



VICTORIA UNIVERSITY OF WELLINGTON

ACADEMIC STAFF COLLECTIVE AGREEMENT

Term: 1 July 2025 – 30 June 2026

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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

PART ONE

ACADEMIC STAFF

This Agreement shall apply to and be binding on the parties to the Agreement; and those **academic staff** who are employed by the employer on the **University's Principal Academic Career Pathway** as:

- Assistant Lecturers
- Lecturers
- Senior Lecturers
- Readers
- Associate Professors
- Professors
- Teachers and Senior Teachers in the English Language Institute (ELI).

This Agreement shall also apply to those staff employed by the employer as:

- Junior Scientists, Scientists, Senior Scientists, Principal Scientists, Senior Principal Scientists, Junior Engineers, Engineers, Senior Engineers, Principal Engineers and Senior Principal Engineers in the **Ferrier Institute and the Robinson Institute**.
- Staff employed on the **University's Teaching Intensive Academic Career pathway**
- Heads of School

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

For the purposes of this clause, 'course' shall be defined as in the VUW calendar.

(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).
- Junior Scientists, Scientists, Senior Scientists, Principal Scientists, Senior Principal Scientists, Junior Engineers, Engineers, Senior Engineers, Principal Engineers and Senior Principal Engineers in the Ferrier Institute and the Robinson Institute who undertake a limited amount of lecturing;
- Staff employed on the University's Teaching Intensive Academic Career Pathway
- 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.

PART TWO This Agreement shall also apply to those staff employed by the employer as **SENIOR TUTORS**

PART THREE This Agreement shall also apply to those staff employed by the employer to perform **TEACHING SUPPORT ROLES AND RESEARCH ASSISTANTS/RESEARCH FELLOWS EMPLOYED FOR LESS THAN 12 MONTHS**

- Tutors
- Writ Tutors
- Sessional Assistants
- Teaching Assistants
- Demonstrators
- Markers
- Research Assistants/Research Fellows employed for less than 12 months

PART FOUR This Agreement shall also apply to those staff employed by the employer for a fixed term as **TEACHING FELLOWS**

PART FIVE This Agreement shall also apply to **RESEARCH STAFF EMPLOYED FOR 12 MONTHS OR MORE, and including those staff employed on the Research Intensive Pathway.**

NOTE: Research Assistants/Research Fellows employed on a fixed term basis for less than 12 months are covered by Part Three of this Agreement.

EXCLUSIONS

1. Staff holding the positions of Dean
2. Members of Te Hiwa
3. Directors, Ferrier Institute and Robinson Institute

1.0 GENERAL EMPLOYMENT TERMS AND CONDITIONS APPLICABLE TO ALL STAFF

1.1 Current Employees

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

1.2 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 this collective agreement.

1.3 Minimum Rates and Conditions

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

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.

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 597 and 600 of the Education and Training Act 2020 shall apply.

4. PAYMENT OF WAGES

Payment of all employees shall be by direct credit to a bank account, fortnightly.

5. DEDUCTIONS

5.1 The employer shall deduct union subscriptions from the remuneration due to

employees covered by this Agreement who have so authorised. Such subscriptions shall be remitted to the authorised representative at mutually agreed intervals together with a list of employees for whom deductions have been made.

5.2 Where an employee agrees that they owe money to the employer, the employer (subject to clause 5.3) shall have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from wages payable to the employee.

5.3 Before deducting money pursuant to 5.2, the employer shall make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.

6. SUPERANNUATION

6.1 University employees may belong to the New Zealand Universities Superannuation Scheme, in accordance with the provisions of that Scheme; or

6.2 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.

7. 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 Māori and Te Reo Māori 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 and will ensure there is no excessive workload burden on the employee.

If the University decides to recognise such contributions, employees will be eligible for either:

- a six-monthly retrospective payment of between \$250 and \$2000 (gross); or
- ½ - 3 days of paid special leave

as per the Recognition of Tikanga Māori and Te Reo Māori Skills Guidance.

It is up to the employee to request either a payment or paid special leave.

8. UNION RIGHTS

8.1 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.

The employer will grant the elected branch president of the TEU one day each week (to be shared if there are co-presidents) as paid time on release from duty in order to carry out their union duties. The employer will also consider requests for the TEU elected branch president to be released from duty on pay to attend union meetings and other union events. Approval of such requests shall not be unreasonably withheld.

The employer will also grant the TEU Te Uepu representative one day per week as

paid time on release from duty in order to carry out their union duties.

The employer will allow union delegates and representatives reasonable paid time to carry out their duties. This will include responsibilities at Victoria University of Wellington and at a national union level. In making decisions about release for union representatives and delegates the employer will observe Te Tiriti o Waitangi principles.

The employer will also provide reasonable paid special leave to Union delegates to attend educative courses authorised by the Union to facilitate employees' education and training as employee representatives in the workplace. This will include training in relation to good faith obligations and health and safety.

The employee must provide at least 14 days' notice to their manager of their intention to take paid special leave for the authorised Union training (noting that the manager may not unreasonably withhold agreement taking into account continuing service needs). The employee must enter this leave into HR Kiosk for recording purposes.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

9. RESOLUTION OF EMPLOYMENT RELATIONSHIP PROBLEMS

9.1 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.

9.2 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 Ministry of Business, Innovation and Employment (MBIE) Mediation Service.

9.3 Personal Grievances

The employee has 90 days to raise a personal grievance formally with the employer from the date on which the action alleged to amount to a personal grievance occurred or came to the notice of the employee, whichever is later (for reasons other than sexual harassment). The timeframe in which to raise a personal grievance for sexual harassment is now 12 months. 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.

9.4 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.

9.5 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

MBIE 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.

10. VARIATION OF AGREEMENT

10.1 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.

10.2 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.

11. TERM OF THE AGREEMENT

The Agreement for all staff employed under this collective agreement shall be deemed to have come into force on 1 July 2025 and shall remain in force until 30 June 2026.

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:



Kate Tibbitts
Chief People Officer

16th December 2025
Date

Signed on behalf of the Tertiary Education Union:



Daniel Benson-Guiu
TEU Assistant National Secretary - Industrial

15th December 2025
Date

PART ONE.

EMPLOYMENT TERMS AND CONDITIONS APPLICABLE ONLY TO ACADEMIC STAFF AND HEADS OF SCHOOL (AS DETAILED UNDER PART ONE OF THE COVERAGE PROVISIONS)

- 1. Agreement Terms**
- 2. Exclusions**
- 3. Responsibilities and Academic Freedom**
- 4. Remuneration**
- 5. Appointments**
- 6. Staff Development**
- 7. Leave**
- 8. Attendance at the University and Flexible Working**
- 9. Intellectual Property**
- 10. Private Work**
- 11. Employee Not To Bind Employer**
- 12. Ending Employment**
- 13. Redundancy**
- 14. Refund of Employment Expenses**
- 15. Health and Safety**
- 16. Travelling Expenses**
- 17. Conditions, Policies and Practice**

1. Agreement Terms

The employer and the employee agree that with effect from 1 July 2025, 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. Exclusions

2.1 Assistant Lecturers, and ELI Teachers and Senior Teachers

The following provisions in this agreement will not apply to the employees identified in 2.1:

- Clause 5 Appointments
- Clause 7.5 Reference to Research and Study leave
- Clause 10 Private Work
- Clause 14 Refund of Appointment Expenses
- Schedule 1 Schedule of Duties - Principal Academic Career Pathway
- Schedule 1B Schedule of Duties – Heads of School
- Schedule 3 Promotion Criteria
- Schedule 4 Academic Leave - all references to research and study leave except that paragraphs 3 and 6, as specified, to Assistant Lecturers.

2.2 Junior Scientists, Scientists, Senior Scientists, Principal Scientists, Senior Principal Scientists, Junior Engineers, Engineers, Senior Engineers, Principal Engineers and Senior Principal Engineers in the Ferrier Institute and the Robinson Institute

The following provisions in this agreement will not apply to the employees identified in 2.2:

- Clause 5 Appointments
- Clause 7.4 Grandparenting provision
- Clause 7.5 Reference to Research and Study Leave
- Clause 10 Private Work
- Schedule 1B Schedule of Duties – Heads of School
- Schedule 3 Promotion Criteria
- Schedule 4 References to Research and Study Leave.
- Schedule 5 ELI Teachers and Senior Teachers

2.3 Staff employed on the University's Teaching Intensive Academic Career Pathway

The following provisions in this agreement will not apply to the employees identified in 2.3:

- Clause 5 Appointments
- Clause 7.5 References to Research and Study leave
- Schedule 1 Schedule of Duties - Principal Academic Career Pathway
- Schedule 1B Schedule of Duties – Heads of School
- Schedule 3 Promotions Criteria - Principal Academic Career Pathway
- Schedule 4 References to Research and Study Leave.
- Schedule 5 ELI Teachers and Senior Teachers

2.4 Staff employed as Head of School

The following provisions in this agreement will not apply to the employees identified in 2.4:

- Schedule 1 Schedule of Duties – Principal Academic Pathway
- Schedule 1A Schedule of Duties – Teaching Intensive Pathway
- Schedule 3 – Promotions Criteria – Principal Academic Career Pathway (unless otherwise agreed)
- Schedule 5 ELI Teachers and Senior Teachers.

3. RESPONSIBILITIES AND ACADEMIC FREEDOM

The employee is responsible to the employer as per Schedule 1 or Schedule 1A or Schedule 1B (as relevant).

Staff covered by Part One of this Agreement have the rights and privileges of academic freedom as provided for under Section 267 of the Education and Training Act 2020. Should the Academic Freedom provisions of the Education and Training Act 2020, as existing at the beginning of the year 2021 be repealed, the employer will continue to honour those provisions.

4. REMUNERATION

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

The employer shall also pay an allowance to employees employed as Head of School in accordance with the allowance provisions in Schedule 2.

The employer may promote the employee to a higher grade. Promotions are by personal application in accordance with the criteria for promotions as set out in Schedule 3; in relation to Heads of School as set out in Schedule 3A (and will take place at the same time as the Academic Promotions Process); and in relation to ELI Teachers and Senior Teachers, as set out in Schedule 5. The TEU shall have the right to appoint an observer at all meetings of committees concerned with the consideration of promotion applications.

Transitional Clause Upon Ratification; with respect to variation March 2025

- Lecturer (Principal and Teaching), Senior Lecturer (Principal and Teaching), Scientist, Engineer, Senior Scientist, Senior Engineer, ELI Teacher and ELI Senior Teacher:
 - i. Where staff currently have an automatic progression, they will still receive an automatic progression.
 - ii. Staff who would normally be eligible (one year in the current step) to apply for a minor promotion. from 01 January 2026 they will, after one year of service, progress via an automatic progression instead.
 - iii. Staff who would normally be eligible (one year in the current step) to apply for a major promotion at SL6 to SL7 from 01 January 2026, will have an automatic progression instead.
 - iv. Staff who would normally be eligible to apply for a major promotion, will apply for promotion via the usual process instead.
- Associate Professor (Principal and Teaching), Principal Scientist, Principal Engineer:

- i. Staff who would normally be eligible (two years at current step) to apply for a major promotion at AP1 to AP2, and AP3 to AP4 from 01 January 2026 have an automatic progression instead.
- ii. Where staff currently would apply for a major promotion, they will apply for promotion via the usual process instead.
- Professor (Principal and Teaching), Senior Teacher, Senior Principal Scientist, and Senior Principal Engineer:
 - i. Where staff currently would apply for a major promotion, they will apply for a salary review via the usual process instead.

4.1 ACADEMIC STAFF (bars indicated by underlines. Any movement above salary bars will be by way of promotion)

- (i) **Lecturer – Principal Academic Career Pathway**
- (ii) **Lecturer (Teaching) - Teaching Intensive Academic Career Pathway**

Step	From 20 January 2025	From 19 January 2026
L1	\$89,326	\$91,738
L2	\$91,899	\$94,380
L3	\$94,477	\$97,028
L4	\$97,047	\$99,667
L5	\$99,622	\$102,312
L6	\$102,194	\$104,953
L7	\$104,771	\$107,600

- (i) **Senior Lecturer - Principal Academic Career Pathway**
- (ii) **Senior Lecturer (Teaching) - Teaching Intensive Academic Career Pathway**

Step	From 20 January 2025	From 19 January 2026
SL1	\$109,920	\$112,888
SL2	\$113,349	\$116,409
SL3	\$116,785	\$119,938
SL4	\$120,260	\$123,507
SL5	\$123,734	\$127,075
SL6	\$128,142	\$131,602
SL7	\$131,703	\$135,259
SL8	\$135,265	\$138,917

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 Provost before nominating either promotions structure.

Step	From 20 January 2025	From 19 January 2026
SL1	\$109,920	\$112,888
SL2	\$113,349	\$116,409
SL3	\$116,785	\$119,938
SL4	\$120,260	\$123,507
SL5	\$123,734	\$127,075
SL6	\$128,142	\$131,602
SL7	\$131,703	\$135,259
SL8	\$135,265	\$138,917

- (i) **Reader/ Associate Professor - Principal Academic Career Pathway**
- (ii) **Associate Professor (Teaching) - Teaching Intensive Academic Career**

Step	From 20 January 2025	From 19 January 2026
R/AP1	\$139,716	\$143,488
R/AP2	\$143,277	\$147,145
R/AP3	\$146,842	\$150,807
R/AP4	\$150,421	\$154,482

- (i) **Professor - Principal Academic Career Pathway**
- (ii) **Professor (Teaching) - Teaching Intensive Academic Career Pathway**

Salary Range	From 20 January 2025	From 19 January 2026
Min	\$157,721	\$161,980
	\$163,284	\$167,693
	\$168,316	\$172,861
	\$173,433	\$178,116
	\$178,537	\$183,358
	\$183,658	\$188,617
	\$188,796	\$193,894
Max	\$194,288	\$199,534

4.2 STAFF OF THE FERRIER INSTITUTE AND ROBINSON INSTITUTE

Junior Scientist and Junior Engineer

Step	From 20 January 2025	From 19 January 2026
ASE1	\$72,219	\$74,169
ASE2	\$75,675	\$77,718
ASE3	\$79,132	\$81,269
ASE4	\$82,588	\$84,818
ASE5	\$86,045	\$88,368

Scientist and Engineer

Step	From 20 January 2025	From 19 January 2026
SE1	\$89,326	\$91,738
SE2	\$91,899	\$94,380
SE3	\$94,477	\$97,028
SE4	\$97,047	\$99,667
SE5	\$99,622	\$102,312
SE6	\$102,194	\$104,953
SE7	\$104,771	\$107,600

Senior Scientist and Senior Engineer

Step	From 20 January 2025	From 19 January 2026
SSE1	\$109,920	\$112,888
SSE2	\$113,349	\$116,409
SSE3	\$116,785	\$119,938
SSE4	\$120,260	\$123,507
SSE5	\$123,734	\$127,075
SSE6	\$128,142	\$131,602
SSE7	\$131,703	\$135,259
SSE8	\$135,265	\$138,917

Principal Scientist and Principal Engineer

Step	From 20 January 2025	From 19 January 2026
PSE1	\$139,716	\$143,488
PSE2	\$143,277	\$147,146
PSE3	\$146,842	\$150,807
PSE4	\$150,421	\$154,482

Senior Principal Scientist and Senior Principal Engineer

Salary Range	From 20 January 2025	From 19 January 2026
Minimum	\$157,721	\$161,980
	\$163,284	\$167,693
	\$168,316	\$172,861
	\$173,433	\$178,116
	\$178,537	\$183,358
	\$183,658	\$188,617
	\$188,796	\$193,894
Maximum	\$194,288	\$199,534

4.3 ELI

Teacher

Step	From 20 January 2025	From 19 January 2026
T1	\$77,123	\$79,205
T2	\$79,525	\$81,672
T3	\$81,924	\$84,136
T4	\$84,324	\$86,601
T5	\$86,727	\$89,069
T6	\$89,126	\$91,532
T7	\$91,528	\$93,999
T8	\$93,929	\$96,465

Senior Teacher

Step	From 20 January 2025	From 19 January 2026
ST1	\$96,330	\$98,931
ST2	\$98,730	\$101,396
ST3	\$101,136	\$103,867
ST4	\$103,538	\$106,334
ST5	\$105,944	\$108,804
ST6	\$108,350	\$111,275

*Progression to ST5 and ST6 will only occur as part of specific promotion criteria - refer Schedule 3.

