

Memorandum of Understanding

Application of Subsidiary Collective Agreements on Transfer to Te Pūkenga

OVERVIEW

In accordance with Schedule 14, clause 5 of the Education and Training Act 2020, by 31 December 2022, all subsidiaries of Te Pūkenga will be dissolved, including Ara Institute of Canterbury ('Ara'). In accordance with the Education and Training Act, by 1 January 2023, Te Pūkenga becomes the employer of all subsidiary kaimahi who accept an offer of employment from Te Pūkenga.

To ensure a seamless transition for kaimahi, this memorandum of understanding (MOU) reflects the agreement between Te Pūkenga and the Ara Academic Staff of Canterbury Incorporated (AASC) that the AASC collective agreement in place with Ara will transfer over to Te Pūkenga and kaimahi will remain on that collective agreement from the date Ara is dissolved (integration date). In addition, the period of employment with Ara will be treated as continuous service for the purpose of all service-related entitlements with Te Pūkenga.

This MOU also outlines how the collective agreement will apply to new academic kaimahi who will be employed by Te Pūkenga.

APPLICATION

This MOU applies to the collective agreement in place between AASC and Ara at the integration date (Collective Agreement).

PARTIES

From integration date, the parties to the Collective Agreement will be referenced as follows:

Parties: The Chief Executive Officer of Te Pūkenga (**Te Pūkenga**);
and
The Ara Academic Staff of Canterbury Incorporated (**AASC**), which is the Union authorised to act on behalf of the Employees who are bound by this Agreement and have authorised AASC to act on their behalf

WORKING IN PARTNERSHIP

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

To reflect this, Te Pūkenga and AASC commit to the following partnership principles:

1. Te Pūkenga recognises AASC as the authorised representative of AASC members.
2. Regular and open lines of communication and engagement for the purpose of: keeping connected, discussing the organisation's direction and any potential impact on kaimahi, ensuring the partnership principles are being applied across the motu, addressing concerns early on, and planning for future joint initiatives and working parties.
3. Working with each other in good faith in all aspects of the relationship and in a manner that recognises the commitment to Te Tiriti o Waitangi.
4. Our joint efforts contribute to the success and wellness of kaimahi, summed up in the phrase Whakairohia he toki, tāraia te anamata | Learning with purpose, creating our futures.
5. Living out Te Pūkenga values manawa nui (we reach out and welcome in) (aligned with the Ara value of hono | connect), and manawa ora (we strengthen and grow the whole person) (aligned with Ara value of hiriri | inspire), and manawa roa (we learn and achieve together) (aligned with the Ara value of aroha | respect), and any amendments to the values.

6. Both parties consider how agreements or mahi, directly or indirectly, benefit ākongā.
7. Applying the collective agreement in good faith and in accordance with these principles, and in the spirit with which it is intended. Where there is any doubt regarding the intent of a provision or its application, there is a commitment to use best endeavours to resolve it through good faith discussions.

APPLICATION OF COLLECTIVE AGREEMENT

Integrating Kaimahi

From integration date, the Collective Agreement will continue to apply to all integrating kaimahi who were employed by Ara at the date of integration, and who were covered by the coverage clause, and who were members of AASC.

New Kaimahi

From integration date, any new kaimahi who are AASC members will be offered the AASC Collective Agreement where the coverage clause applies.

From integration date, any new or existing kaimahi who later become members of AASC will automatically be covered by the Collective Agreement.

In accordance with section 62(4) of the Employment Relations Act 2000, any new kaimahi employed from integration date who are not union members, will be covered by the collective agreement with Te Pūkenga that binds the greatest number of Te Pūkenga kaimahi in relation to the work the kaimahi will be performing.

Where Te Pūkenga is required to place new kaimahi on the terms and conditions of a non-AASC collective agreement, at the time of offering employment, Te Pūkenga will also advise new kaimahi within the region previously applicable to Ara of the existence of the Collective Agreement with AASC and the contact details for AASC.

Kaimahi Changing Roles or Locations

From integration date, any kaimahi who transfer between roles or locations will continue to be covered by the Collective Agreement with AASC. If a kaimahi transfers to a role that is not included in the Collective Agreement's coverage clause then the kaimahi will be offered an individual employment agreement.

WORKING TOWARD A NEW COLLECTIVE AGREEMENT

The formation of Te Pūkenga is a significant and exciting step in Aotearoa's tertiary educational reform. Te Pūkenga and AASC are committed to working together to develop modern terms and conditions of employment that support new ways of working, life-long learning, and which ensure the overall wellbeing of kaimahi. To do this properly, it will take time.

An indicative work programme for progressing these discussions is outlined below. The parties will continue progressing this and once ready, the parties will work through the appropriate ratification and approval processes as part of their broader bargaining obligations for a new collective agreement.

Work Programme

| Topic | Description |
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SIGNATORIES

AASC, and Te Pūkenga agree with the intent as expressed in this MOU and confirm their agreement below.

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| For and on behalf of Te Pūkenga | <hr/> Chief Executive <hr/> Date |
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| For and on behalf of the Ara Academic Staff of Canterbury Incorporated | <hr/> President <hr/> Date |
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