

ARA ACADEMIC STAFF OF CANTERBURY

ARA INSTITUTE OF CANTERBURY

COLLECTIVE EMPLOYMENT AGREEMENT

EFFECTIVE FROM: 01 JANUARY 2026
EXPIRES: 31 DECEMBER 2027

Ara Academic Staff of Canterbury Incorporated (AASC)
PO Box 40015
Christchurch 8142

Ara Academic
Staff of Canterbury

AASC Application Form

First Name/s _____ Family Name _____

Gender: _____ Employee ID number (if known) _____

(AASC members benefit from $15,000 life cover, at no additional cost to the member (conditions apply)

Employment Category (Tick one)

Tenured ☐	**Limited Tenure** ☐	**Casual** ☐
Full Time ☐	Full Time ☐	
Proportional ☐	Proportional ☐	
Part Time ☐	Part time ☐	

Position (e.g. Tutor) _____

Teaching Discipline (e.g. Nursing) _____

Department _____

Date of commenced employment at Ara _____

Are you a fee paying member of a union at Ara Institute? _____

Contact Details
Work
Phone _____ Email _____ Room _____

Home
Address _____

Phone _____ Email _____

Declaration
I authorise AASC to deduct membership fees from my pay and to be my bargaining agent. I agree to be bound by the rules of AASC

Signed _____ Date _____

Please sign and return to the AASC Secretary at secretary@aasc.co.nz

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Section 1 - Tā te Kirimana Whānuitanga, Whakaritenga hoki | Coverage and Application of Agreement

BETWEEN	Ara Institute of Canterbury – ('Ara', 'employer')
AND	Ara Academic Staff of Canterbury (AASC)

1.1. Application of the Agreement

a) This agreement shall be imported into and form part of the individual conditions of employment of kaimahi bound by it.

b) The terms and conditions of employment contained within this Agreement are effective from 1 January 2026.

c) This Agreement may be varied by mutual agreement between the parties and proper ratification by AASC members.

d) Where the employer becomes aware of any situation that might have significant impact on the terms and conditions in the employment relationship, the employer will consult with those affected kaimahi and their representatives.

e) The section titles are for reference only and do not form the basis of interpreting the Agreement.

1.2. Coverage

a) This Agreement covers members of AASC who are employed by Ara in the following positions.

i. Academic Staff Member (ASM) of any grade
ii. Learning Facilitator
iii. Learning Advisor/Academic Specialist
iv. Kaimahi under a Special Condition Agreement (refer section 3)

b) Nothing in this Agreement applies to the Chief Executive, the Executive, Directors, Deans of Faculties, Portfolio Managers, other managers of specialist nature or deputy managers, or equivalent roles within any future Ara structure.

c) Where there is ambiguity or disagreement around whether a role falls within this coverage clause then the employer and AASC will in good faith jointly assess and agree whether the role is within coverage or not.

d) The terms and conditions set out in this Agreement can be passed on to other academic kaimahi effective from 1 July 2026.

Section 2 – Mahi I Roto I Te Kaupapa | Working in Partnership

2.1. The employer and AASC recognise the privilege and responsibility for both employing and representing a large number of academic kaimahi, including those members who are not within the Collective Agreement coverage clause. Ara is charged with reimagining vocational education and this same challenge is something that the employer and AASC wish to embrace in reimagining and establishing an enduring partnership to ensure the success and wellbeing of kaimahi.

2.2. To reflect this, the employer and AASC commit to the following partnership principles:

a) The employer recognises AASC as the authorised representative of AASC members.

b) Regular and open lines of communication and engagement for the purpose of keeping connected and discussing issues.

Section 3 – Ngā Whakamāramatanga | Definitions and Interpretation

Academic Staff Member	All kaimahi required to do some or all of the duties outlined in clause 6.3 including learning advisors/academic specialists
Duty	Refers to any time when kaimahi are required by the employer to perform their role
Duty day	Refers to a full day when the kaimahi is required to be on duty
Full Time Equivalent	Unit of measurement used to calculate the number of full time hours worked by all kaimahi
Kaimahi	A person employed in terms of the coverage clause
Team Leader of Learning Facilitators (TLLF)	A kaimahi employed to undertake specified senior responsibilities, which may include oversight of facilities and of other Learning Facilitators.
Lecturer	For the purpose of this collective agreement, the term Lecturer has been replaced with the term 'kaimahi'. For historical references only, the term 'lecturer' means any person employed in a teaching position within Ara in a full time or proportional capacity who undertakes the full range of duties in clause 6.4. The term Lecturer does not include Learning Advisors/Academic Specialists, Learning Facilitators, Facilitator/Team Leaders, part time or casual kamahi
Learning Advisor / Academic Specialist (LA/AS)	A kaimahi who is required to have and to use their skills and knowledge across the full range of academic activities including managing the teaching and learning process, professional education and research. The focus of or greatest requirement of time in these positions will be to undertake academic/educational activities outside the timetabled teaching environment. There is only a limited requirement by the employer for scheduled or directed teaching hours and as a guide this would generally be less than 50 hours per academic year.
Learning Facilitator	Kaimahi who enable teaching and learning for ākonga as set out in their job description. A Learning Facilitator may include a kaimahi where, for reasons of safety or other compliance requirements, that kaimahi is needed as an additional resource including (but not limited to): Reader/Writer or Notetaker or Disability Support.
PASM	Principal Academic Staff Member, a specific grade of tutor.
Professional	To do with or pertaining to the field of expertise or conduct of a kaimahi.
Proportional	A specified fraction of full time.
Research	Is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to degree qualifications and includes any relevant policy of the employer.
SASM	Senior Academic Staff Member, a specific grade of tutor.
Service	Continuous employment with Ara, Te Pūkenga or NZ correspondence institutes, community colleges and senior technical divisions, REAP community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Education Resource Centre, plus any other relevant service as may be agreed between the employer and the kaimahi at time of appointment.

	Service includes all periods of paid leave and parental leave and is not broken by but does not include approved leave without pay; or breaks of no more than three months between employment within the employer's service, including the prior polytechnic service. Continuous part time service shall be aggregated as full time equivalent service or a pro-rata basis
Teaching Day	Any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.
Timetabled Teaching Hour (TTH)	TTH means a period of one hour spent in timetabled class instruction and/or includes any timetabled hour of structured learning activity for which the kaimahi is responsible.
Scheduled Teaching Duties	Ara approved student contact through a variety of delivery programmes and methods
Special Condition Agreement	An agreement designed in consultation with the AASC Executive when it is demonstrated that the role needs tailored solutions.

Section 4 - Tikanga Kopounga | Terms of Appointment

4.1 Categories of Appointment

4.1.1 Full Time Kaimahi

All kaimahi working on a continuing basis and employed to perform full-time duties

4.1.2 Part Time Kaimahi

All kaimahi working on a continuing basis and employed to perform duties for not more than 80% of the full time equivalent role, except for Learning Facilitators, and paid on an hourly rate.

4.1.3 Proportional Kaimahi

All kaimahi working on a continuing basis and employed to perform duties less than the full time equivalent role.

4.1.4 Fixed Term Kaimahi

Kaimahi whose employment will end on a specified date or when a particular event occurs. The reasons for such employment must be genuine and based on reasonable grounds and will be set out in writing and agreed by all parties.

4.1.5 Casual Kaimahi

All kaimahi employed on an intermittent and irregular basis.

4.2 Academic Induction

4.2.1 An academic induction period of not exceeding 12 months applies to all kaimahi appointed to an ASM, SASM or PASM for the first time, including part time kaimahi. During this period:

a) The employer will use all reasonable endeavours to ensure the kaimahi has access to appropriate training and informal feedback; and

b) The kaimahi will engage with any agreed training in accordance with their good faith obligations.

4.2.2 During the academic induction period, the employer will provide to the kaimahi a written report on their performance at least once in the first 6 months of the academic induction period and at least twice in the first year of the academic induction period.

4.2.3 Where a kaimahi who has completed continuous service in a fixed term immediately prior to an appointment in a similar role to which the academic induction period applies, that kaimahi may request for a proportion of that term be attributed to the academic induction period. The maximum proportion that can be credited is 6 months. (refer 6.3.2 a (iii) regarding reduction in workload while on academic induction)

4.3 Terms of Employment

4.3.1 The good employer provisions of the Education and Training Act 2020 and the Public Service Act 2020 or any amendment or Act passed in substitution of these Acts shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of kaimahi.

4.3.2 The provisions of the Health and Safety at Work Act 2015 shall apply insofar as they relate to the working conditions of kaimahi. Wellbeing and Safety is covered in Section 11 of this Agreement.

4.3.3 All kaimahi and the employer agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of Ara and which are consistent with this Agreement.

4.3.4 A kaimahi employed into the role of ASM, PASM, or SASM is required to achieve an Ara recognised teaching qualification (approved by the employer). Such qualification must be achieved within three years of commencement of this Agreement or of appointment, whichever is the sooner. If the kaimahi is employed below .6 of a FTE, the **qualification must be achieved** within 5 years of date of this agreement or appointment. During this period:

a) The employer will use all **reasonable endeavours** to ensure the kaimahi has access to appropriate training and informal feedback; and

b) the kaimahi may be directed by the employer to use all their available training and professional development time to achieving this requirement and will engage with any directed/**agreed training in accordance** with their good faith obligations.

c) The employer agrees to consider extending this period for existing kaimahi, if a kaimahi is affected by the timing of the completion of the CEA.

4.4 Termination of Employment

4.4.1 For kaimahi other than Fixed-Term kaimahi, each party agrees to provide two months' notice in writing to terminate the employment relationship.

4.4.2 For fixed term kaimahi, notice will be deemed to be given at the time the appointment is accepted. Fixed term employment for a period greater than 6 months may be terminated with one month's written notice by either party.

4.4.3 Nothing in this clause shall prevent the employer from summarily dismissing the kaimahi for serious misconduct.

4.4.4 The employer reserves the right to pay kaimahi in lieu of notice.

4.4.5 Termination by Medical Incapacity or Redundancy are covered under Sections 12 and 13.

Section 5 – Taiutu - Utu ā-Tau me te Utu ā-Hāora | Remuneration – Salary and Hourly Rate

5.1 Salary Rates

5.1.1 Remuneration rates for all positions covered by this Agreement are set out in Schedule C. The application of Schedule C is explained below.

5.1.2 In exceptional circumstances, the parties may agree to different rates from those contained in Schedule C, provided that the agreed rate is more than those prescribed in Schedule C. This includes, and is not limited to, kaimahi who are not able to apply for progression within the Senior and Principal ASM grades under clause 7.6.1(a) due to the two-yearly review process but are performing beyond expectations for their role. No agreement under this clause is to be for the purpose of undermining the Career Progression clauses set out in this Agreement.

5.1.3 The employer may agree to a daily rate for Part-time and Casual kaimahi in circumstances where a minimum of 7 duty hours are required to be worked in one day by that kaimahi, provided that the daily rate is equal to, or more than, the entitlement prescribed in Schedule C.