4.4 ASSISTANT LECTURERS

Step	From 20 January 2025	From 19 January 2026
1	\$75,259	\$77,291
2	\$78,114	\$80,223
3	\$80,969	\$83,155

4.5 Variable Supplementary Payments

4.5.1 The Employer may award to individual employees in the grades of Professor, Associate Professor/Reader, Senior Lecturer, Lecturer, including staff appointed to the Employers Teaching Intensive Academic Career Pathway, a non-superable (except in relation to KiwiSaver in which case the payment will be 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.

4.5.2 The above supplements shall be payable for the following periods:

- (a) in respect of 4.5.1(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 4.5.1(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 4.5.1(c) for the period during which the employee continues to assume the special responsibilities.

4.5.3 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.

5. APPOINTMENTS

5.1 Fixed term appointments of academic staff on the University's Principal Academic Career Pathway 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.

5.2 Head of School appointments shall ordinarily be for a period of up to five years' duration although the term of appointment may be extended with the agreement of the employee and the Provost. All employees, including those employed on a fixed term basis, will be appointed to either full-time or fractional positions as Senior Lecturers, Readers/Associate Professors or Professors.

6. 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 Management Training and Support for Heads of School

The employer will provide adequate support and training as necessary for Heads of School to carry out their duties. It is expected that employees will participate in such training.

6.4 Performance Development and Career Planning and Mentoring

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

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

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

6.4.4 For Heads of School, new employees are entitled to an agreed mentor for a period of up to three years.

6.5 Workloads

Workloads will be allocated according to the Staff Workload Policy.

6.6 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.

6.7 Teaching Intensive Academic Career Pathway

Employees employed under the University's Teaching Intensive Academic Career Pathway are entitled to access up to 6 weeks (or pro-rata for less than 1.0 FTE) of professional development in each year of appointment. It is anticipated that this would be used for independent scholarly activity required to be fully abreast of the latest developments in the employee's field and for participating in seminars and conferences in the employee's academic area. This time, as agreed with the employee's manager as part of the employee's PDCP process, may also be used for activities to gain Higher Education teaching accreditation qualifications, developing educational leadership capability, refreshing role-relevant technical skills, accessing support for teaching fellowship applications, support for teaching award and grant applications, and working on teaching innovations or other related projects.

Where approved by the relevant School committee this leave can be used to attend a conference in New Zealand or overseas. The Academic Leave - Schedule of Allowances detailed in Schedule 4 of this agreement will apply where such conference attendance is approved.

A Performance Plan in accordance with the University's Performance Development and Career Planning ("PDCP") Process will be developed by the employee and their Manager. There is a mutual obligation to ensure that the Performance Plan is put in place. The employee's objectives will be taken into account in the allocation of their teaching workload and the employee's performance will be measured in accordance with this Performance Plan. This Performance Plan prioritises the important annual organisational and personal development objectives the employee needs to achieve, and will be reviewed at least once a year in the context of the employee's performance, organisational objectives and career development.

7. LEAVE

7.1 Annual Leave

The parties acknowledge the importance of adequate rest and recreation and the need for all employees to have appropriate periods of annual leave to achieve this. The key principle is all employees are given the opportunity and should aim to use their full annual leave entitlement each year.

Where required, employees will provide their manager with an annual leave plan and

managers may, after consultation, direct an employee to use any unused annual leave entitlement in accordance with the Holidays Act.

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 or Director (as appropriate), or in the case of a Head of School to their Dean, 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 Act 2001) 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 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

- 7.5.1 The policy on research and study leave and conference leave, as set out in Schedule 4 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.

Heads of School

- 7.5.2 Applications for academic leave must be discussed prior to submission, and preferably at the earliest opportunity, with the relevant Dean. In determining whether or not to give final approval to an application for academic leave, the Dean will take into consideration the operational needs of the relevant school, including the availability of a suitable temporary replacement to act as Head of School during the period of leave.
- 7.5.3 The Head of School Allowance will not be paid for the period that a Head of School is on academic leave, where that academic leave is more than one month.

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 and any amending or substituting Acts ('the Parental Leave Act').

7.6.2 The employer may at its discretion grant parental leave to employees who are not eligible for parental leave under the Parental Leave Act.

In this section, the use of the term 'adoption' includes formal adoption, whangai, tama fai, and other situations where the employee or their partner is taking on permanent primary responsibility for the care, development, and upbringing of a child who is under the age of 6 years.

7.6.3 This agreement provides for the following types of parental leave:

Extended Parental Leave.

Where the employee meets the eligibility requirements in the Parental Leave Act extended parental leave of up to 52 weeks is available to an employee. This leave shall include the ten weeks University paid parental leave as provided for below.

If the employee is entitled to extended parental leave under the Parental Leave Act the maximum period of extended parental leave may be either taken by the employee exclusively or shared between the employee and their partner under the sharing provisions as described in the Parental Leave Act.

Government Parental Leave Payment

If an employee is the primary carer, they may be entitled to the Government parental leave payment if they meet the eligibility criteria under the Parental Leave Act. They may transfer some or all of their entitlement to their partner (if they meet the relevant criteria under the Parental Leave Act). The employee is responsible for applying for Government parental leave payments separately (in addition to applying for parental leave from the University.)

Special Leave

An employee who is pregnant may, before taking primary carer 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 unpaid 2 week period of parental partner 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.

University Paid Parental leave

The employee is entitled to 10 weeks of their parental leave to be University paid parental leave if they qualify for parental leave in accordance with 1 or 2 above. However, if the term of the employee's employment agreement is for less than 12 months then the employee shall only be entitled to three weeks University paid parental leave (the employee must still qualify for parental leave in accordance with 1 or 2 above). University 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 10 weeks, (or 3 weeks where relevant), University paid parental leave shall be provided, which may be shared between them. University paid parental leave may be taken by any eligible employee following the birth or adoption of a child.

7.6.4 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.

7.6.5 Payment of annual leave on return from parental leave will be calculated based on the employee's normal rate of pay and hours of work at that time.

7.6.6 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 request 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) a further period of leave (without pay) for up to 12 months until the employee's previous position or a similar position becomes available; or
 - (b) where the extended period of further 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.

7.6.7 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

7.7.1 "Retirement" means retiring from the full-time or part-time permanent workforce with the intention of not re-entering the paid workforce except on a casual or short-term basis.

7.7.2 Eligible employees who retire under clause 7.7 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

7.7.3 For employees in the Ferrier Institute and the Robinson Institute service for the purposes of retirement leave entitlement and calculation is from 6 January 2014 or the date of commencement with the employer, whichever is the later.

7.7.4 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.

7.7.5 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 Family Violence Leave

7.8.1 In this clause, family violence has the same meaning as that term is defined in the Family Violence Act 2018. The Employer recognises that Employees sometimes experience family violence in their personal life that may affect their attendance, performance and/or safety at work. The Employer is committed to supporting Employees who experience family violence.

7.8.2 The Employer will, on request, grant an Employee experiencing family violence up to 10 days paid leave each year on such terms and conditions as are appropriate. For Heads of School, the Employer will, on request grant an Employee experiencing family violence paid special leave on such terms and conditions as are appropriate. Examples of reasons for requesting such leave include the employee attending medical appointments, legal proceedings and counselling sessions.

7.8.3 The Employee will, if requested, provide the Employer with relevant documents that support any claim for leave under this provision. Such documents may include a document issued by the Police, a Court, a doctor or other medical professional, a family violence support service or a lawyer. This documentation may be provided retrospectively. The Employer will maintain strict confidentiality over any such documents, where access will be limited to the Employee's manager and relevant Human Resources staff.

7.8.4 Leave and any other support specified under this provision is provided for under the

relevant provisions of the Employment Relations Act 2000, the Holidays Act 2003 and the Human Rights Act 1993 and is inclusive of the leave entitlements provided under that legislation and any other legislative provisions dealing with leave for family violence.

7.9 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 (or Dean for Heads of School) and in other cases by the relevant Dean or Director.

7.10 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.

7.11 Bereavement/Tangihanga Leave

7.11.1 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.

In accordance with the Holidays Act 2003, special bereavement leave on full pay is also available in relation to miscarriages or still birth.

7.11.2 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.

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

- 7.11.4 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. ATTENDANCE AT THE UNIVERSITY AND FLEXIBLE WORKING

- 8.1 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. Outside of an employee's regular notified work pattern where the employee is not present at the University during the normal operating hours of their school they will notify their absence to an appropriate person in their school office so that they can be contacted.
- 8.2 Because of the nature of the work, employees in the Ferrier and Robinson Institutes are required to be at work for all contracted research hours and between the core hours of 9.30am and 3.30pm, unless otherwise agreed.
- 8.3 Heads of School shall be in attendance at the University for such time and at such hours as are reasonably required to fulfil their duties as Heads of School.
- 8.4 The employer will give genuine consideration to any request for flexible work by an employee, whether the request is made under Part 6AA of the Employment Relations Act 2000 or otherwise.

9. INTELLECTUAL PROPERTY

- 9.1 The employer's Intellectual Property Policy will apply.
- 9.2 Staff members own the Copyright of any scholarly or academic work they author, including lecture notes, research materials and the drafts or published results of research. This includes 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.
- 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 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:
- i. the work does not interfere with their University teaching, research and administrative responsibilities (or their responsibilities as Head of School, if applicable); and
 - ii. 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. For Heads of School,

details of the planned private work must be notified to the relevant Dean prior to the commencement of the work.

10.2 The following items do not constitute private work:

- i. where an employee provides information or gives a reaction or an interview to the media, on an ad hoc basis and upon request;
- ii. 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;
- iii. 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;
- iv. 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;
- v. where an employee is engaged by another organisation to provide assessing or examining duties; and
- vi. 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 (or Dean for Heads of School) and is paid for in full, either as a charge for each service or an otherwise directed by the Head of School (or Dean for Heads 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. EMPLOYEE NOT TO BIND EMPLOYER

Except for the delegated duties specified in Schedule 1, 1A or 1B (as applicable), 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. 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, 1A or 1B until the employment is terminated, or the employee retires or resigns.

12.2 Except for Assistant Lecturers, Senior Tutors and ELI 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 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 Teachers and Senior Teachers and those employed for a term of one year or more; and
 - one month for ELI Teachers and Senior Teachers employed for a term of less than one year.
- 12.4 Assistant Lecturers and Senior Tutors may terminate their employment upon one month's notice in writing, or upon some other mutually acceptable period of notice.
- 12.5 For Heads of School, in the case of an employee on Research and Study Leave, only three months of Research and Study Leave may be counted as notice unless the employee gives the employer no less than 9 months notice.
- 12.6 Unless another period of notice is expressed in this Agreement to apply, or the Employer is entitled to dismiss the Employee summarily, the employer may terminate an employee's employment with the equivalent notice periods specified in 12.2, 12.3 and 12.4.
- 12.7 The employer may elect to pay any employee in lieu of some or all of the notice periods referred to in this clause.
- 12.8 Nothing in this section shall prevent the employer from dismissing an employee for serious misconduct with lesser notice or with no notice.
- 12.9 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.
- 12.10 Any disciplinary action undertaken by the employer will be in accordance with the procedures outlined in Schedule 6.

13. REDUNDANCY

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

Heads of School

- 13.2 In the event that the employee's position as Head of School is disestablished, the employee will revert back to their position as Senior Lecturer, Reader/Associate Professor or Professor.
- 13.3 Clauses 1 to 4 inclusive and 15 of Schedule 7 will apply. A compensation payment will be made which is equivalent to two months of the employee's Head of School allowance.
- 13.4 The employer shall make all attempts to find suitable alternative work as a Head of School for any employee affected. In the event that an employee is redeployed into another position as Head of School, no redundancy compensation will be payable, but the level of the allowance paid for the new position will be no less than the current allowance paid for the disestablished position, until the next scheduled annual review or for a period of two months, whichever is the greater.
- 13.5 In the event that a redundancy situation arises in respect of the employee's position as Senior Lecturer, Reader/Associate Professor or Professor, during

their term as Head of School, the employer will follow the process set out in Schedule 7.

14. REFUND OF APPOINTMENT EXPENSES

- 14.1 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.
- 14.2 Where, because of the operation of clause 14.1, an employee owes money to the employer, the employer (subject to 14.3) shall have consent (pursuant to section 5 of the Wages Protection Act 1983) to deduct this money from wages payable to the employee.
- 14.3 Before deducting money under 14.2, the employer shall make reasonable efforts to reach agreement with the employee on a reasonable repayment schedule.

15. HEALTH AND SAFETY

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

16. TRAVELLING EXPENSES

- 16.1 Where such travel has the prior approval of the Head of School (or Dean for Heads 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.
- 16.2 Where such travel has the prior approval of the Head of School (or Dean for Heads 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.
- 16.3 16.1 and 16.2 above shall not apply to staff on approved Academic Leave.

17. 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.

PART TWO

EMPLOYMENT TERMS AND CONDITIONS APPLICABLE ONLY TO SENIOR TUTORS

- 1. Remuneration**
- 2. Hours of Work**
- 3. Personal Development and Training**
- 4. Leave**
- 5. Ending Employment**
- 6. Conflict of Interest**
- 7. Copyright, Intellectual Property and Invention**
- 8. Delegated Authority and Indemnity**
- 9. Confidentiality**
- 10. Security**
- 11. Other Provisions from Part One
Health and Safety
Travelling Expenses
Conditions, Policies and Practice**

EXCLUSIONS

The following Schedules to this agreement will not apply to the employees identified in Part Two:

- Schedule 1 Schedule of Duties - Principal Academic Career Pathway
- Schedule 1A Schedule of Duties - Teaching Intensive Career Pathway
- Schedule 1B Schedule of Dutes – Heads of School
- Schedule 2 – Head of School Allowance
- Schedule 3 Promotions Criteria - Principal Academic Career Pathway
- Schedule 3A Promotions Criteria – Heads of School
- Schedule 3B Promotions Criteria – Research
- Schedule 4 Academic Leave
- Schedule 5 ELI Teachers and Senior Teachers
- Schedule 7 Change Management

1. REMUNERATION

From 20 January 2025 \$67,230 with a range to \$76,159 per annum

From 19 January 2026 \$69,045 with a range to \$78,215 per annum

Employees who are not already entitled to step increases of \$1000 (gross) or more, will receive an automatic \$1000 (gross) increase to base salary.

For employees who are near the top of their band, any such payment will be by way of a salary increase up to the top of their band and a one off payment for the remainder of the \$1,000 (gross). Similarly, for employees who are at the top of their band, this will be a one off payment of \$1,000 (gross).

This will be effective from 19 January 2026. From 2027 this will be paid as soon as possible at the start of the year but no later than 31 January.

2. HOURS OF WORK

Hours of work are 37.5 hours per week between the hours of 8.00 a.m. and 10.00 p.m. Monday to Friday.

3. PERSONAL DEVELOPMENT AND TRAINING

Employees are expected to be actively involved in self-development and to keep abreast of current trends in their area of expertise. Where deemed appropriate by the Head of School, paid attendance at relevant courses may be facilitated.

