

**ARA INSTITUTE OF CANTERBURY**

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**ARA ACADEMIC STAFF  
OF CANTERBURY**

**COLLECTIVE EMPLOYMENT  
AGREEMENT**

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**Effective from: 02 October 2018**  
**Expires: 01 October 2020**

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## **PART 1 COVERAGE OF AGREEMENT**

BETWEEN The Chief Executive of Ara ('employer')

AND Ara Academic Staff of Canterbury (AASC)

### **1.1. Application of the Agreement**

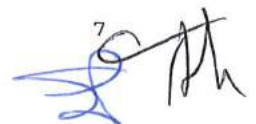
- (a) This Agreement is made pursuant to Part 5 of the Employment Relations Act 2000.
- (b) This agreement shall be imported into and form part of the individual conditions of employment of employees bound by it.
- (c) The terms and conditions of employment contained within this Agreement are effective from 2 October 2018.
- (d) This Agreement may be varied by mutual agreement between the parties and proper ratification by AASC members.
- (e) Where the employer becomes aware of any situation that might have significant impact on the terms and conditions in the employment relationship, the employer will consult with those affected employees and their representatives.

### **1.2 Coverage**

- (a) This Agreement covers those employed by the employer in the following positions who are members of AASC.
  - i. **Academic Staff Member (ASM) of any grade**
  - ii. **Learning Facilitator**
  - iii. **Learning Advisor/Academic Specialist**
  - iv. **Employees under a Special Condition Agreement (refer 2.15)**
- (b) Nothing in this Agreement applies to the Chief Executive, the Executive, Directors, Heads of Departments, other managers of specialist nature or deputy managers.
- (c) The terms and conditions set out in this Agreement can be passed on to other academic staff members effective from six months from the date of ratification.

## **PART 2 INTERPRETATION AND GENERAL DEFINITIONS**

- 2.1 "Duty" refers to any time, when a Lecturer may be required by the employer to be on duty at the Institute or at another location.
- 2.2 "Duty day" refers to a full day when the employee is required to be on duty
- 2.3 "Team Leader of Learning Facilitators (TLLF)" means an employee employed to undertake specified senior responsibilities, which may include oversight of facilities and of other Learning Facilitators.



- 2.4 "Lecturer" means any person employed in a teaching position within Ara in a full time or proportional capacity who undertakes the full range of duties in clause 5.6. The definition does not include Learning Advisors/Academic Specialists, Learning Facilitators, Facilitator/Team Leaders, Part Time or Casual employees.
- 2.5 "Learning Advisor / Academic Specialist" (LA/AS) means an employee who is required to have and to use their skills and knowledge across the full range of academic activities including managing the teaching and learning process, professional education and research. The focus of or greatest requirement of time in these positions will be to undertake academic/educational activities outside the timetabled teaching environment. There is only a limited requirement by the employer for scheduled or directed teaching hours and as a guide this would generally be less than 50 hours per academic year.
- 2.6 "Learning Facilitator" means an employee who is employed to a position designated as being for a Learning Facilitator which will require either content expertise and/or knowledge and skill of teaching and learning. The Learning Facilitators are not required as part of their role to undertake the full range of professional education tasks as outlined in Clause 5.6 (Related Teaching and Teaching Practice Duties). A position may be designated as a Learning Facilitator where, for reasons of safety or other compliance requirements, an additional staff member is required including positions designated as Reader/Writer or Notetaker or Disability Support. Workload restrictions applicable to other Learning Facilitators do not apply to these positions.
- 2.7 "PASM" means Principal Academic Staff Member, a specific grade of tutor.
- 2.8 "Professional" means to do with or pertaining to the field of expertise of an employee.
- 2.9 "Proportional" means a specified fraction of full time.
- 2.10 "Research" is as defined by the New Zealand Qualifications Authority for the purposes of the approval and accreditation of programmes leading to degree qualifications and includes specified institutional policy.
- 2.11 "SASM" means Senior Academic Staff Member, a specific grade of tutor.
- 2.12 "Service" means continuous employment at any NZ correspondence institutes, community colleges and senior technical divisions, REAP community education centres, the Pacific Islanders' Educational Resource Centre and the Multicultural Education Resource Centre, plus any other relevant service as may be agreed between the employer and employee at time of appointment.

Employment will be deemed continuous and service is not broken, but does not include periods of:

- maternity/paternity leave
- approved study leave
- approved leave without pay
- breaks of not more than three months between employment within the polytechnic service.

Continuous part time service for the polytechnic currently employing the staff member, shall be aggregated as full time equivalent service on a pro-rata basis.



- 2.13** "Teaching Day" means any duty day on which teaching is timetabled to occur or on which distance learning teaching duties are undertaken.
- 2.14** "Timetabled Teaching Hour" (TTH) In relation to any Lecturer, Learning Facilitator, Facilitator/Team Leader, Part Time and Casual academic staff members means a period of one hour spent in timetabled class instruction and/or includes any timetabled hour of structured learning activity for which the employee is responsible.
- 2.15** "Special Condition Agreement" means an agreement designed in consultation with the AASC Executive when it is demonstrated that the role needs tailored solutions.

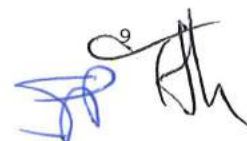
## **PART 3 TERMS OF EMPLOYMENT**

### **3.1 Categories of Appointment**

- 3.1.1 Full Time Tenured Staff**  
All Staff working on a continuing basis and employed to perform full-time duties
- 3.1.2 Part Time Tenured Staff**  
All Staff working on a continuing basis and employed to perform duties for not more than 80% of the full time equivalent role, except for Learning Facilitators, and paid on an hourly rate.
- 3.1.3 Proportional Tenured Staff**  
All Staff working on a continuing basis and employed to perform duties less than the full time equivalent role and paid a salary.
- 3.1.4 Fixed Term Staff**  
All staff working for a limited period, whether full time, part time or proportional.
- 3.1.5 Casual staff**  
All Staff employed on an intermittent and irregular basis.

### **3.2 Probationary Period**

- 3.2.1** A probationary period of not exceeding 24 months applies to all employees appointed to a tenured position for the first time, including part time employees. During this period:
- (a) the employer will use all reasonable endeavours to ensure the employee has access to appropriate training and informal feedback; and
  - (b) the employee will engage with any agreed training in accordance with their good faith obligations.
- 3.2.2** During the probationary period, the employer will provide to the employee a written report on his/her performance at least once in the first 6 months of the probation period and at least twice in the first year of the probation period. At the end of the probationary period, the employer shall either extend the probation period or confirm the appointment in writing.





- 3.2.3 Where an employee who has completed continuous service in a fixed term placement immediately prior to the tenured appointment in a similar role to which the probationary period applies, that employee may request for a proportion of that term be attributed to the probationary period. The maximum proportion that can be credited is 6 months. (refer 5.3.2 a (ii) regarding reduction in workload while on probation)
- 3.2.4 During the probationary period, the employer may terminate the appointment of the employee by giving one month's notice in writing.
- 3.2.5 Nothing in this clause affects the employee's rights relating to unjustified dismissal to a situation where the employee is dismissed in reliance of this clause.

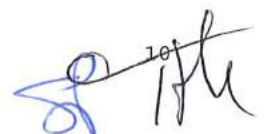
### **3.3 Terms of Employment**

- 3.3.1 The good employer provisions of the State Sector Act 1988, ss79 & 80 or any amendment or Act passed in substitution of this Act shall apply with particular regard to good and safe working conditions and opportunities for the enhancement of the abilities of individual tenured employees.
- 3.3.2 The provisions of the Health and Safety at Work Act 2015 shall apply insofar as they relate to the working conditions of employees. Health and Safety is covered in Part 10 of this Agreement.
- 3.3.3 All employees and the employer agree to abide by any rules, regulations, policies and/or procedures as may be current from time to time to ensure the smooth operation of the employer and which are consistent with this Agreement.
- 3.3.4 All academic staff are required to achieve an Ara recognised teaching qualification within three years of commencement of the CEA or of appointment, whichever is the sooner, for all academic staff .6 FTE and above. For any staff below .6 FTE, the qualification must be achieved within 5 years of date of CEA or appointment. During this period:
- a. Ara will use all reasonable endeavours to ensure the employee has access to appropriate training and informal feedback; and
  - b. the employee may be directed by the employer to use all their available training and professional development time to achieving this requirement and will engage with any directed/agreed training in accordance with their good faith obligations.

