where the employee is a contributor to the Government Superannuation Fund, the University will continue to make contributions to the Fund. Members are bound by the provisions of the Fund.

17.0 HEALTH AND SAFETY

The employer shall encourage safe work practices. Safety provisions are set out in Schedule 8.

18.0 UNION RIGHTS

- 18.1 Recognition of the Union

The employer recognises that the union is a legitimate and important stakeholder which represents union members and has 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.

- 18.2 New Employees

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 inform the employee that he/she may join the union. If the employee agrees, the employer will inform the union, as soon as practicable, that the employee has started work at the University.

- 18.3 Fee Deductions

- (a) At the written request of any employee, the employer shall deduct the union's subscription from the employee's salary at a rate advised from time to time by the union, and shall remit such deductions to the union in a manner agreed upon between the employer and the union.
- (b) The remittance of union subscriptions shall be accompanied by a list (in electronic format) of all employees from whom union deductions are made.

18.4 Right of Access

Any authorised union representative is entitled to enter the employer's workplace to discuss employment related matters with union members and to conduct the union's business which may include recruitment and provision of information. Entry must be at reasonable times and in a reasonable way, having regard to normal business operations in the workplace.

18.5 Union Meetings

- (a) The employer shall allow union members covered by this agreement to attend up to two union meetings (each a maximum of two hours duration) in each year.
- (b) The union shall give the employer at least 14 days notice of the date and time of any such union meeting.
- (c) The union shall make arrangements with the employer as may be necessary 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 union meeting to enable the employer's operation to continue.
- (d) Work shall resume as soon as possible after the meeting
- (e) The union shall supply the employer with a list of union members who attended and shall advise of the time the meeting finished.

19.0 DEDUCTIONS

19.1 Where an employee agrees that they owe money to the employer, the employer (subject to clause 19.2) shall have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from wages payable to the employee.

19.2 Before deducting money pursuant to 19.1, the employer shall make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.

20.0 TRAVELLING EXPENSES

20.1 Where such travel has the prior approval of the Head of School, staff who travel in the course of their work outside the cities of Wellington and Lower Hutt will be reimbursed actual and reasonable expenses.

20.2 Where such travel has the prior approval of the Head of School, staff who travel in the course of their work, from their normal place of work, within the cities of Wellington and Lower Hutt will be reimbursed actual and reasonable travel expenses.

20.3 20.1 and 20.2 above shall not apply to staff on approved Academic Leave

21.0 CONDITIONS, POLICIES AND PRACTICE

Any reference to current conditions, policies or practice shall be a reference to conditions applying on the date this Agreement was signed.

22.0 RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

22.1 Definitions

An Employment Relationship Problem is any problem relating to or arising out of the employment relationship between the employer and the employee. This includes a formal personal grievance or dispute, but does not include matters concerned with the negotiation of an employment agreement.

Personal Grievance means a formal grievance relating to:

- unjustifiable dismissal,
- unjustifiable disadvantage,
- discrimination,
- sexual or racial harassment, or
- duress in relation to membership or non-membership of a union or employees' organisation.

A Dispute means a disagreement with the way in which the employee's employment agreement has been applied or interpreted.

22.2 Resolving Employment Problems

If the employee thinks they have an employment problem then they should talk to their manager about it. If the employee wants support or advocacy assistance in doing this they should contact the unions or other representative. At any stage of the process, the employee has an absolute right to representation.

If the employee has tried to resolve their employment problem within the University but this has not succeeded, the employee or the unions can use the formal process that is offered by the Department of Labour's Mediation Service.

22.3 Personal Grievances

The employee has 90 days to raise a grievance formally with the employer from the time the event occurred. The unions will act for the employee during the grievance process unless the employee prefers to represent themselves or seek other representation.

When the employee raises a grievance with the employer, they or their representative need to state what the grievance is and what the employee wants done about it. This should be done in writing.

22.4 Disputes

Where the employee thinks they have a dispute about the Agreement, they need to tell the unions and employer who are parties to the Agreement. This is because what the employee is disagreeing about may affect other employees who are employed under the Agreement. A dispute may also be taken to the Mediation Service for resolution.

22.5 Formal Processes

Mediation Service

The Mediation Service may help the employee by giving them information about their rights and obligations. They may also suggest a meeting between the employee and the employer or anything else that they think might help. If there is a formal mediation, then it is up to the employee and the employer to reach an agreement on the outcome. The mediator facilitates the process and helps the employee and the employer come to an agreement. However, the employee and the employer can agree at the start of the mediation for the mediator to decide on the outcome. If the employee and the employer agree to this then the mediator's decision is final. The mediator's decision cannot be appealed to a higher authority.

Employment Relations Authority (“the Authority”)

If at the end of the mediation a resolution has not been reached, then either the employee or the employer can take the problem to the Authority. If the problem is about a strike or lockout or injunction then the employee can take the issue to the Employment Court. However, issues that relate to the negotiation of new terms and conditions can only be addressed through mediation. These issues cannot be taken to the Authority or Employment Court.

The Authority looks at the whole situation rather than the technicalities of a case. It may look into anything that it thinks is relevant to the case. It may also send the parties back to mediation if it thinks that the parties have not gone through that process properly. If it arrives at a decision that the employee or the employer do not agree with then either party can appeal that decision to the Employment Court.

Employment Court

Appeals to the Employment Court must be made within 28 days of the Authority making its decision.

Further information about this process can be obtained from:

- the employee's manager; and
- the unions.

Labour Inspectors

The Department of Labour also employs Labour Inspectors whom the employee can ask to help them with problems about the minimum entitlements under the law, such as the Minimum Wage Act, or the Holidays Act. Labour Inspectors can help the employee enforce their rights in these matters.

23.0 TERM OF THE AGREEMENT

The Agreement shall be deemed to have come into force on the 1st day of July 2010 and shall remain in force until 30 June 2012.

24.0 VARIATION OF AGREEMENT

- 24.1 The parties to this Agreement may agree to vary any of its terms, within the term of this Agreement, provided:
- (i) All parties sign a written agreement outlining the variation; and
 - (ii) That agreement is ratified by the majority of the unions' members who would be directly affected by the variation.
- 24.2 In particular, either party may initiate bargaining to vary this Agreement during its term following consideration of the outcome of any Joint Working Parties convened pursuant to this Agreement.

SCHEDULE A

SCHEDULE OF SIGNATORIES

The following are parties to the Victoria University of Wellington Academic Staff Collective Employment Agreement.

Signed on behalf of the Vice Chancellor and Chief Executive of Victoria University of Wellington:

Annemarie de Castro
Director, Human Resources

Date

Signed on behalf of the Tertiary Education Union:

Sharn Riggs
National Secretary, TEU

Date

SCHEDULE 1

SCHEDULE OF DUTIES

SCHOOL MEMBERSHIP AND DUTIES

- 1.1 Academic staff generally are members of schools. Each school is administered by a Head of School, appointed from time to time by the Vice-Chancellor, who is responsible for the efficient implementation of current University policies and for the effective management of the school. The term "school" in these conditions shall mean the academic unit designated by the University as the one to which the appointee is appointed, and the term "Head of School" shall mean the Head of School of that unit.
- 1.2 Academic staff have the right and are required to participate in the formulation of academic policy through their schools and faculties and are expected to share as appropriate in the administrative procedures for implementing University policies.
- 1.3 Academic staff members are required to devote the whole of their time (modified as in 1.4 below for fractional appointments) to their University duties except that they will be permitted by the Vice-Chancellor, subject to his or her control and in accord with the then current University policy and regulations, to undertake a limited amount of professional practice, consultancy work and public service of benefit to their teaching and research. Approval of certain categories of professional practice, consultancy or public service must be obtained in advance from the Pro Vice-Chancellor.
- 1.4 Academic staff members appointed to fractional positions will be expected to undertake and pursue the full range of responsibilities in teaching, research and administration with an aggregate of duties equivalent to the appropriate fraction of duties pertaining to a full position. The Conditions of Appointment for fractional positions are those specified for full positions but modified in salary, leave and other matters as appropriate for fractional appointments.
- 1.5 Academic staff members may be transferred by the Vice-Chancellor from membership of one school to another without loss of rights but only if such transfers are compatible with the general subject area of their initial appointments and after consultation with the member concerned.
- 1.6 The Vice-Chancellor, with the concurrence of Council, may from time to time, review and revise the University's policy for the administration of schools but only after due consultation with appropriate groups and persons. Members of academic staff at the times of such changes may be required to carry out their continuing duties in accord with the then revised policy.