4. LEAVE

The following leave provisions from Part One will apply:

- 7.1 Annual Leave
- 7.2 Public Holidays
- 7.3 University Holidays
- 7.4 Sick Leave
- 7.6 Parental leave
- 7.8 Family Violence leave
- 7.9 Special leave
- 7.11 Bereavement/Tangihanga Leave

5. ENDING EMPLOYMENT

5.1 Resignation - Termination

The provisions of Part One Clause 12 will apply.

5.2 Incapacity

If, as a result of mental or physical illness, employees are incapable of carrying out their employment duties and obligations, the employer may terminate the employment. In that event, such notice will be given as is deemed appropriate in

the circumstances, which will normally be four weeks.

Before any decision is made to terminate employment for incapacity, employees will undergo a medical examination by a registered medical practitioner, nominated by the Head of School, to obtain an independent medical report. This will be paid for by the employer. As far as practical, the Head of School will take into account the employee's wishes regarding a preferred medical practitioner.

5.3 Early Termination

- 5.3.1 The employer reserves the right to terminate an employee's employment early on the grounds of their becoming superfluous to the needs of the University, due to the unavailability of work, or insufficient work in the role for which they are employed.
- 5.3.2 In the event of such early termination of permanent employees, they will receive four weeks' notice or payment in lieu. They will also be entitled to compensation of 8% of gross base salary for continuous service of one year or less, and 4% of gross base salary for each subsequent year, to a maximum of 26 weeks' salary.
- 5.3.3 In the event of such early termination of fixed term employees, they will receive four weeks' notice or payment in lieu. They will also be entitled to compensation based on 7.7% of gross base salary for the unworked portion of their fixed term.
- 5.3.4 No compensation will be paid if the University offers employees continued employment at a similar status and level of remuneration, and which utilises similar skills and abilities, to their current position.

5.4 Employee Protection Provision

- 5.4.1 Where the University is proposing a restructuring (as defined by section 690I of the Employment Relations Act 2000) that would, if it occurs, involve the transfer to another employer of the work performed by an 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.
- 5.4.2 No redundancy will arise by reason of the sale or transfer of the whole or part of the University, where the person acquiring the business offers the employee employment at the same location, in the same capacity or in a capacity the employee accepts, on the same or no less favourable conditions of employment, and agrees to treat the employee's service as continuous.

5.5 Consequences of Termination

- 5.5.1 Upon termination of employment, for whatever reason and whether or not the employee disputes the termination, they will immediately give to their Head of School all correspondence, documents, reports, papers and any other material or property belonging to the employer.

6. CONFLICT OF INTEREST

- 6.1 The employee must obtain the employer's written approval before entering into any activity which might conflict with their work responsibilities or the interests of the employer.

7. COPYRIGHT, INTELLECTUAL PROPERTY AND INVENTION

- 7.1 The employer's policy on Intellectual Property will apply.
- 7.2 Staff members own the Copyright of any scholarly or academic work they author, including lecture notes, research materials and the drafts or published results of research. This includes 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.

8. DELEGATED AUTHORITY AND INDEMNITY

- 8.1 Unless the employee has the authority delegated to them in either their role description or by a separate written delegation, they shall not at any time enter into any contract that purports to bind the University without the written authority of their Head of School. The University will not be bound by any contract entered into by the employee without authority.
- 8.2 The employer will indemnify the employee against all liabilities, losses, and expenses incurred by the employee as a consequence of undertaking their duties.
- 8.3 No indemnification will be provided if the employee has acted or given advice in a dishonest, fraudulent, criminal or malicious manner.

9. CONFIDENTIALITY

Except in the proper performance of their duties, the employee must not disclose (directly or indirectly) any confidential information or knowledge regarding students or employees of the University, or the affairs or finances of the University, its employees or its clients. This requirement continues after the employee ceases working for the University.

10. SECURITY

Security of information, property and records is a fundamental part of the way the University undertakes its business. The employee must ensure that property and records in their control are kept secure on the premises and are not removed unless required to do work on behalf of the University.

11. OTHER PROVISIONS FROM PART ONE

The following provisions from Part One will also apply:

Clause 15 Health and Safety - Provided however only staff employed on a permanent employment agreement will be eligible for Hearing and Eye Tests.

Clause 16 Travelling Expenses

Clause 17 Conditions, Policies and Practice

PART THREE

EMPLOYMENT TERMS AND CONDITIONS APPLICABLE ONLY TO TEACHING SUPPORT ROLES AND RESEARCH ASSISTANTS/RESEARCH FELLOWS EMPLOYED FOR LESS THAN 12 MONTHS (AS DETAILED IN PART THREE OF THE COVERAGE PROVISIONS).

(Tutors, Writ Tutors, Sessional Assistants, Teaching Assistants, Demonstrators, Markers, Research Assistants/Research Fellows employed for less than 12 months)

Exclusions

The following Schedules to this agreement will not apply to the employees identified in Part Three:

- Schedule 1 Schedule of Duties - Principal Academic Career Pathway
- Schedule 1A Schedule of Duties - Teaching Intensive Career Pathway
- Schedule 1B Schedule of Dutes – Heads of School
- Schedule 2 – Head of School Allowance
- Schedule 3 Promotions Criteria - Principal Academic Career Pathway
- Schedule 3A Promotions Criteria – Heads of School
- Schedule 3B Promotions Criteria – Research
- Schedule 4 References to Research and Study Leave
- Schedule 5 ELI Teachers and Senior Teachers
- Schedule 6 Discipline and Dismissal Procedures
- Schedule 7 Change Management
- Schedule 8 Health and Safety

1. **Remuneration**
Minimum Hourly Rates
Lead Tutor
Allocation of Hours

2. **Training**

3. **Leave**

4. **Ending Employment**

5. **Change Management**

6. **Copyright and Intellectual Property**

7. **Health and Safety**

8. **Delegated Authority**

9. **Confidentiality**

10. **Security**

1. REMUNERATION

The Guidelines on Appointment of Tutors and other Teaching and Research Support Staff shall be read in conjunction with this Collective Agreement to determine the remuneration and allocation of hours for each employee.

From the commencement of 2025 Trimester 1

Step 1	\$27.90ph
Step 2	\$28.90ph
Step 3	\$29.90ph
Step 4	\$30.90ph

tep

From 19 January 2026

Step	Hourly	Per annum
1	\$29.00	\$56,550
2	\$29.70	\$57,915
3	\$30.70	\$59,865
4	\$31.70	\$61,815

When determining the hourly rate relevant individual qualifications, relevant experience, recognition of cultural skills such as Tikanga Maori and Te Reo Maori where the requirement of the role demands the use of such skills, and any additional duties shall be taken into account.

Salaries are based on full time employment of 1950 ordinary hours each year.

The following is an indicative model to be considered when determining the remuneration of staff.

From the commencement of 2025 Trimester 1

	Undergraduate	Post-Graduate
Step 1	Entry Level	
Step 2	Intermediate Level 2-4 Trimesters Experience	Entry Level
Step 3	Experienced 5 or more Trimesters experience	Intermediate Level 2-4 Trimesters Experience
Step 4		Experienced 5 or more Trimesters experience

However, rates for Research Assistants are set out in clause 3.2 of Part 5 of this collective agreement.

LEAD TUTOR

An employee appointed as a Lead Tutor, expected to provide guidance to other staff appointed as a Tutor and provide administration support for the day to day running of a course, will be paid an allowance of \$1.03 per hour in addition to their hourly rate.

ALLOCATION OF HOURS

Employees shall be entitled to be paid for all hours that they are required to work.

Allocation of hours shall include preparation time, delivery, student consultation, meetings, marking and other duties, as applicable.

2. TRAINING

2.1 The employer will provide the opportunity for a three hour paid orientation programme to new employees (excluding Sessional Assistants and Research Assistants). New employees will be expected to participate in this programme and this training. New employees are defined for the purposes of this clause as employees who have not been employed as a Tutor in any school in the preceding two years or who have no previous teacher training.

In addition to the above detailed orientation programme tutors who are required to mark assignments and have not marked previously will be entitled to two hours training to prepare for their marking responsibilities.

2.2 The employer may at its discretion provide additional training development opportunities to employees with or without pay.

2.3 If the employee is required by their manager to attend a training course/ programme, the employee shall be paid for their attendance.

3 LEAVE

3.1 ANNUAL LEAVE

In accordance with the Holidays Act 2003, employees are entitled to four weeks annual leave, calculated pro rata where the period of employment is less than 12 months.

Provided however, and consistent with the Holidays Act, employees may instead of four weeks annual leave be paid 8% holiday pay concurrently with their pay. This will be identified separately on the employee's payslip.

Any annual leave taken will be paid in the pay that relates to the period during which the leave is taken.

3.2 PUBLIC HOLIDAYS

3.2.1 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 that day would otherwise be a normal 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.

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

3.3 SICK LEAVE

3.3.1 Employees are entitled to sick leave on pay at the appropriate rate for up to 5 days per annum from the date of employment. Provided however, where the employee has an employment agreement for more than 6 months current continuous employment, their entitlement will be for 10 days sick leave, paid at the appropriate rate, from the date of employment.

3.3.2 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.

3.3.3 The employee should notify absence due to illness to their manager whenever possible at least one hour before usual start time. The employer is entitled to require a medical certificate in accordance with the Holidays Act 2003.

3.4 BEREAVEMENT LEAVE

3.4.1 Employees are entitled to 3 days' bereavement leave on pay at the

appropriate rate on the death of their spouse, parent, child, brother, sister, grandparent, grandchild or spouse's parent.

- 3.4.2 Employees are entitled to 1 day's bereavement leave on pay at the appropriate rate on the death of any other person if the employer accepts that the employee has suffered a bereavement.
- 3.4.3 In accordance with the Holidays Act 2003, special bereavement leave on full pay is also available in relation to miscarriages or still birth.
- 3.4.4 Clauses 3.4.1, 3.4.2 and 3.4.3 apply from the date of employment.

3.5 SPECIAL LEAVE

The employer may grant an employee leave with or without pay on such terms and conditions as the employer may deem fit.

3.6 PARENTAL LEAVE

Parental leave shall be in accordance with the Parental Leave and Employment Protection Act 1987 and the Parental Leave and Employment Protection Act (Paid Parental Leave) Amendment Act 2002.

4 ENDING EMPLOYMENT

4.1 NOTICE OF TERMINATION

- 4.1.1 Notice of termination of employment shall be two weeks by either the employer or employee but this may be reduced by mutual agreement. This shall not prevent the employer from summarily dismissing an employee for serious misconduct.
- 4.1.2 Insufficient student numbers in the relevant course may cause the early termination of employment. In this case, the employee will receive two weeks' pay in lieu of notice.
- 4.1.3 Each employee upon termination shall on request be provided within a reasonable period with a certificate of service.

4.2 ABANDONMENT OF EMPLOYMENT

- 4.2.1 When an employee is absent from work for three consecutive working days without notification to the employer, the employee shall be deemed to have terminated his/her employment. Where an employee was unable through no fault of that employee to notify the employer, they shall not be deemed to have abandoned employment.

4.3 MISCONDUCT/ POOR PERFORMANCE

The employer's policy on staff conduct will apply.

5 CHANGE MANAGEMENT

- 5.1 The employer recognises the obligation to give protection to employees where the whole or part of the University's business is contracted out,

transferred or sold.

Where the employer is proposing a restructuring (as defined by section 69OI of the Employment Relations Act 2000), the employer will endeavour to ensure the affected employees are not disadvantaged by:

- a) Informing the union prior to any decision being made;
- b) Conducting a feasibility study determining the advantages and disadvantages in relation to costs and other benefits which could result from the proposal;
- c) Consulting with the union to discuss the proposal and any alternative proposals. The parties agree that such consultation will be carried out in a timely manner.

- 5.2 In the event that a restructuring (as defined in clause B.5.1) occurs, which involves the transfer to another employer of the work performed by employees, the employer will negotiate with the other employer (the transferee) about options that may exist for employees to transfer employment to the transferee. The negotiations will include discussions on the possible terms of employment the transferee may consider offering to employees. The employer will endeavour to ensure employees covered by this Agreement are offered employment on no less favourable terms and conditions with the transferee.

6 COPYRIGHT AND INTELLECTUAL PROPERTY

- 6.1 The employer's Intellectual Property Policy will apply.
- 6.2 Staff members own the Copyright of any scholarly or academic work they author, including lecture notes, research materials and the drafts or published results of research. This includes 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.

7. HEALTH AND SAFETY

The employer shall encourage safe work practices and conform with safety requirements. For employees using computers the Worksafe Code of Practice for computers shall apply.

The employer shall provide good and safe working conditions and adequate spaces and resources to enable employees to meet with students, prepare tutorials and mark assessments.

The employee must:

- take all practical steps to ensure the workplace is safe;
- in conjunction with their Head of School, act on advice and suggestions about how to make the workplace a safer and more healthy place; and
- know, follow and encourage compliance with any Health and Safety policies and procedures.

8. DELEGATED AUTHORITY

Unless the employee has the authority delegated to them in either their role description or by a separate written delegation, they shall not at any time enter into any contract that purports to bind the University without the written authority of their Head of School. The University will not be bound by any contract entered into by the employee without authority.

9. CONFIDENTIALITY

Except in the proper performance of their duties, the employee must not disclose (directly or indirectly) any confidential information or knowledge regarding students or employees of the University, or the affairs or finances of the University, its employees or its clients. This requirement continues after the employee ceases working for the University.

10. SECURITY

Security of information, property and records is a fundamental part of the way the University undertakes its business. The employee must ensure that property and records in their control are kept secure on the premises and are not removed unless required to do work on behalf of the University.

PART FOUR

EMPLOYMENT TERMS AND CONDITIONS APPLICABLE ONLY TO TEACHING FELLOWS

Exclusions

The following Schedules to this agreement will not apply to the employees identified in Part Four:

- Schedule 1 Schedule of Duties - Principal Academic Career Pathway
- Schedule 1A Schedule of Duties - Teaching Intensive Career Pathway
- Schedule 1B Schedule of Duties – Heads of School
- Schedule 2 – Head of School Allowance
- Schedule 3 Promotions Criteria - Principal Academic Career Pathway
- Schedule 3A – Promotions Criteria – Heads of School
- Schedule 3B – Promotions Criteria – Research
- Schedule 4 References to Research and Study Leave
- Schedule 5 ELI Teachers and Senior Teachers
- Schedule 6 Discipline and Dismissal Procedures
- Schedule 7 Change Management
- Schedule 8 Health and Safety

The terms and conditions detailed in any letter of appointment for a Teaching Fellow are to be read in conjunction with this employment agreement.

- 1. Fixed Term Employment**
- 2. Hours of Work**
- 3. Remuneration**
- 4. Holidays and Leave**
- 5. Ending Employment**
- 6. Other General Terms and Conditions**

1. FIXED TERM EMPLOYMENT

Teaching Fellows are fixed term appointments.

Employment will commence on the date specified in the Letter of Offer of employment and will end on the expiry date specified in that letter unless agreed otherwise, or is terminated pursuant to other provisions of this Agreement and/or any Letter of Offer of Employment.

2. HOURS OF WORK

Your normal hours of work will be detailed in your Letter of Offer.

3. REMUNERATION

The minimum annual salary for a Teaching Fellow working as a fulltime employee from 20 January 2025 is \$75,259.

The minimum annual salary for a Teaching Fellow working as a fulltime employee from 19 January 2026 is \$77,291.

Your remuneration details are set out in your Letter of Offer.

Your remuneration will be paid fortnightly in arrears by direct credit to a New Zealand bank account of your choice.

