



NEW ZEALAND TERTIARY EDUCATION UNION



ACADEMIC COLLECTIVE AGREEMENT

01 October 2021 – 31 December 2022

COLLECTIVE AGREEMENT CONTENTS

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PART 1 - COVERAGE AND PARTIES

1.1 COVERAGE OF THIS COLLECTIVE AGREEMENT

1.1.1 This Collective Agreement is made under the Employment Relations Act 2000 and shall be known as the Ara Institute of Canterbury TEU Academic Staff Collective Agreement.

1.1.2 This Collective Agreement covers persons employed in academic positions and as specified in Part 2 subclauses 2.1 ("Academic Staff Member"), 2.2 (Academic Specialist Position) and 2.16 ("Tutorial Assistant") of the Collective Agreement.

"Academic position" means any position requiring the knowledge and skills of teaching and learning, and the application and/or delivery of these in activities such as course and assessment design, assessment of teaching capabilities, assessment of student achievement or capabilities, education delivery.

1.1.3 This Agreement does not cover the Chief Executive, designated senior positions in terms of Section 74D of the State Sector Act 1988, Directors or Senior Managers whose level of authority and responsibility encompass management and academic leadership for a range of programmes, levels and disciplines that incorporate all of the following:

- Strategic planning;
- Financial management and accountability (GEG, capital, income, expenditure);
- Compliance with legislative and contractual requirements including People and Development functions;
- Management of staff, students, programmes and resources.

1.1.4 This Collective Employment Agreement shall be binding on:

- (i) The Chief Executive of Ara Institute of Canterbury
- (ii) The New Zealand Tertiary Education Union (TEU Te Hautū Kahurangi o Aotearoa)

hereinafter referred to as "the parties".

1.2 APPLICATION OF COLLECTIVE AGREEMENT

- (a) When a person is appointed to a position where the work to be done comes within the coverage clause of this Collective Agreement the employer will:
- (i) inform the employee that this Collective Agreement exists and covers the work to be done by the employee; and
 - (ii) refer to the electronic collective agreement on Ara Infoweb; and
 - (iii) inform the employee that he/she may join TEU, which is a party to this Collective Agreement. inform the employee how to contact TEU; and
 - (iv) inform the employee that if the employee joins TEU, the employee will be bound by the Collective Agreement unless the provisions of subclause 1.1.3 of this agreement apply.
- (b) Attention is drawn to Section 63, in particular subsection (3) of the Employment Relations Act 2000.
- (c) If the employee agrees, the employer will inform TEU as soon as practicable that the employee has accepted employment with the employer.
- (d) The employer shall not pass on to any non-union employee any salary increases or other improvements to terms and conditions agreed in this collective agreement for at least six months after the date they become effective for TEU members.

This provision shall apply to increases as from 1 October 2021 and 1 October 2022.

1.3 TERM OF COLLECTIVE AGREEMENT

This Collective Agreement takes effect on 01 October 2021 and expires on 31 December 2022.

1.4 CONSULTATION

- (a) The parties to this Agreement recognise that the employer has both the right and responsibility to manage, within the confines of legislation and this Collective Agreement.

- (b) Where matters arise which may have a significant impact on the terms and conditions of employment of employees, the employer will consult with those employees and, where requested, their representatives.
- (c) All Ara policies and procedures will be consistent with this Collective Agreement.

1.5 VARIATION OF COLLECTIVE AGREEMENT

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

1.6 RECOGNITION OF UNION AUTHORITY

The employer recognises TEU as the representative of all employees who come within the coverage of this Collective Agreement and who are members of TEU.

1.7 WORKING PARTIES

Ara and TEU agree to set up:

- (a) working parties upon receipt of a request to do so from either party to deal with as expeditiously as possible matters relating to:
 - (i) salaries and allowances paid by Ara to academic staff; and/or
 - (ii) conditions of employment of academic staff employed by Ara.
- (b) To examine and recommend how an employee party to this agreement gains the position, title and remuneration of a Principal Academic Staff Member (PASM). This term will include but not be limited to:
 - (i) the wording and impact of clauses in the agreement and in particular Parts 3& 4 as previously raised, excluding any changes that may be agreed as part of the current negotiations, and
 - (ii) the relevant/relative references to Schedule A.
- (c) The respective parties will be entitled to have a minimum of two maximum four representatives to form the working party. The employer representatives will be determined by the Chief Executive. The TEU representatives will be determined by the local TEU branch.
- (d) Any agreements reached by the working parties will be ratified by TEU members.

- (e) Time will be made available to TEU members to enable effective participation in the working parties.

1.8 INADVERTENT OMISSION

Should there be any inadvertent omissions in this Collective Agreement the parties agree that the parties covered will not be disadvantaged by such omissions.

PART 2 - INTERPRETATION AND GENERAL DEFINITIONS

2.1 “Academic Staff Member”

(ASM) means a person employed in a teaching position or a non-teaching academic position. The term ASM includes academic staff members, senior academic staff members (SASM) and principal academic staff members (PASM) unless it is used to refer to the basic salary grade. Terms such as Tutor and Lecturer are generic terms which can refer to Academic Staff Members.

2.2 “Academic Specialist Position (non-teaching academic staff member)”

means a non-teaching position requiring less than 50 timetabled teaching hours per year and significantly reflecting the criteria listed in Schedule D.

2.3 “ASM”

see “Academic Staff Member”.

2.4 “Casual”

positions refer to untenured positions paid on an hourly rate and worked on an irregular basis.

2.5 “Clinical Teaching”

means off-campus health science teaching involving patient care.

2.6 “Duty day”

means a day which is not approved leave, a holiday, a weekend day or a day in lieu of a weekend day.

2.7 “Part-time”

positions refer to tenured or limited tenured positions paid on an hourly rate.

2.8 “Polytechnic”

has the same meaning as defined in the Education Act 1989 and includes any other organisation engaged in the delivery of teaching/learning programmes for which the CE fulfils the role of employer.

2.9 “Proportional”

refers to a person employed for a specified fraction of fulltime.

2.10 “Research”

is as defined by the New Zealand Qualifications Authority and institutional policy.

2.11 "Service" means

- (a) (i) periods of continuous part-time service with the employer, which are aggregated to be the equivalent of full time TTHs for the purposes of this definition, and
- (ii) any other service the employer agrees to recognise at the time of appointment.

Employees who are covered by this agreement (by virtue of membership of TEU) as at 5 September 2013 who have been employed in any NZITP, REAP Community Education Centre or any organisation which is now a polytechnic or have service as a teacher or educator in any operation which has been absorbed in to the polytechnic sector will have that service recognised for the purposes of other entitlements in this collective agreement. Any employees joining this agreement after the above date will only have service at Ara recognised.

- (b) "Continuous service" for the purposes outlined above includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include any:
 - (i) approved leave without pay
 - (ii) breaks of not more than three months between employment within the polytechnic service.

2.12 "Teaching Day"

means any duty day on which teaching is timetabled or on which distance learning teaching duties are undertaken.

2.13 "Timetabled Teaching Hour"

means one hour spent in timetabled class instruction including any timetabled hour of structured learning activity for which the employee is responsible.

2.14 "TTH"

see "Timetabled Teaching Hour".

2.15 "Tutorial Assistant"

means a person who assists the learning process under the supervision of an ASM, SASM, PASM or Academic Specialist (NASM). The ASM, SASM, PASM or Academic Specialist (NASM) will delegate appropriate tasks provided that the day-to-day learning and teaching programmes, the assessment of the students' learning outcomes, and any development of course and curriculum content, remain the responsibility of the ASM. Schedule F applies to Tutorial Assistants employed in Computing for Free. With effect from 13 October 2008 positions designated as Reader/Writer or Notetaker or Disability Support will fall within the definition of Tutorial Assistant and need not work under the supervision of

an ASM, SASM, PASM or Academic Specialist (NASM). Workload restrictions applicable to other Tutorial Assistants do not apply to these positions.

PART 3 - TERMS OF APPOINTMENT

3.1 CATEGORIES OF APPOINTMENT

3.1.1 The categories of appointment are:

- (a) tenured – fulltime, proportional, or part-time
- (b) limited tenure – fulltime, proportional or part-time
- (c) casual (hourly paid/untenured)

3.1.2 Proportional appointments must be not less than 0.3 and not more than 0.8 of a fulltime position. Schedule D (4) defines the key difference between proportional and part-time positions.

3.1.3 Tenured part-time and limited tenure part-time appointments must not be more than 412 contact hours per year. Schedule D (4) defines the key difference between proportional and part-time positions.

3.1.4 Limited Tenure Appointments

- (a) Limited tenure appointments will be for a specified period of time.
- (b) Where a limited tenure appointment is made for the purposes of teaching a full year's workload that appointment shall be made for a period of 12 months of a full time or proportional employee.
- (c) The employer shall provide a reasonable preparation period prior to commencement and conclusion of teaching that is commensurate with the length and nature of the engagement of a full time or proportional employee.
- (d) An employee on probation who has not previously taught in the polytechnic sector shall not be required to undertake teaching duties in the first five days of duty.
- (e) Limited tenure appointments shall only be entered into for the following reasons:
 - (i) filling a vacancy pending an appointment
 - (ii) relieving for a tenured employee on approved leave
 - (iii) trialling new courses for a period not exceeding two years
 - (iv) undertaking finite projects for a period not exceeding two years.
 - (v) to match a period of contractual/targeted funding where the renewal of such funding is not subject to a regular cycle.

(vi) where other genuine operational requirements exist for the appointment of a limited tenure proportional employee. The parties to this Agreement will agree on what constitutes genuine operational requirements; such agreement shall not be unreasonably withheld.

The options under the surplus staffing provisions of this agreement will not apply at the conclusion of the specified term of limited tenure employment.

3.1.5 Casual appointments may be made where the work is on an irregular basis.

3.1.6 The employer will develop and review, in consultation with the Agreement Monitoring Committee, policies relating to conditions for part-time employees including:

- (a) equitable, reasonable and safe workload
- (b) expectations on accepting employment
- (c) career structure
- (d) accommodation
- (e) staff training provisions
- (f) salary review provisions
- (g) salary assessment procedures
- (h) determination of salary loading.