Ara agrees to consider the extension of this period for existing employees, if an employee is affected by the timing of the completion of the CEA.

### **3.4 Termination of Employment**

- 3.4.1 For employees other than Fixed-Term or Part-time employees, each party agrees to provide two months' notice in writing to terminate the employment relationship.
- 3.4.2 For fixed term employees, notice will be deemed to be given at the time the appointment is accepted. Fixed term employment for a period greater than 3 months may be terminated with one month's written notice by either party.



- 3.4.3 Part time employment may be terminated by either party by the giving of 2 weeks' notice.
- 3.4.4 Nothing in this clause shall prevent the employer from summarily dismissing the employee for serious misconduct.
- 3.4.5 The employer reserves the right to pay employees in lieu of notice.
- 3.4.6 Termination by Redundancy or Medical Incapacity are dealt with in Part 12.

## **PART 4 REMUNERATION – SALARY AND HOURLY RATE**

### **4.1 Salary Rates**

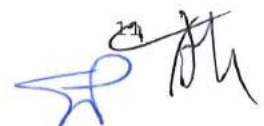
- 4.1.1 Remuneration rates for all positions covered by this Agreement are set out in Schedule C. The application of Schedule C is explained below.
- 4.1.2 The employer reserves the right to offer and agree to different rates from those contained in Schedule C, provided that the agreed rate is more than those prescribed in Schedule C. This includes, and is not limited to, employees who are not able to apply for progression within the Senior and Principal ASM grades under clause 6.61(a) due to the triennial review process but are performing beyond expectations for their role.
- 4.1.3 The employer may agree to a daily rate for Part-time and Casual Employees in circumstances where a minimum of 7 duty hours are required to be worked in one day by that employee, provided that the daily rate is equal to, or more than, the entitlement prescribed in Schedule C.

### **4.2 Starting Salaries**

- 4.2.1 The employer will assess and assign the employee's starting grade and remuneration in accordance with the relevant policy. This policy shall be reviewed and amended periodically by the employer in consultation with AASC.
- 4.2.2 Where the employer deems it necessary to appoint an employee at a rate of salary higher than that initially assessed, the difference between the actual salary paid and the assessed base salary on the grade shall be met by way of an allowance. This allowance may be abated by any subsequent salary increases (including promotion).

### **4.3 Payment of Salary**

- 4.3.1 Salary and Wage payments are paid fortnightly by direct debit to the employee's current bank account.
- 4.3.2 Salary payments are calculated using a daily rate calculated at 1/260.714 of the annual salary rate for each working day or day of paid leave.
- 4.3.3 Payment for the holiday periods may combine more than one period.



#### **4.4 Application of Salary Rates to Proportional or Part Time Positions.**

##### **4.4.1 Proportional Employees**

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

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

##### **4.4.2 Part Time and Casual Employees**

- (a) Schedule C prescribes hourly rates for Part-time and Casual employees. Where the hour of work involves TTH, the employee will also be paid an agreed amount of additional paid work credited which shall not be less than 0.2 hours for each teaching hour (loading).
- (b) Where the employee has agreed to a Daily Rate or other agreed rate, that rate is deemed to include loading.
- (c) In determining the amount of additional paid work to be credited for each teaching hour, the employer shall maintain an equitable workload which reflects that of full-time employees undertaking the same or similar teaching duties.
- (d) Casual rates of pay do not include 8% holiday pay. Holiday pay will be paid in addition to the rates specified in Schedule C.

#### **4.5 Acting in a Higher Position**

- 4.5.1 Subject to the provisions of this section, an employee who relieves for another employee holding a position to which a higher salary is payable, shall be paid for the period which the employee is relieving at a rate agreed between the employer and the employee.
- 4.5.2 The employee must perform the extra duties and undertake the responsibilities of the higher position for a period of at least five consecutive working days for a higher rate to be negotiated.
- 4.5.3 Leave periods, including special leave, shall not be counted as part of, nor deemed to interrupt the qualifying period specified in clause 4.5.2 of this clause if the employee continues in the higher position immediately after the period of leave.

#### **4.6 Salary Profile within Ara**

- 4.6.1 A profile of salaries paid to all employees in terms of this Agreement is to be made available to AASC annually. The profile will list salaries paid to employees by paid rate, by gender and by length of employment. Other information on salary profiles will not be unreasonably withheld. Where necessary, to protect individual privacy,

information may be supplied in such manner as prevents identification of an individual.

## **PART 5 WORKLOAD**

(For policy and guideline information on Workload management refer to the People & Culture Infoweb pages)

### **5.1 Intent**

It is the intention of the parties that Part 5 of this agreement shall be interpreted in such a way so as to:

- 5.1.1 provide for the employer's right, subject to 5.1.2, to allocate full annual workload as defined in clause 5.3.1 for any full time or proportional employee.
- 5.1.2 allow the right of the employee to dispute, in a safe environment, requests to assume responsibility for tasks over and above their agreed annual workload.
- 5.1.3 ensure that allocated workload is equitable, reasonable and safe.

### **5.2 Workload**

- 5.2.1 The hours of work and annual workload shall be that which is reasonably required to adequately discharge the duties and responsibilities of the employee's position within the parameters of Part 5.

### **5.3 Annual Workload**

- 5.3.1. (a) The annual workload of a full time or proportional ASM, SASM or PASM will include:
  - (i) scheduled teaching duties, and
  - (ii) related teaching and teaching practice duties, and
  - (iii) institutionally required administrative and professional duties, and
  - (iv) professional development, and may include research activities.
- (b) The annual workload of a Learning Facilitator and Facilitator/Team Leader will include:
  - (i) facilitation work with students
  - (ii) keeping up-to-date with software requirements
  - (iii) keeping up-to-date with suite requirements
  - (iv) other duties as specified in the job description
- 5.3.2 (a) A full time annual timetabled teaching (TTH) workload for teaching staff excluding Learning Facilitators and Team Leader of Learning Facilitators (TLLF) is a maximum of 885 TTH performed within 200 duty days. (Also see 5.4).
  - (i) Where approved leave, other than annual leave, or Public holidays, is taken, the annual TTH and duty days maximum shall be reduced on a pro rata basis.

- (ii) An employee on probation may have a reduction of up to .2 of the maximum TTH, which would otherwise apply.
- (iii) Where programmes with exceptional timing factors cannot be accommodated by the TTH maximum set out in this section, alternative arrangements for these programmes may be implemented with the agreement of the AASC Executive.
- (iv) Notwithstanding clause 5.3.2 (c) an employee subject to that clause may be required to undertake TTH in an agreed emergency. The criteria for such "agreed emergencies" shall be as negotiated from time to time between the AASC Executive and the Institute.
- (v) An employee with a special responsibilities allowance:  
Where an employee who is in receipt of a special responsibilities allowance as defined in clause 7.3 and has increased workload directly related to the special responsibilities undertaken under that clause, the maximum timetabled teaching hours, or the maximum hours of teaching duties for distance learning, shall be reduced by an amount determined by the employer and which is consistent with the employee's workload being maintained at an equitable and reasonable level.

- (b) A full time annual workload for Learning Facilitators is a maximum of 1376 TTH.
- (c) A full time annual workload for Facilitator Team Leaders is a maximum of 1100 TTH.

All employees must also undertake attendant duties (such as those specified in clause 5.3.1.

- 5.3.3 The allocation of scheduled teaching duties is determined by the Ara Workload Assessment policy.
- 5.3.4 A Lecturer shall not be required to complete timetabled teaching duties on more than 200 days in any calendar year except by agreement.
- 5.3.5 All employees except Fixed Term, Part Time and Casual Lecturers, Learning Advisors/Academic Specialists and Learning Facilitators will undertake professional development, scholarly activity and where appropriate, approved research activities as part of their annual workload in accordance with clause 5.3.1.

#### 5.4 Additional Duty Days

- 5.4.1 Employees may agree to work additional TTH within the maximum limit provided in 5.3.2.
- 5.4.2 The Employer will specify the duties to be undertaken to ensure that the appropriate workload is allocated to the availability of the employee.