Where time off is unpaid, including if you are absent from work without justification or otherwise in default, the University may make the appropriate adjustment to your remuneration. Where this occurs, you will be notified of the proposed deduction and the reason for it.

4. HOLIDAYS AND LEAVE

The Holidays Act 2003 and other relevant legislation and regulations apply.

You can obtain further information about your entitlements under the Holidays Act 2003 from the Ministry of Business, Innovation and Employment at <https://www.employment.govt.nz/leave-and-holidays/>

The provisions relating to Annual, Sick and Bereavement Leave are inclusive of the respective leave entitlements specified in the Holidays Act 2003.

4.1 Annual Leave

Your entitlement to annual leave under the Holidays Act is set out in your Letter of Offer.

4.2 Public Holidays

Working on a Public Holiday requires the prior approval of your Head of School.

If you work on any part of a public holiday, you will be paid at least the portion of your 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 you would normally work, you will also receive an alternative holiday.

4.3 Sick Leave

After completing three months continuous employment, you will be entitled to paid sick

leave in accordance with the Holidays Act 2003. You may be required to provide a medical certificate to support any sickness absence of three or more consecutive calendar days.

4.4 Bereavement Leave

After completing three months continuous employment you will be entitled to access paid bereavement leave in accordance with the Holidays Act 2003.

4.5 University Holidays

You are not entitled to university holidays.

4.6 Family Violence Leave

You are entitled to family violence leave in accordance with the Holidays Act 2003.

4.7 Special Leave

Upon application, you may be granted special leave with or without pay on whatever conditions you and the University agree at the time leave is granted.

5. ENDING EMPLOYMENT

Upon the ending of your employment, for whatever reason and whether or not you dispute the termination, you will immediately give to your Head of School all correspondence, documents, reports, papers and any other material or property belonging to the University.

5.1 Resignation

You must give two weeks written notice of resignation.

Your Head of School may agree to a lesser period of notice in the event of resignation.

In certain circumstances your Head of School may elect to pay notice in lieu of some or all of the notice period. Your Head of School can decide what period, if any, of the notice period you will be required to work.

If you are absent from work without notification to your Head of School for two days and have no satisfactory explanation for your failure to notify, the University is entitled to consider you as having resigned without notice, and therefore in breach of your contractual obligations.

5.2 Misconduct and Poor Performance

In the event of misconduct, or any continued non-observance of any of the terms and conditions of your employment, or continued non-performance of your duties, the University may terminate your employment with notice. In such cases notice will be two weeks and the University may choose to make a payment to you in lieu of some or all of that notice.

In the event of serious misconduct, the University may terminate your employment without notice (summary dismissal). The University would only summarily dismiss you after considering your explanation of the matter of complaint.

5.3 Early Termination

While your employment is for a fixed term, the University reserves the right to terminate your employment early on the grounds of your role becoming superfluous to the needs of the University due to the unavailability of work

or insufficient work in the role for which you are employed. In such cases notice will be two weeks (the University may choose to make a payment to you in lieu of some or all of that notice) and no additional compensation will be payable.

5.4 Incapacity

If, as a result of ongoing illness or injury, you are incapable of carrying out the employment duties and obligations, the University may terminate employment. In that event you will be given such notice as is deemed appropriate in the circumstances, which will normally be two weeks.

Before any decision is made to terminate employment for incapacity you may be required to undergo a medical examination by a registered medical practitioner, nominated by your Head of School, to obtain an independent medical report. This will be paid for by the University. As far as practical your Head of School would take into account your wishes regarding a preferred medical practitioner.

5.5 Employee Protection Provision

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

No redundancy will arise by reason of the sale or transfer of the whole or part of the University, where the person acquiring the business offers the employee employment at the same location, in the same capacity or in a capacity the employee accepts, on the same or no less favourable conditions of employment and agrees to treat the employee's service as continuous.

6. OTHER GENERAL TERMS AND CONDITIONS

6.1 Training

You are expected to actively participate in any on or off the job training programmes organised by your Head of School.

6.2 Health and Safety

The University recognises the importance of ensuring a healthy and safe working environment.

You must:

- take all practical steps to ensure the workplace is safe;
- in conjunction with your Head of School, act on advice and suggestions about how the University can make the workplace a safer and more healthy place; and
- know, follow and encourage compliance with any Health and Safety policies and procedures.

6.3 Security

Security of information, property and records is a fundamental part of

the way the University undertakes its business. You must ensure that property and records in your control are kept secure on the premises and are not removed unless required to conduct business on behalf of the University.

6.4 Delegated Authority

Unless you have the authority delegated to you in either your role description or by a separate written delegation, you shall not at any time enter into any contract that purports to bind the University without the written authority of your Head of School. The University will not be bound by any contract entered into by you without authority.

6.5 Confidentiality

Except in the proper performance of your duties, you must not disclose (directly or indirectly) any confidential information or knowledge regarding students or employees of the University, or the affairs or finances of the University, its employees or its students. This requirement continues after you cease working for the University.

6.6 Conflict of Interest

You must obtain your Head of School's written approval before entering into any activity which might conflict with your work responsibilities or the interests of the University.

6.7 Copyright, Intellectual Property and Invention.

The University's policy on Intellectual Property will apply.

Staff members own the Copyright of any scholarly or academic work they author, including lecture notes, research materials and the drafts or published results of research. This includes 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.

6.8 Indemnity

The University will indemnify you against all liabilities, losses, and expenses incurred by you as a consequence of you undertaking your duties under this Agreement.

However, no indemnification will be provided if you have acted or given advice in a dishonest, fraudulent, criminal or malicious manner.

6.9 Work Expenses

The University will reimburse prior approved work expenses on an actual and reasonable basis. Receipts are required as part of the verification process.

PART FIVE

EMPLOYMENT TERMS AND CONDITIONS APPLICABLE ONLY TO RESEARCH STAFF EMPLOYED FOR 12 MONTHS OR MORE

NOTE: Research Assistants/Research Fellows employed on a fixed term basis for less than 12 months are covered by Part Three of this Agreement.

- 1. Conditions of Employment**
- 2. Nature of Employment Relationship**
- 3. Remuneration**
- 4. School/Unit Membership and Duties**
- 5. Professorial Appointments**
- 6. Working Hours**
- 7. Leave**
- 8. Conference Leave**
- 9. Other Expenses**
- 10. Intellectual Property**
- 11. Training and Career Development**
- 12. Disciplinary**
- 13. Notice**

EXCLUSIONS

Staff employed on a fixed term basis for a duration of less than one year, other than staff who have been continuously employed by the employer for more than one year through one or more fixed terms contracts.

The following Schedules to this agreement will not apply to the employees identified in Part Five:

- Schedule 1 Schedule of Duties – Principal Academic Career Pathway
- Schedule 1A Schedule of Duties – Teaching Intensive Career Pathway
- Schedule 1B Schedule of Duties – Heads of School
- Schedule 2 – Head of School Allowance
- Schedule 3 Promotions Criteria – Principal Academic Career Pathway
- Schedule 3A Promotions Criteria – Heads of School
- Schedule 4 Academic Leave
- Schedule 5 ELI Teachers and Senior Teachers

1. CONDITIONS OF EMPLOYMENT

1.1 Staff bound by this Agreement directly following one or more periods of short-

term employment as a Research Fellow or Research Assistant shall have their previous service credited for all relevant entitlements.

- 1.2 Any reference to conditions on the HR Toolkit or to current conditions or practice shall be a reference to the conditions applying on the date this Agreement was signed.

2. NATURE OF THE EMPLOYMENT RELATIONSHIP

2.1 The employer will:

- i. Act as a good employer as defined in Section 597 of the Education and Training Act 2020;
- ii. Implement Equal Employment Opportunity policies. The provisions of Section 600 of the Education and Training Act 2020 shall apply; and
- iii. Continue to recognise the importance of the Treaty of Waitangi in all activities for which the University is responsible.
- iv. The employer shall preserve academic freedom as provided for under Section 267 of the Education and Training Act 2020. Should the Academic Freedom provisions of the Education and Training Act 2020, as existing at the beginning of the year 2021 be repealed, the employer will continue to honour those provisions.

2.2 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 opportunities for training in EEO for all interested staff, and monitor EEO aspects of processes involving staff appointments, promotion and career development.

2.3 The conditions of employment specified in this Agreement shall apply to fractional positions as well as full-time positions but shall be modified in salary, leave and other matters as appropriate for fractional appointments.

2.4 It is in the interests of the University and of individual research staff to establish a career structure for wholly research staff. Notwithstanding that most research staff will be employed in relation to short-term contracts or grants, it is the intention of the Vice-Chancellor to eventually be able to offer continuity of employment on a permanent basis to some research staff, subject to the requirements of merit-based appointment provided for in the Sections 603 and 604 of the Education and Training Act 2020.

3. REMUNERATION

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

3.2 All the salary rates detailed below are based on 1950 annual hours.

Research Assistant

Step	From 20 January 2025	From 19 January 2026
1	\$56,118	\$57,633
2	\$57,837	\$59,399
3	\$59,553	\$61,161

4	\$61,267	\$62,921
5	\$62,985	\$64,686
6	\$64,699	\$66,446
7	\$66,416	\$68,209
8	\$68,133	\$69,973
9	\$69,848	\$71,734
10	\$71,315	\$73,241
11	\$73,030	\$75,002
12	\$74,745	\$76,763
13	\$76,463	\$78,528
14	\$78,180	\$80,291
15	\$79,890	\$82,047

(For the following grades promotion bars are indicated by horizontal lines within grades and between grades)

Research Fellow

Step	From 20 January 2025	From 19 January 2026
RF1	\$89,326	\$91,738
RF2	\$91,899	\$94,380
RF3	\$94,477	\$97,028
RF4	\$97,047	\$99,667
RF5	\$99,622	\$102,312
RF6	\$102,194	\$104,953
RF7	\$104,771	\$107,600

Senior Research Fellow

Step	From 20 January 2025	From 19 January 2026
SRF1	\$109,920	\$112,888
SRF2	\$113,349	\$116,409
SRF3	\$116,785	\$119,938
SRF4	\$120,260	\$123,507
SRF5	\$123,734	\$127,075
SRF6	\$128,142	\$131,602
SRF7	\$131,703	\$135,259
SRF8	\$135,265	\$138,917

Associate Professor (Research)

Step	From 20 January 2025	From 19 January 2026
AP1	\$139,716	\$143,488
AP2	\$143,277	\$147,146
AP3	\$146,842	\$150,807
AP4	\$150,420	\$154,482

Professor (Research)

Steps	From 20 January 2025	From 19 January 2026
Step 1	\$157,721	\$161,980

Step 2	\$163,284	\$167,693
Step 3	\$168,316	\$172,861
Step 4	\$173,433	\$178,116
Step 5	\$178,537	\$183,358
Step 6	\$183,658	\$188,617
Step 7	\$188,796	\$193,894
Step 8	\$194,288	\$199,534

3.4 Research Assistant grade

Progression within this grade following appointment on a salary step is by way of annual incremental steps, provided that performance during the year has been found to be satisfactory.

3.5 Research Fellow grade

An appointment to this grade is by successful application to an advertised vacancy and subject to the requirements of merit-based appointment provided for in the Public Service Act 2020.

3.6 Progression for Research Fellows

Progression through the grades is either by incremental salary steps or promotion.

3.7 Progression via Promotion

Progression to the grades requiring a promotion application are:

- Research Fellow 7 to Senior Research Fellow 1
- Senior Research Fellow 4 to Senior Research Fellow 5
- Senior Research Fellow to Associate Professor (Research)
- Associate Professor (Research) 2 to Associate Professor (Research) 3
- Associate Professor Research to Professor (Research)
- Progression through the Professor (Research) steps

The TEU shall have the right to appoint an observer at all meetings of committees concerned with the consideration of promotion applications

3.8 Progression via Incremental Salary Steps

Progression via incremental salary steps are for all other progression steps (ie other than those required by promotion). This happens when performance criteria are met and performance during the year has been found to be satisfactory.

4. SCHOOL/UNIT MEMBERSHIP AND DUTIES

4.1 The employee is a member of either a school, institute, or centre ("a unit"). Each academic or organisational unit is administered by a Head of School or Director, 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 unit.

4.2 In undertaking the research for which they have been appointed, the employee shall be responsible to the Head of School, or Director, or to such other permanent member of the academic staff as has been designated by the University for that purpose. Ultimate responsibility is to the Vice-Chancellor through the Provost or Deputy Vice-Chancellor (Research).

- 4.3 The employee may be transferred by the Vice-Chancellor from membership of one school or unit to another without loss of rights but only if such transfers are compatible with the general subject area of their initial appointment and after consultation with the employee concerned.
- 4.4 Supervision of graduate students (that is not specifically related to the research project for which the employee is employed) and teaching shall be of limited extent and by agreement with the employee.

5. PROFESSORIAL APPOINTMENTS

- 5.1 Professors are members of schools or research institutes or centres and are responsible to the Vice-Chancellor. The University expects Professors to be available periodically to serve as Heads of Schools or Directors of research units and requires them to take on a leadership role when there is no other appropriate staff member available. The formal reporting line for Professors is to the relevant Head of School or Director. The formal reporting line for Professors serving as a Head of School is the relevant Dean. The formal reporting line for Professors serving as Director of a research unit is to the relevant Dean or the Deputy Vice-Chancellor (Research).
- 5.2 Professors are expected to be available for senior academic and administrative positions from time to time.
- 5.3 Professors (Research) have a particular responsibility for research and administration within their disciplines, and for ensuring that all resources available to the school or research unit contribute fully to the overall objectives of the University. They are also expected to ensure that the school or research unit 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.
- 5.4 Particularly in a large school or research unit, the Vice-Chancellor may approve a proposal for the appointment of a management committee which must include at least the Head of School or Director and other senior staff such as Professors. Ultimate managerial responsibility and authority lies with the Head of School or Director but formal delegation of authority may be established in appropriate areas.
- 5.5 Any Professor who disagrees with a policy adopted or a decision made by a Head of School or Director in a matter of importance is entitled to draw the matter to the attention of the Provost or Deputy Vice-Chancellor (Research) or other senior university officer if the disagreement cannot be resolved by the normal process of discussion within the school or research unit.
- 5.6 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.

6. WORKING HOURS

- 6.1 Working hours are normally flexible and will be arranged by the employee's manager in consultation with the employee to fit the nature of the work. Where an employee is not present at the University during their usual working hours at

their school/unit they will notify their absence to an appropriate person at their school/unit. The employer will give genuine consideration to any request for flexible work by an employee, whether the request is made under Part 6AA of the Employment Relations Act 2000 or otherwise.

7. LEAVE

The following leave provisions from Part One will apply:

- 7.1 Annual Leave
- 7.2 Public Holidays
- 7.3 University Holidays
- 7.4 Sick Leave
- 7.6 Parental leave
- 7.8 Family Violence leave
- 7.9 Special leave
- 7.10 Leave for Māori Land Court and Waitangi Tribunal Hearings
- 7.11 Bereavement/Tangihanga Leave

8. CONFERENCE LEAVE

- 8.1 Staff employed under the University's Research Intensive Academic career pathway have the opportunity to attend New Zealand and overseas conferences. The granting of such conference leave will be based on the relevant protocols as detailed in parts 3 (Overseas Conference Leave) and 6 (New Zealand Conference leave) of Schedule 4 of the Academic Staff collective employment agreement and any associated divisional processes. Research Intensive staff may also apply for a period of leave to support their professional development consistent with the criteria and priorities of the University and any objectives in the employee's Personal Development and Career Planning (PDCP). The timing and length of such leave is at the discretion of the University and would normally be relevant to, and in many instances be funded as part of, specific research projects and commercial work programmes.