3.2 APPOINTMENT PROCEDURES

3.2.1 Advertising of Positions

- (a) New permanent positions and limited tenure positions for periods greater than one year's duration will be advertised in a manner to allow suitably qualified people to apply.
- (b) Notwithstanding clause 3.2.1(a) above, where the status of a position is changed to tenured and the position is substantially the same as those being performed by a non-tenured incumbent/s, the position need only be advertised internally.
- (c) Other Positions
Where the proportionality of a position is altered by agreement between the employer and the employee the incumbent will have automatic right to the position provided TEU is notified. If the re-designation occurs as a result of surplus staffing the provisions of Part 10 apply.

- (d) Where a position is made permanent and it is intended to appoint the incumbent, the employer need not advertise the position but should notify the local branch of TEU.

3.2.2 **Equal Opportunities**

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

3.2.3 **Probationary Period**

- (a) Employees appointed for the first time to a tenured or limited tenure position may be required to serve a probationary period of up to two years.
- (b) The employer may credit towards the employee's probationary period three to six months of any continuous service at a polytechnic.
- (c) The employer will give the employee a written report on her/his performance at the end of the first six months, at twelve months and prior to the completion of the probation period.
- (d) A probationary appointment may be terminated with one month's written notice by either party.
- (e) At the end of the probationary period the employer will terminate or confirm the appointment in writing.

3.3 **TERMINATION OF EMPLOYMENT**

3.3.1 **Notice of Resignation/Termination of Employment**

- (a) Tenured employment may be terminated with two months' written notice by either party.
- (b) Limited tenure or part-time employment may be terminated with two weeks' written notice by either party or at the end of the specified period of employment.
- (c) Nothing in this clause will remove from the employer the obligation to observe the principles set out in Clause 3.3.2 prior to applying any notice to an employee in the event of a termination of employment resulting from disciplinary action.

- (d) Notwithstanding the above any employee may be summarily dismissed for serious misconduct.

3.3.2 **Disciplinary Procedures for Employees**

In any disciplinary action the following steps will be observed:

- (a) The employee must be advised in writing of the specific problem and given reasonable opportunity to respond.
- (b) Before any substantive disciplinary action is taken, an appropriate investigation is to be undertaken by the employer.
- (c) The response of the employee must be considered before a decision is made.
- (d) The employee must, if advised of any improvement required, be given reasonable opportunity and assistance to change, and be advised of the consequences if the problem continues.
- (e) The notification of complaint and results of any action are to be recorded in writing, and sighted and signed by the employee as having been seen.
- (f) The employee must be advised by the employer of her/his right to request union assistance, and/or representation at any stage.

In the case of serious misconduct the employer may:

- (i) suspend with or without pay;
- (ii) place on other temporary duties; or
- (iii) dismiss without notice.

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

3.3.3 Incapacity

- (a) If, as a result of physical or mental incapacity, the employee is unable to perform the duties of the position, the employer will:
- (i) consult with TEU on behalf of the employee;
 - (ii) require the employee to undergo a medical examination, at the employer's expense, by a registered medical practitioner nominated by the employer, or if the employee wishes, two registered medical practitioners, one nominated by the employer and the other by the employee;
 - (iii) take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the employee, and apply one or a combination of the following options:
 - no further action under this clause
 - redeployment
 - proportional employment
 - an agreed period of leave without pay up to one year
 - terminate employment by giving two (2) months' written notice
- (b) Where employment may be terminated under this clause, the employee will be entitled to remain in employment until his/her sick leave is used or to end his/her employment immediately and be paid all remaining sick leave.
- (c) Whatever the outcome decided under this clause, all details shall remain confidential to the employer and employee, except where otherwise agreed by both the employer and employee.

3.4 MISCELLANEOUS TERMS

3.4.1 Academic Freedom

Attention is drawn to the Education and Training Act 2020. The provisions of this Act insofar as they relate to employees will apply, including Section 318 on Academic Freedom.

4.1 STATEMENT OF INTENT

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

4.2 SALARY RATES

4.2.1 Salaries

Employees will be paid at the appropriate rates set out in Schedule B and C.

4.2.2 Starting Salaries

- (a) The appropriate salary at the time of appointment will be determined following an assessment of a new employee's skills and attributes according to the Institute's starting salaries policy.
- (b) The employer may pay a market allowance over the assessed salary level (see subclause 4.4.1 below).

4.2.3 Proportional Positions

Salaries will be paid on a proportional basis as follows:

full time salary rate \times predetermined proportion of the position, to be confirmed in the letter of appointment.

4.2.4 Part-time Positions

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

4.3 SALARY PROGRESSION

4.3.1 Progression within the ASM Grade

(a) Increments

- (i) Subject to subclauses (b) (c) (d) and (e) of this clause tenured and limited tenured full time and proportional employees in the ASM Grade will move one step after each year of service until reaching the merit step.
- (ii) Any tenured or limited tenure part-time ASM shall receive an increment to the next salary step up to and including step 11 on the part-time salary scale upon completion of:
 - (a) 825 contact hours; and
 - (b) at least two modules of the Certificate of Teaching and Learning Tertiary (level5) (or equivalent), if the part time ASM does not have an approved adult teaching qualification or equivalent. A level 5 Tertiary Teaching and Learning Certificate must be completed within 5 years of this agreement or from the date of first appointment after 1 April 2016
- (iii) No increments will be paid to employees on probation.
- (iv) No increments shall be paid to casual employees except where the employee 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.

(b) Advanced Increments

- (i) A double or accelerated increment may be approved by the employer for:
 - meritorious performance
 - ensuring relativity within the Institute
 - retention.
- (ii) The new increment date is from the date of the advanced increment.

(c) **Withholding of Increments**

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

(d) **Progression for Full Time & Proportional ASMs and Academic Specialists from Step 10 to Step 11**

(i) There will be a bar to progression beyond step 10.

(ii) To progress to step 11 an ASM will need to have:

- completed 12 months on step 10
- completed probation and verified that the standards specified under ASM in Schedule C have continued to be met. The verification process will be undertaken by the appropriate manager and the staff member.
- used the professional development opportunities provided by clause 7.3
- completed tertiary teaching level 5 qualification (but in any event within three years of appointment

All ASM and Academic Specialists who meet these criteria will move to step 11.

(iii) Where an ASM or Academic Specialist has been prevented from complying with the last two criteria in (d) (ii) above by the employer's failure to make necessary provision according to this agreement, these criteria will not apply.

(e) **Appointment Salary**

Nothing in the above clauses should be read as preventing a new employee, in appropriate circumstances, from being appointed to any step within the ASM, SASM or PASM grades.

4.3.2 **Promotion between grades**

Promotion between grades will occur as follows:

(a) to SASM on verification of the attainment and application of the appropriate SASM skills and attributes set out in Schedule D.

- (b) to PASM under policies and procedures developed in accordance with Schedule A.

4.3.3 **Progression within SASM and PASM**

Progression within the SASM grade shall be by verification of professional practice set out in Schedule D.

Progression within the PASM grade will be in accordance with policies and procedures developed in Schedule A.

4.3.4 **Merit Progression**

- (a) The minimum salary increase shall be \$1,300.
- (b) Successful applications for promotion to SASM and progression within the SASM or PASM grades will attract an increase in remuneration at the time of promotion and again in the second and third years, both subject to verification from the employee's Director or delegate of continued performance as evident as at the time of promotion.
- (c) In the year following the promotion/progression outlined above, a payment of a minimum of \$1,300 will be made, and in the third year an amount equal to 50% of the second year payment will be made.
- (d) If there is less than \$1,300 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.

4.3.5 **Annual Funding For Merit Movement**

An amount of 0.5% of the total base salaries for employees covered by this agreement will be set aside each year to fund merit progressions for these staff. Merit progressions will include all salary movements which are not required to be automatic by this Agreement.

Progression from ASM step 10 (ten) to 11 (eleven) is funded outside of the 0.5% annual funding for merit movement.

4.4 SALARY ALLOWANCES

4.4.1 Market Salary Allowance

A recruitment or retention allowance may be paid on an annual or ongoing basis to reflect difficulty in recruiting or retaining specific skills and/or experience for any specified position. This allowance may be abated by salary increases including incremental progression and promotion.

4.4.2 Acting Higher Duties Salary Allowance

- (a) An employee who acts in a higher position will be paid a higher duties allowance at a rate agreed with the employer. To qualify for a higher duties allowance the employee must undertake the responsibilities of the position for at least five consecutive days. Approved leave will neither count towards nor interrupt the qualifying period.
- (b) The employee acting in a higher position will accrue leave at the higher salary (i.e. their base salary plus the higher duties allowance according to clause 6.3.7).

4.4.3 Special Responsibilities Salary Allowance

- (a) An employee required by the employer to undertake special responsibilities over and above those normally expected of an employee (as defined by the employer) will be paid an allowance. This allowance will reflect the nature of the responsibilities and must be at a rate of not less than \$1,250 per annum and no more than 20% of the employee's base salary.
- (b) The granting of any special responsibilities allowance will be confirmed in writing to the employee. The confirmation will define the responsibilities and the period for which the allowance will be paid. The allowance will be subject to annual review and will be terminated by the employer or the employee by giving one month's notice in writing.

4.5 PAYMENTS

4.5.1 Entitlement to Payment

Employees are entitled to payment for the full period employed.

4.5.2 Method of Payment

Employees will be paid fortnightly by lodgement to an employee's nominated bank account.

4.5.3 Payments for Salaried Employees

For salaried employees:

- (a) Salary will be paid on a fortnightly basis.
- (b) When employment ceases, the employee will receive payment for any Statutory Holidays immediately following and for any annual and discretionary leave due under clauses 6.3.3, 6.3.4 and 6.3.5

4.6 SALARY PROFILE WITHIN ARA

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

5.1 INTENT

The Employer recognises the importance of setting equitable, reasonable and safe workloads, both for the effectiveness of the Institute's operations and services and for the well-being of staff. The Workload Policy is referred to in Schedule E.

5.2 DETERMINATION OF WORKLOAD

Work allocation shall be through an open and transparent process, based on sound principles and informed by appropriate quantitative measures. Workload shall be allocated subject to sub-clause 5.3. An annual work plan will be recorded prior to the start of the academic year, except where this is not practicable.

5.3 WORKLOAD PRINCIPLES

The Employer is to ensure that employees are allocated a workload, which adheres to the following principles:

5.3.1 The workload must be equitable.

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

5.3.2 Total workload must be reasonable.

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

5.3.3 Total workload must be safe.

"Safe" means that work will be allocated to take all practicable steps to minimise physical or mental harm to staff and their students.