5.2 Starting Salaries

5.2.1 The employer will assess and assign the kaimahi starting grade and remuneration in accordance with the relevant policy. This policy shall be reviewed and amended periodically by the employer in consultation with AASC.

5.2.2 Where the employer deems it necessary on an equitable basis to appoint a kaimahi at a rate of salary higher than that initially assessed, the difference between the actual salary paid and the assessed base salary on the grade shall be met by way of an allowance. This allowance may be abated (in consultation with AASC) by any subsequent salary increases (including promotion).

5.3 Payment of Salary

5.3.1 Salary and Wage payments are paid fortnightly by direct debit to the kaimahi current bank account.

5.3.2 Salary payments are calculated using a daily rate calculated at 1/260.714 of the annual salary rate for each working day or day of paid leave.

5.3.3 Payment for the holiday periods may combine more than one period.

5.4 Application of Salary Rates to Proportional or Part Time Positions.

5.4.1 Proportional Kaimahi

Salary shall be paid on a proportional basis, which will be arrived at by the following calculation:

Full time salary rate multiplied by the predetermined proportion of a full time position as specified in the position description and confirmed in the letter of appointment.

5.4.2 Part Time

a) Schedule C prescribes hourly rates for Part-time kaimahi. Where the hour of work involves TTH, the kaimahi will also be paid an agreed amount of additional paid work credited which shall not be less than 0.2 hours for each teaching hour (loading).

b) Where the kaimahi has agreed to a Daily Rate or other agreed rate, that rate is deemed to include loading.

c) In determining the amount of additional paid work to be credited for each teaching hour, the employer shall maintain an equitable workload which reflects that of full-time kaimahi undertaking the same or similar teaching duties.

d) Part time rates of pay do not include 8% holiday pay. Holiday pay will be paid in addition to the rates specified in Schedule C.

5.4.3 Casual Kaimahi

a) Schedule C prescribes hourly rates for Casual kaimahi. No loading is payable to casual kamahi.

b) Casual rates of pay do not include 8% holiday pay. Holiday pay will be paid in addition to the rates specified in Schedule C.

5.5 Acting in a Higher Position

5.5.1 Subject to the provisions of this section, a kaimahi who relieves for another kaimahi holding a position to which a higher salary is payable, shall be paid for the period which the kaimahi is relieving at a rate agreed between the employer and the kaimahi.

5.5.2 The kaimahi must perform the extra duties and undertake the responsibilities of the higher position for a period of at least five consecutive working days for a higher rate to be negotiated.

5.5.3 Leave periods, including special leave, shall not be counted as part of, nor deemed to interrupt the qualifying period specified in clause 5.5.2 of this clause if the kaimahi continues in the higher position immediately after the period of leave.

5.6 Salary Profile within the Employer

5.6.1 A profile of salaries paid to all kaimahi in terms of this Agreement is to be made available to AASC annually. The profile will list salaries paid to kaimahi by paid rate, by gender and by length of employment. Other information on salary profiles will not be unreasonably withheld. Where necessary, to protect individual privacy, information may be supplied in such manner as prevents identification of an individual.

Section 6 – Kawenga mahi | Workload

6.1 Intent

The allocation of workload is determined by the Workload Policy and the Workload Planning Guidelines and Principles. It is the intention of the parties that Section 6 of this agreement shall be interpreted in such a way so as to:

6.1.1 provide for the employer right, subject to 6.1.2, to allocate full annual workload as defined in clause 6.3.1 for any full time or proportional kaimahi.

6.1.2 allow the right of the kaimahi to dispute, in a safe environment, requests to assume responsibility for tasks over and above their agreed annual workload.

6.1.3 ensure that allocated workload is equitable, reasonable and safe.

6.2 Workload

6.2.1 The hours of work and annual workload shall be that which is reasonably required to adequately discharge the duties and responsibilities of the kaimahi position within the parameters of Section 6.

6.3 Annual Workload

6.3.1. a) The annual workload of an ASM, SASM or PASM, regardless of whether they are employed as a full time, part time, proportional or casual, may include:

i. scheduled teaching duties, and
ii. related teaching and teaching practice duties (see clause 6.4)
iii. associated institutionally required administrative and professional duties (including keeping up to date with IT requirements)
iv. scholarly activity; research activities; professional development (see clause 6.5)
v. other duties as specified in the kaimahi individual job description

6.3.2

a) A full time annual timetabled teaching (TTH) workload for ASM, SASM, and PASMs, is a maximum of 825 TTH performed within 220 duty days. The maximum of 825 TTH is not a mandatory level of TTH and TTH workloads must be assessed in accordance with clause 6.6.3. Noting this clause does not prevent the parties agreeing to up to an additional 60 hours of TTH in accordance with clause 6.3.2 (a) (i).

i. The parties may agree to an additional TTH of up to 60 hours (reduced on a pro rata basis for proportional kaimahi). Any request will be negotiated in good faith and any agreement reached will not compromise total workload
ii. Where approved leave, other than annual leave, or Public holidays, is taken, the annual TTH and duty days maximum shall be reduced on a pro rata basis.
iii. A kaimahi on academic induction may have a reduction of up to 0.2 of the maximum TTH, which would otherwise apply.

iv. Where programmes with exceptional delivery factors cannot be accommodated by the TTH maximum set out in this section, alternative arrangements for these programmes may be implemented with the agreement of the AASC Executive.

v. Notwithstanding clauses 6.3.2 (a) (i), (b) and (c) a kaimahi subject to that clause may be required to undertake TTH in an agreed emergency. The criteria for such "agreed emergencies" shall be as negotiated from time to time between the AASC Executive and the employer.

vi. A kaimahi with a special responsibilities allowance:
Where a kaimahi who is in receipt of a special responsibilities allowance as defined in clause 8.3 and has increased workload directly related to the special responsibilities undertaken under that clause, the maximum timetabled teaching hours, or the maximum hours of teaching duties for distance learning, shall be reduced by an amount determined by the employer and which is consistent with the kaimahi workload being maintained at an equitable and reasonable level.

b) A full time annual workload for Learning Facilitators is a maximum of 1376 TTH.

c) A full time annual workload for Facilitator Team Leaders is a maximum of 1100 TTH.

All kaimahi must also undertake attendant duties (such as those specified in clause 6.3.1.)

6.3.3 All kaimahi except Fixed Term, Part Time and Casual ASMs, SASMs, and PASMs, Learning Advisors/Academic Specialists and Learning Facilitators may be required to undertake professional development, scholarly activity and where appropriate, approved research activities as part of their annual workload in accordance with clause 6.3.1.

6.4 Related Teaching and Teaching Practice Duties

6.4.1 Related teaching and teaching practice duties may include:

a) course writing and related process;
b) preparation for scheduled teaching duties;
c) advisory committee participation (where required);
d) implementing changes required by the curriculum;
e) development of course related resources;
f) teaching and course-related administration;
g) student assessment including marking, moderation and reporting;
h) keeping assessment records and attending assessment meetings;
i) curriculum and programme meetings;
j) communicating with other kaimahi, students, on teaching and course-related matters;
k) professional guidance and support for students;
l) Any on-call requirement
m) kaimahi appraisal, valuable conversation or similar process and associated activities;
n) professional and curriculum related liaison and marketing with the community.

6.5 Scholarly Activity, Research and Professional Development

6.5.1 "Research" is as defined in section 3.

6.5.2 All parties recognise the importance of scholarly activity, approved research and professional development and the need for all kaimahi as specified in clause 6.3.1 to undertake these activities.

6.6 Allocation and Management of Workload

6.6.1 Determination of Workload

Workload shall be allocated between the employer or the delegated representative and the kaimahi as a part of the annual workplan for the next academic year. Where practicable, this will be recorded in writing prior to the beginning of the academic year.

6.6.2 Factors to be considered relevant to the allocation of workload and responsibilities will include recognition of the different expectations of ASM, SASM and PASM.

6.6.3 The following factors should be taken into consideration when the workload is allocated between the employer or the delegated representative and the kaimahi:

a) the nature of the courses being taught;
b) number of students in all classes to be taught by the kaimahi;
c) number of kaimahi involved in teaching each course (sole responsibility/ other kaimahi involved);
d) whether the course is being delivered for the first time;
e) the amount of setting-up or preparation required;
f) the range of courses within and/or between Programmes being taught by the kaimahi;
g) the scheduled teaching duties and the times at which these duties must be carried out;
h) induction and kaimahi skill development needs of the kaimahi;
i) the length of the courses being taught;
j) any institutional required administrative or professional duties required of the kaimahi;
k) the negotiated research outputs;
l) annual and any other leave entitlements; and
m) other activities of the kaimahi which are part of the kaimahi work but which fall outside the scheduled teaching duties, including professional development activities and related teaching and teaching practice duties and responsibilities which do not have a time-tabled component (refer clause 6.6);
n) recognition of leadership roles and responsibilities;
o) changing nature of work undertaken;
p) equity across programmes.

6.6.4 Changes to allocated workload

Subject to clauses 6.1, 6.3.2, 6.6 and 6.7.2 where an emergent function is identified or where the annual workload of a kaimahi is proving to be inequitable, unsafe or unreasonable, the agreed annual workload of a kaimahi will be adjusted in advance by agreement between the kaimahi and the employer through a workload review (see clause 6.6.6) and by using options, including the following:

a) reallocated workloads
b) reductions in workloads in anticipation of work
c) time-in-lieu (must take in the year accrued)

Any changes must be within the area of professional competence and expertise of the kaimahi and reasonable notice of the changes will be given.

6.6.5 Where there are issues that cannot be resolved between the employer and the kaimahi regarding allocation or changes to workload then the dispute provisions within the Workload Planning Guidelines and Principles and section 15 shall apply.

6.6.6 Workload Review

a) A workload review is to be undertaken annually or where an emergent function is identified or where the annual workload of a kaimahi is proving to be inequitable, unsafe or unreasonable
b) A workload review is to be undertaken in accordance with Ara processes and procedures including Health and Safety
c) Without limiting the considerations which need to be taken into account in a workload review, the review will include assessment of the following matters:
    i. the need to reallocate workload where it proves to be inequitable, unsafe, or unreasonable;
    ii. the kaimahi agreed performance indicators as they relate to the allocated teaching duties and responsibilities;
    iii. the kaimahi meeting of those performance indicators to date as well as any additional tasks/research which the kaimahi is undertaking either by agreement or by direction of the employer; and
    iv. the kaimahi access to professional development.
e) At the start of any workload review, the job description will be discussed, and should any agreed changes be identified these will be separately recorded in writing. Should this change require additional skills then in addition to any appropriate special responsibilities allowance, appropriate professional development (where applicable) will also be separately recorded in writing.
f) Workload review documentation may be used by the employer in assessing progression and promotion applications to the extent it may be used without breaching any other term of this agreement or any legal obligation of the employer.
g) The employer and AASC both recognise the importance of health and safety reporting and members of AASC and kaimahi agree to report any health and safety concerns
h) With the written consent of the kaimahi, the employer will notify AASC of any complaint by a kaimahi who is a member of AASC in relation to workload issues
i) The employer will publish every quarter a health and safety report covering the

trends in the health and safety performance of the employer and the measures being taken to improve performance (if any); the actions being taken to improve the understanding of health and safety risk across the organisation; and statistical information relation to all health and safety incidents including numbers of incidents, types of incidents and cases of incidents.