The employer reserves the right to direct that duty time be accounted for by undertaking one or a combination of the following activities:

- i. special projects
- ii. research
- iii. additional TTH up to 60 hours, reduced on a pro rata basis for workloads less than 825, in which case teaching duties will be able to be undertaken to a maximum of 200 days in any calendar year.

## **5.5 Scheduled Teaching Duties**

5.5.1 These are defined as institutionally approved student contact through a variety of delivery programmes.

## **5.6 Related Teaching and Teaching Practice Duties**

5.6.1 Related teaching and teaching practice duties will include:

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

## **5.7 Scholarly Activity, Research and Professional Development**

5.7.1 "Research" is as defined in clause 2.10.

5.7.2 All parties recognise the importance of scholarly activity, approved research and professional development and the need for all employees as specified in 5.3.5 to undertake these activities.

## **5.8 Allocation and Management of Workload**

5.8.1 Determination of Workload

Workload shall be allocated subject to subclauses 5.1 and 5.3.4 between the employer or the delegated representative (Head of Department) and the employee as a part of the annual workplan for the next academic year, in line with the provisions contained in this Agreement. Where practicable, this will be recorded in writing prior to the beginning of the academic year.

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

5.8.3 The following factors should be taken into consideration when the workload is

allocated between the employer or the delegated representative and the employee:

- (a) the nature of the courses being taught;
- (b) number of students in all classes to be taught by the employee;
- (c) number of staff involved in teaching each course (sole responsibility/ other staff involved);
- (d) whether the course is being delivered for the first time;
- (e) the amount of setting-up or preparation required;
- (f) the range of courses within and/or between Programmes being taught by the employee;
- (g) the scheduled teaching duties and the times at which these duties must be carried out;
- (h) induction and staff skill development needs of the employee;
- (i) the length of the courses being taught;
- (j) any institutional required administrative or professional duties required of the employee;
- (k) the negotiated research outputs;
- (l) annual and any other leave entitlements; and
- (m) other activities of the employee which are part of the employee's work but which fall outside the scheduled teaching duties, including professional development activities and related teaching and teaching practice duties and responsibilities which do not have a time-tabled component (refer clause 5.6);
- (n) recognition of leadership roles and responsibilities;
- (o) changing nature of work undertaken;
- (p) equity across programmes.

#### 5.8.4 Changes to allocated workload

Subject to clauses 5.1, 5.3, 5.7.1 and 5.7.2 where an emergent function is identified or where the annual workload of an employee is proving to be inequitable, unsafe or unreasonable, the agreed annual workload of an employee will be adjusted in advance by agreement between the employee and the employer through a workload review (see clause 5.8.6) and by using options, including the following:

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

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

5.8.5 Where there are issues that cannot be resolved between the employer and the employee regarding allocation or changes to workload then the Ara Workload Assessment process shall be applied.

#### 5.8.6 Workflow Review

- (a) A workload review is to be undertaken annually or where an emergent function is identified or where the annual workload of an employee is proving to be inequitable, unsafe or unreasonable



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

## 5.9 Hours of Work Parameters

- 5.9.1 The parties acknowledge the professional responsibility of employees to discharge their employment duties subject to the following:



- (a) The operating time of Ara will be 8.00am-9.30pm, seven days per week.
- (b) A full-time employee's hours of work shall be an average of 40 hours per week.
- (c) Teaching staff (except Learning Facilitators and Facilitator /Team Leaders) shall not be required to be on duty for more than 36 hours in any one week except that such AASC members as at 1 November 2006 employed as proportional or full time tenured teaching staff except Learning Facilitators and Facilitator /Team Leaders shall not be required to be on duty for more than 34 hours in any one week.
- (d) Where the employee is designated as a Learning Advisor/Academic Specialist, Learning Facilitator or Facilitator /Team Leader the fulltime position requires the employee to be on duty for 37.5 hours per week.
- (e) Learning Facilitators and Facilitator/Team Leaders may have specific hours rostered and weekend and evening work may be included.
- (f) A full time or proportional Lecturer or Learning Advisor/Academic Specialist may be required to undertake duty between the hours of 8.00 am and 9.30 pm Monday to Friday inclusive provided that they may not be required to undertake duty for more than a total of eight hours a week after 5.00 pm or on more than two nights each week.
- (g) A full time or proportional Lecturer or Learning Advisor/Academic Specialist may consent to undertake duties after 5.00 pm in excess of those prescribed in 5.9.1(f) above.
- (h) A full time or proportional Lecturer or Learning Advisor/Academic Specialist may consent to undertake duties at weekends.
- (i) A full time or proportional Lecturer or Learning Advisor/Academic Specialist shall not be required to undertake duty on more than five consecutive days.
- (j) A full time or proportional Lecturer or Learning Advisor/Academic Specialist who is directed to work consistently at the weekend shall not be required to undertake duty on two consecutive days unless they choose to.
- (k) The Hours of Work parameters may be varied by agreement in writing with the employee, AASC and the employer.

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

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

- (b) A full time or proportional employee shall be entitled to a meal break of not less than 30 minutes and not more than one hour after each period of five continuous hours of work;
  - (c) A full time or proportional employee shall not be required to teach within 12 hours of completing teaching the previous day;
  - (d) A full time or proportional employee shall not be required to do more than 6 hours of timetabled teaching in any one day;
  - (e) Travelling Time to Count Towards Duty Hours -  
Hours spent travelling from a site on campus to a site either off campus or to another campus or where overnight accommodation is required, may be counted towards the hours of works as defined in 5.9.1 (b) to a maximum of 10 duty hours in any day.
- 5.9.3 (a) For approved teaching activities supervising students and involving overnight stays including activities such as off-campus teaching, a visit to a marae and field trips, the employee shall receive a half day of paid time in lieu for each 24-hour period off-site to a maximum of 2.5 days of time in lieu for any one such assignment.
- (b) Any leave under this clause must be taken within three months of the entitlement arising and is not to be cashed in or paid out under any circumstances.

## **5.10 Clinical Teaching Duties**

- 5.10.1 Notwithstanding clause 5.9.1 of this Agreement an employee engaged in clinical teaching duties may be required to undertake such teaching duties for up to 450 hours outside the hours of 8.00am and 5.00pm in any year.

## **5.11 Proportional Employees**

- 5.11.1 The maximum duty hours for a proportional employee shall be a predetermined proportion, specified in the position description and confirmed in the letter of appointment, of the maximum duty hours for a full-time employee as specified in sub clause 5.9.1 (b) and (c)
- 5.11.2 Proportional employees shall have the proportion of the full time position predetermined and specified in the offer of employment. Workload will be allocated in accordance with the Ara Workload Assessment Policy.
- 5.11.3 Notwithstanding sub clauses 5.11.1 and 5.11.2 above, a proportional employee may consent to work as a full-time employee for part of the year provided the workload does not exceed the predetermined proportion of available duty days, specified in the advertisement. If the employee's employment is prematurely terminated, payment shall be made for the necessary number of additional days to bring the workload back to the predetermined proportion of full time.

## 5.12 Appraisal or Similar Process

5.12.1 The appraisal process is managed under Ara's appraisal process (or similar process) policy.

- (a) the need to reallocate workload where it proves to be inequitable, unsafe or unreasonable;
- (b) the employee completing, to agreed performance indicators, the allocated scheduled teaching duties and responsibilities within the agreed annual timeframe;
- (c) the progress of professional development and research activities in the annual work plan.

5.12.2 At the start of each appraisal round the job description will be fully discussed and any changes agreed by both parties to the appraisal. Where there is a substantial change in a job description which requires additional skills then appropriate professional development will be agreed within the annual workload.

## PART 6 CAREER PROGRESSION

### 6.1 Statement of Intent:

6.1.1. The following provisions recognise the need for academic staff members to develop within their profession and, the employer's recognition of acquired and demonstrated skills and attributes through advancement and remuneration.

### 6.2 Advertising of Positions

6.2.1 Where a decision is made to fill a new permanent or vacant position on a permanent basis, the role will be advertised in an appropriate manner in accordance with the requirements of Sections 77G and 77H of the State Sector Act 1988.