9. OTHER EXPENSES

- 9.1 The employee shall normally be eligible for payments towards removal expenses on the same basis as other University academic staff. Applications for research contracts or grants for externally funded staff should make allowance for such expenses. Where the research contract or grant is externally funded, the amount of any contribution may depend upon the provision, if any, made in the research contract or grant for removal expenses.
- 9.2 Employees who for any reason do not complete the full term of their fixed term, or three years' service from the commencement date, whichever is the shorter, may be required to refund a proportion of their travel and establishment costs. This will be equivalent to the proportion of the fixed term which remains unserved or the proportion of the first three years which remains unserved, whichever is applicable.
- 9.3 For externally funded positions, the employer shall ensure that employees are provided with equipment, consumables, books and periodicals necessary to the research project.
- 9.4 For internally funded research staff the employer must be satisfied that the

reasonable expenses of the research can be met before an appointment is made. Internally funded research staff shall have access to sources of internal research funds on the same basis as other University academic staff.

- 9.5 Except as provided for in this Agreement, the employee shall be entitled to the benefits enjoyed by other University academic staff, in particular the arrangements that apply to fees for higher degrees and for attendance at University courses, such as staff orientation and CAD courses.

10. INTELLECTUAL PROPERTY

- 10.1 The employer's Intellectual Property Policy will apply.
- 10.2 Staff members own the Copyright of any scholarly or academic work they author, including lecture notes, research materials and the drafts or published results of research. This includes 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.
- 10.3 Other intellectual property (including that which may be subject to a patent) created in the course of the employment of research staff shall belong to the university. Income earned by the university from its intellectual property shall be shared with the employee/s who created the property according to a formula which provides both proper allowance for the relevant costs and overheads of the university and fair recognition to the creator of the property. Unless otherwise agreed between the employer and the employee the formula shall be that used for the distribution of income received from academic contract research.

11. TRAINING AND CAREER DEVELOPMENT

- 11.1 Training and career development opportunities shall be offered to employees on the same basis as to other staff. These should include training appropriate to the level of appointment, such as in research methods, and in written and verbal communication skills, and the opportunity to attend and participate at appropriate conferences.

12. DISCIPLINARY

- 12.1 An employee may be subject to disciplinary action by the employer in case of failure to meet the accepted standards of the University with regard to conduct, attendance and job performance. Disciplinary action shall be dealt with in accordance with Schedule 6 to this Agreement.

13. NOTICE

- 13.1 The employee's employment may be terminated by the employee or employer giving not less than three months' notice in writing to the other, or upon some other mutually acceptable period of notice. For fixed term employees, notice will be deemed to have been given at the time a finishing date is agreed except where the employee is dismissed for misconduct in which case notice of termination will be one month.

13.2 The employer may elect to pay the employee in lieu of some or all of the notice periods referred to in this clause.

SCHEDULE 1

SCHEDULE OF DUTIES- UNIVERSITY'S PRINCIPAL ACADEMIC CAREER PATHWAY

SCHOOL MEMBERSHIP AND DUTIES

- 1.1 Academic staff generally are members of schools or research institutes ("academic unit"). Each academic unit is administered by a Head of School, Director or other manager 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 academic unit. The term "academic unit" in these conditions shall mean the academic unit designated by the University as the one to which the appointee is appointed.
- 1.2 Academic staff have the right and are required to participate in the formulation of academic policy through their schools, institutes 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 and 1.5 below) to their University duties.
- 1.4 Eligible academic staff (see clause 1.0 General of this Agreement for academic staff that are ineligible) will be permitted by the Provost or Deputy Vice-Chancellor (Research), subject to the Provost's or Deputy Vice-Chancellor (Research's) 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 relevant Dean or Director.
- 1.5 Academic staff members appointed to fractional positions will be expected to undertake and pursue the full range of responsibilities in teaching and/or 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.
- 1.6 Academic staff members may be transferred by the Vice-Chancellor from membership of one academic unit 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.
- 1.7 The Vice-Chancellor, with the concurrence of Council, may from time to time, review and revise the University's policy for the administration of academic units 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 as appropriate in teaching and examining, research, and in the general work of their academic units to the Head of School, Director or other designated manager. Ultimate responsibility is to the Vice-Chancellor through the relevant Provost or Deputy Vice-Chancellor (Research).
- 2.2 Members of the academic staff have the right and are required to conduct research and engage in scholarship and research student supervision 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.
- 2.3 No academic staff member in the Ferrier Institute or Robinson Institute will be expected to undertake teaching as part of their normal duties, unless otherwise agreed.

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. The formal reporting line for Professors is to the relevant Head of School or Director. The formal reporting line of Professors serving as Heads of Schools is to the relevant Dean.
- 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 Dean and then Provost 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 1A

SCHEDULE OF DUTIES - UNIVERSITY'S TEACHING INTENSIVE ACADEMIC CAREER PATHWAY

SCHOOL MEMBERSHIP AND DUTIES

- 1.1 Staff on the Teaching Intensive Academic Career Pathway are members of schools ("academic unit"). Each academic unit is administered by a Head of School, Director or other manager 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 academic unit. The term "academic unit" in these conditions shall mean the academic unit designated by the University as the one to which the appointee is appointed.
- 1.2 Staff on the Teaching Intensive Academic Career Pathway have the right and are required to participate in the formulation of academic policy, with specific emphasis on the teaching and learning policy, through their schools and faculties and are expected to share as appropriate in the administrative procedures for implementing University policies.
- 1.3 Staff on the Teaching Intensive Academic Career Pathway are required to devote the whole of their time (modified as in 1.4 and 1.5 below) to their University duties and will be permitted by the Vice-Chancellor, subject to the Vice Chancellor's control and in accord with the then current University policy and regulations, to undertake a limited amount of professional and public service of benefit to their teaching. Approval of certain categories of professional or public service must be obtained in advance from the relevant Dean or Director.
- 1.4 Staff on the Teaching Intensive Academic Career Pathway may be transferred by the Vice-Chancellor from membership of one academic unit 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 employee concerned.
- 1.5 The Vice-Chancellor, with the concurrence of Council, may from time to time, review and revise the University's policy for the administration of academic units but only after due consultation with appropriate groups and persons. Staff on the Teaching Intensive Academic Career Pathway 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 Staff on the Teaching Intensive Academic Career Pathway are immediately responsible for the performance of their duties as appropriate in teaching and examining and in the general work of their academic units to the Head of School, Director or other designated manager. Ultimate responsibility is to the Vice Chancellor through the Provost or Deputy Vice-Chancellor (Academic).

3. Professorial Appointments

- 3.1 Professors on the Teaching Intensive Academic Career Pathway generally [each a Professor (Teaching)] are members of schools and are responsible to the Vice-Chancellor. The University expects Professors (Teaching) 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. The formal reporting line for Professors (Teaching) is to the relevant Head of School or Director. The formal reporting line of Professors (Teaching) serving as Heads of Schools is to the relevant Dean.

- 3.2 Professors (Teaching) are expected to be available for senior teaching and administrative positions from time to time.
- 3.3 Professors (Teaching) have a particular responsibility for teaching 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 Any Professor (Teaching) 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 Provost or Deputy Vice-Chancellor (Academic) or other senior university officer if the disagreement cannot be resolved by the normal process of discussion within the school.
- 3.5 All Professors (Teaching) 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 1B

SCHEDULE OF DUTIES – HEADS OF SCHOOL

- 1.1 Heads of School are responsible for the effective management of the School and the efficient implementation of current University policies. They are required to carry out those responsibilities in a manner consistent with the Strategic Plan and values of the University.
- 1.2 Heads of School are expected to provide academic leadership, in conjunction with the Professors and other senior academics in the School. They will maintain and protect academic freedom and ensure that staff have the opportunity to be involved in decision making that affects them and their School.
- 1.3 Heads of School have particular responsibility for: the development and implementation of the School's strategic plan; the management of staff in accordance with the University's human resources policies and procedures; the management and planning of programmes of teaching and research; the management of the School's budget, financial and physical resources; the management of the School's key external relationships.
- 1.4 Heads of School will be members of the relevant Faculty and/or Dean's management teams. They are expected to keep abreast of developments in the tertiary sector, to contribute to the wider management and academic planning of the University, and to participate in the formulation and implementation of policy.
- 1.5 Heads of School have the right, and may be expected, to undertake research, supervision and teaching. They retain the right, subject to the policies of the University, to undertake a limited amount of professional practice, consultancy and public service. The extent of these academic activities will be subject to the staff member's duties as Head of School.

SCHEDULE 2

HEAD OF SCHOOL ALLOWANCE

\$13,351 to \$34,918 p.a ¹ (to be reviewed on anniversary of appointment to Head of School)	Substantive Salary + Head of School Allowance (both fully superable)
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¹ Determined by the Provost (in discussion with the Dean) on the basis of the size of the School, including associated units such as research centres or institutes which report to the Head of School (as measured by the operating expenditure budget); complexity; and any other relevant factors. In addition, the performance of the Head of School in that role during the previous year will be considered in the annual review of the Head of School Payment.

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 (except in relation to Kiwisaver in which case the payment will be 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

PROMOTIONS PROCESS FOR STAFF ON THE PRINCIPAL ACADEMIC CAREER PATHWAY

3.1 THE UNIVERSITY ACADEMIC CAREER FRAMEWORK AND PROMOTIONS CRITERIA

Academic careers at the University are based on four pillars or standards. These standards inform the criteria for promotion from one salary scale to the next (i.e. from Lecturer to Senior Lecturer and from Senior Lecturer to Associate Professor) and the criteria for promotion over salary bars within each salary scale.

The descriptions of the University's Standards that underpin academic careers at this university are:

Ako/Learning and Teaching

Teaching and educational activities informed by university values and enriched by research and scholarship that make a substantial contribution to the quality of student learning and the student experience.

Rangahau/Research

Excellent research (including creative works or performance) that has national and international significance and impact; and broad-based contributions to the advancement of disciplines and fields of study.

Ruawhetu/External Engagement

Engagement with government, business, professional and community organisations, or major contributions to mutually beneficial and sustainable relationships, underpinned by research and scholarship.

Hautūtanga¹/Leadership

Hautūtanga/Leadership that creates opportunities for positive development, growth and sustainability within academic units and across the University.

Expectations of individual staff in relation to these standards depends on their career stage and a range of indicators for each standard may provide evidence of performance in relation to that standard. It is not expected that individual academic staff address all indicators for each standard as it is acknowledged that as well as career stage, the diversity of academic career pathways and differences between disciplines and fields of study will influence which indicators may be relevant.

3.2 CAREER STAGE EXPECTATIONS AND CRITERIA FOR PROMOTION

The University's Academic Career Framework sets out broad expectations of staff in relation to career stage as follows:

- At Lecturer level the expectation is of effective academic performance signifying that the individual is progressing towards the University's standard.
- At Senior Lecturer level the expectation is of meritorious performance that denotes the individual is approaching the University's standard.

¹Leadership in a wider sense i.e. meaning to step up and contribute to the achievement of a common goal through providing, knowledge, information or method and Influencing others as part of that process.
c.f. Hautūtanga - meaning to lead where the nature of that leadership is primarily based on the activities and actions that the person is undertaking.

- At Associate Professor level the expectation is of a high standard of academic performance and achievements recognised as distinguished by national and international standards that signify the individual is meeting the University's standard.

The above expectations inform the criteria for all promotions affecting staff appointed at Lecturer, Senior Lecturer and Associate Professor as follows.

3.3 PROMOTIONS

3.3.1 Promotion to Senior Lecturer

Promotion to Senior Lecturer recognises meritorious performance in the role of Lecturer. This will be assessed by considering whether the candidate has established good teaching practices and a research presence in their field. Evidence of effective performance in both (i) learning and teaching, and (ii) research is required, and merit must be established in at least one, if not both of these areas. While merit in leadership and external engagement is not necessary for promotion at this level, it is encouraged and can add to a case established on the basis of learning and teaching, and research.

3.3.2 Advancement beyond Senior Lecturer 4 bar

Promotion beyond the Senior Lecturer 4 bar recognises a consolidation of research against a background of sustained good teaching practice. At this level, candidates for advancement will be expected to provide evidence of a well-established research agenda. Evidence will also be required of meritorious teaching, including, where possible, the supervision of postgraduate students.

Candidates for promotion will be expected to be actively contributing to leadership and external engagement in ways that align to their research, professional or disciplinary expertise.

3.3.3 Promotion to Associate Professor

An 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 record of performance in research and teaching

In all cases a very high standard either research or teaching is required coupled with at least a high standard in the other pillars, and will include, (where possible), supervision of postgraduate students.

Candidates for promotion will be expected to be making substantial contributions to hauūtanga/leadership and to external engagement in ways that align to their research, professional or disciplinary expertise.

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.

3.3.4 Professorial Salary Review

On successfully being promoted to the Professor bar, movement within the salary ranges (ref table 4.1: Professorial Salary Ranges), will be applied for and confirmed by the Professorial Salary Review Committee, delegated by the Vice-Chancellor.

3.3.5 Senior Principal Engineer and Professorial Salary Review

On successfully being promoted to the Professor bar, movement within the salary ranges (ref table 4.1: Professorial Salary Ranges), will be applied for and confirmed by the Professorial Salary Review Committee, delegated by the Vice-Chancellor.

3.3.6 Advancement beyond Associate Professor 2 bar

Promotion beyond the AP2 bar will be based on evidence of continuing high achievement in the fields of activity designated in the criteria for promotion to Associate Professor. Advancement will not normally occur prior to completion of at least two years' service on each of the AP points 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.)

3.4 Accelerated Increments

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 salary scale until they have reached the top of their present salary scale, but such promotion is uncommon.) Details and strong reasons are required to be given in support of a recommendation for accelerated increments.

3.5 Minimum period of appointment prior to promotion

At the time of an application for promotion, candidates will need to have been in their current academic role at the University for a minimum of one year.

3.6 EVIDENTIAL INDICATORS FOR MEETING PROMOTION CRITERIA

The promotions criteria are aligned to the University's standards. The same broad range of indicators, or relevant examples, are used to provide evidence of meeting the criteria for a particular level of promotion. See 3.6.1 - 3.6.4 below:

3.6.1 Ako/Learning and Teaching

Evidence of meeting the promotion criteria for learning and teaching, includes the following:

- Exercising leadership in teaching, and assessment practices that engage and motivate students.
- Leading innovations in teaching, and assessment and demonstrating digital fluency.
- Maintaining a high standard of teaching, as evidenced by peer and student feedback.
- Engaging in regular professional development that leads to enhanced teaching practice and, where relevant, inclusion of practitioner perspectives.
- Reviewing and re-designing programmes and courses including e-Learning and online development.
- Incorporating new research into existing and/or new courses to ensure continuing relevance to the discipline and to the current and future needs of society.

- Actively contributing to curriculum development that promotes the discipline and makes it attractive to students.
- Incorporating mātauranga Māori in teaching.
- Developing and/or promoting initiatives to advance equity and support student diversity with particular reference to Māori and Pasifika students.
- Attracting and successfully supervising postgraduate students to completion.
- Attracting funding for learning and teaching initiatives.
- Gaining awards, prizes and other recognition for teaching excellence.