2. Non-Professorial Appointments

- 2.1 Academic staff are immediately responsible for the performance of their duties in teaching and examining and in the general work of their schools to the Head of School. Ultimate responsibility is to the Vice-Chancellor through the relevant Pro Vice-Chancellor.

- 2.2 Members of the academic staff have the right and are required to conduct research and engage in scholarship unless specific provision to the contrary is agreed. Accordingly, unless otherwise provided, all members of the academic staff have equal right to seek access to research funds or facilities.

3. Professorial Appointments

- 3.1 Professors generally are members of schools and are responsible to the Vice-Chancellor. The University expects professors to be available periodically to serve as Heads of Schools and requires them to be Head of School when there is no other appropriate staff member available.
- 3.2 Professors are expected to be available for senior academic and administrative positions from time to time.
- 3.3 Professors have a particular responsibility for teaching, research and administration within their disciplines, and for ensuring that all resources available to the school contribute fully to the overall objectives of the University. They are also expected to ensure that the school makes an appropriate contribution to the wider work of the University, including its relationship with the community. In some disciplines the relationship with and service to relevant professional groups is an important part of this responsibility.
- 3.4 Particularly in a large school, the Vice-Chancellor may approve a school proposal for the appointment of a school committee which must include at least the Head of School and the professors and will not normally consist of more than six persons. Ultimate managerial responsibility and authority lies with the Head of School but formal delegation of authority may be established in appropriate areas.
- 3.5 Any professor who disagrees with a policy adopted or a decision made by a Head of School in a matter of importance is entitled to draw the matter to the attention of the Pro Vice-Chancellor or other senior university officer if the disagreement cannot be resolved by the normal process of discussion within the school.
- 3.6 All professors are entitled to attend and speak at Academic Board and are expected to contribute to its work in a manner which reflects their responsibility for the work of the University as a whole.

SCHEDULE 2**1. SALARY SCALES AND RANGES****1.1: ACADEMIC STAFF (bars indicated by underlines)****Lecturer**

Step	From 5.10.09	From 03.05.10	From 30.05.11
L1	65,801	66,985	68,191
L2	68,044	69,269	70,516
L3	70,293	71,558	72,846
L4	72,534	73,840	75,169
L5	74,780	76,126	77,496
L6	77,025	78,411	79,822
L7	79,272	80,699	82,152

Senior Lecturer

Step	From 5.10.09	From 03.05.10	From 30.05.11
SL1	83,762	85,270	86,805
SL2	86,752	88,314	89,904
SL3	89,748	91,363	93,008
SL4	92,740	94,409	96,108
SL5	95,732	97,455	99,209
SL6	99,476	101,267	103,090
SL7	102,467	104,311	106,189
SL8	105,461	107,359	109,291

NOTE: From 2 January 2003, the above senior lecturer promotion scale will apply, except to those staff who are on SL4 or SL5 at that date. Staff who are on SL5 on 2 January will remain on the 2002 promotion structure until they are promoted to SL6. Those staff who are on SL4 on 2 January 2003 will remain on the 2002 promotion scale until they are promoted to SL6 unless they elect otherwise by advising the Director of Human Resources by 1 April 2003. Staff on SL4 should consult with their Head of School and the relevant Pro Vice Chancellor before nominating either promotions structure.

Step	From 5.10.09	From 03.05.10	From 30.05.11
SL1	83,762	85,270	86,805
SL2	86,752	88,314	89,904
SL3	89,748	91,363	93,008
SL4	92,740	94,409	96,108
SL5	95,732	97,455	99,209
SL6	99,476	101,267	103,090
SL7	102,467	104,311	106,189
SL8	105,461	107,359	109,291

Reader / Associate Professor

Step	From 5.10.09	From 03.05.10	From 30.05.11
R/AP1	109,202	111,168	113,169
R/AP2	112,196	114,216	116,272
R/AP3	115,192	117,265	119,376
R/AP4	118,182	120,309	122,475

Professor

From 5.10.09	From 03.05.10	From 30.05.11
124,169	126,404	128,679
To	to	to
154,151	156,926	159,751

1.2 ELI, FOUNDATION STUDIES AND UNIVERSITY PREPARATION**Teacher**

Step	From 5.10.09	From 03.05.10	From 30.05.11
T1	55,157	56,150	57,161
T2	57,252	58,283	59,332
T3	59,345	60,412	61,499
T4	61,438	62,543	63,669
T5	63,533	64,677	65,841
T6	65,628	66,809	68,012
T7	67,722	68,941	70,182
T8	69,816	71,073	72,352

Senior Teacher

Step	From 5.10.09	From 03.05.10	From 30.05.11
ST1	71,910	73,204	74,522
ST2	74,004	75,336	76,692
ST3	76,101	77,471	78,865
ST4	78,196	79,604	81,037

1.3 ASSISTANT LECTURERS

Step	From 5.10.09	From 03.05.10	From 30.05.11
1	53,532	54,496	55,477
2	56,021	57,029	58,056
3	58,511	59,564	60,636

2 VARIABLE SUPPLEMENTARY PAYMENTS

- 2.1 The Employer may award to individual employees in the grades of Professor, Associate Professor/Reader, Senior Lecturer, Lecturer, a non-superable payment additional to the approved salary for reasons of:
- (a) recruitment or retention;
 - (b) recognition of special achievements in teaching and/or research [up to 10% of current salary]
 - (c) recognition of special administrative responsibilities [up to 10% of current salary]
- provided that** the aggregate of (b) and (c) shall not exceed 15% of the employee's current salary, and provided that not more than half of the total available for [b] and [c] may be spent on either of those options.
- 2.2 The above supplements shall be payable for the following periods:
- (a) in respect of 2.1(a) for a period not exceeding 3 years, provided that the Employer may, prior to its expiry, extend the provision of a supplement for another period of up to 3 years;
 - (b) in respect of 2.1(b) for a period of one year. Whereas the University shall determine its own evaluation process, the assessments of eligibility for special achievements payments shall be made annually *de novo* in each individual case; the payment is not to be regarded as a continuing entitlement and the granting of it in any one year is not to be included in the criteria governing any subsequent evaluation;
 - (c) in respect of 2.1(c) for the period during which the employee continues to assume the special responsibilities.
- 2.3 The aggregate of all salary supplements paid in accordance with these guidelines shall not exceed during any one financial year 3% of the total salaries payable to eligible employees.

SCHEDULE 3

PROMOTION CRITERIA¹

1 Introduction

For all promotions in this University the three principal areas in which merit is sought are teaching, research and scholarship, and service. Promotion will be dependent on a minimum standard being reached in both teaching and research and the standards will depend on the level of promotion sought. In the major promotions, in particular, a substantial weighting is given to the quality and quantity of research. All applicants for promotion are expected to be making an appropriate contribution to the University and/or their academic discipline. Examples of relevant types of evidence in the three areas are given in sections 1.1 to 1.3 below.

Only in exceptional cases will promotion be approved if the candidate has not completed one year's service in the University at the time of application for promotion.

1.1 Research and Scholarship

Evidence of research and scholarship is established primarily through publishing. Examples of suitable forms of publication include the following:

- books and monographs published by reputable presses;
- articles published in internationally refereed journals²;
- substantial creative works;
- chapters in books published by reputable presses;
- patents; and
- articles in conference proceedings (particularly refereed proceedings) which have international circulation.

Examples of the way in which quality of research can be demonstrated include:

- invitations to give keynote addresses;
- national and international prizes or awards related to research;
- research students publishing in internationally refereed journals;
- prestigious research fellowships or visiting appointments
- success in gaining research funding

Research and scholarship can also be demonstrated through the dissemination of knowledge in other ways, such as in reports and articles distributed and published in New Zealand. Such activities recognise the desirability of University academic staff contributing to New Zealand society and can also support the University's bicultural and multicultural goals.

¹ In applying all the criteria, account will be taken of the particular weight and balance of responsibilities in specialist posts and in posts held on a fractional basis.