6.2.2 If the re-designation occurs as a result of surplus staffing the provisions of Part 12 will apply.

### 6.3 Progression within the ASM/SASM/PASM Grades

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

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

## 6.4 Movement between Levels One – Four

### LEVEL ONE

- (a) an ASM appointed on an initial salary below step 4 shall move to level 1 on:
  - (i) completion of probation where applicable or, if not applicable, satisfactory completion of the appraisal process AND
  - (ii) satisfactory completion of any required training confirmed at appointment.

### LEVEL TWO

- (b) an ASM on Level 1 or between Level 1 and 2 shall move to Level 2 no later than two years after appointment to their current step, subject to meeting or demonstrating the following considerations:
  - (i) has completed 30 credits of an Ara recognised level 5 qualification in teaching and learning which may include recognition of prior learning/experience as appropriate and as recognised as part of the qualification; AND
  - (ii) completion of any other training identified as being required AND
  - (iii) completion of a satisfactory appraisal which includes the achievement of specified objectives and standards AND
  - (iv) expected performance in all aspects of the factors characterising an ASM as specified in Schedule A.
  - (v) if, after two years below Level 2, the employee has not achieved one or more of the above criteria then movement to Level 2 will not occur however reconsideration of movement to Level 2 must occur no later than 12 months after the decision to defer movement is made.
  - (vi) the exception to the application of the four criteria for movement to Level 2 is where the employee has been unable to meet one or more of the criteria because of operational requirements placed on the employee by their Manager. Where not meeting the criteria is as a result of this then the employee will be entitled to movement to Level 2 and any of the criteria yet to be met must be achieved before movement to Level 3 is to occur.

### LEVEL THREE

- (c) an ASM on Level 2 or between Level 2 and 3 shall move to level 3 on verification by the employee's Manager that the employee continues to meet all the criteria for movement to Level 2 and:
  - (i) completion of a satisfactory appraisal in the last 12 months which includes the achievement of specified objectives and standards AND
  - (ii) the course material being developed meets academic requirements and content is up to date AND
  - (iii) the employee can demonstrate involvement in Department and Ara marketing initiatives relevant to the sections/Departments in which work is undertaken AND
  - (iv) the employee has active involvement in Department and/or section projects AND

- (v) the employee has effective relationships with stakeholders or is developing these
- (vi) student evaluations demonstrate effective teaching and learning AND
- (vii) where contribution to research is a job requirement for the employee the contribution is to the level and standard required by the Manager AND
- (viii) professional development is evidenced as transferring to course and programme development and delivery.

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

#### LEVEL FOUR

- (d) an ASM on Level 3 shall move to level 4 on verification by the employee's Manager that the employee continues to meet all the criteria for movement to Level 3 and the employee:
  - (i) is demonstrating consistently high achievement as an academic staff member as determined by the Manager AND
  - (ii) represents the Department or Division at internal functions, events, committees and boards AND
  - (iii) is pro-active in providing academic counselling to students AND
  - (iv) has completed an appropriate level 5 Tertiary Teaching qualification.

### 6.5 Promotion Between Grades

6.5.1 Promotion between grades shall be by re-grading:

- (a) to Senior ASM on verification of the attainment and application of appropriate key skills and attributes.
- (b) to Principal ASM under Recruitment, Selection and Appointment of Staff policy. This is subject to working party review (Eureka Project) which is to be completed by the end of the first week in December 2019

6.5.2 The minimum salary increase shall be \$3000.

### 6.6 Progression within the Senior and Principal ASM Grades

This is subject to a working party review (Eureka Project) which is to be completed by the end of the first week in December 2019

- 6.6.1 (a) Progression within the Senior and Principal ASM grades shall be available through a triennial review process i.e. employees can apply for further progression in the third year after receiving either promotion into the grade or progression within the grade.

- (b) Progression is based on meeting criteria specified by the employer as relevant and which verifies significant professional practice as determined by the employer.
- (c) Where progression is approved a salary increase of \$3000 shall apply.
- (d) If there is less than \$3,000 movement available before reaching the maximum amount for the grade, the increase shall be adjusted to reach the maximum and no further movement will apply.
- (e) Unsuccessful applicants for progression may reapply for progression in the year following the unsuccessful application.

#### 6.6.2 Part Time and Casual ASMs Incremental Progression

- (a) Any tenured or fixed term Part-time ASM shall receive an increment to the next salary step up to and including step 11 (Schedule C) on the Part Time salary scale upon completion of:
  - (i) 825 contact hours; AND
  - (ii) at least two modules of the an Ara recognised level 5 qualification in teaching and learning, if the part-time ASM does not have an approved adult teaching qualification or equivalent;
- (b) No increments shall be paid to Casual 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.

### 6.7 Merit Progression for Team Leader of Learning Facilitators (TLLF)

This is subject to a separate working party review which is to be completed by the end of the first week of December 2019

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

- (a) Demonstrating superior customer service skills.
- (b) Demonstrating extra skills (either skill development or new skills) that are useful to Ara.
- (c) Making a positive contribution to enhancing the reputation of Campus Connect, the Department of Computing, or Ara.
- (d) Initiating or implementing improvements to systems within their control.

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

## **6.8 Annual Funding for All Career Progression**

- 6.8.1 An amount of 0.5% of the total base salaries for Lecturers and Learning Advisors/Academic Specialists covered by this Agreement will be put 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.

## **PART 7 ALLOWANCES, EXPENSES AND GRANTS**

### **7.1 Employment Related Expenses**

- 7.1.1 The parties agree that employees should not have to incur personal costs as a result of the requirements of the employer under the circumstances described in this part of this Agreement.
- 7.1.2 The employer shall apply the provisions outlined below in accordance with the Employer's procedures.

### **7.2 Market Allowance**

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

### **7.3 Special Responsibilities Allowance**

- 7.3.1 (a) An employee who is required by the employer to undertake special responsibilities, which are over and above that normally expected of an employee (as defined by the employer), shall be paid an allowance at a level sufficient to reflect the nature of the responsibilities, being not less than the rate of \$1,025 per annum and no more than 20% of the employee's base salary.
- (b) Where an employee is in receipt of a special responsibilities allowance and there is a percentage salary increase to the Collective's scale, the allowance will move at the same time and by the same percentage increase as applied to the salary scale effective from 1 October 2008.
- 7.3.2 The following conditions shall apply:
- (a) The granting of the allowance by the employer shall be communicated to the employee in writing specifying the time period for which the payment will apply and the nature of the responsibilities for which the allowance is to be paid.
- (b) The allowance shall be paid for such period as the employer determines in each case, but in each case shall be subject to annual review and shall be terminated by either the employer or employee by giving one month's notice in writing.

#### **7.4 Travelling Allowance**

7.4.1 An employee required to travel as part of their duties shall be paid a travelling allowance as follows:

- (a) approved actual and reasonable accommodation and travel costs on proof of payment;
- (b) actual and reasonable meal costs;
- (c) an incidental allowance using agreed public service rates;
- (d) an allowance when staying privately of \$32.57 per night.

#### **7.5 Meal Allowances**

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

#### **7.6 Tea Allowance**

7.6.1 The employer shall provide tea, coffee and access to mini kitchen facilities to employees.

#### **7.7 Transport Allowances**

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

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

#### **7.8 Relocation Expenses**

7.8.1 Relocation expenses shall be paid when a tenured employee's normal place of work, within a polytechnic, is moved to a location out of the local area and the employee elects to relocate within 12 months of the change in workplace.

7.8.2 The employee shall be paid actual and reasonable costs of relocation, such costs to include:

- (a) provision of temporary accommodation pending acquisition of permanent accommodation, for up to three months;
- (b) packaging, freight and storage of furniture and personal effects;



- (c) travel costs for the employee's immediate family and other dependent members of the household;
- (d) legal fees and land agents commission in respect of both the sale of a home at the former location and the purchase of a home at the new location (home shall include land purchased for the purpose of building a house);
- (e) any penalty attached to the early repayment of the mortgage.

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

7.8.4 In any case other than that specified in subclause 7.8.1 a payment towards relocation expenses may be made by agreement at the time of making the appointment.

## 7.9 Reimbursements

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

- (a) attend a course or conference
- (b) travel away for Ara business or curriculum activities
- (c) subscribe to professional associations
- (d) or hold practising certificates or registrations (full time and proportional employees only)

Approval for all claims will be given by the employer in advance of the attendance in accordance with clause 7.4.1.