5.3.4 The employer must take into account all aspects of workload in the allocation of work including:

- (a) Timetabled teaching hours and all attendant duties including:
- preparation for lessons
 - routine administration and participation in Institute processes

- student assessment
 - ordinary student pastoral care and assistance
 - routine updating of courses and material
 - contribution to day-to-day maintenance of teaching areas
 - maintaining skills and professional currency
- (b) and all other relevant workload factors including:
- class size
 - course development requirements
 - assessment requirements
 - student support requirements
 - other demands of the teaching programme
 - experience and skill level of the employee
 - particular requirements related to open/distance learning
 - cultural requirements of Charter obligations
 - EEdO/EEO obligations of the organisation
 - the need for breaks from timetabled teaching throughout the year
 - participation in research projects as appropriate
 - teaching across a range of courses/programmes
 - rapidly changing disciplines
 - post-graduate supervision.
 - delivery methodology e.g. distance education, E-education
 - requirements to be on duty outside normal hours, for example, noho marae and field trips

A full annual workload will be deemed to be the maximum timetabled teaching hours for the relevant position, specified in Clause 5.4(a) below, plus attendant duties as above.

5.3.5 Partnership: Nohokotahitanga

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

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

- Acknowledgement that many Māori students may require exceptional pastoral care and assistance.

5.3.6 Recognition of Tikanga Maori and Te Reo Maori Skills

Where employees are called upon by the institution to use Tikanga Maori and Te Reo in circumstances outside their job requirements (please also refer to 5.3.5) and where such duties are above and beyond the normal requirements of the employee, the institution, in consultation with our Kaiarahi, may recognise such contributions either financially or otherwise and will ensure there is no workload burden on the employee.

5.4 **TIMETABLED TEACHING HOURS (TTH)** (refer definition Clause 2.14)

The following TTH maxima apply to fulltime staff (see Clause 5.7.1 for proportional staff) within these maxima, TTH will vary in recognition of different teaching activities and other workload factors.

- (a) per year i.e. 01 February to 31 January for:
- ASMs, SASMs, PAsMs 825 TTH
 - Tutorial Assistants 1000 TTH
 - Probationary ASMs 660 TTH
- (b) Those employees who have reduced entitlement to discretionary leave by virtue of leave bought out, or are not entitled to discretionary leave and therefore are available for work in that time can be directed to undertake all the duties relating to his or her position. This includes undertaking additional TTH of a maximum of 15 per week for each week of Discretionary Leave bought out.
- (c) per quarter (i.e. the year 01 February to 31 January divided into four equal periods), for:
- ASMs, SASMs, PAsMs 300 TTH
 - Tutorial Assistants 360 TTH
 - Probationary ASM and SASMs 240 TTH
- (d) the TTH maxima in (b) above will be reduced whenever a day of professional development time, approved leave, or a public holiday is taken as follows:
- ASMs, SASMs, PAsMs 4.5 TTH per day
 - Tutorial Assistants 5.5 TTH per day

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

- (e) Timetabled teaching for any employee will be spread over no more than 194 teaching days in the year except in the case of staff described in 5.4 (b) in which case timetabled teaching may be spread over no more than 204 teaching days in the year.
- (f) Where programmes with exceptional timing factors cannot be accommodated by the quarterly TTH maxima, alternative arrangements may be agreed with the Agreement Monitoring Committee.
- (g) For employees with increased workload because of special responsibilities referred to in clause 4.4.3, the maximum timetabled teaching hours or the maximum hours of teaching duties for distance learning will be reduced by an amount determined by the employer and which is consistent with the employees workload being maintained at an equitable and reasonable level.

5.5. HOURS OF WORK PARAMETERS

The following requirements apply for full-time employees (see clause 5.7.1 for proportional employees).

The parties acknowledge the professional responsibilities of employees to discharge their employment duties subject to the following:

- (a) **Weekly Hours of Work**
full-time employee's hours of work shall be an average of 40 per week.
- (b) **Weekly Duty Hours**
("Duty" refers to any time when an academic staff member is required by the employer to be on duty at the Institute or at another location.)
 - (i) An employee may be required to undertake duty each week between the hours of 8.00 a.m. and 9.30 p.m. Monday to Friday inclusive, and for a total of no more than:
 - 34 hours for ASMs, SASMs & PAsMs and Tutorial Assistants
 - 36 hours for ASMs, SASMs & PAsMs and Tutorial Assistants who consent, or who have agreed at the time of appointment, to this higher limit
 - 37.5 hours for Academic Specialist (NASM)

- (ii) Within the total hours set out in (i) above employees may be required to undertake duty for up to a total of eight hours a week after 5.00 p.m. and on no more than two nights each week.
- (iii) An employee may consent to undertake duties:
 - after 5.00 p.m. in excess of the provisions in (ii) above.
 - at weekends, provided that duty is spread over no more than five consecutive days except when it is part of an approved professional development programme under clause 7.

(c) **Daily Duty Hours**

An employee will:

- (i) be on duty for no more than eight hours in any day, except when
 - on field trips or approved off-campus teaching duties;
 - travelling in the course of duties, or on official business, when travelling time may be counted as duty up to a maximum of 10 total duty hours in one day;
- (ii) take a meal break of not less than 30 minutes and not more than one hour after each period of five hours of continuous duty.
- (iii) not undertake duty within 11 hours of completing duty on the previous day.

(d) **Exceptions for Clinical Teaching Duties**

Employees engaged in clinical teaching duties may be required to undertake such duties for up to 450 hours outside the hours of 8.00 a.m. and 5.00 p.m. in any year (01 February to 31 January).

(e) **Research Conditions**

Research is an important component of the institute's ability to deliver high level education and we are committed to ensuring a high profile for the Institute in the education sector. Research is part of the required academic endeavour in many programmes of study and particularly for staff teaching on Degrees. As such, research activity will be agreed within the context of the overall annual work plan, which will include a tangible reduction of other teaching and learning activity that is negotiated and recorded.

(f) **Noho Marae and Field Trips**

- (i) When an employee is staying on a noho marae visit or is on a field trip, TTH will be counted as it is normally, and duty time will be agreed between the employee and the employer prior to the trip.
- (ii) Where the visit or field trip is 24 hours (e.g. 8.00am Monday – 8.00am Tuesday) or more and is part of an approved programme, an employee shall be entitled to a day free of duty either immediately before or immediately following the visit or field trip.

5.6 FLEXIBLE LEARNING AND DISTRIBUTED LEARNING

- (a) Definition:
Electronic Education (E-Education) is education that is technology enhanced educational delivery, either at a distance or by students learning on site using stand-alone resources and using electronic media including e-mail, network base, and/or video and telecommunication and web-based multi-media formats.
- (b) Workload:
It is agreed that the design, development and delivery of E-Education has factors different from current traditional practice.
- (c) Training and Support:
Where a tutor is assigned a course or courses that are to be converted or designed for E-Education the tutor shall be provided with resources and training sufficient for the task.

5.7 WORKLOAD PROVISIONS FOR SPECIFIC TYPES OF POSITIONS

5.7.1 Proportional Employees

- (a) All TTH, weekly hours of work and duty hours maxima set out above will be reduced according to the pre-determined proportion of fulltime employment for a proportional employee.
- (b) Notwithstanding clause 5.4(a) a proportional employee may consent to work fulltime for a proportion of the year equal to the proportion for which they have been employed; provided that, if the employee's employment is prematurely terminated, payment will be made for the necessary number of additional days to bring the workload back to the pre-determined proportion of fulltime.

5.7.2 **Academic Specialist (NASM)**

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

5.8 **INTELLECTUAL PROPERTY**

An Intellectual Property Policy has been developed. It is agreed that the issues raised by TEU during the course of bargaining were taken into account.

6.1 LIMITATIONS OF LEAVE PROVISIONS

The following leave provisions do not apply to Part-Time employees unless specified.

6.2 LEAVE OF ABSENCE TO COUNT AS DAYS AND HALF-DAYS

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

6.3 LEAVE ON AN ANNUAL BASIS

6.3.1 The Leave Year

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

6.3.2 (a) Public and Institute Holidays

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

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

(b) Working on Public Holidays

- (i) If an employee is required to work in accordance with the provisions of this Collective Agreement on any part of a public holiday, they shall receive payment for the greater of -
 - (a) the portion of the employee's relevant daily pay (less any penal rates) that relates to the time actually worked on the day plus half that amount again; or
 - (b) the portion of the employee's relevant daily pay that relates to the time actually worked on the day.
- (ii) In sub-clause (i) (a) above 'penal rates' -
 - (a) means an identifiable additional amount that is payable to compensate the employee for working on a particular day of the week or a public holiday; but
 - (b) does not include, for example, any additional payment for a sixth or seventh day of work.

6.3.3 Annual Leave

Employees are entitled to five weeks of annual leave in each leave year to be taken subject to the following:

- (a) The timing of annual leave will be fixed having regard to the operational requirements of the Institute provided that the employee is not prevented from taking the leave entitlement in the current leave year.
- (b) Periods of leave to be taken not less than one day at a time.
- (c) Employees are entitled to one block of leave of at least four weeks.

Employees may apply for approval to carry forward leave of up to 10 working days, for up to one year.

6.3.4 Discretionary Leave

This clause applies to current employees as at 1 Feb 2012 and new employees after that date. Schedule B Salaries apply to these employees.

- (a) ASMs, SASMs and PASMs will be entitled to three weeks per leave year to be used at the employee's discretion, with the following exceptions:
 - (j) Up to three weeks in each of the first two years of employment for initial training.
 - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance

- inadequacies have been identified in the Institute's formal appraisal procedures; and
- (iii) two weeks of discretionary leave may be directed by the employer for the purposes of all aspects of the employee's position.
- (b) The Institute or employee may initiate a process to negotiate changes to discretionary leave conditions provided that:
- (i) the employee is advised that s/he is entitled to assistance from TEU prior to entering into the negotiations;
 - (ii) if the duties are for teaching, there will be a maximum of 15TTH per week and associated increase in teaching days;
 - (iii) every week of discretionary leave that is converted into duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the base salary;
 - (iv) discretionary leave converted pursuant to this process may be for a specified period of time or be permanent;
 - (v) any agreement under this section will be in writing and signed by both the employee and the employer.
- (c) Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational requirements of the polytechnic. Wherever practicable each employee shall be provided with a leave timetable by 31 March each year.
- (d) Periods of discretionary leave and annual leave may be continuous.
- (e) Discretionary Leave may be accumulated according to any conditions that have been agreed by the employer and the employee. Any agreement shall be for a maximum of two years, be in writing and will have a finishing date.
- (f) Discretionary leave will not apply to Academic Specialists or Tutorial Assistants.