² An internationally refereed journal is one in which the refereeing process is of international standing. International therefore means international quality (ranking with the best anywhere in the world in the field), not international location (i.e. such journals may be published within New Zealand).

The more senior the level of promotion, the more important is publication in international journals and books and the production of substantial creative works, relative to other forms of scholarly publication.

The general principle is that research and scholarship is assessed in a manner appropriate to each particular discipline. The University recognises that different disciplines stress different avenues for the publication of research and scholarship; and that the pace of publication of articles, for example, will almost certainly be more rapid than that of monographs. Nevertheless, scholars engaged in the research and writing of long works should be able to demonstrate continuing progress through, for example the delivery of conference papers and the occasional contribution of short pieces to journals and books.

All candidates for major promotion are expected to have attended conferences relevant to their disciplines and to have presented conference papers on a regular basis. Such activity is normal for active scholars and researchers. The University recognises, however, that the opportunity to present papers depends to a large extent on the availability of research funds and the relative seniority of the applicant. Staff unable to attend conferences for any reason should demonstrate how their work has been disseminated to the wider research community. Gaining research funding from internal and external sources may also provide clear evidence of research activity. Personal invitations to contribute to international conferences, or papers presented at conferences where all contributions are refereed, are particularly valued by the University in that they enhance its reputation. Therefore these should be noted in applications.

1.2 Teaching

Examples of evidence of good teaching practice include:

- ongoing commitment to curriculum development in existing, and/or the design of new, courses/programmes;
- an ability to organise course material and present it clearly and in such a way as to stimulate student learning;
- appropriately assessing learning and providing useful feedback (e.g. demonstrating links between course objectives and assessment tasks, external examiners' comments);
- participating in course/programme administration (e.g. course coordinator, programme director, tutor coordinator);
- participation in or co-ordinating student support programmes (e.g. provision of student advice, student mentoring scheme, developing support programmes for at risk students);
- effective postgraduate supervision (as measured, for example, by postgraduate student exit evaluations, completions, numbers of students);
- participation in professional activities and research related to teaching (e.g. serving on curriculum development committees, publishing research on aspects of teaching, acting as an external reviewer for other programmes);
- contribution to the development of good teaching practices in the School and broader academic community (e.g. mentoring newly appointed staff, sharing good practice with colleagues, using teaching development grants to enhance student learning);
- engaging in professional development in teaching (e.g. through qualifications in tertiary teaching, attending workshops, conference sessions on teaching the discipline);

- demonstrating innovation in teaching (e.g. developing new methods for engaging students or improving student learning, innovative use of technology);
- enhancing learning through the development of links between teaching and research.

Candidates applying for promotion at senior levels will be expected to demonstrate higher levels of involvement in programme development, programme review activities and colleague support in ways that are appropriate for their School and discipline.

Effective teaching should be demonstrated using a range of evidence including, student evaluations, peer review, teaching awards, as well as documented information regarding practice and impact on student learning.

1.3 Service to the University, the Community, the Profession or Academic Disciplines

Merit in Service can be established through service to the University and the wider community, and through service to the applicant's profession or academic discipline.

Examples of service to the University are:

- at appropriate levels, the holding of management positions within the programme, School, Faculty or University; (Where a candidate has creditably performed administrative work which is normally assigned to a higher level position, this will constitute evidence of high competence on this criterion.)
- policy making and management within the University;
- effective participation in committees or working parties at programme, School, Faculty or University level;
- contributions to the University's EEO/EEo and Treaty of Waitangi obligations;
- participation in staff recruitment and selection; staff mentoring;
- significant contributions to the activities of research institutes and centres in promoting professional partnerships between the institution and the external community;
- representing the subject, School, Faculty or University to outside professional, industrial or business organisations, or to the community (including secondary schools).

Examples of service to the community are:

- policy making and management within the community (e.g. advising governments and public enquiries, and serving on commissions of enquiry);
- provision of academic and professional service and advice to the community;
- contribution to continuing education, community debate and community development in the staff member's academic field (including writing magazine or newspaper columns or articles, giving radio, television or newspaper interviews);

Examples of service to the profession or academic disciplines are:

- editing an academic or professional journal; refereeing articles and books;
- participation in judging panels (e.g. music, theatre, design, architecture etc.);
- writing book reviews for academic journals;
- organisation of exhibition, concert or academic conferences;
- administrative service or leadership roles in professional or academic associations;
- service to external academic activities (external reviews of academic departments)

in other universities, external examination of postgraduate work, membership of national and international research selection panels);

- organising staff and/or postgraduate student seminar series;
- recognition of activities through awards/prizes and honours.

The more senior the level of promotion, the more important it is that roles of leadership contribute to any case for merit in service. Regard will be given to circumstances where Māori staff perform additional responsibilities.

2 MAJOR PROMOTIONS (Application Form PA1)

2.1 Promotion to Senior Lecturer³

Promotion to Senior Lecturer recognises meritorious performance of duties as a Lecturer. This will be assessed by considering whether the candidate has established good teaching practices and is establishing him or herself as a researcher. A satisfactory performance in both (i) teaching, and (ii) research and scholarship, is required, and merit may be established in either area. While merit in service is not necessary for promotion at this level, it is encouraged and can add to a case established on the basis of teaching, and research and scholarship.

2.2 Advancement Beyond the First Senior Lecturer Bar

Promotion beyond the first Senior Lecturer bar recognises a consolidation of research against a background of sustained good teaching practice and established merit in service. At this senior level, candidates for advancement will be expected to have an established research record and to provide evidence of scholarship.

Candidates for promotion will be expected to be making substantial contributions to the work of the University, and to the wider scholarly, professional and cultural communities in ways which utilise their scholarly and professional expertise. Evidence will be required of effective teaching, including, where possible, the supervision of postgraduate students.

2.3 Promotion to Reader/Associate Professor³

A Reader/Associate Professor holds a special position which constitutes a recognition of high standing and distinction in the academic community, as judged by international standards. Promotion will be based on evidence of a sustained and high quality research record and the demonstration of the candidate's potential for leadership in their discipline.

In all cases a very high standard of research and scholarship, and at least a good standing in teaching is required, including, where possible, supervision of postgraduate students. If, however, a candidate's teaching performance is of an especially high quality, a somewhat lower (but still high) standing in research and scholarship will be accepted.

Candidates for promotion will be expected to be making substantial contributions to the work of the University. Such service is normally expected of a Reader/Associate

³ Criteria for promotion from Lecturer to Senior Lecturer and from Senior Lecturer to Reader are normally to be applied to someone who has reached the top of a range or scale. For example, the criteria for promotion to Senior Lecturer have in mind someone who is currently on Step L7. Promotion from a lower step is not ruled out but the criteria relating to accelerated advancement (see section 3.2) would also be applied.

Professor. The attainment and exercise of professional skills can strengthen a case to the extent that they enhance the quality of teaching, and research and scholarship.

Reference will normally be made to three authorities outside the University chosen by the University according to the procedures set out in the application materials.

3 MINOR PROMOTIONS (Application Form PA2)

3.1 Advancement Beyond the Lecturer Bar

The assessment of a candidate for this advancement will address all aspects of academic activity: teaching, research and scholarship, administration and professional and community service, in ways appropriate to the particular discipline. Evidence will be required of effective performance of the duties assigned to the candidate since appointment to the Lectureship. In particular, evidence will be sought of sustained momentum in the candidate's development as a teacher, a good record of continuing research activity and a commitment to the publication of its results.

3.2 Accelerated increments: Lecturer and Senior Lecturer scales

Members of staff who are two or more steps below the top of their salary scale may, in cases of exceptional merit, be granted one or more accelerated increments. (This does not imply that a member of staff cannot be promoted to a higher grade until he/she has reached the top of the scale for his/her present grade, but such promotion is uncommon.) Details and strong reasons are required to be given in support of a recommendation for accelerated increments.

3.3 Advancement from SL6 to SL7

Advancement from SL6 to SL7 will be based on evidence of continuing achievement in the fields of activity designated in the criteria for promotion over the first Senior Lecturer bar. Such advancement will normally not occur prior to completion of at least one year's service at SL6.

3.4 Advancement to a higher point in the Reader/Associate Professor Range

Advancement to a higher point in the range will be based on evidence of continuing achievement in the fields of activity designated in the criteria for promotion to Reader/Associate Professor. Advancement will not normally occur prior to completion of at least two years' service on the current point in the range. (This does not imply that a member of staff must serve on each point in a range before being considered for promotion to a higher grade.)