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

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

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

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

7.9.6 Expenses incurred in caring for dependents. When an employee attends a course or is travelling on official business or is required to work abnormal hours, the employer has the discretion to approve the actual and reasonable cost of expenses incurred by employees in caring for dependents where the situation is such that the

employee cannot make alternative arrangements for the care of her/his dependents without incurring extra expenses.

## **7.10 Compassionate Grant on Death of Tenured Employees**

7.10.1 Upon the death of a tenured employee, the employer shall pay to the next of kin an amount as follows:

- (a) For an employee with 10 years' and under 20 years' service, one-twelfth of the annual salary
- (b) For an employee with 20 years' service or more, one-eighth of the annual salary.

7.10.2 For the purpose of this clause, the term 'next of kin' means:

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

## **PART 8 TRAINING AND PROFESSIONAL DEVELOPMENT**

### **8.1 Intent**

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

### **8.2 Training**

8.2.1 Every tenured full-time and proportional Lecturer and Learning Advisors/Academic Specialist shall complete, or have completed recognised teacher training for up to 12 weeks.

8.2.2 Appropriate training opportunities for fixed-term Lecturers and Learning Advisors/Academic Specialists shall be provided having regard for the length of their appointments.

8.2.3 Lecturers and Learning Advisors/Academic Specialists who gain entitlement to Professional Development time in the first two years of employment may be required by the employer to use up to five days of that entitlement to complete recognised teacher training.

### **8.3 Professional Development**

8.3.1 Professional development is defined as courses or individual activities linked to the employee's job description, goals and objectives of the Employer, and designed to increase the professional competence of the employee within the parameters of the respective capability framework.

#### **8.4 Annual Entitlement Allocations**

- 8.4.1 Tenured fulltime and proportional employees shall be allocated ten duty days for professional development activities in each full year for which they are employed. Professional development allocations will be reduced on a pro rata basis for periods of employment of less than a full year.
- 8.4.2 Tenured part time Lecturers who work a minimum of 165 contact hours (TTH) per calendar year shall be entitled to apply for up to six (6) days for professional development activities in each full year for which they are employed, reduced on a pro rata basis for contact hours of less than 660. The agreed time will be paid at the non-contact hourly rate.
- 8.4.3 Tenured part time Learning Facilitators and Facilitator Team Leaders who work a minimum of 250 contact hours per annum shall be entitled to apply for up to five (5) days for professional development activities in each full year for which they are employed, the entitlement is reduced on a pro rata basis for contact hours of less than 1376 for Learning Facilitators and 1100 contact hours for Facilitator Team Leaders. The agreed time will be paid at the ordinary hourly rate.
- 8.4.4 Entitlement to professional development for tenured part time employees will be determined based on the contact hours worked in the previous calendar year.

#### **8.5 Use of Entitlement Allocation**

- 8.5.1 To be allocated a professional development entitlement, the employee must seek the employer's approval:
- (a) submit to the employer a proposed programme of development activities which accounts for the allocated duty days. Proposals must provide adequate notice to the employer of the activities and also take in account the employer's business and operations requirements.
  - (b) where an employee's proposed professional development activities occur in the employee's own time for the equivalent of the allocated duty days, then the employee may use the allocated duty days at a mutually agreed time. Approval for the use of a duty day for this purpose will not be unreasonably withheld by the employer.
- 8.5.2 The employer agrees to not unreasonably withhold approval of professional development programmes.
- 8.5.3 The following activities shall be approved as part of a programme submitted in accordance with this section:
- (a) any activity which is designed to improve the teaching capability of an employee (e.g. attending staff development or training programmes sponsored or run by the Institute or AASC);

- (b) any activity which aids the employee in keeping up to date in her/his area of expertise or extends that area of expertise (e.g. undertaking work-related study);
  - (c) any activity which enhances the effectiveness of the Lecturer as a tutor by fostering relations with industry/commerce.
- 8.5.4 If, in the opinion of the employer, a proposed programme of development activities is inappropriate, or if a proposal is not submitted, the employee may be required to undertake such duty as the employer directs for any part or all of the 10 days so affected.

## **8.6 Funding for Professional Development Activities**

- 8.6.1 The employer will set up a professional development fund and contribute funding at \$400 per equivalent full-time tenured AASC staff member per year. From time to time higher levels of funds may be made available for allocating to PD, if deemed appropriate and when possible within the Institute's financial ability. This money will be distributed to each department and pooled for the use of the department's AASC members only.
- 8.6.2 Professional development funding for tenured part time employees will be allocated on a pro rata basis of \$400 per full time equivalent. Full time equivalent is 825 contact hours for Part Time Lecturers, 1376 contact hours for Learning Facilitators and 1100 contact hours for Facilitator Team Leaders.
- 8.6.3 AASC members may apply within their department for contributions towards professional development costs associated with their core activities of teaching, research, and/or internal service.
- 8.6.4 Funding may be used for a range of profession-related costs such as course fees, conference attendance, membership fees and/or subscriptions. Priorities for funding awarded will be determined within the context of the Institute, division and departmental priorities, goals and objectives, in good faith.
- 8.6.5 Professional development days may be accumulated according to any conditions, which may be agreed between the employer and the employee.

## **8.7 Academic Study Leave**

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

### **8.7.1 Statement of Intent**

The employer recognises the importance for academic staff to pursue industrial and academic activities outside the confines of the employer.

### **8.7.2 Availability of Academic Study Leave**

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

### **8.7.3 ACADEMIC STUDY LEAVE: TYPE ONE – NON-RESEARCH BASED**

Full time and proportional Lecturers and LA/AS shall be eligible to apply for the award of up to and including 20 weeks ASL upon meeting the service requirement of five years and where the purpose of the application is for other than research.

Approval of Type 1 applications for ASL shall be undertaken by the Director Education and Applied Research and relevant Head of Department.

### **8.7.4 ACADEMIC STUDY LEAVE: TYPE TWO – RESEARCH BASED**

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

Approval of Type 2 applications for ASL shall be undertaken by a panel set up by the employer in accordance with Schedule B.

Service as defined for the purposes of ASL is the time since appointment or since the date of return to work from any previous ASL awarded to that Lecturer.

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

## **8.8 Application for Academic Study Leave**

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

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

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

## **8.9 Award of Academic Study Leave**

8.9.1 Lecturers and LA/AS applying for non-research-based ASL shall be awarded Type 1 ASL on application subject to their meeting the eligibility criteria and their application proposal being approved.

8.9.2 Lecturers and LA/AS applying for research-based ASL and who meet both the research history and the service criteria, and subject to their application proposal being approved, will be awarded Type 2 ASL.

8.9.3 The determination of successful applicants shall be made by the panel as described above, and the time awarded shall come from the contestable pool.

## **8.10 Bonding**

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

## **8.11 Expenses**

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

## **PART 9 LEAVE**

### **9.1 The Leave Year**

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

### **9.2 Leave of Absence to Count as Days and/or Half-Days**

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

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

### **9.3 Public Holidays**

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

New Year's Day  
The day after New Year's Day  
Christmas Day  
Boxing Day

Good Friday  
Easter Monday  
Easter Tuesday



Anzac Day  
The Sovereign's birthday observance  
Waitangi Day  
The day appointed for the observance of the Anniversary Day of the province  
Labour Day (the fourth Monday in October)