3.6.2 Rangahau/Research

Evidence of meeting promotion criteria for research includes the following:

- Exercising leadership and entrepreneurship in research to cultivate intellectual, social, cultural and creative capital.
- Maintaining a productive research agenda with research outputs such as the following:
 - Books; book chapters; journal articles; refereed reviews; published conference papers (refereed); intellectual property; published software; performances, exhibitions, artefacts and other major creative works; other forms of published output.
- Broadly disseminating research and scholarship to positively influence communities, culture and society
- Demonstrating multiple indicators of the impact and significance of research (e.g. citations, invitations to major academic conferences, positive reviews of publications, etc.).
- Leading and/or collaborating in research partnerships founded on mutual benefit and co-creation of research goals.
- Positively contributing to multi-disciplinarity (e.g. through participation in the multi-disciplinary academic themes, leading or participating in research teams).
- Leading innovations in research (e.g. through the effective use of digital research tools; engaging in translational research activities).
- Engaging with Te Tiriti o Waitangi, mātauranga Māori and te reo Māori in research.
- Engaging with and operating in Pasifika knowledge systems in research
- Attracting and successfully supervising postgraduate students to completion.
- Attracting internal and external research income.
- Gaining awards, prizes and other recognition for research excellence.

3.6.3 Ruawhetu/External Engagement

Evidence of meeting the promotion criteria for external engagement includes the following:

- Actively engaging with industry, professions, government or diverse communities with mutually beneficial outcomes (e.g. generating consultancies, making submissions, engaging with legislators, attracting research or philanthropic funding).

- Actively engaging with disciplinary or professional communities (e.g. editing an academic or professional journal, refereeing articles and books, influential roles within scholarly societies or professional organisations).
- Engaging in activities that align to research or disciplinary expertise and which enhance institutional reputation.
- Engaging with external users of research to support research activities.
- Developing community, industry or cultural partnerships to facilitate experiential learning, student placements and career opportunities.
- Successfully partnering with Māori or Pasifika organisations to create opportunities for students.
- Significantly contributing to civic enquiries and/or expert panels (e.g. serving on commissions of enquiry).
- Establishing a media profile as an expert in the discipline (e.g. invited public addresses, invited opinion pieces, media commentary).

3.6.4 Hautūtanga/Leadership

Evidence of meeting promotion criteria for leadership includes the following:

- Actively contributing to the vision and goals of the University in a manner that is consistent with the University values (e.g. modelling of University values through everyday behaviour and conduct, promoting diversity and cultural awareness in the University).
- Actively contributing to Te Tiriti o Waitangi obligations, te reo and bicultural awareness.
- Actively supporting increased participation and success of Māori, Pasifika, international staff and students, people with disabilities and other equity groups.
- Consistently providing hautūtanga/leadership through service contributions to the University that capitalise on experience and expertise (e.g. positive and collaborative behaviour in leadership roles).
- Consistently providing hautūtanga/ leadership by undertaking service roles at different levels that advance the work of the School, Faculty and wider University (e.g. active membership of and positive contribution to committees).
- Facilitating the administrative work of the University through collegial interactions with academic and professional staff.
- Actively contributing to a university culture that values high achievement by staff and students through academic excellence (e.g. mentoring and development of early-career colleagues).
- Enhancing the student experience through engaging with students, and supporting and encouraging their learning and academic development.

SCHEDULE 3A

PROMOTIONS PROCESS FOR HEADS OF SCHOOL

1. CRITERIA

- 1.1 The objective of this process is to ensure that Heads of Schools have the opportunity to be promoted during their term as Head of School on the basis of their academic and management performance.
- 1.2 The emphasis of the case for promotion will be on the performance of management responsibilities (3.1 - 3.9.1), although performance in research and, where applicable, in learning and teaching, external engagement and hautūtanga/leadership will also be taken into account.
- 1.3 All promotion applications under this process will be assessed by the Provost's Committee (including minor promotions).
- 1.4 Alternatively, Heads of Schools may apply for promotion under the Academic Promotion Criteria in the Academic Staff Collective Agreement and as outlined below.

2. THE ACADEMIC CAREER FRAMEWORK AND PROMOTIONS CRITERIA

Academic careers at the University are based on four pillars or standards. These standards inform the criteria for promotion from one salary scale to the next (i.e. from Lecturer to Senior Lecturer and from Senior Lecturer to Associate Professor) and the criteria for promotion over salary bars within each salary scale.

The descriptions of the University standards that underpin academic careers at this university are:

Ako/Learning and Teaching

Teaching and educational activities informed by university values and enriched by research and scholarship make a substantial contribution to the quality of student learning and the student experience.

Rangahau/Research

Excellent research (including creative works or performance) that has national and international significance and impact; and broad-based contributions to the advancement of disciplines and fields of study transformative.

Ruawhetu/External Engagement

Engagement with government, business, professional and community organisations, major contributions to mutually beneficial and sustainable relationships, underpinned by research and scholarship.

Hautūtanga¹/Leadership

Hautūtanga/Leadership that creates opportunities for positive development, growth and sustainability within academic units and across the University.

Expectations of individual staff in relation to these standards depends on their career stage and a range of indicators for each standard may provide evidence of performance in relation to that standard. It is not expected that individual academic staff address all indicators for

each standard as it is acknowledged that as well as career stage, the diversity of academic career pathways and differences between disciplines and fields of study will influence which indicators may be relevant.

2.1 CAREER STAGE EXPECTATIONS AND CRITERIA FOR PROMOTION

The Academic Career Framework sets out broad expectations of staff in relation to career stage as follows:

- At Lecturer level the expectation is of effective academic performance signifying that the individual is progressing towards the University's standard.
- At Senior Lecturer level the expectation is of meritorious performance that denotes the individual is approaching the University's standard.
- At Associate Professor level the expectation is of a high standard of academic performance and achievements recognised as distinguished by national and international standards that signify the individual is meeting the University's standard.

The above expectations inform the criteria for all promotions affecting staff appointed at Lecturer, Senior Lecturer and Associate Professor.

2.2 PROMOTIONS

2.2.1 Advancement beyond the Senior Lecturer 4 Bar

Promotion beyond the Senior Lecturer 4 bar recognises a consolidation of research against a background of sustained good teaching practice. At this level, candidates for advancement will be expected to provide evidence of a well-established research agenda. Evidence will also be required of meritorious teaching, including, where possible, the supervision of postgraduate students prior to becoming and or/while a Head of School.

Candidates for promotion will be expected to be actively contributing to leadership and external engagement in ways that align to their research, professional or disciplinary expertise taking into consideration the management commitments of the Head of School.

2.2.2 Candidates will be able to demonstrate good performance in all management areas (refer to Management Criteria), and performance to an exceptional level in a minimum of three of the following areas:

Provides a strategic focus

Understands and implements Treaty of Waitangi responsibilities

Effectively manages academic matters

Manages and develops people

¹Leadership in a wider sense i.e. meaning to step up and contribute to the achievement of a common goal through providing, knowledge, information or method and Influencing others as part of that process.
c.f. Hautūtanga - meaning to lead where the nature of that leadership is primarily based on the activities and actions that the person is undertaking.

Manages finances effectively
Understands and manages equity responsibilities
Builds effective working relationships internally and externally

2.2.3 **Promotion to Associate Professor**

An 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 record of performance in research and teaching taking into consideration the management commitments of the Head of School.

In all cases a very high standard of either research or teaching is required coupled with at least a high standard in the other pillars, and will include, (where possible), supervision of postgraduate students.

Candidates for promotion will be expected to be making substantial contributions to hauūtanga/leadership and to external engagement in ways that align to their research, professional or disciplinary expertise taking into account the management commitments of the Head of School.

2.2.4 Candidates will be able to demonstrate good performance in all management areas (refer to Management Criteria), and performance to an exceptional level in a minimum of three of the following areas:

Provides a strategic focus
Understands and implements Treaty of Waitangi responsibilities
Effectively manages academic matters
Manages and develops people
Manages finances effectively
Understands and manages equity responsibilities
Builds effective working relationships internally and externally

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.

2.2.5 **Professorial Salary Review**

On successfully being promoted to the Professor bar, movement within the salary ranges (ref table in Schedule 2, clause 1.1: Professorial Salary Ranges), will be applied for and confirmed by the Professorial Salary Review Committee, delegated by the Vice-Chancellor.

2.2.6 **Advancement beyond the Associate Professor 2 Bar**

Promotion beyond the AP2 bar will be based on evidence of continuing high achievement in the fields of activity designated in the criteria for promotion to Associate Professor. Advancement will not normally occur prior to completion of at least two years' service on each of the AP points 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.)

A Head of School who applies for promotion beyond the AP2 bar will provide evidence of continuing achievement in research and leadership in their discipline. The evaluation and assessment of this evidence will take into consideration the management commitments of the Head of School. If teaching is included in the case for promotion, at least a high standard of teaching is required, including, where possible, supervision of postgraduate students.

2.2.7 Candidates will be able to demonstrate good performance in all management areas (refer to Management Criteria), and performance to an exceptional level in a minimum of two of the following areas:

Provides a strategic focus

Understands and implements Treaty of Waitangi responsibilities

Effectively manages academic matters

Manages and develops people

Manages finances effectively

Understands and manages equity responsibilities

Builds effective working relationships internally and externally

2.3 Accelerated Increments

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 salary scale until they have reached the top of their present salary scale, but such promotion is uncommon.) Details and strong reasons are required to be given in support of a recommendation for accelerated increments.

2.4 Minimum period of appointment prior to promotion

At the time of an application for promotion, candidates will need to have been in their current academic role at the University for a minimum of one year.

2.5 EVIDENTIAL INDICATORS FOR MEETING PROMOTION CRITERIA

The promotions criteria are aligned to the University's standards. The same broad range of indicators, or relevant examples, are used to provide evidence of meeting the criteria for a particular level of promotion. See 2.5.1 - 2.5.4 below:

2.5.1 Ako/Learning and Teaching

Evidence of meeting the promotion criteria for learning and teaching, includes the following:

- Exercising leadership in teaching, and assessment practices that engage and motivate students.
- Leading innovations in teaching, and assessment and demonstrating digital fluency.
- Maintaining a high standard of teaching, as evidenced by peer and student feedback.
- Engaging in regular professional development that leads to enhanced teaching practice and, where relevant, inclusion of practitioner perspectives.
- Reviewing and re-designing programmes and courses including e-Learning and online development.
- Incorporating new research into existing and/or new courses to ensure continuing relevance to the discipline and to the current and future needs of society.
- Actively contributing to curriculum development that promotes the discipline and makes it attractive to students.
- Incorporating mātauranga Māori in teaching.
- Developing and/or promoting initiatives to advance equity and support student diversity with particular reference to Māori and Pasifika students.

- Attracting and successfully supervising postgraduate students to completion.
- Attracting funding for learning and teaching initiatives.
- Gaining awards, prizes and other recognition for teaching excellence.

2.5.2 Rangahau/Research

Evidence of meeting promotion criteria for research includes the following:

- Exercising leadership and entrepreneurship in research to cultivate intellectual, social, cultural and creative capital.
- Maintaining a productive research agenda with research outputs such as the following:
- Books; book chapters; journal articles; refereed reviews; published conference papers (refereed); intellectual property; published software; performances, exhibitions, artefacts and other major creative works; other forms of published output.
- Broadly disseminating research and scholarship to positively influence communities, culture and society
- Demonstrating multiple indicators of the impact and significance of research (e.g. citations, invitations to major academic conferences, positive reviews of publications, etc.).
- Leading and/or collaborating in research partnerships founded on mutual benefit and co-creation of research goals.
- Positively contributing to multi-disciplinarity (e.g. through participation in the multi-disciplinary academic themes, leading or participating in research teams).
- Leading innovations in research (e.g. through the effective use of digital research tools; engaging in translational research activities).
- Engaging with Te Tiriti o Waitangi, mātauranga Māori and te reo Māori in research.
- Engaging with and operating in Pasifika knowledge systems in research.
- Attracting and successfully supervising postgraduate students to completion.
- Attracting internal and external research income.
- Gaining awards, prizes and other recognition for research excellence.

2.5.3 Ruawhetu/External Engagement

Evidence of meeting the promotion criteria for external engagement includes the following:

- Actively engaging with industry, professions, government or diverse communities with mutually beneficial outcomes (e.g. generating consultancies, making submissions, engaging with legislators, attracting research or philanthropic funding).
- Actively engaging with disciplinary or professional communities (e.g. editing an academic or professional journal, refereeing articles and books, influential roles within scholarly societies or professional organisations).
- Engaging in activities that align to research or disciplinary expertise and which enhance institutional reputation.
- Engaging with external users of research to support research

activities.

- Developing community, industry or cultural partnerships to facilitate experiential learning, student placements and career opportunities.
- Successfully partnering with Māori or Pasifika organisations to create opportunities for students.
- Significantly contributing to civic enquiries and/or expert panels (e.g. serving on commissions of enquiry).
- Establishing a media profile as an expert in the discipline (e.g. invited public addresses, invited opinion pieces, media commentary).

2.5.4 Hautūtanga/Leadership

Evidence of meeting promotion criteria for leadership includes the following:

- Actively contributing to the vision and goals of the University in a manner that is consistent with the University values (e.g. modelling of University values through everyday behaviour and conduct, promoting diversity and cultural awareness in the University).
- Actively contributing to Te Tiriti o Waitangi obligations, te reo and bicultural awareness.
- Actively supporting increased participation and success of Māori, Pasifika, international staff and students, people with disabilities and other equity groups.
- Consistently providing hautūtanga/leadership through service contributions to the University that capitalise on experience and expertise (e.g. positive and collaborative behaviour in leadership roles).
- Consistently providing hautūtanga/leadership by undertaking service roles at different levels that advance the work of the School, Faculty and wider University (e.g. active membership of and positive contribution to committees).
- Facilitating the administrative work of the University through collegial interactions with academic and professional staff.
- Enhancing the student experience through engaging with students, and supporting and encouraging their learning and academic development.
- Actively contributing to a university culture that values high achievement by staff and students through academic excellence (e.g. mentoring and development of early-career colleagues).

3. MANAGEMENT CRITERIA

The profile of management skills for a Head of School are as follows:

3.1 Understands the University culture, environment (e.g. statutory basis) and business (both academic and administrative)

- Understands the wider tertiary environment and its impact on the University
- Understands the role of Head of School and how it fits within the University
- Understands the role of CSUs and how they fit within the University

3.1.1 Examples of understanding the University environment may include:

- Contributions to university and tertiary sector policy development

- Contribution to/convener'ship of faculty, university or tertiary sector committees/working parties.

3.2 Provides strategic focus

- Translates the University's vision into daily activities
- Thinks ahead and sees implications of plans, actions and decisions
- Translates the University's strategic thinking into plans and delivers on plans
- Develops a strategy for the School that is consistent with overall University direction
- Identifies, analyses and manages risk
- Identifies and pursues strategic possibilities - converts to appropriate business opportunities

3.2.1 Examples of providing strategic focus may include:

- Contributions of the School that meet the University's strategic goals
- Implementation of school plans that meet the strategic goals of the School/University
- Identification and effective management of risk
- Development and implementation of school policies and practices that address strategic goals, the University's Charter, or the University's vision and values.

3.3 Understands and implements Treaty of Waitangi responsibilities

- Understands and demonstrates commitment to obligations under the Treaty
- Promotes principles within the School
- Ensures obligations and principles are integrated into strategic and operational work

3.3.1 Examples of understanding and implementing the Treaty of Waitangi responsibilities may include:

- Implementation of strategies within the School that contribute to meeting the University's Treaty obligations
- Promotion of Treaty principles in the School/University
- Use of te reo and implementation of tikanga māori in the School.