SCHEDULE 4

ELI, FOUNDATION STUDIES AND UNIVERSITY PREPARATION TEACHERS AND SENIOR TEACHERS

1. APPOINTMENT AND PROGRESSION

- All grades on the scale are accessible by appointment. Appointment shall take into account relevant qualifications and experience.
- Employees will progress within the ELI, Foundation Studies and University Preparation Teacher scale on the anniversary of their appointment. For fixed term ELI, Foundation Studies and University Preparation Teachers (less than one year) progression to the next step will occur upon completion of three full trimesters (and not earlier than their anniversary) within a period of not more than 24 months.

2. PROMOTIONS PROCESS

ELI, Foundation Studies and University Preparation Teachers are eligible to apply for:

- acceleration within the ELI, Foundation Studies and University Preparation Teacher scale; and
- promotion to Senior Teacher.

ELI, Foundation Studies and University Preparation Senior Teachers are eligible to apply for:

- promotion within the ELI, Foundation Studies and University Preparation Senior Teacher range.

Criteria for Acceleration within the ELI, Foundation Studies and University Preparation Teacher scale

ELI, Foundation Studies and University Preparation Teachers who are two or more steps below the top of the salary scale may, in cases of exceptional merit, be granted one or more accelerated increments. (This does not imply that an ELI, Foundation Studies and University Preparation Teacher cannot be promoted to a higher grade until the top of her/his present scale is reached.) Details and strong reasons are required to support a recommendation for an accelerated increment. Only in exceptional cases will an accelerated increment be approved prior to the completion of one year's service in the University at the point at which application for promotion is made.

Criteria for Advancement to ELI, Foundation Studies or University Preparation Senior Teacher and within the ELI, Foundation Studies and University Preparation Senior Teacher range

Advancement to Senior Teacher or within the ELI, Foundation Studies and University Preparation Senior Teacher range is in recognition of meritorious performance. Consideration will address all aspects of academic activity and may include but is not limited to:

- Evidence of merit and standing in teaching (including student and colleague evaluations)

- Evidence of development of high quality teaching and learning materials
- Evidence of other contributions to the Programme such as course administration, course development, innovation in teaching, peer support, assessment development, etc
- Evidence of professional development
- Evidence of leadership within the programme
- Evidence of contribution to the University's wider purpose.

These advancements will not normally occur unless at least one year's service in the University has been completed at the time of the application for promotion.

Applying for Promotion

An application for promotion consists of:

- completion of the ELI, Foundation Studies or University Preparation Teacher Application For Promotion
- student evaluations
- colleague evaluations
- any other information which supports the application and which the staff member wishes to be taken into account.

Process for ELI Teachers and Senior Teachers

The Head of School convenes a panel to assess the application(s) for promotion. The panel consists of the Head of School, and three senior academic staff members (drawn either from within the School or a cognate area). The TEU is invited to attend to observe the process.

Following the meeting, the Head of School provides a report to the Pro Vice-Chancellor/Dean of Humanities and Social Sciences. The report contains all recommendations (whether successful or not), accompanied by reasons, for approval by the PVC/Dean.

Process for Foundation Studies Teachers and Senior Teachers

The Director of Foundation Studies and the Manager of the University Preparation Programme assess applications for promotion. Following the meeting, the Director of Foundation Studies provides a report to the Pro Vice-Chancellor (International). The report contains all recommendations (whether successful or not), accompanied by reasons, for approval by the PVC. The TEU is invited to attend to observe the process.

Process for University Preparation Teachers and Senior Teachers

The Manager, University Preparation, the Director of Foundation Studies and the Director of Continuing Education and Executive Development assess the application(s) for promotion. The TEU is invited to attend to observe the process.

Following the meeting, the Director of Continuing Education and Executive Development provides a report to the Deputy Vice-Chancellor. The report contains all recommendations (whether successful or not), accompanied by reasons, for approval by the DVC.

Timing of Application

The PVC/Dean of Humanities and Social Sciences, the Director of Foundation Studies and the Manager, University Preparation notify the ELI, Foundation Studies and University Preparation staff respectively each year in late August of the deadline for applications in October/November each year.

Acceleration within the ELI, Foundation Studies and University Preparation Teacher scale and advancement to ELI, Foundation Studies or University Preparation Senior Teacher or within the ELI, Foundation Studies and University Preparation Senior Teacher range is from 1 January of the year following a successful application.

It should be noted that while annual promotion in the ELI, Foundation Studies and University Preparation Senior Teacher range is not ruled out, ordinarily it is expected that a staff member would remain on each step for a minimum of two years.

SCHEDULE 5

ACADEMIC LEAVE

1. GENERAL

1.1 The following forms of academic leave are available to academic staff members:

RESEARCH AND STUDY LEAVE (see 2 below). This is leave from teaching and administrative duties to undertake a sustained period of research. Applications are called for annually in May for programmes beginning no earlier than the following November.

OVERSEAS CONFERENCE LEAVE (see 3 below). This is leave to attend an overseas conference and may include a short research period. Applications for the first half of the year are required in the previous September. Applications for the second half of the year are required in March.

WORK-RELATED TRAVEL (see 4 below). This form of leave is for other kinds of work-related travel. Applications may be made at any time.

OTHER ACADEMIC LEAVE (see 5 below).

NEW ZEALAND CONFERENCE LEAVE (see 6 below). This is leave to attend a New Zealand conference but may be used to help fund attendance at an overseas conference. Applications may be made at any time.

EXCHANGE LEAVE (see 7 below). This allows for an exchange of positions with a staff member at another university. Applications may be made at any time.

1.2 Other types of leave are discussed in separate entries.

1.3 The provision of academic leave is at the discretion of the University. It is an opportunity extended to academic staff members to assist them to maintain and develop their research and teaching, and thus to further the basic purposes for which the University is constituted.

1.4 By providing and administering an academic leave scheme, the University strongly maintains that it is generally necessary for academic staff members to take academic leave from time to time in order for them to fulfil their professional responsibilities. It therefore encourages staff members to plan for academic leave in consultation with their schools. The general principles governing the granting of leave are as follows:

1. That satisfactory arrangements can be made by schools, and the University generally, for maintaining teaching and administrative functions during the absences of staff members, **and**
2. That the period of leave will enable staff members significantly to further their research and teaching.

1.5 In maintaining and administering an academic leave scheme, the University recognises

the need to balance two financial pressures:

1. The desire to ensure that academic leave is as frequently and uniformly available as possible; **and**
2. The desire to provide financial support for travel and living costs.

The assistance provided does not necessarily cover actual expenses but is intended to make a contribution to the applicant's own expenses. The travel and sustenance allowance does not take account of the costs of members of families who may accompany the applicant on leave. **A schedule of allowances follows this entry on academic leave.**

- 1.6 The Pro Vice-Chancellor retains a discretion concerning the timing and conditions of academic leave at variance with these conditions in special cases, and is governed by the best interests of the University in the exercise of this discretion.
- 1.7 All applications for leave must be discussed with the Head of School (or, where the applicant is the Head, by an appropriate and experienced member of staff). The Faculty Leave Committee requires the Head of School to comment on the relevance of the leave programme to the research and teaching activities of the staff member and on the effect of the proposed leave on teaching and other responsibilities of the school or faculty.
- 1.8 Staff members are invited to discuss their academic leave proposals with one of the members of the Faculty Leave Committee.
- 1.9 The Regulations are written with full-time academic staff in view. The following notes apply to 1) permanent part-time academic staff, 2) staff on limited-term contracts, 3) research fellows.
 1. Permanent part-time staff in academic positions normally carrying eligibility for Research and Study Leave are eligible to apply for any period of such leave under a) or b) below, at their discretion. They may either:
 - a) take leave as frequently as full-time staff, but with the appropriate fraction of the financial grant; or
 - b) take leave less frequently but with the full financial grant.
 2. Staff on limited-term contracts are eligible for Research and Study Leave at a convenient time in the fourth year of the appointment.