6.3.5 Discretionary Leave for those who elected to grandparent Discretionary Leave as at 2 December 2011 and those transferring in ex Aoraki and grandparented DL is outlined in Schedule C.

6.3.6 Purchasing Additional Leave

Employees who are entitled to 6 weeks leave (annual/discretionary) per annum may apply to buy additional annual leave (by reducing their annual base salary by 2% per week) according to the following criteria:

- (a) The maximum buyout will be three weeks per annum;
- (b) The additional leave will be costed on an individual basis ensuring there is no disadvantage to the employee for each week of leave bought;
- (c) 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 employee;
- (d) Arrangements must be signed prior to 1 February in the year the additional leave is to be taken;
- (e) The employee's annual base salary will be adjusted to reflect the arrangement;
- (f) All contractual leave must be taken prior to the additional annual leave.

6.3.7 Leave Timetable

Each employee will be provided with a leave timetable by 31 March each year which will set out planned periods of leave. Periods of discretionary leave and annual leave may be continuous.

6.3.8 Calculation of Annual and Discretionary Leave Taken

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

6.3.9 Annual and Discretionary Leave for Employees with Short Service

- (a) Where an ASM, SASM or PASM has served less than 12 months and has a reduction in discretionary leave or has no discretionary leave entitlement, the leave calculation will be reduced according to the appropriate ratio below:
 - (i) Five weeks' leave entitlement: (i.e.no discretionary leave) **10** percent of the period worked less any leave taken

- (ii) Six weeks' leave entitlement : (i.e. five weeks' annual leave and one week's discretionary leave) **12** percent of the period worked less any leave taken
 - (iii) Seven weeks' leave entitlement: (i.e. five weeks' annual leave and two weeks' discretionary leave) 14 percent of the period worked less any leave taken
 - (iv) Eight weeks' leave entitlement: (i.e. five weeks' annual leave and three weeks' discretionary leave) **16** percent of the period worked less any leave taken
- (b) Employees with short service who have insufficient accrued leave will be able to take leave in advance to cover the period when the Institute is officially closed between Christmas and New Year.

6.3.10 Leave and Holiday Pay for Part Time Employees

- (a) Tenured Part Time employees will be provided with leave and paid holiday pay in accordance with the Holidays Act 2003 and its Amendments.
- (b) Tenured Part Time employees are required to take their annual leave entitlement in term breaks between the beginning of February and the end of November each year unless required to work in those periods.
- (c) Tenured Part Time employees are not required to work in term breaks unless an individual arrangement has been entered into to vary this condition. Non work periods over term breaks are unpaid; do not interrupt or break service; and are not leave without pay.
- (d) Holiday pay for limited tenure Part-Time and casual employees will be paid in accordance with the Holidays Act 2003 and its Amendments.
- (e) Payment for public holidays will be made only if the employee would have worked the day in question as part of their normal timetable.

6.3.11 Employees will be paid for annual leave in the normal pay cycle in which their annual leave is taken.

6.3.12 Sabbatical Leave

- (a) **Statement of intent**
 - (i) It is recognised by Ara that it is important for the well-being of Ara that academic staff involved in research have the opportunity for extended periods of research. Sabbatical leave is available to staff who teach on degree programmes and who undertake research

activities and is a competitive process. The maximum amount of sabbatical leave that can be accrued is 52 weeks.

- (ii) Preference will be given to applications from employees who have been declined in previous years and who have reapplied, if the new application is of equal merit to that of a first time applicant.

(b) **Duration of sabbatical**

20 weeks after five years' service (excluding leave)

52 weeks after seven years' service (inclusive of leave entitlement).

Tutors who are involved in research as part of their workload are eligible to apply for sabbatical on meeting the service requirements and demonstrating an appropriate research record.

A published timeline to be made available to staff each year no later than 31 March for application for the following year. Each such application shall include a proposal for the use of academic study leave. The sabbatical proposal must include a clear statement of the time required, the intended benefits to the teaching or research of the individual applying, and the benefits to Ara or the wider community.

The criteria for approval of a proposal shall include the individual's record of research activity, the competence of the individual to undertake the proposed activity, length and level of service since last sabbatical, and the potential benefits as outlined in the proposal.

(c) **Award of Sabbatical**

The panel shall consist of nominated delegate of the CE, Director or delegate and TEU representative. The panel can co-opt expertise onto the panel. This may include an external person(s).

Assistance with expenses incurred in undertaking sabbatical shall be considered by Ara in negotiation with the applicant.

(d) **Bonding**

Successful applicants for sabbaticals will be bonded to Ara for a period and with terms negotiated with the individual. The period of the bond, to a maximum of two years, shall normally be related to the term of the sabbatical and the costs to Ara in providing it.

6.4 SICK LEAVE

6.4.1 Sick Leave Entitlement

- (a) Each tenured employee will be entitled to paid sick leave in accordance with the clauses below, reduced by the number of days already taken during the tenured employee's service.
- (b) All tenured employees appointed on or after 02 March 1999 will be entitled to 10 days' sick leave on appointment.
- (c) The tenured employee's entitlement will then be increased by five days every six months thereafter. After fifty increments of five days have been made, the increments will cease and the total entitlement will remain at 260 days less the total amount of sick leave with pay that the tenured employee has already taken during his/her service.
- (d) Tenured employees appointed before 02 March 1999:
 - (i) Those tenured employees with accrued sick leave in excess of 260 days as at 02 March 1999 will retain their current entitlement.
 - (ii) Those tenured employees with accrued sick leave of less than 260 days as at 02 March 1999 will retain their current entitlement and commence accruing five days of sick leave per six months from their next anniversary or half-yearly anniversary date, accruing to a maximum of 260 days in accordance with clause 6.4.1(c).
 - (iii) Those tenured employees who have no accrued sick leave as at 02 March 1999 will be entitled to five days' sick leave until their next anniversary of appointment and will then accrue leave in accordance with clause 6.4.1(c).
- (e) Any public or Institute holiday which occurs within an unbroken sick leave period is not counted for the purposes of calculating sick leave.
- (f) In exceptional circumstances the employer may grant leave with pay in excess of the entitlement in (c) and (d) above in anticipation of future entitlements.
- (g) A tenured employee who works five days a week will have a maximum of five days' sick leave deducted for a week of absence.

- (h) 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.
- (i) Sick leave for casual employees will be paid in accordance with the Holidays Act 2003 and Amendments.
- (j) For part-time and casual employees sick leave is deducted in whole days irrespective of the number of hours rostered to be worked on that day.

6.4.2 **Accident Compensation**

Sick Leave Entitlement Arising from Accident Compensation

- (a) An employee's sick leave entitlement under this agreement will not be used in respect of absence on work accident leave.
- (b) In respect of a non-work accident, leave with pay will be:
 - (i) a charge against sick leave entitlement for the first week;
 - (ii) and thereafter a proportionate charge against sick leave entitlement;
 - (iii) leave without pay will be granted when sick leave entitlement has been exhausted.

6.4.3 **Leave for Sickness in the Home**

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

6.4.4 **Extraordinary Sick Leave**

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

- (a) Epidemic Disease - When an epidemic is declared by the appropriate health authority, the sick leave of employees who contract the disease will be treated as extraordinary.
- (b) Notifiable Infectious Diseases - When an employee contracts an infectious disease or has been in contact with a sufferer from an

infectious disease and is thereby prevented by direction of the appropriate health authority from attending Ara, leave will be treated as extraordinary.

Where ACC or Employer's insurance declines to accept liability for illness directly attributable to working conditions, the employer may approve the disregarding of sick leave.

6.5 SPECIAL LEAVE

6.5.1 Special Leave without Pay

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

6.5.2 Leave for Family Reasons

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

- (a) Serious illness of a family member;
- (b) Marriage of a close relative;
- (c) Other important family occasions.

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

6.5.3 Bereavement/Tangihanga Leave

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

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

- (a) The closeness of the association between the employee and the deceased (Note: this association need not be a blood relationship);
- (b) Whether the employee has to take significant responsibility for any or all of the arrangements to do with the ceremonies resulting from the death;

- (c) The amount of time needed to discharge properly any responsibilities or obligations;
- (d) Reasonable travelling time should be allowed, but for cases involving overseas travel that may not be the full period of travel.

A decision on a bereavement leave application will be made as quickly as possible. Approval may be given retrospectively where the circumstances would have reasonably prevented prior application. If paid special leave is not appropriate then annual leave or leave without pay will be granted, but as a last resort.

6.5.4 **Parental Leave**

Parental leave may be taken by both women and men following the confirmation of pregnancy or adoption of a child under five years of age. Under this agreement, parental leave includes both unpaid and paid leave and is available to both partners.

Parental leave also includes leave taken to care for a new family member who is adopted, during the child's first year of life with the adoptive family. Adoption shall include whaangai, tama fai, or informal adoption of children.

(a) **Notice required to take parental leave:**

- (i) An employee intending to take parental leave is required to give at least three months' notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the date of delivery;
- (ii) Except that leave for a pregnant woman may commence at any time during pregnancy, subject to the employee giving the employer one month's notice in writing supported by documentation from a doctor or midwife. A shorter period of notice will be accepted on the recommendation of a medical practitioner; and
- (iii) An employee intending to either legally adopt or whaangai a child (subject to satisfactory evidence) is entitled to parental leave during the child's first year with the new family. In the case of adoption, the requirement of one month's notice does not apply.

(b) **Duration of leave:**

The length of entitlement to parental leave from the date of confirmation of pregnancy or date of assuming responsibility for the child is:

- (i) for a tenured or limited tenure employee with 12 months' or more service, 12 months' parental leave from the date of confirmation of pregnancy/date of assuming responsibility;
- (ii) for a tenured or limited tenure employee with less than 12 months' service the entitlement is six months' parental leave from the date of confirmation of pregnancy//date of assuming responsibility, but up to six months' additional leave may be granted at the discretion of the employer.

(c) **Return to work:**

An employee must give the employer at least one month's notice before parental leave expires if they are not intending to return to work. When an employee suffers a miscarriage or stillbirth, or an adoption becomes null and void, a request to return early to work shall be granted. Should an employee wish to return to work early for other personal reasons, agreement shall not be unreasonably withheld.

An employee returning from a period of parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave.