6.7 Hours of Work Parameters

6.7.1 The parties acknowledge the professional responsibility of kaimahi to discharge their employment duties subject to the following:

a) The operating time of Ara will be 8.00am-9.30pm, seven days per week.

b) A full time kaimahi hours of work shall be an average of 40 hours per week.

- For full time Academic kaimahi -36 of those 40 hours per week may be directed (duty) by the employer and the remaining 4 hours are self-directed
- For Learning Advisor/Academic Specialist, Learning facilitator/Team Leader, 37.5 hours of those 40 hours per week are directed(duty) by the employer and the remaining 2.5 hours are self-directed.

c) Learning Facilitators and Facilitator/Team Leaders may have specific hours rostered and weekend and evening work may be included.

d) A full time or proportional ASMs, SASMs, and PASMs or Learning Advisor/Academic Specialist may be required to undertake duty between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive provided that they may not be required to undertake duty for more than a total of eight hours a week after 5.00 pm or on more than two nights each week.

e) A full time or proportional ASMs, SASMs, and PASMs or Learning Advisor/Academic Specialist may consent to undertake duties after 5.00 pm in excess of those prescribed in 6.7.1(d).

f) A full time or proportional ASMs, SASMs, and PASMs or Learning Advisor/Academic Specialist may consent to undertake duties at weekends.

j) A full time or proportional ASMs, SASMs, and PASMs or Learning Advisor/Academic Specialist shall not be required to undertake duty on more than five consecutive days.

k) A full time or proportional ASMs, SASMs, and PASMs or Learning Advisor/Academic Specialist who is directed to work consistently at the weekend shall not be required to undertake duty on two consecutive days unless they choose to.

l) The Hours of Work parameters may be varied by agreement in writing with the kaimahi, AASC and Te Pūkenga.

6.7.2 Except for approved activities such as off-campus teaching, overnight stays on a marae and field trips, the following shall normally apply when undertaking scheduled teaching duties:

a) For full time and proportional kaimahi scheduled teaching duties shall not be required to be spread so as to take in more than 9 consecutive hours;

b) A full time or proportional kaimahi shall be entitled to a meal break of not less than 30 minutes and not more than one hour after each period of five continuous hours of work;

c) A full time or proportional kaimahi shall not be required to teach within 12 hours of completing teaching the previous day;

d) A full time or proportional kaimahi shall not be required to do more than 6 hours of scheduled teaching in any one day;

e) Travelling Time to Count Towards Duty Hours -
Hours spent travelling from a site on campus to a site either off campus or to another campus or where overnight accommodation is required, will be counted towards the hours of works as defined in clause 6.7.1 (b) to a maximum of 10 duty hours in any day.

6.7.3

a) For approved teaching activities supervising students and involving overnight stays including activities such as off-campus teaching, a visit to a marae and field trips, the kaimahi shall receive a half day of paid time in lieu for each 24-hour period off-site to a maximum of 2.5 days of time in lieu for any one such assignment.

b) Any leave under this clause must be taken within three months of the entitlement arising and is not to be cashed in or paid out under any circumstances.

6.8 Clinical Teaching Duties

6.8.1 Notwithstanding clause 6.7 of this Agreement a kaimahi engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8.00am and 5.00pm in any year.

6.9 Proportional Kaimahi

6.9.1 The maximum duty hours for a proportional kaimahi shall be a predetermined proportion, specified in the position description and confirmed in the letter of appointment, of the maximum duty hours for a full-time kaimahi as specified in clause 6.7.1 (b).

6.9.2 Proportional kaimahi shall have the proportion of the full time position predetermined and specified in the offer of employment. Workload will be allocated in accordance with the Workload Policy and the Workload Planning Guidelines and Principles.

6.9.3 Notwithstanding clauses 6.9.1 and 6.9.2, a proportional kaimahi may consent to work as a full-time kaimahi for part of the year provided the workload does not exceed the predetermined proportion of available duty days, specified in the advertisement. If the kaimahi employment is prematurely terminated, payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of full time.

6.10 Appraisal, Valuable Conversations, or Similar Process

6.10.1 Appraisals, valuable conversations or similar processes are managed by Ara under the relevant policy. Such processes must be aligned with:

a) the need to reallocate workload to ensure it is equitable, safe and reasonable;

b) the kaimahi completing, to agreed performance indicators, the allocated scheduled teaching duties and responsibilities within the agreed annual timeframe;

c) the progress of professional development and research activities in the annual work plan.

6.10.2 At the start of any appraisal, valuable conversation or similar process, the job description will be fully discussed and any changes must be agreed by both parties to the appraisal. Where there is a substantial change in a job description which requires additional skills then appropriate professional development will be agreed within the annual workload.

6.10.3 Nothing in this Agreement prevents the parties to such a process in engaging in a workload review as described in clause 6.6.6 in order to benefit the appraisal, valuable conversation or similar process.

Section 7 – Tātaitanga Aramahi | Career Progression

7.1 Statement of Intent:

7.1.1. The following provisions recognise the need for ASMs, SASMs, and PASMs to develop within their profession and, the employer recognition of acquired and demonstrated skills and attributes through advancement and remuneration.

7.1.2 Ara will recognise proficiency in Māturanga, Kaupapa and te reo Māori.

7.2 Advertising of Positions

7.2.1 Where a decision is made to fill a new permanent or vacant position on a permanent basis, the role will be advertised in an appropriate manner in accordance with the requirements of Sections 603 and 604 of the Education and Training Act 2020.

7.2.2 If the re-designation occurs as a result of surplus staffing the provisions of Section 13 will apply.

7.3 Progression within the ASM/SASM/PASM Grades

7.3.1. Full Time and Proportional ASM's salaries are paid on a ten-step scale. This Scale is found in Schedule C. The ten-step scale reflects the level ASM the kaimahi is at and milestone/achievements met within that level. There are four levels of ASM.

Level 1	(at or below Step 4)
Level 2	(between Step 5 and Step 8 inclusive)
Level 3	(Step 9 new)
Level 4	(Step 10 (previously step 11))

7.4 Movement between Levels One – Four

7.4.1 Kaimahi will move between levels sequentially once the criteria for movement are met. Accelerated increments (skipping a level) may be considered in exceptional circumstances in accordance with current delegations.

7.4.2 Salary steps within level one (and below level one) are used for the purposes of appointment only, progression occurs between levels, not steps within a level.

LEVEL ONE

a) an ASM appointed on an initial salary below step 4 shall move to level 1 on:

i. completion of academic induction where applicable or, if not applicable, satisfactory completion of an appraisal, valuable conversation or similar process AND

ii. satisfactory completion of any required training confirmed at appointment.

LEVEL TWO

b) an ASM on Level 1 or between Level 1 and 2 shall move to Level 2, which may include movement of more than one step, no later than two years after appointment to their current step, subject to meeting or demonstrating the following considerations:

i. has completed 30 credits of an Ara recognised level 5 qualification in teaching and learning which may include recognition of prior learning/experience as appropriate and as recognised as part of the qualification; AND

ii. completion of any other training identified as being required AND

iii. completion of a satisfactory appraisal, valuable conversation or similar process which includes the achievement of specified objectives and standards AND

iv. expected performance in all aspects of the factors characterising an ASM as specified in Schedule A.

v. if, after two years below Level 2, the kaimahi has not achieved one or more of the above criteria then movement to Level 2 will not occur however reconsideration of movement to Level 2 must occur no later than 12 months after the decision to defer movement is made.

vi. the exception to the application of the four criteria for movement to Level 2 is where the kaimahi has been unable to meet one or more of the criteria because of operational requirements placed on the kaimahi by their Manager. Where not meeting the criteria is as a result of this then the kaimahi will be entitled to movement to Level 2 and any of the criteria yet to be met must be achieved before movement to Level 3 is to occur.

LEVEL THREE

c) an ASM on Level 2 or between Level 2 and 3 shall move to level 3 on verification by the kaimahi Manager that the kaimahi continues to meet all the criteria for movement to Level 2 and:

i. completion of a satisfactory appraisal, valuable conversation or similar process in the last 12 months which includes the achievement of specified objectives and standards AND

ii. the course material being developed meets academic requirements and content is up to date AND

iii. the kaimahi can demonstrate involvement in Department and Ara marketing initiatives relevant to the sections/Departments in which work is undertaken AND

iv. the kaimahi has active involvement in Department and/or section projects AND

v. the kaimahi has effective relationships with stakeholders or is developing these

vi. student evaluations demonstrate effective teaching and learning AND

vii. where contribution to research is a job requirement for the kaimahi the contribution is to the level and standard required by the Manager AND

viii. professional development is evidenced as transferring to course and programme development and delivery.

Consideration for movement to Level 3 will occur no later than two years from the date of movement to Level 2. Where the criteria is not fully met because of operational requirements then the kaimahi will be entitled to movement to Level 3 and any of the criteria yet to be met must be achieved before movement to Level 4 is to occur.

LEVEL FOUR

d) an ASM on Level 3 shall move to level 4 on verification by the kaimahi Manager that the kaimahi continues to meet all the criteria for movement to Level 3 and the kaimahi:

i. is demonstrating consistently high achievement as an academic staff member as determined by the Manager AND

ii. represents the Department or Division at internal functions, events, committees and boards AND

iii. is pro-active in providing academic counselling to students AND

iv. has completed an appropriate level 5 Tertiary Teaching qualification.

7.5 Promotion Between Grades

7.5.1 Promotion between grades shall be by re-grading:

a) to Senior ASM on verification of the attainment and application of appropriate key skills and attributes.

b) to Principal ASM under Recruitment, Selection and Appointment of Staff policy.

7.5.2 The minimum salary increase shall be $4000.

7.6 Progression within the Senior and Principal ASM Grades

7.6.1

a) Kaimahi may apply for progression within the Senior and Principal ASM grades in any round two years after previous progression or promotion.

b) Progression is based on meeting criteria specified by the employer as relevant and which verifies significant professional practice as determined by the employer.

c) Where progression is approved a salary increase of $4,000 shall apply.

d) If there is less than $4,000 movement available before reaching the maximum amount for the grade, the increase shall be adjusted to reach the maximum and no further movement will apply.

e) Unsuccessful applicants for progression may reapply for progression in the year following the unsuccessful application.