3.4 Effectively manages academic matters

- Understands and implements academic statutes and policies
- Creates an environment within the school that supports and promotes teaching, scholarship and research
- Ensures a focus on students is maintained in the school

3.4.1 Examples of effectively managing academic matters may include:

- Development and implementation of new academic programs or restructuring of existing programs
- Effective liaison with students (undergraduate and/or graduate) in the School and alumni
- Support mechanisms for research and scholarship in the School
- Contributions to School success in research e.g. membership of research consortia, success in external research funding, collaborations with other schools and/or institutions
- Fosters creative and innovative approaches to teaching practice
- Facilitates the development of staff in teaching and research

- Implementation of policies and practices that create a student focused environment within the School

3.5 Manages and develops people

- Understands and implements HR processes and policies
- Uses a variety of management strategies that recognise the unique University culture
- Develops people both professionally and personally and acts as a coach /mentor
- Acts in an open and consultative way and is accessible to staff
- Communicates effectively in different contexts
- Manages performance and accountability

3.5.1 Examples of managing and developing people may include:

- Positive feedback from staff on support and career development
- Effective working relationship with HR staff
- Provision of development opportunities for staff
- Establishment and maintenance of open and effective communications through, for example, newsletters, meetings, management structures
- Effective management of employment and change management processes
- Effective management of staff workloads

3.6 Manages finances effectively

- Prepares and monitors budgets according to University processes
- Understands the long term cost implications of budget decisions
- Understands how the School budget fits into University budget
- Understands financial concepts and processes

3.6.1 Examples of managing finances effectively may include:

- Analysis of future revenue and expenditure trends
- Generation of new income streams
- Favourable budget outcomes
- Mechanisms for accurately monitoring the budget of the School
- Implementation of School practices that adhere to financial policies, processes and guidelines
- Manages and deploys financial resources to advance the strategic objectives of the school

3.7 Understands and manages equity responsibilities

- Understands equity issues and ensures that they are reflected in school strategy, policy and processes
- Recognises and values the differences in staff and harnesses their strengths
- Ensures strategies are in place to manage equity issues

3.7.1 Examples of understanding and managing equity responsibilities may include:

- Contribution to equity goals through school strategies, policies and processes

- Feedback from staff that the working environment supports the full contribution of all staff

3.8 Builds effective working relationships internally and externally

- Builds relationships in a variety of contexts and across the University
- Builds and maintains key external stakeholder relationships
- Manages media to get a positive outcome
- Promotes professional image externally

3.8.1 Examples of building effective working relationships internally and externally may include:

- Effective working relationships with colleagues within and outside the School that have positive outcomes
- Effective stakeholder/professional relationships
- Positive media coverage of School activity
- Excellent external academic/professional reputation of the School
- Implementation of relationship management plan in the School.

3.9 Achieves Results

- Solves problems effectively
- Thinks and acts innovatively
- Uses good judgment
- Negotiates appropriate outcomes for the University
- Effectively prioritises and delegates to ensure outcomes are achieved
- Makes effective decisions
- Uses technology effectively as a tool to achieve results

3.9.1 Examples of achieving results may include:

- Effective problem-solving
- Successful innovations
- Effective negotiation on behalf of the School/University
- Effective use of technology

SCHEDULE 3B

PROMOTIONS PROCESS FOR RESEARCH STAFF

1. THE UNIVERSITY ACADEMIC CAREER FRAMEWORK AND PROMOTIONS CRITERIA

Academic careers at the University are generally based on four pillars or standards. For research staff covered by this agreement, the promotion criteria is based on three pillars or standards. These standards inform the criteria for promotion from one salary scale to the next (i.e. from Research Fellow to Senior Research Fellow and from Senior Research Fellow to Associate Professor (Research)) and the criteria for promotion over salary bars within each salary scale.

The descriptions of the University Standards that underpin academic careers for research staff at this University are:

Rangahau/Research

Excellent research (including creative works or performance) that has national and international significance and impact; and broad-based contributions to the advancement of disciplines and fields of study.

Ruawhetu/External Engagement

Engagement with government, business, professional and community organisations, or major contributions to mutually beneficial and sustainable relationships, underpinned by research and scholarship.

Hautūtanga¹/Leadership

Hautūtanga/Leadership that creates opportunities for positive development, growth and sustainability within academic units and across the University.

Expectations of individual staff in relation to these standards depends on their career stage and a range of indicators for each standard may provide evidence of performance in relation to that standard. It is not expected that individual academic staff address all indicators for each standard as it is acknowledged that as well as career stage, the diversity of academic career pathways and differences between disciplines and fields of study will influence which indicators may be relevant.

2. CAREER STAGE EXPECTATIONS AND CRITERIA FOR PROMOTION

The University Academic Career Framework sets out broad expectations of staff in relation to career stage as follows:

- At Research Fellow level the expectation is of effective academic performance signifying that the individual is progressing towards the University's standard.
- At Senior Research Fellow level the expectation is of meritorious performance that denotes the individual is approaching the University's standard.
- At Associate Professor level the expectation is of a high standard of academic performance and achievements recognised as distinguished by national and international standards that signify the individual is meeting the University's standard.

¹Leadership in a wider sense i.e. meaning to step up and contribute to the achievement of a common goal through providing, knowledge, information or method and influencing others as part of that process.
c.f. Hautūtanga – meaning to lead where the nature of that leadership is primarily based on the activities and actions that the person is undertaking.

The above expectations inform the criteria for all promotions affecting staff appointed at Research Fellow, Senior Research Fellow, Associate Professor (Research) and Professor (Research) as follows:

3 PROMOTIONS

3.1 Promotion to Senior Research Fellow

Promotion to Senior Research Fellow recognises meritorious performance in the role of Senior Research Fellow. This will be assessed by considering whether the candidate has established a good research presence in their field. Evidence of meritorious performance in research must be established. While merit in leadership and external engagement is not necessary for promotion at this level, it is encouraged and can add to a case established on the basis of research.

3.2 Advancement beyond Senior Research Fellow 4 bar

Promotion beyond the Senior Research Fellow 4 bar recognises a consolidation of research and a well-established research agenda. Evidence will also be required of meritorious research activity, including, where possible, the supervision of postgraduate students.

Candidates for promotion will be expected to be actively contributing to leadership and external engagement in ways that align to their research, professional or disciplinary expertise.

3.3 Promotion to Associate Professor (Research)

An Associate Professor (Research) 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 record of research performance and demonstrable examples of the candidate's ability for leadership in their discipline, (where possible), supervision of postgraduate students.

Candidates for promotion will be expected to be making substantial contributions to hautūtanga/leadership and to external engagement in ways that align to their research, professional or disciplinary expertise.

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.

3.4 Advancement beyond Associate Professor (Research) 2 bar

Promotion beyond the RFAP2 bar will be based on evidence of continuing high achievement in the fields of activity designated in the criteria for promotion to Associate Professor (Research). Advancement will not normally occur prior to completion of at least two years' service on each of the AP points 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.)

3.5 Professorial (Research) Salary Review

On successfully being promoted to the Professor bar, movement within the salary ranges (ref table: Professorial (Research) Salary Ranges), will be applied for and confirmed by the Professorial Salary Review Committee, delegated by the Vice-Chancellor.

3.6 Accelerated Increments

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 salary scale until they have reached the top of their present salary scale, but such promotion is uncommon). Details and strong reasons are required to be given in support of a recommendation for accelerated increments.

3.7 Minimum period of appointment prior to promotion

At the time of an application for promotion, candidates will need to have been in their current academic role at the University for a minimum of one year.

4 EVIDENTIAL INDICATORS FOR MEETING PROMOTION CRITERIA

The promotions criteria are aligned to the University's standards. The same broad range of indicators, or relevant examples, are used to provide evidence of meeting the criteria for a particular level of promotion. See 2.4.1 – 2.4.3 below:

4.1 Rangahau/Research

Evidence of meeting promotion criteria for research includes the following:

- Exercising leadership and entrepreneurship in research to cultivate intellectual, social, cultural and creative capital.
- Maintaining a productive research agenda with research outputs such as the following:
 - Books; book chapters; journal articles; refereed reviews; published conference papers (refereed); intellectual property; published software; performances, exhibitions, artefacts and other major creative works; other forms of published output.
- Broadly disseminating research and scholarship to positively influence communities, culture and society
- Demonstrating multiple indicators of the impact and significance of research (e.g. citations, invitations to major academic conferences, positive reviews of publications, etc.).
- Leading and/or collaborating in research partnerships founded on mutual benefit and co-creation of research goals.
- Positively contributing to multi-disciplinarity (e.g. through participation in the multi-disciplinary academic themes, leading or participating in research teams).
- Leading innovations in research (e.g. through the effective use of digital research tools; engaging in translational research activities).
- Engaging with Te Tiriti o Waitangi, mātauranga Māori and te reo Māori in research.
- Engaging with and operating in Pasifika knowledge systems in research
- Attracting and successfully supervising postgraduate students to completion.
- Attracting internal and external research income.
- Gaining awards, prizes and other recognition for research excellence.

4.2 Ruawhetu/External Engagement

Evidence of meeting the promotion criteria for external engagement includes the following:

- Actively engaging with industry, professions, government or diverse communities with mutually beneficial outcomes (e.g. generating consultancies, making submissions, engaging with legislators, attracting research or philanthropic funding).

- Actively engaging with disciplinary or professional communities (e.g. editing an academic or professional journal, refereeing articles and books, influential roles within scholarly societies or professional organisations).
- Engaging in activities that align to research or disciplinary expertise and which enhance institutional reputation.
- Engaging with external users of research to support research activities.
- Developing community, industry or cultural partnerships to facilitate experiential learning, student placements and career opportunities.
- Successfully partnering with Māori or Pasifika organisations to create opportunities for students.
- Significantly contributing to civic enquiries and/or expert panels (e.g. serving on commissions of enquiry).
- Establishing a media profile as an expert in the discipline (e.g. invited public addresses, invited opinion pieces, media commentary).

4.3 Hautūtanga/Leadership

Evidence of meeting promotion criteria for leadership includes the following:

- Actively contributing to the vision and goals of the University in a manner that is consistent with the University values (e.g. modelling of University values through everyday behaviour and conduct, promoting diversity and cultural awareness in the University).
- Actively contributing to Te Tiriti o Waitangi obligations, te reo and bicultural awareness.
- Actively supporting increased participation and success of Māori, Pasifika, international staff and students, people with disabilities and other equity groups.
- Consistently providing hautūtanga/ leadership through service contributions to the University that capitalise on experience and expertise (e.g. positive and collaborative behaviour in leadership roles).
- Consistently providing hautūtanga/ leadership by undertaking service roles at different levels that advance the work of the School, Faculty and wider University (e.g. active membership of and positive contribution to committees).
- Facilitating the administrative work of the University through collegial interactions with academic and professional staff.
- Actively contributing to a university culture that values high achievement by staff and students through academic excellence (e.g. mentoring and development of early-career colleagues).
- Enhancing the student experience through engaging with students, and supporting and encouraging their learning and academic development.

SCHEDULE 4

ACADEMIC LEAVE

1. GENERAL

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

- 1.1.1. RESEARCH AND STUDY LEAVE (see 2 below). This is leave from teaching and administrative duties to undertake a sustained period of research. The timeline for the application round will be communicated by each Faculty on an annual basis. Applications will close no later than the end of May for Research and Study Leave programmes beginning no earlier than November of that year.
- 1.1.2. OVERSEAS CONFERENCE LEAVE (see 3 below). This is leave to attend overseas conference(s) and may include a short research period. Faculties will communicate the timeline for application rounds annually including applicable conference dates and will notify staff when each round of applications opens.
- 1.1.3. NEW ZEALAND CONFERENCE LEAVE (see 4 below). This is leave to attend a New Zealand conference but may be used to help fund attendance at an overseas conference. Although applications may be made at any time, the Committee may review them periodically. Faculties will provide reasonable notice of the timeline for decision rounds annually including applicable conference dates.
- 1.1.4. OTHER ACADEMIC LEAVE (see 5 below). Leave for academic purposes that is not: Research and Study Leave; Overseas Conference Leave; New Zealand Conference Leave; or Exchange Leave.
- 1.1.5. EXCHANGE LEAVE (see 6 below). This allows for an exchange of positions with a staff member at another university. Applications may be made at any time.
- 1.2. 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.
- 1.3. 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:
 - 1.3.1. 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**
 - 1.3.2. That the period of leave will significantly enable staff members to further their research and teaching.
- 1.4. In maintaining and administering an academic leave scheme, the University recognises the need to balance two financial pressures:

- 1.4.1. The desire to ensure that academic leave is as frequently and uniformly available as possible; **and**
- 1.4.2. The desire to provide financial support for travel and living costs.
- 1.5. 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. Where applications for funding exceed the available budget, the Committee, in consultation with the Dean, has the discretion to decide on a fair and reasonable distribution of available funds.
- 1.7. The Provost 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.
- 1.8. All applications for leave must be discussed with the Head of School (or, where the applicant is the Head, with an appropriate and experienced member of staff). The panel responsible for assessing and recommending academic leave is referred to as "the Committee." The Committee requires the Head of School to comment on the relevance of the leave programmed 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.
- 1.9. Staff members are invited to discuss their academic leave proposals with one of the members of the Committee.
- 1.10. 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.
 3. Research Fellows are not eligible for Research and Study Leave. They may be eligible for New Zealand and Overseas Conference Leave – provisions are detailed in section 3 (Overseas Conference Leave) and 4 section (New Zealand Conference Leave).

2. RESEARCH AND STUDY LEAVE

2.1. RESEARCH AND STUDY LEAVE PROGRAMME

2.1.1. 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.

2.1.2. In assessing the application, the 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.

2.2.1. 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

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

2.2.2. Minimum and maximum eligibility are as follows:

- a. 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.
- b. For the purposes of Research and Study Leave, no credit for leave will be granted beyond the maximum period of accumulation.
- c. Credit for part-years of service will be calculated proportionally.

2.2.3. 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 Committee exercises a monitoring role to see that the interests of both are fairly balanced.

2.2.4. 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/or 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/or January.

- c. The Committee normally recommends approval of a leave for one trimester (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.

2.2.5. Unused Eligibility for Leave is carried forward.

- a. For example, a staff member with ten months eligibility who takes six months leave instead of ten (with corresponding reduction in funding) retains four months of eligibility and begins to generate further eligibility from the date of return from leave (see 2.3.5 below).

2.2.6. Eligibility for Leave following RSL is governed by the following principles:

- a. Staff do not accrue eligibility whilst on RSL: rather eligibility begins to accrue again from the date of their return from leave, subject to paragraph .
- b. If a satisfactory research and study leave report is not received within three months of returning from leave, the 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 and study leave will be expected to serve for another two years before undertaking a further period of research and study leave.

2.2.7. Prior Service Elsewhere

- a. The 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.

2.2.8. Prior Service as an Assistant Lecturer

- a. The 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.

2.2.9. Eligibility and Leave Without Pay

- a. Unless there are exceptional circumstances such as Parental Leave (see below, 2.2.10), 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:

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

2.2.10 Eligibility and Parental Leave

- a. Staff members taking Parental Leave of up to one year continue to accrue 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

2.3.1. Research and Study Leave is granted with full pay. When travel is involved, a travel and sustenance allowance to support Research and Study Leave activities may be paid for some or all of the leave period.

2.3.2. Attendance and participation at conference may be included in the RSL programme and funded from the RSL travel and sustenance allowance. The employee may choose whether a conference fee is paid from the RSL travel and sustenance allowance or may apply for Overseas or New Zealand Conference leave funding limited to the conference registration fee. For the avoidance of doubt, the employee is not eligible for OCL or NZCL travel allowances during the approved period of RSL.

2.3.3. 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.

2.3.4. Where all or part of the leave is spent overseas, a travel and sustenance allowance may be paid in accordance with the Academic Leave – Schedule of Allowances at the end.