2. RESEARCH AND STUDY LEAVE

2.1 RESEARCH AND STUDY LEAVE PROGRAMME

- a) Staff are required to present a coherent and academically suitable research and study programme. This may include research for a higher degree or enrolment in any approved programme of study. The application should specify objectives, how and where they are to be achieved and the likely outcomes in terms of professional development, publication or its equivalent.

- b) In assessing the application, the Faculty Leave Committee will pay particular attention to:
 - a) The applicant's research record;
 - b) The applicant's teaching responsibilities;
 - c) The departmental assessment of the merit and practicability of the programme;
 - d) The appropriateness of the proposed places of work; and
 - e) The applicant's access to these places and to research materials.
- c) Details concerning application for or acceptance of paid engagements or supplementary grants such as fellowships should be included.

2.2 ELIGIBILITY FOR RESEARCH AND STUDY LEAVE

Research and Study Leave is provided for academic staff of the grade of lecturer and above. Eligibility is **not an automatic entitlement**.

Minimum and maximum eligibility

Leave eligibility is two months per year of service. The minimum period of service for eligibility for Research and Study Leave is two years. The maximum is six years.

For the purposes of Research and Study Leave, no credit for leave will be granted beyond the maximum period of accumulation.

Credit for **part-years of service** will be calculated proportionally.

Often, for school or personal reasons, leaves shorter than the maximum accumulation are taken. The period is, in the first place, a matter for arrangement between the staff member and the school. The Faculty Leave Committee exercises a monitoring role to see that the interests of both are fairly balanced.

- 6 Timing of Research and Study Leave is governed by the following principles:
- a) The timing is entirely within the discretion of the University. In practice special consideration is given to **both** the teaching and administrative needs of the school **and** the needs of staff to link their leave arrangements to conferences, patterns of academic activity in the places where the leave is to be taken, and appropriate times for field research.
 - b) **Inclusion of December and January:** Staff are expected to make the maximum possible use of non-teaching time for leave. Consequently, except for staff for whom it is a teaching period, leaves should normally include the months of December and January.
 - c) The Faculty Leave Committee normally recommends approval of a leave for one semester (i.e. December to mid-year or mid-year to

January) after three years service if it is satisfied that teaching and administrative arrangements can be fully and equitably maintained.

- d) Staff are expected to organise their leave so that it will start and finish at a break in the academic year unless there are strong reasons why this should not be so.
 - e) The figures for length of leave include the weekends, public holidays and periods when classes are not being taught.
- 7 Unused Eligibility for Leave is carried forward. For example, a staff member with ten months eligibility who takes six months leave instead of ten (with corresponding reduction in grant) retains four months of eligibility and begins to generate further eligibility from the date of return from leave (see 2.3.3 below).
- 8 Fresh Eligibility for Leave is governed by the following principles:
- a) Staff begin to accumulate fresh eligibility from the date of their return from leave, subject to paragraph b).
 - b) If a satisfactory leave report is not received within three months of return from leave, the Faculty Leave Committee may decline to allow eligibility for any form of academic leave to generate during the period from the end of the three months to the time when a report has been received and approved.
 - c) Staff members returning from a period of research leave will be expected to serve for another two years before undertaking a further period of research leave.
- 9 Prior Service Elsewhere
- a) The Faculty Leave Committee may give to a person who immediately prior to their appointment to the academic staff of this University was a full-time member of the academic staff of the grade of lecturer or above at an Australian or another New Zealand university full or part credit for their service at that university, provided that a minimum period of two years service is given to this University before leave is taken. The credit given will not exceed six months eligibility.
- 10 Prior Service as an Assistant Lecturer
- a) The Leave Committee may give credit of up to four months of eligibility on account of immediate prior service as an assistant lecturer or the equivalent (e.g. senior tutor at an Australian University) in any New Zealand or Australian university, provided that a minimum period of two years service is given to this University before leave is taken.
 - b) As a normal rule, an applicant will be granted credit for a period of half of the length of service as an assistant lecturer.

11 Eligibility and Leave Without Pay

Unless there are exceptional circumstances such as Parental Leave (see below, 2.2.13), a period of leave without pay will not count towards eligibility. Staff members returning from leave without pay will not normally be eligible to take up research and study leave before the appropriate period of time, as set out below, has elapsed:

For leave without pay of 3 to 6 months:	1 year
For leave without pay of more than 6 months	2 years

12 Eligibility and Parental Leave

Staff members taking Parental Leave of up to one year continue to accumulate eligibility for Research and Study Leave, but are expected to have served at least a period equal to the period of Parental Leave without pay before commencing Research and Study Leave.

2.3 FINANCING OF RESEARCH AND STUDY LEAVE

1. Leave is granted with full pay. When travel is involved, a travel and sustenance allowance may be paid for some or all of the leave period.
2. **Time spent in NZ:** Where part or all of the leave is spent in New Zealand, an expense allowance may be paid in accordance with the following procedures:
 - a)
 - i) When part of the leave period is spent overseas, that part entitles the applicant to that fraction of the maximum allowance. The remainder of the leave spent in New Zealand entitles the applicant to one quarter of the remaining fraction of the maximum allowance. The grant will not be less than the conference leave grant to the same destination.
 - ii) If a staff member opts to take advantage of an increased grant available under 2.3.3c below, any increased grant is deemed to be for overseas expenses and so given in full.
 - b) When all or part of the leave period spent in New Zealand involves travel, an allowance may be paid depending on the circumstances of the individual case.
3. Part or full allowance
 - a) Staff taking a proportion of the full time they are eligible for may take the same proportion of their financial eligibility, or a proportion between that and the maximum.
 - b) Time and financial eligibility carried forward will equal to the unused financial eligibility.
 - c) Staff taking less than the full time they are eligible for will be asked to nominate what proportion of the financial eligibility they wish to use.

For example: a staff member with ten months eligibility who takes six months leave instead of ten may opt to take between 60% and 100% of financial eligibility. If 80% is taken, (i.e. the equivalent of eight months eligibility) two months of eligibility (for both time and money) is carried forward.

4. Employment while on leave
 - a) The Committee does not approve applicants for Research and Study Leave to be spent entirely in a (non-research) temporary appointment, but it may approve a programme in which not more than half the period of leave will be spent in appropriate salaried employment.
 - b) Where persons applying for leave have a right of professional practice, leave is granted on condition that the applicants will not, during the period of leave, devote more time to professional practice than they would have been entitled to do if they were not on leave.

5. Refunds on resignation or retirement

The Vice-Chancellor normally requires members of staff who have been on leave to refund the travel and sustenance grant paid, in whole or in part, if they do not return from leave and serve the University for one year.

2.4 APPLICATION FOR RESEARCH AND STUDY LEAVE

1. All **applications** for Research and Study Leave are to be made to the Faculty Leave Committee on the special **form** obtainable from the Faculty Leave Committee Administrator or the School Administration Assistant.
2. Applications are called for annually in May for programmes beginning no earlier than the following November. Late applications will not normally be accepted.
3. Change of programme must be notified to the Faculty Leave Committee, following the procedures below:
 - a) Before the start of leave. If a staff member wishes to make a change to an already approved leave programme, further approval must be obtained from the Faculty Leave Committee.
 - b) After the start of leave. Changes must be reported to the Committee as soon as possible after they are contemplated. This may entail an obligation to repay part of the travel and sustenance grant advanced to the staff member before the leave commenced.
4. Notice of resignation before the start of Leave: If a staff member gives notice of their resignation before the start of an approved leave programme, the relevant Pro Vice-Chancellor may review the staff member's leave programme. The review will take into account what benefits, if any, the Pro Vice-Chancellor considers that the University may derive from the staff member taking the leave, and what arrangements could be made to secure those benefits. Possible outcomes of the review may include revocation of all or part of the approved leave programme.

2.5 RETURN FROM LEAVE

Leave Report: The member of staff shall make a general report to the Faculty Leave Committee, not later than **three months** after return from leave, setting out the way in which the leave was spent. Upon approval, the report becomes a public document. Fresh leave eligibility may not begin to accumulate if a satisfactory leave report is not received within three months of return from leave. (see 2.2.8b).