7.7Part Time and Casual ASMs Incremental Progression

a) Any permanent or fixed term Part-time ASM shall receive an increment to the next salary step up to and including step 11 (Schedule C) on the Part Time salary scale upon completion of:
   i. 825 contact hours; AND
   ii. at least two modules of an Ara recognised level 5 qualification in teaching and learning, if the part-time ASM does not have an approved adult teaching qualification or equivalent;

b) No increments shall be paid to Casual kaimahi except where the kaimahi is also employed on a Part Time basis in which case any contact hours worked will count as TTH for the purposes of progression within the Part Time scale. In all other cases, the initial salary assessment will apply.

7.8 Merit Progression for Team Leader of Learning Facilitators (TLLF)

7.7.1 A further 5% of the base salary may be granted to Facilitator / Team Leaders when they have completed one year's service, are performing competently in all aspects of their jobs AND meet one or more of the following performance criteria:

a) Demonstrating superior customer service skills.

b) Demonstrating extra skills (either skill development or new skills) that are useful to Ara.

c) Making a positive contribution to enhancing the reputation of Campus Connect, the Department of Computing, or Ara.

d) Initiating or implementing improvements to systems within their control.

7.7.2 If granted, the additional 5% may be paid as a salary increase or a one-off payment. Base salary merit progression can only occur once. One-off payments may be made on more than one occasion in exceptional circumstances.

7.9 Learning Facilitator Remuneration

7.9.1 Learning Facilitators will be graded to the appropriate step on appointment in a transparent way, taking into consideration the requirements of the role and experience and qualifications of the kaimahi.

7.9.2 Any permanent or fixed term learning facilitator shall progress up the steps (to the merit bar) on completion of 1376 hours or after 3 years on their current step, whichever occurs first, and on sign-off by L300 manager that the other criteria in 7.9.4 are met.

7.9.3 A merit bar is in place for movement from steps 5-6. To move above the merit bar, a Level 5, Ara recognised teaching qualification, or equivalent, is required.

7.9.4 Criteria for movement:

- Participation in organisational processes such as the staff capability framework, peer review, appraisal, valuable conversations
- Evaluation and reflection on own practice in order to identify directions and strategies for improvement
- Feedback on performance from students, peers and Portfolio Manager is used constructively to identify own education
- Development time is planned, in negotiation with Manager and used to address needs in own professional development and organisational requirements as detailed in 7.9.5 below.
- Opportunities to maintain professional credibility and competence sought and taken.
- A collegial climate and sharing of practice is fostered
- Fluency in technologies developed
- Consistent engagement with Ara values, principles, policies, plans and strategic direction.

7.9.5 Professional development involves improving your individual practice through:

- Reflection and evaluation of practice
- Professional commitment
- Subject knowledge and expertise
- Institutional knowledge

7.10 Annual Funding for All Career Progression

7.10.1 An amount of 0.5% of the total base salaries for ASMs, SASMs, and PASMs and Learning Advisors/Academic Specialists covered by this Agreement will be put aside each year to fund merit progressions for these kaimahi. Merit progressions will include all salary movements, which are not required to be automatic by this Agreement.

Section 8 – Utu tāpui, Whakapaunga me ngā Takuhe | Allowances, Expenses and Grants

8.1 Employment Related Expenses

8.1.1 The parties agree that kaimahi should not have to incur personal costs as a result of the requirements of the employer under the circumstances described in this part of this Agreement.

8.1.2 The employer shall apply the provisions outlined below in accordance with the employer procedures.

8.2 Market Allowance

8.2.1 A market allowance may be paid on an annual or ongoing basis to reflect the ease or difficulty in retaining specific skills and/or experience for any given position. This allowance may be abated by any subsequent salary increases (including promotion).

8.2.2 Where after a period of 2 years application, an abating market allowance remains current, Ara agrees to conduct a review to consider whether any amendments are required. Any adjustment shall be at the sole discretion of Ara.

8.3 Special Responsibilities Allowance

8.3.1

a) A kaimahi who is required by the employer to undertake extraordinary responsibilities, which are over and above that normally expected of that role shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not more than 25% of the kaimahi base salary.

b) Where a kaimahi is in receipt of a special responsibilities allowance and there is a percentage salary increase to this Agreement's scale, the allowance will move at the same time and by the same percentage increase as applied to the salary scale effective from 1 January 2026.

c) A special responsibilities allowance will be paid for a fixed period. That period will be linked directly to the reason the allowance is payable.

8.3.2 The following conditions shall apply:

a) The granting of the allowance by the employer shall be communicated to the kaimahi in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.

b) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by either the employer or kaimahi by giving one month's notice in writing.

8.4 Travelling Allowance

8.4.1 Kaimahi required to travel as part of their duties shall be paid a travelling allowance as follows:

a) approved actual and reasonable accommodation and travel costs on proof of payment;

b) actual and reasonable meal costs;

c) an incidental allowance using agreed public service rates;

d) an allowance when staying privately of $32.57 per night.

8.5 Meal Allowances

8.5.1. When a full time or a proportional kaimahi required hours of duty span two meal breaks the kaimahi shall be paid one meal allowance of $13.50. The standard meal breaks shall be breakfast, lunch and dinner. Duty shall be deemed to span two meal breaks if it commences before one meal break and ends after another.

8.6 Tea Allowance

8.6.1 The employer shall provide tea, coffee and access to mini kitchen facilities to kaimahi.

8.7 Transport Allowances

8.7.1 A motor vehicle allowance shall be reimbursed to kaimahi required to use their own vehicles for official business. The rate per km will be in accordance with the Inland Revenue Motor Vehicle Reimbursement rates.

8.7.2 Kaimahi shall cover the cost of their own travel to and from the work base each day provided that where the work base may vary from time to time, the employer shall pay the difference between home and fixed base and home and variable base.

8.8 Relocation Expenses

8.8.1 Relocation expenses shall be paid when a permanent kaimahi normal place of work, within the employer, is moved to a location out of the local area and the kaimahi elects to relocate within 12 months of the change in workplace.

8.8.2 The kaimahi shall be paid actual and reasonable costs of relocation, such costs to include:

a) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
b) packaging, freight and storage of furniture and personal effects;
c) travel costs for the kaimahi immediate family and other dependent members of the household;
d) legal fees and land agents commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
e) any penalty attached to the early repayment of the mortgage.

8.8.3 Where relocation expenses are paid the maximum payment shall be $25,000.

8.8.4 In any case other than that specified in clause 8.8.1 a payment towards relocation expenses may be made by agreement at the time of making the appointment.

8.9 Reimbursements

8.9.1 Full reimbursement of actual and reasonable costs of the following activities that the employer requires of the kaimahi will be reimbursed upon application to the employer.

a) attend a course or conference
b) travel away for the employer's business or curriculum activities
c) subscribe to professional associations
d) or hold practising certificates or registrations (full time and proportional kaimahi only)

Approval for all claims will be given by the employer in advance of the attendance in accordance with clause 8.4.1.

8.9.2 Where the membership of a professional organisation is desirable and beneficial for both the organisation and the individual, the employer may pay a contribution towards organisation membership to a maximum of 50 per cent by agreement.

8.9.3 Loss or damage to personal property or clothing in the course of duty, provided that this is not the result of the kaimahi negligence or misconduct, and provided that, where appropriate, payment may be less than replacement cost.

8.9.4 Expenses incurred in attendance at approved meetings outside the normal hours of duty, which may be required of a full time or proportional kaimahi.

8.9.5 Temporary relocation of permanent or limited tenure kaimahi. In special circumstances e.g. rebuilding of a polytechnic, where the work location of kaimahi is temporarily relocated, kaimahi may be reimbursed for additional expenses incurred in this situation. Payment shall be on the basis of public transport.

8.9.6 Expenses incurred in caring for dependents. When a kaimahi attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by kaimahi in caring for dependents where the situation is such that the kaimahi cannot make alternative arrangements for the care of her/his dependents without incurring extra expenses.

8.10 Compassionate Grant on Death of Permanent Kaimahi

8.10.1 Upon the death of a permanent kaimahi, the employer shall pay to the next of kin an amount as follows:

a) For a kaimahi with 10 years' and under 20 years' service, one-twelfth of the annual salary

b) For a kaimahi with 20 years' service or more, one-eighth of the annual salary.

8.10.2 For the purpose of this clause, the term 'next of kin' means:
The spouse or partner of the deceased kaimahi, or where there is no surviving spouse or partner, any dependent relative of the deceased kaimahi. Where there is lack of clarity as to "next of kin" it shall be solely at the discretion of the employer to determine who the "next of kin" is for the purposes of this clause.

Section 9 – Kaupapa Whakangungu me te Whanaketanga Ngaiotanga | Training and Professional Development

9.1 Intent

9.1.1 The following provisions recognise the obligations of kaimahi to maintain and enhance their competencies both in their teaching areas and as educators, and the responsibility of the employer to ensure that those groups of kaimahi, specified in the following clauses, receive time and appropriate training and opportunities for professional development.

9.2 Training

9.2.1 Every permanent full-time and proportional ASM, SASM, and PASM shall complete, or have completed recognised teacher training for up to 12 weeks.

9.2.2 Appropriate training opportunities for fixed-term ASMs, SASMs, and PASMs shall be provided having regard for the length of their appointments.

9.2.3 ASMs, SASMs, and PASMs who gain entitlement to Professional Development time in the first two years of employment may be required by the employer to use up to five days of that entitlement to complete recognised teacher training.

9.3 Professional Development

9.3.1 Professional development is defined as courses or individual activities linked to the kaimahi job description, goals and objectives of the employer, and designed to increase the professional competence of the kaimahi within the parameters of the respective capability framework. Professional development includes employer identified compulsory learning.

9.4 Annual Entitlement Allocations

9.4.1 Permanent fulltime and proportional kaimahi shall be allocated fifteen duty days (pro-rata for proportional kaimahi) for professional development activities in each full year for which they are employed. Professional development allocations will be reduced on a pro rata basis for periods of employment of less than a full year.

9.4.2 Permanent part time ASMs, SASMs, and PASMs who work a minimum of 165 contact hours (TTH) per calendar year shall be entitled to apply for up to six (6) days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for contact hours of less than 660. The agreed time will be paid at the non-contact hourly rate.

9.4.3 Permanent part time Learning Facilitators and Facilitator Team Leaders who work a minimum of 250 contact hours per annum shall be entitled to apply for up to five (5) days for professional development activities in each full year for which they are employed, the entitlement is reduced on a pro rata basis for contact hours of less than 1376 for Learning Facilitators and 1100 contact hours for Facilitator Team Leaders. The agreed time will be paid at the ordinary hourly rate.

9.4.4 Entitlement to professional development for permanent part time kaimahi will be determined based on the contact hours worked in the previous calendar year.