The Institute will give due consideration to an employee's request for a reduction of hours for a period of time to be negotiated with the employee after the return from a period of parental leave.

Breastfeeding women shall have the right to attend to their child's feeding needs.

(d) **Parental Grant**

Upon return to work, a maternity grant will be payable to an entitled employee subject to satisfactory evidence of the birth of the child (whether live or stillborn) or on production of an approved adoption placement.

The grant will be of six weeks' full salary as at the date of return. Receipt of salary will not affect the payment of the full grant.

In the case of a male employee a parental grant shall be payable provided that the employee was the primary caregiver during his leave of absence and the employee's partner is not in the employment of the Institute and claiming any parental grant.

Only one grant shall be payable per family if both parents are in the employ of Ara at the time of the birth or adoption.

(e) **Sick leave during pregnancy**

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

(f) **Annual leave**

Annual leave due will not be required to be taken before the employee proceeds on parental leave, but may be held over and taken when the employee returns to work.

(g) **Paid parental leave**

Paid parental leave shall be paid in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 and its subsequent amendments.

(h) **Paternity Leave**

Where a male employee is not taking parental leave and accessing the parental grant, up to ten days' paid paternity leave may be taken by a male employee at the time of birth or adoption.

6.5.5 **Parental Leave for Male Employees**

Except as provided in this agreement, the provisions of the Parental Leave and Employment Protection Act 1987 or any amendment passed in substitution of this Act will apply for male employees.

6.5.6 **Miscellaneous Leave Provisions**

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

- (a) Cultural, community and sporting activities, involving national or provincial representation;
- (b) Educational activities pertaining to an employee's work noting that:

- (i) For recognised travelling awards, scholarships and fellowships, leave with pay will normally be approved;
- (ii) Examination leave will be on full pay;
- (c) Upgrading qualifications at the request of the employer;
- (d) Marriage of the employee;
- (e) Involvement in recognised civil defence and search and rescue activities;
- (f) Attendance at meetings of recognised local authorities as a member;
- (g) Attendance, as a duly appointed representative of the union, at meetings of TEU;
- (h) Attendance at approved union education courses.

6.5.7 **Leave for Approved Statutory Authorities**

The employer will grant leave on full pay to full time and proportional employees who required to attend as a member of, or in a formal capacity at, any of the following statutory authorities with the proviso that any fees due to the employee from the authority will be paid to the Institute:

- (a) a polytechnic council
- (c) a university council
- (d) NZ Qualifications Authority
- (e) any mediation conducted under the Employment Relations Act 2000 or any other bodies replacing them in function. (Part-time employees will be included for the purpose of this sub-clause.)

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

6.6 **FOUR FOR FIVE EMPLOYMENT OPTION**

Ara has implemented a Four for Five Employment option. The four for five employment option will be available to fulltime permanent employees who may agree that, with no substantive changes to duties, they would receive 80% of their fulltime salary and after each four years of work may take a fifth year off on 80% of pay. A policy will be developed and agreed with TEU.

The intention of this provision is to give employees opportunities for refreshment either personally or professionally or both.

6.7 DOMESTIC VIOLENCE LEAVE

Ara recognises the seriousness of the issue of domestic violence and the impacts it may have in the workplace.

Ara is committed to reducing barriers to maintaining stable paid employment for people affected by domestic violence and assisting any staff in finding pathways out of violence and rebuilding their lives.

Therefore Ara acknowledges and honours the intent of the Domestic Violence – Victims Protection Act 2018.

7.1 RECIPROCAL COMMITMENT

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

7.2 TRAINING

- (a) Tenured and full time and tenured proportional ASMs, SASMs, PAsMs and Academic Specialists will complete recognised training in the practice of adult and tertiary education resulting in the completion of the Certificate of Teaching and Learning Tertiary level 5 (or equivalent) or recognition of prior learning for the equivalent qualification. The employer may accept that an employee's prior training or experience fulfils all or part of this requirement. Attention is drawn to sub-clauses 4.3.1(d)(iii) and (e) and 5.3.4(a). For full time staff this qualification or equivalent must be completed within three years of the date of this agreement for existing staff or within three years of appointment for staff appointed after 1 April 2016 and for part time employees within five years.
- (b) In each of the first two years of employment a tenured full time or tenured proportional ASM, SASM or PASM may be required to use up to three weeks' discretionary time and five days' professional development leave for initial teacher training.
- (c) Appropriate training opportunities will be provided to limited tenure full time and proportional employees, having regard to the length of their appointment.

7.3 PROFESSIONAL DEVELOPMENT

- (a) Tenured and limited tenured full-time and proportional ASMs, SASMs, PAsMs and Academic Specialists will be allocated fifteen duty days (five days of which is available to the employer for directed PD) for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year; and
Tenured and limited tenured full-time and proportional ASMs, SASMs, PAsMs employees who have elected to grandparent discretionary leave

will be allocated ten duty days for professional development activities in each full year for which they are employed, reduced on a pro rata basis, for periods of employment of less than a full year, subject to:

- (i) annual professional development activities being negotiated with the employer (manager) in the context of the development of skills and capability related to the staff member's position and/or any identified Department/ Institutional professional development priority or capability strategy;
 - (ii) the priority, content and timing of the professional development activities being approved by the employer;
 - (iii) if the approved professional development is undertaken in his/her own time for the equivalent of the allocated duty days, the employee will use the allocated days at their discretion provided the provisions of (ii) above apply.
- (b) Provided that the requirements of subclause (a) (i) of this clause are met the following activities will be approved as part of a programme:
- (i) attending staff capability or training programmes sponsored or run by the Institute;
 - (ii) attending work-related conferences;
 - (iii) undertaking work-related study of not less than two weeks.
- (c) The employer recognises the unique and important role that tribal hui or significant Māori hui play in the personal and professional development of Māori employees. In recognising this, the following shall apply: All Māori employees may apply to use Professional Development time to attend culturally significant hui. Culturally significant hui may include but not be limited to the following:
- Hui Whānau Whakawhanaunga or Hui-ā-lwi
 - Hāhi
 - Kingitanga
 - Hui-ā-Tau
 - Te Rā Whakanui i te Whakaputanga
- (d) If, professional development activities are not approved by the employer, the employee may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

- (e) Tenured and limited tenure full-time and proportional ASMs, SASMs, PASMs and Academic Specialists will be entitled to a sum of \$300 with a further sum of \$100 for a cumulative professional development fund. TEU members may apply for a grant from this fund.
- (f) Professional development days may be accumulated according to conditions that are agreed between the employer and employee, subject to a maximum of 30 days which may be taken on a single occasion to allow an extended period of time back in industry or business.
- (g) Tenured Part Time employees will be entitled to apply for up to five (5) days for professional activities in each full year for which they are employed, reduced on a pro rata basis for contact hours of less than 412. The agreed time will be paid at the non-contact hourly rate. The content of the proposed activities will require approval as provided in (a) above.
- (h) Tenured full time Tutorial Assistants will be entitled to apply for up to ten days for professional development activities (five days of which is available to the employer for directed PD) in each full year for which they are employed reduced on a pro rata basis for periods of employment of less than a full year. The content of the proposed activities will require approval as provided in (a) above.
- (i) Approval of the professional development time applied for that meets the requirements as provided in this clause, will not be unreasonably withheld.

8.1 EMPLOYMENT RELATED EXPENSES

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

- (a) the following provisions for reimbursements, allowances and expenses, or
- (b) the policies, procedures and practices the employer establishes for any matters not specifically covered by the provisions of this agreement.

8.2 TRAVELLING ALLOWANCE

An employee required to travel within New Zealand on official business will be paid a travelling allowance. From 01 October 2019 the allowances are as follows:

- (a) approved actual and reasonable accommodation costs, or an allowance of \$39.72 as at 01 October 2021 and shall increase as at 01 October 2022 to \$40.27 per night when staying privately, and
- (b) actual and reasonable travel costs, and
- (c) actual and reasonable meal costs up to \$79.43 as at 01 October 2021 and shall increase as at 01 October 2022 to \$80.54 for each completed 24 hour period, and
- (d) an incidental allowance of \$10.06 as at 01 October 2021 and shall increase as at 01 October 2022 to \$10.20 for each 24 hour period or part thereof
- (e) in addition, when away from home on official business, an employee is entitled to one visit home per month at the employer's expense.

Where appropriate the employee will provide proof of payment.

8.3 MEAL ALLOWANCES

When an employee's required hours of duty span any two meal breaks, breakfast, lunch or dinner, the employee will be paid one meal allowance of \$16.52 as at 1 October 2021 and increase to \$16.75 as at 1 October 2022.

8.4 TEA EXPENSES

The employer will provide employees with free morning and afternoon tea.

8.5 TRANSPORT ALLOWANCES

- (a) A motor vehicle allowance will be in accordance with the Inland Revenue Department's Motor Vehicle Reimbursement Rates.
- (b) Employees will cover the cost of their own travel to and from their work each day, provided that where the work base varies from time to time, the employer will pay any additional costs incurred. The employer may operate a policy by which this is accomplished.

8.6 RELOCATION EXPENSES

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

8.7 COMPASSIONATE GRANT ON DEATH OF EMPLOYEE

- (a) Upon the death of a tenured employee, the employer shall pay to the next of kin an amount as follows:
 - (i) For an employee with 10 years' and under 20 years' service, one-twelfth of the annual salary.
 - (ii) For an employee with 20 years' service or more, one-eighth of the annual salary.
- (b) For the purpose of this clause, the term 'next of kin' means:
 - (i) The spouse or partner of the deceased employee, or
 - (ii) Where there is no surviving spouse or partner, any dependent relative of the deceased employee.

8.8 REIMBURSEMENT OF USE OF PERSONAL COMPUTER EQUIPMENT

In recognising that the rapid development of personal computer hardware, software and communications is producing changes in work patterns, Ara will provide compensation towards the cost of computer equipment owned by fulltime and proportional employees and which is used to the benefit of the Institute.

This will be done by a refund of up to \$300 annually, on production of receipts verifying actual expenditure within that financial year of up to this amount together with a statement from the employee's Director or delegate confirming that the expenditure was incurred for the benefit of the Institute.

8.9 REIMBURSEMENTS

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

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

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

8.10 CARE OF DEPENDANTS

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

9.1 WORKING CONDITIONS

The good employer provisions of the Public Service Act 2020 and the provisions of the Health and Safety in Work Act 2015 will apply insofar as they relate to the working conditions of employees.