- a. The maximum allowance, as per the Academic Leave – Schedule of Allowances, may be awarded for months spent overseas. Twenty-five percent of the maximum allowance may be awarded for the remaining months of RSL.
- b. The travel and sustenance allowance for RSL involving overseas travel of typically one month or more will not be less than the conference leave grant based on an equivalent of three years overseas conference leave eligibility. The Committee has the discretion to award a lower travel and sustenance allowance if RSL involves a shorter period of overseas travel.
- c. If a staff member opts to take advantage of an increased allowance available under 2.3.5(b) below, any increased allowance is deemed to be for overseas expenses and so awarded as per the maximum allowance.

2.3.5 Use of part or full eligibility

- a. Staff taking a proportion of the full period of Research and Study Leave that they are eligible for may take the same proportion of their financial eligibility.
- b. Alternatively, staff may trade-in a proportion of their remaining Research and Study Leave balance for additional financial allowance up to their maximum eligibility. Any remaining eligibility carried forward will be 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.
- d. **For example:** a staff member with ten months eligibility who takes six months leave instead of ten months may opt to apply to take between 6 months and 10 months financial eligibility. If 8 months financial eligibility is used, the two months of remaining eligibility (i.e. both time and financial eligibility) are carried forward.

2.3.6. Employment while on Research and Study leave

- a. The Committee does not approve applications 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.

2.3.7. Refunds on resignation or retirement

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

2.3.8. Annual leave during RSL

- a. In accordance with the Holidays, Sick Leave and Leave without Pay Policy, employees are required to take annual leave during the period of approved RSL.

2.4. APPLICATION FOR RESEARCH AND STUDY LEAVE

2.4.1. Applications are called for annually, and no later than May, for Research and Study leave programmes beginning no earlier than November of that year. Late applications will not normally be accepted. Applications can be made for RSL with or without travel and sustenance allowance funding.

2.4.2. Any changes to an approved Research and Study leave programme must be notified to the Committee as follows:

- a. Before the start of leave: If a staff member wishes to make a change to an already approved Research and Study leave programme, further approval

must be obtained from the 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 allowance that was awarded to the staff member before the leave commenced.

2.4.3. Notice of resignation before the start of Research and Study Leave: If a staff member gives notice of their resignation before the start of an approved leave programme, the Provost [or Deputy Vice-Chancellor (Research) where relevant] may review the staff member's leave programme. The review will take into account what benefits, if any, the Provost [or Deputy Vice-Chancellor (Research) where relevant] 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 Research and Study leave programme.

2.5. RETURN FROM LEAVE

2.5.1. **Leave Report:** The member of staff shall make a general report to the 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.

2.6. SELECTION PRIORITIES

2.6.1. Total funds available for leave may not allow the Committee to recommend to the Dean 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 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.
- 2.6.2. Applicants refused leave at the normal time of consideration 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.
- 2.6.3. 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.
- 2.6.4. In special circumstances, and if they so desire, 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

- 3.1.1. 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.
- 3.1.2. The normal maximum period of leave for attendance at an Australian conference is 14 days, and for conferences beyond Australia 25 days.
- 3.1.3. If the applicant submits an appropriate study and/or research programme to be pursued in addition to attendance at any conference, the Committee will consider extending the total period to 42 days.
- 3.1.4. Overseas Conference Leave is normally given on full pay.
- 3.1.5. Overseas Conference Leave may be given with or without funding.
- 3.1.6. Overseas Conference Leave without funding does not affect eligibility for funded conference leave.

3.2. OVERSEAS CONFERENCE LEAVE WITH FUNDING

3.2.1. General

- a. A travel and sustenance allowance may be awarded as a contribution towards reasonable expenditure on travel costs and conference participation, up to the maximum in the Academic Leave - Schedule of Allowances. Costs associated with travel and conference participation may be budgeted to include the following:
 - i. Flights (which are to be a priority expense paid for from within the approved

- budget);
 - ii. Conference fee(s);
 - iii. Accommodation;
 - iv. Visa, if required;
 - v. Per diem – allowance towards food;
 - vi. Airport transfer/ground transport.
- b. Underlying these provisions 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 exhausts their funded Overseas Conference Leave eligibility at any time in the year 2025 is deemed to have one year of eligibility from 1 January 2026. The staff member reaches maximum eligibility on 1 January 2028, if no further funded Overseas Conference Leave is taken in the meantime. Likewise, a staff member with maximum three years eligibility who uses two years eligibility will retain one years eligibility to carry forward.
- d. Staff appointed to permanent positions or to fixed-term contracts for a period of at least three years are deemed to have maximum eligibility at the time of their appointment.
- e. Staff appointed to a fixed term contract with a minimum of one year but less than three years will start with one year of eligibility and will accrue additional eligibility in subsequent calendar years.
- f. Internally-funded Research Fellows are deemed to have maximum eligibility on the basis of an appointment for two years.
- g. Staff who meet the above criteria may take Overseas Conference Leave while on Parental Leave (provided they also comply with their parental leave obligations including notifying and recording keeping in touch days in accordance with the Parental Leave and Employment Protection Act).

3.2.2. Conditions for approval

- a. The Committee will normally recommend approval for Overseas Conference Leave with a travel and sustenance allowance if at least one of the following apply:
- i. The staff member is giving a paper or making an equivalent substantial contribution to the work of the conference;
 - ii. The staff member holds office at a top level in the organisation promoting the conference;
 - iii. The staff member is applying for their first Overseas Conference Leave at this University. (A staff member on a fixed-term appointment may not normally

make use of this provision.)

- b. In considering applications from internally-funded Research Fellows, the Committee pays particular attention to the relevance of the conference to the Research Fellow's current research and expects that the Research Fellow's contribution to the Conference will arise directly from that current research.
- c. 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.

3.2.3. Funding of Overseas Conference Leave

- a. The allowance for Overseas Conference Leave is based on each calendar year of eligibility up to a maximum of three years eligibility. Funding awarded is based on whole years of eligibility in accordance with Schedule of Allowances at the end of Schedule Four. For the avoidance of doubt, this means: staff may opt to use either one or two years less than their full eligibility, with corresponding grant, and so retain some eligibility.
- b. **For example**, a staff member with maximum eligibility (three years) may use one year of eligibility and retain two years of eligibility. If they do not use the remaining eligibility for another funded Overseas Conference Leave in the same year, they return to maximum eligibility on 1 January of the following year.
- c. Financial assistance from elsewhere
 - i. Any financial assistance received towards the Overseas Conference and/or research activities undertaken during the leave should be reported to the Committee.
 - ii. 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).
 - iii. Where the total amount received exceeds total expenses, the Committee allowance will be reduced accordingly.

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

3.3.1. A staff member wishing to attend an overseas conference and requiring additional funds may be permitted to:

- a. exchange a maximum of two months accumulated eligibility from their research and study leave eligibility in return for the equivalent funding based on the maximum RSL monthly travel and sustenance allowance;
- b. use New Zealand Conference Leave eligibility.

3.3.2. Permission to exchange eligibility under 3.3.1 will not be granted if the total grant exceeds total expenses.

3.4. ALTERNATIVE FUNDING

3.4.1. A staff member wishing to attend an overseas conference without the use of their Overseas Conference Leave entitlement may be permitted to do so 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 funding based on the maximum RSL monthly travel and sustenance allowance;
- b. Use New Zealand conference leave eligibility.

3.5. APPLICATIONS

3.5.1. The procedures for applying for Overseas Conference Leave are as follows:

- a. Applications for Overseas Conference Leave must be submitted online through the relevant conference leave round of applications. The application will be forwarded to the Heads of Schools (where the applicant is a Head of School, to the Dean) for their review and recommendation for the Committee.
- b. Faculties will communicate the timeline for application rounds annually including applicable conference dates and will notify staff when each round of applications opens.
- c. Applications for unfunded Overseas Conference Leave may be made at any time.

4. NEW ZEALAND CONFERENCE LEAVE

4.1. New Zealand Conference Leave allows academic staff members of the grade of Assistant Lecturer and above, internally-funded Research Fellows (see 4.6 below), and ELI teachers who have a minimum employment term of three years, the opportunity to apply to attend academic conferences in New Zealand. Staff who meet the above criteria may apply for funded New Zealand Conference Leave while on Parental Leave (provided they also comply with their parental leave obligations including notifying and recording keeping in touch days in accordance with the Parental Leave and Employment Protection Act).

4.2. New Zealand Conference Leave is normally awarded on full pay. A travel and sustenance allowance may be awarded as a contribution towards reasonable expenditure on travel costs and conference participation, up to the maximum in the Academic Leave - Schedule of Allowances. Costs associated with travel and conference participation may be budgeted to include the following:

- i. Flights (which are to be a priority expense paid for from within the approved budget);
- ii. Other transport (e.g. train, bus, rental car, or mileage for use of personal vehicle)
- iii. Conference fee(s);
- iv. Accommodation;
- v. Per diem – allowance towards food;
- vi. Airport transfer/ground transport.

- 4.3. 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.
- 4.4. Notwithstanding 4.3 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.
- 4.5. Staff members may apply to attend an overseas conference using their New Zealand Conference Leave eligibility.
- 4.6. 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 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.

5. OTHER ACADEMIC LEAVE

- 5.1. Absence for short periods during a trimester on University business should be reported to the relevant line manager (usually the Head of School).
- 5.2. WITHOUT FINANCIAL ASSISTANCE DURING A PERIOD WHEN CLASSES ARE NOT BEING TAUGHT
 - 5.2.1. 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 is required to submit an application for leave to the relevant line manager. The application should state the programme of work proposed.
 - 5.2.2. An application for leave during a period when classes are not being taught is approved if the relevant line manager can confirm that the applicant is not required for school purposes such as examining and enrolling during the proposed period of leave.
 - 5.2.3. The relevant line manager 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 TRIMESTER
 - 5.3.1. Leave for a period, normally including not more than one trimester 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 awarded 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 funding based on the maximum RSL monthly travel and sustenance allowance. For the purpose of this clause the maximum accumulation is seven years service.
 - 5.3.2. The relevant line manager will take 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 or other relevant person or the Committee;
- 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.

5.3.3. 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 (as specified in clause 2.2).

5.3.4. Applications are submitted through the Head of School. The Head of School should consider 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 Head of School or Dean.

6. ACADEMIC EXCHANGE LEAVE

6.1. 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.

6.2. 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 6.3 to 6.5 below.

6.3. All academic exchange programmes must have the approval of the Head of School before submission to the Committee.

6.4. Eligibility for other forms of leave normally continues to accumulate during Academic Exchange Leave.

6.5. Staff taking up exchange positions may be awarded the cost of the most economical airfares, up to a financial allowance that is equivalent to the maximum overseas conference leave. It is expected that regular academic exchange programmes will be funded by the relevant faculty.

7. ADMINISTRATION

7.1. The administration of the academic leave programme is the responsibility of the Provost or, where relevant, the Deputy Vice-Chancellor (Research). Policies relating to academic leave are determined by the Vice-Chancellor (as Chief Executive Officer).

7.2. The composition of each Committee is determined annually by the Dean using a procedure which is approved by the Vice-Chancellor. There will be a designated TEU member on each committee.

7.3. Committees meet throughout the academic year, and when the process requires, the Committee makes recommendations to the Dean.

7.4. A staff member who wishes to appeal the decision of the Dean in an individual case should write to the Provost.

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 19 January 2026

1. RESEARCH AND STUDY LEAVE

- 1.1. For RSL that is solely NZ based and involves travel outside of Wellington: a travel and sustenance allowance (typically \$2,000) may be awarded by the Committee as a contribution towards the RSL programme.
- 1.2. For RSL that includes overseas travel refer to clause 2.3.4 for further details.
 - i. The maximum travel and sustenance allowance is \$1,739 per month of eligibility.
 - ii. The minimum travel and sustenance allowance for RSL involving overseas travel of typically one month or more is usually \$7,136.

2. OVERSEAS CONFERENCE LEAVE

- 2.1. For overseas conference leave the maximum funding is \$2,379 per year of eligibility up to a maximum of \$7,136 (i.e. the maximum of 3 years of eligibility) as follows:
 - i. For one year of eligibility claimed and approved the maximum funding is \$2,379;
 - ii. For two years of eligibility claimed and approved the maximum funding is \$4,757;
 - iii. For three years of eligibility claimed and approved the maximum funding is \$7,136.
- 2.2. The typical allowable expenditure is detailed in clause 3.2.1(a), however, the following apply:
 - i. Per diem maximum of \$122 per conference day and two travel days
 - ii. Airport transfer/ground transport is a minimum of \$200 per approved leave application. Quotes are only required for transport costs exceeding \$200.

3. NEW ZEALAND CONFERENCE LEAVE

- 3.1. For New Zealand conference leave the maximum funding is \$1,298.
- 3.2. The typical allowable expenditure is detailed in clause 4.2, however, the following apply:
 - i. Per diem maximum of \$87 per conference day and one travel day.
 - ii. Airport transfer/ground transport is a minimum of \$200 per approved leave

application. Quotes are only required for transport costs exceeding \$200.

4. EXCHANGE LEAVE

4.1. The maximum contribution towards travel and sustenance allowance is \$7,136.

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 5

ELI 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 Teacher scale on the anniversary of their appointment. For fixed term ELI 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 Teachers are eligible to apply for:

- acceleration within the ELI Teacher scale; and
- promotion to Senior Teacher.

ELI Senior Teachers are eligible to apply for:

- promotion within the ELI Senior Teacher range.

Criteria for Acceleration within the ELI Teacher scale

ELI 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 Teacher cannot be promoted to a higher grade until the top of their 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 Senior Teacher and within the ELI Senior Teacher range

Advancement to Senior Teacher or within the ELI 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.

Advancement to steps ST5 and ST6 is regarded as a promotion within the ST scale and is in recognition of significant and sustained leadership contribution to ELI. Consideration is based on evidence of meritorious performance across several areas of management activity as set out in the promotion application for this level of promotion.

Applying for Promotion

An application for promotion consists of:

- completion of the ELI 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 Dean. The report contains all recommendations (whether successful or not), accompanied by reasons, for approval by the Dean.

Timing of Application

The Dean notify the ELI staff each year in late August of the deadline for applications in October/November each year.

Acceleration within the ELI Teacher scale and advancement to ELI Senior Teacher or within the ELI 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 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 6

DISCIPLINE AND DISMISSAL PROCEDURES

The following procedures do not prevent the Employer from summarily dismissing an employee, as covered in 12.6 (Part One) or 13.1 (Part Five) 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. Provided however where there is a warning issued for behaviour which the Employer concludes constitutes serious misconduct on grounds of harassment (including

sexual or racial harassment) and/or workplace bullying the maximum duration of the warning will be for up to 2 years. Warnings no longer current will be removed from the employee's file. Please note this clause 13 does not apply to Heads of School.

14. These disciplinary procedures shall be implemented in a culturally appropriate way.
15. 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.
16. 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. Direction to attend counselling or other similar process that has the objective of supporting behavioural change.
2. Formal verbal warning
3. Formal written warning
4. Final written warning
5. Dismissal

The procedures can be implemented at any level, either individually or in a combination, as determined by the decision maker depending on the seriousness of the 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 five months' notice of that fact, except for ELI Teachers, Senior Teachers and Research Staff covered by Part Five of this collective agreement, 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 reasonable 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 redundancy 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 redundancy 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 redundancy payment.
12. In the case of redeployment into a fixed term position, where the fixed term position expires and the employee is not redeployed to a further position, the employee will be paid redundancy on the following basis:
 - a) The redundancy payment will be paid as if the employee had not taken up the fixed term position or a series of fixed term positions, that is, service in the new position(s) will not be included in the redundancy payment.
 - b) where employment ceases within three years, the full redundancy payment will be made;

- c) where employment ceases after three years but not exceeding five years, 50% of the redundancy payment will be made;
 - d) where employment ceases beyond five years, no redundancy 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 690I 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.

lenses. A subsidy will only be made upon the production of original receipts.

Hearing tests

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.