9.5 Use of Entitlement Allocation

9.5.1 To be allocated a professional development entitlement, the kaimahi must seek the employer's approval:

a) submit to the employer a proposed programme of development activities which accounts for the allocated duty days. Proposals must provide adequate notice to the employer of the activities and also take into account the employer's business and operations requirements.

b) where a kaimahi proposed professional development activities occur in the kaimahi own time for the equivalent of the allocated duty days, then the kaimahi may use the allocated duty days at a mutually agreed time. Approval for the use of a duty day for this purpose will not be unreasonably withheld by the employer.

9.5.2 The employer agrees to not unreasonably withhold approval of professional development programmes.

9.5.3 The following activities shall be approved as part of a programme submitted in accordance with this section:

a) any activity which is designed to improve the teaching capability of a kaimahi (e.g. attending kaimahi development or training programmes sponsored or run by the employer or AASC);

b) any activity which aids the kaimahi in keeping up to date in their area of expertise or extends that area of expertise (e.g. undertaking work-related study);

c) any activity which enhances the effectiveness of the ASMs, SASMs, and PASMs as a tutor by fostering relations with industry/commerce.

d) any activity above in combination with research activities and/or attaining higher qualifications

9.5.4 If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the kaimahi may be required to undertake such duty as the employer directs for any part or all of the 15 days so affected.

9.6 Funding for Professional Development Activities

9.6.1 The employer will set up and maintain a professional development fund and contribute funding at $550 per equivalent full-time AASC kaimahi per year. From time to time higher levels of funds may be made available for allocating to PD, if deemed appropriate and when possible within the employer's financial ability. This money will be distributed to each department and pooled for the use of the department's AASC members only.

9.6.2 Professional development funding for permanent part time kaimahi will be allocated on a pro rata basis of $550 per full time equivalent. Full time equivalent is 825 contact hours for Part Time ASMs, SASMs, and PASMs, 1376 contact hours for Learning Facilitators and 1100 contact hours for Facilitator Team Leaders.

9.6.3 AASC members may apply within their department for contributions towards professional development costs associated with their core activities of teaching, research, and/or internal service.

9.6.4 Funding may be used for a range of profession-related costs such as course fees, conference attendance, membership fees and/or subscriptions. Priorities for funding awarded will be determined within the context of the employer's, division and departmental priorities, goals and objectives, in good faith.

9.6.5 Professional development days may be accumulated according to any conditions, which may be agreed between the employer and the kaimahi.

9.7 Academic Study Leave

This clause does **not** apply to Learning Facilitators, Team Leader of Learning Facilitators (TLLF), Part Time academic kaimahi, or kaimahi who remain entitled to discretionary leave.

9.7.1 Statement of Intent

The employer recognises the importance for academic kaimahi to pursue industrial and academic activities which both supports their development and is of benefit to the institution.

9.7.2 Availability of Academic Study Leave

Each year the employer, in consultation with AASC, shall allocate a pool of AASC Academic Study Leave for the following teaching year. This allocation shall be made in accordance with the provisions of Schedule B. The intention is that no kaimahi should be disadvantaged by limiting access to ASL type 1.

9.7.3 ACADEMIC STUDY LEAVE: TYPE ONE

Full time and proportional ASMs, SASMs, and PASMs shall be eligible to apply for the award of up to and including 20 weeks ASL upon meeting the service requirement of five years and where the purpose of the application is for industrial and academic activities which may include research.

Approval of Type 1 applications for ASL shall be undertaken by the relevant Director and relevant Dean of Faculty.

9.7.4 ACADEMIC STUDY LEAVE: TYPE TWO

ASMs, SASMs, and PASMs who are substantially involved in research as part of their agreed workload are eligible to apply for the award of up to 45 weeks ASL for research purposes on meeting the service requirement of seven years and demonstrating an appropriate research record.

Approval of Type 2 applications for ASL shall be undertaken by a panel set up by the employer in accordance with Schedule B and such panel will operate in equity and good faith.

Service as defined for the purposes of ASL is the time since appointment or since the date of return to work from any previous ASL awarded to that ASMs, SASMs, and PASMs.

ASL cannot be accumulated beyond the five or seven-year limit except in special circumstances approved by the employer. Where ASL is delayed by the employer for operational reasons, the kaimahi will not be disadvantaged. The period of delay will be attributed to the next eligibility of ASL.

9.8 Application for Academic Study Leave

9.8.1 Each such application shall include a proposal for the use of the Academic Study Leave. The proposal shall include a clear statement showing the ASL time required, intended benefits to the teaching or other job performance of the individual applying, the employer and possibly to industry and/or commerce, in the context of the applicable capability framework and the goals and objectives of the department and the employer. It shall also make provision for the nature and scale of the reporting of the outcomes of the Academic Study Leave.

9.8.2 The criteria for approval of an application for ASL shall include length and level of service since last ASL was taken, the potential benefits as outlined in the proposal, the competency of the individual in their performance of their existing duties, the individual's record of scholarly activity, and the competency of the individual to undertake the proposed activities.

9.8.3 Eligible kaimahi must apply for Academic study leave in the year prior to the proposed leave and before the cut-off date set by the employer.

9.9 Award of Academic Study Leave

9.9.1 Kaimahi applying for Type 1 ASL shall be awarded such ASL on application subject to them meeting the eligibility criteria and their application proposal being approved.

9.9.2 Kaimahi applying for Type 2 ASL shall be awarded such ASL if approved and subject to them meeting the eligibility criteria.

9.9.3 In respect of Type 2 ASL, the determination of successful applicants shall be made by the panel as described above, and the time awarded shall come from the contestable pool.

9.9.4 Where kaimahi are unsuccessful in their application for ASL, the reasons shall be provided to the kaimahi with sufficient detail to support future applications.

9.10 Bonding

9.10.1 Successful applicants for Type Two ASL shall be required to enter into a bond to ensure that the employer receives appropriate benefits from the ASL. The period of the bond, no greater than two years, shall normally be related to the term of the ASL and the actual course related costs to the employer in providing it. The value of the bond will be set off proportionately over the period of the bond.

9.11 Expenses

9.11.1 Assistance with expenses incurred in undertaking ASL may be considered by the employer by negotiation. The amount of such expenses shall be negotiated as part of each proposal for the granting of ASL.

Section 10 – Whakamatuatanga | Leave

10.1 The Leave Year

The employer's annual leave year is 1 February to 31 January.

10.2 Leave of Absence to Count as Days and/or Half-Days

a) Except for Part Time kaimahi, absence for any session (being a morning, afternoon or evening session) in one day shall count as absence for one half-day but absence for two or more sessions in one day shall count as absence for one day.

b) Part Time kaimahi shall have any absence deducted in whole days only.

10.3 Public Holidays

10.3.1 The following days shall be observed as whole day holidays, in addition to annual leave and discretionary leave, where applicable:

New Year's Day
The day after New Year's Day
Christmas Day
Boxing Day
Anzac Day
The Sovereign's birthday observance
Waitangi Day
Good Friday
Easter Monday
Easter Tuesday
The day appointed for the observance of the Anniversary Day of the province
Labour Day (the fourth Monday in October)
Matariki

10.4 Annual Leave Entitlements

10.4.1 Full time and proportional kaimahi shall be entitled to five weeks' annual leave each year to be taken in accordance with the Holidays Act 2003 and its amendments.

10.4.2 Part Time kaimahi shall be entitled to four weeks annual leave each year to be taken in accordance with the Holidays Act 2003 and its amendments.

10.4.3 Fixed Term kaimahi excluding part time kaimahi, will be entitled to five weeks' annual leave (10% p.a.) to be taken in accordance with the Holidays Act 2003 and its amendments.

10.4.4 Kaimahi who have been required to take annual leave between Christmas and New Year are now eligible to take the non-statutory days between Christmas and New Year as paid leave days. These leave days are not counted against annual leave if the employer is closed to kaimahi for that period.

10.4.5 Full time and proportional kaimahi are entitled to not less than four weeks of annual leave in one block. Any Public holidays which fall within that four week block may constitute part of the four week block but will not be forfeit as part of any statutory leave entitlement.

10.4.6 Within the above constraints the timing of annual leave shall be fixed having regard to the operational requirements of the employer, provided that such timing shall not prevent the kaimahi taking the leave entitlement in the current leave year.

10.4.7

a) Leave planners are to be submitted as soon as possible but no later than 31 March each year. Managers are required to provide approval or otherwise of the planned leave within four weeks of the planner being submitted. Once leave is approved it cannot be changed without the other party's agreement.

b) For approval to be given those kaimahi seeking approval to book leave more than one year in advance must plan to take that leave in term breaks. To avoid doubt,

the employer will not approve annual leave to be taken in term time unless exceptional circumstances exist.

10.4.8 Kaimahi may apply for approval to carry forward leave by negotiation with the employer.

10.4.9 Kaimahi may apply for approval to buy additional annual leave. The additional leave will be costed at 2% of the total gross annual remuneration, as at the time of the proposed additional leave, for each additional week of leave up to maximum of three weeks per annum. Any agreement shall be for a minimum of one year and a maximum of three years and be in writing signed by the employer and the kaimahi. Agreements must be signed prior to 1 February in the year the additional leave is to be taken. The kaimahi annual salary will be adjusted to reflect the agreement. All contractual leave must be taken prior to the approved additional annual leave.

10.5 Payment for Annual Leave

10.5.1 Payment for annual leave will occur in the normal pay cycle except where a kaimahi requests payment in advance. Where a request is made for payment in advance it must be in writing and provided to Payroll at least 14 days in advance of the leave being taken.

10.6 Special Leave without Pay

10.6.1 Except as specified elsewhere in this Agreement special leave without pay, not exceeding one year, may be granted to a kaimahi by the employer.

10.7 Sick Leave

10.7.1 Sick leave may be granted by the employer where either

a) the kaimahi is sick or injured; or
b) the kaimahi spouse or partner is sick or injured; or
c) a member of the kaimahi household or family is sick or injured and is dependent on the kaimahi.

10.7.2 Kaimahi will accrue the following entitlements for sick leave per year.

a) Full Time Permanent kaimahi
10 days on appointment and then another 10 days at 6 months service and for every 12 months service following. Sick leave entitlements can be accrued to a maximum of 90 days if appointed after 1 November 2006, or a maximum of 260 if appointed prior to 1 November 2006.

b) Part Time Permanent kaimahi
10 days on appointment and then another 10 days at 6 months service and for every 12 months service following. Sick leave entitlements can be accrued to a maximum of 90 days if appointed after 1 November 2006, or a maximum of 260 if appointed prior to 1 November 2006.

c) Proportional Permanent kaimahi
10 days on appointment and then another 10 days at 6 months service and for every 12 months service following. Sick leave entitlements can be accrued to a maximum of 90 days if appointed after 1 November 2006, or a maximum of 260 if appointed prior to 1 November 2006.

d) Fixed Term kaimahi

Fixed Term kaimahi will be eligible for 10 days' sick leave upon completion of 6 months' service and are entitled to a further 10 days sick leave in each subsequent 12 month period (where applicable). If the fixed term is for a period of 12 months (or more), then the kaimahi will be entitled to 10 days sick leave upon commencing service.

e) Casual kaimahi

Casual kaimahi will be paid sick leave in accordance with the provisions of the Holidays Act 2003.