#### 9.4 Annual Leave Entitlements

- 9.4.1 Tenured full time and proportional employees shall be entitled to five weeks' annual leave each year to be taken in accordance with the Holidays Act 2003 and its amendments.
- 9.4.2 Tenured Part Time Employees shall be entitled to four weeks annual leave each year to be taken in accordance with the Holidays Act 2003 and its amendments.
- 9.4.3 Fixed Term employees excluding part time staff, will be entitled to five weeks' annual leave (10% p.a.) to be taken in accordance with the Holidays Act 2003 and its amendments.
- 9.4.4 Employees who have been required to take annual leave between Christmas and New Year are now eligible to take the non-statutory days between Christmas and New Year as paid leave days. These leave days are not counted against annual leave if the employer is closed to staff for that period.
- 9.4.5 Tenured full time and proportional employees are entitled to not less than four weeks of annual leave in one block. Any Public holidays which fall within that four week block may constitute part of the four week block but will not be forfeit as part of any statutory leave entitlement.
- 9.4.6 Within the above constraints the timing of annual leave shall be fixed having regard to the operational requirements of the employer, provided that such timing shall not prevent the employee taking the leave entitlement in the current leave year.
- 9.4.7 (a) Leave planners are to be submitted as soon as possible but no later than 31 March each year. Managers are required to provide approval or otherwise of the planned leave within four weeks of the planner being submitted. Once leave is approved it cannot be changed without the other party's agreement.
- (b) For approval to be given those employees seeking approval to book leave more than one year in advance must plan to take that leave in term breaks. To avoid doubt, the Employer will not approve annual leave to be taken in term time unless exceptional circumstances exist.
- 9.4.8 Employees may apply for approval to carry forward leave by negotiation with the employer.
- 9.4.9 Employees may apply for approval to buy additional annual leave. The additional leave will be costed at 2% of the total gross annual remuneration, as at the time of the proposed additional leave, for each additional week of leave up to maximum of three weeks per annum. Any agreement shall be for a minimum of one year and a maximum of three years, and be in writing signed by the employer and the employee. Agreements must be signed prior to 1 February in the year the additional

leave is to be taken. The employee's annual salary will be adjusted to reflect the agreement. All contractual leave must be taken prior to the approved additional annual leave.

## **9.5 Payment for Annual Leave**

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

## **9.6 Special Leave without Pay**

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

## **9.7 Sick Leave**

9.7.1 Sick leave may be granted by the employer where either

- (a) the employee is sick or injured; or
- (b) the employee's spouse or partner is sick or injured; or
- (c) a member of the employee's household or family is sick or injured and is dependent on the employee.

9.7.2 Employee's will accrue the following entitlements for sick leave per year.

### **(a) Full Time Tenured Staff**

10 days for the first 6 months service on a pro-rata basis, then 5 days for every 6 months service following. Sick leave entitlements can be accrued to a maximum of 90 days if appointed after 1 November 2006, or a maximum of 260 if appointed prior to 1 November 2006.

### **(b) Part Time Tenured Staff**

10 days for the first 6 months service on a pro-rata basis, then 5 days for every 6 months service following. Sick leave entitlements can be accrued to a maximum of 90 days if appointed after 1 November 2006, or a maximum of 260 if appointed prior to 1 November 2006.

### **(c) Proportional Tenured Staff**

10 days for the first 6 months' service on a pro-rata basis, then 5 days for every 6 months service following. Sick leave entitlements can be accrued to a maximum of 90 days if appointed after 1 November 2006, or a maximum of 260 if appointed prior to 1 November 2006.



**(d) Fixed Term Staff**

Fixed Term Staff will be eligible for 5 days' sick leave upon completion of 6 months' service and are entitled to a further 5 days sick leave in each subsequent 12 month period, or, if the fixed term is for a period of 12 months, then the employee will be entitled to 10 days sick leave upon commencing service.

**(e) Casual staff**

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

9.7.3 In exceptional circumstances the employer may grant leave with pay in excess of the periods prescribed in the scale set out in sub-clause 9.13.2 above in anticipation of future entitlements.

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

9.7.5 The production of a medical certificate or other evidence may be required by the employer.

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

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

**9.8 Conversion of Annual Leave to Sick Leave**

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

**9.9 Disregarded Sick Leave**

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

(a) **Sickness Caused by Working Conditions:**

Where the employee suffers an illness or sickness directly attributable to the conditions or circumstances under which the full time or proportional Lecturer is working, or when a full time or proportional Lecturer contracts an

illness through contact in the course of her/ his duties and that illness is not covered by ACC, the employee is eligible for disregarded sick leave.

- (b) **Epidemic Disease:**  
When an epidemic occurs, the sick leave of tenured full time or proportional Lecturers who contracts the disease shall be disregarded for the time necessary for the disease to run its normal course.
- (c) **Infectious Diseases:**  
When a tenured full time or proportional Lecturer contracts an infectious disease or has been in contact with a sufferer from an infectious disease and is prevented from attending work by direction of the appropriate health authority, leave will be disregarded for the period covered by the direction.

## **9.10 Leave for Family Reasons**

9.10.1 A tenured full time or proportional Lecturer may be granted leave for family reasons with or without pay in the following circumstances:

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

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

## **9.11 Bereavement/Tangihanga Leave**

9.11.1 An employee shall be granted special bereavement leave on pay, in accordance with legislation if the staff member would have worked the time in question as a part of their normal timetable, to discharge her/his obligations or pay her/his respects to a deceased person with whom she/he had a close association.

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

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

- (a) The closeness of the association between the 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 and at the discretion of the employer for reasonable travelling time if required;

- (d) Reasonable travelling time will be allowed, but for cases involving overseas travel that may not be the full period of travel;
- (e) A decision must be made as quickly as possible so that the employee is given the maximum time possible to make any arrangements necessary. In most cases the necessary approval will be given immediately, but may be given retrospectively where necessary.

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

## **9.12 Parental Leave/Special Leave with Pay**

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

9.12.2 Employees are entitled to parental leave in the following circumstances.

- In respect of every child born to them or their partner.
- In respect of every child up to and including five years of age, adopted by them or their partner.
- Leave up to 52 weeks will be granted to employees with at least one year of service. For those with less than one year's service, parental leave up to 26 weeks may be granted.

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

9.12.4 An Employee who is absent on maternity leave for less than six (6) weeks (thirty (30) working days) will receive that proportion of the payment provided in 9.12.3 above which her/his absence represents to thirty (30) working days.

9.12.5 An Employee who returns to work on a proportional basis qualifies for the payment provided in 9.12.3 or 9.12.4 above, as appropriate at the end of six (6) months service provided that she/he was previously employed on a full-time basis.

9.12.6 Subject to the provisions of 9.12.1 to 9.12.5 above parental leave may be granted for each birth or adoption that occurs whilst the Employee is employed in the Institute. It is not to be granted as sick leave on pay or sick leave without pay.

9.12.7 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. Payment for any annual leave taken in the 12 months after the return from parental leave will be calculated in accordance with s21(2) Holidays Act 2003.

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

- 9.12.9 An Employee returning from parental leave is entitled to resume work in the same or similar position to that occupied at the time of commencing parental leave. That is, a position at the equivalent salary and grading involving responsibilities comparable to those of the previous position, and in the same location or other location within reasonable commuting distance.
- 9.12.10 Employees who do not take parental leave or partner's leave as specified in the Parental Leave and Employment Protection Act 1987, and are not eligible for the parental grant are entitled to elect to take one of the following options at the time of the birth or adoption of a baby:
- (a) two weeks' special leave with pay
  - (b) one week of special paid leave and a lump sum equivalent to one week's pay at the time of taking the leave
- 9.12.11 Employees who elect to take option (b) must attend work in the period for which a lump sum is paid. Payment of the lump sum will occur in the next available pay period after evidence of the birth or adoption is provided to the employer. Employees must choose the option one month in advance of the expected date of birth or adoption but it is recognised that for reasons outside of the employee's control there may be a need to change the option, notice must be given as soon as practicable if an option change is required.
- 9.12.12 Employees who are taking parental leave and are eligible for the parental grant are not eligible for this leave or the lump sum.

### 9.13 Special Leave

- 9.13.1 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 a tenured full time and proportional Lecturers work noting that:
    - (i) For recognised travelling awards, scholarships and fellowships, leave with pay shall normally be approved;
    - (ii) Examination leave shall be on full pay;
  - (c) Upgrading qualifications at the request of the employer;
  - (d) Marriage of the tenured full time and proportional Lecturer;
  - (e) Involvement in recognised civil defence and search and rescue activities;
  - (f) Attendance at meetings of recognised local authorities as a member.

#### **9.14 Leave for Approved Statutory Authorities**

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

- (a) a polytechnic council
- (b) a university council
- (c) NZ Qualifications Authority
- (d) NZITPQ Committee.

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

#### **9.15 Leave for Union Business**

9.15.1 In accordance with established 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 AASC for union business.

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

### **PART 10 PROTECTION AND SAFETY PROVISIONS**

Safety equipment will be provided by the Employer in accordance with current standards provided for in the applicable Health and Safety regulations, statutes and their amendments.