9.2 HEARING PROTECTION

Where the employee is working in noisy conditions the relevant health and safety requirements for hearing protection will be applied, including the supply by the employer of ear-plugs and ear-muffs as required.

9.3 EYE PROTECTION

Where the employer considers that an employee is working in an "eye danger" area the employer will provide the employee with either:

- (a) standard safety glasses with neutral lenses, or
- (b) specially hardened neutral "clip on" safety glasses to be worn over normal optical glasses, where the employee works only occasionally in an "eye danger" area, or
- (c) specially hardened optically correct lenses permanently fitted in a safety frame by an optometrist, where the employee works for substantial periods in an "eye danger" area.

9.4 PROTECTIVE CLOTHING

Where the employer considers that the nature of an employee's work is more than normally destructive to clothing, suitable protective clothing will be issued on a permanent basis or on a temporary loan. In the latter case such clothing will be laundered at the employer's expense.

9.5 ISSUE OF UNIFORMS

- (a) Where the employer considers that an employee is required to wear a uniform, appropriate uniforms will be issued and will remain the property of the employer. They will be replaced on a fair wear and tear basis.
- (b) All uniforms soiled in the course of duty will be laundered or dry-cleaned, at the employer's expense.

9.6 SAFETY FOOTWEAR

- (a) Where the employer considers that it is necessary for employees to wear safety boots or safety shoes in the course of work, the employee may purchase safety footwear on an actual and reasonable basis.
- (b) Unless an employee wears the safety footwear for at least six months in the service of the Institute, the employee will be required to refund half the reimbursement on resigning.

9.7 IMMUNISATION - HEPATITIS B

Employees with a significantly increased risk of acquiring Hepatitis B because of the nature of their job will be immunised if appropriate. The employer will meet the cost of immunisation.

PART 10 - SURPLUS STAFFING PROVISIONS

10.1 INTENT

The employer recognises the serious consequences of the loss of employment for employees and seeks to minimise those consequences by the following provisions.

10.2 APPLICATION

These provisions apply to employees who have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a fixed term appointment made in accordance with clause 3.1.4 or 3.1.5 of this agreement.

10.3 DEFINITION

A surplus staffing situation exists when as a result of identified factors, the employer requires a reduction in the number of employees. No existing staff member will be displaced or replaced by the appointment of a tutorial assistant.

10.4 CONSULTATION

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

10.4.2 A minimum of one month will be provided to allow TEU and affected employees to make submissions which will be considered by the employer before making a final decision. The parties may agree to a lesser period.

10.4.3 The employer will take all practical steps to provide relevant information requested by TEU.

10.4.4 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 will be advised in writing of this and of their right to assistance from TEU.

10.4.5 Notification

When, as a result of the processes above, specific positions are identified as surplus the employer will advise the National Secretary of TEU, the President of the local TEU branch and the employees affected not less than two months prior to the date by which the surplus staff are to be discharged. The date may be varied by agreement between the parties.

10.5 SELECTION CRITERIA

In the event of two or more staff members being affected by surplus staffing, the employer will consult with TEU and the affected staff on any selection criteria to be used. The selection criteria must be fair, objective and consistent with the purpose of determining which staff will be declared surplus. The selection criteria shall recognise the employer's need to retain necessary skills, knowledge and experience for the operational needs of the Institute.

Affected staff must be given copies of any selection assessment to check that they are correct prior to any individual staff member being given notice that they have been declared surplus.

10.6 OPTIONS

If, after the consultation process and after due consideration of the submissions, specific positions are still identified as being surplus, the employer will notify the National Secretary of TEU of the number of surplus staff required, including the date by which surplus staff need to be discharged, before notice is given to any employees that their positions have been identified as being surplus.

The following are the options to be applied in surplus staffing situations prior to individuals being notified:

The aim will be to minimise the use of compulsory severance.

Conditions applying to options to be applied in staff surplus situations are:

- (a) attrition
- (b) redeployment
- (c) voluntary severance
- (d) retraining
- (e) severance

(a) Attrition - the normal process of staff turnover where the number of employees is allowed to decrease by **not** replacing academic staff as they leave.

- (b) Redeployment** - employees may be redeployed to a comparable position at the same or lower salary within the Institute. Where a redeployment opportunity exists, the employee shall be given due consideration consistent with and appropriate to their skills and experience. The following conditions will apply:
- (i) With existing salary or an equalisation allowance paid as a lump sum (not abated by subsequent salary increases) of existing salary for two years OR an equalisation allowance paid on a fortnightly basis for a period of two years (this allowance is abated by subsequent salary increases).
 - (ii) Employees who are offered a position with the Institute which is directly comparable to their existing positions, which does not require a change in residential location, and who decline appointment will not have access to severance.
 - (iii) When redeployment occurs outside of the local area an employee will be entitled to relocation expenses as set out in clause 8.6 of this agreement.
- (c) Voluntary Severance** - an affected employee who has of his/her own accord expressed an interest in taking voluntary severance.

Process to be used for voluntary severance

With the exception of areas where there is only one position under review, the employer will call for expressions of interest from the affected persons who wish to volunteer for severance to cover the specific surplus/es that have been identified.

- (i) Should the number of volunteers exceed the number of surpluses, the employer will apply selection criteria as defined in Clause 10.5 to determine whose application for severance will be accepted.
- (ii) Should the number of volunteers not exceed the number of identified surpluses, the employer will accept all expressions of interest from those who have volunteered subject to the operational requirements of the Institute.

- (iii) Should there be no volunteers or insufficient volunteers to discharge the surplus, the employer shall then apply the criteria set out in clause 10.5 to identify the person/s to be declared surplus.

(d) Retraining

- (i) This option may be offered to an employee by the employer, or initiated by an employee who seeks a contribution to a retraining proposal.
- (ii) The employee declared surplus will submit a proposal for approval by the employer (such approval shall not be unreasonably withheld). This will not be a cash payment but would be subject to reimbursement claims, or payment on invoice to the employee. There will be no requirement that an employee seeking this option is required to be re-employed by the Institute.
- (iii) The retraining contribution will be by way of an additional 10% of the gross lump sum severance payment. The total amount paid to an employee will not exceed 110% of the value of the severance payment.

(e) Severance (Refer to clause 10.8 Severance Formula).

The employer will, in all cases, exhaust all of the options outlined in Clause 10.6 before the severance option is pursued.

Where the above options have not resulted in the required number of positions being reduced, the employer will then identify specified staff using the selection criteria in clause 10.5.

10.7 PERIOD OF NOTICE

Two months' notice of the termination of employment shall be given to the National Secretary of TEU, the President of the local branch and to the affected staff once the process of determining who will be declared surplus has occurred. The employer may pay two months' salary in lieu of notice, or the date the discharge will occur may be varied with the agreement of the parties.

The options under section 10.6 will continue to be made available to the person(s) until their last day of duty. Should a suitable option become available the employee may choose between that and severance.

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

10.8 SEVERANCE FORMULA

Payment will be made in accordance with the following:

- (a) 16% of current taxable salary plus any regular taxable allowances paid on a continuous basis, or the appropriate proportion of this amount, for the preceding 12 months' service, will be payable in lieu of any notice not worked regardless of the length of service. The payment will be made for the unworked part of the 2 months' notice period in the proportion where 16% represents 2 months and;
- (b) 12% of current salary for the preceding 12 months' service, or part thereof for employees with less than 12 months' service; and
- (c) 4% of current salary for each subsequent completed year of service up to a maximum of 19 years;
- (d) 0.333% of salary for the preceding 12 months multiplied by the number of completed months in addition to the number of completed years of service.

Outstanding annual and discretionary leave will be cashed up separately.

Notwithstanding clause 3.3 when an employee is employed on a fixed term appointment, and the position is declared surplus during the term of the appointment, then they will be covered by this clause and payment shall be as in 10.8, or for the remainder of the appointment, whichever is the lesser.

Part-time work prior to tenured or fixed term employment shall generate service for the purposes of this clause. Limited tenure employment prior to permanent employment shall generate service for the purposes of this clause.

10.9 EMPLOYEE PROTECTION/TRANSFER OF UNDERTAKINGS/MERGERS

10.9.1 Introduction

The following provisions of this sub-clause apply when the business of Ara is to be restructured and work performed by any or all employees covered by this Collective Agreement is to be performed for a new employer.

10.9.2 **Definitions**

For the purposes of these provisions “affected employee”, “restructuring” and “new employer” shall have the same meaning as in the Employment Relations Amendment Act (No. 2) 2004.

10.9.3 **Institutional Mergers**

Where Ara is considering a merger/amalgamation with another institution, and before formal proposals go to the Minister of Education, the union will be notified, so that a consultation process can be negotiated between the parties.

The employer undertakes to seek the inclusion of the following clause in any memorandum of understanding between themselves and any potential merger/amalgamation partner.

The parties to this agreement agree that in the event that the institution is disestablished under the Education Amendment Act 1989 and incorporated by virtue of merger/amalgamation into another institution that this agreement shall become a collective employment agreement covering the union parties to this present agreement together with the new merger/ amalgamation partner as the employer party, as from the date the merger/amalgamation takes effect.

10.9.4 **Consultation with unions**

The employer agrees to consult with the unions that are party to this Collective Agreement over the implications of any restructuring proposal for affected employees as soon as practical.

10.9.5 When consulting with the applicable unions, the employer will:

- (a) Provide the unions with relevant information about the general nature of the restructuring proposal and details of how it is likely to impact on the affected employees, including the timing of the negotiations and of the implementation of any transaction with the new employer;
- (b) Discuss with the unions the notification of all affected employees who are covered by this Agreement and supply to the unions a list of employees who are affected by the proposed restructuring;
- (c) Give the unions reasonable time in which to meet and consult with their members and for the affected employees and their unions to consider the proposal and its implications, and to make comments and suggestions about it;
- (d) Respond to the submissions (written and/or verbal) of the unions and affected employees.