10.7.3 In exceptional circumstances the employer may grant leave with pay in excess of the periods prescribed in the scale set out in clause 10.7.2 above in anticipation of future entitlements.

10.7.4 Approval for use of sick leave for illness or injury for someone other than the kaimahi is limited to that provided in the Holidays Act 2003.

10.7.5 The production of a medical certificate or other evidence may be required by the employer at the kaimahi cost where the kaimahi has been sick for a continuous period of more than 3 calendar days (including weekends). Otherwise the costs of the medical certificate will be at the cost of the employer.

10.7.6

a) Any kaimahi who becomes party to this Agreement and who has accumulated sick leave entitlement under any previous Agreement shall lose such entitlement and shall instead be entitled to sick leave calculated as if the sick leave provisions of this Agreement had been in force since the date the kaimahi commenced employment with the employer.

b) In calculating the entitlement specified in (a) deduction of sick leave taken since the kaimahi commenced employment shall occur.

10.8 Conversion of Annual Leave to Sick Leave

10.8.1 When sickness or injury occurs during annual leave the employer will permit the period of incapacity to be debited against sick leave provided a medical certificate is provided immediately on return to work, for the period claimed.

10.9 Disregarded Sick Leave

10.9.1 Full-time and proportional kaimahi may be eligible for paid sick leave without deduction from their annual or accrued sick leave entitlements in the following circumstances. If paid sick leave is approved without deduction, it will be considered 'disregarded sick leave'. Disregarded sick leave must not exceed an overall aggregate of two years.

a) Sickness Caused by Working Conditions:

Where the kaimahi suffers an illness or sickness directly attributable to the conditions or circumstances under which the full time or proportional ASMs, SASMs, and PASMs is working, or when a full time or proportional ASMs, SASMs, and PASMs contracts an illness through contact in the course of their duties and that illness is not covered by ACC, the kaimahi is eligible for disregarded sick leave.

10.10 Leave for Family Reasons

10.10.1 A permanent full time or proportional kaimahui may be granted leave for family reasons with or without pay in the following circumstances:

- Serious illness of a family member
- Marriage of a close relative
- Other important family occasions.

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

10.11 Bereavement/Tangihanga Leave

10.11.1 An kaimahi shall be granted special bereavement leave on pay, in accordance with legislation if the kaimahi would have worked the time in question as a part of their normal timetable, to discharge their obligations or pay their respects to a deceased person with whom they had a close association.

10.11.2 If a bereavement occurs while a kaimahi is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted as above. This provision will not apply if the kaimahi is on leave without pay.

10.11.3 In granting time off therefore, and for how long, the employer must administer these provisions in a culturally sensitive manner, taking into account the following points:

a) The closeness of the association between the kaimahi and the deceased (Note: this association need not be a blood relationship);

b) Whether the kaimahi has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;

c) The amount of time needed to discharge properly any responsibilities or obligations and at the discretion of the employer for reasonable travelling time if required;

d) Reasonable travelling time will be allowed, but for cases involving overseas travel that may not be the full period of travel;

e) A decision must be made as quickly as possible so that the kaimahi is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

10.11.4 If paid special leave is not appropriate then annual leave or leave without pay should be granted.

10.12 Parental Leave/Special Leave with Pay

10.12.1 Parental leave is provided in accordance with the Parental Leave and Employment Protection Act 1987. Parental leave refers to both Partners and Maternity Leave.

10.12.2 Kaimahi are entitled to parental leave in the following circumstances.

- In respect of every child born to them or their partner.
- In respect of every child up to and including five years of age, adopted by them or

their partner.

- Leave up to 52 weeks will be granted to kaimahi with at least one year of service. For those with less than one year's service, parental leave up to 26 weeks may be granted.

10.12.3 Where a kaimahi who is entitled to maternity leave or extended leave of up to twelve (12) months returns to duty before or at the expiration of the leave s/he qualifies for a payment equivalent to thirty (30) working days leave with pay, on the first day of returning to duty.

10.12.4 A kaimahi who is absent on maternity leave for less than six (6) weeks (thirty (30) working days) will receive that proportion of the payment provided in 10.12.3 above which their absence represents to thirty (30) working days.

10.12.5 A kaimahi who returns to work on a proportional basis qualifies for the payment provided in 10.12.3 or 10.12.4 above, as appropriate at the end of six (6) months service provided that they were previously employed on a full-time basis.

10.12.6 Subject to the provisions of 10.12.1 to 10.12.5 above parental leave may be granted for each birth or adoption that occurs whilst the kaimahi is employed in the Institute. It is not to be granted as sick leave on pay or sick leave without pay.

10.12.7 Annual leave due will not be required to be taken before the kaimahi proceeds on parental leave but may be held over and taken when the kaimahi returns to work. Payment for any annual leave taken in the 12 months after the return from parental leave will be calculated in accordance with s21(2) Holidays Act 2003.

10.12.8 An application for parental leave must be made at least three months before it is intended to commence such leave and must be supported by a certificate signed by a registered medical practitioner.

10.12.9 A kaimahi returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.

10.12.10 Kaimahi who do not take parental leave or partner's leave as specified in the Parental Leave and Employment Protection Act 1987, and are not eligible for the parental grant are entitled to elect to take one of the following options at the time of the birth or adoption of a baby:

a) two weeks' special leave with pay
b) one week of special paid leave and a lump sum equivalent to one week's pay at the time of taking the leave

10.12.11 Kaimahi who elect to take option (b) must attend work in the period for which a lump

sum is paid. Payment of the lump sum will occur in the next available pay period after evidence of the birth or adoption is provided to the employer. Kaimahi must choose the option one month in advance of the expected date of birth or adoption but it is recognised that for reasons outside of the kaimahi control there may be a need to change the option, notice must be given as soon as practicable if an option change is required.

10.12.12 Kaimahi who are taking parental leave and are eligible for the parental grant are not eligible for this leave or the lump sum.

10.13 Special Leave

10.13.1 Special leave of absence with or without pay may be granted to a kaimahi at the employer's discretion. Leave will not be unreasonably withheld in the following circumstances:

a) Cultural, community and sporting activities, involving national or provincial representation;

b) Educational activities pertaining to a permanent full time and proportional ASMs, SASMs, and PASMs work noting that:

i For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved;

ii Examination leave shall be on full pay;

c) Upgrading qualifications at the request of Te Pūkenga;

d) Marriage of the permanent full time and proportional ASMs, SASMs, and PASMs;

e) Involvement in recognised civil defence and search and rescue activities;

f) Attendance at meetings of recognised local authorities as a member.

10.14 Leave for Approved Statutory Authorities

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

a) a polytechnic council

b) a university council

c) NZ Qualifications Authority

d) NZITPQ Committee.

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

10.15 Leave for Union Business

10.15.1 The parties agree that elected AASC representatives will be allocated a total of 0.2 FTE for union business. AASC will determine how this time is allocated between representatives and advise Ara in writing by 01 February each year.

10.15.2 The employer shall provide trade union education leave in accordance with the entitlement specified in the Employment Relations Act 2000.

Section 11 – Hauora me te haumaru | Wellbeing and Safety

11.1 The employer is committed to ensuring that kaimahi perform their duties safely and in an environment that supports their physical and mental wellbeing and safety. The employer recognises there is potential for kaimahi to experience situations in the performance of their duties which may create a risk to their physical or mental safety and wellbeing. This will be demonstrated by enabling kaimahi participation in the development and management of safety and wellbeing systems, procedures and policies. This is consistent with the employer's obligations under the Health and Safety at Work Act 2015 as a Person Conducting a Business or Undertaking ("PCBU"), to ensure so far as is reasonably practicable, the health and safety of kaimahi within the work environment and to ensure that kaimahi are correctly and appropriately trained in health and safety procedures and practices.

11.2 The employer will ensure that kaimahi and the AASC have reasonable opportunities to participate in ongoing processes for the improvement of health and safety in the workplace. The employer supports and will facilitate the election of workplace health and safety representatives (HSRs) and their access to the necessary training to enable them to carry out their duties as an elected HSR.

11.3 The employer is committed to developing and maintaining wellbeing and safety processes and practices that:

a. Comply with relevant legislation, including the Health and Safety at Work Act 2015, the Education and Training Act 2020, and the Employment Relations Act 2000

b. Align to the employer's values of manawa nui (we reach out and welcome in), manawa roa (we learn and achieve together), and manawa ora (we strengthen and grow the whole person)

c. Align with the employer's charter, policies and procedures

d. Align with current, accepted good practice both generally and across the range of work that kaimahi perform

e. In meeting its obligation to provide a safe and healthy work environment, the employer will:

i. Where there is a requirement to wear specific protective clothing, provide kaimahi with sufficient, fit-for-purpose clothing and equipment which is necessary for the nature of the work performed. In relation to this:

- The employer will provide protective clothing and equipment at its cost or will reimburse kaimahi for reasonable and pre-approved expenses
- Protective equipment and clothing provided by the employer remain the property of the employer and must be returned when no longer required or the employment of the kaimahi ends
- It will be replaced on a fair wear and tear basis at the cost of the employer
- It will be laundered or cleaned at the employer's cost on a fair and

reasonable basis

ii. Monitor the risk of infection, disease or other ailments associated with particular jobs and meet the related costs such as but not limited to immunisation, where kaimahi are considered to be at a higher-than-normal risk of infection or adverse health effects arising from their work

f. Sick leave taken in the following circumstances will not be debited from the kaimahi sick leave entitlement:

g. Epidemic/Pandemic Disease – When an epidemic and/or pandemic is declared by the appropriate health authority, the sick leave of kaimahi who contract the disease or are otherwise negatively impacted by the disease (such as adverse reactions to preventative treatments such as vaccinations) will be treated as extraordinary paid leave.

h. Notifiable Infectious Diseases – when a kaimahi contracts an infectious disease, is exposed to an infectious disease or, has been in contact with a sufferer from an infectious disease and is thereby prevented by direction of the appropriate health authority from attending work onsite, leave will be treated as extraordinary paid leave. Safety equipment will be provided by the Employer in accordance with current standards provided for in the applicable Health and Safety regulations, statutes and their amendments.

Section 12 – Ngoikoretanga Hauora me te Whakamatuatanga | Medical Incapacity or Retirement

12.1 Incapacity

12.1.1 If, as a result of physical or mental incapacity, the kaimahi is unable to perform the duties of the position, the employer:

a) will consult with AASC on behalf of the kaimahi;

b) may require the kaimahi to undergo a medical examination, at the employer's expense, by a registered medical practitioner nominated by the employer, or if the kaimahi wishes, two registered medical practitioners, one nominated by the employer and the other by the kaimahi;

c) take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the kaimahi, and apply one or a combination of the following options:

- no further action under this clause
- redeployment
- proportional employment
- an agreed period of leave without pay up to one year
- terminate employment by giving two (2) months' written notice

12.1.2 Where employment may be terminated under this clause, the kaimahi will be entitled to remain in employment until their sick leave is used or to end their employment immediately and be paid all remaining sick leave.