#### **10.1 Hearing Protection**

10.1.1 Where an employee is working in noisy conditions which are likely to cause impairment to the hearing of the employee, and it is not practicable to prevent exposure to the noise, the employee shall be supplied with a personal ear protection device of a type approved by the Medical Officer of Health.

#### **10.2 Safety Glasses**

10.2.1 Where an employee is working in an "eye danger" area the employee shall receive a personal issue of standard neutral safety glasses.

#### **10.3 Protective Clothing**

10.3.1 Employee's shall be issued with protective clothing under the following circumstances:

- (a) Where in the opinion of the employer, the nature of an employee's work is more than normally destructive to clothing, suitable protective clothing shall be issued;
- (b) Protective clothing may be issued on a permanent basis or on a temporary loan as is decided by the employer;
- (c) Protective clothing issued on temporary loan shall be laundered at the employer's expense.

#### **10.4 Safety Footwear**

10.4.1 Reimbursement to staff members for safety footwear up to an amount agreed between employer and employee shall be made in the following circumstances:

- (a) Where it is necessary for employees to wear safety boots or safety shoes in the course of work to lessen risk of foot injury from work accidents;
- (b) Where eligible employees purchase safety footwear and produce a receipt to the employer the employee may be reimbursed the actual and reasonable costs subject to subclause (c) below;
- (c) Unless an employee wears the safety footwear for at least six months in the service of the Institute, the employee shall be required to refund half the reimbursement on resigning.

#### **10.5 Immunisation - Hepatitis B**

10.5.1 The parties agree in principle the responsibility for pre-exposure immunisation of employees rests with the employer, advised as necessary by the appropriate Health Authority.

10.5.2 In situations where a tenured full time or proportional employee may be at significantly increased risk of acquiring hepatitis B because of the nature of their job, the situation shall be assessed on an individual basis to decide if immunisation would be appropriate. If immunisation is deemed to be appropriate the employer shall meet the cost of immunisation.

10.5.3 In all situations where a risk of being infected by the hepatitis B virus exists it shall be the duty of the employer to require safe working practices on the part of the employee and to ensure appropriate hygiene measures to reduce such risk to a minimum, whether or not immunisation is considered advisable.

### **PART 11 MEDICAL INCAPACITY OR RETIREMENT**

#### **11.1 Incapacity**

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



- (a) will consult with AASC on behalf of the employee;
- (b) may require the employee to undergo a medical examination, at the employer's expense, by a registered medical practitioner nominated by the employer, or if the employee wishes, two registered medical practitioners, one nominated by the employer and the other by the employee;
- (c) take into account any report and/or recommendation made available as a result of the medical examination(s) or any other medical reports and/or recommendations which are provided by the 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

11.1.2 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.

## 11.2 Retirement

11.2.1 Provisions for the retirement of employees shall be in accordance with the provisions of the Ara Retirement Policy.

## PART 12 REDUNDANCY AND RESTRUCTURING

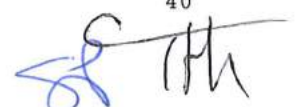
### 12.1 Consultation

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

- (a) At an early stage of any reviews of the whole, or part of the employer's organisational structure or function, which may result in significant changes to either the structure, staffing or work practices affecting existing employees;
- (b) When there has been a reduction in demand for a course or group of courses sufficient to affect the structure, staffing or work practices of existing employees. The employer will provide the union with an opportunity to be involved in any review. Should the review confirm a surplus staffing situation, individuals who might be affected shall be advised in writing of this and of their right to assistance from AASC.

### 12.2 Intent

12.2.1 The employer recognises the serious consequences that the loss of employment can have on individual employees and seeks to minimise those consequences by means of this Agreement. These provisions apply to employees who for all intents and



purposes have an ongoing expectation of employment. They will not apply to employees who have reached the expiry of a fixed term appointment.

### **12.3 Definition**

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

### **12.4 Notification**

12.4.1 When, as a result of the processes above, specific positions are identified as surplus the employer shall advise the President of AASC 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.

### **12.5 Options**

12.5.1 The following are the options to be applied in staff surplus situations:

- (a) attrition;
- (b) redeployments;
- (c) enhanced early retirement;
- (d) retraining;
- (e) severance.

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

### **12.6 Conditions Applying to Options**

#### **12.6.1 Attrition**

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

#### **12.6.2 Redeployment**

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

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



- (i) a lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases) or
  - (ii) an ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).
- (b) Where the new job is at a location outside the local area, the employee shall be entitled to relocation expenses as set out in clause 7.8.2 of this Agreement.

### **12.6.3 Enhanced Early Retirement**

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

The total amount paid to an employee under this provision shall not exceed the total salary (as defined in 12.6.5(a) below) the employee would have received between their actual retirement and the age of reaching eligibility for national superannuation.

### **12.6.4 Retraining**

The employer, following application from the employee, may offer the option of retraining with financial assistance up to the maintenance of full salary plus appropriate training expenses in order to enhance the employee's prospects of re-employment. The total cost to the employer, including any costs other than salary in respect of the training which may be paid by the employer, shall not exceed 110% of the value of the severance payment to which the employee would be entitled.

### **12.6.5 Severance**

- (a) For the purposes of these provisions, salary is defined as taxable salary, exclusive of allowances.
- (b) "Service" for the purposes of this sub-clause is as defined in Part 2.
- (c) Payment will be made in accordance with the following:
  - (i) 16 per cent of salary, or the appropriate portion of this amount, for the preceding 12 months shall be payable in lieu of any notice not worked regardless of length of service;
  - (ii) 12 per cent of salary for the preceding 12 months, or part thereof for employees with less than 12 months service; and

- (iii) 4 per cent of salary for the preceding 12 months multiplied by the number of years of service minus one, up to a maximum of 19; and
- (iv) where the period of total aggregated service is less than 20 years, 0.333 percent of salary for the preceding 12 months multiplied by the number of completed months in addition to completed years of service.
- (d) In the event of a proportional severance being paid, the amount of the payment shall be a fraction of a full severance payment calculated in accordance with section 12.6.5 (c). The fraction shall be the fraction by which the tutor's work has been reduced as defined in clause 12.7.3.
- (e) Outstanding annual and discretionary leave shall be cashed up separately.

## **12.7 Proportional Severance**

- 12.7.1 The employer recognises that in some situations of redundancy it may be appropriate for proportional severance to be negotiated with one or more employees.
- 12.7.2 The employer may enter into negotiations for payment of proportional severance.
- 12.7.3 Proportional severance will only be paid in the event that agreement is reached between the employer and the employee or employees.

## **12.8 Rights of Employees Declared Surplus**

### **12.8.1 Time off to Attend Interviews**

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

### **12.8.2 Outplacement support**

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

### **12.8.3 References**

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

### **12.8.4 Counselling**

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

### **12.8.5 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 shall be covered by the surplus staffing provisions of this Agreement.

#### 12.8.6 Sale, transfer or lease of business

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

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

### **PART 13 MISCELLANEOUS**

#### **13.1 Inadvertent Omission and Errors**

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

#### **13.2 Accident Compensation**

13.2.1 The provisions of the Accident Compensation Act 2001 apply.

13.2.2 Sick Leave Entitlement Arising from Accident Compensation

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

#### **13.3 Union Information**

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

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

#### **13.4 Deduction of Union Fees**

- 13.4.1 The employer shall arrange for the deduction of union subscriptions for all AASC members covered by this Agreement except in cases agreed to between the employer and the union.
- 13.4.2 The manner of deduction and of remittance shall be determined by agreement between the President of AASC and the employer.

#### **13.5 Union Meetings**

- 13.5.1 Subject to sub clauses 13.5.2 to 13.5.5, the employer shall allow every employee covered by this Agreement to attend, on paid leave, two union meetings (each of a maximum of two hours' duration) with AASC in each year.
- 13.5.2 The union shall give the employer at least 14 days' notice of the date and time of any proposed union stop-work meeting to which sub-clause 13.5.1 is to apply.
- 13.5.3 AASC will endeavour to ensure that the time of the proposed stop-work meeting will be set by negotiation between the employer and the union.
- 13.5.4 The union shall make such arrangements with the employer as may be necessary to ensure that the employer's business is maintained during any union meeting including, where appropriate, an arrangement for sufficient union members to remain available during the meeting to enable the employer's operation to continue.
- 13.5.5 Work shall resume as soon as practicable after the meeting.
- 13.5.6 AASC shall supply the employer with a list of members who attended and shall advise the employer of the time the meeting finished.