2.6 SELECTION PRIORITIES

1. Total funds available for leave may not allow the Faculty Leave Committee to recommend approval of all the leave applications that otherwise would be approved. In such a situation the Committee recommends approval of applications first on the basis of the quality of the application and on the applicant's research record. The Committee may also rank applications according to the following priorities:
 - a) First priority is given to applications of staff members who are applying for their first Research and Study Leave in terms of their appointment at this University and who will have accumulated the maximum eligibility of 12 months at the time of their intended departure for leave.
 - b) Second priority is given to applications of staff members who are applying for their second or subsequent Research and Study Leave in the terms of their appointment at this University and who will have accumulated the maximum eligibility of 12 months at the time of their intended departure of leave; and
 - c) Thereafter as many applicants are selected for approval as the available funds allow. In selecting applicants the main consideration will be the judgement of the Leave Committee as to the strength of the applications in terms of the extent to which the leave period will enable the staff members to further their teaching and research. Other factors which are taken favourably into account include (not in any order of priority):
 - i) The fact that a staff member is making their first application for Research and Study Leave in terms of their appointment at this University, especially if the staff member has had no previous opportunity of academic experience outside New Zealand.
 - ii) The fact that this is the last leave available to the staff member before retirement; and
 - iii) The fact that the proposed timing is particularly appropriate, for instance, because the staff member has obtained a prestigious fellowship or award.
2. Applicants refused leave at the normal time of consideration in June because of lack of funds are, if they so desire, given renewed consideration should further funds become available by November in the year of application.

3. Staff members whose leave applications are declined in terms of this selection procedure may apply in any subsequent year but their applications will not be given any special priority.
4. In special circumstances, and on renewed application, an applicant who would otherwise have had the leave programme approved but for the restriction on available funds may be granted a leave approval without payment of any allowance. Research and Study Leave taken under such an approval will count in the same way as financially-supported Research and Study Leave with respect to eligibility for future Research and Study Leave.

3. OVERSEAS CONFERENCE LEAVE

3.1 GENERAL

1. Overseas Conference Leave gives academic staff members of the grade of Assistant Lecturer and above the opportunity to attend academic conferences outside New Zealand, at any time that is consistent with their other responsibilities.
2. The normal maximum period of leave for attendance at an Australian conference is 14 days, and for conferences beyond Australia 25 days.
3. If the applicant submits an appropriate study and/or research programme to be pursued in addition to attendance at any conference, the Faculty Leave Committee will consider extending the total period to 42 days.
4. Overseas Conference Leave is normally given with full pay.
5. Overseas Conference Leave may be given with or without funding.
6. Overseas Conference Leave without funding does not affect eligibility for funded conference leave.

3.2 OVERSEAS CONFERENCE LEAVE WITH FUNDING

1. General
 - a) An allowance for travel costs, a *per diem* allowance and an amount to meet part of the conference fee may be paid, up to the maximum in the Schedule of Allowances.
 - b) Underlying these regulations is the notion that funding for an Overseas Conference Leave is based on three years service. However, the University wishes to give staff the freedom to plan their attendance at conferences for maximum professional advantage. It therefore allows for funding to be given on the basis of single years of service up to the maximum of three years service.
 - c) Eligibility for funded Overseas Conference Leave is calculated in calendar years following a funded Overseas Conference Leave. For example, a staff member who takes a funded Overseas Conference Leave at any time in the year 2000 is deemed to have one year of eligibility from 1 January 2001.

The staff member reaches maximum eligibility on 1 January 2003, if no further funded Overseas Conference Leave is taken in the meantime.

- d) Staff appointed to permanent positions or to limited-term contracts for a period of at least three years are deemed to have maximum eligibility at the time of their appointment.
- e) Internally-funded Research Fellows are deemed to have maximum eligibility on the basis of an appointment for two years.
- f) Staff who meet the above criteria may take Overseas Conference Leave while on Parental Leave.

2. Conditions for approval

- i). The Committee will normally recommend approval for Overseas Conference Leave with a travel and sustenance allowance if at least one of the following apply:
 - a) The staff member is giving a paper or making an equivalent substantial contribution to the work of the conference;
 - b) The staff member holds office at top level in the organisation promoting the conference;
 - c) The staff member is applying for her or his first Overseas Conference Leave at this University. (A staff member on a limited-term appointment may not normally make use of this provision.)
- ii) In considering applications from Internally-funded Research Fellows, the Faculty Leave Committee pays particular attention to the relevance of the conference to the Fellow's current research and expects that the Fellow's contribution to the Conference will arise directly from that current research.
- iii) In addition the Committee considers the number of persons applying for leave to attend the particular conference, the publications and research record of the applicants, and the financial outlay involved.

3. Funding of Overseas Conference Leave

- i) Allowance
 - a) Staff who have one year of eligibility may take up to one third of the maximum grant; staff who have two years of eligibility may take up to two thirds of the maximum grant (calculations will be made in terms of whole years).
 - b) Staff may opt to use either one or two years less than their full eligibility, with corresponding grant, and so retain some eligibility. For example, a staff member with maximum eligibility (three years), may use one third of her or his eligibility, say for a conference in Australia, and retain two years of eligibility. If that staff member does not use the remaining eligibility for another funded Overseas

Conference Leave in the same year, she or he returns to maximum eligibility on 1 January of the following year.

- ii) Financial assistance from elsewhere
 - a) Any financial assistance received towards the Overseas Conference and/or research activities undertaken during the leave should be reported to the Faculty Leave Committee.
 - b) Such assistance does not affect the allowance provided the total amount received does not exceed the total expenses incurred (travel, accommodation, conference fee and other relevant expenses including those related to research activities).
 - c) Where the total amount received exceeds total expenses, the Faculty Leave Committee allowance will be reduced accordingly.

3.3 ADDITIONAL FUNDS BY EXCHANGE OF ELIGIBILITY AND/OR USE OF NEW ZEALAND CONFERENCE LEAVE FUNDING

1. A person wishing to attend an overseas conference and requiring additional funds may be permitted to:
 - i) exchange a maximum of two months accumulated eligibility from their research and study leave eligibility in return for the equivalent grant;
 - ii) use New Zealand Conference Leave eligibility.
2. Permission to exchange eligibility under 3.3.1 will not be granted if the total grant exceeds total expenses.

3.4 ALTERNATIVE FUNDING

1. A staff member may fund an overseas conference without the use of their Overseas Conference Leave entitlement in one or both of the following ways:
 - a) Exchange of a maximum of two months accumulated eligibility from their research and study leave eligibility in return for the equivalent grant.
 - b) Exchange of New Zealand conference leave eligibility. See 6.1.6 below.

3.5 APPLICATIONS

1. The procedures for applying for Overseas Conference Leave are as follows:
 - a) Applications for Overseas Conference Leave must be submitted through Heads of Schools, and where the applicant is a Head of School through the Pro Vice-Chancellor. Application forms are available from the Leave Committee Administrator or the School Administration Assistant.
 - b) Applications for funded Overseas Conference Leave for the first half of the following year are considered at the September meeting of the

Faculty Leave Committee; applications for the second half of the year are considered at the March meeting.

- c) Applications for unfunded Overseas Conference Leave may be made at any time.

4. LEAVE WITHOUT PAY

- 4.1 All applications for Leave without Pay, where the leave is sought for activities similar to those pursued under the categories of leave within the jurisdiction of the Faculty Leave Committee, should be submitted to the Pro Vice-Chancellor.
- 4.2 Applications for leave should set out the circumstances of the leave and the academic benefits for the University.

5. OTHER ACADEMIC LEAVE

- 5.1 Absence for short periods during term on University business should be reported to the Head of School.
- 5.2 **WITHOUT FINANCIAL ASSISTANCE DURING A PERIOD WHEN CLASSES ARE NOT BEING TAUGHT**
 - 1. When a member of staff wishes to go overseas during a period when classes are not being taught which is not wholly within the period 16 December of one year and 31 January in the next year, the staff member should submit to the Faculty Leave Committee, through the Head of School, an application for leave. The application should state the programme of work proposed.
 - 2. An application for leave during a period when classes are not being taught is approved if the Head of School has advised the Leave Committee that the applicant is not required for school purposes such as examining and enrolling during the proposed period of leave.
 - 3. The Faculty Leave Committee would be most reluctant to agree that all experienced members of a school be absent from New Zealand at the same time.
- 5.3 **FOR A PERIOD INCLUDING NOT MORE THAN ONE SEMESTER**
 - 1. Leave for a period, normally including not more than one semester and/or a period when classes are not being taught, may be recommended with or without pay and with or without financial assistance. When financial assistance is granted it will be on the basis of the exchange of a maximum of two months accumulated eligibility for research and study leave in return for the equivalent grant. For the purpose of this regulation the maximum accumulation is seven years service.
 - 2. The Committee takes into account:
 - a) The nature of the work which the applicant proposes to undertake while on leave;
 - b) The auspices under which such work is to be carried out;

- c) The recommendation of the Head of School;
 - d) The period of service which the applicant has had with the University;
 - e) Any leave previously granted by the University to the applicant; and
 - f) The applicant's future leave plans.
3. Where such leave is granted on pay, the period of that leave may not be counted as qualifying service for research and study leave purposes.
4. Applications are submitted through the Head of School. The Head of School should comment on the academic merits of the proposal, its implications for the school and its relationship to the applicant's future leave plans. Where leave is granted, the staff member shall, on return from leave, make a brief report to the Faculty Leave Committee.