12.2 Retirement

12.2.1 Provisions for the retirement of kaimahi shall be in accordance with the provisions of the employer's Retirement Policy.

Section 13 – Whakamutu mahi me te Hanga Hou | Redundancy and Restructuring

13.1 Consultation

13.1.1 In accordance with the principles contained within these clauses, the President of AASC will be notified by the employer:

a) At an early stage of any reviews of the whole, or part of the employer's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing kaimahi;

b) When there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of existing kaimahi. The employer will provide the union with an opportunity to be involved in any review. Should the review confirm a surplus staffing situation, individuals who might be affected shall be advised in writing of this and of their right to assistance from AASC.

13.2 Intent

13.2.1 The employer recognises the serious consequences that the loss of employment can have on individual kaimahi and seeks to minimise those consequences by means of this Agreement. These provisions apply to kaimahi who for all intents and purposes have an ongoing expectation of employment. They will not apply to kaimahi who have reached the expiry of a fixed term appointment.

13.3 Definition

13.3.1 A surplus staffing situation exists when as a result of reduction in funding, course demands, organisational changes or other identified factors the employer requires a reduction in the number of kaimahi.

13.4 Notification

13.4.1 When, as a result of the processes above, specific positions are identified as surplus the employershall advise the President of AASC and the kaimahi affected not less than two months prior to the date by which the surplus kaimahi are to be discharged. The date may be varied by agreement between the parties.

13.5 Options

13.5.1 The following are the options to be applied in kaimahi surplus situations:

a) attrition;

b) redeployments;

c) enhanced early retirement;

d) retraining;

e) severance.

12.5.2 The aim will be to minimise the use of severance. Where the other options are inappropriate to discharge the surplus the option of severance will be made available. Kaimahi who are offered a position within the Institute which is directly comparable to their existing position, which does not require a change in residential location, and who decline appointment, will not have access to severance.

13.6 Conditions Applying to Options

13.6.1 Attrition

Attrition means that as kaimahi leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively there may be a partial or complete freeze on recruiting new kaimahi or on promotions.

13.6.2 Redeployment

Kaimahi may be redeployed to a new job at the same or lower salary within the employer's business. The following conditions will apply:

a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the kaimahi at the rate paid in the old job at the time of redeployment. The salary can be preserved in the following ways, the employer having the right to decide which option is to be used:

   i. a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or

   ii. an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

b) Where the new job is at a location outside the local area, the kaimahi shall be entitled to relocation expenses as set out in clause 8.8 of this Agreement.

13.6.3 Enhanced Early Retirement

This option provides for a kaimahi to be paid the money available under the severance option. Kaimahi are eligible if they are within 10 years of reaching the age of eligibility for national superannuation and have 10 years (continuous) service. Enhanced early retirement may be made available at the discretion of the employer at any time to eligible kaimahi not declared surplus if they are replaced by a surplus kaimahi seeking redeployment or reassignment.

The total amount paid to a kaimahi under this provision shall not exceed the total salary (as defined in 13.6.5(a)) the kaimahi would have received between their actual retirement and the age of reaching eligibility for national superannuation.

13.6.4 Retraining

The employer, following application from the kaimahi, may offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the kaimahi prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may

be paid by the employer, shall not exceed 110% of the value of the severance payment to which the kaimahi would be entitled.

13.6.5 Severance

a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.

b) "Service" for the purposes of this clause is as defined in Section 2.

c) Payment will be made in accordance with the following:

i. 16 per cent of salary, or the appropriate portion of this amount, for the preceding 12 months shall be payable in lieu of any notice not worked regardless of length of service;

ii. 12 per cent of salary for the preceding 12 months, or part thereof for kaimahi with less than 12 months service; and

iii. 4 per cent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and

iv. where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.

d) In the event of a proportional severance being paid, the amount of the payment shall be a fraction of a full severance payment calculated in accordance with clause 13.6.5 (c). The fraction shall be the fraction by which the tutor's work has been reduced as defined in clause 13.7.3.

e) Outstanding annual and discretionary leave shall be cashed up separately.

13.7 Proportional Severance

13.7.1 The employer recognises that in some situations of redundancy it may be appropriate for proportional severance to be negotiated with one or more kaimahi.

13.7.2 The employera may enter into negotiations for payment of proportional severance.

13.7.3 Proportional severance will only be paid in the event that agreement is reached between the employer and the kaimahi.

13.8 Rights of Kaimahi Declared Surplus

13.8.1 Time off to Attend Interviews

The employer shall give kaimahi reasonable time off to attend interviews for alternative employment, subject to the operational requirements of the Institute.

13.8.2 Outplacement support

Where appropriate, the employer shall give affected kaimahi outplacement support to prepare a CV.

13.8.3 References

The employer shall supply a letter of reference to all surplus kaimahi.

13.8.4 Counselling

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

13.8.5 Kaimahi on Leave

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

13.8.6 Sale, transfer or lease of business

In accordance with Section 54(3)(a)(ii) of the Employment Relations Act 2000, the employer makes the following provisions for the rights of permanent kaimahi in the event of the contracting out of the work normally carried out by permanent kaimahi covered by this Agreement, the sale or transfer of all or part of the employer's business, or the redundancy of kaimahi positions as a result of any other genuine business decision of the employer.

For the purpose of this clause, redundancy shall not arise where the employer sells, transfers or leases the business or any part of it and the kaimahi transfers or accepts employment on substantially the same terms and conditions of employment.

Section 14 - Take kē | Miscellaneous

14.1 Inadvertent Omission and Errors

14.1.1 Any errors inadvertently made or matters omitted from this Agreement shall be the subject of further discussions between the parties, and may result in amendment(s) to this Agreement. This includes compliance with the ERA 2000.

14.2 Accident Compensation

14.2.1 The provisions of the Accident Compensation Act 2001 apply.

14.2.2 Sick Leave Entitlement Arising from Accident Compensation

a) A kaimahi sick leave entitlement under this Agreement shall not be used in respect of absence on work accident leave;

b) In respect of a non-work accident, leave with pay shall be:

c) A charge against sick leave entitlement for this first week and after the first week a proportionate charge against sick leave entitlement. Leave without pay shall be granted when sick leave entitlement has been exhausted.

14.3 Union Information

14.3.1 The employer, when requested in writing by the President of AASC, shall, within one month after the receipt of such request, supply to the union a list of the names, addresses and designation of all kaimahi party to this Agreement then in their employ (but such requests shall not be made to the employer at intervals shorter than six months).

14.3.2 The employer undertakes to provide the President of AASC with the names of new kaimahi who at the time of appointment have elected to become party to this Agreement.

14.4 Deduction of Union Fees

14.4.1 The employer shall arrange for the deduction of union subscriptions for all AASC members covered by this Agreement except in cases agreed to between the employer and the union.

14.4.2 The manner of deduction and of remittance shall be determined by agreement between the President of AASC and the employer.

14.5 Union Meetings

14.5.1 Subject to clauses 14.5.2 to 14.5.5, Ara shall allow every kaimahi covered by this Agreement to attend, on paid leave, two union meetings (each of a maximum of two hours' duration) with AASC in each year.

14.5.2 The union shall give the employer at least 14 days' notice of the date and time of any proposed union stop-work meeting to which clause 14.5.1 is to apply.

14.5.3 AASC will endeavour to ensure that the time of the proposed stop-work meeting will be set by negotiation between the employer and the union.

14.5.4 The union shall make such arrangements with the employer as may be necessary to ensure that the employer business is maintained during any union meeting including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.

14.5.5 Work shall resume as soon as practicable after the meeting.

14.5.6 AASC shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

14.6 Access to Workplaces

14.6.1 Designated officers, branch representatives or any Authorised salaried representatives of AASC are entitled to enter the workplace in accordance with the Employment Relations Act.

14.7 AASC President

14.7.1 The employer shall recognise the AASC President as the union representative in the Institute. Notice of the appointment of the President shall be given to the employer in writing.

14.8 Academic Freedom

14.8.1 Attention is drawn to the Education and Training Act 2020. The provisions of this Act insofar as they relate to kaimahi should apply including Section 267 on Academic Freedom.

14.9 Agreement Monitoring

14.9.1 Agreement Monitoring is established to deal with specific matters arising from this

agreement. Such matters will be addressed in accordance with Schedule D.

Section 15 – Ngā Tautohe me ngā Whakamau Whaiaro | Disputes and Personal Grievances

Refer to the employer's policies and the Employment Relations Act 2000 for the handling of complaints.

15.1 "Plain Language" explanation of services available for the resolution of Employment Relationship problems

15.1.1 An "employment relationship problem" is any problem relating to or arising out of our employment relationship. It includes personal grievances and disputes about the interpretation, application or operation of this agreement but does not include any problems relating to or arising from fixing new terms and conditions of employment (e.g. bargaining, agreement variation).

15.1.2 This clause sets out the procedure to be followed and services available to help us resolve any employment relationship problem that might arise between us during the term of this agreement.

15.1.3 Step 1 – the problem should be referred to the kaimahi Manager / Supervisor in the first instance in order that the problem can be dealt with speedily and effectively.

If the problem relates to a personal grievance (see definition below) the kaimahi (or their representative) must raise it by providing a written statement setting out:

a) the nature of the grievance
b) the facts relied upon, and
c) the remedy you seek to achieve

If for some reason the kaimahi does not wish to raise the problem with this person, the kaimahi (or their representative) can refer it instead to another Manager.

It is agreed that this process shall constitute "reasonable steps" for the purpose of s.114, Employment Relations Act 2000.

(Note: a personal grievance must be raised within 90 days (or in the case of sexual harassment, 12 months) of the action giving rise to it or coming to your attention whichever is the later – if you fail to do so we shall not be obliged to give the matter further consideration unless you make an application to the Employment Relations Authority for leave to raise it outside of this period).

Step 2 – if the problem is not resolved to the kaimahi satisfaction within 21 days of raising it, it may be referred by either of the parties –

a) to the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE -contact details are given later), or

b) the parties may agree to refer the matter to Arbitration or other alternative dispute resolution providers but if we do so it will not preclude the problem from being referred to the Mediation Service or Employment Relations Authority.

(Note: To help resolve employment relationship problems that cannot be satisfactorily dealt with at employer or management level, the MBIE provides a variety of mediation services. The MBIE has telephone, fax, internet and e-mail services where relevant information can be found or that indicates where relevant information can be found. The MBIE also publishes pamphlets, booklets, brochures and codes that may be of assistance. Where further help is needed, the MBIE has mediation specialists who will help find the best way to resolve a particular problem).