#### **13.6 Access to Workplaces**

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

#### **13.7 AASC President**

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

#### **13.8 Academic Freedom**

- 13.8.1 Attention is drawn to the Education Amendment Act 1990. The provisions of this Act insofar as they relate to employees should apply including Section 161 on Academic Freedom.

#### **13.9 Agreement Monitoring**

- 13.9.1 Agreement Monitoring is established to deal with specific matters arising from

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

### **13.10 Issue of Uniforms**

- 13.10.1 Where, as agreed by the parties, an employee is required to wear a uniform, sufficient and adequate uniforms shall be issued to enable the employee to perform required duties.
- 13.10.2 All uniforms so issued shall remain the property of the employer and shall be replaced on a fair wear and tear basis.
- 13.10.3 All uniforms soiled in the course of duty shall be laundered or dry-cleaned, at the employer's expense.

## **PART 14 DISPUTES AND PERSONAL GRIEVANCES**

Refer to the Ara Policies and ERA for the handling of complaints.

### **14.1 "Plain Language" explanation of services available for the resolution of Employment Relationship problems**

- 14.1.1 An "employment relationship problem" is any problem relating to or arising out of our employment relationship. It includes personal grievances and disputes about the interpretation, application or operation of this agreement but does not include any problems relating to or arising from fixing new terms and conditions of employment (e.g. bargaining, agreement variation).
- 14.1.2 This clause sets out the procedure to be followed and services available to help us resolve any employment relationship problem that might arise between us during the term of this agreement.
- 14.1.3 **Step 1** – the problem should be referred to the employee's Manager / Supervisor in the first instance in order that the problem can be dealt with speedily and effectively.

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

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

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

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

(Note: a personal grievance must be raised within 90 days of the action giving rise to it or coming to your attention whichever is the later – if you fail to do so we shall not be obliged to give the matter further consideration unless you make an application to the Employment Relations Authority for leave to

raise it outside of the 90 day period).

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

- (a) to the Mediation Service of the Ministry of Business, Innovation and Employment (MBIE -contact details are given later), or
- (b) the parties may agree to refer the matter to Arbitration or other alternative dispute resolution providers but if we do so it will not preclude the problem from being referred to the Mediation Service or Employment Relations Authority.

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

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

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

14.1.5 To contact the MBIE –

Telephone	<b>0800 800 863</b>
Email	<b>info@ers.dol.govt.nz</b>
Website	<b>www.ers.dol.govt.nz</b>
Mediation services	<b>0800 800 863</b> (by referral)
Employment Relations Authority	<b>0800 800 863</b> (by referral)

## 14.2 Disciplinary Procedures for Employees

### 14.2.1 Principles to be observed

In any disciplinary action the following principles shall 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 appropriate in all of the circumstances, be advised of any improvement required, given reasonable opportunity and assistance to change, and 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.

#### **14.2.2 Suspension of an Employee**

Nothing in this clause prevents the suspension with or without pay, temporary placement on other duties, or dismissal without notice, in the case of serious misconduct. Where an 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.

## **PART 15 GENERAL**

### **15.1 Working Parties**

- 15.1.1 Ara and AASC agree to set up working parties as required during the term of the Agreement.
- 15.1.2 The Working Parties shall comprise equal numbers of union and employer representatives and shall be no more than two of each although additional resources can be added on an as needed and as agreed basis.
- 15.1.3 Agreement reached by the Working Parties which impact on the Collective Agreement shall be subject to normal ratification processes as a variation to the current Agreement or, alternatively will be subject to ratification at the next Collective negotiations.
- 15.1.4 Establish a working party to undertake an analysis of academic workload. The Terms of Reference to be developed and agreed to by both parties and will reflect the issues and priorities of AASC and CPIT. The working party will complete its work within the term of agreement.

## SCHEDULE A

### FACTORS CHARACTERISING ASMs, SENIOR ASMs AND PRINCIPAL ASMs

These characteristics should be applied:

- 1 in the identification of Academic Staff positions
- 2 during probationary period
- 3 for career progression
- 4 Part Time Lecturers are not required to undertake characteristics 7 and 8 set out in the ASM and SASM responsibilities.

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

#### ASMs

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

They should:

- 1 Be competent teachers
  - Be competent in their discipline/subject area
  - Apply effective communication skills
  - Select and apply teaching and/or learning strategies consistent with individual student learning needs
  - Respond to feedback
  - Implement programs for the assessment of student learning.
- 2 Recognise student learning difficulties and arrange for appropriate support.
- 3 Plan and implement programs for their own professional development
- 4 Discharge administrative responsibilities integral to their teaching
- 5 Support and contribute to the objectives, direction and operation of their section or department.
- 6 Practise within legislative obligations and the policy framework of the Institute.
- 7 Be able to contribute to the effective outcomes of /Department/Institute projects.
- 8 Participate in the broader professional and academic life of the Institute.



## **SENIOR ASMs**

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

They should:

- 1 Meet the criteria for an ASM as specified above.
- 2 Be able to demonstrate advancing standing in their discipline/subject area and/or teaching skills.
- 3 Be able to design, implement, develop and evaluate new and existing programs of learning.
- 4 Plan, implement and evaluate programs for the assessment of student learning.
- 5 Be able to identify student learning difficulties and plan and implement strategies for improvement.
- 6 Demonstrate commitment to ongoing professional development and plan and implement programs for professional development.
- 7 Be able to contribute to the effective outcomes of /Department/Institute projects.
- 8 Participate in the broader professional and academic life of the Institute.
- 9 Contribute to the effective outcome of work teams.

## **PRINCIPAL ASMs**

Criteria for appointment to and movement within PASM will be developed by the employer in consultation with the union to reflect the priorities of the institution.

## SCHEDULE B

### ACADEMIC STUDY LEAVE PROCESS

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

#### Process

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

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

# SCHEDULE C

## FULLTIME AND PROPORTIONAL ACADEMIC STAFF

		<b>Current</b>		<b>2/10/2018</b>	<b>2/10/2019</b>
<b>ASM</b>		<b>Salary</b>		<b>Salary</b>	<b>Salary</b>
		56298		57705	58715
		59554		61043	62111
		61922		63470	64581
	Level 1	64289		65896	67049
		66658		68324	69520
		69024		70750	71988
		71390		73175	74456
	Level 2	73757		75601	76924
	Level 3	77308		79241	80628
	Level 4	80861		82883	84333
<b>SASM</b>	Minimum	81111	81111	83139	84594
	Maximum	94424	94424	96785	98479
<b>PASM</b>	Minimum	89247	89247	91478	93079
	Maximum	106027	106027	108678	110580
<b>Learning</b>	Minimum	40850		41871	42604
<b>Facilitator</b>	Maximum	59614		61104	62173

**PART TIME AND CASUAL ACADEMIC STAFF**

	<b>Step</b>	<b>Hourly Rate</b>	<b>2/10/2018</b>	<b>2/10/2019</b>
<b>ASM</b>	1	35.80	36.70	37.34
	2	37.92	38.87	39.55
	3	39.45	40.44	41.14
	4	40.98	42.01	42.75
	5	42.51	43.58	44.34
	6	44.03	45.13	45.92
	7	45.57	46.71	47.53
	8	47.11	48.29	49.13
	9	48.66	49.88	50.75
	10	50.17	51.43	52.33
	11	51.71	53.01	53.94
<b>SASM</b>	Minimum	51.71	53.01	53.94
	Maximum	60.32	61.83	62.92
<b>Learning Facilitator</b>	Minimum	21.95	22.51	22.90
	Maximum	37.62	38.56	39.23

**NOTE:**

1. Alternatively a Daily Rate can be agreed to be paid as per clause 4.1.3.
2. The agreed hourly rate is able to be paid where the agreed rate includes a minimum 0.2 loading plus an hourly rate that is not any less than provided for in the hourly rate scale.

## SCHEDULE D

### Agreement Monitoring

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

In meeting to resolve issues, the parties agree that:

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

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

Signed:



For and on behalf of  
**Ara Institute of Canterbury**

Dated: 26 November 2019

Signed:



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

Dated: 27 November 2019