6. NEW ZEALAND CONFERENCE LEAVE

- 6.1 New Zealand Conference Leave gives academic staff members of the grade of Assistant Lecturer and above, and internally-funded Research Fellows (see 6.7 below), the opportunity to attend academic conferences in New Zealand. Staff who meet the above criteria may take New Zealand Conference Leave while on Parental Leave.
- 6.2 New Zealand Conference Leave is normally granted with full pay. A travel and sustenance allowance may be paid. This allowance will include travel costs, based on discounted airfares, as appropriate. A *per diem* allowance calculated on the number of nights spent at the conference away from Wellington and the actual conference fee up to a maximum fee may be paid.
- 6.3 Staff members are generally eligible to receive financial assistance for New Zealand conference leave once every two years. More frequent approval (but in any case not more than once in each year) may be given in special circumstances, such as the giving of a paper, or holding executive office, at the conference to be attended.
- 6.4 Notwithstanding 6.4 above, staff members of the grade of lecturer or above may be eligible for financial support for one New Zealand Conference Leave in any year if they have not received in any one of the three previous calendar years financial support to attend an overseas conference.
- 6.5 Staff members may apply to attend an overseas conference using their New Zealand Conference Leave eligibility.
- 6.6 Internally-funded Research Fellows may apply for New Zealand Conference Leave more frequently than permanent academic staff. In considering applications for more frequent leave, the Faculty Leave Committee pays particular attention to the relevance of the conference to the Fellow's current research and expects that the Fellow's contribution to the Conference will arise directly from that current research.

7. ACADEMIC EXCHANGE LEAVE

- 7.1 Academic Exchange leave is an exchange between a staff member of this University

and a staff member of another university or approved institution. In general terms, each person involved in the exchange undertakes the duties and responsibilities of the other during the period of the exchange.

- 7.2 Permanent academic staff members of the grade of lecturer or above may seek to negotiate an exchange arrangement within the general guidelines set out in 7.3 to 7.5 below.
- 7.3 All academic exchange programmes must have the approval of the Head of School before submission to the Faculty Leave Committee.
- 7.4 Eligibility for other forms of leave normally continues to accumulate during Academic Exchange Leave.
- 7.5 Staff taking up exchange positions may be granted the cost of the most economical airfares, up to the current maximum grant for overseas conference leave. The Committee expects that regular academic exchange programmes will be funded by the relevant department or faculty.

8. ADMINISTRATION

- 8.1 The administration of the academic leave programme is the responsibility of individual Pro Vice-Chancellors. Policies relating to academic leave are determined by the Vice-Chancellor (as Chief Executive Officer) who is advised by the Pro Vice-Chancellors' Committee.
- 8.2 The composition of each Faculty Leave Committee is determined annually by the Pro Vice-Chancellor using a procedure which is approved by the Vice-Chancellor. A staff member nominated by the TEU is a member of each Faculty Leave Committee.
- 8.3 Faculty Leave Committees meet throughout the academic year. They make recommendations to the Pro Vice-Chancellor.
- 8.4 A staff member who wishes to appeal the decision of the Pro Vice-Chancellor in an individual case should write to the Deputy Vice-Chancellor.

ACADEMIC LEAVE – SCHEDULE OF ALLOWANCES

GENERAL

The allowances currently payable for the various types of academic leave available to academic staff are as follows:

From 1 January 2010

1. RESEARCH AND STUDY LEAVE

1.1 The maximum travel and sustenance allowance is \$1,356.00 per month of eligibility.

2. OVERSEAS CONFERENCE LEAVE

2.1 *Per diem* allowance to applicant: \$89.00

2.2 Conference Fee: up to a maximum of \$609.00

2.3 Maximum amount payable: \$5,570.00

3. NEW ZEALAND CONFERENCE LEAVE

3.1 *Per diem* allowance to applicant: \$63.00

3.2 Conference Fee: up to a maximum of \$412.00

3.3 Maximum amount payable: \$1012.00

4. EXCHANGE LEAVE

4.1 Maximum amount payable: \$5570.00

From 1 January 2011

1. RESEARCH AND STUDY LEAVE

1.1 The maximum travel and sustenance allowance is \$1,380.00 per month of eligibility.

2. OVERSEAS CONFERENCE LEAVE

2.1 *Per diem* allowance to applicant: \$91.00

2.2 Conference Fee: up to a maximum of \$620.00

2.3 Maximum amount payable: \$5,670.00

3. NEW ZEALAND CONFERENCE LEAVE

3.1 *Per diem* allowance to applicant: \$64.00

3.2 Conference Fee: up to a maximum of \$420.00

3.3 Maximum amount payable: \$1,030.00

4. EXCHANGE LEAVE

4.1 Maximum amount payable: \$5,670.00

From 1 January 2012

1. RESEARCH AND STUDY LEAVE

1.1 The maximum travel and sustenance allowance is \$1,405.00 per month of eligibility.

2. OVERSEAS CONFERENCE LEAVE

2.1 *Per diem* allowance to applicant: \$93.00

2.2 Conference Fee: up to a maximum of \$631.00

2.3 Maximum amount payable: \$5,772.00

3. NEW ZEALAND CONFERENCE LEAVE

3.1 *Per diem* allowance to applicant: \$65.00

3.2 Conference Fee: up to a maximum of \$428.00

3.3 Maximum amount payable: \$1,050.00

4. EXCHANGE LEAVE

4.1 Maximum amount payable: \$5,772.00

The parties will negotiate the schedule of allowances during collective bargaining for a new collective agreement but if the parties cannot reach agreement, the allowances will be increased in proportion to the increase in academic salary scales and take effect from January the following year.

SCHEDULE 6

DISCIPLINE AND DISMISSAL PROCEDURES

The following procedures do not prevent the Employer from summarily dismissing an employee as covered in 12.5 of the Victoria University of Wellington Academic Staff Collective Employment Agreement.

The employer's Conduct Policy will apply. Human Resources must be contacted if these procedures are to be implemented.

In addition to observing the principles of natural justice all disciplinary procedures will be conducted in good faith and in accordance with the following conditions :

1. The identification of alleged unacceptable performance/behaviour and the advising of same to the staff member.
2. At each step the employee must be provided with a real opportunity to be heard and offer explanations. Due consideration shall be given to the employee's explanation.
3. The provision of an opportunity within a reasonable, specified time frame for the staff member to correct the performance/behaviour.
4. Warnings/dismissals must not occur until full consideration has been given to an employee's explanation.
5. Where misconduct is suspected, the employer may suspend the employee with pay whilst the allegation is being investigated.
6. Employees will be advised at all steps of their right to have representation/support.
7. All steps must be undertaken in a non-threatening manner.
8. The person making the decision at each stage shall be the person to whom the employee makes the explanation (not a third person who has not had the opportunity of questioning the employee or hearing the employee's response).
9. A report of any meeting must be circulated to all attendees at the meeting. If any party disputes this record they may request that an addendum of their objection be attached to the minutes. Any addendum shall be attached to the record.
10. Where appropriate the opportunity shall be provided for the employee to receive additional training and development.
11. Further warnings can only apply to the specific conduct or unsatisfactory performance cited in the original warning.
12. All warnings shall be for a reasonable period and specify a date of expiry but that period shall not exceed 12 months, excluding any periods of research and study leave. Warnings no longer current shall be removed from the employee's file.
13. These disciplinary procedures shall be implemented in a culturally appropriate way.