- 10.9.6 After receiving proposals from potential purchasers, the employer will provide any relevant and necessary information from the potential purchasers as requested by the applicable unions. This obligation is subject to the potential new employer's rights to impose reasonable conditions on the disclosure and/or circulation of commercially sensitive information.
- 10.9.7 **Condition of sale or lease**
The employer shall make every effort to ensure the current business operations remain the same, including the on-going employment of all existing employees on the same terms and conditions of employment, performing the same duties or similar duties that the employee is willing to accept, and including the recognition of each employee's service and contractual entitlements. The employer will advise the union of the success or otherwise of those negotiations.
- 10.9.8 If the proposed new employer is a party to a collective agreement that covers the work to be done by affected employees, the employer undertakes to negotiate with the proposed new employer for affected employees to be offered the more favourable of:
- (a) The terms and conditions of the Agreement which is already in place; or
 - (b) The terms and conditions of this Agreement.
- 10.9.9 If the proposed new employer is not a party to a collective agreement that covers the work to be done by affected employees, the employer undertakes to negotiate with the proposed new employer for affected employees to be offered the more favourable of:
- (a) Any standard terms and conditions of individual employment agreements made between the proposed new employer and other employees performing similar work; or
 - (b) The terms and conditions of this Agreement.
- 10.9.10 In all cases the employer will negotiate with the proposed new employer for employees' length of service to be recognised for the purposes of service-related entitlements.
- 10.9.11 **Implications for redundancy compensation of election to transfer**
Those employees who elect to transfer to the new employer on the same terms and conditions, and performing the same duties, with full recognition of service-related entitlements as above, shall not be entitled to redundancy compensation from the employer because of the transfer. Any subsequent

redundancy from the new employer would include recognition of service with the employer.

All employees have the right to transfer or not to transfer to the new employer.

Where the employee's employment is being terminated by the employer by reason of the sale, merger, transfer, contracting out or outsourcing of all or part of the employer's business, nothing in this Agreement shall require the employer to pay compensation for redundancy to the employee if the employee has received an offer of employment in the same capacity or similar in which the employee was employed, on no less favourable terms and conditions of employment and treating the employee's service as continuous or in a capacity that the employee is willing to accept.

10.9.12 **Options**

Where the new employer makes no offer in accordance with the criteria above (i.e. on the same terms and conditions, with the same duties, and with recognition of continuous service), the options set out in sub-clause 10.6 of this Agreement shall apply.

10.10 SERVICE

10.10.1 "Service" for the purposes of this subclause is as defined in Part 2,

10.10.2 All service recognised under 10.9.1 excludes service which has been taken into account for the purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the above services or from any institute employer.

10.10.3 "Continuous service" for the above purposes includes all periods of paid leave and maternity/paternity leave and is not broken by, but does not include periods of approved leave without pay and breaks of not more than three months between periods of employment within the Institute service, or one month within other service(s) approved above.

10.11 RIGHTS OF EMPLOYEES DECLARED SURPLUS

10.11.1 **Time off to attend interviews**

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

10.11.2 **References**

The employer will supply a letter of reference to all surplus employees.

10.11.3 **Counselling**

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

10.11.4 **Employees on leave**

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

11.1 UNION INFORMATION

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

11.2 DEDUCTION OF UNION FEES

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

11.3 UNION MEETINGS

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

11.4 ACCESS TO PREMISES

Official representatives of TEU will, on any reasonable terms the employer may require, be given access to the Institute's premises for the purposes of:

- (a) obtaining authority to be bargaining agent for employees covered by this agreement;
- (b) discussing with employees for whom TEU is the bargaining agent any matters pertaining to their employment agreement.

11.5 BRANCH PRESIDENT

The employer will recognise the TEU branch President as the union representative on site. Notice of the appointment of the President will be given to the employer in writing.

The employer recognises that its employees are stakeholders and have a direct and vital interest in its development and success, and undertakes to take all practicable steps to give that contribution practical effect and support.

The contribution that TEU representatives can make to the organisational development and success of the Institute is recognised and supported. Ara will provide adequate support to local campus representatives which may include replacement or relief staffing for up to half a day per week to support the members across all of the Ara Campuses. To this effect, there will be an annual exchange of letters between Ara and TEU.

11.6 LEAVE FOR UNION BUSINESS

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

11.7 AGREEMENT MONITORING COMMITTEE

The Agreement Monitoring Committee will operate in accordance with Schedule A.

12.1 SERVICES AVAILABLE FOR RESOLVING EMPLOYMENT RELATIONSHIP PROBLEMS

The Employment Relations Act 2000 requires that all collective agreements contain a plain-language explanation of the services and processes available to resolve any employment relationship problems. The Institute and TEU have agreed on the following description and wish to draw it to the attention of all existing staff.

1. An "employment relationship problem" is any problem relating to or arising out of the employment relationship and includes:
 - (a) A **personal grievance** (a claim of unjustifiable dismissal or constructive dismissal, unjustifiable disadvantage, discrimination, sexual or racial harassment, or duress in relation to membership or non-membership of a union or employee organisation).
 - (b) A **dispute** (about the interpretation, application or operation of an employment agreement).
 - (c) **Any other problem** relating to or arising out of your employment relationship with the Institute except matters relating to the fixing of new terms and conditions of employment.
 - (d) You have the right to seek the support and assistance of TEU or to seek information from the Ministry of Business, Innovation and Employment (MBIE) Mediation Service at any time.
2. If you believe there is a problem with your employment relationship with the Institute, you should tell your manager, either personally or through TEU, as soon as possible:
 - (a) that there is a problem;
 - (b) the nature of the problem;
 - (c) what you want done about the problem.

3. If for any reason you feel unable to raise the matter with your manager, other suggested contacts are the:
 - Head of Department/Section;
 - Director: Education and Applied Research;
 - Human Resource Manager;
 - Corporate Services Director; or
 - Chief Executive.
4. In the case of a personal grievance, you must raise the matter with the employer within 90 days of the grievance occurring or coming to your notice, whichever is the later. A written submission is preferable but not necessary.
5. The employer will try to resolve the matter through discussion with you and/or TEU.
6. If the problem cannot be resolved through discussion, then either you, TEU or the employer can request assistance from the Ministry of Business, Innovation and Employment (MBIE) which may provide mediation services.
7. If the problem is not resolved by mediation, you or TEU on your behalf may apply to the Employment Relations Authority for investigation and determination.

In certain circumstances the decision of the Employment Relations Authority may be appealed by you, TEU on your behalf, or the Institute to the Employment Court.

- Note:**
1. Employees are advised to contact TEU or their bargaining agent in the event of any dispute or grievance.
 2. A copy of these procedures is available from the Employer or TEU.

SCHEDULE A

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 B

For new employees and those who transfer to discretionary leave as defined at clause 6.3.4

| Schedule B | | 1/10/2020 | 1/10/2021 | 1/10/2022 |
|---|-------------|-----------|-----------|-----------|
| | | 2.1% | 1.6% | 1.4% |
| | Step | | | |
| ASM | 1 | 55,679 | 56,570 | 57,362 |
| | 2 | 58,935 | 59,878 | 60,716 |
| | 3 | 61,303 | 62,284 | 63,156 |
| | 4 | 63,670 | 64,689 | 65,595 |
| | 5 | 66,034 | 67,091 | 68,030 |
| | 6 | 68,400 | 69,494 | 70,467 |
| | 7 | 70,770 | 71,902 | 72,909 |
| | 8 | 73,136 | 74,306 | 75,346 |
| | 9 | 75,502 | 76,710 | 77,784 |
| Merit Bar | 10 | 77,871 | 79,117 | 80,225 |
| | 11 | 80,471 | 81,759 | 82,904 |
| | | | | |
| SASM | Min | 80,471 | 81,759 | 82,904 |
| | Max | 92,078 | 93,551 | 94,861 |
| | | | | |
| PASM | Min | 85,240 | 86,604 | 87,816 |
| | Max | 104,951 | 106,630 | 108,123 |
| | | | | |
| Part Time and casual ASM's | Step | | | |
| | 1 | 36.57 | 37.16 | 37.68 |
| | 2 | 38.73 | 39.35 | 39.90 |
| | 3 | 40.28 | 40.92 | 41.49 |
| | 4 | 41.86 | 42.53 | 43.13 |
| | 5 | 43.42 | 44.11 | 44.73 |
| | 6 | 45.00 | 45.72 | 46.36 |
| | 7 | 46.56 | 47.30 | 47.96 |
| | 8 | 48.12 | 48.89 | 49.57 |
| | 9 | 49.70 | 50.50 | 51.21 |
| | 10 | 51.26 | 52.08 | 52.81 |
| | 11 | 52.84 | 53.69 | 54.44 |
| | | | | |
| SASM | Min | 52.84 | 53.69 | 54.44 |
| | Max | 61.64 | 62.63 | 63.51 |
| | | | | |
| PASM | Min | 58.06 | 58.99 | 59.82 |
| | Max | 69.21 | 70.32 | 71.30 |
| | | | | |
| Tutorial Assistants | Min | 43,923 | 44,626 | 45,251 |
| | Max | 61,993 | 62,985 | 63,867 |
| | | | | |
| Tutorial Assistants Part Time | Min | 21.62 | 21.97 | 22.28 |
| | Max | 38.50 | 39.12 | 39.67 |
| | | | | |
| Computing For Free Tutorial Assistants | Min | 48,357 | 49,131 | 49,819 |
| | Max | 50,679 | 51,490 | 52,211 |
| | | | | |
| Part Time | Min | 23.59 | 23.97 | 24.31 |
| | Max | 24.76 | 25.16 | 25.51 |

Casuals will be paid the applicable hourly rate for their occupational group.

Refer to Schedule F for Tutorial Assistant Computing for Free pay rates.

SCHEDULE C

This salary scale applies to those employees who elected to grandparent discretionary leave as at 2 December 2011 (previously clause 6.3.5), as well as the specified staff who transitioned from Aoraki Polytechnic who remained on 4 weeks discretionary leave and still a member of TEU at Ratification date of this agreement. The parties will maintain an agreed list of employees who elected to grandparent discretionary leave

- a) ASMs, SASMs and PASMs will be entitled to four weeks per leave year to be used at the employee's discretion, with the following exceptions:
 - (i) Up to three weeks in each of the first two years of employment for initial training.
 - (ii) Where the employee is required to use discretionary leave for directed development in the areas where performance inadequacies have been identified in the Institute's formal appraisal procedures.
- b) The Institute or employee may initiate a process to negotiate changes to discretionary leave conditions provided that:
 - (i) the employee is advised that s/he is entitled to assistance from TEU prior to entering into the negotiations.
 - (ii) The duties will be agreed at the time of the negotiation.
 - (iii) If the agreed duties are for teaching, there will be a maximum of 15TTH per week and associated increase in teaching days.
 - (iv) Every week of discretionary leave that is converted into duty shall be paid at the rate of 2% of the base salary plus any special responsibilities allowance. The 2% increase forms part of the base salary.
 - (v) Discretionary leave converted pursuant to this process may be for a specified period of time or with the intention that the arrangement continue indefinitely.
 - (vi) Any agreement may be reviewed annually and two months' notice in writing shall be given by either party to revert to the original terms.
 - (vii) Any agreement under this section will be in writing and signed by both the employee and the employer.
 - (viii) This provision is not available during an employee's first 30 days of employment. This sub-clause will cease to be of effect after the 2 December 2011.
- c) Discretionary leave shall be used in blocks of not less than one week, unless the employee consents otherwise, and shall be timed having regard to the operational

requirements of the polytechnic. Wherever practicable each employee shall be provided with a leave timetable by 31 March each year.