Step 3 – If settlement is not reached through mediation (or through any alternative agreed procedure), an application can be made to the Employment Authority which will resolve the matter if it is satisfied that we have first attempted to resolve the problem in good faith through mediation.

15.1.4 Personal Grievance means – any claim by a kaimahi against the kaimahi employer or former employer that the kaimahi has (in relation to the kaimahi employment) been – unjustifiably dismissed; unjustifiably disadvantaged with respect to conditions of employment; discriminated against on prohibited grounds; sexually harassed; racially harassed; subjected to duress in relation to membership or non-membership of a union or kaimahi association.

15.1.5 To contact the MBIE –

Telephone	**0800 20 90 20**
Email	**info@ers.dol.govt.nz**
Website	https://www.employment.govt.nz/resolving-problems/steps-to-resolve/personal-grievance/
Mediation services	**0800 20 90 20** (by referral)
Employment Relations Authority	**0800 20 90 20** (by referral)

15.2 Suspension of a Kaimahi

i. Where the employer considers allegations regarding kaimahi behaviour warrant it, the kaimahi concerned may be suspended either on pay or without pay.

ii. Prior to any proposed suspension the kaimahi concerned will be advised of their right to express their view on the suspension before it is implemented.

iii. Any period of suspension will be regularly reviewed, noting such suspension is to protect both the kaimahi concerned and the employer until it is ascertained whether there is any validity to the allegations.

iv. Suspension on pay may also occur in the case of a health and safety risk. Kaimahi will be consulted with and given the opportunity to seek advice prior to any decision being made on the proposed suspension.

Section 16 – Take whānui | General

16.1 Working Parties

16.1.1 The employer and AASC agree to set up working parties as required during the term of the Agreement.

16.1.2 The Working Parties shall comprise equal numbers of union and employer representatives and shall be no more than two of each although additional resources can be added on an as needed and as agreed basis.

16.1.3 Agreement reached by the Working Parties which impact on the Collective Agreement shall be subject to normal ratification processes as a variation to the current Agreement or, alternatively will be subject to ratification at the next Collective negotiations.

Schedule A – Factors Characterising ASMs, Senior ASMs, And Principal ASMs

These characteristics should be applied:

1 in the identification of Academic kaimahi positions
2 during academic induction period
3 for career progression
4 Part Time ASMs, SASMs, and PASMs are not required to undertake characteristics 7 and 8 set out in the ASM and SASM responsibilities.

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

ASMs

ASMs are expected to assume responsibility for the aspects of their own work identified below. In other areas ASMs should work under the guidance of Senior or Principal ASMs.

They should:

1 Be competent teachers.
- Be competent in their discipline/subject area
- Apply effective communication skills
- Select and apply teaching and/or learning strategies consistent with individual student learning needs
- Respond to feedback
- Implement programs for the assessment of student learning.

2 Recognise student learning difficulties and arrange for appropriate support.
3 Plan and implement programs for their own professional development.
4 Discharge administrative responsibilities integral to their teaching.
5 Support and contribute to the objectives, direction and operation of their section or department.
6 Practise within legislative obligations and the policy framework of the Institute.
7 Be able to contribute to the effective outcomes of /Department/Institute projects.
8 Participate in the broader professional and academic life of the Institute.

SENIOR ASMs

Senior ASMs are expected to take responsibility for the quality of their own outcomes insofar as these relate to the dimensions of practice identified below. They are also expected to be able to guide and support ASMs who are developing the identified skills and attributes, and to take responsibility for the quality of outcomes which exceed the responsibilities of the ASM position. The emphasis on these criteria will reflect institutional and professional priorities.

In addition to meeting ASM expectations Senior Academic Staff Members should demonstrate:

Cultural Intelligence / Equity
Teach and learn through culture rather than about culture
Co-construct agreed tikanga (protocol and etiquette) and learning Kaupapa (philosophy/approach) with learner groups
Understand and use strategies to develop rangatiratanga – ākonga agency and leadership

Digital Literacies and tools
Leverage technology and innovations to enhance the learning experience
Competent using a kete of digital platforms, tools, and technologies in ways that expand learning environments - Moodle tools (gradebook, assignments, course building) - Power BI
Wellbeing / Professionalism
Understand and use inquiry-based practice models to improve practice and develop a collaborative, collegial work environment.

Teaching and Learning (Ako)
Use a range of learner-centred learning and teaching practices that incorporate UDL and accessibility principles to meet diverse learner needs

Research
Develop research proposals, conduct research projects and disseminate findings/results.

PRINCIPAL ASMs

In addition to meeting ASM and SASM expectations, Principal Academic Staff Members should demonstrate:

Cultural Intelligence / Equity
Model promote and support the utilisation and inclusion of tikanga, te reo and mātauranga Māori in a range of operating contexts

Digital Literacies and tools
Competently use, and scaffold learners to use, a kete of digital platforms, tools, and technologies in ways that enhance learning experiences.

Wellbeing / Professionalism
Develop and improve leadership skills
Support newer kaiako through modelling effective teaching behaviours and providing professional feedback

Teaching and Learning (Ako)
Contribute to designing pedagogically sound blended courses that increases flexibility of access to learning for ākonga
Share processes and contribute to developing resources that contribute to equitable and culturally inclusive learning experience in a variety of environments (face to face, digital, work-integrated, workplace based)

Research
Lead research projects and mentor new researchers.

Schedule B – Academic Study Leave Process

AASC will meet with Executive or nominated delegate each year prior to the budget exercise to provide information to be considered for the budget for Academic Study Leave for the following year.

AASC will be provided with information regarding the allocation of ASL budget and approvals of ASL across the organisation from the previous year at least 2 weeks prior to this meeting.

Process

Step 1	All eligible kaimahi will be notified of their eligibility.
Step 2	Proposals will be prepared for both Type 1 and Type 2 ASL.
Step 3	Budget set.
Step 4	Type 1 proposals are considered by the relevant Director and Dean of Faculty.
Step 5	Panel set up to consider proposals for Type 2 ASL. The panel shall consist of up to four members. The panel can co-opt appropriate expertise onto the panel. This may include an external person(s).
Step 6	Kaimahi notified of results.

A published timeline to be made available to kaimahi each year no later than 31 May.

Schedule C – Fulltime and Proportional Academic Kaimahi

		1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27
ASM		Salary	Salary		
		$65,629	$68,254	$ 69,960	$ 71,709
		$69,426	$72,203	$ 74,008	$ 75,858
		$72,187	$75,075	$ 76,952	$ 78,876
	Level 1	$74,946	$77,944	$ 79,893	$ 81,890
		$77,708	$80,816	$ 82,836	$ 84,907
		$80,467	$83,686	$ 85,778	$ 87,922
		$83,225	$86,554	$ 88,718	$ 90,936
	Level 2	$85,983	$89,422	$ 91,658	$ 93,949
	Level 3	$90,124	$93,729	$ 96,072	$ 98,474
	Level 4	$94,265	$98,036	$ 100,487	$ 102,999
SASM	Minimum	$94,557	$98,339	$ 100,797	$ 103,317
	Maximum	$113,059	$117,581	$ 120,521	$ 123,534
PASM	Minimum	$104,042	$108,204	$ 110,909	$ 113,682
	Maximum	$123,604	$128,548	$ 131,762	$ 135,056

PART TIME AND CASUAL ACADEMIC KAIMAHI

	Step	Hourly Rate			
		1-Jan-24	1-Jan-25	1-Jan-26	1-Jan-27
ASM	1	$41.74	$43.41	$ 44.50	$ 45.61
	2	$44.21	$45.98	$ 47.13	$ 48.31
	3	$45.98	$47.82	$ 49.02	$ 50.25
	4	$47.78	$49.69	$ 50.93	$ 52.20
	5	$49.56	$51.54	$ 52.83	$ 54.15
	6	$51.33	$53.38	$ 54.71	$ 56.08
	7	$53.12	$55.24	$ 56.62	$ 58.04
	8	$54.91	$57.11	$ 58.54	$ 60.00
	9	$56.73	$59.00	$ 60.48	$ 61.99
	10	$58.49	$60.83	$ 62.35	$ 63.91
	11	$60.30	$62.71	$ 64.28	$ 65.89
SASM	Minimum	$60.30	$62.71	$ 64.28	$ 65.89
	Maximum	$72.21	$75.10	$ 76.98	$ 78.90

GENERAL NOTES:

1. Alternatively, a Daily Rate can be agreed to be paid as per clause 5.1.3.
2. The agreed hourly rate is able to be paid where the agreed rate for part time kaimahi includes a minimum 0.2 loading plus an hourly rate that is not any less than provided for in the hourly rate scale. For casual kaimahi, the agreed hourly rate must be a rate that is not any less than provided for in the hourly rate scale.

LEARNING FACILITATORS

Casual and Part time

Step	01 January 2026	01 January 2027
1	$28.12	$28.82
2	$30.41	$31.17
3	$33.12	$33.95
4	$35.62	$36.51
5	$38.12	$39.07
6	$40.61	$41.63
7	$43.12	$44.20
8	$45.61	$46.75

Fulltime and Proportional Team Leader of Learning Facilitators

	01 January 2026	01 January 2027
Minimum	$49,526	$50,764
Maximum	$72,276	$74,083

Schedule D – Agreement Monitoring

In the event that the parties to this Agreement are unable to agree on the interpretation or implementation of any clauses contained within this Agreement, either party may call a meeting for the specific purpose of resolving these issues and the other party agrees to attend any meeting called under this clause.

In meeting to resolve issues, the parties agree that:

a) Both parties will engage in discussions on a good faith basis. Good faith is wider in scope than the implied mutual obligations of trust and confidence; it requires the parties to be active and constructive in maintaining a productive relationship in which the parties are responsive and communicative.
b) Both parties will endeavour to reach a mutual understanding of the terms being disputed.
c) If the dispute cannot be resolved, either party may refer the matter for mediation through the appropriate Government Department where it may be concluded by a Mediator's decision if the parties agree.

Schedule E – Commitments arising from 2026 Bargaining

- The parties are committed to participating in an organisation review relating to processes for professional development time allocation and funding utilization. The review will consider key principles including relevance, timeliness, parity, link to workload (capacity), transparency, consistency and maximising value of PD. This process will be completed as soon as reasonably practicable.

- The parties are committed to participating in Ara's current workload allocation initiative recognising the importance of clauses 6.6 and 6.7 of the CEA. Engagement with AASC Executive will occur in good faith and relevant information shared to enable meaningful participation. This process should be completed as soon as reasonably practicable.

Schedule F – Signatories

The Chief Executive Officer of Ara and AASC undertake that this Collective Agreement will be administered in accordance with the true intent of its terms and provisions and will give to each other the fullest co-operation to the end that harmonious employment relations may be maintained.

Signed: _____ 5/10/26

For and on behalf of
Ara Institute of Canterbury (Ara)

Date

Signed: _____ 30 September 2026

For and on behalf of
Ara Academic Staff of Canterbury (AASC)

Date