14. The employee will be given a copy of the employer's Conduct Policy and will have the opportunity to obtain clarification of the procedures from the employer.
15. Any documents arising out of any of these procedures which are placed on the employee's file shall be seen and signed by the employee. The signing will not be taken as an indication that the employee agrees with the content, only that they have viewed it. A statement to this effect adjacent to the employee's signature, shall be included on all material. A copy of the signed material must be given to the employee.

STEPS

1. Formal verbal warning
2. Formal written warning
3. Final written warning
4. Dismissal

The procedures can be implemented at any step depending on the seriousness of the behavioural misconduct.

SCHEDULE 7

CHANGE MANAGEMENT

1. When the University has decided to restructure or reorganise all or part of its business operations or services or is, in whole or in part, the subject of, or party to, any merger the University shall at the earliest practicable time notify those employees affected by the event or decision and their unions and shall afford full and timely consultation before any final decisions are taken.
2. A redundancy may occur when a position an employee holds is subject to significant change (including when the employee's position wholly disappears) because it has become wholly or in part superfluous to the needs of the University due to:
 - a) an amalgamation of the University with another institution, or the contracting out, transfer or sale of a discipline or area of study or area of work to another university, institution or employer; or
 - b) financial difficulties which threaten the University's ability to continue its current level of research and/or teaching; or
 - c) the implementation of a review of the structure, staffing, function or location of a discipline, or area of study, or area of work.
3. When a surplus staffing situation exists, the following options will apply unless otherwise agreed:
 - a) Confirmation

An employee's position is confirmed where it has not changed or is substantially similar to that employee's existing position.

If the employee does not wish to be confirmed in their position, the only option available to them is resignation.
 - b) Selection Pool

A Selection Pool occurs whenever a position has not changed significantly but there are more employees than positions in the new structure. In a Selection Pool situation, all relevant employees will be required to participate in a selection process. The positions of those employees who are unsuccessful in the selection process will be disestablished.
 - c) Disestablished Positions

A position is disestablished where it is ceased or ended because it is either significantly changed or is no longer needed in any form.

Employees whose positions are disestablished

4. Before a position is disestablished, the employer shall give the employee and their union at least six months notice of that fact (at least five months notice from 1 July 2011), except for ELI, Foundation Studies and University Preparation Teachers and Senior Teachers who shall be provided with three months' notice and Assistant Lecturers who shall be provided with one month's notice.
5. The employer shall meet its obligation to act as a good employer, including, on a case by case basis, making reasonable arrangements for supporting the employee in seeking new employment, allowing the employee necessary time off on full pay as is consistent with that objective, and meeting reasonable costs. These may include, for example, help in the preparation of a CV, job training, counselling, financial management, or attendance at job interviews.
6. The employer shall make all attempts to find suitable alternative work within the University for any employee affected.
7. By agreement, employees may be redeployed to a position at the same, higher or lower salary. Such agreement will not be unreasonably withheld by either party. If the employee unreasonably declines to be redeployed into alternative employment with the University, the only option available to the employee is resignation.
8. Where the new position is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee in the old position at the time of redeployment for a period of two years. If the FTE of a new position is less than the FTE of the old position, the equalization allowance will be prorated accordingly. In this case, redundancy compensation will be based on the difference between the FTE of the old position and the FTE of the new position.
9. Subject to paragraph 8, the salary will be preserved in the following ways:
 - a) 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 increase); or
 - b) An ongoing allowance equivalent to the difference between the present salary (including superannuation) and the new salary for a period of two years (this is abated by any subsequent salary increase).
10. Where employees who are within five years of their retirement are appointed to a position carrying a lower salary, such employees will retain their present grade and salary unabated, and their salary will be increased in line with any subsequent salary increase. The difference cannot be cashed up.
11. Where an employee is redeployed into a new position, the employee may, within the first three months in the new position, elect to resign from it giving appropriate notice, and will have any severance payment calculated under this agreement paid as if they had not taken up the new position, including service in the new position not counting towards calculation of the severance payment. In the event the employee has received a lump sum equalisation payment under clause 9(a), the proportion of service not completed in the two year period because of the operation of this clause will be deducted from any severance payment.

12. In the case of redeployment into a fixed term position which ceases to exist and the employee is not redeployed to a further position, the employee will be paid severance on the following basis:

- a) where employment ceases within three years, the full severance payment will be made;
- b) where employment ceases after three years but not exceeding five years, 50% of the severance payment will be made;
- c) where employment ceases beyond five years, no severance payment will be made.

13. Subject to clause 12 upon leaving the University as a result of redundancy, the employee shall receive:

- a) all outstanding holiday pay;
- b) such retiring leave as the employee would have received had they been retiring on that date;
- c) six weeks pay for the first (or part) year of current continuous service with the University; and two weeks pay for each succeeding (or part) year of current continuous service.

14. The maximum payment possible using this formula (exclusive of holiday pay or retiring leave) shall be 52 weeks.

15. Where the employer is proposing a restructuring (as defined by section 69L of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by the employee, the employer will negotiate with the other employer (the transferee) about options that may exist for the employee to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to the employee.

16. Following the application of clause 15, in the event that an affected employee does not transfer to the transferee, the relevant provisions in this Schedule will apply, provided that, nothing in this Agreement or any other agreement shall require the employer to pay compensation for redundancy to the employee if:

- a) the person or agency acquiring the business being sold or transferred has offered the employee employment in the business being sold or transferred at the same location; and has agreed to treat service with the employer as if it were continuous with that person or agency; and
- b) the conditions of employment being offered to the employee by the person or agency acquiring the business are the same as, or are no less favourable than, the employee's conditions of employment, including the employee's right to bargain collectively and including any service related and redundancy conditions and any conditions relating to superannuation under the employment being terminated; and
- c) the offer of employment by the person or agency acquiring the business is an offer to employ the employee in that business whether in the same capacity as that in which the employee was employed, or in a capacity the employee is willing to accept.

SCHEDULE 8

HEALTH AND SAFETY

The employer shall encourage safe work practices. For employees using VDUs the Department of Labour Code of Practice for VDUs shall apply.

The employee must:

- take all practical steps to ensure the workplace is safe; and
- be familiar with, follow and encourage compliance with all University health and safety policies and procedures.

Protective Clothing

Where necessary suitable protective clothing, footwear, safety spectacles and equipment shall be provided by the employer and the employee instructed in their use. Where justified by the nature of the work, prescription hardened lenses shall be provided by the employer. Should a change in prescription require a change in lenses, then the employer shall pay the difference in cost between normal and hardened lenses plus the cost of standard safety frames if required. Laundering or dry cleaning of all protective clothing shall be the responsibility of the employer and shall be carried out on a regular basis. An employee suffering damage to clothing while wearing protective clothing shall be financially reimbursed for the damage.

Employees shall be under an obligation to make use of safety clothing and equipment provided by the employer. Repeated failure to do so shall constitute misconduct.

Eye and Hearing Tests

Any employee who is appointed to a position where they are engaged for at least 50% of their normal working day in VDU duties or the use of magnifying devices or optical equipment, is entitled to vision screening testing provided by the University's Occupational Health Nurse. Where any dispute arises in respect of the results of any vision screening test, the Director HR may approve a further test with another relevant professional at the employer's expense.

If:

- a) the screening test discloses that the staff member's vision is not adequate for the normal viewing of a VDU or operation of a magnifying device or optical equipment; and
- b) the employee has been employed by the University for three continuous months; then the cost of a further eye test with an approved registered optometrist will be met by the employer. If that test (which will not normally be provided at less than two year intervals) discloses that prescription glasses are required for the normal viewing of a VDU, operation of a magnifying device or optical equipment, then the reasonable cost of spectacles will be met by the employer up to the following amounts:

Eye test	total cost of test
Lenses	\$160.00
Frames	\$160.00

This subsidy will not apply to the loss or breakage of frames and/or lenses.

Employees working in areas where regular loud noise is a frequent factor in their work shall be provided with regular hearing tests.

New Technology

When new technology is introduced into a workplace, it will be the responsibility of the employer to provide, and for the employee to attend, appropriate training to the employees directly affected. Such training will include any health and safety implications or information that will enable employees to operate the equipment without discomfort and will help maintain their general well-being.