- d) Periods of discretionary leave and annual leave may be continuous.
- e) Discretionary leave may be accumulated according to any conditions that have been agreed to by the employer and the employee. Any agreement shall be for a maximum of two years, be in writing and will have a finishing date.
- f) Employees who elected to grandparent discretionary leave will have salaries identified in this Schedule

| Schedule C | | 1/10/2020 | 1/10/2021 | 1/10/2022 |
|------------------|-------------|-------------|-------------|-------------|
| | | 2.1% | 1.6% | 1.4% |
| | Step | | | |
| ASM | 1 | 54,085 | 54,950 | 55,719 |
| | 2 | 57,243 | 58,159 | 58,973 |
| | 3 | 59,543 | 60,496 | 61,343 |
| | 4 | 61,839 | 62,828 | 63,708 |
| | 5 | 64,132 | 65,158 | 66,070 |
| | 6 | 66,428 | 67,491 | 68,436 |
| | 7 | 68,728 | 69,828 | 70,806 |
| | 8 | 71,026 | 72,162 | 73,172 |
| | 9 | 73,319 | 74,492 | 75,535 |
| Merit Bar | 10 | 75,617 | 76,827 | 77,903 |
| | 11 | 78,142 | 79,392 | 80,503 |
| | | | | |
| SASM | Min | 78,142 | 79,392 | 80,503 |
| | Max | 89,403 | 90,833 | 92,105 |
| | | | | |
| PASM | Min | 82,769 | 84,093 | 85,270 |
| | Max | 101,897 | 103,527 | 104,976 |

SCHEDULE D

FACTORS CHARACTERISING ACADEMIC STAFF MEMBERS AND SENIOR ACADEMIC STAFF MEMBERS

These characteristics should be applied:

1. in the identification of Academic Staff positions;
2. during probationary period;
3. for career progression;
4. in determining whether an appointment is proportional or part-time; the requirements set out in paragraphs 11-14 of the ASM and SASM dimensions of practice shall not apply to part-time employees.

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 quality of their own outcomes insofar as they relate to the dimensions of practice identified below. In other areas ASMs should work under the guidance of SASMs or PASMs.

They should:

- 1 Be competent in their discipline/subject area.
- 2 Implement and develop programmes of learning (respond to feedback).
- 3 Apply effective communication skills in learning situations related to their discipline.
- 4 Select and apply teaching and/or learning strategies to promote effective learning consistent with individual student learning needs.
- 5 Contribute to the development of and implement programmes for the assessment of student learning.
- 6 Recognise student learning difficulties and arrange for appropriate support.
- 7 Evaluate and reflect on own practice in order to identify directions for and strategies for development.

- 8 Demonstrate commitment to ongoing professional development both within their discipline and as an educator
 - initiate and respond to feedback from students and/or peers
 - plan and implement programmes for professional development.
- 9 Practise in non-racist and non-sexist ways and to be sensitive to students and colleagues with special needs.
- 10 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.
- 11 Be able to contribute to the effective outcome of work teams.
- 12 Participate in the broader professional and academic life of the Institute.
- 13 Discharge administrative responsibilities integral to ASM's work.
- 14 Support and contribute to the objectives, direction and operation of their department including research projects where appropriate.
- 15 Practise within the policy framework and legislative obligations of the Institute.

SASMs

SASMs 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 and shall apply as interpreted into policy by the Agreement Monitoring Committee in accordance with the procedures in Schedule A.

They should:

- 1 Be able to demonstrate advanced standing in their discipline/subject area.
- 2 Design, implement, develop and evaluate new and existing programmes of learning (through application of defensible models).
- 3 Apply effective communication skills in diverse learning situations.
- 4 Select and apply teaching and/or learning strategies consistent with individual student learning needs.

- 5 Select and apply strategies to enable students to develop as independent learners.
- 6 Plan, implement and evaluate programmes for the assessment of student learning, including the assessment of prior experiential learning.
- 7 Be able to identify student learning difficulties and plan and implement strategies for improvement.
- 8 Design and implement small scale research into effective teaching and/or learning within own discipline.
- 9 Evaluate and reflect on own practice in order to identify directions and strategies for improvement.
- 10 Demonstrate commitment to ongoing professional development both within their discipline and as an educator:
 - initiate and respond to feedback from students and/or peers
 - plan and implement programmes for professional development.
- 11 Take responsibility for the effective outcome of work teams.
- 12 Actively contribute to the broader academic and professional life of the institution.
- 13 Discharge administrative responsibilities integral to the SASM role.
- 14 Actively support and contribute to the objectives, direction and operation of their department and the Institute.
- 15 Practise within the policy framework and legislative obligation of the Institute.
- 16 Demonstrate professional activities which contribute in a positive way to the reputation of the Institute/profession e.g. research, consultancy, publication.
- 17 Practise in non-racist and non-sexist ways and be sensitive to students and colleagues with special needs.
- 18 Demonstrate that their practice is informed by the current body of knowledge about effective teaching and learning.

SCHEDULE E

WORKLOAD POLICY

The Employer will maintain a policy on workload in consultation with:

- Academic staff members
- TEU National Office and the Branch
- Academic managers
- Internal academic quality groups.

All information relating to the policy and models are maintained on the Institute's Intranet.

SCHEDULE F

COMPUTING FOR FREE TUTORIAL ASSISTANTS

1. Introduction

This Schedule covers work and terms and conditions of employment relating to Computing for Free Tutorial Assistants. The TEU Ara Collective Agreement shall cover any other terms and conditions not specifically provided for in this Schedule.

A Computing for Free Tutorial Assistant position is a non-teaching academic position and applies to the following categories of work:

- (a) Overseeing non-assessed, self-paced learning;
- (b) Overseeing self-paced learning where assessment is embedded in the learning material and assessment is by way of a checklist;
- (c) Overseeing self-paced learning with students working towards a National Certificate qualification where assessment is embedded in the learning material and assessment is by way of a checklist.

2. Roles

Tenured and limited tenure, full time, proportional, part time and casual. Part time and casual Tutorial Assistants conditions are covered in clause 12 of this Schedule.

3. Tenure

Employment is for the duration of the Computing for Free, Key4Free, or Certificate in Computing programme (as applicable).

4. Contact Hours

Maximum of 1376 per year.

5. Hours of Work

Maximum of 37.5 hours per week, including contact hours. Specific hours will be rostered and arranged from time to time with the Head of Computer Training, Key4Free Supervisor, Head of Department of Computing or delegate. Weekend and evening hours may be included. Employees will be entitled to two days in every seven days off and, wherever possible, these should be consecutive days off.

6. Workload

Contact hours and duty time will encompass:

- Facilitation work with students
- Keeping up-to-date with software requirements
- Keeping up-to-date with suite requirements, as needed and
- Other duties as specified in the job description.

7. Leave

Five weeks annual leave per annum.

8. Professional Development

Up to fifteen days (five days of which is available to the employer for directed PD) per annum for a full-time employee as specified in the TEU Collective Agreement.

9. Pay and Review of Pay

Computing for Free Tutorial Assistants shall be paid within the range of rates provided in Schedule B for a full-time employee (pro-rata for proportional appointments) effective from 1 April 2016.

Team Leaders shall be paid a Special Responsibilities Allowance up to a maximum of 20% of the base salary. Pay shall attract percentage increases negotiated by TEU.

10. Merit Progression - Team Leaders

A further 5% of the base salary may be granted to 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 Computing For Free / Key4Free, the Faculty of Commerce, or Ara;
- (d) Initiating or implementing improvements to systems within their control.

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.

11. Allowances and Entitlements

Computing for Free Tutorial Assistants acting in a Team Leader role shall be paid a Higher Duties Allowance when these duties are undertaken for at least five consecutive days.

12. Part Time and Casual

Part Time and Casual Tutorial Assistants shall be paid within the range of rates provided in Schedule B per hour from 1 April 2016. Part Time and Casual Tutorial Assistants may be required to work at any of the Computing For Free or Key4Free sites. The other terms and conditions for Part Time and Casual Tutorial Assistants are as for the TEU Collective Agreement for part time and casual staff, except that tenured (permanent) part time Tutorial Assistants may be employed to work a minimum of 500 hours and up to a maximum of 900 hours per academic year.

SCHEDULE G

ACADEMIC STAFF AND COMMUNITY LEARNING FACILITATORS

These provisions will only apply to the TEU members as listed and agreed confirmed who are employed by Ara effective 01 January 2016 and covered by this agreement.

Paid Parental Leave

Where an employee is entitled to parental leave as above, the first six weeks of parental leave shall be paid at the substantive salary. Such paid leave is available to employees at the time they elect to take parental leave, which may or may not be at the time of the birth.

- (i) An employee who has, because of pregnancy, temporarily reduced proportionality, will be paid the six weeks' leave at the rate and proportion that existed immediately prior to the temporary reduction in hours.
- (ii) Where an employee elects to resign because of birth/adoption, such resignation will be deemed to take effect six weeks after the employee's last day of duty and parental leave shall be paid during this period.
- (iii) If, at the time the parental leave is commenced, the rate of salary payable is later the subject of the retrospective increase, a sum representing six times the weekly increase shall be paid to the employee on application.
- (iv) If both partners are employed at the institute and are eligible for paid leave, they are entitled to six weeks' paid leave between them and they may choose who will receive it, or they may choose to apportion it between them.

SIGNATORIES

The Chief Executive of Ara Institute of Canterbury and TEU undertake that this collective employment 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: 

For and on behalf of
Ara Institute of Canterbury

Date: 30 September 2022

Signed: 

Assistant National Secretary Industrial

For and on behalf of
TEU (The NZ Tertiary Education Union Te Hautū Kahurangi o Aotearoa)

Date: 27 September 2022